

**FIRST AMENDMENT TO THE AGREEMENT FOR LOCAL FUNDING OF THE SAWGRASS
EXPRESSWAY PAT SALERNO DRIVE INTERCHANGE BETWEEN
BROWARD COUNTY AND THE CITY OF SUNRISE**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Sunrise, a Florida municipal corporation (“City”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement between Broward County and the City of Sunrise for Local Funding of the Sawgrass Expressway Pat Salerno Drive Interchange, dated February 23, 2022 (the “Agreement”).

B. The County and FDOT continue to negotiate the Locally Funded Agreement pursuant to which FDOT will accept the Retention Parcels (as defined in the Agreement).

C. The Parties now desire to enter into this First Amendment to modify the time frame for the City Contribution to FDOT.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties 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 2.1 of the Agreement is amended as follows:

2.1 City Contribution. No later than ~~March 31, 2023~~, 120 days after County provides notice to City that County and FDOT have entered into the Locally Funded Agreement as described in section 2.3 (which notice shall include a copy of the fully executed Locally Funded Agreement), City shall acquire and transfer to FDOT, or cause FDOT to acquire directly, at no cost to the FDOT or the County, seven (7) parcels on the west side of the Sawgrass Expressway (“Retention Parcels”), as more particularly described in Exhibit B, attached hereto and incorporated herein, to be used for drainage or other purposes determined by FDOT related to the drainage necessary for the construction of the Full Interchange. City shall be responsible for all costs related to the acquisition and transfer of the Retention Parcels. City shall not use any federal funds for costs of the acquisition or transfer of the Retention Parcels.

4. 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.

5. 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.

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

7. 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.

8. City represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this First Amendment is within City's legal powers, and each individual executing this First Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and THE CITY OF SUNRISE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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 _____
Annika E. Ashton (Date)
Deputy County Attorney

AEA/KR
03/02/2023
County Sunrise Pat Salerno Funding Agreement – First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
SUNRISE FOR LOCAL FUNDING OF THE SAWGRASS EXPRESSWAY PAT SALERNO DRIVE
INTERCHANGE**

CITY

CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 2023

I HEREBY CERTIFY that I have approved
This FIRST AMENDMENT as to form and legal
Sufficiency subject to execution by the parties:

City Attorney