

Sixth Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Sixth Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement on June 26, 2020, which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY provided the first one-year extension to the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY provided the second one-year extension to the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A on May 24, 2022; and

WHEREAS, via the authority of the City Manager, the parties entered into a Third Amendment on August 15, 2022 to revise the Project Fees of the Project Agreement to account for delays beyond the control of the Consultant; and

WHEREAS, via the authority of the City Commission, the CITY renewed the

SIXTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

Project Agreement through June 17, 2025 via the Fourth Amendment which was approved by Resolution No. 16-139-24-A on June 11, 2024; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2026 via the Fifth Amendment which was approved by Resolution No. 16-139-25-A on June 10, 2025; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2027.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 7.1 of the Standard Project Agreement is hereby amended as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and until June 17, ~~2026~~ 2027, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Sixth Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Sixth Amendment shall govern. All other terms of the Standard Project Agreement and its amendments shall remain and continue in full force and effect.
4. Captions. The captions of this Sixth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Sixth Amendment.
5. Effective Date. This Sixth Amendment shall be effective when it is fully executed by both parties.

[INTENTIONALLY LEFT BLANK]

City's Initial _____

Consultant's Initial _____

SIXTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
BETWEEN THE CITY AND KCI TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Sixth Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
_____ day of _____, 20__.

Approved as to form for the CITY:

By: _____
Thomas P. Moss
City Attorney

AUTHENTICATION:

(SEAL)

Felicia M. Bravo, City Clerk

City's Initial _____

Consultant's Initial _____

SIXTH AMENDMENT TO PROJECT AGREEMENT No. 18-011-KS
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**CONSULTANT
KCI TECHNOLOGIES, INC.**

By: _____
Name
Title

Date: _____

AUTHENTICATE:

Corporate Officer

Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

City's Initial _____

Consultant's Initial _____