

FIRST AMENDMENT TO SPONSORSHIP AGREEMENT BETWEEN BROWARD COUNTY AND THE AMERICAN JEWISH COMMITTEE

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the American Jewish Committee, a New York nonprofit corporation ("Recipient") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Sponsorship Agreement Between Broward County and the American Jewish Committee ("Agreement") to provide sponsorship funds to Recipient to support community education and training and a public awareness campaign.

B. The Parties now desire to amend the Agreement to extend the term and to provide additional funding, among other changes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. County will provide Recipient additional sponsorship funds in the amount of Forty-Seven Thousand Dollars (\$47,000) ("Supplemental Sponsorship"), which shall be paid within thirty (30) days after the effective date of this Amendment. Recipient shall provide a proper invoice to County for the Supplemental Sponsorship at least fifteen (15) days before the due date.

3. Notwithstanding any provisions in the Agreement to the contrary, Recipient shall use the Supplemental Sponsorship funds and any unused Sponsorship funds solely in accordance with the Supplemental Sponsorship Summary attached hereto as Exhibit C. Recipient may make changes to individual budget line items in Exhibit C provided that any change to a budget line item that, in the aggregate together with all prior changes, modifies that line item by more than 10% of the original line item or more than \$1,000 shall require prior written approval by the Contract Administrator. The Contract Administrator may approve in writing modifications to the Supplemental Sponsorship Summary that do not impose any additional financial obligation on County. Recipient shall fully utilize the Supplemental Sponsorship funds and any surplus Sponsorship funds no later than September 30, 2025. Paragraphs 1 and 2 of the Agreement are hereby amended as set forth herein.

4. The Term of the Agreement is hereby extended through and including September 30, 2025. The final report due from Recipient shall be due by September 30, 2025. Paragraphs 3 and 6 of the Agreement are hereby amended as set forth herein.

5. <u>Entities of Foreign Concern</u>. By execution of this Amendment, the undersigned authorized representative of Recipient hereby attests under penalty of perjury as follows: Recipient is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern and the government of a foreign authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. <u>Anti-Human Trafficking</u>. By execution of this Amendment by an authorized representative of Recipient, Recipient hereby attests under penalty of perjury that Recipient does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Recipient declares that they have read the foregoing statement and that the facts stated in it are true.

7. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. Recipient acknowledges that through the date this Amendment is executed by Recipient, Recipient has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this Amendment shall be the date of complete execution by the Parties.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2024; and the American Jewish Committee, signing by and through its duly authorized representative.

<u>COUNTY</u>

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: ______ Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners Ву: _____

Mayor

____ day of _____, 2024

Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600

11/23/2024 Βv

René D. Harrod (Date) Chief Deputy County Attorney

RDH AJC First Amendment 9/12/2024 #1124033.1

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RECIPIENT

By: 0 D

Authorized Signer

Print Name and Title

_____ day of _____, 2024

Exhibit C Supplemental Sponsorship Summary

| \$2,000.00 |
|-------------|
| \$3,000.00 |
| \$15,000.00 |
| \$3,000.00 |
| \$10,000.00 |
| \$5,000.00 |
| \$30,000.00 |
| \$4,600.00 |
| \$72,600.00 |
| \$25,600.00 |
| \$47,000.00 |
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