

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF FORT LAUDERDALE FOR A JOINT
GOVERNMENT CENTER CAMPUS**

This Second Amendment ("Second Amendment") to the Interlocal Agreement between Broward County and the City of Fort Lauderdale for a Joint Government Center Campus ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, a Florida municipal corporation ("City") (individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS:

- A. On or about June 7, 2019, County and City entered into the Agreement to establish the Board and the City Commission as a Unified Direct Procurement Authority ("UDPA") to serve as a joint procurement agency for the Project, as more particularly defined in Section 1.12 of the Agreement, to provide for the retention of a consultant to perform programming and planning services and develop a design criteria package for the Project, and to set forth the respective responsibilities of the Parties as they pertain to the services to be performed by the consultant.
- B. The UDPA selected Zyscovich, Inc., as the Consultant to perform the needs assessment, programming, and design criteria services.
- C. The Parties entered into a First Amendment to the Agreement on February 10, 2020 ("First Amendment") to provide for the joint exercise of their respective authorities for the next phase(s) of procurement for the development of the Project (for purposes of this Second Amendment, the term "Agreement" includes the First Amendment).
- D. On October 20, 2020, the UDPA accepted the design criteria package prepared by Zyscovich, Inc. ("Design Criteria Package") and now, as set forth in Section 4.1 of the Agreement, the Parties desire to provide for a formula for the sharing of costs for the performance of additional services by Zyscovich, Inc., and by other consultants engaged to perform services for the Project, or both.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This Second Amendment shall be effective as of the date it is fully executed by the Parties.

3. Amendments to the Agreement made herein are indicated by use of strikethrough text to show deletions and underlining to show additions.

4. Article 1 of the Agreement is hereby amended by the addition of a new Section 1.4 and renumbering the prior 1.14 as follows:

1.14 Services means all work required by a consultant, including without limitation all deliverables, consulting, training, project management, financial, or other services specified in a written agreement between County and Zyscovich, Inc., or in a written agreement with other consultants procured in accordance with the requirements of Article 2.

1.14.15 Unified Direct Procurement Authority means the joint procurement agency for the Project, constituted by the full membership of the Board and City Commission.

5. Article 2 of the Agreement is hereby amended by the addition of a new Section 2.9 as follows:

2.9 The procurement of any Services by a consultant or consultants for the Project shall be in accordance with and subject to the requirements of this Article, unless the Parties mutually agree otherwise.

6. Article 4 of the Agreement is hereby amended as follows:

4.1 County and City shall equally share and each contribute fifty percent (50%) to the Consultant's compensation for its performance of the Project Services as defined herein. The Parties agree and state their intent to discuss, negotiate, and agree upon an appropriate apportionment of the Consultant's compensation for Services subsequent to the master planning/needs assessment phase, if any, and that apportionment shall be evidenced by a mutual amendment to this Agreement or a separate interlocal agreement, as elected by the Parties. Compensation to the Consultant for additional services performed after the completion of the Project Services, which additional services shall be set forth in an amendment to County's agreement with the Consultant, and compensation to other consultants for Services, shall be shared by County and City with County responsible for an estimated fifty-seven percent (57%) ("County Estimated Percentage") of Consultant's and other consultants' compensation, and City responsible for an estimated forty-three percent (43%) ("City Estimated Percentage") of such compensation. No later than twenty-one (21) days after issuance of building permits for the Project, the Parties shall calculate and agree on the actual square footage of office and administrative space identified for the exclusive use by each Party

(individually "County Space" and "City Space", as applicable, collectively "County/City Space") as a percentage of the combined, total County/City Space ("County Actual Percentage" and "City Actual Percentage", as applicable). The County Actual Percentage and the City Actual Percentage shall each be calculated, by rounding if necessary, to the hundredth percent, e.g. 47.29%. It is the intent of the Parties that each shall be responsible for compensation to Consultant and other consultants for additional Services based on the County Space and City Space in proportion to the combined, total square footage of County/City Space. If the County Actual Percentage exceeds the County Estimated Percentage, County's responsibility for such compensation shall be recalculated using the County Actual Percentage and County will reimburse City the difference between the amount of County's responsibility for such compensation calculated using the County Estimated Percentage and the amount of County's responsibility calculated using the County Actual Percentage; and, likewise, if the City Actual Percentage exceeds the City Estimated Percentage, City's responsibility for such compensation shall be recalculated using the City Actual Percentage and City will reimburse County for the difference between the amount of City's responsibility for such compensation calculated using the City Estimated Percentage and the amount of City's responsibility calculated using the City Actual Percentage. Any reimbursement shall be paid within thirty (30) days after invoice from the Party seeking reimbursement.

4.2 The Consultant's and other consultants' invoices will be submitted to County. County may submit invoices to City for City's share of Consultant's and other consultants' compensation on a monthly basis. City shall pay County within fifteen (15) calendar days after receipt of County's invoice for City's share of the Consultant's and other consultants' compensation.

7. The Agreement is hereby amended by the addition of a new Article 9 Pre-Development Matters as follows:

9.1 The Parties acknowledge that the existence of the heliport on the top of City's parking garage, located at 201 S.E. 2nd Avenue, 6th Floor, may present impediments to or restrictions upon development of the Project and that it may be necessary for City or other regulatory agencies to initiate and cause the removal or remediation of any such impediments and restrictions.

8. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

9. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that

are not contained in the Agreement and this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any other prior representations or agreements, whether oral or written.

10. Preparation of this Second Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

12. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

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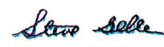
IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Interlocal Agreement: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 15th day of December, 2020, and CITY OF FORT LAUDERDALE, signing by and through its _____, duly authorized to execute same.

COUNTY

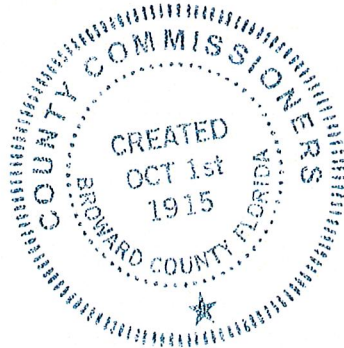
ATTEST:


Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By:  Digitally signed by STEVE A. GELLER
Date: 2021.01.27 16:09:41 -0500
Steve Geller, Mayor

27 _____ day of _____, 2020



Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  1/22/2021
for Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By:  1/22/2021
Michael J. Kerr (Date)
Deputy County Attorney

JSS/tb
Joint Government Center Campus
11/17/2020

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
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CITY

WITNESS:

Jeanette A. Johnson
Jeanette A. Johnson
Print or type name

CITY OF FORT LAUDERDALE

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

1 day of February, 2020

WITNESS:

Almae Hawn
Almae Hawn
Print or type name

By: Christopher J. Lagerbloom
Christopher J. Lagerbloom
City Manager

ATTEST:

By: Jeffery A. Modarelli
Jeffery A. Modarelli, City Clerk

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

Alain E. Boileau
Alain E. Boileau, City Attorney

RECEIVED
DEPARTMENT OF THE ARMY
WASHINGTON, D. C. 20315

MEMO

DATE: 10/10/54

TO: SAC, NEW YORK

FROM: ASAC, NEW YORK

SUBJECT: [Illegible]

RE: [Illegible]

[Illegible]

[Illegible]

10/10/54

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