

**FIRST AMENDMENT TO PRIMARY SPORTS PROVIDER
FACILITY USE AGREEMENT**

THIS FIRST AMENDMENT to the Primary Sports Provider Facility Use Agreement (“Amendment”) is made this _____ day of _____, 2025 by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“City”) and **Lake Worth Pride Sports Inc.**, a Florida Corporation (“Provider”).

WHEREAS, on or around May 13, 2025, the City and Provider entered into a Primary Sports Provider Facility Use Agreement (“Agreement”) for Provider to use the City’s Norman J. Wimbley Gymnasium from October 1 through September 30 each year to provide its Lake Worth Pride Travel Basketball Program; and

WHEREAS, the parties wish to amend the Agreement to clarify the term of the Agreement; and

WHEREAS, the Agreement authorizes the Provider to request approval from the City for any fundraising activities it wishes to pursue for the Program; and

WHEREAS, the City and the Provider wish to amend the Agreement to revise and further clarify the procedures for requesting fundraising activities; and,

WHEREAS, the City finds that the use of City property for its Provider’s fundraising activities to help support its youth recreation programming in the City and the reasonable use of certain City resources for such activities primarily serves a public purpose; and

WHEREAS, the City finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and the Provider agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term; Termination.** The first sentence of Paragraph 3 of the Agreement is hereby deleted and approved as follows: “This Agreement shall not be effective until signed by both parties. The term of this Agreement shall be from October 1st of the year it is entered into to September 30th of the following year unless earlier terminated as authorized herein. For example, the first year of this Agreement shall expire on September 30, 2026.”

3. **Fundraising.** The Agreement is hereby amended to include the following:

13. Fundraising Activities:

a. *Generally.* All requests for fundraising activities coordinated by the Sports Provider shall be made in writing on a form provided by the City no less than thirty (30) days prior to the requested activity date (“Fundraising Application”). The City may increase or decrease such time limit depending on the activity. All fundraising activities must be for the benefit of the Sports Provider’s activities that are subject to this Agreement. The City may determine at any time not to allow fundraising activities on its properties.

b. *Location.* The activity shall take place at the City facility subject to this Agreement unless the City approves the use of another City facility or location.

c. *Application; Post-Activity Inquiry.* A Fundraising Application may include any relevant information desired by the City. In its decision to approve an application, the City may include additional terms and conditions. Upon execution, each Fundraising Application shall be automatically incorporated into this Agreement. Said form may be amended from time to time by the City to address the particular activity. To ensure the efficient use of City property, the City may also require that the Sports Provider provide documentation of the financial outcomes and other details of the activity through a post-activity survey or other similar inquiry.

d. *Agreement Terms and Conditions; Additional Insurance.* The terms and conditions of this Agreement, including but not limited to, insurance requirements and indemnification, hold harmless and release provisions, shall apply to any fundraising activities held on City owned or leased property unless otherwise agreed to by the City. The City may require additional insurance coverage for the fundraising activity. If additional insurance is required, the Sports Provider shall submit the requested Certificate of Insurance to the City prior to the fundraising activity.

e. *Release.* For each fundraising activity, the Sports Provider hereby releases and covenants not to sue and forever discharges the City of Lake Worth Beach, its employees, officers, agents and representatives (collectively, “Released Parties”) of and from all liabilities, claims, actions, damages, demands, judgments, costs or expenses of any nature (collectively, “Claims”), including but not limited to Claims for damage to property or bodily or personal injuries or illnesses, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the fundraising activity **even if arising out of the negligence of the Released Parties**. The Sports Provider understands that the City would not permit fundraising activities on its property without this Release.

f. *Compliance with Laws; City Permits.* The Sports Provider shall comply with all laws, ordinances, registrations, permits, licenses, rules and regulations, including but not limited to Chapter 496, Florida Statutes, applicable to its fundraising activities. No City permit is required for fundraising activities unless otherwise required by the City due to the nature of the activity or as otherwise found to be in the best interest of the City.

g. *City Decisionmaker.* Any City decisions to be made pursuant to this paragraph 13 shall be made in writing by the Director of Leisure Services or designee in his or her sole discretion. The Director has the discretion to require approval of any fundraising activity by the City Manager or the City Commission.

4. Renumbering. Paragraph 13. Miscellaneous shall be renumbered as follows:

~~13~~14. Miscellaneous.

4. **Entire Agreement.** The CITY and the PROVIDER agree that the Agreement (as amended) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect. Any conflicts between the Amendment and the Agreement shall be resolved in accordance with the Amendment.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Primary Sports Provider Facility Use Agreement.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

PROVIDER: LAKE WORTH PRIDE SPORTS INC.

By: Carrington Ible
Authorized Representative

[Corporate Seal, if required.]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me by means of physical presence or online notarization on this 31 day of December, 2025, by Carrington Ible [name], as the Vice President [title] of Lake Worth Pride Sports Inc., authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification.

Shedell McCoy



Notary Public Signature

Notary Seal: