FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF SUNRISE FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: REPLACE STORMWATER PUMP STATION NO. 5 (SUNR-025.1)

This Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Sunrise, 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, dated September 27, 2024 (the "Agreement"), for the surtax funded municipal transportation project to replace stormwater pump station No. 5.

B. The Parties desire to extend the term and maximum funding amount of the Agreement.

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 ("Effective Date") and shall end on ~~April 30, 2027~~ **February 28, 2029** ("Initial Term"), unless extended pursuant to Section 4.2.

4. The table in Section 5.4 of the Agreement is amended as follows:

Description	**Not-To-Exceed Amounts**
Phase 1: Construction (including 5% retainage)	~~$1,045,118.16~~ **$1,962,346.40**
Reimbursable Inflation Adjustment (~~11.74%~~ **11.9%**)	~~$122,667.58~~ **$233,519.22**
MAXIMUM FUNDING AMOUNT:	~~$1,167,785.74~~ **$2,195,865.62**

5. Section 2 of Exhibit A of the Agreement is 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 - Construction

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of ILA between County and Municipality	~~September 10, 2024~~ **September 27, 2024**	ILA executed by Municipality
2	Project Construction Advertising Bid, Award, Construction Contract execution	~~March 31, 2025~~ **April 31, 2026**	Approved Solicitation; Fully Executed Construction Agreement
3	Notice to Proceed (NTP) and Commencement	~~July 31, 2025~~ **October 31, 2026**	Approved Shop Drawings, Obtained Permits, NTP Issued by Municipality
4	Complete Construction Phase 1	~~August 18, 2025~~ **January 31, 2027**	Phase 1 - Ordered Pumps, Raker, Electrical & Structural Components
5	Complete Construction Phase 2	~~July 31, 2026~~ **January 31, 2028**	Phase 2 - Permanent Drive Installed; Final Grading Complete; Mechanical Components Installed; Pump Station Startup Complete
6	Substantial Completion	~~September 30, 2026~~ **June 30, 2028**	Punchlist Generated; Pump Station Operational
7	Final Completion	~~December 31, 2026~~ **October 31, 2028**	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to Municipality, and Final Payment Issued

6. Section 3 of Exhibit A of the Agreement is amended as follows:

3. Project Schedule:

Description	**Deadline**
County and Municipality execution of Project Specific ILA	~~September 20, 2024~~ **September 27, 2024**
Bid Advertisement	~~October 31, 2024~~ **August 25, 2025**
Bid Award and Construction Contract Execution	~~March 31, 2025~~ **April 31, 2026**
Notice to Proceed	~~July 31, 2025~~ **October 31, 2026**
Substantial Completion	~~September 30, 2026~~ **June 30, 2028**
Final Project Completion	~~December 31, 2026~~ **October 31, 2028**

7. The table in Exhibit B of the Agreement is amended as follows:

Deliverable/Phase Description	**Maximum Not-To-Exceed Amount**
Deliverables 1-3: Execution of ILA, Construction Contract Execution, NTP Issued.	~~$261,279.54~~ **$490,586.60**
Deliverables 4-5: Complete Construction Phases 1 & 2	~~$261,279.54~~ **$490,586.60**
Deliverable 6: Substantial Completion	~~$261,279.54~~ **$490,586.60**
Deliverable 7: Final Completion	~~$261,279.54~~ **$490,586.60**
Reimbursable Inflation Adjustment	~~$122,667.58~~ **$233,519.22**
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	~~**$1,167,785.74**~~ **$2,195,865.62**

8. 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.

9. 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.

10. 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.

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

12. 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, by and through its County Administrator, authorized to execute same by Board action on the 10th day of June 2025, Agenda Item No. 65, signing by and through its Mobility Advancement Program Administrator, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator, by and through
its Mobility Advancement Program Administrator

By_____
Gretchen Cassini

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
William J. Bucciero (Date)
Assistant County Attorney

By_____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

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Municipality

ATTEST:

By _____
Felicia M. Bravo, City Clerk

CITY OF SUNRISE

By _____
Michael J. Ryan, Mayor

_____ day of _____, 2026

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

By _____
Thomas P. Moss, City Attorney