

Return recorded copy to:  
Broward County Housing Finance Division  
110 NE 3rd Street, Suite 300  
Fort Lauderdale, Florida 33301

Document prepared by:  
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Fort Lauderdale, Florida 33301

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR THE HILLSBORO  
CORRIDOR REDEVELOPMENT AREA PROJECT**

This Second Amendment (“Second 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”), and the City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida (“City”) (each a “Party,” collectively referred to as the “Parties”).

**RECITALS:**

A. The Parties entered into that certain Interlocal Agreement between Broward County and the City of Coconut Creek for the Hillsboro Corridor Redevelopment Area Project, executed by the County and recorded on May 20, 2020, at Instrument #116512528 (“Original Agreement”). The Original Agreement provides funding for Phase I of the public improvements as part of the Hillsboro Corridor Redevelopment Area Project (“Project”), which addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

B. The Original Agreement was amended by that certain First Amendment to the Interlocal Agreement between Broward County and the City of Coconut Creek for the Hillsboro Corridor Redevelopment Area Project, executed by the County and recorded on March 21, 2023, at Instrument #118744382 (“First Amendment”) (the Original Agreement and First Amendment are collectively referred to as the “Agreement”). The First Amendment extended the term of the Original Agreement by two (2) years and six (6) months due to ongoing negotiations among the City, County, and FDOT regarding the necessary encroachment agreements for improvements impacting County preserves and FDOT right-of-way.

C. The Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the “Florida Interlocal Cooperation Act of 1969.”

D. Paragraph 4.2 of the Agreement provides that no County disbursement shall be made until each milestone identified in Paragraph 4.2 is achieved.

E. Paragraph 4.2(b) states that “the second milestone shall be at the completion of the Project which shall be no later than five (5) years and six (6) months after the Effective Date of this Agreement.”

F. Paragraph 4.2(c) states that “City agrees that all County funds disbursed to City for the Project shall be returned to County if the Project is not completed and operational within five (5) years and six (6) months after the Effective Date of this Agreement.”

G. By its express terms, the Agreement terminates on March 31, 2026.

H. The City will be unable to complete the required milestones by the specified milestone dates and the termination date due to delays outside of the City’s control, including remaining jurisdictional coordination and legal approvals, and the timing of delivery and installation of the remaining bus shelters. Notwithstanding these circumstances, the City has (i) notified the County of the resulting delay; (ii) formally requested a one (1) year extension of the Agreement term; and (iii) continued to work in good faith toward completion of the full project scope.

I. The Parties agree that it is in the best interests of the Parties to extend the milestones under Paragraph 4.2 and the Agreement for one (1) additional year.

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**

3.1. The Agreement became effective on May 20, 2020, the date that the Agreement was fully executed by the parties and recorded in the public records of Broward County, Florida (the “Effective Date”). The termination of the Agreement shall be on ~~March 31, 2026~~March 31, 2027.

3. Paragraph 4.2 of the Agreement is hereby amended as follows:

4.2 No County disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for the Project are as follows:

...

- b. The second milestone shall be at the completion of the Project, which shall be no later than ~~five (5)~~ six (6) years and six (6) months after the Effective Date of this Agreement. Completion will be deemed to have occurred when City submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.
  - c. City agrees that all County funds disbursed to City for the Project shall be returned to County if the Project is not completed and operational within ~~five (5)~~ six (6) years and six (6) months after the Effective Date of this Agreement.
4. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.
  5. 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.
  6. Individuals executing this Second Amendment represent 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.
  7. 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.
  8. This Second Amendment shall be recorded in the Official Records of Broward County in accordance with the Florida Interlocal Cooperation Act of 1969.
  9. The City acknowledges that, through the date hereof, it has no claims against County with respect to any of the matters covered by the Agreement, as amended.
  10. In the event of any conflict between the terms of this Second Amendment and the Agreement, the Parties hereby agree that this Second Amendment shall control.

[The remainder of this page is intentionally left blank]

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 \_\_\_\_\_, 2026, the CITY OF COCONUT CREEK, 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  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
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

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT**

City

City of Coconut Creek

Attest:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

By \_\_\_\_\_  
Jacqueline Railey, Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Sheila N. Rose, City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Terrill C. Pyburn, City Attorney