

**RESOLUTION NO. 2023-001**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage improvement project in Green Meadows along the SW 54<sup>th</sup> Place right-of-way between SW 160<sup>th</sup> Avenue and SW 162<sup>nd</sup> Avenue; and

**WHEREAS**, on May 26, 2022, pursuant to Resolution 2022-055, the Town entered into an Interlocal Agreement with Broward County for a Surtax-Funded Municipal Transportation Project grant totaling Forty-Three Thousand Dollars and Zero Cents (\$43,000.00); and

**WHEREAS**, Broward County has now offered to include a reimbursable inflation adjustment to the Agreement to provide the Town with additional compensation to complete the work under the Agreement; and

**WHEREAS**, the additional reimbursable inflation adjustment amount is Five Thousand One Hundred Seventeen Dollars and Zero Cents (\$5,117.00), which brings the total grant amount to Forty-Eight Thousand One Hundred Seventeen Dollars and Zero Cents (\$48,117.00); and

**WHEREAS**, the Town of Southwest Ranches desires to amend the Agreement under the terms and conditions set forth hereinafter.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the First Amendment to the Agreement between the Town of Southwest Ranches and Broward County for the Green Meadows Drainage Project (SWRA-022) as outlined in the Agreement attached hereto as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney, to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such nonmaterial modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 13<sup>th</sup> day of Oct 2022 on a motion by

Clm Allbritton and seconded by Vlm Jablonski.

Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
Allbritton	<u>Yes</u>
Hartmann	<u>Yes</u>
Kuczenski	<u>Yes</u>

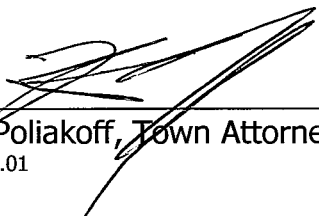
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

  
Steve Breitkreuz, Mayor

Attest:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney  
1001.171.01



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022)**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, 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 for roadway drainage, dated June 9, 2022 (the "Agreement").

B. The Parties now desire to include a reimbursable inflation adjustment to the Agreement to provide Municipality additional compensation to complete the work under the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this First 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 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

<b>Description</b>	<b>Not-To-Exceed Amounts</b>
Phase 1: Construction	\$43,000.00
<b><u>Reimbursable Inflation Adjustment</u></b>	<b><u>\$5,117.00</u></b>
<b>MAXIMUM FUNDING AMOUNT:</b>	<del>\$43,000.00</del> <b><u>\$48,117.00</u></b>

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

4. The Advance Payment of Maximum Not-to-Exceed Amount (for projects \$250,000 and under) section of Exhibit B is amended as follows:

No later than thirty (30) days after the Effective Date of the Agreement, Municipality shall invoice County for an advance up to the Total Maximum Not-To-Exceed Amount(s) **for the Advance Payment** stated below ("Application for Funding").

As provided in the Agreement, Municipality shall provide a final reconciliation and comply with all reporting requirements for the Project Deliverables stated in Exhibit A, including as applicable and without limitation: the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Unexpended funds paid to Municipality shall be deducted from funding for subsequent Phases or refunded to County, as requested by the Contract Administrator.

**Reimbursable Inflation Adjustment**

**After Project final completion, successful Project closeout, and all other Project funding has been expended on the Project, Municipality may submit an Application for Funding to County seeking reimbursement for eligible Project costs associated with inflation up to the Reimbursable Inflation Adjustment Amount specified below. An Application for Funding for the Reimbursable Inflation Adjustment Amount must include: the information set forth above for an Application for Funding; a certification that all other Project funding has been utilized; and invoices documenting expenditures for eligible Project Costs up to the Reimbursable Inflation Adjustment Amount. The Inflation Adjustment Amount may not exceed eleven and nine tenths' percent (11.9%) of the Total Maximum Not-To-Exceed Amount excluding the Reimbursable Inflation Adjustment Amount.**

<b><u>Deliverable/Phase Description</u></b>	<b><u>Maximum Not-To-Exceed Amount</u></b>
<b><u>Advance Payment</u></b>	<b><u>\$43,000.00</u></b>

<b><u>Final Completion, Successful Closeout, and County's receipt of required documentation.</u></b>	<b><u>\$5,117.00</u></b>
<b><u>Reimbursable Inflation Adjustment Amount</u></b>	
<b>TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT</b>	<b><u><del>\$43,000.00</del> 48,117.00</u></b>

5. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 First 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.

6. Preparation of this First 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.

7. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

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

9. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 Town of Southwest Ranches, signing by and through its Authorized Signer, duly authorized to execute same.

**BROWARD COUNTY**

BROWARD COUNTY, by and through  
its County Administrator

By \_\_\_\_\_  
Monica Cepero

\_\_\_\_ day of \_\_\_\_\_, 2022

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

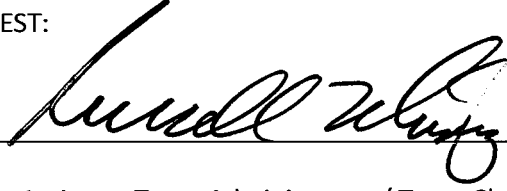
By \_\_\_\_\_  
Angela J. Wallace (Date)  
Transportation Surtax General Counsel

AJW/WJB/wp  
SWR-022 First Amendment  
09-18-2022

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND  
TOWN OF SOUTHWEST RANCHES FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:  
GREEN MEADOWS ROADWAY DRAINAGE (SWRA-022)**

**TOWN OF SOUTHWEST RANCHES**

ATTEST:

By: 

Title: Assistant Town Administrator / Town Clerk

Print Name: Russell Muñiz

Town of Southwest Ranches

By: 

Title: Mayor

Print Name: Steve Breitkreuz

13<sup>th</sup> day of October, 2022

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

By: 

Title: Town Attorney

Print Name: Keith Poliakov