

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN THE  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
AND  
HOLLAND & KNIGHT, LLP  
FOR FEDERAL ADVOCACY SERVICES**

This First Amendment to the Agreement (“First Amendment”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **BROWARD METROPOLITAN PLANNING ORGANIZATION**, with its principal business address located at Trade Centre South 100 West Cypress Creek Road, Suite 650, Fort Lauderdale, FL 33309, hereinafter referred to as “BMPO,” and

AND

**HOLLAND & KNIGHT, LLP**, with its principal business address located at 800 17<sup>th</sup> Street N.W, Suite 1100, Washington, DC 20006, hereinafter referred to as “CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, the original agreement between the BMPO and CONTRACTOR for Federal Advocacy Services is dated and effective as of June 8, 2017 (the “Agreement”); and

**WHEREAS**, the term of the Agreement is for a time period up to and including January 30, 2021; and

**WHEREAS**, Section 2.1 of the Agreement provides BMPO with the option to extend the Agreement for two (2) one-year extensions; and

**WHEREAS**, the BMPO desires to exercise its right to extend the Agreement for an additional one-year period up to and including January 30, 2022, and CONTRACTOR agrees to the extension until January 30, 2022; and

**WHEREAS**, the BMPO and CONTRACTOR agree that due to continuing services being provided by CONTRACTOR to BMPO, that BMPO and CONTRACTOR desire to amend the amount of compensation to be paid by BMPO to CONTRACTOR by an additional **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)** for a total compensation amount of **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00)**; and

**WHEREAS**, on \_\_\_\_\_, 2021, the BMPO Board authorized the appropriate BMPO officials to execute this First Amendment with the CONTRACTOR, (the Agreement together with this First Amendment, shall hereinafter be referred to as the “Agreement, as amended”).

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BMPO and CONTRACTOR agree as follows:

1. Incorporation of “Whereas” Clauses. The truth and accuracy of each “Whereas” clause set forth above is acknowledged and is incorporated herein as if set forth in its entirety.
2. As provided in Section 2.1 of the Agreement, BMPO hereby exercises its right to extend the Agreement for an additional one-year term, and CONTRACTOR agrees with the extension of the Agreement for the additional one-year term.
3. BMPO and CONTRACTOR agree that Section 2.2 of the Agreement shall be amended to provide that the Agreement shall terminate no later than January 30, 2022.
4. BMPO and CONTRACTOR agree that the one year extension shall result in an increase in the compensation to be paid by BMPO to CONTRACTOR. Therefore, the BMPO and CONTRACTOR agree that Section 3.1 of the Agreement shall be amended to provide for BMPO to pay CONTRACTOR an additional **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00)**, for a total compensation amount of **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00)** as full compensation for all federal advocacy services provided pursuant to the Agreement.
5. Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.
6. To the extent of any conflict between the language of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment on the respective dates under each signature: BMPO, signing by and through its Chair and Executive Director, attested to and duly authorized to execute same, and CONTRACTOR, signing by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**BMPO**

**BROWARD METROPOLITAN  
PLANNING ORGANIZATION**

By: \_\_\_\_\_  
Gregory Stuart, Executive Director

By: \_\_\_\_\_  
Frank C. Ortis, Chair

This \_\_\_\_ day of \_\_\_\_\_, 2021.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY FOR THE USE OF AND  
RELIANCE BY THE BMPO ONLY:

By: \_\_\_\_\_  
Alan L. Gabriel, BMPO General Counsel  
Weiss Serota Helfman Cole & Bierman, P.L.

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**CONTRACTOR**

WITNESSES:

**HOLLAND & KNIGHT, LLP**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2021.