

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

Document prepared by:
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Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) is made and entered into by and between 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 ("Agreement"). The 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 Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

C. The Agreement shall terminate on December 31, 2022.

D. The Parties agree that it is in the best interests of the Parties to extend the Agreement for an additional two (2) years.

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 ~~on~~ December 31, ~~2022~~ 2024.

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

6. This First 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 First 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, as amended.

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

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 _____, 2022, the CITY OF FORT LAUDERDALE, signing by and through its _____, duly authorized to execute same, and the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, signing by and through its _____, duly authorized to execute same.

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 _____
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 Florida
Municipal Corporation

ATTEST:

By: _____
Dean J. Trantalis
Mayor

David R. Soloman,
City Clerk

____ day of _____, 2022

By: _____
Greg Chavarria, City Manager

____ day of _____, 2022

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

By: _____
Lynn Solomon, 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

____ day of _____, 2022

By: _____
Greg Chavarria,
Executive Director

____ day of _____, 2022

APPROVED AS TO FORM:
Alain E. Boileau, General Counsel

By: _____
Lynn Solomon,
Assistant General Counsel