

Return recorded document to:  
Broward County Housing Finance and  
Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> 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

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**FIRST AMENDMENT**  
to  
**INTERLOCAL AGREEMENT**  
between  
**BROWARD COUNTY**  
and  
**CITY OF MIRAMAR**

This is a First Amendment to that certain Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and

CITY OF MIRAMAR, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into an Interlocal Agreement which was executed by COUNTY on June 10, 2014, providing Broward Redevelopment Program ("BRP") funding to CITY in the not to exceed amount of One Million Five Hundred Thousand and 00/100 Dollars (\$ 1,500,000.00) for the construction of a band shell to serve as a public gathering space in the redevelopment of historic downtown Miramar ("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~~ April 30, 2017.

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 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 shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY 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, the COUNTY shall pay the City 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 agrees that all COUNTY funds disbursed to the CITY 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. Article 5, "Reporting Requirements," is hereby amended to read as follows:

In addition to the reporting requirements of Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, the CITY shall submit to the COUNTY, on the anniversary date of the effective date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, ~~a status report for the Project, including the updated Project development schedule and a critical path timeline as to overall redevelopment within the declared redevelopment area, along with progress reports on benchmarks, including number of jobs created and maintained, and project costs and expenditures, and milestones, including, but not limited to, accounting of the COUNTY's funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, job creation, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community, all in a format acceptable to the COUNTY,~~ the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of COUNTY funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information shall include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to the COUNTY every six (6) months after the effective date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. ~~The activity report in the format provided in the Application for the Broward Redevelopment Program funding must include both expenditures for the current fiscal year and cumulative financial information for the Project.~~ The Annual Report and Progress Reports shall contain sufficient information for the COUNTY to determine whether the Project conforms to this Agreement and the Broward Redevelopment Program, and shall be in a format acceptable to the COUNTY.

5. 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. 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.

6. 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, ~~Environmental Protection and Growth  
Management Department~~ Housing Finance and  
Community Redevelopment Division  
~~115 South Andrews Avenue, 329H~~  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale, Florida 33301

...

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

8. This First Amendment shall become effective upon execution by all parties.

9. This amendment shall be recorded in the public records of Broward County, Florida, in accordance with the Florida Interlocal Cooperation Act of 1969.

10. 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.

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 \_\_\_\_\_, 201\_\_\_\_; and CITY OF MIRAMAR, signing by and through its City Manager, 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

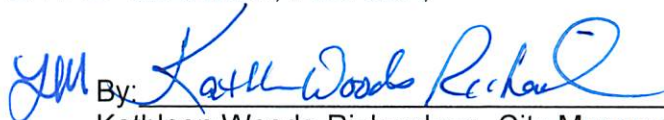
By  9/29/17  
Maite Azcoitia (Date)  
Deputy County Attorney

MA/  
BRPMiramar-a02  
09/19/17  
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FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND CITY OF MIRAMAR

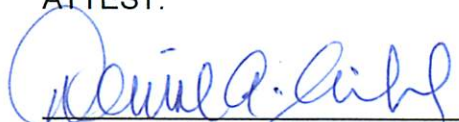
MUNICIPALITY

CITY OF MIRAMAR, FLORIDA,

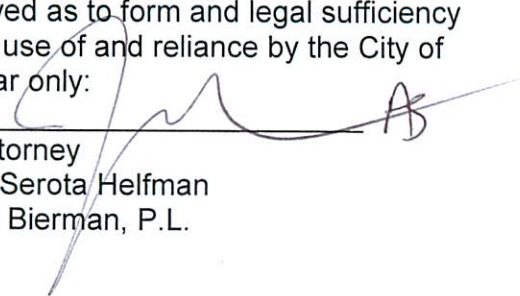
By:   
Kathleen Woods-Richardson, City Manager

Date: 9/27/17

ATTEST:

  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar only:

  
City Attorney  
Weiss Serota Helfman  
Cole & Bierman, P.L.