

**AMENDMENT TO AGREEMENT
BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO
IMPLEMENT ANEXATION OF TWIN LAKES NORTH INTO THE CITY**

THIS AMENDMENT TO AGREEMENT (the "Amendment") is made this ____ day of _____, 2017, by and between BROWARD COUNTY, a political subdivision of the State of Florida ("County") and the City of Fort Lauderdale, a Florida municipal corporation ("City").

RECITALS

A. The City and County entered into an agreement to implement the annexation of Twin Lakes North into the City effective September 14, 2005 ("Agreement"). Section 3.1 of the Agreement provides that the parties shall negotiate in good faith to extend the Agreement if any obligations thereunder that are required to be completed by September 30, 2015, have not been completed by that date.

B. Under paragraph 12 in Exhibit "A" to the Agreement, the County was required to and did pay to the City \$310,560 by December 31, 2005, in exchange for the City installing sewers within the annexed area and subsequently performing certain specified additional work within the annexed area.

C. The City represents that it has met its obligation to install the sewers, consistent with paragraph 12 of Exhibit "A" to the Agreement, but that it has not completed all of the specified additional work required by that paragraph. Apart from the additional work required by that paragraph, the City represents that it has completed all of its obligations stated in the Agreement, and that it is meeting any and all of its continuing obligations under the Agreement.

D. Prior to September 30, 2015, the City requested that the Agreement term be extended by two (2) years, through September 30, 2017, solely for the purpose of enabling the City to complete such additional work required under paragraph 12 of Exhibit "A" to the Agreement. This request was incorporated into a proposed amendment, which was approved by the City but which was not received or acted upon by the County.

E. The City now requests that the Agreement term be extended through September 30, 2019, solely for the purpose of enabling the City to complete such additional work required under paragraph 12 of Exhibit "A" to the Agreement.

F. The City has prepared documents which accurately represent the current status of the project and the City's current proposed timeline for completion, attached hereto as Exhibit "A" to the Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference.
2. The City represents and acknowledges that the County has fully met all of its obligations under the Agreement, and nothing stated in this Amendment shall resurrect any County obligation(s) contained in the Agreement or create any new County obligation. Any claim(s) that the City could otherwise raise under the Agreement is/are hereby waived and released.
3. The term of the Agreement (as stated in paragraph 3.1) is hereby extended, solely for the purpose of enabling the City to complete the additional work required under paragraph 12 of Exhibit "A" to the Agreement, such that it now expires on September 30, 2019.
4. Except as expressly modified or otherwise expressly addressed hereby, all terms and conditions of the Agreement shall remain in full force and effect, including that the City shall continue to perform in full any and all of its continuing obligations under the Agreement (which obligations, except as expressly addressed in paragraph 3 immediately above, are not modified by this Amendment).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, on the ____ day of _____, 2017, the City execute this Amendment as follows:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, by and through its Board of City Commissioners, authorized pursuant to action taken by such Board on _____, 2017.

JEFF MODARELLI, City Clerk

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

Gustavo Ceballos, Assistant City Attorney

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.

COUNTY

ATTEST:

BROWARD COUNTY

Broward County Administrator, as
Ex-officio Clerk of the Board County
Board of County Commissioners

