



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR REUSE LINE EXTENSION TO WEST HOLLYWOOD

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

RECITALS

- A. The Parties entered into an Agreement for the planning, design, and relevant permit application for an extension of approximately 17,600 linear feet of 12-inch PVC reuse water line to West Hollywood on March 14, 2017 ("Agreement").
- B. The Parties desired to amend the Agreement to provide a no-cost extension of time.

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

- 1.1 Sections 3.1 and 3.2 of Article 3, Term and Time of Performance, are amended as follows:

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end ~~eighteen (18) months after the effective date~~ on June 30, 2019 ("Initial Term"). The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than ~~eighteen (18) months of the effective date~~ June 30, 2019. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

- 1.2 The Budget and Schedule section of Exhibit A, Scope of Services, is amended as follows:

BUDGET AND SCHEDULE

The project will be funded through cost share support by Broward County (up to 50%) and the CITY OF HOLLYWOOD (50%) in the amounts shown below. The project will be completed ~~in twelve (12) months~~ on or before June 30, 2019.

- 1.3 Except as amended herein, all other terms and conditions of the Agreement, as incorporated herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 _____, 20__, and City, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

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: /s/ Michael C. Owens 1/29/19
Michael C. Owens (Date)
Assistant County Attorney

By: /s/ Maite Azcoitia 1/29/19
Maite Azcoitia (Date)
Deputy County Attorney

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD
FOR REUSE LINE EXTENSION WEST HOLLYWOOD**

CITY OF HOLLYWOOD, a municipal corporation of
the State of Florida

ATTEST:

By: _____
JOSH LEVY, MAYOR

PATRICIA A. CERNY, MMC
CITY CLERK

DATE: _____

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY