



SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD, FLORIDA FOR MANAGEMENT OF HOLLYWOOD NORTH BEACH POCKET PARKS PARKING LOTS

This Second Amendment to the Agreement (“Second Amendment”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Hollywood, a Florida municipal corporation (“City”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. On July 1, 2019, County and City entered into an agreement for management of Hollywood North Beach Pocket Parks parking lots, which was extended via a first amendment to the agreement on July 22, 2020 (the original agreement and first amendment are collectively referred to as the “Agreement”).

B. The Agreement expires on June 30, 2021.

C. The Parties are in the process of negotiating a new agreement regarding the same or similar services as described in the Agreement, and require additional time to complete negotiations.

D. To avoid an interruption in services, County and City desire to amend the Agreement to further extend its term.

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 into this Second Amendment by reference.

2. The term of the Agreement is hereby extended through September 30, 2021, with all other terms and provisions of the Agreement remaining unchanged during this extended period.

3. The Parties agree that if any conflict or ambiguity exists between this Second Amendment and the Agreement, this Second Amendment will control.

4. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

5. This Second 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 and this Second Amendment to the Agreement. Accordingly, the Parties agree that no deviation

from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

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

7. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. This Second Amendment may be Executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 15th day of June, 2021, and City, 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: _____

_____ day of _____, 2021

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: _____

Amanda Tolbert (Date)
Assistant County Attorney

By: _____

Danielle French (Date)
Deputy County Attorney

AMT/NK

Second Amendment to Hollywood North Beach County City Parking Management.doc

05/25/2021

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CITY

ATTEST:

City of Hollywood

By: _____
Patricia A. Cerny, MMC, City Clerk

By: _____
Josh Levy, Mayor

_____ day of _____, 2021

Approved as to form and legal sufficiency for use and reliance of the City of Hollywood, Florida, only

Douglas R. Gonzales, City Attorney