



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF  
COCONUT CREEK FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
DESIGN SERVICES FOR ADA ACCESSIBLE BUS PADS (COCO-024)**

This is the First Amendment (“First 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 for Design Services for ADA Accessible Bus Pads (Project ID COCO-024), dated March 22, 2022 (the “Agreement”).

B. The Agreement expires by its terms on September 30, 2024.

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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First 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 ~~September 30, 2024~~ **April 30, 2025** (“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.

**DELIVERABLES: Phase 1 – Design**

Sample Deliverable Schedule for Design

No.	Description	Duration/Deadline	Acceptance Criteria
0	Executed ILA	March 14, 2022	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement	<del>90 days</del> <b>August 25, 2022</b>	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	<del>30 days after</del> <b>Contract Award February 28, 2023</b>	NTP Issued by Municipality
3	Basis of Design Report	<del>90 days after NTP</del> <b>May 28, 2023</b>	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.
4	30% Design Submittal	<del>180 days after acceptance of Basis of Design Report</del> <b>November 28, 2023</b>	Typical and standard sections must be included in 30% Design Submittal for review and approval by County
5	60% Design Submittal	<del>180 days after acceptance of 30% Design Submittal</del> <b>May 28, 2024</b>	Complete Drainage Analysis must be included in 60% Design Submittal as well as typical and standard sections. Subject to review and approval by County
6	90% Design Submittal	<del>160 days after acceptance of 60% Design Submittal</del> <b>November 28, 2024</b>	Subject to review and approval by County
7	Final Completion	<del>24 months after NTP</del> <b>February 28, 2025</b>	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:**

~~Sample Project Schedule for Design Contract~~

<b>Description</b>	<b>Duration/Deadline</b>
ILA fully executed by County and Municipality	<del>March 14, 2022</del> <b><u>March 22, 2022</u></b>
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	<del>June 14, 2022</del> <b><u>August 25, 2022</u></b>
Notice to Proceed Issued	<del>July 14, 2022</del> <b><u>February 28, 2023</u></b>
Basis of Design Report/Preliminary Investigation/Surveying	<del>October 14, 2022</del> <b><u>May 28, 2023</u></b>
30% Design Submittal	<del>April 14, 2023</del> <b><u>November 28, 2023</u></b>
60% Design Submittal	<del>October 14, 2023</del> <b><u>May 28, 2024</u></b>
90% Design Submittal	<del>April 14, 2024</del> <b><u>November 28, 2024</u></b>
Final Design Completion	<del>July 14, 2024</del> <b><u>February 28, 2025</u></b>
Public Involvement	On-Going
Post-Design Services During Construction	TBD

6. In the event of 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.

7. 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.

8. The Parties agree and acknowledge that through the effective date of this First 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. The effective date of this First Amendment shall be the date of complete execution by the Parties.

10. This First 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 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 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 \_\_\_\_\_  
Monica Cepero

\_\_\_\_ day of \_\_\_\_\_, 2022

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

AJW/WB  
COCO-024 ILA First Amendment  
9-14-2022

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**MUNICIPALITY**

ATTEST:

CITY OF COCONUT CREEK

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

By \_\_\_\_\_  
Joshua Rydell, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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