



**FIRST AMENDMENT TO FUNDING AGREEMENT BETWEEN BROWARD COUNTY
AND THE CITY OF NORTH LAUDERDALE**

This First Amendment (“First Amendment”) to the Agreement (hereinafter defined) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of North Lauderdale, a Florida municipal corporation (“North Lauderdale”) (collectively referred to as the “Parties”).

RECITALS

A. On November 20, 2019, the County and North Lauderdale entered into a funding agreement in connection with the construction of a parking lot near the North Lauderdale City Hall Municipal Complex and North Lauderdale Community Garden (the “Agreement”).

B. The Agreement requires that North Lauderdale complete the construction of the parking lot by December of 2020.

C. Due to various reasons, including delays caused by the Covid-19 pandemic, North Lauderdale is unable to construct the parking lot by December of 2020 and has requested a twelve (12) month extension to perform the required construction work.

D. The County has agreed to provide North Lauderdale with the requested extension as further detailed in this First Amendment.

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

1. Recitals. Each party represents that the Recitals stated above are true and correct and are incorporated herein by reference.

2. Section 6 of the Agreement is hereby amended (words stricken through are deletions from existing text and words underlined are additions to existing text) as follows:

6. Refund of Funding. Notwithstanding anything contained herein to the contrary, if North Lauderdale cancels or fails to complete the construction of the Parking Lot by December of ~~2020~~2021, North Lauderdale shall provide written notice to County of such cancellation or failure to timely complete and shall return any portion of the Funding provided to North Lauderdale within thirty (30) days after demand by County, and all obligations of County to provide any portion of the Funding under this Agreement shall cease and terminate.

3. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this First Amendment and the Agreement, this document shall control.

4. Preparation of this First 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.

5. Each individual executing this First Amendment represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

6. Multiple originals of this First Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7. North Lauderdale acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement, as amended.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment on the respective dates under each signature: 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 _____, 2020, and City of North Lauderdale, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor/Vice-Mayor
____ day of _____, 2020.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Israel Fajardo Date
Assistant County Attorney

By _____
Michael J. Kerr Date
Deputy County Attorney

IF
First Amendment to Funding Agreement with City of North Lauderdale
11/03/2020

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AND THE CITY OF NORTH LAUDERDALE

City

Attest:

Patricia Vancheri
City Clerk

City of North Lauderdale

By

AB Kelly

[enter signatory name]

Approved as to form and legal sufficiency by:

Donald J. [Signature]
City Attorney

27th day of October, 2020