



Daniel J. Stermer  
*Mayor*

Angel M. Gomez  
*Commissioner*

Toby Feuer  
*Commissioner*

Jim Norton  
*Commissioner*

Thomas M. Kallman  
*Commissioner*

John R. Flint  
*City Manager/CEO*

19 April 2016

Mr. Larry Ellman  
Pro Community Management, Inc.  
2645 Executive Park Drive, Suite 669  
Weston, FL 33331

**Re: Landings Maintenance Association, Inc. (the "Association")**

Dear Board of Directors and Manager:

The Agreement between the City of Weston and the Landings Maintenance Association, Inc. for Access for Emergency Response and Disaster Debris Removal and Indemnification of the City and Federal Emergency Management Agency was entered into in 2007 (the "Agreement").

The Agreement enables the City of Weston (the "City") access to private or limited access roads for emergency response and disaster debris removal during a declared State of Emergency. The Agreement works in concert with Section 61 of the City Code of Ordinances that governs disaster debris removal during a declared State of Emergency. The Agreement and the City's Code will enable the City to best meet eligibility requirements for reimbursement from state and federal agencies for City funds expended for the removal of disaster debris from private and limited access roads.

The Federal Emergency Management Agency (FEMA) has recently revised its rules governing the eligibility requirements for reimbursement of funds expended for disaster debris removal from private and limited access roads. FEMA's actions have necessitated the City to amend the City Code to continue to best meet the updated eligibility requirements.

Based on FEMA's and the City's actions, it is necessary that the Association enter in the First Amendment to the Agreement for the City to continue to its access for emergency response and disaster debris removal during a declared State of Emergency.

The First Amendment amends the Agreement as follows:

- References Chapter 61 of the City Code which replaced former Chapter 100.
- Provides a notice provision for both parties.
- Provides for duration of agreement and termination provisions.
- All other provisions of the original Agreement remain in full force and effect.

Page 1 of 2

*The Nation's Premier Municipal Corporation<sup>SM</sup>*



19 April 2016  
Mr. Larry Ellman  
Page 2 of 2

*It is essential that you have the appropriate officials of the Association do the following:*

- *Execute the two original First Amendments enclosed herewith.*
- *Return the two original First Amendments in the postage paid return envelope not later than June 17, 2016.*

*Upon receipt of the two First Amendments executed by the Association, the City will execute its portion and return one fully executed First Amendment to the Association.*

*Failure of the Association to execute the First Amendment in the specified time will mean that during a declared State of Emergency, the City, its employees, agents, servants and representatives will not enter private or limited access roads for disaster debris removal, and the responsibility and cost of the disaster debris removal will become that of the Association.*

*We urge you to take immediate action to have the First Amendment executed and returned within the time specified to assure that the City will remove disaster debris from the Association's private or limited access roads.*

*Sincerely,*

**THE CITY OF WESTON**

*John R. Flint  
City Manager/CEO*

#63402 v1

Enclosures

**FIRST AMENDMENT**  
**TO**  
**AGREEMENT**  
**BETWEEN THE**  
**CITY OF WESTON**  
**AND**  
**LANDINGS MAINTENANCE ASSOCIATION, INC.**  
**FOR**  
**ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL AND**  
**INDEMNIFICATION OF THE CITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

This First Amendment is made and entered into this 25<sup>th</sup> day of MAY, 2016, by and between the City of Weston, Florida, a Florida municipal corporation (the "City"), and Landings Maintenance Association, Inc., a Florida corporation (the "Association").

**WITNESSETH:**

WHEREAS, First, Association is a Florida not-for-profit corporation which is responsible, under it's Declaration of Covenants, for the Private Rights-Of-Way of Landings Maintenance Association, Inc. (hereinafter "Property"), which is located within the municipal boundaries of the City; and

WHEREAS, Second, on January 16, 2007, the City Commission approved an agreement with the Association for access for emergency response and disaster debris removal and indemnification of the City and the Federal Emergency Management Agency (the "Agreement"); and

WHEREAS, the City Code provisions referenced in the Agreement have been revised, renumbered and relocated; and

WHEREAS, the Association desires for the City to remove Disaster Debris from Private Rights-Of-Way owned or controlled by the Association when the Disaster Debris is determined by the City to pose an immediate threat to the health, safety and welfare of the public in the area; and

WHEREAS, the City and the Association desire to amend the Agreement to incorporate and reference the revised City Code sections and to make such other modifications as provided herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Association agree as follows:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Section 2 of the Agreement "Access for Emergency Response and Disaster Debris Removal" is hereby amended to read as follows:

The City's responsibility for access for emergency response and disaster debris removal shall be governed by, and limited to, those set forth in Chapter 61 of the Code of Ordinances, as amended from time to time.

3. Section 5(E) is hereby added to the Agreement to read as follows:

(E) Whenever a party desires to give notice to the other parties, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the parties for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

**FOR CITY:**

John R. Flint  
City Manager  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

**With a copy to:**

Jamie Alan Cole, Esq.  
City Attorney  
City of Weston  
17200 Royal Palm Boulevard  
Weston, FL 33326

**FOR ASSOCIATION:**

Bruce Gammert President  
C/O PRO COMMUNITY MANAGEMENT INC.  
2645 EXECUTIVE PARK DRIVE  
SUITE 669  
WESTON, FL 33331

With a copy to:

LARRY RILMAN, Property Manager  
% PRO COMMUNITY MANAGEMENT INC.  
2645 EXECUTIVE PARK DRIVE  
SUITE 669  
WESTON, FL 33331

4. Section 6 "Duration of Agreement/Termination" is hereby added to the Agreement to read as follows:

**SECTION 6**  
**DURATION OF AGREEMENT / TERMINATION**

6.1 This Agreement shall commence on the date that it is fully executed by the parties and shall continue in full force and effect for twenty (20) years from such date, with renewable options, unless terminated pursuant to the conditions specified herein.

6.2 Subsequent to the twenty (20) year term, this Agreement shall automatically renew for consecutive one (1) year terms unless either party gives at least sixty (60) days written notice of the non-renewal of this Agreement to the other party.

6.3 This Agreement may be terminated with or without cause by either party upon sixty (60) calendar days written notice to the other party.

6.4 Either party may immediately terminate this Agreement, in whole or in part, in the event:

a) the CITY or ASSOCIATION substantially breaches any duty, obligation or service required pursuant to this Agreement, or

b) the duties, obligations or services required herein become impossible, unlawful, or impracticable due to a change in law or other unforeseen circumstances.

5. Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND LANDINGS MAINTENANCE ASSOCIATION, INC. FOR ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL AND INDEMNIFICATION OF THE CITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY.**

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor and City Manager, authorized to execute same by Commission action on the 4<sup>th</sup> day of April, 2016; and Landings Maintenance Association, Inc. authorized to execute same, through its signatory.

**CITY OF WESTON**, through its  
City Commission

ATTEST:

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved as to form and legality for  
use of and reliance by the City of  
Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
John R. Flint, City Manager  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

(CITY SEAL)

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND LANDINGS MAINTENANCE ASSOCIATION, INC. FOR ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL AND INDEMNIFICATION OF THE CITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LANDINGS MAINTENANCE ASSOCIATION, INC.

By: Bruce J. Gamache  
Name: BRUCE J. GAMACHE  
Title: PRESIDENT  
25<sup>th</sup> day of MAY, 2016

WITNESSES (for Association):

Debra G. Boles

DEBRA BOLES  
Print Name

[Signature]

ANDREW MEDINA  
Print Name