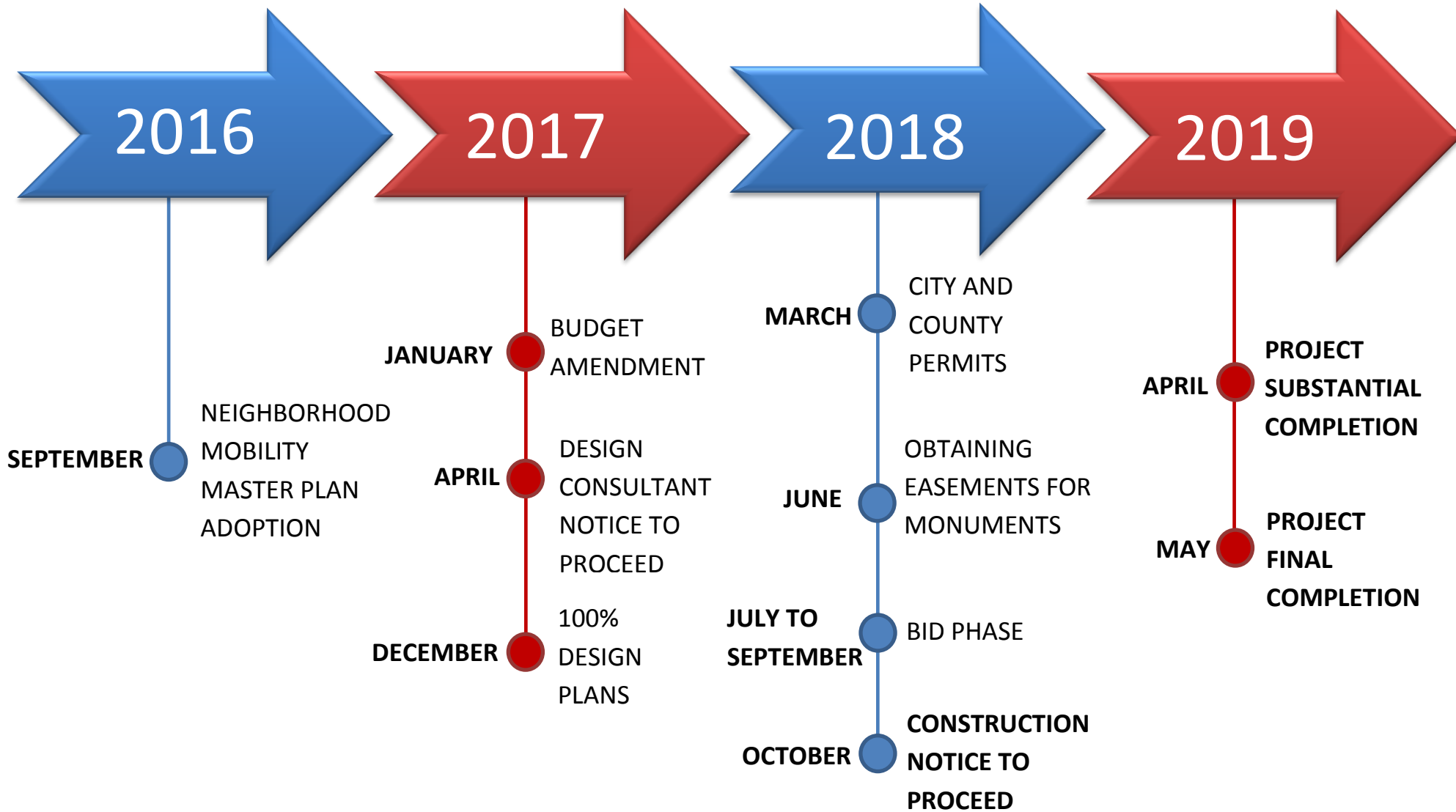
By _____
Barbara Sharief, Mayor

Approved as to form by:
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
ANDREW J. MEYERS (Date)
Chief Deputy County Attorney

Twin Lakes North Annexation Improvements Project Project No. 12285

TIMELINE



Twin Lakes North Project

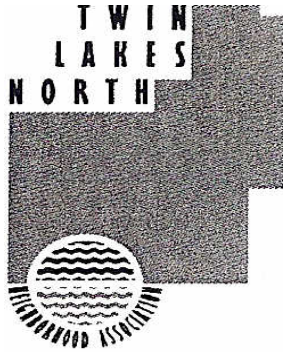
In order to identify the transportation needs, the City completed a Neighborhood Mobility Master Plan ("Plan") which identified solutions to transportation challenges within the Twin Lakes North Neighborhood. The Plan was adopted by the Twin Lakes Home Owners Association ("HOA") and completed on October 2016. Since the funding provided by Broward County as part of the annexation does not cover for all the improvements included in the Plan, the HOA provided the City with a list of preliminary priorities. The \$310,560 in capital funds from the Agreement will be used to design and construct the priorities approved by the HOA, which are the following:

- Four (4) Entryway Treatments
- Seven (7) Pinch Points
- One (1) Traffic Circle

The following are the current and projected milestones for the project:

- Notice to Proceed to the Design Consultant (BCC Engineering, Inc.) sent on April 2017.
- 30% Design Meeting with the HOA was held on July 20, 2017. During this meeting the neighbors selected the entryway monuments along with the landscapes.
- 90% Design Meeting with the HOA is scheduled for August 31, 2017 and 100% Design meeting is scheduled for October 19, 2017.
- Project is scheduled to start construction on February 2018.

The easement for the entryway monuments will take time to procure. Staff is currently waiting to receive the advance plans by the Consultant to start this process. It will require extensive work by our legal department, and as such, necessitates the request to extend the agreement out to September 2019.



Twin Lakes North Neighborhood Association

21 October 2016

kmendrala@[fortlauderdale.gov](mailto:kmendrala@fortlauderdale.gov)

Karen Mendrala
City of Ft Lauderdale
290 NE 3rd Ave
Fort Lauderdale FL 33301

Dear Karen,

This letter is to confirm our agreement and approval of the Twin Lakes Mobility Master Plan as presented October 20th 2016.

As discussed, our first priority is entryway treatments for NW 15th Avenue and NW 10th Avenue with the intention of eventually closing 15th avenue on the North side and 10th avenue on the South side.

Roundabouts on 10th and by the park would be second priority.

We look forward to quickly getting specific options and costs from the engineer so we can select the appropriate entrance treatments for our community.

Sincerely

Tina Adams

Tina Adams, Director
Twin Lakes North Neighborhood Association