

FIRST AMENDMENT TO PUBLIC/PRIVATE ECONOMIC DEVELOPMENT
PARTNERSHIP AGREEMENT

Between

BROWARD COUNTY

and

THE BROWARD ALLIANCE, INC.,
d/b/a GREATER FORT LAUDERDALE ALLIANCE

for

SERVICES RELATING TO IMPLEMENTATION OF STRATEGIES FOR ECONOMIC
GROWTH, JOB CREATION AND EXPANSION OF LOCAL TAX BASE THROUGH
ATTRACTION OF NEW CAPITAL INVESTMENT

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This is a first amendment ("First Amendment") to the Agreement (hereinafter defined) between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("COUNTY"),

AND

THE BROWARD ALLIANCE, INC., d/b/a GREATER FORT LAUDERDALE ALLIANCE, a Florida corporation, its successors and assignees ("ALLIANCE.")

WITNESSETH:

WHEREAS, COUNTY and ALLIANCE entered into an agreement (the "Agreement"), on June 28, 2011, for services relating to implementation of strategies for economic growth, job creation and expansion of local tax base through attraction of new capital investment; and

WHEREAS, COUNTY and ALLIANCE desire to amend the Agreement to extend the due date of the ALLIANCE's required annual submission to COUNTY of an audited financial statement for the 2012-2013 Fiscal Year, and thereafter, to extend the due date of the ALLIANCE'S required annual submission to COUNTY of an audited financial statement for the balance of the term of the Agreement (2014, 2015 and 2016 Fiscal Years); and

WHEREAS, COUNTY and ALLIANCE desire to enter into this First Amendment to Agreement to provide for the implementation of the requested amendments, NOW, THEREFORE,

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

1. The above recitals are true and accurate and incorporated herein by this reference as though set forth in full hereunder.
2. For the purposes of paragraph 3 below, words in ~~struck-through~~ type are deletions from the existing text of the Agreement. Words in underscored type are additions to the Agreement.
3. ARTICLE 4, BUSINESS PLAN, PERFORMANCE REPORTING AND BUDGET, is hereby amended to read as follows:

4.4 ~~Within ninety (90) days after the close of the ALLIANCE fiscal year, for each year of the term of this Agreement, On or before June 30, 2014, the ALLIANCE shall submit to the COUNTY an audited financial statement of the ALLIANCE- for the 2012-2013 Fiscal Year of the ALLIANCE. Thereafter, for each remaining year of the term of the Agreement (for the 2014, 2015 and 2016 Fiscal Years of the ALLIANCE), the ALLIANCE shall submit to the COUNTY on or before March 31st of each year, an audited financial statement of the ALLIANCE.~~

4. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties 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 Agreement, as modified by this document, 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 document that are not contained in the Agreement, as modified by this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. 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 any other.
8. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.
9. The Agreement, as amended, is hereby ratified and confirmed.
10. Multiple originals of this First Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
11. The effective date of this First Amendment shall be on the date it is fully executed by the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS THEREOF, the parties hereto have made and executed this First Amendment to PUBLIC/PRIVATE ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT for SERVICES RELATING TO IMPLEMENTATION OF STRATEGIES FOR ECONOMIC GROWTH, JOB CREATION AND EXPANSION OF LOCAL TAX BASE THROUGH ATTRACTION OF NEW CAPITAL INVESTMENT: 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 THE BROWARD ALLIANCE, INC., d/b/a GREATER FORT LAUDERDALE ALLIANCE, signing by and through its President/CEO, duly authorized to execute same.

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
____ day of _____, 20____


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 

Carl L. Kitchner (Date)
Assistant County Attorney

Insurance requirements
Approved by Broward County
Risk Management Division

APPROVED:

By  6/13/14

(Date)
Risk Management Division
Frank Vasquez
Risk Insurance and Contracts

By  6/14/14

Noel M. Pfeffer (Date)
Deputy County Attorney

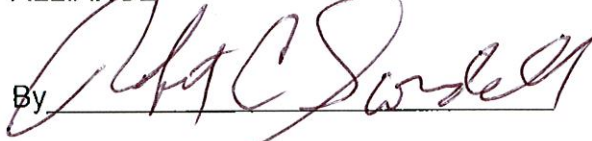
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BROWARD ALLIANCE, INC., d/b/a GREATER FORT LAUDERDALE ALLIANCE FOR
SERVICES RELATING TO IMPLEMENTATION OF STRATEGIES FOR ECONOMIC
GROWTH, JOB CREATION AND EXPANSION OF LOCAL TAX BASE THROUGH
ATTRACTION OF NEW CAPITAL INVESTMENT FOR BROWARD COUNTY,
FLORIDA

WITNESSES:


Print Name: CLAIRE SHERIDAN

CHERYL ROBERTS
Print Name: Cheryl Roberts
(CORPORATE SEAL)


THE BROWARD ALLIANCE d/b/a
GREATER FORT LAUDERDALE
ALLIANCE

By 
11 day of JUNE, 2014

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12 day of
June, 2014, by Robert Swindell, as _____, of the
_____, who is personally known to me or who
has produced FDL as identification.




Print Name: Ann Aufford
Notary Public, State of Florida at Large
Commission No. EE216515

My Commission Expires:

CLK:dmv
06/12/14
first amendment to broward alliance
14-029.00