

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND  
THE CITY OF FORT LAUDERDALE FOR ADMINISTRATIVE SERVICES**

This First Amendment to Interlocal Agreement between the Broward Metropolitan Planning Organization and the City of Fort Lauderdale for Administrative Services ("First Amendment to Interlocal Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Broward Metropolitan Planning Organization, a Florida metropolitan planning organization, ("BMPO"), and the City of Fort Lauderdale, a Florida municipality, ("City").

WHEREAS, the BMPO and the City entered into an Interlocal Agreement between the Broward Metropolitan Planning Organization and the City of Fort Lauderdale for Administrative Services dated October 8, 2015, ("Interlocal Agreement"); and

WHEREAS, the BMPO and the City wish to amend the Interlocal Agreement as set forth in this First Amendment to Interlocal Agreement between the Broward Metropolitan Planning Organization and the City of Fort Lauderdale for Administrative Services,

The BMPO and the City hereby agree as follows:

1. Section 3.1 of the Interlocal Agreement is amended to provide as follows:

The City agrees to provide funding assistance in an amount not to exceed \$3,000,000, (the "Funding Amount") for the BMPO to access from time to time to operate its accounts payable, accounts receivable and payroll functions consistent with approved BMPOs Unified Planning Work Program (Two Year Budget).

2. Section 3.2 of the Interlocal Agreement is amended to provide as follows:

The City shall provide BMPO with a quarterly report (the "Quarterly Report") of withdrawals, repayments, and outstanding balance on the Funding Amount.

3. Section 3.3 is added to the Interlocal Agreement to provide as follows:

The Parties agree to provide to each other and any other third party all information necessary to complete its annual audit(s). The Parties agree that audit report(s) shall be furnished to each other.

4. Section 4.2 of the Interlocal Agreement is amended to provide as follows:

The BMPO shall provide the City a detailed funding request prior each withdrawal.

5. Section 4.4 of the Interlocal Agreement is amended to provide as follows:

BMPO agrees to will remit funds to pay any outstanding balance reflect on the most recent Quarterly Report within fifteen (15) days from the BMPO's receipt of applicable Federal reimbursement funds.

6. Section 4.6 of the Interlocal Agreement is amended to provide as follows:

The City shall not be responsible for any liability incurred by or imputed to the BMPO, and is only responsible for providing the BMPO the requested funding as provided in Section 3.1 of this Agreement.

7. Section 4.7 is added to the Interlocal Agreement to provide as follows:

The BMPO shall independently audit, at its own additional expense, the BMPO financial records.

8. Section 5.2 of the Interlocal Agreement is amended to provide as follows:

The BMPO agrees to compensate the City for the Services in the amount of \$3,500.00 a month, to be paid quarterly (January, March, June, and September of each calendar year). The Parties agree that the BMPO will commence paying the \$3,500.00 monthly fee, as specified in this Section 5, to the City when requested funds are accessed by the BMPO. The first initial payment amount will be prorated as may be appropriate. The City acknowledges and accepts the agreed compensation to be reasonable reimbursement to the City for the Services described in Section 3 above.

9. Section 5.3 of the Interlocal Agreement is amended to provide as follows:

The City agrees to invoice the BMPO and BMPO agrees to make payment to the City each quarter in arrears for the Services rendered to the BMPO as defined in Section 5.2.

10. Section 6.1 of the Interlocal Agreement is amended to provide as follows:

This Agreement shall commence upon the Effective Date (as defined below) and shall continue in full force for a period of five (5) years, unless otherwise terminated by either party as provided in this Section. This Agreement is subject to renewal by approval of the City Commission no later than August 1, 2022 for successive five (5) year terms, unless otherwise canceled by either the City or the BMPO as provided below.

11. Except as provided in Section 13 of this First Amendment to Interlocal Agreement, Section 7 of the Interlocal Agreement is amended to provide as follows:

The Agreement shall be effective as of August 1, 2017, and the City Clerk shall file a fully executed copy of this Agreement with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Chapter 163, Part 1, Florida Statutes.

12. Section 8.2 of the Interlocal Agreement is amended to provide as follows:

The City agrees, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2017), as may be amended or revised, to indemnify and hold harmless BMPO from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City while acting within the scope of the employee's office or employment under circumstances in which the City, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall constitute a waiver of sovereign immunity beyond that permitted by Florida law.

BMPO agrees, only to the extent specified in and subject to the limitations specified in Section 768.28, Florida Statutes (2017), as may be amended or revised, to indemnify and hold harmless the City from and against actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the BMPO while acting within the scope of the employee's office or employment under circumstances in which the BMPO, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida. Nothing herein shall constitute a waiver of sovereign immunity beyond that permitted by Florida law.

13. The effectiveness of this First Amendment to Interlocal Agreement is conditioned on the BMPO's filing this First Amendment, at the BMPO's expense, with the Clerk of Circuit Court of Broward County, Florida, in accordance with Section 163.01, Florida Statutes (2017).

IN WITNESS WHEREOF, the BMPO and the City execute this First Amendment to Interlocal Agreement between the Broward Metropolitan Planning Organization and the City of Fort Lauderdale for Administrative Services as follows:

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

APPROVED AS TO FORM:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
Senior Assistant City Attorney

BROWARD METROPOLITAN  
PLANNING ORGANIZATION

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

By: \_\_\_\_\_  
Richard Blattner, Chair

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.