



Bertha Henry, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7350 • FAX 954-357-7360

August 18, 2015

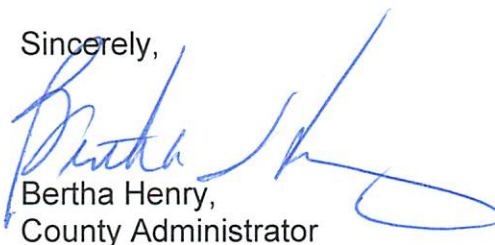
Mr. Lee Feldman
City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Dear Mr. Feldman:

In response to the July 13th letter requesting a two year extension to the 2005 Twin Lakes Annexation Agreement, we drafted the attached amendment for City Commission approval to enable the City to complete the infrastructure improvements within the term of the agreement. A copy of the \$310,560 check paid to the City in December, 2005 is also attached.

Please send two signed originals and we will send back an executed original once the County Commission has approved the amendment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bertha Henry", followed by a long horizontal flourish.

Bertha Henry,
County Administrator

BH
Attachments



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

This is the First Amendment (the "Amendment") to the Agreement Between Broward County (the "County") and City of Fort Lauderdale (the "City") to Implement Annexation of Twin Lakes North into the City (the "Agreement").

RECITALS

- A. The Agreement was entered into on or about November 18, 2005.
- B. All performance under the Agreement is required to be completed by September 30, 2015.
- C. Section 3.1 of the Agreement provides that the parties shall negotiate in good faith to extend the Agreement if any obligations thereunder have not been completed by September 30, 2015.
- D. The Agreement's Scope of Services is described in Exhibit "A" to the Agreement. Under paragraph 12 in Exhibit "A," 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 additional work in the annexed area.
- E. The City represents that it has met its obligation to install the sewers, but that it has not completed the additional work required under paragraph 12 of Exhibit "A" to the Agreement. The City further represents that it has completed all of its other obligations stated in the Agreement.
- F. The City has requested that the Agreement term be extended by two (2) years, through September 30, 2107, solely for the purpose of enabling the City to complete such additional work required under paragraph 12 of Exhibit "A."

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

- 1. The above-stated recitals are true and correct and are incorporated herein by reference.
- 2. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.
- 3. The term of the Agreement (as stated in paragraph 3.1) is hereby extended by two (2) years such that it now expires on September 30, 2017, solely for the purpose of enabling the City to complete the additional work required under paragraph 12 of Exhibit "A."

4. This effective date of this Amendment shall be the date it is executed by the second of the two parties hereto.

5. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

BROWARD COUNTY

IN WITNESS WHEREOF, the parties hereto have made and executed this 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 _____, 2015, and City of Fort Lauderdale through its City Commission, signing by and through its _____, authorized to execute same by action of its City Commission on the ____ day of _____, 2015.

COUNTY

ATTEST:

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 _____
Mayor
____ day of _____, 2015

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

AJM/mm
08/17/2015
Annexation of Twin Lakes North
#15-011

CITY OF FORT LAUDERDALE

CITY OF FORT LAUDERDALE

ATTEST:

City Clerk

By _____
John P. "Jack" Seiler, Mayor

By _____
Lee R. Feldman, City Manager

_____ day of _____, 2015

Approved as to form:

By _____
Cynthia A. Everett, City Attorney

MACROVIA BANK, N.A.
FORT LAUDERDALE, FLORIDA



BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY
FORT LAUDERDALE, FLORIDA

63-1012
632

NO. 0000911413

CITY OF FT. LAUDERDALE

DATE
12-20-2005

CHECK NO.
0000911413

AMOUNT

PAY Three Hundred Ten Thousand Five Hundred Sixty And
00/100 Dollars

\$*****310,560.00

TO
THE
ORDER
OF

CITY OF FT LAUDERDALE
100 N Andrews Avenue
Ft Lauderdale, FL 33301

Christine Jacob
MAYOR, BOARD OF COUNTY COMMISSIONERS

Barthelme
INTERIM COUNTY ADMINISTRATOR



⑈00911413⑈ ⑆063210125⑆ 2079940003785⑈

⑈0031056000⑈

WARNING: THE PAYEE FOR Deposit Only. THIS A
SERIALIZED WATER City of Fort Lauderdale
HOLD AT 45 ANGL
Account #2000016114577
Ring # : 10763
Act # : 00000000000
Date : 12/28/2005
Amount : \$310,560.00
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

⑈0631075134⑈
MACROVIA NA SVC836 1414T
ORLANDO FL 12292005 13FK

4532557404

Posting Date
12/30/2005

Posting Account
2079940003785

Amount
\$310,560.00

Serial No.
911413

Bank Reference No. Volume
20051230143604511805 20060109203801