



FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: ROADWAY IMPROVEMENT (FORT 104)

This is the First Amendment (“Amendment”) to the Agreement 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 Surtax-Funded Municipal Transportation Project Fort 104, dated March 13, 2024 (the “Agreement”).

B. On April 15, 2025, Broward County Mobility Advancement Program Administration approved Municipality’s request to extend the term of the Project and 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 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 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 ~~July 31, 2025~~ **January 31, 2027** (“Initial Term”), unless extended pursuant to Section 4.2.

4. Section 2 of Exhibit A of the Agreement is 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.

Municipality shall provide to the Contract Administrator a certification from a professional engineer which states all documents submitted meet a level of completeness in accordance with local engineering standards; this applies to all Deliverables listed in this Agreement.

DELIVERABLES: Design Phase

No.	Description	Duration/Deadline	Acceptance Criteria
1	Executed ILA	02/22/2024	ILA executed by City; City certifies Right of Way Acquisition and Wetland Mitigation not required for this segment.
2	Bid Advertisement and Award; <u>Consultant Agreement Execution</u>	4/14/2024 <u>12/15/2025</u>	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
3	Notice to Proceed and Commencement of Work	6/19/2024 <u>2/19/2026</u>	NTP Issued by City
4	Basis of Design Report	7/6/2024 <u>3/8/2026</u>	The basis of design report shall establish the design criteria and standards to be used and describe the conceptual design plan and scope of the project. The report must include a noise study for soundwalls, lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County.
5	30% Design Submittal	9/19/2024 <u>5/22/2026</u>	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
6	60% Design Submittal	11/19/2024 <u>7/22/2026</u>	Complete Drainage Analysis must be included in 60% Design Submittal as well as typical and standard sections. Subject to review and approval by County
7	90% Design Submittal	2/19/2025 <u>10/22/2026</u>	Typical and standard sections must be included in 90% Design Submittal for review and approval by County.
8	Final Plans, Specification Package, and Final Cost Estimate Submittal Permitting completed.	4/04/2025 <u>12/5/2026</u>	Signed, sealed, and complete construction plans, specifications, and cost estimate, prepared in accordance with applicable State, County, and local standards. All required permits issued. Subject to review and approval by County.

5. Section 3 of Exhibit A of the Agreement is amended as follows:

3. **Project Schedule:**

Phase: Design	<u>Deadline</u>
ILA fully executed by County and City	2/22/2024
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	4/14/2024 <u>12/15/2025</u>
Notice to Proceed Issued	6/19/2024 <u>2/19/2026</u>
Basis of Design Report/Preliminary Investigation/Surveying	7/6/2024 <u>3/8/2026</u>
30% Design Submittal	9/19/2024 <u>5/22/2026</u>
60% Design Submittal	11/19/2024 <u>7/22/2026</u>
90% Design Submittal	2/19/2025 <u>10/22/2026</u>
Final Design Completion	4/04/2025 <u>12/5/2026</u>
Public Involvement	On-going

6. 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.

7. 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.

8. 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.

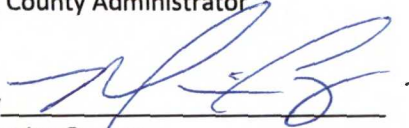
9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. 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.

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

25th day of August, 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



William J.
By Bucciero Digitally signed by William J. Bucciero
Date: 2025.08.21 12:14:57 -04'00'
William J. Bucciero (Date)
Assistant County Attorney

Douglas
By Gonzales Digitally signed by
Douglas Gonzales
Date: 2025.08.21
12:25:24 -04'00'
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

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MUNICIPALITY

ATTEST:



David R. Soloman, City
City of Fort Lauderdale



City of Fort Lauderdale

By: 

Rickelle Williams, City Manager

7th day of August, 2025

Approved as to form and correctness:


Senior Assistant City Attorney