

**Housing Finance Division**

110 Northeast 3<sup>rd</sup> Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

November 22, 2022

Mr. Greg Chavarria, City Manager & CRA Executive Director  
City of Fort Lauderdale  
100 North Andrews Avenue,  
Fort Lauderdale, Florida 33301

Dear Mr. Chavarria:

**Subject: Broward Redevelopment Program (BRP): Executed and Recorded Original Interlocal Agreement Extension for the Northeast 4<sup>th</sup> Avenue Complete Streets Project**

Please find attached an executed, original Interlocal Agreement (ILA), as approved by the Board of County Commissioners on November 15, 2022, and recorded on November 22, 2022, for the Northeast 4<sup>th</sup> Avenue Complete Streets Project. The agreement provides for the current expiration date of December 31, 2022, to be extended for a period of up to two (2) years until December 31, 2024.

If you have any questions or comments, please do not hesitate to call me at (954) 357-4919 or email at [achin@broward.org](mailto:achin@broward.org).

Best Regards,

A handwritten signature in blue ink that reads "Angela M. Chin".

Angela M. Chin, AICP, PMP, Program & Redevelopment Manager  
Housing Finance Division, HFD

Attachment

cc: w/o attachment:  
Charence Woods, CRA Manager, City of Fort Lauderdale  
Ralph Stone, Director, HFD  
Suzanne R. Fejes, Assistant Director, HFD  
Maite Azcoitia, Deputy County Attorney, Office of the County Attorney  
Alexis I. Koratich-Marrero, Assistant County Attorney, Office of the County Attorney

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 4<sup>TH</sup> 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 15<sup>th</sup> 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  
15<sup>th</sup> 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-KORATICH  
By: [Signature]  
Alexis I. Marrero Koratich (Date)  
Assistant County Attorney

Digitally signed by ALEXIS  
MARRERO-KORATICH  
Date: 2022.10.12 10:48:13  
-0400'

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

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

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<sup>TH</sup> AVENUE COMPLETE STREET PROJECT

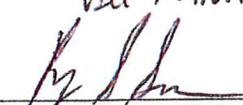
City

City of Fort Lauderdale, a Florida Municipal Corporation

ATTEST:

  
David R. Solomon,  
City Clerk



By: <sup>VICE MAYOR</sup>  <sup>FOLK</sup>  
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 4<sup>TH</sup> AVENUE COMPLETE STREET PROJECT

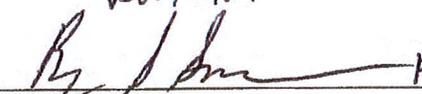
CRA

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

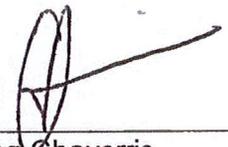
ATTEST:

  
David R. Soloman  
CRA Secretary



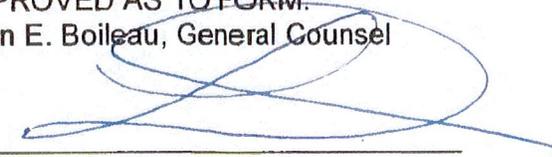
*VICE MAYOR*  
By:  *FDK*  
Dean J. Trantalis  
Chair

*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



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

RUSH

3L

Today's Date: 9/14/22

DOCUMENT TITLE: First Amendment to Interlocal Agreement for the NE 4<sup>th</sup> 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:  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: \_\_\_\_\_ Router Name/Ext: \_\_\_\_\_ # of originals routed: \_\_\_\_\_ Date to CAO: \_\_\_\_\_

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

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

Date to CCO: 9/16/22 Lynn Solomon Attorney's Name LS LS Initials

3) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 09/16/22

4) City Manager's Office: CMO LOG #: Sep 2<sup>nd</sup> 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

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date)  
S. Grant \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

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

Forward 3 originals to  Mayor  CCO Date: 9-23-21

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