

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
CITY OF WEST PARK
FOR CONVEYANCE OF PROPERTY FROM COUNTY TO CITY
FOR COMMUNITY DEVELOPMENT ACTIVITIES**

This is the First Amendment to the Interlocal Agreement for Conveyance of Property from County to City for Community Development Activities ("Amendment") between Broward County, a political subdivision of the State of Florida ("County"), and the City of West Park, a Florida municipal corporation ("City"), entered into as of the date this Amendment is fully executed by the Parties. The County and the City are referred to collectively as the "Parties," and individually referred to as a "Party."

RECITALS

A. The County and the City entered into the Interlocal Agreement for Conveyance of Property from County to City for Community Development Activities on March 11, 2008 ("Interlocal Agreement"), whereby the County conveyed certain Property to the City.

B. The Interlocal Agreement provided that the City would develop the Property no later than ten (10) years after the effective date of the Interlocal Agreement to be used for Community Development Block Grant ("CDBG") eligible activities in accordance with the applicable Rules and Regulations of the United States Department of Housing and Urban Development.

C. The City now desires additional time to develop the Property.

D. The Parties desire to amend the Interlocal Agreement to provide the City with additional time to develop the Property and to allow the City to purchase the Property in the event the City fails to develop or use the Property in accordance with the Rules and Regulations of the United States Department of Housing and Urban Development.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Interlocal Agreement and the definitions of those terms in the Interlocal Agreement are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Interlocal Agreement, and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. The Interlocal Agreement is hereby reinstated and the effective date of this Amendment shall be March 10, 2018.

4. Throughout this Amendment, stricken-through language indicates deletions and underlined language indicates additions.

5. Section 1.4 of the Interlocal Agreement shall be amended as follows:

1.4 COUNTY's Interlocal Agreement (ILA) Manager – COUNTY's ILA Manager for this Interlocal Agreement is the Director of COUNTY's Housing Finance and Community Development Redevelopment ~~Division of the Urban Planning and Redevelopment Department~~. The primary responsibilities of COUNTY's ILA Manager are to coordinate and communicate with CITY as to CITY's obligations set forth herein and to review and determine if CITY's use or development of the property is an eligible activity under applicable Rules and Regulations of H.U.D.

6. Section 3.2 of the Interlocal Agreement shall be amended as follows:

3.2 The term of this Interlocal Agreement shall commence on the date of execution by both parties. CITY shall develop and improve said complete the development and improvement of the Property consistent with the terms and conditions contained herein ~~within ten (10) years from the date of execution of this Interlocal Agreement no later than June 30, 2020~~. In the event CITY is unable to complete its obligations under this Interlocal Agreement within the time period set forth herein, and such inability is due to circumstances beyond the control of CITY, CITY may make a written request to COUNTY's ILA Manager for an extension. This matter shall be presented to the Board who, in its discretion, may grant CITY a reasonable extension to the term.

7. Section 3.3 of the Interlocal Agreement shall be amended as follows:

3.3 Notwithstanding, CITY's obligation to develop and improve the Property by June 30, 2020, as provided in Section 3.2 above ~~within ten (10) years from the date of execution of this Interlocal Agreement~~, the term of this Interlocal Agreement shall ~~automatically~~ expire five (5) years after receipt by CITY of all Certificates of Occupancy for completion of CDBG eligible activities on the Property conveyed to CITY ~~or ten (10) years whichever is sooner~~. In the event CITY does not develop and use the Property in accordance with the terms of this Interlocal Agreement, following notice of default and an opportunity to cure provided by COUNTY in accordance with Article 8 herein, CITY shall pay to COUNTY an amount equal to the then-current fair market value of the Property pursuant to applicable H.U.D. Rules and Regulations for CDBG. The fair market value shall be determined by a certified appraiser retained by COUNTY. CITY shall make the payment required

hereunder no later than 180 days after receipt of notice from the COUNTY of the fair market value of the Property. Upon payment of the fair market value of the Property by the CITY, COUNTY shall provide CITY with a quitclaim deed conveying the Property to CITY, which deed shall not be subject to the restrictions of this Interlocal Agreement, including the reverter. If CITY fails to pay the fair market value of the Property as provided herein, following notice of default and an opportunity to cure provided by COUNTY in accordance with Article 8 herein, said the Property shall automatically revert back to COUNTY. Upon the CITY's payment of the fair market value of the Property or the reversion of the Property to the COUNTY, this Interlocal Agreement shall terminate and be of no further force and effect upon notice to CITY as provided for herein.

8. A new Section 4.5 shall be created to read as follows (underlining omitted):

4.5 If, during the five (5)-year period after receipt of all Certificates of Occupancy for completion of CDBG eligible activities on the Property, CITY's use, development, or improvement of the Property fails to comply with the applicable H.U.D. Rules and Regulations for CDBG, following notice of default and an opportunity to cure provided by COUNTY in accordance with Article 8 herein, CITY shall pay to COUNTY an amount equal to the then-current fair market value of the Property pursuant to H.U.D. Rules and Regulations for CDBG. The fair market value shall be determined by a certified appraiser retained by COUNTY. CITY shall make the payment required hereunder no later than 180 days after receipt of notice from the COUNTY of the fair market value of the Property. Upon payment of the fair market value of the Property by the CITY, COUNTY shall provide CITY with a quitclaim deed conveying the Property to CITY, which deed shall not be subject to the restrictions of this Interlocal Agreement, including the reverter. If CITY fails to pay the fair market value of the Property as provided herein, following notice of default and an opportunity to cure provided by COUNTY in accordance with Article 8 herein, the Property shall automatically revert back to COUNTY.

9. Section 7.2 of the Interlocal Agreement shall be deleted in its entirety.

10. This Amendment is hereby incorporated into the Interlocal Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.

11. Except as expressly modified herein, all terms and conditions contained in the Interlocal Agreement shall remain unchanged and in full force and effect.

12. The Interlocal Agreement, as modified 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 Interlocal Agreement as modified hereby.

Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

14. This Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

15. Each individual executing this Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____ day of _____, 20____, and CITY OF WEST PARK, signing by and through its Mayor, authorized to execute same by City Commission action on the _____ day of _____, 20____.

COUNTY

BROWARD COUNTY, by and through its
County Administrator

By: _____
Bertha Henry

_____ day of _____, 20____

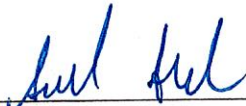
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By:  5/17/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

AEA/mdw
Amendment to Interlocal Agreement West Park CDBG.doc
05/15/2018
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FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND CITY OF WEST PARK FOR CONVEYANCE OF PROPERTY FROM
COUNTY TO CITY FOR COMMUNITY DEVELOPMENT ACTIVITIES.

CITY

ATTEST:

CITY OF WEST PARK

By: 

Mayor

17 day of MAY, 2018

By: 

City Clerk

(SEAL)

By: 

City Manager

17th day of MAY, 2018

(RESOLUTION 2018-41)

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

By: 

City Attorney