

**Cover Sheet**

Surtax Funding Agreement for City of Fort Lauderdale

April 28, 2026

Please find attached the Surtax Funding Agreement (SFA) with Broward County for your FY 2026 Grant Match Program project in the amount of \$3,000,000.00 to match a FY 2025 State Appropriation/FDOT grant.

MAP ID	PROJECT NAME	CBE GOAL %
GMFORT-026	Breakers Avenue Resiliency and Traffic Improvements	0%

For notice to a Party to be effective, 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 identified below. Addresses and titles may be changed by the applicable Party giving notice.

**FOR COUNTY:**  
 Broward County Administrator  
 Attn: Monica Cepero  
 115 South Andrews Avenue, Room 409  
 Fort Lauderdale, Florida 33301  
 Email address: [mcepero@broward.org](mailto:mcepero@broward.org)

**FOR MUNICIPALITY:**  
 Rickelle Williams, City Manager  
 101 NE 3<sup>rd</sup> Avenue, Suite 2100  
 Fort Lauderdale, FL 33301  
 Email address: [city.manager@fortlauderdale.gov](mailto:city.manager@fortlauderdale.gov)

*With a copy to:*  
 Broward County Attorney's Office:  
 Attn: Nathaniel Klitsberg  
 115 South Andrews Avenue, Room 423  
 Fort Lauderdale, Florida 33301  
 Email address: [nklitsberg@broward.org](mailto:nklitsberg@broward.org)

*With a copy to:*  
 Municipal SPOC (Surtax Point of Contact)  
 Ekaete Ekwere  
 (954) 828-4698  
 Email address: [ekwere@fortlauderdale.gov](mailto:ekwere@fortlauderdale.gov)

\_\_\_\_\_  
 Municipal Authorized Signatory  
 Approved as to form and correctness:

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Assistant City Attorney

Return a signed copy to the MAP Administration office by email at [map@broward.org](mailto:map@broward.org).

\_\_\_\_\_  
 County Authorized Signatory  
 Gretchen Cassini  
 Mobility Advancement Program Administrator

\_\_\_\_\_  
 Date

## Surtax Grant Match Program Funding Application

The Grant Match Program was established pursuant to Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. A Municipality must enter into a Surtax Funding Agreement to receive GMP funds.

**TO SUBMIT APPLICATION: Complete, save and email PDF, with required attachments to [MAP@Broward.org](mailto:MAP@Broward.org)**

Date of Request: 08/18/25 Lead Municipality: Fort Lauderdale  
 Grant Application Point of Contact: Gail Jagessar Email: gjagessar@fortlauderdale.gov

- Single Applicant  
 Joint Applicants (If checked, select all co-applicants below)
- Coconut Creek     Fort Lauderdale     Lauderdalehill     Oakland Park     Southwest Ranches
  - Cooper City     Hallandale Beach     Lazy Lake Village     Parkland     Sunrise
  - Coral Springs     Hillsboro Beach     Lighthouse Point     Pembroke Park     Tamarac
  - Dania Beach     Hollywood     Margate     Pembroke Pines     West Park
  - Davie     Lauderdale-By-The-Sea     Miramar     Plantation     Weston
  - Deerfield Beach     Lauderdale Lakes     North Lauderdale     Pompano Beach     Wilton Manors

Other(s) (i.e. FDOT, MPO, etc.): n/a

Name of Grant Program: State Appropriation Funding Agency: FL Dept of Transportation

Application Deadline: \_\_\_\_\_ Grant Mode of Submission: n/a

URL Link to NoFo/Guidelines: n/a

Type of Grant:  Competitive Federal     Competitive State  
 Appropriation Federal     Appropriation State    Other: \_\_\_\_\_

Project Name: Breakers Avenue Resiliency and Traffic Improvements

Expected Grant Start Date: 06/20/25 Expected Grant Completion Date: 12/31/27

Expected Project Start Date: 03/01/26 Expected Project Completion Date: 02/28/27

**Project Description (High-level project description, including geographic location)**

Breakers Avenue is a two-way street extending between Riomar Street and Vistamar Street in the City of Fort Lauderdale. The current cross-section includes one travel lane in each direction, with diagonal parking in the wide median. It is proposed to modify Breakers Avenue to provide a single vehicular travel lane in each direction with adjacent parallel parking spaces. As part of the project, travel lanes are being narrowed, the adjacent sidewalks widened, and additional seating areas is being added in sections without adjacent parallel parking. Landscape planters will also be added in locations where seating or parking spaces are not provided to further enhance the area.

