

**FIRST AMENDMENT TO SERVICE AGREEMENT FOR
CONSULTANT/NEGOTIATION SERVICES ON CITY PROJECTS, PUBLIC-PRIVATE
PARTNERSHIPS, AND OTHER REAL ESTATE RELATED PROJECTS**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT, is entered into this _____ day of April, 2026, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, with its principal address at 101 NE Third Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter referred to as "CITY"),

and

BEACON ADVISORY PARTNERS LLC, a Florida limited liability company, with its principal address at 5701 Sunset Drive, South Miami, FL 33143 (hereinafter referred to as "Consultant"),

(and collectively referred to as "Parties").

WHEREAS, CITY entered into an Agreement with Consultant to provide advice and consultation to the City Manager, on an as needed basis, in connection with the Reimagining City Hall initiative, Holiday Park Parking Garage, and any other real estate related projects or public-private partnerships pursuant to the Service Agreement for Consultant/Negotiation Services on City Projects, Public-Private Partnerships, and other Real Estate Related Projects dated November 5, 2025, with an initial term ending on October 13, 2026 ("Service Agreement"); and

WHEREAS, the parties desire to enter into an Amendment to the Service Agreement to extend the term of the Service Agreement to October 31, 2027 and increase the maximum spend threshold.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Amended Provisions.** The Parties hereby agree to the following amended provisions to the Agreement:

- (a) The following provisions replaces the respective provisions in the Agreement, by interlineation, as follows:

The following sentence provision replaces Section III. TERM OF AGREEMENT in the Service Agreement, by interlineation:

Section III. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2025, and concludes on October 31, 2027. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

The Amended EXHIBIT A, Scope of Services, attached hereto and incorporated herein, replaces the EXHIBIT A to the Service Agreement by interlineation.

3. All other terms and provisions of the original Service Agreement, as amended, between the parties are hereby ratified, reaffirmed, and shall remain in full force and effect.

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

ATTEST:

City of Fort Lauderdale

David R. Soloman, City Clerk

By: _____
Rickelle Williams
City Manager

Approved as to form and correctness:
Shari L. McCartney, City Attorney

Eric W. Abend
Senior Assistant City Attorney

**Beacon Advisory Partners LLC, a Florida
limited liability company**

WITNESSES

By: York Corporate Services Inc., a Florida
Profit Corporation.

Signature

By: _____
Sandra York, President

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 _____, 2026, by Sandra York, as President for York Corporate Services Inc., a Florida profit corporation, the sole Manager of Beacon Advisory Partners LLC, a Florida limited liability company.

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

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

Exhibit A – SCOPE OF SERVICES**Independent Consultant to the City Manager - Beacon Advisory Partners LLC**

The Consultant will provide advice and consultation to the City Manager, on an as-needed basis, in connection with the Reimagining City Hall initiative, Holiday Park Parking Garage, and any other real estate related projects or public-private partnerships. Services will focus on business considerations, financing, risk allocation, and governance, with the objective of supporting the City Manager's leadership role. Consultant will not provide any legal services or engage in the practice of law while providing services under this Agreement.

PHASE 1 – RFQ / EVALUATION SUPPORT

1. Evaluate and consult with City Manager and other staff as needed regarding proposer submissions and the evaluation matrix or any other project-related document from a business, financing, risk allocation, and governance perspective, and excluding any legal interpretation, drafting or advice.
2. Analyze proposed models and highlight implications for business, financing, risk allocation, and oversight/accountability.
3. Monitor and synthesize the Owner's Representative's analysis, ensuring that business, financial, and risk issues are distilled into clear executive decision points for the City Manager.
4. Prepare executive briefings that translate proposer submissions and related documents into clear business terms, risks, and decision points for the City Manager to use in evaluating proposals and guiding negotiations.
5. Assist City Manager in preparing to brief officials and other stakeholders, including participation in such briefings if requested.
6. Maintain a clear record of key business and risk issues as they arise, so the City Manager has an up-to-date reference point for executive decisions.
7. Attend proposer presentations and related meetings, providing real-time advice and consultation to City Manager on business, financing, risk allocation, and governance issues.
8. Support the City Manager in preparing for Commission engagement by providing concise briefing materials and anticipated issue outlines on business terms, financing, risk allocation, and governance.

DELIVERABLES (PHASE 1)

1. Advisory input on proposer submissions, evaluation criteria, and term sheets, and excluding any legal interpretations, drafting or advice.
2. Support for executive briefings and Commission updates by highlighting key issues in business, financing, risk allocation, and governance issues.
3. Oral consultation and participation in meetings (telephonic or in person) to provide real-time feedback and guidance to the City Manager's Office

PHASE 2 – NEGOTIATION SUPPORT

1. Provide advisory support to the City Manager during negotiations with the selected proposer, with particular attention to the business, financial, and governance implications of the proposed transaction.
2. Review and comment on revised term sheets transaction documents specific to business issues only and financial models, and excluding legal interpretation or advice regarding the City's obligations.

3. Monitor the Owner's Representative's analysis and ensure issues material to executive decision-making are clearly surfaced for the City Manager.

4. Participate in negotiation sessions and related meetings, telephonic or in person, to support the City Manager's role and ensure alignment with Commission direction.

5. Provide executive-level input to support the City Manager in preparing for briefings with officials and other stakeholders, and participate in such briefings if requested.

DELIVERABLES (PHASE 2)

1. Advisory input on revised term sheets, transaction documents, and financial models, delivered primarily through consultation and written comments where needed.

2. Executive-level summaries and talking points to support the City Manager in briefing officials and other stakeholders.

3. Participation in negotiation sessions and related meetings (telephonic or in person) with real-time feedback and guidance.

4. Observations on the Owner's Representative's analysis to ensure key business, financing, risk, and governance issues are presented clearly for executive decision-making.

PRICING

Rate: \$475 per hour; not to exceed 850 hours

Duration: Contract to Expire on October 31, 2027