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. <u>Recitals</u>. 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]

| Amendment: BROWARD COUNT COMMISSIONERS, signing by and to execute same by Board action on the _OF FORT LAUDERDALE, FORT LAUDERDALE COMMUNITY | Parties hereto have made and executed this First TY through its BOARD OF COUNTY through its Mayor or Vice-Mayor, authorized to day of, 2022, the CITY signing by and through its, duly authorized to execute same, and the 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 | By: Mayor |
| ex officio Clerk of the Broward County Board of County Commissioners | 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 |

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

City

David R. Soloman,

City Clerk

City of Fort Lauderdale, a Florida Municipal Corporation

VICE MATOX

By: Dean J. Trantalis

Mayor

<u>17</u> day of <u>SULMBER</u>, 2022

Ву:__

Greg Chavarria, City Manager

3 day of Soplem her, 2022

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

Bv

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,

VICE MAKOK

Chapter 163

ATTEST:

Trantalis

Chair

David R. Soloman,

CRA Secretary

27 day of SEPTEMBER

FOR

By:

Gred Chavarria,

Executive Director

23 day of September, 2022

APPROVED AS TO FORM:

Alain E. Boileau, General Counsel

By:

Lynn Solomon,

Assistant General Counsel





COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 4/4/20

30

DOCUMENT TITLE: First Amendment to Interlocal Agreement for the NE 4th Ave. Street Project (Broward Co., COFL, and CRA) COMM. MTG. DATE: 09/06/2022 CAM #:22-0771 & 22-0772 ITEM #: CR-9 & R-1 CAM attached: ▼ YES NO Routing Origin: CAO Router Name/Ext: Erica K./ 6088 Action Summary attached: XYES 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 CIP FUNDED: YES (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: Router Name/Ext: # of originals routed: Date to CAO: 2) City Attorney's Office: Documents to be signed/routed? XYES NO # of originals attached: 1 Approved as to Form: MYES □NO Is attached Granicus document Final? TYES NO Date to CCO: Lynn Solomon Attorney's Name 3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 09/ 4) City Manager's Office: CMO LOG #: ケッカーカー) Document received from: _____ Assigned to: GREG CHAVARRIA TARLESHA SMITH ANTHONY FAJARDO SUSAN GRANT GREG CHAVARRIA as CRA Executive Director APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN (Initial/Date) PER ACM: A. Fajardo (Initial/Date) PER ACM: T. Smith (Initial/Date) S. Grant ☐ PENDING APPROVAL (See comments below) Comments/Questions: Forward Soriginals to Mayor CCO Date: 4-03-21 5) Mayor/CRA Chair: 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: Erica K./ xt. 6088 Attach __ certified Reso # _____YES NO Original Route form to Erica K./ 6088