

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING**

**THIS AMENDMENT TO MEMORANDUM OF UNDERSTANDING** (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida (“CITY”) with an address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (“BOT”) with an address of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS #100, Tallahassee, Florida 32399.

**WITNESSETH:**

**WHEREAS**, the BOT and the CITY entered into that certain Memorandum of Understanding (“MOU”) dated December 13, 2017, and BOT has granted CITY a non-exclusive perpetual easement (the “Easement”) across the real property described in **Exhibit A** to the MOU (the “BOT Easement Area”) to provide access to the public.

**WHEREAS**, in exchange for the Easement, CITY agreed to construct and maintain the roadway as illustrated in **Exhibit C** and **Exhibit G** of the MOU respectively (the “Roadway”) and to construct and provide BOT with alternative parking on state-owned lands (the “Alternative Parking Spaces”) and temporary parking during construction of the Roadway.

**WHEREAS**, BOT and the CITY seek to amend the MOU to document BOT’s agreement to remove the Alternative Parking Spaces from the Scope of Work, to eliminate the need for sixteen (16) reconfigured temporary parking spaces and the CITY and BOT want to modify the MOU to document such changes.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Removal and Amendment of Obligations**. Section 2a and 4 of the MOU are hereby deleted. Paragraph 8 is deleted and replaced with the following:

“The City will commence and complete the Proprietary Mitigation Project in accordance with permitting timelines. Although BOT has already granted the Easement, BOT will execute and deliver a replacement Easement in favor of the CITY similar in form and content to the BOT Easement attached to the MOU to allow for the recording in the Public Records of Broward County, Florida.

3. **Notices**. In Section 16, the notice addresses for the City are modified as follows:

CITY: Chris Lagerbloom, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue  
Ft. Lauderdale, Florida 33301-1016

With a copy to: Alain E. Boileau, City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue,  
Ft. Lauderdale, Florida 33301-1016

4. **Provisions of Amendment Control.** To the extent the provisions of this Amendment are inconsistent with the MOU, the terms of this Amendment shall control.
5. **Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the MOU shall remain in full force and effect.
6. **Successor and Assigns.** The terms, conditions, covenants, and agreements contained herein shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.
7. **Counterparts; Facsimile.** This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. A facsimile or electronic copy of this Amendment and any signatures thereon shall be considered for all purposes as originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**FOR CITY:**

WITNESSES:

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida.

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

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

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

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

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
CITY Manager

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

(SEAL)

ATTEST:

Approved as to form:  
Alain E. Boileau, CITY Attorney

\_\_\_\_\_  
David R. Soloman, CITY Clerk

\_\_\_\_\_  
Lynn Solomon,  
Assistant CITY Attorney

[Notaries on the next page]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Dean J. Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.  
(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida  
\_\_\_\_\_  
Name  
of Notary Typed, Printed or Stamped

\_\_\_\_\_ Personally Known or presented the following identification\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Christopher J. Lagerbloom, ICMA-CM, CITY Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida  
\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_ Personally Known or presented the following identification\_\_\_\_\_

[Signatures continue on the next page]

**FOR BOT:**

WITNESSES:

**BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST  
FUND OF THE STATE OF FLORIDA**

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

By \_\_\_\_\_  
\_\_\_\_\_

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

STATE OF FLORIDA:  
COUNTY OF LEON:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known