

**ITEM #43**

**ADDITIONAL MATERIAL  
REGULAR MEETING**

**SEPTEMBER 17, 2024**

**SUBMITTED AT THE REQUEST OF  
MOBILITY ADVANCEMENT SECTION**



**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF NORTH LAUDERDALE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: INTERSECTION IMPROVEMENTS AND IMPLEMENTATION OF TRAFFIC CIRCLES AND MULTIUSE PATH ALONG SW 81ST AVE. AT KIMBERLY BOULEVARD, SW 5TH STREET, AND TAM O' SHANTER BOULEVARD (NLAU-007.2)**

This Fifth Amendment ("Fifth Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of North Lauderdale, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. On or about May 10, 2021, the Parties entered into the Interlocal Agreement for Surtax-Funded Municipal Transportation Project for Intersection Improvements and Implementation of Traffic Circles and Multiuse Path along SW 81st Ave. at Kimberly Boulevard, SW 5th Street, and Tam O'Shanter Boulevard (NLAU-007.2) ("Original Agreement").

B. On March 30, 2022, the Parties entered into a First Amendment to the Original Agreement to extend its Schedule and Term ("First Amendment").

C. On December 20, 2022, the Parties entered into a Second Amendment to further extend the Agreement's Schedule and Term and to remove tasks from the Scope of Services of the Agreement ("Second Amendment").

D. On August 16, 2023, the Parties entered into a Third Amendment to further extend the Agreement's Schedule and Term ("Third Amendment").

E. On March 29, 2024, the Parties entered into a Fourth Amendment to further extend the Agreement, redefine Deliverables, and transfer allocated funds between the Deliverables ("Fourth Amendment"). The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment is referred to herein as the "Agreement."

F. The Agreement, as currently written, expired on August 31, 2024.

G. Municipality has requested additional time to complete the work under the Agreement, and County is agreeable to Municipality's request.

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 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to 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. The Agreement is hereby reinstated and Section 4.1 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, 2024~~ **August 20, 2025** (“Initial Term”), unless extended pursuant to Section 4.2.

4. Section 5.9 of the Agreement is amended as follows:

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than ~~one hundred twenty (120)~~ **one hundred eighty (180)** days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the “Final Reconciliation”). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

5. Sections 2 and 3 of Exhibit A of the Agreement are 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**

| No. | Description                              | Duration/Deadline                                  | Acceptance Criteria                     |
|-----|--|--|---|
| 1   | Execution of ILA between County and Town | May 10, 2021                                       | ILA Executed by Town                    |
| 2   | Notice to Proceed                        | June 9, 2021                                       | NTP Issued                              |
| 3   | 30% Design Completion                    | January 2, 2024                                    | Documents Received and Approved by City |
| 4   | 60% Completion                           | <del>May 17, 2024</del> <b>October 15, 2024</b>    | Documents Received and Approved by City |
| 5   | 90% Completion                           | <del>July 12, 2024</del> <b>November 15, 2024</b>  | Documents Received and Approved         |
| 6   | Project Completion                       | <del>August 8, 2024</del> <b>February 21, 2025</b> | Final Design Approval by City           |
| 7   | Final Close-out Closeout                 | <del>August 31, 2024</del> <b>August 20, 2025</b>  | 100% design completion                  |

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**3. Project Schedule:**

|   |   |
|---|---|
| County and Town approve ILA for Project:    | May 10, 2021  |
| Notice to Proceed No. 1 Design              | June 9, 2021  |
| 30% Completion                              | January 2, 2024   |
| 60% Completion                              | <del>May 17, 2024</del> <b><u>October 15, 2024</u></b>    |
| Substantial Completion (90% completion)     | <del>July 12, 2024</del> <b><u>November 15, 2024</u></b>  |
| Project Completion (100% design completion) | <del>August 8, 2024</del> <b><u>February 21, 2025</u></b> |
| Closeout                                    | <del>August 31, 2024</del> <b><u>August 20, 2025</u></b>  |

6. If 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.

7. 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.

8. Municipality acknowledges that through the date this Amendment is executed by Municipality, Municipality has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

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

11. Notwithstanding the date of execution of this Amendment, County and Municipality agree that this Amendment shall be effective on August 31, 2024.

*(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, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Municipality, signing by and through its duly authorized representative.

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

Gavin P. Rynard  
By Gavin P. Rynard (Date)  
Assistant County Attorney  
Digitally signed by Gavin P. Rynard  
Date: 2024.09.11 14:09:32 -04'00'

2024.09.11  
By Nathaniel A. Klitsberg (Date)  
Transportation Surtax General Counsel  
14:18:12 -04'00'

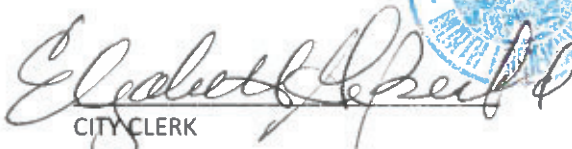
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NLAU-007.2 – Fifth Amendment  
08/19/2024  
#1119104.2

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MUNICIPALITY

CITY OF NORTH LAUDERDALE

ATTEST:

  
CITY CLERK



By:   
Signature  
Michael Sanezis  
Print Name  
City Manager  
Title  
11 day of Sept, 2024

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

  
City Attorney