

Return recorded copy to:
Broward County Housing Finance Authority
110 NE 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

Document prepared by:
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115 South Andrews Avenue
Fort Lauderdale, Florida 33301

THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4TH AVENUE COMPLETE STREET PROJECT

This Third Amendment ("Third Amendment") to the Agreement (hereinafter defined) is made and entered into by and among Broward County, a political subdivision of the State of Florida ("County"), the City of Fort Lauderdale, a municipal corporation existing under the laws of the State of Florida ("City"), and the Fort Lauderdale Community Redevelopment Agency, a public body corporate and politic ("CRA") (each a "Party," collectively referred to as the "Parties").

RECITALS:

A. The Parties entered into that certain Interlocal Agreement among Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency for the Northeast 4th Avenue Complete Street Project, executed and recorded by the County on December 30, 2019, at Instrument #116261446 ("Original Agreement"). The Original Agreement provides for transportation and streetscape improvements that include a lane elimination, roadway resurfacing, bike lanes, new signage and markings, ADA improvements, LED lighting enhancements, bike racks, wide sidewalks, landscaping, and entryway/place making design features.

B. The Original Agreement was amended by that certain First Amendment to the Interlocal Agreement among Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency for the Northeast 4th Avenue Complete Street Project, executed by the County and recorded on November 22, 2022, at Instrument #118530882 ("First Amendment"). The First Amendment extended the term of the Original Agreement by two (2) additional years due to project delays related to the Florida Department of Transportation's ("FDOT") permit review process for the final design of the project.

C. The Original Agreement was subsequently amended by that certain Second Amendment to the Interlocal Agreement among Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency for the

Northeast 4th Avenue Complete Street Project, executed by the County and recorded on April 8, 2025, at Instrument #120149481 ("Second Amendment") (the Original Agreement, First Amendment, and the Second Amendment are collectively referred to as the "Agreement"). The Second Amendment extended the term of the Agreement by one (1) year due to delays and resource limitations.

D. The Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

E. Section 3.2 of the Agreement provides for a termination date of December 31, 2025 ("Termination Date").

F. The City was unable to complete the full project scope by the Termination Date due to unforeseen challenges arising from an administrative requirement issued by FDOT regarding the installation of specific decorative light poles. Notwithstanding these circumstances, the City (i) notified the County of the resulting delay; (ii) formally requested a twelve (12) month extension of the Agreement term; and (iii) continued to work in good faith toward completion of the full project scope.

G. The Parties mutually agree that an extension of the Agreement for an additional twelve (12) months is in their best interests, and that the extension shall be deemed retroactive to December 31, 2025.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows (words stricken through are deletions from existing text and words underlined are additions to existing text):

1. Recitals. Each Party represents that the Recitals stated above are true and correct and are incorporated herein by reference.

2. ARTICLE 3 of the Agreement is hereby amended as follows:

ARTICLE 3. TERM OF AGREEMENT

...

3.2. The termination date of this Agreement shall be December 31, 2025 2026.

3. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. Preparation of this Third 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.

5. Each individual executing this Third Amendment represents and warrants that, on the date they sign this Third Amendment, they are duly authorized by all necessary and appropriate action to execute this Third Amendment on behalf of the Party they represent and do so with full legal authority.

6. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7. This Third Amendment shall be recorded in the Official Records of Broward County in accordance with the Florida Interlocal Cooperation Act of 1969.

8. The City and the CRA each acknowledge that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement.

9. The effective date of this Third Amendment shall be December 31, 2025.

10. In the event of any conflict between the terms of this Third Amendment and the Agreement, the Parties hereby agree that this document shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____, 20____; the City of Fort Lauderdale, signing by and through its duly authorized representative; and the Fort Lauderdale Community Redevelopment Agency, signing by and through its duly authorized representative.

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 _____, 2026

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 _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

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City

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

ATTEST:

By: _____
Dean J. Trantalis, Mayor

By: _____
David R. Solomon, City Clerk

By: _____
Rickelle Williams, City Manager

_____ day of _____, 2026

I HEREBY CERTIFY that I have
approved this Agreement as to form and
legal correctness:
Shari L. McCartney, 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

By: _____
David R. Solomon, CRA Secretary

By: _____
Rickelle Williams, Executive Director

_____ day of _____, 2026

I HEREBY CERTIFY that I have approved this Agreement as to form and legal correctness:
Shari L. McCartney, General Counsel

Lynn Solomon, Esq.
Assistant General Counsel