

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE REGARDING PROPOSED EFFLUENT
FORCE MAIN PROJECT**

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a Florida municipal corporation ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement Between Broward County and City of Fort Lauderdale Regarding Proposed Effluent Force Main Project, dated August 22, 2023 (the "Agreement"), to provide the terms and conditions regarding City constructing an effluent force main within County road right-of-way and/or Port Everglades property.

B. The Parties now desire to amend the Agreement to amend the construction milestone of the Eisenhower Boulevard portion of the Project.

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. Section 2.2 g. of the Agreement is amended as follows:

g. City shall cause the completion of the portion of the Project along Eisenhower Boulevard and the Eisenhower Improvement, including all punch list items, by ~~May 16~~ **June 8**, 2025. Liquidated damages as set forth in Exhibit D shall begin accruing if construction is not completed by ~~May 16~~ **June 8**, 2025, and City shall pay said liquidated damages within forty-five (45) days¹ from County's written notice, unless the failure to achieve final completion by that date is due solely to fraud, bad faith, or active interference by County.

4. 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.

5. 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.

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

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

8. 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.

(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 City of Fort Lauderdale, 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

By BENJAMIN D. CREGO
Benjamin Crego (Date)
Senior Assistant County Attorney

Digitally signed by BENJAMIN D. CREGO
Date: 2025.04.21 07:47:44 -04'00'

By Benjamin D. Crego for
Michael J. Kerr (Date)
Chief Counsel

Digitally signed by Benjamin D. Crego for
Date: 2025.04.21 09:09:06 -04'00'

BDC/tb
Effluent Force Main Interlocal First Amendment
04/21/2025

**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE**

CITY

CITY OF _____

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney