Return recorded document to: Broward County Housing Finance and Community Redevelopment Division 110 NE 3rd Street, 3rd Floor Fort Lauderdale Florida 33301

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT

to

INTERLOCAL AGREEMENT

Among

BROWARD COUNTY,

CITY OF FORT LAUDERDALE,

and

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

This is a First Amendment to that certain Interlocal Agreement, made and entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," CITY OF FORT LAUDERDALE, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY," and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, or its successor ("CRA"), hereinafter CITY and CRA shall collectively be referred to as "CITY/CRA."

WHEREAS, COUNTY, CITY, and CRA entered into an Interlocal Agreement which was executed by COUNTY on June 10, 2014, providing Broward Redevelopment Program ("BRP") funding to CITY/CRA in the not to exceed amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) for roadway redesign, new wide sidewalks, on-street parking, bike lanes, bike racks, pedestrian level lighting, new tree canopy, bio swales, and ADA-accessible improvements on NE 13th Street, between NE 4th Avenue and NE 9th Avenue ("Project"); and

WHEREAS, CITY is desirous of amending the Interlocal Agreement to extend its termination date by six (6) months; and

WHEREAS, COUNTY deems it in the best interest of the citizens of Broward County to amend the Interlocal Agreement to extend its termination date by six (6) months and to provide for termination by the County Administrator upon request of CITY, NOW, THEREFORE.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

- 1. The above recitals and representations set forth above in the "WHEREAS" clauses of this First Amendment to Agreement are true and correct and are incorporated herein by reference.
- 2. Section 3.2 of Article 3, "Term of Agreement," is hereby amended to read as follows:
 - 3.2 The termination date of this Agreement shall be October 31, 2017 April 30, 2018.
- 3. Section 4.2b. of Article 4, "Payment/Obligations," is hereby amended to read as follows:
 - 4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

. . .

b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years and six (6) months after the effective date of this Agreement. Completion will be deemed to have occurred when the CITY/CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY/CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY/CRA for completion of the Project, in the minimum amount of the initial disbursement of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00). Upon satisfactory review and approval of all required documentation from the CITY/CRA, the COUNTY shall pay the CITY/CRA an amount not to exceed One Million and 00/100 Dollars (\$1,000,000.00), the balance on the total contract amount after initial disbursement.

- c. The CITY/CRA agrees that all COUNTY funds disbursed to the CITY/CRA for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years and six (6) months after the effective date of this Agreement.
- 4. Section 6.1 of Article 6, "Termination," is hereby amended to read as follows:
 - 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare, or upon request of the CITY/CRA. If the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 5. Section 7.8 of Article 7, "Miscellaneous Provisions," is hereby amended to read as follows:
 - 7.8 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR THE COUNTY:

Director, Housing Finance and Community Redevelopment Division 115 South Andrews Avenue, 329H 110 NE 3rd Street, 3rd Floor Fort Lauderdale, Florida 33301

6. Except as amended herein, all other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

- 7. This First Amendment shall become effective upon execution by all parties.
- 8. This amendment shall be recorded in the public records of Broward County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 9. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Interlocal Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

[Remainder of page intentionally left blank]

| IN WITNESS WHEREOF, the partie Amendment to Agreement on the respective COUNTY through its BOARD OF COUNTY Mayor or Vice-Mayor, authorized to execute, 2017; CITY OF FORT LAUDED, duly authorized to execute sa REDEVELOPMENT AGENCY, signing by as same. | ve dates under each signa COMMISSIONERS, signing same by Board action on t RDALE, signing by and thr ime; and FORT LAUDERD | ature: BROWARD g by and through its the day of ough its ALE COMMUNITY |
|---|---|---|
| COL | <u>UNTY</u> | |
| ATTEST: | BROWARD COUNTY, by and through its Board of County Commissioners | |
| Broward County Administrator, as Ex-officio Clerk of the Broward County Board of County Commissioners | Ву | Mayor |
| | day of | , 2017 |
| | 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 Telecopier: (954) 357-7641 | |
| | By Maite Azcoitia Deputy County Attorney | |
| | _21_ day of Depte | Ember, 2017 |

MA/ BRPFtLaud-a02 08/02/17 #17-129 FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

ARTHURS

WITNESSES

Print Name

Print Name

ATTEST

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

APPROVED AS TO FORM: Cynthia A. Everett, City Attorney

Lynn Solomon, Assistant City Attorney

(CORPORATE SEAL)



FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, AND FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

Print Name

Print Name

ATTEST:

Jeffrey A. Modarelli, CRA Secretary

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

John P. "Jack" Seiler, Chairman

Lee R. Feldman, Executive Directo

CRA General Counsel: Cynthia A. Everett

Lynn Solomon, Assistant General Counsel