

**SECOND AMENDMENT TO AGREEMENT**  
**BETWEEN BROWARD COUNTY**  
**AND CITY OF POMPANO BEACH FOR**  
**CONVEYANCE OF PROPERTY FOR PUBLIC LIBRARY**

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This is a Second Amendment to Agreement between Broward County, a political subdivision of the state of Florida, its successors and assigns hereinafter referred to as "COUNTY," acting by and through its Board of County Commissioners,

AND

CITY OF POMPANO BEACH, a Florida municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into an Agreement dated October 18, 2007, to provide for, among other things, the conveyance of Property to COUNTY for the construction and operation of a public library, said property more specifically described in Exhibit "A" attached hereto and made a part hereof and hereafter referred to as the "Property"; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. RECITALS.

The recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. That Article 4, "SCOPE OF SERVICES," Section 4.3, is hereby amended as follows:

4.3 In addition, as a condition precedent to COUNTY's obligation to construct the Library, COUNTY shall first obtain in writing, all required consents and approvals which are required in order to build the Project from all regulatory agencies and governmental entities having jurisdiction or oversight of the Project. COUNTY and CITY agree to mutually cooperate with respect to resolving the issue of adequate parking spaces for the Project as may be required by the rules and Code of Ordinance of CITY. The parties acknowledge, however, that COUNTY shall not be obligated to expend any additional sums of money solely for the purpose of meeting CITY parking requirements. COUNTY shall proceed in good faith to perform all reasonable acts required by the applicable regulatory agency or

and 4.3

government to obtain said approvals. If, despite the best efforts of CITY and COUNTY, all conditions precedent as described in Section 4.2 have not been met to COUNTY's satisfaction, and all necessary and required approvals have not been obtained by December 31, ~~2009~~ 2011, either party shall have the option to terminate this Agreement by providing written notice to the other. In the event of a termination of this Agreement pursuant to this Section, COUNTY will immediately reconvey title to the Property to CITY.

- 3. Except to the extent modified herein, the Agreement shall remain in full force and effect.
- 4. In the event of a conflict between the terms and conditions set forth herein and the terms and conditions set forth in the Agreement, the parties hereto hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Agreement: 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 \_\_\_\_\_, 200\_\_, and CITY, through its Commissioners, signing by and through its Mayor, who is duly authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio, Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor/Vice-Mayor

Date \_\_\_\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

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

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney