Exhibit L

AMENDMENT TO EMPLOYMENT AGREEMENT BY AND BETWEEN

GREGORY STUART

AND THE

BROWARD METROPOLITAN PLANNING ORGANIZATION

THIS AMENDMENT TO EMPLOYMENT AGREEMENT, ("Amendment") made and entered into on the 12th day of 2012, by and between GREGORY STUART hereinafter called the "Employee") and the BROWARD METROPOLITAN PLANNING ORGANIZATION (hereinafter called the "BMPO").

WITNESSETH

WHEREAS, the BMPO and Employee entered into an Employment Agreement dated May 28' 2010, hiring Employee as its Executive Director (hereinafter referred to as "Employment Agreement"); and

WHEREAS, the BMPO and Employee desire to amend certain terms and conditions of the Employment Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the BMPO and Employee agree to amend the Employment Agreement as follows:

- 1. The above recitals are true and correct and are incorporated herein.
- 2. Section 2, entitled "Commencement" is hereby amended as follows:

SECTION 2. COMMENCEMENT / TERM

2.1 This Agreement shall commence on June 1, 2010, and continue for a period of two (2) years, unless terminated as provided in this Agreement. Employee shall be present and available to perform the duties and functions of BMPO Executive Director on a full time basis no later than June 1, 2010. In the event that Employee's employment with the BMPO terminates as a result of the expiration of the term of the Agreement, Employee shall not be entitled to receive Severance Pay; however, Employee shall be entitled to payment for accrued Paid Time Off "PTO" in accordance with BMPO policies which are applicable to non-bargaining unit employees at that time. However, in no event shall Employee's leave payout exceed 480 hours of accrued PTO.

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Proposed additions to text are shown by <u>underlining</u>; proposed deletions from existing text are shown by strike through.

- 2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the BMPO Board to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.3 Subsequent to the initial two (2) year employment period as referenced above in Sub-Section 2.1, this Agreement shall automatically renew for additional two (2) year extension periods, unless either the BMPO or Employee provides the other party with no less than 45 days prior written notice of its desire not to further extend this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement as further provided in the Employment Agreement.
- 3. Section 6, entitled "Performance Evaluation" is hereby amended as follows:

SECTION 6. PERFORMANCE EVALUATION

- 6.1 The BMPO Board shall may review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall occur no later than sixty days prior to the scheduled extension of this Agreement pursuant to Sub-Section 2.3, and shall be in accordance with any specific criteria developed jointly by the BMPO Board or the appropriate committee thereof and Employee. Said criteria may be added to or deleted from as the BMPO Board may from time to time determine, in consultation with the Employee.
- 6.2 The BMPO Board and Employee may define such goals and performance objectives which they determine are necessary for the proper operation of the BMPO Executive Director's Office and in attainment of the BMPO Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals shall be attainable within the time limitations as specified and the appropriations provided.
- 6.3 In effecting the provisions of this Section, the BMPO Board and Employee mutually agree to abide by the provisions of applicable law.
- 4. Section 13, entitled "Notices" is hereby amended as follows:

SECTION 13. NOTICE

13.1 Notices pursuant to this Agreement shall be given by Certified Mail, return receipt requested, through United States Postal Service delivery, addressed as follows:

For BMPO

Broward Metropolitan Planning Organization 100 West Cypress Creek Road, Suite 850 Fort Lauderdale, Florida 33309

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Proposed additions to text are shown by <u>underlining</u>; proposed deletions from existing text are shown by strike through.

With a copy to:

Alan L. Gabriel, Esq. Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. 200 East Broward Boulevard, Suite 1900 Fort Lauderdale, Florida 33301

For Employee Gregory Stuart
4131 Bayview Drive
Fort Lauderdale, Florida 33308

Such addresses may be changed by either respective party at any time by giving thirty (30) days prior written notice as herein provided.

5. Other than as amended herein, the BMPO and Employee do hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the Employment Agreement. Except as amended herein all other terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be signed and executed, in duplicate, on the day and year first written above.

BMPO

ATTEST:

BROWARD METROPOLITAN PLANNING ORGANIZATION

Richard Blattner, Chair

12th day of July , 2012.

Approved as to form and legal sufficiency for the use of and reliance by the BMPO only:

Alan L. Gabriel, Esq.

Weiss Serota Helfman Pastoriza

Cole & Boniske, P.L.

EMPLOYEE:

SORY STUART

Witnesses:

Print Name: Mic

Gregory.Stuart.Amd.Employ.Agr.(FNL.7.12.12)