

### THIRD AMENDMENT TO LARGE USER WASTEWATER AGREEMENT

This Third Amendment to Large User Wastewater Agreement, made and entered into this 10 day of January, 2021, is by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter referred to as "FORT LAUDERDALE"),

and

BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "BROWARD COUNTY") (collectively, FORT LAUDERDALE AND BROWARD COUNTY shall hereinafter be referred to as the "Parties").

FORT LAUDERDALE and the Port Everglades Authority entered into a Large User Wastewater Agreement on February 21, 1979 (the "Original Agreement"), and an amendment to the Original Agreement on April 23, 1987 (the "First Amendment").

Pursuant to Chapter 91-346, Laws of Florida, the Port Everglades Authority's control of Port Everglades was transferred to BROWARD COUNTY on November 22, 1994.

On November 6, 2001, FORT LAUDERDALE and BROWARD COUNTY entered into another amendment to the Original Agreement, which extended the term until December 31, 2021 (the "Second Amendment") (collectively, the Original Agreement, as amended by the First Amendment and the Second Amendment shall hereinafter be referred to as the "Agreement").

FORT LAUDERDALE and BROWARD COUNTY desire to enter into this Third Amendment to extend the term of the Agreement an additional ninety (90) days until March 31, 2022, to allow the Parties to finalize a new Large User Wastewater Agreement and allow sufficient time for both Parties' respective governing bodies to approve said agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. The term of the Agreement is extended through March 31, 2022.
2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. This Third Amendment represents the final and complete understanding of the Parties regarding the subject matter of this Third Amendment and supersedes all

prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Third Amendment are contained herein.

**[THIS SPACE WAS INTENTIONALLY LEFT BLANK]**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written.

ATTEST:

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

By:

Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:

By:

Rhonda Montoya Hasan  
Assistant City Attorney

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:

Mayor

11<sup>th</sup> day of December, 2021



Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Port Everglades Department  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 468-3690

ANTONIO

By LOZADA

Antonio Lozada (Date)

Assistant County Attorney

CARLOS A.  
RODRIGUEZ-

By CABARROCAS

Carlos Rodriguez-Cabarrocas (Date)  
Senior Assistant County Attorney





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

Today's Date: January 6, 2022

J.L.  
1/14/2022

DOCUMENT TITLE: **THIRD AMENDMENT TO LARGE USER WASTEWATER AGREEMENT  
BETWEEN THE CITY OF FORT LAUDERDALE AND BROWARD COUNTY**

COMM. MTG. DATE: **12.21.21** CAM #: **21-1142** ITEM #: **CM-14** CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Jen Allen x5036 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Pub Wks Router Name/Ext: Rafeela/Ext 7810 # of originals routed: **2** Date to CAO: 01-06-2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: **1**

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 1.7.2022 RHONDA MONTOYA HASAN  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: **2** Routed to: Donna V./Aimee L./CMO Date: \_\_\_\_\_

4) City Manager's Office: CMO LOG #: Jan 12 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward **2** originals to ☐ Mayor ☒ CCO Date: 1/10/22

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward **2** originals to CAO for FINAL APPROVAL Date: 1/14/2022

7) CAO forwards \_\_\_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forward **2** original to: Rafeela

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to Jen Allen./CAO

TM21-1378

Rev. 9/9/2020