

**FIRST AMENDMENT
TO
PILOT COST SHARING PROGRAM AGREEMENT
FOR
IN-LINE CHECK VALVES**

THIS FIRST AMENDMENT to the Pilot Cost Sharing Program Agreement for In-Line Check Valves Agreement ("First Amendment") is made this 15th day of March, 2011 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, its successors and assigns ("CITY")

and

RIVIERA ISLES HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, whose principal address is 712 Solar Isle Drive, Fort Lauderdale, FL 33301, its successors and assigns ("HOA")

RECITALS

On December 7, 2010, the City Commission authorized execution of a Pilot Cost Sharing Program Agreement for In-Line Check Valves (hereinafter, "Check Valve Agreement") with Riviera Isles Homeowner's Association, Inc. ("HOA") to expedite a solution to periodic tidal flooding on a cost sharing pilot program basis.

During negotiation of the Check Valve Agreement, it was understood that the HOA may undertake contributions to fund additional check valves for the Neighborhood.

On March 15, 2011, the City Commission approved Change Order # 3 in the City's Annual Storm Drainage Contract with the CITY'S Annual Stormwater Management Contractor, Gonzalez Pavement Equipments, Inc. for the purchase and installation of five (5) additional In-Line Check Valves at an additional cost of \$45,420.16

In addition to the \$94,582.84 previously raised by the HOA for the In-Line Check Valves, the HOA will provide the CITY with an additional \$45,420.16 for the five (5) additional In-Line Check Valves represented by Change Order #3, for a total advance of funds from the HOA to the CITY of \$140,003.00.

The parties have agreed to incorporate the five (5) additional check valves into this First Amendment to the Check Valve Agreement.

Execution of this First Amendment to the Check Valve Agreement by the proper City officials was authorized by the City Commission at their Regular Meeting on March 15, 2011.

NOW, THEREFORE, in consideration of the mutual covenants and conditions exchanged herein between the parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct.
2. Paragraph 2, entitled "Definitions" is hereby amended to read as follows:

2. Definitions. The following terms, as used and referred to herein, shall have the meaning set forth below, unless the context indicates otherwise:

. . .

Pilot Project means the installation of new stormwater drainage basins with rim and catch grates, drainage pipes, baffles, manatee grates, Check Valves and site restoration at the initial twelve (12) outfall locations, plus an additional five (5) supplemental outfall locations in the Neighborhood pursuant to the terms of this Agreement, as amended, with such locations being identified in Exhibit "A" attached hereto and made a part hereof. The additional five (5) supplemental outfall locations are identified on Exhibit "A" as location # 13, 14, 15, 16 and 17.

. . .

Riviera Isles 2011 Loan means the principal sum of ~~\$94,582.83~~ \$140,003.00 loaned by the HOA to the CITY for the Pilot Project, the principal sum to be repaid in accordance with Paragraphs 6, 7 and 8 hereof, together with interest at the rate of 2.05% per annum from the date the HOA provides CITY with the principal sum. The principal sum of \$140,003.00 shall be funded by the HOA to the CITY simultaneous with the City Commission's authorization of execution of this First Amendment.

. . .

3. Paragraph 4, entitled "Installation" is hereby amended to read as follows:

4. Installation. Upon delivery of the Check Valves from the manufacturer, CITY shall undertake the Pilot Project, including the installation of the Check Valves by the City's Contractor in accordance with the manufacturer's installation and operation manual at the locations indicated on the attached **Exhibit "A"**. CITY shall complete the installation of the first twelve (12) Check Valves no later than April 15, 2011. The addition five (5) Check Valves shall not be ordered by the CITY until such time as the full \$140,003.00 is funded by the HOA. Provided the HOA has fully funded the \$140,003.00 on or before the City Commission's authorization of execution of this First Amendment, installation of the additional five (5) Check Valves shall be completed by the CITY no later than June 30, 2011. Any delays in funding shall

correspondingly extend the completion date for installation of the five (5) additional Check Valves. By written agreement between Contract Administrator, on behalf of the CITY, and HOA, the location of the Check Valves as indicated on the attached **Exhibit "A"** may be revised.

