

RESOLUTION NO. 2025-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR THE PURPOSE OF CONSTRUCTING SIDEWALK IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF SAMPLE ROAD (STATE ROAD 834), ASSOCIATED WITH THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT, KNOWN AS SAMPLE ROAD IMPROVEMENTS (COCO-016); PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Penny for Transportation (Surtax) Mobility Advancement Program (MAP) awarded grant funding to the City for the design and construction of the Sample Road Improvements project from Lyons Road to the Tradewinds Park entrance, designated as Sample Road Improvements (COCO-016); and

WHEREAS, the City and Broward County entered into an Interlocal Agreement (ILA) in September of 2023 in order to receive the grant funding for the design portion of the project; and

WHEREAS, the City has successfully completed the design phase of the project and obtained all necessary permits from the Florida Department of Transportation (FDOT), which agency is the right-of-way owner; and

WHEREAS, the City and Broward County desire to amend the ILA for the construction phase of the project; and

WHEREAS, the City Commission finds and determines that it is in the best interest of the residents of the City of Coconut Creek to enter into the First Amendment to the ILA with Broward County to complete the construction phase of the Sample Road Improvements project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

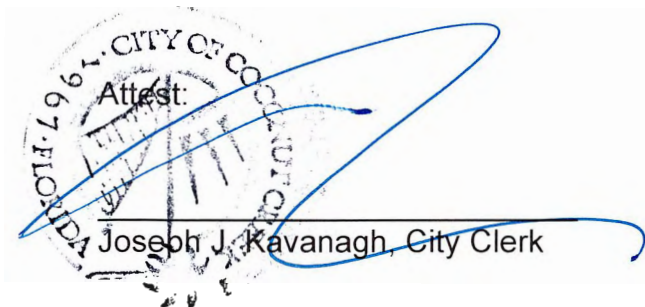
Section 2: That the City Commission has reviewed and hereby approves the attached First Amendment to the Interlocal Agreement between the Broward County and the City of Coconut Creek to complete the construction phase of the Sample Road Improvements (COCO-016) project.

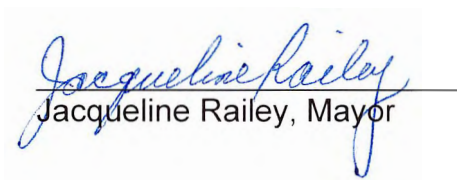
Section 3: That the Mayor is hereby authorized to execute said First Amendment to the Interlocal Agreement to complete the construction phase of the Sample Road Improvements (COCO-016) project.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 23rd day of October, 2025.


Attest:
Joseph J. Kavanagh, City Clerk


Jacqueline Railey, Mayor

Railey	<u>Aye</u>
Wasserman	<u>Aye</u>
Welch	<u>Aye</u>
Rydell	<u>Aye</u>
Brodie	<u>Aye</u>



FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: SAMPLE ROAD IMPROVEMENTS (COCO-016)

This First Amendment (“Amendment”) 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 the Surtax-Funded Municipal Transportation Project COCO-016 (the “Agreement”), dated September 15, 2023, in connection with Municipality’s Sample Road improvements project (the “Project”).

B. On July 1, 2025, County, multiple municipalities within Broward County (including Municipality), and the Broward County City Managers’ Association, Inc. (“BCCMA”) entered into the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) (the “2025 ILA”). The 2025 ILA amended and restated the Transportation Surtax Interlocal Agreement, dated November 8, 2018, amended in June 2019 (“First Amendment”), and further amended and restated in March 2021 (“Second Amendment”).

C. On September 19, 2023, the Broward County Board of County Commissioners approved the County’s Five-Year Capital Program, which included funding from the Transportation Surtax for the construction phase of the Project (“Phase 2”).

D. The Parties now desire to amend the Agreement to include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for the Phase 2, and to extend the Term of the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Modifications to specific language within the Agreement made in this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. 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 ~~August 31, 2026~~ **February 28, 2027** (“Initial Term”), unless extended pursuant to Section 4.2.

4. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design Complete <u>Less Phase 1: Unspent Funding and Interest</u> <u>Phase 1: Surtax Funding Utilized</u>	\$300,803.18 <u>(\$8,002.15)</u> <u>\$292,801.03</u>
<u>Phase 2: Construction Awarded</u> <u>Plus: Residual Balance (unspent Phase 1 funds)</u> <u>Phase 2: Surtax Funding Available</u>	<u>\$2,424,400</u> <u>\$8,002.15*</u> <u>\$2,432,402.15</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT: Phase 1 and Phase 2	\$300,803.18 <u>\$2,725,203.18</u>

*** Note 1: County previously awarded and paid Municipality \$300,803.18 for the design phase (Phase 1) of the Project. After completion of Phase 1, Municipality reported expenses of \$293,509.10, with a residual balance of \$8,002.15 (being \$7,294.08 in unspent funds plus \$708.07 earned interest). The residual balance of \$8,002.15 will be carried over and applied to the construction phase (Phase 2) of the Project.**

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5. Section 6 of the Agreement is amended as follows:

6.1 Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with ~~monthly information provided within thirty (30) days after the end of the applicable month,~~ quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one

hundred eighty (180) days after the end of the fiscal year:

~~6.1.1. Quarterly Report on Expenditures, **Schedule, and Changes:** (a) For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project; Monthly Report on Project Schedule; (b) the updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments); Monthly report on Material Changes or Impacts; and (c) all material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and~~

~~6.1.2. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.~~

~~6.2 Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data. **Intentionally Deleted.**~~

...

6. Section 11.6 of the Agreement is amended as follows:

...

