

**FIRST AMENDMENT TO AGREEMENT FOR
NEW RIVER CROSSING CONSULTING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR NEW RIVER CROSSING CONSULTING SERVICES, made this _____ day of _____ 2024, is by and between the City of Fort Lauderdale, a Florida municipality, (“City”), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as, BDO USA, P.C., Corp. (“Consultant”) with an address at: 330 North Wabash Avenue, Suite 3200, Chicago, IL 60611 E-mail: uyaqub@bdo.com (collectively, “Parties”).

WHEREAS, at its meeting on November 21, 2023, the City Commission of the City of Fort Lauderdale waived the formal competitive solicitation and selection processes pursuant to the Code of Ordinances of the City of Fort Lauderdale, Florida to negotiate an agreement with Consultant for New River Crossing Consulting Services; and

WHEREAS, the Parties entered into an Agreement dated December 19, 2023 for Consultant to identify federal funding opportunities, and to maximize time and resources associated with meeting upcoming federal funding application deadlines for the New River Crossing Project pursuant to the scope of services incorporated in the Agreement; and

WHEREAS, the Parties agreed to a not to exceed total of Three Hundred Twenty-Five Thousand Dollars and 00/100 cents (\$325,000.00) as compensation for the performance of Consultant’s services pursuant to the Agreement; and

WHEREAS, at the April 10, 2024, City Commission Conference meeting, Consultant provided an overview of additional potential federal grant opportunities for the New River Crossing Project; and

WHEREAS, City staff wishes to utilize the Consultant for additional assistance in preparing the funding applications, including grant writing and developing any studies required for meeting each of the Notice of Funding Opportunities (NOFO) requirements; and

WHEREAS, pursuant to the Agreement, the Parties may increase the compensation amount if approved by the City, in writing; and

WHEREAS, the Parties wish to enter into a First Amendment to the Agreement to increase the compensation amount by Fifty Thousand Dollars and 00/100 cents (50,000.00) to a combined not to exceed total of Three Hundred Seventy-Five Thousand Dollars and 00/100 cents (\$375,000.00), as compensation for the performance of Consultant’s services, subject to the same terms, conditions and specifications contained in the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties covenant and agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated by reference herein.
2. **AMENDMENT:** The not to exceed total compensation pursuant to the contract documents, and exhibits, attached and incorporated in the Agreement and pursuant to Section IV. of the Agreement, titled “Compensation” is hereby amended to reflect a combined not to exceed total of Three Hundred Seventy-Five Thousand Dollars and 00/100 cents (\$375,000.00).

3. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
4. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Consultant execute this Agreement as follows:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality

David R. Solomon, City Clerk

By: _____
Dean J. Trantalis
Mayor

Date: _____

By: _____
Greg Chavarria
City Manager

Date: _____

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney

CONSULTANT

WITNESSES:

BDO USA, P.C., a Virginia Corporation
authorized to conduct business in the State of
Florida as BDO USA, P.C., CORP.

Signature

By: _____
Wayne Berson, CEO

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by Wayne Berson as CEO for BDO USA, P.C., a Virginia Corporation authorized to conduct business in the State of Florida as BDO USA, P.C., CORP.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____