Housing Finance Division
110 Northeast 3rd Street, Suite 300 • Fort Lauderdale, Florida 33301 • 954-357-4900 • FAX 954-357-8221

March 21, 2023

Mr. Scott Stoudenmire, Director of Sustainable Development
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

Dear Mr. Stoudenmire:

Subject: Broward Redevelopment Program (BRP): Executed and Recorded Original First Amendment to the (Public Improvements) Interlocal Agreement for the Hillsboro Corridor Redevelopment Area Project

Please find attached the executed, original First Amendment to the Interlocal Agreement (ILA), as approved by the Board of County Commissioners on March 14, 2023, and recorded on March 21, 2023, for the Hillsboro Corridor Redevelopment Area Project. The agreement provides for the current expiration date of the Public Improvements ILA on September 30, 2023, to be extended for a period of up to two and a half (2.5) years until March 31, 2026.

If you have any questions or comments, please do not hesitate to call me at (954) 357-6679 or email at lwight@broward.org.

Best Regards,

Lisa Wight, Senior Redevelopment Coordinator
Housing Finance Division, HFD

Attachment

cc: w/o attachment:
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

INSTR # 118744382
Recorded 03/21/23 at 10:32 AM
Broward County Commission
5 Page(s)
Mtg Doc Stamps: $0.00
Int Tax $0.00
#2

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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 BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR HILLSBORO CORRIDOR REDEVELOPMENT AREA 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") 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 on May 19, 2020 ("Effective Date"), and recorded by the County on May 20, 2020, at Instrument #116512528 ("Agreement"). The 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 Agreement was entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

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

D. Paragraph 4.2(b) states that "the second milestone shall be at the completion of the Project which shall be no later than three (3) years after the Effective Date of this Agreement."

E. 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 three (3) years after the Effective Date of this Agreement."

(5)

F. The Agreement shall terminate on September 30, 2023.

G. On November 21, 2022, City confirmed in writing to County that the City has "made considerable progress on this project and in fact, has completed full design plans for the public improvement and has even received conceptual permit approval from the Florida Department of Transportation (FOOT), as the subject improvement is primarily located within their right of way. The improvement also encroaches into County preserves, which has been coordinated with appropriate County staff from Parks and Recreation. Unfortunately, the necessary agreements to effectuate this encroachment are still being negotiated and at this point, involve legal staff from the City and both the County and the FOOT. [City is] confident that all issues will be resolved but we are not confident on the timing."

H. 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 an additional two (2) years and six (6) months.

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 ~~shall become~~ became effective on May 20, 2020, the date that ~~it is~~ 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 ~~September 30, 2023~~ March 31, 2026.

. . .

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 ~~three (3)~~ five (5) 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 ~~three (3)~~ five (5) 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 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.

6. Individuals 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.

7. 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.

8. This First 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 First Amendment and the Agreement, the Parties hereby agree that this First Amendment 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 14th day of March, 2023, the CITY OF COCONUT CREEK, signing by and through its Mayor and City Manager, duly authorized to execute same.

County

ATTEST:

By: _____
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

20th day of March, 2023

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 MARRERO-KORATICH Digitally signed by ALEXIS MARRERO-KORATICH Date: 2023.02.06 16:32:14 -05'00'
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA Date: 2023.02.06 16:39:08 -05'00'
Maite Azcoitia (Date)
Deputy County Attorney

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

City

City of Coconut Creek

Attest:

Joseph J. Kavanagh, City Clerk

By _____
Joshua Rydell, Mayor-Commissioner

26 day of January, 2023

By Karen M Brooks
Karen M. Brooks, City Manager

26 day of January, 2023

APPROVED AS TO FORM:

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