



SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: MILLING, PAVING, AND RESURFACING OF PUBLIC ROADS (BC-CCREEK-FY2020-00001)

This is the Second Amendment (“Second Amendment”) to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida (“County”), and the City of Coconut Creek, 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: Milling, Paving, and Resurfacing of Public Roads (BC-CCREEK-FY2020-00001), dated February 2, 2022, as amended by the First Amendment, dated November 10, 2022 (together, the “Agreement”).

B. The Agreement expires by its terms on April 30, 2023.

C. The Parties now desire to extend the Agreement to provide the Municipality additional time to complete the work under the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, 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 Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The effective date of this Second Amendment shall be April 30, 2023. Except as provided herein, the execution of this Second Amendment shall not operate as a waiver of any right, power, or remedy of the Parties and does not serve to effect a novation.

3. Amendments to the Agreement made pursuant to this Second 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.

4. 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 ~~April 30, 2023~~ **August 28, 2023** (“Initial Term”).

5. Deliverable 7 of Section 2 of Exhibit A to the Agreement is amended as follows:

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No.	Description	Duration/Deadline	Acceptance Criteria
7	Final Completion	280 days after NTP <u>August 28, 2023</u>	Project Certified/Final Payment Issued

6. The Project Schedule of Exhibit A to the Agreement is amended as follows:

Project Schedule:

Description	Deadline
County and City execution of Project Specific ILA	January 31, 2022
Bid Advertisement	March 1, 2022
Bid Award, Construction Contract Execution	May 31, 2022
Notice to Proceed, Commencement of Work/Project Kickoff	June 13, 2022
Substantial Completion	January 31, 2023 April 28, 2023
Final Project Completion	March 31, 2023 August 28, 2023
Interlocal Agreement End Date Term	August 28, 2023

6. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second 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 Second 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 Second 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. The Parties agree and acknowledge that through the effective date of this Second Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. This Second Amendment may be executed in multiple originals, and 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.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 Deerfield Beach, signing by and through its City Mayor, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____ 2023

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 _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

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MUNICIPALITY

ATTEST:

City of Coconut Creek

Joseph J. Kavanagh,
City Clerk

By _____
Joshua Rydell, Mayor

_____ day of _____ 2023

By _____
Karen M. Brooks
City Manager

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

Terrill C. Pyburn, City Attorney