

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2018, 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 PIRANHAS, INC., a Florida not for profit corporation, having its office and place of business at 2211 E. Sample Road, Suite 104, Lighthouse Point, Florida 33064, hereinafter referred to as "LICENSEE."

WHEREAS, as approved by City Resolution No. 2015-228, on March 27, 2015, the parties entered into an agreement for providing volunteer leadership, administrative and coaching services to the Pompano Piranhas, a local competitive USA swim team, USA water polo team and Youth Lifesaving Team (the "Original Agreement"); and

WHEREAS, the CITY and LICENSEE have agreed to extend the Original Agreement for one (1) additional one-year period and to include additional language 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 executed on March 27, 2015, shall remain in full force and effect except as specifically amended herein below.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending March 26, 2019.

4. That Article 4, Responsibilities of Licensee, of the Original Agreement is amended as follows:

...

12. LICENSEE shall develop, organize and promote Pompano Piranhas Swim Team leagues, tournaments, socials and member relations at the Aquatic Center.

13. At least one week prior to any coach of LICENSEE providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully executed Release (Exhibit 3) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. No coach of LICENSEE is authorized to provide services under this Agreement until the CITY has provided its written approval of such person(s).

5. That Article 6, Accounting, Recordkeeping and Background Check Procedures, of the Original Agreement is amended as follows:

ARTICLE 6
PUBLIC RECORDS REQUIREMENT, ACCOUNTING,
RECORDKEEPING, INSPECTION AND AUDIT BACKGROUND
CHECK PROCEDURES

A. Public Records.

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain public records required by the City in order to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the LICENSEE, or keep and maintain public records required by the City to perform the service. If the LICENSEE transfers all public records to the City upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

2. Failure of the LICENSEE to provide the above described public records to the City within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

~~LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.~~

B. ~~LICENSEE shall make available at reasonable time for CITY's examination all attendance, financial and statistical records; federal/state tax returns; and any other documents attendant to LICENSEE's provision of services under this Agreement. LICENSEE shall use such~~

accounting methods and procedures as may be prescribed by CITY, in accordance with the generally accepted accounting principles, which shall include, but not be limited to, those methods and procedures set forth below:

1. LICENSEE shall keep a true and accurate account of all monies received and spent attendant to LICENSEE activities and agrees to make available locally at all reasonable times for CITY's examination and audit, all such financial records and supporting documentation. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters and financial/statistical records attendant to LICENSEE activities.

B.2. LICENSEE shall preserve and make available locally at all reasonable times for CITY's examination inspection all membership rosters, attendance, financial and statistical records; federal/state tax returns and any other documents supporting documentation attendant to LICENSEE's activities, provision of goods and services under this Agreement at no cost to City, for a period of three (3) years or, if an audit has been initiated and audit findings have not been resolved at the end of this three (3) year period, said records and documentation shall be retained until resolution of the audit finding.

C3. LICENSEE and its employees shall maintain a daily log that provides the names; and dates and time of all Program attendees Pompano Piranhas Swim Team members utilizing the Aquatic Center as well as the names, date and time of all its employees, volunteers or agents utilizing the CITY Property which shall at all times be available to CITY personnel.

D. At least one week prior to any coach of LICENSEE providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully executed Release (Exhibit 3) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. No coach of LICENSEE is authorized to provide services under this Agreement until the CITY has provided its written approval of such person(s).

5. This Amendment 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** 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 are personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

[Signature]

Print Name: Shanguanette Walker

[Signature]

Print Name: ANNA ROSEN

POMPANO PIRANHAS, INC.

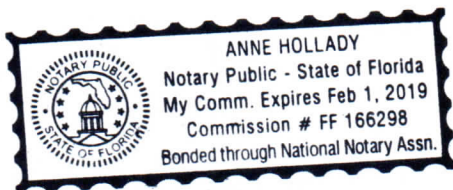
By: [Signature]

Nemia L. Schulte, Vice-President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of March, 2018, by Nemia L. Schulte Vice President of Pompano Piranhas, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number