**REQUIRED: Attach grant application, notice of funding award or appropriation request/approval with submittal**

Funding Source	Amount	Indicate Funding Source(s) for non-surtax match
Grant Funding Request	\$ 3,000,000.00	Local non-surtax funding is available for the project in adopted 5-year Community Investment Plan.
Non-surtax Match (25% minimum)	\$ 3,673,000.00	
Surtax Request Amount	\$ 3,000,000.00	
<b>Total Project Cost</b>	<b>\$ 9,673,000.00</b>	

Date: 08/18/25 Name: Milos Majstorovic Title: Director(Transp & Mobility)

I certify that I am authorized to submit this application on behalf of the municipality. All information and accompanying documentation submitted is true and accurate, and consistent with the requirements of Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement. This form is considered signed upon submission.

**FOR COUNTY USE ONLY**

**Legal Eligibility Review**

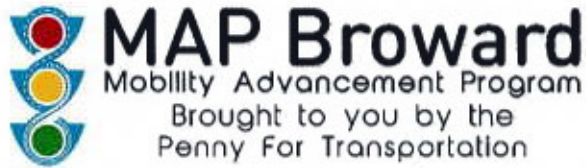
Date: 08/26/25 Eligibility: Eligible Reviewed by: NKLITSBERG

Comments: \_\_\_\_\_

**MAP Admin Review**

Date: 09/10/25 Road Jurisdiction: Accepted Reviewed by: NLYN  
 Date: 09/10/25 Permitting: Accepted Reviewed by: NLYN  
 Date: 09/10/25 Conflict w/other Projects: No Conflict Reviewed by: NLYN  
 Date: 09/10/25 Alignment w/Strategic Plan: Goal 4.2 Reviewed by: LSILVA  
 Date: 09/10/25 Alignment w/Program Goals: Goal 4 Reviewed by: LSILVA  
 Date: 09/10/25 Amount Approved: \$ 3,000,000.00 Reviewed by: GCASSINI

Comments: MAP ID: GMFORT-026



September 11, 2025

City of Fort Lauderdale  
c/o Mr. Milos Majstorovic  
Director of Transportation and Mobility Department  
Sent via email: [mmajstorovic@fortlauderdale.gov](mailto:mmajstorovic@fortlauderdale.gov)

Dear Mr. Majstorovic,

On behalf of Broward County and the Independent Transportation Surtax Oversight Board, thank you for participating in the first Surtax Municipal Grant Match Program (GMP) process in August 2025. It was a great success and will result in significant investment in mobility advancement and transportation infrastructure throughout Broward County.

We are pleased to provide this Notice of Award in the amount of \$3,000,000 for the *Breakers Avenue Resiliency and Traffic Improvements* project that received a \$3,000,000 FY 2025 State appropriation (financial project number 454537-1). GMP funds will be released in the County's fiscal year (FY) 2026 using an interlocal agreement (ILA). You will receive a separate email with further instructions and requests for additional information that may be necessary in order to go under agreement sometime next month.

In the meantime, please do not hesitate to contact me if you would like to discuss.

Best regards,

A handwritten signature in blue ink, appearing to read "G. Cassini".

Gretchen Cassini  
Mobility Advancement Program Administration

C: Laurette Jean, Assistant County Administrator  
Lina Silva, Contract Grants Administrator, Senior/GMP Lead  
Nathaniel Klitsberg, Transportation Surtax General Counsel



**STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED  
MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS  
(REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND  
GRANT MATCH PROGRAM)**

These Standard Terms and Conditions (“Standard T&Cs”) shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) (“2025 ILA”) entered into between certain Broward County municipalities (each a “Municipality” and collectively, “Participating Municipalities”) and Broward County, a political subdivision of the State of Florida (“County”). County and the applicable Municipality may also be identified individually as a “Party” and collectively referred to as the “Parties.”

**RECITALS**

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding (“Funding”) for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality’s request is referred to as an “Application” and includes the cover sheet to these Standard T&Cs with each applicable Party’s address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)**

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

- 1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.
- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.
- 1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.
- 1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.
- 1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.
- 1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

## **ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS**

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

- 2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).
- 2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.
- 2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

- (a) the proposed solicitation;
- (b) the proposed contract(s); and
- (c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
  - (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
  - (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/> or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

### **ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES**

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

### **ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS**

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.



## **ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)**

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

## **ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)**

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding 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. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

## **ARTICLE 7. INDEMNIFICATION**

Municipality shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

## **ARTICLE 8. AUDITING**

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to its Eligible Municipal Projects (the “Project Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with contract
- b) Compliance with the Code (including County’s code of ethics)
- c) Compliance with contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

"Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

## ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination (“Pre-termination Work”), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days’ prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality’s receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

#### **ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County’s Director of Office of Economic and Small Business Development (“OESBD”), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances (“Business Opportunity Act”), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County’s Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal



law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

**ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS**

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an “MUR” regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at <https://mapbroward.org/municipal-partners/municipal-surtax-program/>.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality’s Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, 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 identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms “herein” and “hereof” refer to these Standard T&Cs as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of these Standard T&Cs, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2