



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF COOPER CITY FOR SURTAX-FUNDED MUNICIPAL
TRANSPORTATION PROJECT:
STIRLING ROAD ROADWAY AND DRAINAGE IMPROVEMENT/ COOP-024, COOP-042, AND BC-
COOPERC-FY2020-00001**

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and the City of Cooper City, 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, dated June 9, 2022 (the "Agreement"), for the Project Stirling Road Roadway and Drainage Improvement/ COOP-024, COOP-042, and BC-COOPERC-FY2020-00001.

B. The Parties now desire to amend the Agreement to extend the term and change the dates of certain deliverables.

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 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 (the "Effective Date") and shall end on ~~April 30, 2025~~ **September 27, 2026** ("Initial Term"), unless extended pursuant to Section 4.2, **provided, however, that this Agreement shall not continue in effect for a period exceeding five years from the Effective Date unless approved by the Board.**

4. The Deliverables table in Exhibit A of the Agreement is amended as follows:

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and City of Cooper City	May 25, 2022	ILA executed by Municipality.
1	Bid Advertisement and Award; Consultant Agreement	60 days after Effective Date <u>February 5, 2025</u>	Advertised Solicitation Package, Award Letter, fully executed Consultant Agreement with County terms and conditions.
2	Notice to Proceed and Commencement of Work	15-30 days after Contract Award <u>February 21, 2025</u>	NTP Issued by Municipality.
3	Surveying; Pre-Design Work and Data Collection; Basis of Design Report	8 months after NTP <u>August 20, 2025</u>	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 if applicable, lighting justification report if lighting is proposed, and conceptual drainage design for review and approval by County.
4	30% Design Submittal	4 months after acceptance of Basis of Design Report <u>October 29, 2025</u>	Typical and standard sections must be included in 30% Design Submittal for review and approval by County.
5	60% Design Submittal	2 months after acceptance of 30% Design Submittal <u>May 15, 2026</u>	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	Final Plans, Specification Package, and Final Cost Estimate Submittal and Bid Documents; Permitting completed.	4 months after 60% Design Submittal <u>May 29, 2026</u>	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. The Project Schedule table in Exhibit A of the Agreement is amended as follows:

Phase: 1	Estimated Date of Completion
ILA fully executed by County and Municipality	June 30, 2022 <u>June 9, 2022</u>
Project Consultant Bid Advertising and Award; Consultant Agreement Execution	June 30, 2022 <u>February 5, 2025</u>
Notice to Proceed Issued	July 30, 2022 <u>February 21, 2025</u>
Basis of Design Report/Pre-Design Work and Data Collection/ Surveying	March 30, 2023 <u>August 20, 2025</u>
30% Design Submittal	July 30, 2023 <u>October 29, 2025</u>
60% Design Submittal	September 30, 2023 <u>May 15, 2026</u>

Phase: 1	Estimated Date of Completion
Permitting/Revisions	November 30, 2023 May 29, 2026
Final Design Completion	January 30, 2024 May 29, 2026
Bidding Assistance	March 15, 2024 May 29, 2026
Design Services During Construction and CEI Services	TBD

6. 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.

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.

(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 County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86; and Municipality, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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: _____
Douglas Gonzales (Date)
Senior Assistant County Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF COOPER CITY FOR SURTAX-FUNDED MUNICIPAL
TRANSPORTATION PROJECT:
STIRLING ROAD ROADWAY AND DRAINAGE IMPROVEMENT/ COOP-024, COOP-042, AND BC-
COOPERC-FY2020-00001**

MUNICIPALITY

Attest:

The City of Cooper City

Tedra Allen, City Clerk

By: _____
Alex Rey, City Manager

_____ day of _____, 2025

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

Jacob Horowitz, City Attorney