



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND FORT LAUDERDALE COUNTRY CLUB, INC., FOR FUNDING A SALTWATER INTRUSION MONITORING WELL

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), City of Fort Lauderdale ("City"), a municipal corporation, and Fort Lauderdale Country Club, Inc., a Florida Not-For-Profit corporation ("Club") (collectively referred to as the "Parties").

RECITALS

A. WHEREAS, a City saltwater intrusion monitoring well was inadvertently destroyed during abandonment of nearby remediation monitoring wells at the Fort Lauderdale Country Club. County and Club agreed to reimburse in equal amounts the cost of City's replacement of the saltwater intrusion monitoring well at a total cost of Twenty-Five Thousand One Hundred Eighty-Four and Fifty Hundredths Dollars (\$25,184.50).

B. WHEREAS, due to an unavoidable increase in costs, County is willing to pay the cost increase for construction of a new saltwater intrusion monitoring well.

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

ARTICLE 1. AMENDMENTS TO TERMS AND EXHIBITS

1.1. Paragraph 3.2 is amended to read as follows:

3.2. County shall reimburse City a maximum amount not to exceed Twenty-Two Thousand Three Hundred Eighty-Seven and Seventy-Five Hundredths Dollars (\$22,387.75) and Club shall reimburse City a maximum amount not to exceed Twelve Thousand Five Hundred Ninety-Two and Twenty-Five Hundredths Dollars (\$12,592.25) of the estimated total cost incurred by City to construct one (1) saltwater intrusion monitoring well. City's total estimated total cost is Thirty-Four Thousand Nine Hundred and Eighty Dollars (\$34,980.00) for the Services.

1.2. Paragraph 5.1 is amended to read as follows:

5.1 Maximum Amounts. For all services provided under this Agreement, County and Club will each pay City up to a maximum, not-to-exceed amount as follows:

Services	Not-To-Exceed Amount
County	\$22,387.75
Club	\$12,592.25
TOTAL NOT TO EXCEED	\$34,980.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by City as full compensation for all such Services. City acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's and Club's obligation to compensate City for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon City's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, City shall not be reimbursed for any expenses it incurs in addition to the cost of the Services.

1.3. Paragraph 11.9's provision for notice to Club is amended to read as follows:

FOR CLUB:
 Michael Cofer, General Manager
 415 Country Club Circle
 Fort Lauderdale, FL 33317
 Phone: 954.587.4700 ext. 301
 Email address: michaelc@fortlauderdalecc.com

1.4. Exhibit B, Payment Schedule, is amended to read as follows:

The project will be funded through support by County and Club up to a maximum of, and not to exceed, the estimated total project costs of Thirty-Four Thousand Nine Hundred and Eighty Dollars (\$34,980.00) in the amounts shown below. The project will be completed in twelve (12) months. The City may invoice County and Club once for payment after completion of the Scope of Services and is responsible for any and all project costs above or beyond the currently estimated project costs.

Project	Estimated Total Project Cost	Broward County Funds	Fort Lauderdale Country Club Funds
Saltwater Monitoring Well	\$34,980.00	Not to Exceed \$22,387.75	Not to Exceed \$12,592.25

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 Purchasing Director authorized to execute same by Section 21.47(b) of the Broward County Administrative Code, City, signing by and through its City Manager duly authorized to execute same, and Club, signing by and through its General Manager duly authorized to execute same.

COUNTY

<p>WITNESS:</p> <p>SEAN O'DONNELL <small>Digitally signed by SEAN O'DONNELL Date: 2022.06.28 11:34:58 -04'00'</small></p> <p>_____ (Signature)</p> <p>Not Applicable</p> <p>_____ (Print Name of Witness)</p>	<p>BROWARD COUNTY, by and through its Director of Purchasing</p> <p>CONSTANCE S. <small>Digitally signed by CONSTANCE S. MANGAN Date: 2022.06.28 11:30:42 -04'00'</small></p> <p>By MANGAN</p> <p>Director of Purchasing</p> <p>_____ day of _____, 2022</p> <p style="border: 1px solid red; padding: 2px;">by Purchasing Manager, on behalf of Director of Purchasing Division</p>
<p>YOHANNA DE FRANCISCO <small>Digitally signed by YOHANNA DE FRANCISCO Date: 2022.06.28 11:39:32 -04'00'</small></p> <p>_____ (Signature)</p> <p>Not Applicable</p> <p>_____ (Print Name of Witness)</p>	<p>Approved as to form by</p> <p>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</p> <p>Michael C. <small>Digitally signed by Michael C. Owens Date: 2022.06.27 10:35:09 -04'00'</small></p> <p>By Owens</p> <p>Michael C. Owens (Date) Senior Assistant County Attorney</p>

MCO/gmb
First Amendment to Saltwater Monitoring Well Agreement.doc
04/13/2022
#60057

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CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipal corporation



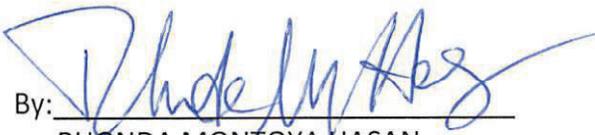
DAVID R. SOLOMAN
City Clerk




By: _____
CHRISTOPHER J. LAGERBLOOM
ICMA-CM, City Manager

16 day of June, 2022

Approved as to form:
ALAIN E. BOILEAU, City Attorney


By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND FORT LAUDERDALE COUNTRY CLUB, INC., FOR A SALTWATER INTRUSION MONITORING WELL

FORT LAUDERDALE COUNTRY CLUB, INC.

WITNESS: _____ (Signature) _____ (Print Name of Witness) _____ (Signature) _____ (Print Name of Witness)	FORT LAUDERDALE COUNTRY CLUB, INC. By <u>[Signature]</u> David Dodich, Club President And By: <u>[Signature]</u> Tom McDonald, Club Vice President <u>9th</u> day of <u>April</u> , 2022
	ATTEST: _____ Corporate Secretary or authorized person

STATE OF FLORIDA)
)
 COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of April, 2022, by David Dodich + Tom McDonald, as the President + Vice President (title), of Fort Lauderdale CC a Florida business entity, or individually (choose one). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
 (Signature)

Janice A. Anderson
 (Name)

My Commission Expires: March 16, 2026



JANICE A. ANDERSON
 Commission # HH 199809
 Expires March 16, 2026



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

36

Today's Date: 6/9/2022

DOCUMENT TITLE: 1st Amendment to Agreement between Broward County, COFL and Fort Lauderdale Country Club Inc. for Funding a Saltwater Infiltration Monitoring Well

COMM. MTG. DATE: 6/7/22 CAM #: 22-0493 ITEM #: CAM attached: YES NO

Routing Origin: Router Name/Ext: Larry T. 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) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 3

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

Date to CCO: 6/14/22 Attorney's Name: RMH Initials: [Signature]

2) City Clerk's Office: # of originals: 3 Routed to: Donna/Ainee Date: 06/14/22

3) City Manager's Office: CMO LOG #: Jun-24 Document received from: CCO

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

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 3 originals to Mayor CCO Date: 6.16.22

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward ___ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards ___ originals to CCO

Clerk's office, Larry will pick up once it's signed

7) City Clerk: Scan original and forwards 3 originals to: Larry Teich x7844 (Name/Dept/Ext)

Attach ___ certified Reso # ___ YES NO

Original Route form to Glynis - CAO/Dept. TM # 22-0481