

## ***FIRST AMENDMENT***

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**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated

\_\_\_\_\_, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

**POMPANO BEACH RIPTIDE SOFTBALL, INC.**, a Florida not-for-profit corporation, having its office and place of business at 61 NE 1<sup>st</sup> Street Suite C, Pompano Beach, Florida 33060, hereinafter referred to as "LICENSEE."

**WHEREAS**, the parties entered into an agreement for female youth softball program on January 28, 2021, ("Original Agreement"), and approved by City Resolution No. 2021-55; and

**WHEREAS**, the parties have mutually agreed to add terms and conditions and extend the Original Agreement for one (1) additional one-year period.

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective January 28, 2021, a copy of which is attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending January 27, 2023.

4. The Original Agreement is amended by adding additional language as follows:

**ARTICLE 7  
RESPONSIBILITIES OF LICENSEE**

...

R. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest: **CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**"LICENSEE"**

**Pompano Beach Riptide Softball, Inc.**

Witnesses:

William  
Kate Meliken  
(Print or Type Name)

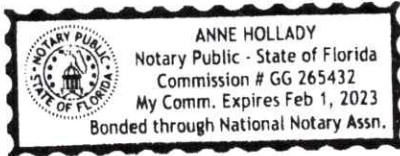
Scott  
SCOTT MOORE  
(Print or Type Name)

By: Tyler J. Zinotz  
Tyler J. Zinotz, President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 22 day of Dec, 2021, by Tyler J. Zinotz as President of Pompano Beach Riptide Softball, Inc., a Florida not-for-profit corporation on behalf of the corporation. He is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
GG 265432  
Commission Number