



THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)

This Third Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and the City of Pompano Beach, 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 the Surtax-Funded Municipal Transportation Project for the Dixie Highway/Atlantic Blvd Corridor Improvements Project, dated November 10, 2022, (the “Original Agreement”), to provide for the construction of streetscape improvements on Dixie Highway from McNab Road to Sample Road/Pompano Park Place and Atlantic Boulevard from NW 6th Avenue to Cypress Road.

B. The Original Agreement was amended by a First Amendment, dated June 5, 2024, which included the potential for a reimbursable inflation adjustment in connection with Segment 2 of the Project, and a Second Amendment to increase the Scope of Work to include Segment 3, extend the Term of the Agreement, and increase the Agreement’s Maximum Funding Amount. The Original Agreement, as amended by the First Amendment and Second Amendment, is referred to herein as the “Agreement.”

C. The Agreement expires by its terms on January 1, 2027.

D. The Parties made a ministerial error when executing the Second Amendment by executing a version with incorrect dates to complete Deliverables for Segment 2 and 3 construction phases. The Parties now desire to further amend the Agreement to properly reflect the agreed-upon dates to complete Deliverables for Segment 2 and 3 construction phases.

E. The Parties also desire to allow for the Segment 2 Reimbursable Inflation Adjustment amount to be distributed before Final Completion of Segment 2.

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 2 of Exhibit A of the Agreement is amended as follows:

...

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 – Construction (Segment 2)

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
1	Executed ILA between County and Municipality	November 15, 2022	ILA executed by City.
2	Execution of Third Amendment and Transportation Surtax Addendum	November 15, 2022	Execution by all Parties.
3	Notice to Proceed and Commencement of Work	November 22, 2022	NTP Issued.
3a	Deliverable 1: - Dixie Highway and Atlantic Blvd - Stormwater structures and pipe procured. - Dixie Highway (North bound from SW 3 rd St to NE 10 th St) east side sitework demo and curb complete. - Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of stormwater structures installed.	June 30, 2023	Subject to review and approval by County.
3b	Deliverable 2: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 25% of the curb, 25% sidewalk, and 25% stormwater structures installed. - Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - stormwater structures, curb, and concrete sidewalk installed.	February 29, 2024	Subject to review and approval by County.
3c	Deliverable 3: - Dixie Highway (South bound from SW 3 rd St to NE 10 th St) demo complete, 75% of the curb, 75% sidewalk, and 75% stormwater structures installed. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4 th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of stormwater structures installed.	December 31, 2024	Subject to review and approval by County.

Item No.	Deliverable Number (if applicable) and Description	Duration/Deadline	Acceptance Criteria
3d	<p>Deliverable 4:</p> <ul style="list-style-type: none"> - Dixie Highway (South bound from SW 3rd St to NE 10th St) Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. - Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. <p>Atlantic and Dixie intersection work complete.</p>	<p>May 27, 2025 <u>August 1, 2026</u></p>	<p>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.</p>
4	Substantial Completion	<p>May 27, 2025 <u>August 1, 2026</u></p>	<p>Includes punch list items, final inspections, and non-substantial work items.</p>
5	Final Completion	<p>September 3, 2025 <u>November 29, 2026</u></p>	<p>Project Certified/Final Payment Issued.</p>

DELIVERABLES: Phase – Construction (Segment 3)

Item No.	Description	Duration/Deadline	Acceptance Criteria
1	Executed Second Amendment between County and Municipality	<p>October 17, 2024 <u>December 23, 2024</u></p>	<p>Second Amendment Executed by City.</p>
2	Notice to Proceed Segment 3 and Commencement of Work	<p>October 21, 2024 <u>February 26, 2025</u></p>	<p>Segment 3 NTP Issued.</p>
3a	<p>Deliverable 1:</p> <p>Demolish existing median, excavate, and form & pour curb for new median on Dixie Highway from NE 10th Street to 69 feet South of Copans Road.</p>	<p>April 4, 2025 <u>October 17, 2025</u></p>	<p>Subject to County's progress inspections and approval of work performed.</p>
3b	<p>Deliverable 2:</p> <p>Construction from NE 10th Street to 68 feet South of Copans Road, which includes excavating new medians and installing 50% of landscape and irrigation in medians, installing raised median buffers to create a separated bicycle lane from northbound traffic, and beginning signalization.</p>	<p>September 15, 2025 <u>January 26, 2026</u></p>	<p>Subject to County's progress inspections and approval of work performed.</p>

