

SECOND AMENDMENT

to

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

to

PROVIDE COST SHARE SUPPORT FOR THE C-12/C-13 INTERCONNECT
PROJECT FOR PROVIDING INCREASED WATER CONSERVATION, RECHARGE
OF THE C-12 CANAL AND IMPROVED WATER QUALITY IN
THE NORTH FORK OF THE NEW RIVER

This is a Second Amendment to that certain Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY",

AND

CITY OF FORT LAUDERDALE, an independent political subdivision of the State of Florida, hereinafter referred to as "CITY".

WHEREAS, COUNTY and CITY entered into an Interlocal Agreement which was approved by COUNTY on April 27th, 2010, and amended on December 6, 2011, providing for water conservation and improvements to the conveyance and management of surface waters for Integrated Water Resource Plan (IWRP) related projects which will improve the effective and efficient use of local water resources; and

WHEREAS, the parties are desirous of amending the terms of the agreement to provide for an extension of time with no changes in funding from COUNTY or CITY. The amendment is therefore deemed a no-cost amendment to the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. Article 4, Term and Time of Performance of Agreement, Section 4.1 is hereby amended as follows:

4.1 This Agreement shall become effective upon execution by COUNTY and CITY and shall continue in full force and effect until midnight, ~~thirty six (36) months following final execution of the Agreement on December 31, 2013.~~ In addition, the County Administrator is authorized to execute any amendments extending the term of this Agreement with the appropriate amendment prepared with the same or similar formality.

3. Exhibit A, SCOPE OF WORK, C-12/C-13 Interconnect Project, is hereby amended as follows:

Project Schedule and Deliverables:

The project will be completed according to the following timeframe:

Project Design – Complete in February 2010

Permitting – Complete in ~~April 2012~~ December 2012

Construction – Complete in ~~October 2012~~ December 2013

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

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment: BROWARD COUNTY through its COUNTY ADMINISTRATOR, authorized by Board action on the ____ day of _____, 2013, and _____, signing by _____ and _____ through its _____, authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

Print Name:

By _____
BERTHA HENRY

Print Name:

____ day of _____, 20__

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

By _____
Michael C. Owens (Date)
Senior Assistant County Attorney

Date _____

MCO/gb
C12-C13 Amendment 2 for Extension to 12-31-2013.doc
1/4/13
#13-058.06

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO PROVIDE COST SHARE SUPPORT FOR THE C-12/C-13 INTERCONNECT PROJECT FOR PROVIDING INCREASED WATER CONSERVATION, RECHARGE OF THE C-12 CANAL AND IMPROVED WATER QUALITY IN THE NORTH FORK OF THE NEW RIVER

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

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
JOHN P. "JACK" SEILER, Mayor

Witness Print Name

By _____
LEE R. FELDMAN, City Manager

Witness Print Name

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney