



**FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN BROWARD  
COUNTY AND CITY OF FORT LAUDERDALE FOR GRANT FUNDS TO FINANCE  
THE 9/11 MEMORIAL AT THE RIVERWALK IN FORT LAUDERDALE**

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a municipal corporation ("City") (collectively, County and City are the "Parties").

**RECITALS**

- A. On September 25, 2018 (County Commission Agenda Item No. 68), the Board of County Commissioners of Broward County, Florida, approved the allocation and distribution of Seven Thousand Five Hundred Dollars (\$7,500) to City from the Park Bond Program to help finance the 9/11 Memorial at the Riverwalk.
- B. On September 26, 2018, the Parties entered into the Agreement between Broward County and City of Fort Lauderdale for Grant Funds to Finance the 9/11 Memorial at the Riverwalk in Fort Lauderdale ("Agreement").
- C. The Agreement expired on March 25, 2020, and City has requested that the Agreement be reinstated to allow additional time for completion of the Funded Items (as defined therein).
- D. County has agreed to reinstate and extend the Agreement to provide City with an additional nine (9) months to complete the Funded Items.
- E. The Parties now desire to enter into this First Amendment to reinstate the Agreement and extend the term of the Agreement.

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

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. The effective date of this First Amendment shall be March 25, 2020.
- 3. The Agreement is hereby reinstated retroactive to March 25, 2020.
- 4. The Term of the Agreement shall be extended through, and including, December 25, 2020.

5. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.
6. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
7. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.
8. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.
9. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor the performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulations, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment, BROWARD COUNTY, through its Board of County Commissioners, signing by and through its County Administrator authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

By: \_\_\_\_\_  
Claudia Capdesuner (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

**FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN BROWARD COUNTY  
AND CITY OF FORT LAUDERDALE FOR GRANT FUNDS TO FINANCE THE 9/11  
MEMORIAL AT THE RIVERWALK IN FORT LAUDERDALE**

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Print Name of Witness above

Approved as to form:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

}

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name of Notary: \_\_\_\_\_

(Seal)

Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_