4. This First Amendment shall be given effect as of March 15, 2010.

5. In the event and to the extent that there is any conflict between the terms and conditions of the Check Valve Agreement, as previously amended, and the terms and conditions of this First Amendment, then the terms and conditions of this First Amendment shall supersede and prevail over any conditions of this First Amendment shall supersede and prevail over any such conflicting terms in the underlying Check Valve Agreement.

6. In all other respects, the parties ratify and confirm this Development Agreement, as previously amended.

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

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WITNESSES:

Safeya Ali Maloney
Safeya Ali Maloney
[Witness type or print name]

Cynthia A. Stuart
Cynthia A. Stuart
[Witness type or print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

By [Signature]
John P. "Jack" Seiler, Mayor

By [Signature]
Allyson C. Love, Acting City Mngr.

ATTEST:

[Signature]
Jonda K. Joseph, City Clerk

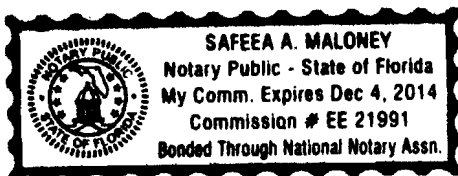
Approved as to form:

[Signature]
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20 day of April, 2011, by **JOHN P. "JACK" SEILER**, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Safeya Ali Maloney
Name of Notary Typed,
Printed or Stamped

My Commission Expires: Dec. 4, 2014
EE21991
Commission Number

First Amendment to Check Valve Agreement
Riviera Isles Homeowner's Association
03.15.2011 Commission Agenda

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 13th day of April, 2011, by **ALLYSON C. LOVE**, Acting City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. She is personally known to me and did not take an oath.

(SEAL)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed,
Printed or Stamped

My Commission Expires January 30, 2013
DD 847364
Commission Number

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

WITNESSES:

RIVIERA ISLES HOMEOWNER'S ASSOCIATION, INC., a Florida corporation

Andrea Turnbull
Andrea Turnbull
[Witness print or type name]

Tamara Tennant
Tamara Tennant, President

Brenda McCawley
Brenda McCawley
[Witness print or type name]

ATTEST:

(SEAL)

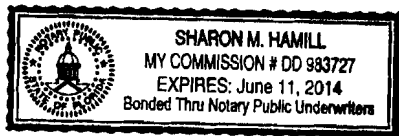
Jean Giordano
Jean Giordano, Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 9th day of March, 2011, by **Tamara Tennant**, President and **Jean Giordano**, Secretary of RIVIERA ISLES HOMEOWNER'S ASSOCIATION, INC, a Florida corporation. They are personally known to me or have produced FL License as identification and did not take an oath.

(SEAL)

