



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT
LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
NW 15th AVE COMPLETE STREETS ROADWAY IMPROVEMENTS (FORT-122/162)**

This is the First Amendment ("Amendment") to the Agreement (defined below) 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 the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project Fort-122/162, dated December 12, 2023 (the "Agreement").

B. On December 17, 2024, the Broward County Mobility Advancement Program Administration approved Municipality's request to increase the maximum-not-to-exceed amount of the Project and to change the Project schedule.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County and Municipality 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. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this 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. The Parties hereby exercise the two Extension Terms defined in Section 4.2 of the Agreement. The Agreement term is extended through November 11, 2027. Any further extensions to the term of the Agreement are subject to approval by the Board and the governing body of Municipality.
4. Section 5.4 of the Agreement is amended as follows:

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 (inclusive of CEI and 5% contingency)	\$2,812,805.00 <u>\$2,996,668.00</u>
<u>Reimbursable Inflation Adjustment</u>	<u>\$356,603.49</u>
MAXIMUM FUNDING AMOUNT	\$2,812,805.00 <u>\$3,353,271.49</u>

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, "Notices" is amended as follows:

Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

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

FOR MUNICIPALITY:

~~Greg Chavarria, City Manager~~ **Rickelle Williams, City Manager**
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email address: ~~gchavarria@fortlauderdale.gov~~
rickellewilliams@fortlauderdale.gov

6. Sections 2 and 3 of Exhibit A 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: Construction Phase

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of ILA between County and City	11/21/2023	ILA executed by Municipality
2	Project Construction Advertising Bid, Award, Construction Contract execution	03/20/2024 <u>3/25/2025</u>	Approved Solicitation; Fully Executed Construction Agreement
3	1st Notice to Proceed (NTP)	04/05/2024 <u>5/9/2025</u>	Include construction schedule, MOT and permit submittals and logs, proposed subcontractor/vendor's list and others.
4	Permitting	06/1/2024 <u>7/7/2025</u>	Approved permits, MOT and Neighborhood flyer and Preconstruction meeting.
5	2nd Notice to Proceed (NTP)	07/02/2024 <u>7/31/2025</u>	Include project sign, mobilization coordination, flyer distribution and others.
6	Construction Commencement	07/15/2024 <u>8/13/2025</u>	Mobilization
7	30% completion	09/30/2024 <u>10/29/2025</u>	Project is 30% complete, as reasonably determined by the Project Manager
8	60% completion	01/30/2025 <u>2/28/2026</u>	Project is 60% complete, as reasonably determined by the Project Manager
9	Substantial Completion	03/16/2025 <u>4/14/2026</u>	Includes punch list items, final inspections, and non-substantial work items
10	Final Completion	07/14/2025 <u>8/12/2026</u>	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to City, and Final Payment Issued

3. Project Schedule:

Description	Deadline
County and City execution of Project Specific ILA	11/07/2023
Bid Advertisement	12/05/2023 <u>5/6/2024</u>
Bid Award and Construction Contract Execution	2/20/2024 <u>3/25/2025</u>
1st Notice to Proceed	4/05/2024 <u>5/9/2025</u>
Permitting	6/01/2024 <u>7/7/2025</u>
2nd Notice to Proceed	7/02/2024 <u>7/31/2025</u>
Substantial Completion	3/16/2025 <u>4/14/2026</u>
Final Project Completion and Closeout	7/14/2025 <u>8/12/2026</u>

7. The following text is added to Exhibit B of the Agreement prior to the payment table (bolding and underlining omitted):

Maximum 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: all 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.

8. The payment table in Exhibit B of the Agreement is amended as follows:

Deliverable/Phase Description	Maximum Not-to-Exceed Amount
Deliverables 1-2: Execution of ILA, Bidding, and Award, Notice to Proceed Issued	\$703,201.25
Deliverable 3-5: Notice to Proceed	\$703,201.25
Deliverable 6-8: 30% - 60% Completion	\$703,201.25
Deliverable 9-10: Substantial Completion Final Project Completion	\$703,201.25 <u>\$887,064.25</u>
<u>Reimbursable Inflation Adjustment</u>	<u>\$356,603.49</u>
<u>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:</u>	\$2,812,805.00 <u>\$3,353,271.49</u>

9. 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.

10. 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.

11. Municipality acknowledges that through the date this Amendment is executed by Municipality, Municipality has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. The effective date of this Amendment shall be the date of complete execution by the Parties.

13. 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 BOARD OF COUNTY COMMISSIONERS, signing by and 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 Authorized Signer, duly authorized to execute same.

BROWARD 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 _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

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MUNICIPALITY

ATTEST:

City of Fort Lauderdale

David R. Soloman, City Clerk
City of Fort Lauderdale

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 2025

By: _____
Rickelle Williams, City Manager

_____ day of _____, 2025

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

By: _____
Assistant City Attorney