

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:
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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.

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 parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2017; CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same; and FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair, duly authorized to execute same.

COUNTY

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

By _____ 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 September, 2017

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

WITNESSES

Safesa Ali
Safesa Ali

Print Name

KERRY ARTHURS
KERRY ARTHURS

Print Name

ATTEST

[Signature]

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By [Signature]
John P. "Jack" Seiler, Mayor

By [Signature]
Lee R. Feldman, City Manager

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

[Signature]
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

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

WITNESSES:

Sapeen Ali

Print Name

KERRY ARTHURS

Print Name

By John P. "Jack" Seiler
John P. "Jack" Seiler, Chairman

By Lee R. Feldman
Lee R. Feldman, Executive Director

CRA General Counsel:
Cynthia A. Everett

Lynn Solomon
Lynn Solomon, Assistant General Counsel

ATTEST:

Jeffrey A. Modarelli
Jeffrey A. Modarelli, CRA Secretary