

## Approval of the Consent Agenda

### Approve the Consent Agenda

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

## CONSENT MOTION

- KCM** CM-1 [23-0385](#) Motion Approving the Third Amendment to the Interlocal Agreement with the Broward County Metropolitan Planning Organization for Administrative Services - (Commission Districts 1, 2, 3 and 4)
- APPROVED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- PSJ** CM-2 [23-0483](#) Motion Approving a Service Agreement with DJ The Artiste LLC for a Mural at Mills Pond Park - \$8,160- (Commission District 3)
- APPROVED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- PSJ** CM-3 [23-0576](#) Motion Approving a License Application and Agreement for the Sale, Service, and Consumption of Food and Alcoholic Beverages on the Public Beach for DiamondRock FL Tenant, LLC d/b/a The Westin Beach Resort and Spa - (Commission District 2)
- APPROVED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- RBD** CM-4 [23-0598](#) Motion Approving Agreement for Hauling and Disposal Services - Cemetery and Other Soils - MST Scrap Metal Inc.- \$268,200 - (Commission Districts 1, 2, 3 and 4)
- APPROVED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis
- RMH** CM-5 [23-0600](#) Motion Approving Agreement for the Bill Keith Preserve Shoreline Stabilization - CO Services LLC - \$441,827 - (Commission District 4)
- APPROVED
- Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**THIRD AMENDMENT  
TO  
INTERLOCAL AGREEMENT BETWEEN THE  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
AND  
CITY OF FORT LAUDERDALE**

**For**

**ADMINISTRATIVE SERVICES**

This Third Amendment to the Interlocal Agreement ("Third Amendment") is made and entered into the 20 day of July, 2023, 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**

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation, with its principal business address located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter referred to as "CITY."

**WITNESSETH:**

**WHEREAS**, the original agreement between the BMPO and CITY for the CITY's provision of Administrative Services as defined in the Interlocal Agreement is dated October 8, 2015, with an original termination date of September 30, 2020 (the "Interlocal Agreement"); and

**WHEREAS**, the BMPO and CITY revised the Interlocal Agreement pursuant to an amendment, dated October 17, 2017 (the "First Amendment") whereby in addition to other modifications the BMPO and CITY mutually agreed the effective date of the Interlocal Agreement was as of August 1, 2017, and shall continue unless otherwise terminated by either party for a period of five (5) years; and

**WHEREAS**, the BMPO and CITY further revised the Interlocal Agreement pursuant to a Second Amendment that further extended the Interlocal Agreement, as amended, up to and including July 31, 2023, and both the CITY and the BMPO do now hereby desire to extend the Interlocal Agreement to July 31, 2026(the "Second Renewal Term"); and

**WHEREAS**, the Second Renewal Term will allow for the BMPO to continue to utilize the CITY's Administrative Services, and compensate the CITY for the Administrative Services provided pursuant to the Interlocal Agreement, as Amended; and

**WHEREAS**, on July 5, 2023, the CITY Commission authorized the Mayor and City Manager to execute this Third Amendment with the BMPO to perform these Administrative Services as hereinafter describes; and

**WHEREAS**, on July 13, 2023, the BMPO Board authorized the appropriate BMPO officials

to execute this Third Amendment with the CITY, (the Interlocal Agreement together with the First and Second Amendments and this Third 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 CITY 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. **The Agreement, as Amended , is hereby amended to include the following CITY float and Repayment Schedule:**

- August 1, 2023, the CITY shall invoice the BMPO \$250,000, the payment to be received by the City within 30 days of the invoice date;
- October 1, 2023, the CITY shall invoice the BMPO \$500,000, the payment to be received by the City within 30 days of the invoice date;
- November 1, 2023, the CITY shall invoice the BMPO \$500,000, the payment to be received by the City within 30 days of the invoice date;
- December 1, 2023, the CITY shall invoice the BMPO \$500,000, the payment to be received by the City within 30 days of the invoice date;
- January 1, 2024, the CITY shall invoice the BMPO \$500,000, the payment to be received by the City within 30 days of the invoice date;
- February 1, 2024, the CITY shall submit to BMPO \$264,943.14 from the BMPO's line of credit;
- March 1, 2024, the CITY shall invoice the BMPO \$500,000, the payment to be received by the City within 30 days of the invoice date;
- April 1, 2024, the CITY shall invoice the BMPO \$250,000, the payment to be received by the City within 30 days of the invoice date; and
- August 1, 2024, the BMPO credit line shall be reduced from \$3,000,000 to \$1,500,000 for the remaining two (2) year term of the Agreement, as amended. Thereafter, the CITY shall continue to provide funding necessary to the BMPO pursuant to Section 3 of the Agreement, as amended in an amount no greater than \$1,500,000 ("Reduced Funding Amount")

3. This Third Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement and the First and Second Amendments.

4. Except as specifically modified hereby, all of the provisions of the Agreement and the First and Second Amendments which are not in conflict with the terms of this Third Amendment shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Third 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 CITY, signing by and through its Mayor, 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 \_\_\_\_\_, 2023.  
2023.

This \_\_\_\_ day of \_\_\_\_\_,

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.

**THIRD AMENDMENT  
TO  
AGREEMENT BETWEEN THE  
BROWARD METROPOLITAN PLANNING ORGANIZATION  
AND  
CITY OF FORT LAUDERDALE**

**For  
ADMINISTRATIVE SERVICES**

CITY

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

Dean Trantalis, Mayor

20 day of July, 2023.

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

Greg Chavarria, City Manager

ATTEST:

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

David R. Soloman, City Clerk

17<sup>th</sup> day of July, 2023

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

D'Wayne M. Spence, Interim City Attorney

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

Kimberly Cunningham Mosley  
Assistant City Attorney







COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

3L

Today's Date: 7/11/2023

DOCUMENT TITLE: THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND CITY OF FORT LAUDERDALE FOR ADMINISTRATIVE SERVICES

COMM. MTG. DATE: 7/5/2023 CAM #: 23-0385 ITEM #: CM-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: M.Eathon Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 3 Date to CAO: 7/11/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/11 Kimberly Cunningham Mosley  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 07/14/23

4) City Manager's Office: CMO LOG #: Jan 22 Document received from: CCO 7/14/23

Assigned to: GREG CHAVARRIA ☒  
ANTHONY FAJARDO ☐ SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: 7/17/23

Forward 1 originals to ☐ Mayor ☒ CCO Date: 7/17/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable) Date: 7/17/23

6) City Clerk: Scan original and forwards 3 originals to: M.Eathon

Attach 0 certified Reso # 0 ☐ YES ☒ NO

Original Route form to K.Nembhard/x5001