

**JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF SUNRISE FOR THE RELOCATION, DISPOSAL, AND ADJUSTMENT
OF CITY UTILITIES RELATED TO COUNTY'S PINE ISLAND ROAD PROJECT FROM SW 36 STREET
TO NOVA DRIVE**

This is a Joint Participation Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and the City of Sunrise, a municipal corporation organized and existing under the laws of the State of Florida ("City") (collectively, the "Parties").

RECITALS

A. County is undertaking the design and construction of road improvements on sections of Pine Island Road as outlined in Exhibit A (the "Project Corridor"). The Project Corridor improvements involve the expansion of an existing four-lane roadway into a six-lane divided highway and includes the construction of wider sidewalks on both sides of the Project Corridor, along with additional improvements relating to drainage, signalization, irrigation, landscaping, and a bulkhead wall adjacent to the canal (collectively, the Project").

B. City has existing water utility lines and other infrastructure located within the Project Corridor that are required to be relocated so that County may complete the Project ("City Utility Work").

C. Rather than performing the City Utility Work itself, City has requested that County include the City Utility Work within the scope of work for the Project and include the City Utility Work within County's solicitation of bids for the Project.

D. As part of County's delivery of the City Utility Work as part of the overall Project, City is willing to provide funding to County to cover all costs associated with the City Utility Work, including but not limited to applicable pro-rata portions of all permitting, design, and 12% of the construction and engineering inspection costs of the Project (collectively, "City Costs") if County is willing to include the City Utility Work as part of the overall Project.

E. County is willing to include the City Utility Work as part of the overall Project subject to City paying the City Costs; City is committing to provide at its sole cost the ongoing and perpetual maintenance and repair of the relocated utilities, including compliance with existing Broward County Highway Construction and Engineering Division permit conditions; and City is agreeing to pay (or reimburse County for) any damage to the Project Corridor and Project work caused by City's maintenance and repair of the relocated utilities.

F. County has determined that it is a mutual benefit to the residents of County and City to perform the City Utility Work as part of the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.
- 1.3. **County Administrator** means the administrative head of County, appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County, appointed by the Board.
- 1.5. **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2 - TERM; SCOPE OF PARTICIPATION AND COSTS

- 2.1. **Term**. The term of this Agreement shall begin on the date it is signed by both Parties and shall end upon final completion of the Project, unless otherwise terminated as provided in this Agreement.
- 2.2. **City Costs**. Except as provided in Sections 2.4 and 2.5 below, the City Costs associated with the Project shall not exceed One Million One Hundred Eighty-Six Thousand Dollars (\$1,186,000). City agrees to pay County this amount within 30 calendar days after County and City agree on the documents described in Section 2.3 below. Within 30 calendar days after final completion of the Project, County will refund to City such portion of the City Costs, if any, that remain unspent after deducting the actual City Costs.
- 2.3. **Preparation and Approval of Plans and Documents**. County will have the Project consulting engineer prepare signed and sealed construction plans, specifications, and a cost estimate for the Project, including a breakdown of costs associated with the City Utility Work (which will include both costs that are specific to the City Utility Work as well as an estimated pro-rata portion for the City Utility Work of design costs, construction engineering and inspection ("CEI") services, and other joint activities that are inextricably intertwined between the Project as a whole and the City Utility Work). The design elements and other aspects of the City Utility Work will be separated in the various solicitations (e.g., design consultant, construction, etc.) issued by County for the Project. Upon County and City joint written approval of the plans, specifications, and cost estimates prepared, County will incorporate such items in the County's solicitation for bids for the Project.
- 2.4. **Plan Review and Bidding; City Approval of Bid**. City will assist County during the plan review and bidding process of the construction contract by providing responses to the vendors' requests for information regarding the City Utility Work. Upon opening of the bids for the

construction of the Project and prior to award to a contractor, County will furnish City with a copy of the overall low bid it received. If the actual cost of the City Utility Work, without modifications, results in a sum greater than that paid by City, then such sum shall be the sole responsibility of City and shall be paid to County within 10 calendar days after the award to the contractor. If City fails to timely give written notice of its acceptance of the bid (if within the original cost estimate), County, through the Contract Administrator, may terminate this Agreement. Upon such termination, City must remove all City utilities from the Project Corridor within 90 calendar days after termination so that County may timely proceed with the Project without the need to perform the City Utility Work.

2.5. Unforeseen Conditions; Increase in City Costs. If, during construction of the City Utility Work, unforeseen conditions (as defined in County's contract with the construction contractor) are discovered that require a change order to complete the City Utility Work that increases the overall costs to complete the City Utility Work, County will provide City with prompt notice of such matters. City agrees to pay such additional costs associated with the City Utility Work. Such additional amounts must be paid to County by City within 30 calendar days after the contractor provides an approved invoice to County for the work and County thereafter provides City with such invoice.

2.6. City Permit Fee Waiver. City agrees to waive all City permit and inspection fees, including permit security requirements, related to the Project.

2.7. Non-City Permits. To the extent deemed necessary by the Contract Administrator, City agrees to act as an applicant and sign applicable permit applications that may be required by non-City government agencies for the Project.

2.8. Transfer of Documents after Final Completion. Upon completion of the Project Corridor and associated Project, City will receive copies of all reports and documentation related to the Project, including a set of signed and sealed certified as-built drawings, including electronic PDF and AUTOCAD files, and warranties for the Project.

ARTICLE 3 – POST-CONSTRUCTION OBLIGATIONS

3.1. Survival of Provisions. All of City's obligations provided for in this Article 3 shall survive the expiration or earlier termination of this Agreement.

3.2. City Continued and Perpetual Maintenance and Repair Obligations. County is undertaking the City Utility Work for the benefit of City. As consideration for County allowing City's utilities to remain on County property, upon completion of the Project, City will retain ownership of the utility lines and infrastructure associated with the City Utility Work and shall be responsible, at its sole cost and expense, for its continued and perpetual maintenance and repair of the City Utility Work, including the performance of any repair and restoration of County property that may be impacted by City's maintenance and repair to the City Utility Work in the Project Corridor.

For purposes of this Agreement, the Project will be considered completed upon (1) final inspection by the Division, and (2) final acceptance by the Contract Administrator.

3.3. Relocation or Alteration of Utilities in Project Corridor. City cannot relocate, replace, modify, or alter all or any part of the utilities located in the Project Corridor without first obtaining all required permits from the Division and such other agencies as may be required under applicable law. Any such relocation, replacement, modification, or alteration of such utilities, to the extent such activities shall disturb any portion of the construction work done for the Project, is also subject to the prior written approval of the Contract Administrator for such relocation, replacement, modification, or alteration.

3.4. Performance of Maintenance and Repair Obligations. City's maintenance obligations under this Agreement may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the services. If City contracts with a third party, City will remain fully responsible hereunder and must ensure that the third party complies at all times with each and every term, condition, duty, and obligation of the City set forth herein.

3.5. Obligation to Restore. To the extent that City's performance of its maintenance and repair obligations under this Agreement results in any alterations or damage to County property, City shall be financially responsible for restoring the County property to its condition prior to City's activities. If City fails to make such restoration within 30 calendar days after County's written demand, County may make the restoration and then invoice the City for the costs thereof. City must pay such invoice within 30 calendar days after receipt.

ARTICLE 4. TERMINATION

4.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten calendar days after receipt of written notice identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by County, which termination date shall be not less than 30 calendar days after the date of such written notice. City acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience, including in the form of County's obligation to provide advance written notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective 30 calendar days after such notice of termination for cause is provided.

4.2. If County elects to terminate this Agreement before construction work on the Project begins, then County will refund City's payment to City in full. If County elects to terminate this

Agreement during the period when construction work on the Project is ongoing, then County will prorate the refund of City's payment based on the portion of the City Utility Work that will not be performed. City's post-construction obligations under Article 3 are not modified as a result of the termination of this Agreement for any reason.

4.3 Notice of termination shall be provided in accordance with Article 5 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 4.1 of this Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 5 of this Agreement.

ARTICLE 5. NOTICES

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party through written notice.

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300-B
Plantation, Florida 33324
Email: rtornese@broward.org

FOR CITY:

Director of Utilities, City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
Email: rdecastro@sunrisefl.gov

With a copy to :

City Manager
City Manager's Officer
10770 West Oakland Park Boulevard
Sunrise, FL 33351
Citymanager@sunrisefl.gov

With a copy to :

City Attorney
City Attorney's Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351
CityAttorney@sunrisefl.gov

ARTICLE 6. SOVEREIGN IMMUNITY; INDEMNIFICATION

6.1. County and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.2. Indemnification.

6.2.1. If City contracts with a third party to perform any of City's obligations under this Agreement ("Contractor"), City shall ensure that contract includes the following provision:

Contractor shall indemnify and hold harmless Broward County ("County") and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Contract.

6.2.2. If County contracts with its own Contractor to perform any of City's obligations under this Agreement, County shall ensure that contract includes the following provision:

Contractor shall indemnify and hold harmless City of Sunrise, and County and its current, past, and future officers and employees (collectively, "Indemnified Party"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees (collectively, a "Claim"), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by the Contract Administrator and County Attorney, any sums due Contractor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment

of interest by County. These indemnifications shall survive the term of this Contract.

6.3. The provisions of this article will survive the expiration or earlier termination of this Agreement.

ARTICLE 7. INSURANCE

7.1. City and County are governmental entities and are fully responsible for the acts and omissions of their agents or employees, subject to any applicable tort claims limitations of Section 768.28, Florida Statutes. Upon request by either party, each party must provide the other with written verification of liability protection that meets or exceeds any requirements of Florida law.

7.2. If City or County contract with a third party to perform any of its obligations stated in this Agreement, City and County shall require that each such third party procure and maintain insurance coverage that adequately covers its exposure based on the services provided. City or County must ensure that all such third parties name City of Sunrise and Broward County as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any third party to perform its obligations under this Agreement until the insurance requirements of the subcontractor under this Section are met. If requested by either party, each party shall furnish evidence of insurance for all such third parties.

7.3. County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

7.4. Coverage is not to cease and is to remain in full force and effect until all services being performed by the third party on behalf of either party are fully completed.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Status of Project Corridor Nothing in this Agreement changes the functional classification of Pine Island Road as a County Road.

8.3. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to the performance of its obligations in this Agreement. City shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make the same available in written form at no cost to County.

City shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with 72 hours' advance notice.

8.4. No Partnership or Grant of Authority. Except as expressly provided for in this Agreement, neither City nor County are acting as officers, employees, or agents of the other, and shall not have the power or right to bind the other to any obligation not expressly undertaken by County under this Agreement.

8.5. Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

8.7. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its respective duties, responsibilities, and obligations pursuant to this Agreement.

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. If any part of this Agreement is found to be unenforceable by any court of

competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.9. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

8.10. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.11. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.12. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.13. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

8.14. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding the same. All commitments, agreements, or understandings of the Parties concerning the subject matter of this Agreement are contained herein.

8.15. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibit A is incorporated into and made a part of this Agreement.

8.16. Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates Applicable Law. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement 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.

8.17. Multiple Originals and Counterparts. This Agreement 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.

8.18. Iron and Steel Products. If this Contract is for a "public works project" as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in the Project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

8.19. Nondiscrimination. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.20. Time of the Essence. Time is of the essence for City's performance of the duties, obligations, and responsibilities required by this Agreement.

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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 _____, 20__; and City, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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 GAVIN P. RYNARD Digitally signed by GAVIN P. RYNARD
Date: 2025.08.07 10:42:55 -04'00'
Gavin P. Rynard (Date)
Assistant County Attorney

By NATHANIEL A. KLITSBERG Digitally signed by NATHANIEL A. KLITSBERG
Date: 2025.08.07 16:15:45 -04'00'
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

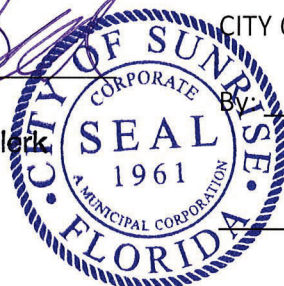
JOINT PARTICIPATION AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR
THE JOINT PARTICIPATION FOR THE RELOCATION, DISPOSAL, AND ADJUSTMENT OF CITY
UTILITIES RELATED TO COUNTY'S PINE ISLAND ROAD PROJECT FROM SW 36 STREET TO NOVA
DRIVE

CITY

ATTEST:

CITY CLERK

Felicia M. Bravo, City Clerk



CITY OF SUNRISE

CITY MANAGER

Print Name

29 day of July, 2026

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

Deputy City Attorney

EXHIBIT A

PROJECT LOCATION

