

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
DEMOLITION AND RECONSTRUCTION OF SOUTH OCEAN DRIVE BRIDGE (P12087)
BC-FTLAUD-FY2020-00002**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Fort Lauderdale, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an Interlocal Agreement between Broward County and City of Fort Lauderdale for Surtax-Funded Municipal Transportation Project: Demolition and Reconstruction of South Ocean Drive Bridge (P12087) BC-FTLAUD-FY2020-00002, dated September 10, 2021 (the "Agreement").

B. The Agreement expired by its terms on December 31, 2022.

C. The Parties now desire to extend the Agreement, retroactive to December 31, 2022, as if it had not expired, to provide the Municipality additional time to complete the Project and include a reimbursable inflation adjustment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree 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. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~December 31, 2022~~ **February 21, 2025** ("Initial Term"), **unless extended**.

4. Section 5.4 of the Agreement is amended as follows:

5.4 Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a

limitation upon County’s obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County’s obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction	\$2,176,937.00
Reimbursable Inflation Adjustment	\$ 259,055.50
MAXIMUM FUNDING AMOUNT:	\$2,435,992.50

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

- 5. Section 11.6 of the Agreement is amended as follows:

...

FOR COUNTY:

Broward County Administrator
 Attn: ~~Bertha Henry~~ **Monica Cepero**
 Government Center
 115 South Andrews Avenue, Room 409
 Fort Lauderdale, Florida 33301
 Email address: ~~bhenry@broward.org~~ **mcepero@broward.org**

With a copy to:

Broward County Attorney’s Office:
 Attn: Angela J. Wallace
 115 South Andrews Avenue, Room 423
 Fort Lauderdale, Florida 33301
 Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Christopher J. Lagerbloom, ICMA-CM, Greg Chavarria, City Manager
 100 North Andrews Avenue, 7th Floor
 Fort Lauderdale, Florida 33301
 Email address: clagerbloom@fortlauderdale.gov gchavarria@fortlauderdale.gov

6. Sections 2 and 3 of Exhibit A to the Agreement are amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Phase 1

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and City of Fort Lauderdale	August 31, 2021	ILA executed by City of Fort Lauderdale
1	Project Construction Advertising Bid, Award, Construction Contract execution	60 days October 5, 2023	Execution of Construction Agreement.
2	Notice to Proceed	40 days October 12, 2023	NTP Issued by City.
3	Substantial Completion	300 calendar days after NTP August 7, 2024	Includes punchlist items, final inspections, and non-substantial work items
4	Final Completion	360 calendar days after NTP October 14, 2024	Project Certified/Final Payment Issued

3. Project Schedule

Description	Duration/Deadline
County and City execution of Project Specific ILA	September 30, 2021
Bid Advertisement	August 31, 2021 May 5, 2023
Bid Award and Construction Contract Execution	November 5, 2021 October 5, 2023
Notice to Proceed	December 11, 2021 October 12, 2023

Substantial Completion	October 14, 2022 August 7, 2024
Final Project Completion	December 11, 2022 October 14, 2024

7. The provisions within the Funding Parameters Section of Exhibit B under the heading “Quarterly Draws in Advance of Expenditures” are amended as follows:

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-to-Exceed Amount specified below in advance of the applicable Deliverable or Phase (“Application for Funding”) **(excluding the cost escalation amount specified below)**. The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Reimbursable Inflation Adjustment

After Project final completion, successful Project closeout, and all other Project funding has been expended on the Project, Municipality may submit an Application for Funding to County seeking reimbursement for eligible Project costs associated with inflation up to the Reimbursable Inflation Adjustment Amount specified below. An Application for Funding for the Reimbursable Inflation Adjustment Amount must include: the information set forth above for an Application for Funding; a certification that all other Project funding has been utilized; and invoices documenting expenditures for eligible Project Costs up to the Reimbursable Inflation Adjustment Amount. The Inflation Adjustment Amount may not exceed eleven and nine tenths percent (11.9%) of the Total Maximum Not-To-Exceed Amount excluding the Reimbursable Inflation Adjustment Amount.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverable 0-1: Execution of ILA, Bidding, and Award	\$544,234.25
Deliverable 2: Notice to Proceed Issued	\$544,234.25
Deliverable 3: Substantial Completion	\$544,234.25
Deliverable 4: Final Project Completion	\$544,234.25
<u>Deliverable – Final Completion, Successful Closeout, and County’s Receipt of Required Documentation.</u>	<u>\$ 259,055.50</u>
<u>Reimbursable Inflation Adjustment Amount</u>	
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	<u>\$2,176,937.00</u> <u>\$2,435,992.50</u>

8. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, 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 as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. 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.

10. Municipality acknowledges that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

11. The effective date of this First Amendment shall be retroactive to December 31, 2022.

12. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and the City of Fort Lauderdale, through its City Manager, authorized to execute same by action of the City Commission of the City of Fort Lauderdale on the 23rd day of March 2023, Resolution No. 23-64.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

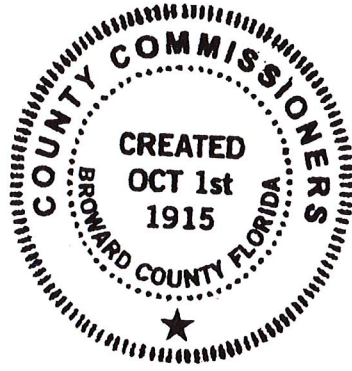
By 
Monica Cepero

29th day of September, 2023

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

By William Bucciero
Digitally signed by William Bucciero
Date: 2023.09.27 11:40:32 -04'00'
William J. Bucciero (Date)
Assistant County Attorney

