

**AMENDMENT NO. 1 TO
CONTRACT FOR PUBLIC FACILITIES AND PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2016-0227**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and BRIDGES OF WILLIAMSON COUNTY ("Organization").

WITNESSETH:

WHEREAS, City and Organization entered into an Agreement ("Agreement") for Public Facilities and Public Improvement Projects ("Project"), dated the 18th day of November 2016; and

WHEREAS, said Agreement stipulated that the Organization would be paid a not to exceed fee of **EIGHTEEN THOUSAND NINETY-THREE AND 54/100 DOLLARS (\$18,093.54)**, as authorized by the Community Development Block Grant Program; and,

WHEREAS, additional funding has become available and Organization and City desire to amend the Agreement to provide for Organization to receive such funding in the amount of **TEN THOUSAND FIVE HUNDRED FIFTY-FOUR AND 56/100 DOLLARS (\$10,554.56)**; and

WHEREAS, Organization and City also desire to modify the dates during which the funding must be spent.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Organization's Responsibilities and Duties. Organization agrees to perform the work as proposed in (Exhibit A) which includes the Scope of Services and Costs for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Organization for the cost of the work as described in Exhibit A in an amount not to exceed **TEN THOUSAND FIVE HUNDRED FIFTY-FOUR AND 56/100 DOLLARS (\$10,554.56)**.
4. Section 4 – Time of Performance, Paragraph A, shall be amended by replacing the text in its entirety so that it shall read, "Services shall be performed as provided in Exhibit A, and completed no later than December 31, 2018."
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this

Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated November 18, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

BRIDGES OF WILLIAMSON COUNTY

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney