

ROADWAY IMPROVEMENTS COST AGREEMENT

This Agreement for payment of costs for roadway improvements ("Agreement") is entered into by and between the City of Sunrise, a Florida municipal corporation ("City"), whose address is 10770 West Oakland Park Boulevard, Sunrise, FL 33351, and Baptist Health South Florida, Inc., a Florida not-for-profit corporation ("Developer"), whose address is 6855 Red Road, Suite 600, Coral Gables, FL 33143 (the City and the Developer may be referred to collectively as the "Parties"), upon the following terms and conditions.

RECITALS

WHEREAS, Pursuant to an Agreement for Purchase and Sale between the City and Developer dated January 11, 2022, Developer purchased real property within the City for construction of a community hospital; and

WHEREAS, as part of the hospital project, Developer desires certain improvements at West Oakland Park Boulevard and the Sawgrass Expressway, to include: revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, and utility relocation (collectively, the "Improvements"). The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit "A" to the Locally Funded Agreement attached as **Exhibit 1**; and

WHEREAS, concurrent with the potential development of the community hospital by Developer, the Florida Department of Transportation, Florida's Turnpike Enterprise (the "Department") is proposing to widen and improve the Sawgrass Expressway, including improvements to the Oakland Park Boulevard interchange with the Sawgrass Expressway as described in the Department's Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the "Project"); and

WHEREAS, on behalf of the Developer, the City has requested the Department to include the Improvements as part of the Project, and the Department is willing to perform said construction, Construction Engineering and Inspection (CEI) and post-design services for the Improvements contingent upon the City entering into an agreement with the Department to provide the local share for the construction, CEI and post-design services for the Improvements; and

WHEREAS, the Department and the City have negotiated a Locally Funded Agreement whereby the Department will perform the construction, CEI and post-design services for the Improvements upon the City's payment of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars (\$1,736,345.34) (the "Local Share"). A copy of the Locally Funded Agreement is attached hereto and incorporated herein as **Exhibit 1**; and

WHEREAS, the Department will utilize the Local Share to fund the construction, CEI and post-design services for the Improvements; and

WHEREAS, Developer agrees to pay to the City all amounts the City becomes obligated to pay to the Department for the construction, CEI and post-design services for the Improvements under the Locally Funded Agreement, including the Local Share, and any increases to the Local Share the result of modifications to the Improvements requested by the Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein by reference.

2. Developer shall, within fourteen (14) calendar days from the execution of this Agreement, remit payment to the City the Local Share as set forth above. The Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI and post-design services for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

a) The City shall issue an invoice to Developer in conjunction with the execution of this Agreement.

b) Payment shall be received by the City within fourteen (14) calendar days of the invoice date either by payment by wire (instructions to be separately provided by the City) or by forwarding a check to:

City of Sunrise
Director of Finance and Administrative Services
10770 West Oakland Park Blvd.
Sunrise, FL 33351

3. Should modifications occur that increase the Local Share that are the result of modifications proposed by the Developer, Developer agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that the Local Share is sufficient to fully fund the construction, CEI and post-design services work required to advance the modifications as part of the Project.

4. Developer acknowledges and agrees that the City's obligation to pay the Department for the construction, CEI and post-design services for the Improvements is contingent upon the Developer's timely payment to the City. Accordingly, if Developer fails to pay City the Local Share identified above for the construction, CEI and post-design services, or any portion thereof, within the time specified above, the Department may delay or refuse to perform the construction, CEI and post-design work for the Improvements.

5. This Agreement shall become effective upon execution by the Parties and upon its approval by the City Commission of the City of Sunrise and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements.

6. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

7. When either Party desire to give notice to the other, such notice must be in writing, set by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the:

To City: City Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

With copy to: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

To Developer: Baptist Health South Florida, Inc
Attn: Ana Lopez-Blazquez
6855 Red Road, Suite 600
Miami, Florida 33143

With copy to: Janna P. Lhota, Esq.
Holland & Knight, LLP
515 East Las Olas Blvd, Suite 1200
Fort Lauderdale, FL 33301

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. Should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. CITY AND DEVELOPER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

9. Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

10. This Agreement shall be binding upon the Parties, their successors and assigns.
11. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Contract or any other contract.
12. This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the dates set forth below.

CITY OF SUNRISE, FLORIDA

BAPTIST HEALTH SOUTH FLORIDA, INC.

By: _____
Name: Michael J. Ryan
Title: Mayor
Date: _____

By: 
Name: Matt Arsenault
Title: EVP and Chief Financial Officer
Date: 4-6-26

Authentication:

By: _____
Name: _____
Title: _____

Approved as to form for the City:

By: _____
Name: _____
Title: _____

EXHIBIT 1
LOCALLY FUNDED AGREEMENT

LOCALLY FUNDED AGREEMENT

This LOCALLY FUNDED AGREEMENT (“Agreement”), is made and entered into by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE, an executive agency of the State of Florida (the “Department”), and the CITY OF SUNRISE, a Florida municipal corporation of the State of Florida (the “City”) (the Department and the City may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Department is authorized to enter into agreements with governmental entities that wish to aid in any Department project or project phase in the Department’s adopted work program in accordance with Section 339.12, Florida Statutes.

B. The Department’s adopted work program includes a project to widen and improve State Road 869, the Sawgrass Expressway, in Broward County, Florida, from Sunrise Boulevard to Oakland Park Boulevard, as described in the Department’s Five-Year Adopted Work Program as Financial Project Number (FPN) 437155-1 (the “Project”).

C. The City has asked the Department to include as part of the Project certain improvements at West Oakland Park Boulevard (an off-system arterial roadway under the jurisdiction of and owned and maintained by Broward County) and the Sawgrass Expressway (SR 869). These improvements include revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project (the “Improvements”). The Improvements are intended to include a westbound U-turn movement and an eastbound left turn movement along West Oakland Park Boulevard and the Sawgrass Expressway, as conceptually depicted in Exhibit “A” to this Agreement.

D. The City is willing to contribute funding associated with the construction, Construction Engineering and Inspection (CEI), and post-design services for the Improvements as part of the Project in the amount of One Million Seven Hundred Thirty-Six Thousand Three Hundred Forty-Five and 34/100 Dollars (\$1,736,345.34) (the “Local Share”).

E. Contingent upon the City’s agreement to provide the Local Share to fund the Improvements, the Department is willing to construct the Improvements as part of the Project as further set forth herein.

F. On _____, 2026, the City Commission for the City authorized the City Manager to execute this Agreement on behalf of the City.

AGREEMENT

In consideration of the mutual covenants and promises contained in this Agreement, the City and the Department agree that the Recitals are true, correct and incorporated by reference herein, and further agree as follows:

SECTION 1 OBLIGATIONS OF THE DEPARTMENT

1.1 The Department shall construct the Improvements as part of the Project, as programmed in the Department's Five-Year Adopted Work Program as FPN 437155-1. The construction work includes revising West Oakland Park Boulevard roadway geometry, adding a new signalized intersection, adding a new emergency access only driveway connection, updates to the primary and secondary drainage systems, additional ground mounted and overhead signing, roadway lighting, utility relocation, and such other work as the Department determines necessary or advantageous to advance the Improvements as part of the Project. The Parties acknowledge and agree to the conceptual drawing reflected in Exhibit "A" and agree that the Project Plans may be modified during the final design process for the Project. Any change, deviation, correction or alterations of the Project Plans made by the Department after the City's review shall be coordinated with the City. Any future changes requested by the City, not contemplated in the Project Plans, following the Project bid solicitation notice, may be considered by the Department, but all additional costs resulting from any City-requested changes will be borne solely by the City.

1.2 The Department will utilize the City's Local Share to pay its contractors and consultants as expenditures are incurred for construction, CEI, and post-design services work of the Improvements as part of the Project. The Department will be responsible for the costs of the construction, CEI, and post-design services of the Improvements that exceed the City's Local Share.

1.3 The Department will hold coordination meetings with representatives of the City throughout the construction process for the Improvements.

1.4 As provided in this Locally Funded Agreement, the Department will construct the Improvements in accordance with the terms and conditions of a construction contract currently scheduled for bid solicitation notice by the Department on or about June 12, 2026. The Department may adjust the Projects schedule as necessary and will provide reasonable notice to the City. Such adjustments shall not require an amendment to this Agreement.

SECTION 2 OBLIGATIONS OF THE CITY

2.1 The City shall, no later than fourteen (14) calendar days before the scheduled date of the bid advertisement notice by the Department for bids on the construction contract for the Project, contribute the Local Share to the Department for construction, CEI, and post design services of the Improvements. The City's Local Share will not be subject to reduction at any time and will not be refundable. If the actual cost of the construction, CEI, and post design for the Improvements is less than the Local Share funds provided, the excess will be applied to other phases of the Improvements.

2.2 The City shall not use any federal funds to provide the Local Share to the Department.

SECTION 3 FINANCIAL PROVISIONS

3.1 The requirements of Section 339.135(6)(a), Florida Statutes (F.S.), are incorporated in this Agreement:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year.”

3.2 The City’s contribution of the Local Share funds may be withdrawn, used, and applied by the Department to pay actual costs of construction, CEI, and post-design services, and other work required to construct the Improvements as part of the Project. Timely contribution of the Local Share funds by the City is a condition precedent to the Department’s obligations under this Agreement.

3.3 Should the City request modifications to the Improvements which result in additional cost to the project, the City will be notified by the Department accordingly. The City agrees to provide, without delay, in advance of the additional work to be performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund the construction, CEI, and post design services work required to advance the Improvements as part of the Project. The Department shall notify the City as soon as it becomes apparent the additional costs will overrun the Local Share; however, failure of the Department to notify the City shall not relieve the City from its obligation to pay for the additional costs of the construction, CEI, and post design services work required to advance the Improvements as part of the Project. Funds due from the City during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes.

3.4 The payment by the City of the Local Share funds under this Agreement will be made directly to the Department. Funds can be wired to the Department using the account codes below:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project: 437155-1-52-01

If the payment of the Local Share funds is in the form of a check, the check must be forwarded to:
Florida Department of Transportation
OOC-GAO, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

Funds received from the City will be deposited into a master escrow account with the Florida Department of Financial Services, Division of Treasury, Bureau of Collateral Management. The City will not earn interest on the funds.

3.5 The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed here under within three hundred and sixty (360) calendar days of final payment to its consultants and contractors. The Department considers the work completed when the final payment has been made to the consultants and contractors. All cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final closeout of the construction, CEI, and post design services work for the Improvements.

SECTION 4 COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 This Agreement shall be effective as of the date last signed by a Party and shall terminate upon the earlier of the mutual written consent of the Parties or three hundred sixty (360) calendar days after final payment has been made to the Department's consultants and contractors for work on construction, CEI, and post-design services of the Improvements. Notwithstanding any termination, terms which by express terms and context are intended to survive the performance, termination or expiration of this Agreement shall so survive.

SECTION 5 MISCELLANEOUS PROVISIONS

5.1 The Parties' obligations under this Agreement are contingent upon the execution of a separate Memorandum of Agreement between Broward County and the Department, to provide for, among other things, access and maintenance necessary to construct the Improvements.

5.2 Any amendment to or modification of this Agreement or any alteration, extension, supplement, or change of time or scope of work shall be in writing and signed by both Parties.

5.3 Any notice or other document which either Party is required to give or deliver to the other under the terms of this Agreement shall be given in writing and delivered personally or sent to:

TO DEPARTMENT:
Executive Director
Florida's Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

TO CITY:
City Manager
City of Sunrise
10770 West Oakland Park Blvd
Sunrise, Florida 33351

With a copy to:

Florida's Turnpike Enterprise Chief Counsel
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, Florida 34761

City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, Florida 33351

5.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

5.5 Nothing herein shall be construed to create any third-party beneficiary rights in any person not a party to this Agreement or waive the Parties' respective sovereign immunity protections against claims by third parties.

5.6 This Agreement shall be binding upon the Parties, their successors and assigns.

5.7 This Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

5.8 THE CITY AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last signed by a Party.

CITY OF SUNRISE
a Florida municipal corporation

**FLORIDA DEPARTMENT OF TRANSPORTATION,
FLORIDA'S TURNPIKE ENTERPRISE**

By: _____

By: _____

Name: _____

Nicola Liquori
Executive Director and CEO
Florida's Turnpike Enterprise

Title: _____

Date: _____

Date: _____

(SEAL)

Legal Review (Department)

ATTEST:

By: _____

Legal Review (City)

EXHIBIT "A"
CONCEPTUAL DEPICTION OF IMPROVEMENTS

CONCEPTUAL DEPICTION OF IMPROVEMENTS