By Angela J. Wallace
Digitally signed by Angela J. Wallace
Date: 2023.09.28 15:52:40 -04'00'
Angela J. Wallace (Date)
Transportation Surtax General Counsel




AJW/WB/hb
First Amendment - BC-FTLAUD-FY2020-00002
08/24/2023

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MUNICIPALITY

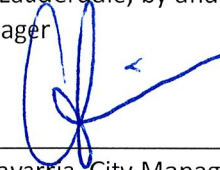
ATTEST:

City of Fort Lauderdale, by and through
its City Manager

for 

David R. Soloman
City Clerk for the City of Fort Lauderdale




By _____
Greg Chavarria, City Manager

24th day of *September* 2023

I HEREBY CERTIFY that I have approved
this Agreement as to form and correctness
subject to execution by the parties:


D'Wayne Spence, Interim City Attorney

RESOLUTION NO. 23-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING RESOLUTION NO. 14-62 BY DELEGATING TO THE CITY MANAGER THE AUTHORITY TO EXECUTE INTERLOCAL AGREEMENTS, AND APPROVE AND EXECUTE AMENDMENTS, MODIFICATIONS, REINSTATEMENTS, ADDENDA, EXTENSIONS OF TIME, AND OTHER DOCUMENTS, RELATED TO BROWARD COUNTY TRANSPORTATION SYSTEM SURTAX-FUNDED PROJECTS, ON BEHALF OF THE CITY OF FORT LAUDERDALE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4.01(b) of the Charter of the City of Fort Lauderdale, Florida, provides as follows:

All contracts, agreements, leases or other instruments to which the city is a party and under which the city assumes any liability, shall be executed in the name of the city by the mayor and city manager, attested by the city clerk, and the form of any such instrument shall be previously approved by the city attorney or assistant city attorney, provided, however, that where by ordinance or resolution, the execution of short-term leases or other instruments is delegated to another person, such instrument may be executed in the manner provided by such ordinance or resolution.

; and

WHEREAS, Resolution No. 14-62 delegates to the City Manager of the City of Fort Lauderdale, Florida, "the authority to execute grant contracts, agreements, modifications, extensions and other grant documents on behalf of the City, once grant acceptance is approved by the City Commission."; and

WHEREAS, on November 6, 2018, the electors of Broward County, Florida, approved a local one percent discretionary sales surtax for thirty-years to increase mobility and address transportation challenges in Broward County;

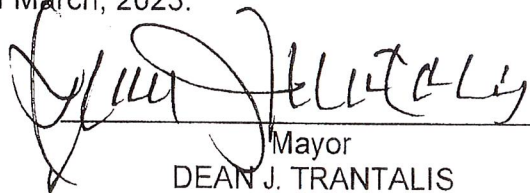
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That Section 1 of Resolution No. 14-62 is hereby amended to provide as follows:

That the City Manager of the City of Fort Lauderdale, Florida, is hereby delegated the authority to execute grant contracts, agreements, modifications, extensions, and other grant documents on behalf of the City, once grant acceptance is approved by the City Commission. This delegation of authority to the City Manager includes the authority to execute interlocal agreements, and approve and execute amendments, modifications, reinstatements, addenda, extensions of time, and other documents, related to Broward County Transportation System Surtax-funded projects, on behalf of the City of Fort Lauderdale.


SECTION 2. That this resolution shall be in full force and effect upon final passage.

ADOPTED this 23rd day of March, 2023.



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

Dean J. Trantalis Yea

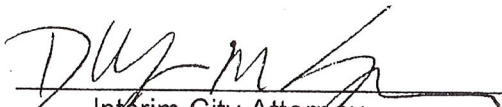
John C. Herbst Yea

Steven Glassman Yea

Pamela Beasley-Pittman Yea

Warren Sturman Yea

APPROVED AS TO FORM:



Interim City Attorney
D'WAYNE M. SPENCE

RESOLUTION NO. 14-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, DELEGATING TO THE CITY MANAGER AUTHORITY TO EXECUTE GRANT CONTRACTS, AGREEMENTS, MODIFICATIONS, EXTENSIONS AND OTHER GRANT DOCUMENTS ON BEHALF OF THE CITY AFTER APPROVAL OF GRANT ACCEPTANCE BY THE CITY COMMISSION.

WHEREAS, Section 4.01(b) of the City Charter of the City of Fort Lauderdale requires that Mayor, City Manager, City Attorney and City Clerk execute all contracts, agreements or other instruments to which the City is a party under which the City assumes any liability; and

WHEREAS, the City Charter further provides that the City Commission has the authority to delegate by resolution to another person the authority to execute these instruments; and

WHEREAS, the City Commission hereby delegates authority to the City Manager to execute all grant contracts, agreements, modifications, extensions and other grant documents to which the City is a party and/or recipient of grant funds, on behalf of the City, once grant acceptance is approved by the City Commission; and

WHEREAS, such documents shall still be attested by the city clerk and approved as to form by the city attorney or assistant city attorney; and

WHEREAS, all budget amendments associated with grant acceptance or modification will still require City Commission approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

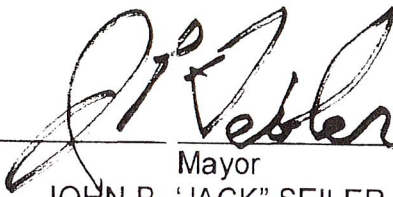
SECTION 1. That the City Manager of the City of Fort Lauderdale, Florida is hereby delegated the authority to execute grant contracts, agreements, modifications, extensions and

other grant documents on behalf of the City, once grant acceptance is approved by the City Commission.

SECTION 2. That the office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.


SECTION 3. That this resolution shall be in full force and effect upon final passage.

ADOPTED this the 1st day of April, 2014.



Mayor
JOHN P. 'JACK' SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

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