

RESOLUTION NO. 17-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING THE EXECUTION OF AN AMENDMENT TO THE INTER-LOCAL AGREEMENT WITH BROWARD COUNTY, THE CITY OF FORT LAUDERDALE AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NE 13TH STREET COMPLETE STREET PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of County Commissioners announced a funding opportunity for local governments and Community Redevelopment Agencies for redevelopment projects in defined redevelopment areas that can demonstrate existing conditions of blight, high unemployment, and declining property values; and

WHEREAS, the City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency submitted a joint application to the Broward Redevelopment Program (BRP) grant program for the NE 13th Street Complete Street Project; and

WHEREAS, the City and CRA were awarded funding in the amount of \$1.5 million; and

WHEREAS, this improvement project will consist of roadway redesign, new wider sidewalks, on street parking, color enhanced bike lanes, in ground LED lights, shade trees and ADA improvements; and

WHEREAS, this project is part of the redevelopment vision and Plan for the Central City Community Redevelopment Area; and

WHEREAS, this project would improve safety, lower transportation costs, promote economic development, increase property values, foster a green environment and encourage a healthier community by encouraging walking and biking;

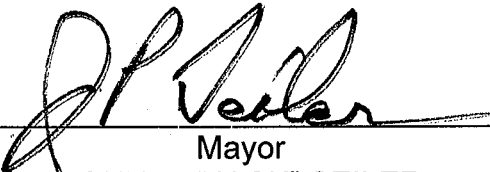
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE:

SECTION 1. The Recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Commission authorizes the Mayor and City Manager to execute an Amendment attached hereto as Exhibit "A" to the Inter-local Agreement with Broward County, City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency for the NE 13TH Street Complete Street Project.

SECTION 3. That this Resolution shall be in full force and effect immediately upon and after its passage.

ADOPTED this the 22nd day of August, 2017.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JEFFREY A. MODARELLI

Exhibit "A"

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
 ~~D~~Redevelopment Division
 ~~415 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 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 _____, 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
____ day of _____, 2017

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, City Clerk

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

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

Lynn Solomon, Assistant City Attorney

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

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**

WITNESSES:

Print Name

By _____

John P. "Jack" Seiler, Chairman

Print Name

By _____

Lee R. Feldman, Executive Director

CRA General Counsel:
Cynthia A. Everett

ATTEST:

Lynn Solomon, Assistant General Counsel

Jeffrey A. Modarelli, CRA Secretary