



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

**RUSH**

Today's Date: 2/18/25

**DOCUMENT TITLE:** SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4<sup>TH</sup> AVENUE COMPLETE STREET PROJECT

**COMM. MTG. DATE:** 02/18/2025 **CAM #:** 25-0139/25-0140 **ITEM #:** R-1/CR-3 **CAM attached:** ☒ YES ☐ NO

**Routing Origin:** CAO **Router Name/Ext:** Erica K./6088 **Action Summary attached:** ☒ YES ☐ NO

**CIP FUNDED:** ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) **Dept:** CAO **Router Name/Ext:** Erica K./6088 **# of originals routed:** 2 **Date to CAO:** \_\_\_\_\_

2) **City Attorney's Office:** Documents to be signed/routed? ☐ YES ☐ NO **# of originals attached** 2

Is attached Granicus document Final? ☐ YES ☐ NO **Approved as to Form:** ☐ YES ☐ NO

**Date to CCO:** 2/18/2025

Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) **City Clerk's Office:** # of originals: \_\_\_\_\_ **Routed to:** Donna V./Aimee L./CMO **Date:** \_\_\_\_\_

4) **City Manager's Office:** **CMO LOG #:** Feb 55 **Document received from:** \_\_\_\_\_

Assigned to: SUSAN GRANT ☐ LAURA REECE ☐  
BEN ROGERS ☐ SUSAN GRANT as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE ☐ N/A FOR S. GRANT TO SIGN

**PER ACM:** S. Grant (Initial/Date) **PER ACM:** L. Reece (Initial/Date)

☐ **PENDING APPROVAL** (See comments below)

**Comments/Questions:** \_\_\_\_\_

**Forward** \_\_\_\_\_ **originals to** ☐ Mayor ☐ CCO **Date:** \_\_\_\_\_

5) **Mayor/CRA Chairman:** Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) **Date:** \_\_\_\_\_

6) **City Clerk:** Scan original and forwards 2 originals to: CIA / CRA xt. 4776  
Erica K./xt. 6088

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

**Original Route form to** Erica K./6088

Email scan to Erica K.  
Rev. 8/3/2022

## ROLL CALL

**Present** 5 - Commissioner Pam Beasley-Pittman, Commissioner Ben Sorensen, Commissioner John C. Herbst, Vice Chair Steven Glassman, and Chair Dean J. Trantalis

## MOTIONS

**M-1**     25-0135     Motion Approving Minutes for January 22, 2025, Community Redevelopment Agency Board Meeting Minutes - (Commission Districts 2 and 3)

**APPROVED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst, Vice Chair Glassman and Chair Trantalis

## RESOLUTIONS

**R-1**     25-0139     Resolution Approving a Second Amendment to the Interlocal Agreement for the NE 4th Avenue Complete Street Project between Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency - (Commission District 2)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst, Vice Chair Glassman and Chair Trantalis

**R-2**     25-0162     Resolution Approving a \$6,000,000 Forgivable Loan to SJC Sistrunk, LLC and Authorizing the Executive Director to Negotiate and Execute the Development Agreement and Any and All Other Documents or Instruments Necessary or Incidental to Consummate the Transaction - (Commission District 2)

**ADOPTED**

**Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Commissioner Herbst, Vice Chair Glassman and Chair Trantalis

**R-3**     25-0190     Resolution Approving Early Loan Forgiveness to the YMCA for the Forgivable Loan of \$10,000,000 as of December 31, 2024, and Authorizing the Executive Director to Negotiate and Execute Any and All Documents or Instruments Necessary or Incidental to Consummate the Transaction - (Commission District 3)

**ADOPTED**



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**CRA BOARD MEETING**

**#25-0139**

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**TO:** CRA Chairman & Board of Commissioners  
Fort Lauderdale Community Redevelopment Agency

**FROM:** Susan Grant, Acting CRA Executive Director

**DATE:** February 18, 2025

**TITLE:** Resolution Approving a Second Amendment to the Interlocal Agreement for the NE 4<sup>th</sup> Avenue Complete Street Project between Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency - **(Commission District 2)**

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**Recommendation**

Staff recommends the Community Redevelopment Agency (CRA) Board of Commissioners adopt a resolution approving a second amendment to the Interlocal Agreement for the NE 4<sup>th</sup> Avenue Complete Street Project between Broward County, the City of Fort Lauderdale, and the Fort Lauderdale Community Redevelopment Agency.

