

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF WEST PARK  
FOR CONVEYANCE OF PROPERTY FROM COUNTY TO CITY  
FOR COMMUNITY DEVELOPMENT ACTIVITIES**

This Second Amendment to the Interlocal Agreement for Conveyance of Property from County to City for Community Development Activities ("Second Amendment") between Broward County, a political subdivision of the State of Florida ("County"), and City of West Park, a Florida municipal corporation ("City") (collectively, County and City are the "Parties").

**RECITALS**

A. County and City entered into the Interlocal Agreement for Conveyance of Property from County to City for Community Development Activities on March 11, 2008, (as amended, "Interlocal Agreement"), whereby County conveyed certain Property to City.

B. On June 12, 2018, the Parties entered into a First Amendment to the Interlocal Agreement, to extend City's time to complete the development and improvement of the Property to June 30, 2020.

C. The Parties desire to further amend the Interlocal Agreement to provide City with additional time to develop the Property.

**AMENDMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Unless otherwise defined in this Second Amendment, the capitalized terms in this Second Amendment have the respective meanings ascribed to them in the Interlocal Agreement and the definitions of those terms in the Interlocal Agreement are incorporated by reference into this Second Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Interlocal Agreement, and any provision of this Second Amendment, the provisions of this Second Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. This Second Amendment shall be retroactively effective as of June 30, 2020.

4. Amendments made to the Interlocal Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

5. Section 3.2 of the Interlocal Agreement shall be amended as follows:

3.2 The term of this Interlocal Agreement shall commence on the date of execution by both parties. CITY shall complete the development and improvement of the Property consistent with the terms and conditions contained herein no later than ~~June 30, 2020~~ June 30, 2021. In the event CITY is unable to complete its obligations under this Interlocal Agreement within the time period set forth herein, and such inability is due to circumstances beyond the control of CITY, CITY may make a written request to COUNTY's ILA Manager for an extension. This matter shall be presented to the Board who, in its discretion, may grant CITY a reasonable extension to the term.

6. The first sentence of Section 3.3 of the Interlocal Agreement shall be amended as follows:

3.3 Notwithstanding CITY's obligation to develop and improve the Property by ~~June 30, 2020~~ June 30, 2021, as provided in Section 3.2 above, the term of this Interlocal Agreement shall expire five (5) years after receipt by CITY of all Certificates of Occupancy for completion of CDBG eligible activities on the Property conveyed to CITY

7. This Second Amendment is hereby incorporated into the Interlocal Agreement, and all of the terms and conditions contained in this Second Amendment shall be binding on the Parties.

8. Except as expressly modified herein, all terms and conditions contained in the Interlocal Agreement shall remain unchanged and in full force and effect.

9. This Second Amendment may be executed in multiple originals, and 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 amendment.

10. 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 the other.

11. This Second Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in this Agreement and this Second Amendment.

12. City represents and warrants that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that City

has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Second Amendment is within City's legal powers, and each individual executing this Second Amendment on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

[Signatures on Following Pages]

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 \_\_\_\_\_, 20\_\_\_\_ (Agenda Item No. \_\_\_\_), and CITY OF WEST PARK, signing by and through its Mayor, authorized to execute same by City Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2020

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

CLAUDIA CAPDESUNER  
Digitally signed by CLAUDIA  
CAPDESUNER  
Date: 2020.12.09 17:11:43  
-05'00'

By \_\_\_\_\_  
for Alicia C. Lobeiras (Date)  
Assistant County Attorney

ANNIKA E. ASHTON  
Digitally signed by ANNIKA E.  
ASHTON  
Date: 2020.12.09 17:18:53 -05'00'

By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney


ACL  
Second Amendment to Interlocal Agreement WestPark CDBG.doc  
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CITY

ATTEST:

CITY OF WEST PARK

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

18 day of NOVEMBER, 2020

By:   
\_\_\_\_\_  
City Clerk (SEAL)

By:   
\_\_\_\_\_  
City Manager

20<sup>th</sup> day of NOVEMBER, 2020

(RESOLUTION 2020-116)

I HEREBY CERTIFY that I have approved this Second Amendment as to form and legal sufficiency subject to execution by the parties:

By:   
\_\_\_\_\_  
City Attorney