

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2017, 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

NATIONAL FLAG FOOTBALL ASSOCIATION, INC., a Michigan not for profit corporation authorized to do business in the State of Florida, having its office and place of business at 2055 Franklin Road, Bloomfield Hills, MI 48302, hereinafter referred to as "LICENSEE."

WHEREAS, the parties entered into an Agreement to provide leadership, administrative and coaching services for flag football games and practices for elementary school age children on March 16, 2015, ("Original Agreement"), and approved by City Resolution No. 2015-201; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on February 26, 2016, and approved by City Resolution No. 2016-126; and

WHEREAS, the parties have agreed to extend the Original Agreement for an additional one-year period, ending March 15, 2018.

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 March 16, 2015, and subsequently amended on February 26, 2016, copies of which are attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term, ending March 15, 2018.

3. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

NATIONAL FLAG FOOTBALL ASSOCIATION, INC., a Michigan not for profit corporation

Bryan Ledin

Print Name: Bryan Ledin

Angela Meram

Print Name: Angela Meram

By: [Signature]

Print Name: Francis Meram

Title: Executive Director

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 25th day of January, 2017, by Francis Meram, as Executive Director of National Flag Football Association, Inc., a Michigan not profit corporation, who is personally known to me or who has produced Michigan State License 650261307605 (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Florida

(Name of Acknowledger Typed, Printed or Stamped)

219395
Commission Number



MEB/jrm
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