

INSTR # 118530882
Recorded 11/22/22 at 10:25 AM
Broward County Commission
5 Page(s)
Mtg Doc Stamps: \$0.00
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#1

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

Document prepared by:
Alexis I. Marrero Koratich, Assistant County Attorney
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 15th day of November, 2022, the CITY OF FORT LAUDERDALE, signing by and through its Mayor _____, duly authorized to execute same, and the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chair _____, duly authorized to execute same.

COUNTY

ATTEST:

By: [Signature]
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: [Signature]
Mayor
15th day of November, 2022

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



ALEXIS
MARRERO-
By KORATICH

Digitally signed by ALEXIS
MARRERO-KORATICH
Date: 2022.10.12 10:48:13
-04'00'

Alexis I. Marrero Koratich (Date)
Assistant County Attorney

MAITE
By AZCOITIA

Digitally signed by MAITE
AZCOITIA
Date: 2022.10.12
13:03:30 -04'00'


Maite Azcoitia (Date)
Deputy County Attorney

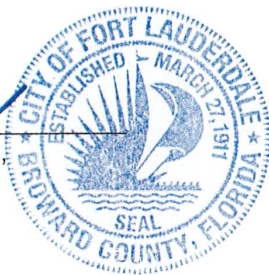
FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4TH AVENUE COMPLETE STREET PROJECT

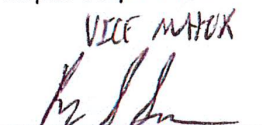
City

City of Fort Lauderdale, a Florida
Municipal Corporation

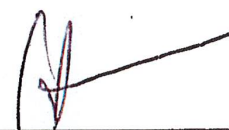
ATTEST:


David R. Solomon,
City Clerk




VICE MAYOR
By:  *FOR*
Dean J. Trantalis
Mayor

27 day of SEPTEMBER, 2022

By: 
Greg Chavarria, City Manager

23 day of September, 2022

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


By: 
Lynn Solomon, Assistant City Attorney

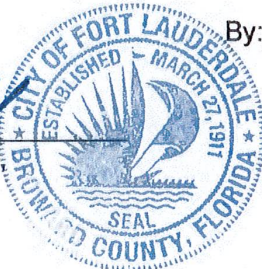
FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4TH AVENUE COMPLETE STREET PROJECT

CRA

Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163

ATTEST:


David R. Soloman
CRA Secretary



By:  

Dean J. Trantalis
Chair

27 day of SEPTEMBER, 2022

By: 

Greg Chavarria,
Executive Director

23 day of September, 2022

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

By: 

Lynn Solomon,
Assistant General Counsel

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

Document prepared by:
Alexis I. Marrero Koratich, Assistant County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

INSTR # 120149481

Recorded 04/08/25 at 10:35 AM
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**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**

This Second Amendment ("Second 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, as 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 ("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. Section 3.2 of the Agreement provides for a termination date of December 31, 2024.

D. The City has formally requested a twelve (12) month extension of the term of the Agreement due to unforeseen challenges and resource limitations that have impacted the full completion of the project scope.

E. The Parties agree that it is in the best interests of the Parties to extend the Agreement for an additional twelve (12) months.

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, ~~2024~~ 2025.

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

6. This Second 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 Second 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 Second Amendment shall be December 30, 2024.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 1st day of April, 2025, 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: Dr. Lynn Campbell
for Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: Bea Furr
Mayor
1st day of April, 2025

Digitally signed by Bea Furr
Date: 2025.04.01
12:28:18 -04'00'



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 MARRERO-KORATICH
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

Digitally signed by ALEXIS
MARRERO-KORATICH
Date: 2025.02.26 09:27:04
-05'00'

By: MAITE AZCOITIA
Maite Azcoitia (Date)
Deputy County Attorney

Digitally signed by MAITE
AZCOITIA
Date: 2025.02.26
09:34:37 -05'00'

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

City

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

WITNESSES:

Andrew Diaz
Signature

Andrew Diaz
[Witness type or print name]

101 NE 3rd Ave Ste 2100
Witness Address Line 1

Fort Lauderdale FL 33301
Witness Address Line 2

Donna Verisco
Signature

Donna Verisco
[Witness type or print name]

101 NE 3rd Ave Ste 2100
Witness Address Line 1

Fort Lauderdale, FL
Witness Address Line 2 33301

Dean J. Trantalis
By: Dean J. Trantalis, Mayor

Susan Grant
By: Susan Grant, Acting City Manager

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon
By: Lynn Solomon, Esq.
Assistant City Attorney

ATTEST:

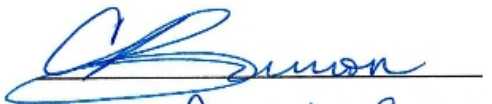
David R. Solomon
for David R. Solomon, City Clerk



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


CRA

Attest:



Print Name: Cassandra Brown
Designee of CRA Secretary

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

By: 

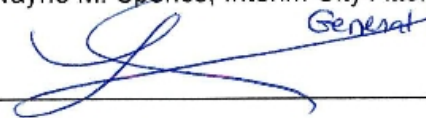
Print Name: SUSAN GRANT

Title: Acting Executive Director

25th day of February, 2025

Approved as to form and correctness:

D'Wayne M. Spence, Interim City Attorney:

 General Counsel

By: _____

Print Name: Lynn Solomon

Title: Assistant General Counsel

19th day of February, 2025