

AMENDMENT NO. 1 TO REVOCABLE LICENSE AGREEMENT

THIS AMENDMENT NO. 1 (Amendment) to the Revocable License Agreement dated June 1, 2016 by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and the Knights of Pythagoras Mentoring Network Inc., a Florida not-for-profit corporation (hereinafter referred to as "Licensee"), is entered into this ____ day of ____, 20__.

WITNESSETH:

WHEREAS, on June 1, 2016, the City entered into a one-year revocable license agreement with Licensee for the use of the classrooms at Catherine Strong Splash Park to conduct Licensee's operations, with the option to extend the license for one year (Agreement); and

WHEREAS, on May 19, 2017, Licensee submitted a letter to the City requesting to extend the Agreement to May 31, 2018; and

WHEREAS, the City determines that it is in the best interest of the City to retroactively extend the Agreement to May 31, 2018.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment retroactively extends the Agreement, under the same terms and conditions, through May 31, 2018.
3. Paragraph 17 of the Agreement is hereby amended as follows:

17. Public Records

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT

CITYCLERK@MYDELRAYBEACH.COM.

- a. Licensee shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the 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 Florida Statute or as otherwise provided by law.

- iii. 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 Agreement term and following completion of the Agreement if the Licensee does not transfer the records to the City.
- iv. 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 Agreement, 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 Agreement, 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.
- v. If the Licensee does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Licensee hereto have set their hands and corporate seals on this _____ day of _____, 20__.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

LICENSEE

By:

C. Row Allen

Printed Name

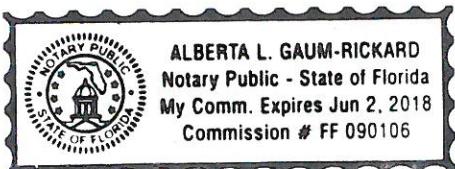
CEO

Title

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of May, 2017, by C. Row Allen, as CEO (name of officer or agent, title of officer or agent), of KOP MENTORING NETWORK INC (name of corporation acknowledging), a FL Not for Profit (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification



Alberta L. Gaum-Rickard
Notary Public – State of Florida