

FIRST AMENDMENT

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

SOUTH FLORIDA WATER POLO FOUNDATION, INC., a Florida not for profit corporation, having its office and place of business at 13375 NW 11th Place, Sunrise, Florida 13323, hereinafter referred to as “LICENSEE.”

WHEREAS, the parties entered into an agreement to allow LICENSEE to provide youth water polo program utilizing the City’s Aquatic Center or Houston/Sworn Aquatic Center on July 2, 2018, ("Original Agreement"), and approved by City Resolution No. 2018-188; and

WHEREAS, the parties have mutually agreed to add a water polo program for adults 18 years and older and amend certain terms and conditions to the Original Agreement.

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 July 2, 2018, a copy of which is attached hereto and made a part hereof as Exhibit "1", shall remain in full force and effect except as specifically amended hereinbelow.

3. That Article 19 "FORCE MAJEURE", of the Original Agreement is hereby deleted and replaced with the following language:

ARTICLE 19
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

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

ARTICLE 31
EMPLOYMENT ELIGIBILITY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "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 1 year after the date of termination.

5. The attached Exhibit A Scope of Authorization is hereby substituted for, and in all references replaces, that Exhibit A Scope of Authorization, which was attached to, referenced and made a part of the Original Agreement.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the 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"

Witnesses:

South Florida Water Polo Foundation, Inc., a Florida not-for profit corporation

[Signature]

By: [Signature: Michael Goldenberg]
Michael Goldenberg, President

Print Name: Dmitri Kopylov

[Signature: Amy Bennett]

Print Name: Amy Bennett

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20th day of OCTOBER, 2021, by Michael Goldenberg as President of South Florida Water Polo Foundation, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature: Paloma Szivos]
NOTARY PUBLIC, STATE OF FL

Paloma Szivos
(Name of Acknowledger Typed, Printed or Stamped)

149448
Commission Number

