



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>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Print Name of Witness)</p> | <p>BROWARD COUNTY, by and through its Director of Purchasing</p> <p>By _____</p> <p>Director of Purchasing</p> <p>___ day of _____, 2022</p> |
| <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Print Name of Witness)</p> | <p>Approved as to form by 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>By _____</p> <p>Michael C. Owens (Date) Senior Assistant County Attorney</p> |

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

ATTEST:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

DAVID SOLOMAN
City Clerk

By: _____
CHRISTOPHER J. LAGERBLOOM
City Manager

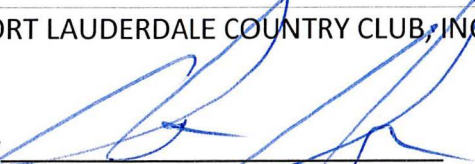

___ day of _____, 2022

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

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

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FORT LAUDERDALE COUNTRY CLUB, INC.

| | |
|--|---|
| WITNESS: _____ (Signature) _____ (Print Name of Witness) _____ (Signature) _____ (Print Name of Witness) | FORT LAUDERDALE COUNTRY CLUB, INC. By:  _____ David Dodich, Club President And By:  _____ 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 C.C., 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

Janice A. Anderson

 (Signature)

Janice A. Anderson

 (Name)

My Commission Expires: March 16, 2026



JANICE A. ANDERSON
 Commission # HH 199809
 Expires March 16, 20 26