

**FIRST AMENDMENT TO AGREEMENT**

between

**BROWARD COUNTY**

and

**URBAN LEAGUE OF BROWARD COUNTY, INC.**

for

**USE OF COUNTY PROPERTY FOR FINANCE, DESIGN, CONSTRUCTION,  
PERMITTING, OPERATION AND MAINTENANCE OF A COMMUNITY  
EMPOWERMENT CENTER ADJACENT TO DELEVOE PARK AND THE AFRICAN  
AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER**

FIRST AMENDMENT TO AGREEMENT

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URBAN LEAGUE OF BROWARD COUNTY, INC.

for

USE OF COUNTY PROPERTY FOR FINANCE, DESIGN, CONSTRUCTION,  
PERMITTING, OPERATION AND MAINTENANCE OF A COMMUNITY  
EMPOWERMENT CENTER ADJACENT TO DELEVOE PARK AND THE AFRICAN  
AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER

This is a First Amendment to Agreement ("First Amendment"), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns (hereinafter referred to as "COUNTY"), and URBAN LEAGUE OF BROWARD COUNTY, INC., a not-for-profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "URBAN LEAGUE").

WHEREAS, the parties hereto entered into an Agreement, dated December 11, 2007 ("Agreement"), for the use of County property for finance, design, permitting, construction, operation and maintenance of a Community Empowerment Center ("CEC") adjacent to Delevoe Park and the African American Research Library and Cultural Center; and

WHEREAS, the Agreement provided that the URBAN LEAGUE shall commence construction of the CEC within twenty-four (24) months following the Effective Date of the Agreement, as defined therein; and

WHEREAS, the parties desire to amend the Agreement to provide for an extension of the time in which the URBAN LEAGUE must commence construction of the CEC; NOW THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and URBAN LEAGUE agree as follows:

1. The recitals set forth in the preamble to this amendment are true, accurate and deemed as being incorporated herein by this reference as though set forth in full hereunder.

2. Paragraph 4.1.3 of the Agreement is hereby amended as follows:

4.1.3 URBAN LEAGUE shall commence construction within ~~Twenty-four (24)~~Thirty-six (36) months following the Effective Date. URBAN LEAGUE shall complete construction of the CEC, i.e., receive its certificate of occupancy from the government agency having the certificate of occupancy approval authority, within ~~Forty-eight (48)~~Sixty (60) months following the Effective Date. The time frame set forth in this section will be extended in an amount of time equal to time lost on critical work items due to delays beyond the control of and through no fault or negligence of URBAN LEAGUE, as reasonably determined by COUNTY's Contract Administrator, following a written request for an extension provided by URBAN LEAGUE to COUNTY's Contract Administrator. Such delays shall include, but not be limited to, acts or neglect by any contractor employed by URBAN LEAGUE, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

3. Paragraph 16.2.4.1 of the Agreement is hereby amended as follows:

16.2.4.1 In addition to the above, COUNTY shall have a right to terminate this Agreement in the event of any of the following:

...

f. Failure to commence construction of the CEC within ~~twenty-four (24)~~Thirty-six (36) months of execution of this Agreement by COUNTY, as described in Section ~~3.3~~ 4.1.3 above;

g. Failure to complete construction of the CEC (as evidenced by issuance of a certificate of occupancy from the appropriate governing authority) within ~~forty-eight (48)~~Sixty (60) months of execution of this Agreement by COUNTY, as described in Section 34.1.3 above; or

...

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto hereby agree that this document shall control.

5. Except as modified herein, all terms and conditions contained within the Agreement, shall remain in full force and effect and are incorporated herein by this reference.

6. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
7. Capitalized terms not otherwise defined shall have the meaning set forth in the Agreement.
8. The Agreement, as amended, is hereby ratified and confirmed.
9. Multiple originals of the Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
10. The effective date of this First Amendment to Agreement shall be on the date it is fully executed by both parties.

This Amendment is subject to the approval of the Board of County Commissioners as a condition precedent to its validity.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and URBAN LEAGUE OF BROWARD COUNTY, INC., signing by and through its President/C.E.O., duly authorized to execute same.

COUNTY

ATTEST:


BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

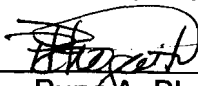
\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commis-  
sioners of Broward County,  
Florida

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Insurance Requirements  
approved as to form:

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON County Attorney  
Governmental Center, Rm 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By  \_\_\_\_\_

By  11/4/09  
Purva A. Bhogaita  
Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND URBAN LEAGUE OF BROWARD COUNTY, INC. FOR USE OF COUNTY PROPERTY FOR FINANCE, DESIGN, PERMITTING, CONSTRUCTION, OPERATION AND MAINTENANCE OF A COMMUNITY EMPOWERMENT CENTER ADJACENT TO DELEVOE PARK AND THE AFRICAN AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER

URBAN LEAGUE

URBAN LEAGUE OF BROWARD COUNTY, INC.

By Germane Smith-Baugh  
President/C.E.O.

Printed Name: Germane Smith-Baugh

2<sup>nd</sup> day of November, 2009.

ATTEST:

Albert Tucher  
Secretary

(SEAL)

OR

WITNESSES:

[Signature]  
Witness 1 Signature

Helen Riescher  
Witness 1 Print/Type Name

[Signature]  
Witness 2 Signature

Ketlene Pierre  
Witness 2 Print/Type Name