

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

This First Amendment ("First 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 desire to address the joint exercise of their respective authorities for the next phase(s) of procurement for the development of the Project.

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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. This First 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 2 of the Agreement is hereby amended by the addition of a new Section 2.8 as follows:

2.8 County and City hereby each delegate to the UDPA the authority to decide all matters concerning means and methods of procurement, review of proposals of any type including, but not limited to, unsolicited and solicited proposals, and to decide any and other matters related to the development of the Project including, but not limited to, the phases of procurement for the development of the Project subsequent to the programming and planning and design criteria development phases.

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

6. 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 First 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.

7. Preparation of this First 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.

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

9. This First 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.

Remainder of this page is intentionally blank.

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

COUNTY

WITNESS:

BROWARD COUNTY, by and through its County Administrator

Signature

By: _____
County Administrator

Print or type name

_____ day of _____, 2020

Signature

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

Print or type name

By: _____
Jeffrey S. Siniawsky (Date)
Senior Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

JSS/tb
Joint Government Center Campus
01/15/2020

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CITY

CITY OF FORT LAUDERDALE

WITNESS:

Print or type name

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2020

WITNESS:

Print or type name

By: _____
Christopher J. Lagerbloom
City Manager

ATTEST:

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

By: _____
Jeffery A. Modarelli, City Clerk

_____ Alain E. Boileau, City Attorney