Item No.	Description	Duration/Deadline	Acceptance Criteria
3c	Deliverable 3: Construction from NE 10th Street to 68 feet South of Copans Road, which includes complete landscaping and irrigation of the new median, milling and resurfacing the northbound lane, shifting MOT for work on the southbound lanes, demolishing and rebuilding the non-compliant ADA ramps at the intersection corners, rebuilding bus pads (if existing pads are demolished during other work performed), completing signalization and pedestrian walks.	February 4, 2026 <u>May 4, 2026</u>	Subject to County's progress inspections and approval of work performed.
3d	Deliverable 4: Construction from NE 10th Street to 68 feet South of Copans Road, which includes milling and resurfacing the southbound lanes, installing final striping and signage, and completing the punch list.	April 3, 2026 <u>June 8, 2026</u>	Subject to County's progress inspections and approval of work performed.
4	Substantial Completion of all Segment 3 construction.	June 2, 2026 <u>August 25, 2026</u>	Includes creation of punch list items, final inspections, and final completion of non-substantial work items.
5	Deliverable of Segment 3 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment.	November 30, 2026 <u>December 23, 2026</u>	Project Certified/Final Payment Issued

4. The following paragraph within Exhibit B of the Agreement related to Segment 2 is amended as follows:

...
Maximum 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. This Inflation Adjustment Amount will only apply to Segment 2 of the Project.~~

DELIVERABLES: Phase – Construction (Segment 2)

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<p>Deliverable 1:</p> <ul style="list-style-type: none"> • Dixie Highway and Atlantic Blvd - Storm utility structures and pipe procured. • Dixie Highway (North bound from SW 3rd St to NE 10th St) - east side sitework demo and curb complete. • Atlantic Blvd (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - temporary MOT median work complete. North and South sides demo complete, 50% of storm structures installed. 	\$3,480,400.00
<p>Deliverable 2:</p> <ul style="list-style-type: none"> • Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 25% of the curb, 25% sidewalk, and 25% storm structures installed. • Atlantic Blvd. (I-95 to west side of the intersection of Dixie and Atlantic Blvd) - storm structures, curb, and concrete sidewalk installed. 	\$3,480,400.00
<p>Deliverable 3:</p> <ul style="list-style-type: none"> • Dixie Highway (South bound from SW 3rd St to NE 10th St) - demo complete, 75% of the curb, 75% sidewalk, and 75% storm structures installed. • Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) - Temporary MOT median work complete. North and South sides demo complete, 75% of storm structures installed. 	\$3,480,400.00
Deliverable/Phase Description	Maximum Not-To-Exceed Amount
<p>Deliverable 4:</p> <ul style="list-style-type: none"> • Dixie Highway (South bound from SW 3rd St to NE 10th St) - Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. • Atlantic Blvd (East side of the intersection of Dixie and Atlantic Blvd to NE 4th Ave) – Curb, sidewalk, and storm structures installed. Asphalt and pavement markings complete. Signalization complete. • Atlantic and Dixie intersection work complete. 	\$3,480,400.00
<p>Deliverable for Segment 2 - Final Completion, Successful Closeout, and County's Receipt of Required Documentation, Reimbursable Inflation Adjustment*</p>	\$1,656,670.40

***Segment 2 Reimbursable Inflation Adjustment amount may be distributed to Municipality upon Municipality's submission of an application for funding at any time.**

5. If there is 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.
6. 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.
7. 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.
8. The effective date of this Amendment shall be the date of complete execution by the Parties.
9. 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.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mobility Advancement Program Administrator, authorized to execute same through County Administrator delegation permitted by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its duly authorized representative.

BROWARD COUNTY

BROWARD COUNTY, by and through
its Mobility Advancement Program Administrator

By _____
Gretchen Cassini

____ 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 _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK/gpr
POMP-002 – Third Amendment
8/25/2025
#1184767.1

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF POMPANO BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: DIXIE
HIGHWAY/ ATLANTIC BLVD CORRIDOR IMPROVEMENTS (POMP-002)**

MUNICIPALITY

ATTEST:

CITY OF POMPANO BEACH

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 2024

By: _____
CITY MANAGER

Print Name

____ day of _____, 20__

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

City Attorney