

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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115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF OAKLAND PARK, AND THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY FOR OAKLAND PARK SQUARE REDEVELOPMENT 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 Oakland Park, a municipal corporation existing under the laws of the State of Florida ("City"), and the Oakland Park Community Redevelopment Agency, a public body corporate and politic, or its successor ("CRA"). The City and CRA together shall be referred to as "City/CRA," and the County, City, and CRA shall collectively be known as the "Parties."

RECITALS:

A. The Parties entered into that certain Interlocal Agreement among Broward County, the City of Oakland Park, and the Oakland Park Community Redevelopment Agency for Oakland Park Square Redevelopment Project, executed on May 23, 2019 ("Effective Date"), and recorded by the County on June 5, 2019, at Instrument #115848670, ("Agreement"). The Agreement provides funding for the Sky Building Project (f/k/a the Oakland Park Square Redevelopment Project) ("Project").

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 4.1 of the Agreement states that term of the Agreement be for a period of ten (10) years from the Effective Date of the Agreement.

D. Paragraph 1.1 of Exhibit A of the Agreement provides for certain milestones that must be completed within six (6) years after the Effective Date of the Agreement.

E. Paragraph 1.2 of Exhibit A of the Agreement states that no funds will be transferred to either the City or CRA if the City or CRA fail to meet the milestones identified in Paragraph 1.1 of Exhibit A of the Agreement within six (6) years after the Effective Date of the Agreement.

F. On May 31, 2024, the City notified County in writing that COVID-19, rising construction costs, increased rates for financing, and supply chain challenges have all negatively impacted the Sky Building Project and formally requested an extension to the agreement until September 30, 2032.

G. City has also requested an extension of Paragraph 4.1 of the Agreement and Paragraphs 1.1 and 1.2 of Exhibit A the Agreement.

H. The Parties agree that it is in the best interests of the Parties to amend the Agreement to memorialize the foregoing.

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. Paragraph 4.1 of the Agreement is hereby amended as follows:

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"); and continues through September 30, 2032. ~~The term of the Agreement shall be for a period of ten (10) years from the Effective Date (the "Initial Term"), unless otherwise terminated or extended as provided in this Agreement.~~

3. Paragraph 1.1 of Exhibit A of the Agreement is hereby amended as follows:

1.1 The total maximum financial contribution of County for the Project shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000.00).

No County transfer of funds shall be made until Project completion and proper documentation of the same is reviewed by County and found sufficient by County. The milestone for this Project is that the City/CRA must complete construction of the Project and submit the following documentation to the County no later than ~~six (6)~~ nine (9) years after the Effective Date of this Agreement:

...

4. Paragraph 1.2 of Exhibit A of the Agreement is hereby amended as follows:

1.2 City/CRA agrees that should the Project not meet the milestone within ~~six (6)~~ nine (9) years after the Effective Date of this Agreement, no funds will be transferred by County:

5. Except as amended herein, all of the terms, conditions, and provisions of the Agreement shall remain in full force and effect.

6. 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 the other.

7. Individuals executing this First Amendment represent and warrant 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.

8. 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.

9. This First Amendment shall be recorded in the Official Records of Broward County in accordance with the Florida Interlocal Cooperation Act of 1969.

10. The City and CRA acknowledge that, through the date hereof, neither the City nor the CRA have a claim against County with respect to any of the matters covered by the Agreement, as amended.

11. 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 ____ day of _____, 2024, City of Oakland Park, signing by and through its _____, duly authorized to execute same, and the Oakland Park Community Redevelopment Agency, 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

ALEXIS MARRERO-KORATICH
By _____
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

Digitally signed by ALEXIS
MARRERO-KORATICH
Date: 2024.07.18 09:27:28
-04'00'

MAITE AZCOITIA
By _____
Maite Azcoitia (Date)
Deputy County Attorney

Digitally signed by MAITE
AZCOITIA
Date: 2024.07.18
09:34:25 -04'00'

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City

ATTEST:



City Clerk

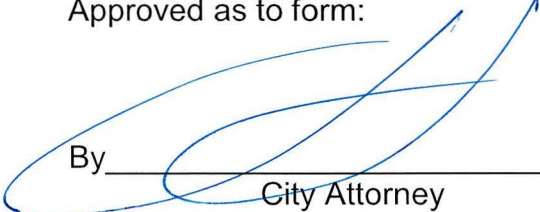
City of Oakland Park

By 

David Hebert City Manager

17 day of July, 2024

Approved as to form:


By _____
City Attorney

17 day of July, 2024

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CRA

Witness:

Oakland Park Community
Redevelopment Agency

Michelle V. Fletcher

By [Signature]

Print Name: Michelle V. Fletcher

17 day of July, 2024

[Signature]

Print Name: Ji'Anal D. McAden

Attest:

[Signature]
CRA Clerk

APPROVED AS TO FORM:

[Signature]
CRA Attorney