



FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: INDUSTRIAL PARK AND CORRIDOR IMPROVEMENTS – PAVING, GRADING AND ROADWAY DRAINAGE (HOLL-064)

This First Amendment ("First Amendment") modifies the Agreement between Broward County, a political subdivision of the State of Florida ("County"), and the City of Hollywood, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. On or about July 3, 2023, the Parties entered into the Interlocal Agreement for Surtax-Funded Municipal Transportation Project for the Industrial Park and corridor improvements – paving, grading, and roadway drainage (HOLL-064) ("Agreement").
- B. The Agreement expires by its terms on May 31, 2027.
- C. The Parties now desire to amend the Agreement to include the potential for a reimbursable inflation adjustment in connection with the Project.

Now, therefore, for good and valuable consideration, 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 in this First Amendment retain their meanings as used in the Agreement.
- 2. Modifications to specific language in the Agreement made in this First Amendment are identified by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified in this First Amendment, all remaining provisions in the Agreement shall remain in full force and effect.
- 3. 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 & Construction Engineering and Inspection Services	\$5,000,000.00
<u>Maximum Reimbursable Inflation Adjustment</u>	<u>\$595,000.00</u>
MAXIMUM FUNDING AMOUNT:	\$5,000,000.00 <u>\$5,595,000.00</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.

4. The provisions within the Funding Parameters Section of Exhibit B are amended as follows:

Municipality may invoice County for funding ("Application for Funding"), at intervals of not more than quarterly, for work to be completed on the Project up to the maximum not-to-exceed amounts per applicable Phase stated below. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Phase until all prior Phases have been satisfactorily completed. Municipality may not invoice for a Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Each quarter will be funded in advance by County per the schedule stated below, with the quarterly funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Phase or Deliverable divided by the number of quarters in the duration of that Phase or Deliverable, less any unexpended funding received during any prior quarter. Each Application for Funding (after the first) shall include for the prior quarter the amount of funding received and evidence of actual expenditures for that quarter including documentation demonstrating all invoices received from and payments made to Contractor or Consultant; and a statement indicating the cumulative amount of CBE participation through the end of the prior quarter. Municipality shall submit with each Application for Funding: an updated progress schedule; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

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.

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverable 1: 25%_ of qualifying paving, grading, and drainage line items. Approximately 17,775 LF of Solid and exfiltration pipe and 22 catch basins.	\$1,250,000.00
Deliverable 2: 50%_ of qualifying paving, grading, and drainage line items. Approximately 17,775 LF of Solid and exfiltration pipe and 22 catch basins.	\$1,250,000.00
Deliverable 3: 75% of qualifying paving, grading, and drainage line items. Approximately 17,775 LF of Solid and exfiltration pipe and 22 catch basins.	\$1,250,000.00
Deliverable 4: 100%_ of qualifying paving, grading and drainage line items. Approximately 17,775 LF of Solid and exfiltration pipe and 22 catch basins.	\$1,250,000.00
<u>Inflation Adjustment Deliverable - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment</u>	<u>\$595,000.00</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$5,000,000.00 <u>\$5,595,000.00</u>

5. If there is any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

7. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County regarding any matter covered by the Agreement, and Municipality has no right of set-off or counterclaims against any amount payable under the Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 HOLLYWOOD, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By [Signature]
Monica Cepero

25 day of September, 2024

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



Digitally signed by Gavin Rynard
Date: 2024.09.19 10:39:00 -04'00'

By Gavin Rynard
Gavin P. Rynard (Date)
Assistant County Attorney

Digitally signed by NATHANIEL A. KLITSBERG
Date: 2024.09.23 09:19:11 -04'00'

By NATHANIEL A. KLITSBERG
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NK/gpr
HOLL-064 – First Amendment
6/3/2024
#1109022.1

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MUNICIPALITY

ATTEST:

DS



DocuSigned by:

Patricia A. Cerny

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Patricia A. Cerny
CITY CLERK

DS JJ

DS VI

DS [Signature]

City of Hollywood, a municipal corporation of the State of Florida

DocuSigned by:

George Keller

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By: George R. Keller, Jr., CPPT, City Manager

George Keller

Print Name

27th day of June, 2024

APPROVED AS TO FORM:

DocuSigned by:

Douglas Gonzales

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DS DC

City Attorney

Douglas R. Gonzales