With a copy to:

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

7. The following text is added to Section 1 of Exhibit A of the Agreement (bold and underlining omitted):

This Project includes replacements of bus shelters, as set forth in the signed and sealed Plans, dated October 3, 2024, incorporated herein by this reference.

8. A new Section 4 is added to Exhibit A as follows (bold and underline omitted):

4. Construction Deliverables and Schedule

DELIVERABLES: Phase 2 - Construction

No.	Description	Duration/Deadline	Acceptance Criteria
1	Bid Advertisement	February 1, 2026	Full bid package advertised
2	Contract awarded and executed/ Notice to Proceed (NTP) and Commencement	March 1, 2026	Executed construction contract NTP delivered to Contractor
3	25% Construction Completion (based on total Project construction cost)	April 1, 2026	Completion of all applicable inspections Completion of all FDOT permit construction requirements
4	50% Construction Completion (based on total Project construction cost)	June 1, 2026	Completion of all applicable inspections Completion of all FDOT permit construction requirements
5	75% Construction Completion (based on total Project construction cost)	July 1, 2026	Completion of all applicable inspections Completion of all FDOT and municipality construction requirements
6	Substantial Completion	September 1, 2026	Passing all required inspections Finalizing all payment applications Submitting all close-out documents
7	Final Completion	October 1, 2026	Close-out all open permits Submitting all surtax required documents

Project Schedule: Phase 2

Description	Deadline
Bid Advertisement	February 1, 2026
Award of Contract/Notice to Proceed (NTP)	March 1, 2026
Substantial Completion	September 1, 2026
Final Completion	October 1, 2026

9. A new section is added to Exhibit B of the Agreement as follows (bold and underline omitted):

For Phase 2 (construction), Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below, which funds shall be used only for costs associated through the applicable Deliverable. Upon completion of the applicable Deliverable, Municipality shall submit documentation to County demonstrating the actual expenditures and the total amount of funds

received for any preceding that Deliverable and not yet expended, which amounts shall be credited toward the next Deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable until all prior Deliverables have been satisfactorily completed. Municipality may not invoice for a Deliverable for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Deliverable/Phase Description (Phase 2 – Construction)	Maximum Not-to-Exceed Amount
Deliverable 2 Project Construction Advertising Bid, Award, Construction Contract execution	\$608,101.54
Deliverables 3 - 6 Notice to Proceed (NTP) and Commencement; 25% Construction Completion; 50% Construction Completion; 75% Construction Completion	\$608,101.54
Deliverable 7 Substantial Completion	\$608,101.54
Deliverable 8 Final Completion	\$608,101.53
<u>GRAND TOTAL</u>	\$2,432,402.15

10. Exhibit C to the Agreement is replaced with Exhibit C attached to this Amendment.

11. 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.

12. 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.

13. The Parties agree and acknowledge that through the effective date of this 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.

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

15. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. Waiver of 2025 ILA. Solely with respect to the Agreement, as amended by this Amendment, and for no other purpose, the Parties hereby expressly agree to waive the applicability of the relevant terms

and conditions of the 2025 ILA, including, without limitation, Section 4.4 thereof. This waiver is strictly limited in scope and duration to the execution of this Amendment and the performance of this Project and shall not be construed as a waiver, modification, or relinquishment of any other rights, obligations, or provisions under the 2025 ILA. The Parties further agree that except as expressly stated in this Amendment, this Agreement and the Project shall be governed exclusively by, and carried out in accordance with, the terms and conditions of the Second Amendment.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, by and through its County Administrator, authorized to execute same by Board action on the 10th day of June 2025, Agenda Item No. 65, signing by and through its Mobility Advancement Program Administrator, and City of Coconut Creek, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator, by and through
its Mobility Advancement Program Administrator

By Gretchen Cassini Digitally signed by
Gretchen Cassini
Date: 2025.11.19
14:51:59 -05'00'
Gretchen Cassini

____ day of _____, 2025

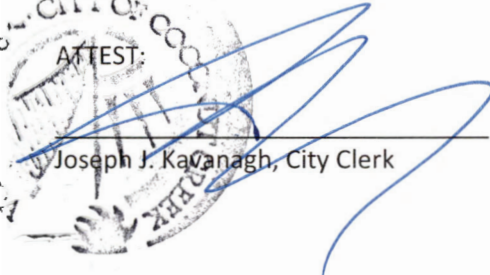
Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By William J. Bucciero Digitally signed by William J. Bucciero
Date: 2025.11.12 13:16:12 -05'00'
William J. Bucciero (Date)
Assistant County Attorney


By NATHANIEL A. KLITSBERG Digitally signed by
NATHANIEL A. KLITSBERG
Date: 2025.11.13 16:12:44
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Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
COCONUT CREEK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
SAMPLE ROAD IMPROVEMENTS (COCO-016)


MUNICIPALITY

ATTEST:


Joseph J. Kavanagh, City Clerk



City of Coconut Creek

By: 

Jacqueline Railey, Mayor

23rd day of October, 2025

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

EXHIBIT C
Reporting Requirements

Quarterly Reporting. On a quarterly basis, Municipality shall submit to County and the Oversight Board detailed reports that include the information contained in the (1) Municipal Surtax Project Quarterly Progress Report and (2) Municipal Surtax Project Quarterly Financial Report, each in the forms provided by County to Municipality, as updated from time to time.

Annual Reporting. On an annual basis, Municipality shall submit to County Municipality's Annual Comprehensive Financial Reports prepared pursuant to Florida Statutes Section 218.32 ("ACFR"). The ACFR shall include (1) an opinion as to whether this Project is in accordance with this Agreement for surtax funding, (2) sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law, and (3) cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality, including appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.