



**AMENDMENT TO AGREEMENT  
FOR  
YOUTH DAY RIDES AND ATTRACTIONS**

THIS IS AN AGREEMENT ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**CITY OF OAKLAND PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City"),

and

**BIG FUN, INC.**, a corporation authorized to do business in the State of Florida, located at P.O. Box 699, Jensen Beach, FL 34958 hereinafter "CONTRACTOR."

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, on November 22, 2019, the City received a proposal from CONTRACTOR in response to the City's Invitation to Bid (ITB) for Annual Youth Day Festival Rides and Attraction, ITB #112219.

**WHEREAS**, the City and CONTRACTOR entered into an agreement, R-2020-018, for Youth Day rides and attractions (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the initial term of the Original Agreement was for two (2) years and the Original Agreement expires on March 13, 2022; and

**WHEREAS**, the Original Agreement provides for an option to renew for four (4) additional 1-year periods, subject to the mutual written consent of the Parties; and

**WHEREAS**, the City is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew for the first 1-year renewal term; and

**WHEREAS**, the Parties seek to further amend the Original Agreement to provide for adoption of the CONTRACTOR'S current ride price list, attached hereto as "EXHIBIT A"; and

**WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect: and

**WHEREAS**, the Parties agree that all original terms and conditions remain the same as in the Original Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The Original Agreement is hereby renewed for the first 1-year term which shall commence on March 14, 2022 and terminate on March 13, 2023. In accordance with the Original Agreement, the Parties, upon mutual written consent, upon expiration of the first renewal term, shall have the option to enter into three (3) additional 1-year renewal terms.

**Section 3.** Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is 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; or

3.2.2 Is engaged in business operations in Syria.

**Section 4.** E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or CONTRACTOR.

4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 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:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. 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 OAKLAND PARK; and

4.2.3 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.

**Section 5.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

**CITY OF OAKLAND PARK**, a Florida municipal corporation

ATTEST:

BY: \_\_\_\_\_  
CITY MANAGER

BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY:

**BIG FUN, INC.**

\_\_\_\_\_

Print name

\_\_\_\_\_

Print name

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE: **FLORIDA**

COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_.

*Name of person making statement*

(NOTARY SEAL)

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

\_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_