

**FIRST AMENDMENT TO AGREEMENT FOR
COURT RESURFACING CO-OP CONTRACT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment"), dated the 26
day of April, 2021, between:

THE CITY OF COOPER CITY, a Florida municipal corporation,
hereinafter referred to as "CITY,"

and

FAST DRY COURTS, INC., a Florida corporation, hereinafter referred to as
"CONTRACTOR".

WHEREAS, on or about June 19, 2018, the CITY entered into an agreement with
CONTRACTOR for the court resurfacing project (the "Original Agreement") pursuant to ITB 2018-
5-PW (the "ITB"); and

WHEREAS, CITY and CONTRACTOR have negotiated the terms of this First Amendment;
and

WHEREAS, CITY has been administering the Southeast Florida Governmental
Purchasing Cooperative Group (Co-op) agreement for court resurfacing since 2018 and as such
Co-op members may continue to utilize the procured services as set forth in the Original
Agreement as amended herein; and

WHEREAS, at its meeting of April 26, 2021, the CITY approved this First
Amendment with the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements
herein contained and other good and valuable consideration, the receipt of which are hereby
acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement, as amended,
as follows:

1. RECITALS: Each whereas clause set forth above is true and correct and incorporated
herein by this reference.

2. TERM: Pursuant to Section 1.5, of the ITB, the City is exercising its right to extend the
Agreement for one (1) additional and final three (3) year term from June 25, 2021 through June 24,
2024.

3. Section 3, entitled "General Conditions", set forth in the ITB, is hereby revised and
amended to include subsections 3.45 and 3.46, as set forth below:

3.45 SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.46 E-VERIFY

A. **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. 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 Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. 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.

4. Bid Form, Attachment A (Page 6 of 7), entitled, "Pricing Sheet Court Resurfacing – Optional Items" set forth in the ITB, is hereby revised and amended to include Item 23 a., as set forth below:

<u>OPTIONAL ITEMS</u>			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
23	Optional - Install new TENNIS nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap. Net shall be sized at 42-feet in length and 3-ft in height.	EA	\$295.00
23 a.	Optional - Install new PICKLEBALL nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap. <i>"Pickle ball net shall also be perfect for Masters Tennis and 10 & Under Tennis Count"</i> . Net shall be sized at 21' 9" x 36" to fit permanent net posts set 22' apart.	EA	\$245.00

5. ORIGINAL AGREEMENT: All of the terms and conditions of the Original Agreement as amended from time to time shall be binding and remain in full force and effect except as expressly amended hereinabove.

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

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: [Signature]
CITY CLERK

BY: [Signature]
CITY MANAGER

APPROVED AS TO LEGAL FORM:

BY: [Signature]
CITY ATTORNEY

WITNESSED BY:

FAST DRY COURTS, INC.

Natalie Lebron
Natalie Lebron
Print name

BY: [Signature]
Name: Trimmer Dettor
Title: President

[Signature]
RICHARD SANZANE
Print name

STATE OF Florida

COUNTY OF Broward

SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 16 day of March 2021, by Trimmer Dettor, in their capacity as President, of Fast Dry Courts, Inc., a State of Florida corporation (or limited liability company), on behalf of the corporation/company.

Personally Known OR
 Produced Identification

[Signature]
NOTARY PUBLIC

