

**SECOND 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 Second 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, ("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") (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 "Original Agreement").

B. The Original Agreement was amended by a First Amendment, effective December 31, 2022 ("First Amendment"). The Original Agreement, as amended by the First Amendment, is referred to as the "Agreement."

C. The Parties now desire to further amend the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are 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 Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this Amendment are indicated 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 ~~February 21, 2025~~ **November 1, 2025** ("Initial Term"), unless extended.

4. The Maximum Funding table set forth in Section 5.4 of the Agreement is amended as follows:

Description	Not-To-Exceed Amounts
Phase 1: Construction	\$ 2,176,937.00
Reimbursable Inflation Adjustment	\$ 259,055.50
Contingency	\$ 115,284.32
MAXIMUM FUNDING AMOUNT:	\$2,435,992.50 \$2,551,276.82

5. The following contact information contained in Section 11.6 of the Agreement is amended as follows:

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

~~Greg Chavarria~~ **Rickelle Williams**, City Manager
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301
Email address: ~~gchavarria@fortlauderdale.gov~~ **rickellewilliams@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	October 5, 2023 <u>November 28, 2023</u>	Execution of Construction Agreement.
2	Notice to Proceed	October 12, 2023 <u>April 12, 2024</u>	NTP Issued by City.
3	Substantial Completion	August 7, 2024 <u>June 30, 2025</u>	Includes punchlist items, final inspections, and non-substantial work items
4	Final Completion	October 14, 2024 <u>September 30, 2025</u>	Project Certified/Final Payment Issued

3. Project Schedule

Description	Duration/Deadline
County and City execution of Project Specific ILA	September 30, 2021
Bid Advertisement	May 5, 2023
Bid Award and Construction Contract Execution	October 5, 2023 <u>November 28, 2023</u>
Notice to Proceed	October 12, 2023 <u>April 12, 2024</u>
Substantial Completion	August 7, 2024 <u>June 30, 2025</u>
Final Project Completion	October 14, 2024 <u>September 30, 2025</u>

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, **not including the Applications for Funding for the Reimbursable Inflation Adjustment and Contingency Adjustment.**

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.

Contingency Adjustment

At any time, Municipality may submit an Application for Funding to County seeking an amount up to the Contingency Adjustment amount specified below. An Application for Funding for the Contingency Adjustment amount must include the information set forth above for an Application for Funding and any other information reasonably requested by the Contract Administrator.

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 Amount	Not-To-Exceed
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>Contingency Adjustment</u>	<u>\$115,284.32</u>	
Deliverable - Final Completion, Successful Closeout, and County's Receipt of Required Documentation. Reimbursable Inflation Adjustment Amount	\$259,055.50	
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$2,435,992.50	<u>\$2,551,276.82</u>

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 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 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 Amendment, Municipality has no claims against or disputes with County with respect to any of the matters covered by the Agreement.

11. The effective date of this Amendment shall be retroactive to February 21, 2025.

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

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 City of Fort Lauderdale, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 2025

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 J. Bucciero (Date)
Assistant County Attorney

By _____
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

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Municipality

ATTEST:

City of Fort Lauderdale, by and through its
City Manager

By: _____
David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

_____ day of _____, 2025

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

By: _____
Assistant City Attorney