Sharon M. Hamill
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

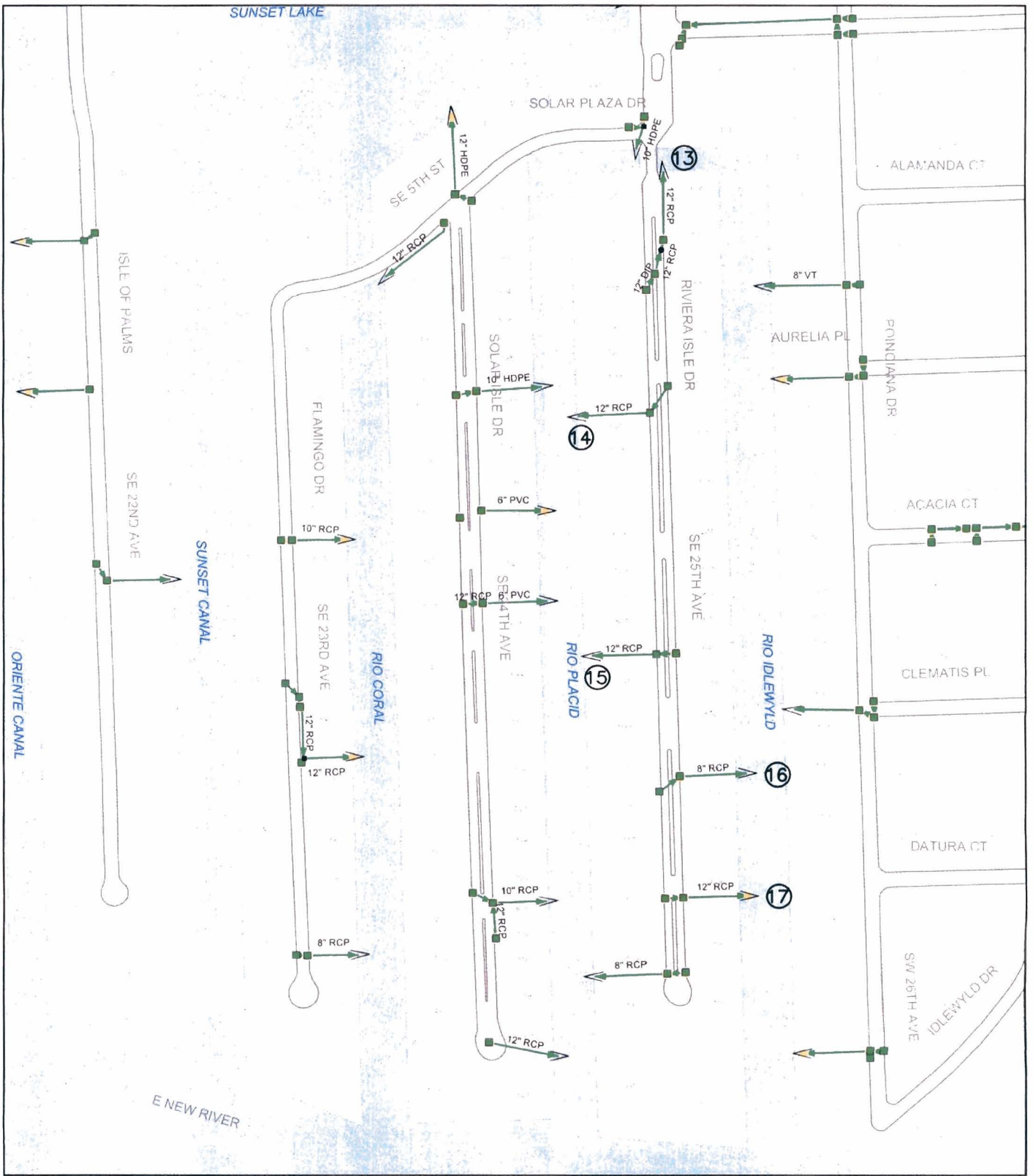


Sharon M. Hamill
Name of Notary Typed,
Printed or Stamped

My Commission Expires:
6-11-2014
Commission Number

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First Amendment to Check Valve Agreement
Riviera Isles Homeowner's Association
03.15.2011 Commission Agenda



City of Fort Lauderdale
Storm Atlas Sheet

RIVIERA ISLES STORM WATER MAP

LEGEND	
	Inlet (Shaded by Ownership)
	Manhole
	Pump Station
	Outfall
	Junction Box
	Endpoint
	GPS Captured Halo (Woolpert)
	GPS Captured Halo (City)
	City Storm Water Line
	County Storm Water Line
	State Storm Water Line
	Private Storm Water Line
	Perforated Pipe (Shaded By Ownership)
	Abandoned
	Proposed
	Inactive

INLINE CHECKMATE VALVE
ADDENDUM 1



1 inch equals 275 feet

\\department\gis\project\arcgis_mxd\riviera_isles\stormmap\11.mxd 11/18/2010