



FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO COMPLETE PROJECTS CURRENTLY IN PROGRESS

This First Amendment (“Amendment”) to Interlocal Agreement is among Broward County (“County”), the City of Fort Lauderdale (“City”), and the Fort Lauderdale Community Redevelopment Agency (“CRA”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Interlocal Agreement Among Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency Regarding Extension to Complete Projects Currently in Progress, dated December 18, 2019 (the “Agreement”), to allow the City and the CRA additional time to complete certain public improvement projects identified in the Agreement as “Beach Area Projects.”

B. The Agreement expired by its terms on September 30, 2023. The City has requested to reinstate the Agreement and permit the City and the CRA to utilize remaining CRA funding for the Beach Area Projects.

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. The Agreement is hereby reinstated and retroactively extended for an additional period of two (2) years from October 1, 2023, through and including September 30, 2025, as set forth herein. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 2.2 of the Agreement is hereby amended as follows (strikethroughs to indicate deletions and bold/underlining to indicate additions):

2.2 Beach Area Term Extension.

2.2.1 By execution of this Agreement, the County expressly authorizes the City and the CRA to extend the term of the Beach Area of the CRA on a non-TIF basis (except that it may be on a TIF basis for the City, if so elected by the City) for the Beach Area Extension Period in accordance with the terms of this Agreement for the purpose of completing the Beach Area Projects. ~~Within sixty (60) days after the Effective Date of this Agreement,~~ **the City and the CRA will have approved** an amendment to the Beach Plan that expressly incorporates the terms of this Agreement, extends the duration of the Beach Area for the Beach Area Extension Period as stated herein, expressly states that the Taxing Authorities

(other than the City, if the City elects to continue the City's TIF Obligations) shall have no TIF Obligations for the Beach Area after December 31, 2019, and expressly requires that the Beach Area terminate on or before the conclusion of the Additional Extension Period.

2.2.2 Pursuant to the First Amendment, the County expressly authorizes the City and the CRA to extend the term of the Beach Area of the CRA on a non-TIF basis (except that it may be on a TIF basis for the City, if so elected by the City) for the period of October 1, 2023, through and including September 30, 2025 ("Additional Extension Period") in order to complete the Beach Area Projects.

2.2.3 For all time periods September 30, 2023, through September 30, 2025, funds and assets of the Beach Area, including without limitation all monies in the redevelopment trust fund for the Beach Area, shall be used only (a) to complete the Beach Area Projects or (b) to refund the Taxing Authorities pursuant to Section 2.2.4 and in accordance with Section 163.387(7)(a), Florida Statutes. If the City expended funds after September 30, 2023, to complete the Beach Area Projects and those amounts would otherwise have been expended by the CRA to complete those projects, then the permitted uses in Section 2.2.3(a) include reimbursing the City for those expenditures.

2.2.4 On or before the last day of the Additional Extension Period, the Beach Area of the CRA must terminate. After disbursements and obligations related to the Beach Area Projects that accrued in the ordinary course prior to the last day of the Additional Extension Period have been fully paid, the City and CRA shall distribute all remaining funds and assets of the Beach Area as follows:

(a) All remaining balances in the CRA's redevelopment trust fund shall be distributed to the Taxing Authorities in the proportion that the amount of the payment by such Taxing Authority for the last year in which all Taxing Authorities paid TIF Obligations for the Beach Area (i.e., 2019) bears to the total amount of TIF Obligations paid into the trust fund by Taxing Authorities that year. These refunds to the Taxing Authorities must be completed no later than June 1, 2026, and must be accompanied by documentation substantiating the total balance to be refunded and the proportional allocation among the Taxing Authorities;

(b) Each article of personal property with a reasonable market value of less than \$5,000 shall be transferred to the City at no cost with no obligation to reimburse or distribute to the Taxing Authorities. Each article of personal property with a reasonable market value of \$5,000 or more shall be liquidated or transferred to the City at fair market value with the net proceeds thereof (defined as gross proceeds minus reasonable disposition fees customary for such transactions) ("Net Proceeds") distributed per Section 2.2.4(a) above;

(c) All real property interests or assets of the CRA located within the geographical area of the Beach Area of the CRA or acquired with funds attributable to

the Beach Area of the CRA shall be allocated as follows, and the City and the CRA shall take all necessary actions to timely effectuate the following:

(1) Real property interests and assets that all Parties to this Agreement, acting through the CRA Executive Director, City Manager, and County Administrator, or their respective written designees, agree in writing by September 30, 2025, constitute "Purposed Assets," namely that the real property interests were acquired for the purpose of, and the current use thereof is consistent with, a specific project or strategy stated in the CRA's redevelopment plan, dated April 17, 2018, or any subsequent version approved by the County ("Stated Purpose"), shall be at the CRA's election either (a) sold or disposed of pursuant to Section 2.2.4(c)(2) herein; or (b) transferred to the City subject to legally imposed limitations on permitted uses, which for real property interests shall include recorded restrictive covenants, such that the Purposed Assets are used by the City solely to accomplish the applicable Stated Purpose; if any such Purposed Asset is not consistently and regularly utilized for that Stated Purpose, then the Purposed Asset shall be distributed per Section 2.2.4(b)(2) below, unless the County Administrator specifically approves in writing a modified utilization of the Purposed Asset at issue in which event such modified purpose shall be deemed the Stated Purpose for purposes of this Agreement; and

(2) all other real property interests or assets shall be sold or otherwise disposed of at fair market value and the Net Proceeds thereof distributed to the Taxing Authorities in the proportion indicated in Section 2.2.4(a) above; all such transactions and distributions shall be completed no later than September 30, 2027, as such time may be extended in writing with the written approval of the County Administrator for any specific interest or asset.

(d) Any other assets or funds of the CRA attributable to the Beach Area not addressed in Sections 2.2.4(a) through (c) above shall be liquidated at fair market value and the Net Proceeds allocated to the Taxing Authorities in the proportion indicated in Section 2.2.4(a) above, unless the County Administrator otherwise approves in writing.

The City and the CRA shall take all necessary actions to ensure the requirements of this Section 2.2.4 are timely completed. To avoid any ambiguity, this obligation relates to the funds and assets of the CRA for the Beach Area only.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; there are no commitments, agreements, or understandings concerning the subject matter hereof not contained in the Agreement as amended by this Amendment. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. 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.
6. The effective date of this Amendment shall be retroactive to September 30, 2023.
7. 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.

The remainder of this page is intentionally blank.

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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2025; the City of Fort Lauderdale, signing by and through its _____; and the Fort Lauderdale Community Redevelopment Agency, signing by and through its _____.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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 _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
First Amendment to FTL CRA
3/6/2025
#1128280.13

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FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY REGARDING EXTENSION TO
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CITY

**CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA**

ATTEST:

By: _____
Dean J. Trantalis, Mayor

David R. Soloman, City Clerk

By: _____
Susan Grant, Acting City Manager

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon, Esq.
Assistant City Attorney

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CRA

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body corporate and
politic of the State of Florida created pursuant to
Part III, Chapter 163

ATTEST:

By: _____
Dean J. Trantalis, Chair

David R. Soloman, CRA Secretary

By: _____
Susan Grant, Acting Executive Director

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim General Counsel

Lynn Solomon, Esq.
Assistant General Counsel