

**FIRST AMENDMENT TO THE
AGREEMENT
BETWEEN THE
BROWARD METROPOLITAN PLANNING ORGANIZATION
AND
KEEFE McCULLOUGH & CO., LLP
FOR
AUDIT SERVICES
RFP No. 17-02**

This First Amendment to the Agreement (“First Amendment”) is made and entered into the ____ day of _____, 2022, 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

KEEFE McCULLOUGH & CO., LLP, a Florida limited liability partnership, with its principal business address located at 6550 North Federal Highway, Suite 410, Fort Lauderdale, FL 33308, hereinafter referred to as “CONTRACTOR.”

WITNESSETH:

WHEREAS, the original agreement between the BMPO and CONTRACTOR for Audit Services is dated and effective as of July 13, 2017 with an original termination date of August 31, 2022 (the “Agreement”); and

WHEREAS, in order to ensure the integrity of the BMPO annual audit for the 2021-2022 Fiscal Year, and as a result of BMPO internal personnel turnover, the BMPO and CONTRACTOR mutually agree to extend the Agreement up to and including August 31, 2023; and

WHEREAS, the extension of the Agreement for the additional term will allow for the CONTRACTOR to perform the annual audit for the BMPO for the 2021-2022 Fiscal Year

WHEREAS, the provision of the additional services by the CONTRACTOR will require the BMPO to pay additional compensation in an amount of **TWENTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$23,500.00)** to the CONTRACTOR, thus the parties now desire to amend the Compensation to allow for these increased funds; and

WHEREAS, on _____, 2022, 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. Section 1, “Scope of Services,” of the Agreement is amended to provide for the CONTRACTOR to perform the BMPO annual audit for the 2021-2022 Fiscal Year.

3. Section 2, “Term,” of the Agreement is amended to provide for an extension of the Term of the Agreement for an additional one-year period, up to and including August 31, 2023.

4. Section 3, “Compensation,” of the Agreement is amended to provide for the BMPO to pay additional consideration to the CONTRACTOR in the amount of **TWENTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$23,500.00)** for the additional services provided pursuant to this First Amendment. Pursuant to this First Amendment, the total amount to be paid by BMPO to CONTRACTOR, in the manner specified in the Scope of Services, shall be a total amount, not to exceed, **ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$108,500.00)** for the entire Term of the Agreement, contingent upon the appropriation of funds.

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 _____, 2022

This ____ day of _____, 2022

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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FOR
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RFP No. 17-02**

CONTRACTOR

WITNESSES:

**KEEFE McCULLOUGH & CO, LLP,
a Florida limited liability partnership**

By: _____

By: _____

Print Name: _____

Name: _____

Title: _____

By: _____

Address: _____

Print Name: _____

This ____ day of _____, 2022