**Background**

The City of Fort Lauderdale and the Fort Lauderdale Community Redevelopment Agency were awarded a grant in the amount of \$1,000,000 from Broward County under Broward Redevelopment Program (BRP) for the NE 4<sup>th</sup> Avenue Complete Street Project, and on December 30, 2019, entered into an inter-local agreement (ILA) that entailed a grant deadline of December 31, 2022 (Exhibit 1). The project scope included wide sidewalk, pedestrian lighting and street trees, suspended pavement systems, root barrier systems, and bonded aggregates in tree pits.

During the pre-construction phase of the project, the prolonged Florida Department of Transportation permit review process delayed the project timeline by eight months, impacting both the procurement process to hire a construction company and overall project schedule. Discussions between the City, the CRA, and Broward County ensued to which the first amendment to the ILA to extend the termination date to December 31, 2024, was approved and fully executed on November 15, 2022 by the Broward County Board of Commissioners (Exhibit 2).

On August 23, 2024, the City issued FG Construction a certificate of substantial completion for the project. However, due to unforeseen challenges and resource limitations such as lighting installation scope discrepancy and permit close out phase differences between Florida Power & Lighting and the City affecting the full completion of the project, the City formally requested a 12-month extension of the termination date of the ILA from December

31, 2024 to December 31, 2025 to allow sufficient time for procurement of a lighting installation contractor to purchase and install the lighting poles, fixtures and wiring to conjunction box (Exhibit 3). The extension would ensure ample time to complete the project and submit all necessary documentation to secure reimbursement.

The Broward County Housing Finance and Community Redevelopment Division is aware of this issue and the need to extend the termination date of the Agreement to December 31, 2025 (Exhibit 4). Broward County staff advised that this item is scheduled for April 1, 2025, Broward County Commission meeting for consideration.

#### Consistency with the Central City Community Redevelopment Plan

The Central City Redevelopment Plan, Section V.A, identifies the redevelopment of the NE 4<sup>th</sup> Avenue Corridor as an Economic Development Strategy for this area. The project will improve safety, lower transportation costs, promote economic development, increase property values, reduce emissions and fossil fuel use, foster a green environment, and help create a healthier community by encouraging walking and biking.

#### Resource Impact

There is no fiscal impact associated with this action.

#### Strategic Connections

This item is a FY 2025 Commission Priority, advancing the Transportation and Traffic initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 4: Facilitate an efficient, multimodal transportation network

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Internal Support Focus Area
- The Capital Improvements Element
- Goal 2: Ensure adequate funding for infrastructure and capacity exist concurrent with development or redevelopment.

#### Related CAM

#25-0140

#### Attachments

Exhibit 1 – Interlocal Agreement

Exhibit 2 – BRP First Amendment

Exhibit 3 – Letter to Broward County and Progress Report No. 8

Exhibit 4 – BRP Second Amendment

02/18/2025

CAM #25-0139

Exhibit 5 – Resolution

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Prepared by: Cija Omengebar, CRA Planner, Community Redevelopment Agency  
MacKendy Philippi, Project Manager II, Transportation and Mobility

Acting CRA Executive Director: Susan Grant



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

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD  
COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE  
COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4<sup>TH</sup> 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 \_\_\_\_ 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 \_\_\_\_\_, 2025

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



SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE, AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY FOR THE NORTHEAST 4<sup>TH</sup> 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 3<sup>rd</sup> Ave Ste 2100  
Witness Address Line 1

Fort Lauderdale FL 33301  
Witness Address Line 2

Donna Varisco  
Signature

Donna Varisco  
[Witness type or print name]

101 NE 3<sup>rd</sup> 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, Esq.  
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 4<sup>TH</sup> AVENUE COMPLETE STREET PROJECT

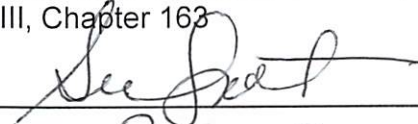
CRA

Attest:



Print Name: Casandra Braun  
designee of the 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

25<sup>th</sup> day of February, 2025

Approved as to form and correctness:

D'Wayne M. Spence, Interim City Attorney:

General Counsel

By: 

Print Name: Lynns Dromon

Title: Assistant General Counsel

19<sup>th</sup> day of February, 2025