

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF SUNRISE AND
SAWGRASS YOUTH SPORTS SUNRISE, INC. FOR YOUTH TACKLE FOOTBALL
AND YOUTH TACKLE FOOTBALL CHEERLEADING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF SUNRISE (CITY) AND SAWGRASS YOUTH SPORTS SUNRISE, INC. (SUNRISE HURRICANES) FOR YOUTH TACKLE FOOTBALL AND YOUTH TACKLE FOOTBALL CHEERLEADING SERVICES, DATED MARCH 30, 2018 is hereby made and entered into the _____ day of _____ 2021.

Section 2, **SERVICES TO BE PROVIDED BY CITY**, Subsection 2.4.3, is hereby added as follows:

2.4.3 CITY shall provide, at no cost, the use of a concession trailer and/or concession stand for the 2021 season during SUNRISE HURRICANES-scheduled practices and games. SUNRISE HURRICANES is responsible for these facilities during its use, and the facilities must be emptied following the conclusion of the tackle football and cheerleading season. Facilities must be returned in the same condition they were provided, and will be subject to post-season inspections by the CITY.

Section 7, **INDEMNIFICATION**, is hereby deleted in its entirety and replaced as follows:

7.1. To the fullest extent permitted by law, SUNRISE HURRICANES agree to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the SUNRISE HURRICANES, SUNRISE HURRICANE'S subcontractor(s), or anyone directly or indirectly employed or hired by SUNRISE HURRICANES or anyone for whose acts SUNRISE HURRICANES may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The CITY reserves the right, but not the obligation, to participate in the defense without relieving SUNRISE HURRICANES of any obligation hereunder. SUNRISE HURRICANES agree this indemnity obligation shall survive the completion or earlier termination of the Agreement.

Section 8, **INSURANCE**, is hereby modified as follows:

8.1 SUNRISE HURRICANES agree to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by SUNRISE HURRICANES is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by SUNRISE HURRICANES. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Section 25, **SCRUTINIZED COMPANIES**, is hereby added as follows:

25 **SCRUTINIZED COMPANIES**

- 25.1 Pursuant to Section 287.135, Florida Statutes, SUNRISE HURRICANES certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- 25.2 Pursuant to Section 287.135, Florida Statutes, in the event the Project Agreement is for one million dollars or more, SUNRISE HURRICANES certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and SUNRISE HURRICANES further certifies that it is not engaged in business operations in Cuba or Syria.
- 25.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Agreement if SUNRISE HURRICANES are found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes: has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

Section 26, **E-VERIFY - EMPLOYMENT ELIGIBILITY**, is hereby added as follows:

26 **E-VERIFY - EMPLOYMENT ELIGIBILITY**

- 26.1. SUNRISE HURRICANES warrant and represent that it complies with Section 448.095, Florida Statutes, as may be amended. SUNRISE HURRICANES has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the SUNRISE HURRICANE's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 26.2. SUNRISE HURRICANES shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. SUNRISE HURRICANES shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

26.3. CITY shall terminate this Agreement if it has a good faith belief that SUNRISE HURRICANES has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that SUNRISE HURRICANE's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify SUNRISE HURRICANES to terminate its contract with the subcontractor and SUNRISE HURRICANES shall immediately terminate its contract with the subcontractor.

26.4. If CITY terminates this Agreement pursuant to the subsection c above, SUNRISE HURRICANES shall be barred from being awarded a future Agreement by CITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, SUNRISE HURRICANES shall also be liable for any additional costs incurred by CITY as a result of the termination.

Other than the changes noted herein, the original agreement remains in full force.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have made and executed this Amendment No.1 on the respective dates under each signature. The CITY, signing by and through its duly authorized representatives on the _____ day of _____ 2021.

CITY:

BY: _____

Michael J. Ryan
Mayor

Date: _____

AUTHENTICATION:

By: _____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form and legal sufficiency for the CITY.

BY: _____

Kimberly A. Kisslan
City Attorney

Date: _____

CONTRACTOR:

SAWGRASS YOUTH SPORTS SUNRISE, INC.:

BY: _____

George Guerra
President

Date: _____