

FIRST AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

for

JOINT FUNDING OF THE LOCAL SHARE OF FLORIDA INLAND NAVIGATION
DISTRICT PROJECT TO DEEPEN THE DANIA CUTOFF CANAL

This is a First Amendment to the May 25, 2010, Agreement (the "Agreement") made and entered into by and between BROWARD COUNTY, hereinafter referred to as "COUNTY," through its Board of County Commissioners, its successors and assigns, and CITY OF DANIA BEACH, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WHEREAS, the Parties entered into the Agreement to jointly fund the local cost share of the Florida Inland Navigation District (FIND) Project to deepen the Dania Cutoff Canal, with the CITY agreeing to maintain the Dania Cutoff Canal after completion of the project and provide the local cost share in any future canal dredging project; and

WHEREAS, FIND is not scheduled to complete the project within the original term of the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement an additional year in order to accommodate the completion of the Project; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, the COUNTY and CITY agree as follows:

1. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties and the recitals contained in the WHEREAS clauses are incorporated herein.

2. Article 5, Term and Termination, Section 5.1 of the Agreement is hereby amended to read as follows:

5.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, ~~2011~~2012; provided, however, that the provisions of Articles 4 and 8 shall survive such termination.

3. Preparation of this First Amendment has been a joint effort of COUNTY and CITY, 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.

4. Except as otherwise specifically amended herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms and conditions of this First Amendment and the terms and conditions set forth in the Agreement, the parties hereto hereby agree that this document shall control.

5. This First Amendment to the Agreement shall be effective upon execution by the Parties, and may be fully executed by the Parties in multiple copies, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

Coding: Words in ~~strike-through~~ type are deletions from existing text. Words in underline type are additions to existing text.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement 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 _____, 20__, and CITY OF DANIA BEACH, 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

____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
(Date)

By _____
Al A. DiCalvo (Date)
Assistant County Attorney

AAD:hb
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FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR JOINT FUNDING OF THE LOCAL SHARE OF FLORIDA INLAND NAVIGATION DISTRICT PROJECT TO DEEPEN THE DANIA CUTOFF CANAL

CITY

ATTEST:

CITY OF DANIA BEACH

City Clerk

By _____
City Manager

Print/Type Name

Print/Type Name

____ day of _____ 20____

(Seal)

APPROVED AS TO FORM:

By _____
City Attorney