

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

**For
ADMINISTRATIVE SERVICES**

This Second Amendment to the Interlocal Agreement (“Second 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

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 do hereby mutually agree to further extend the Interlocal Agreement, as amended, up to and including July 31, 2023, for completion of said Administrative Services, (the “Renewal Term”); and

WHEREAS, the 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; and

WHEREAS, on _____, 2022, the BMPO Board authorized the appropriate BMPO officials to execute this Second Amendment with the CITY, (the Interlocal Agreement together with the First Amendment and this Second 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. Section 4, entitled “BMPO Responsibility”, is hereby amended and replaced as follows:

Section 4. BMPO RESPONSIBILITY

4.1 The BMPO shall prepare and submit to the CITY when adopted from time to time the BMPO's Unified Planning Work Program as mandated by Federal and State law.

4.2 The BMPO shall provide the CITY a detailed funding request prior to each withdrawal.

4.3 The BMPO agrees to operate an accounting system.

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

4.5 The BMPO agrees notwithstanding the foregoing, that the BMPO, as a distinct legal entity, shall bear the ultimate responsibility and liability to ensure that all required financial reporting, including, but not limited to, the filing of applicable tax returns, has been completed in a timely manner.

4.6 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 the Agreement.

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

3. Section 6, entitled “Term and Termination”, is hereby amended and replaced, as follows:

SECTION 6. TERM AND TIME OF PERFORMANCE

6.1 This Agreement shall commence upon the Effective date, August 1, 2022, and shall continue in full force for a one (1) year period, unless otherwise terminated by either party as provided in this Section.

Upon approval of this Second Amendment, the term of the Agreement, as amended, shall be renewed for a period up to and including July 31, 2023.

6.2 Either party may terminate this Agreement, as amended, for convenience at any time with one hundred eighty (180) days prior notice to the other party.

6.3 In the event of a default by either party, the non-defaulting party shall notify the other party, in writing of the default and of the time to cure the default (“Notice to Cure”). If such default is not cured, or sufficient effort is not made by the defaulting party, as determined solely by the non-defaulting party, to cure said default within thirty (30) business days after

the date of the Notice to Cure, the non-defaulting party may terminate this Agreement upon sixty (60) days written notice to the other party.

6.4 Upon termination of this Agreement, each party shall turn over to the other party within a reasonable period of time (not to exceed 90 days) all records held by it with respect to this Agreement.

4. This Second 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 Amendment.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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 _____, 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
ADMINISTRATIVE SERVICES**

CITY

By: _____
Dean Trantalis, Mayor

____ day of _____, 2022.

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

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By: _____
David R. Soloman, City Clerk

____ day of _____, 2022

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:
Alain E. Boileau, City Attorney

(SEAL)

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney