

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND THE
RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (the "Amendment"), made and entered into as of the ____ day of _____, 2025 (hereinafter, the "Effective Date") by and between the **CITY OF PORT ST. LUCIE**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "City") and the **RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "CDD") by and through their authorized representatives (hereinafter collectively referred to as "the Parties").

WHEREAS, pursuant to a Contract - Construction of Required Improvements, dated April 30, 2018 (the "Completion Contract"), between the City and River Place Builders, LLC (the "Developer"), the Developer provided an Irrevocable Letter of Credit #2018-08 (the "LOC") to the City as a surety for infrastructure associated with the River Place on the St. Lucie No. 10 1st Replat, as recorded in Plat Book 77, Pages 1 through 3, of the Public Records of St. Lucie County, Florida (the "Plat"); and

WHEREAS, the Developer failed to complete pavement repair, final pavement, and striping ("Remaining Improvements") as required by the Completion Contract and in accordance with those construction plans prepared by Stephen Cooper P.E. & Associates, Inc. that are on file with the City Engineer under Project #P17-225; and

WHEREAS, the City and the CDD entered into an Interlocal Agreement, dated March 14, 2025, providing that the CDD would facilitate the completion of the Remaining Improvements (as defined therein) using the draw down obtained by the City in the amount of \$89,950.00 on the credit line of the LOC based on the contractor's estimate (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the contractor retained by the CDD constructed the Remaining Improvements, but the final cost to complete the Remaining Improvements exceeded the previous estimate by \$14,145.00, as evidenced by the Change Order attached hereto and made a part hereof as Exhibit A (the "Change Order"); and

WHEREAS, the City, pursuant to Resolution 25-R77 adopted by the City Council of the City, requested and obtained a supplemental draw down from the LOC to cover this additional cost to complete the Remaining Improvements; and

WHEREAS, the City and the CDD wish to enter into this Amendment pursuant to Section 163.01, Florida Statutes, in which the City agrees to provide the supplemental draw down funds to the CDD to cover the costs incurred by the CDD to complete the Remaining Improvements.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. The recitals set forth about are true and correct and are hereby incorporated herein by reference. to add the following:

SECTION 2. Section 3 of the Agreement, entitled "CITY'S OBLIGATIONS" is hereby amended to add the following:

The City further drew down on the LOC to facilitate the increased costs incurred by the CDD to construct the Remaining Improvements and anticipates receiving an additional received \$14,145.00 ("Additional Released Funds") from the Surety. The City agrees, subject to the terms of this Agreement, as amended, to provide the Additional Released Funds to the CDD in the form of a check made payable to the "River Place on the St. Lucie CDD" within thirty (30) business days of receipt of the Additional Released Funds.

SECTION 3. Section 4 of the Agreement, entitled "CDD'S OBLIGATIONS" is hereby deleted and replaced with the following:

Upon receipt of the Released Funds, the CDD shall use such Released Funds to complete the Remaining Improvements within one hundred twenty (120) days of its receipt thereof. This time period may be extended for no more than an additional sixty (60) days upon the CDD's notice to the City of the need for an extension.

The CDD acknowledges and confirms that the Additional Released Funds will, upon receipt from the City, be utilized to reimburse the CDD for costs incurred and payments made by the CDD pursuant to the Change Order, to complete the Remaining Improvements and such funds will be restricted to said use.

CDD acknowledges that there are no remaining monies from the Released Funds and Additional Released Funds after completion and reimbursement to the CDD, with all such Released Funds and Additional Released Funds having been dedicated by the CDD to complete the Remaining Improvements. By signing this Agreement, the CDD acknowledges that the Remaining Improvements have been completed and consents to cancellation of the LOC and release of funds restricted by the LOC above and beyond the Released Funds and Additional Released Funds.

SECTION 4. Section 5 of the Agreement, entitled "EVENTS OF DEFAULT" is hereby deleted and replaced with the following:

The City shall be in default of this Agreement if it fails to timely make its payment to the CDD of the Released Funds or Additional Released Funds. The CDD shall be in default of this Agreement if it fails to use the Released Funds or Additional Released Funds as required and return the Remaining Available Funds, if any, as

described herein. Each party shall provide the other party with a notice of default and provide thirty (30) days to cure, prior to seeking legal remedies for default.

SECTION 5. The City hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Amendment. The CDD hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Amendment.

SECTION 6. This Amendment shall be filed by the City with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

SECTION 7. This Amendment shall be deemed effective as of the date the last party hereto signs it (the "Effective Date"). This Amendment must be fully executed prior to recordation.

SECTION 8. In all other respects the Agreement, and all prior amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the CITY OF PORT ST. LUCIE and the RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT have caused these present to be executed in their respective names by the proper officials the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

ATTEST:

Sally Walsh, City Clerk

Shannon Martin, Mayor

_____, 2025

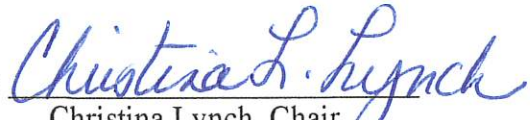
APPROVED AS TO FORM:

Richard Berrios, City Attorney

**RIVER PLACE ON THE ST. LUCIE
COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

By: 
Andressa Philippi
Assistant Secretary

By: 
Christina Lynch, Chair
Board of Supervisors

11/20, 2025

Exhibit A
Change Order



Matt Hans
Governmental Management Services South of Florida
5385 North Nob Hill Road
Sunrise, FL 33351
mhans@gmssf.com
954-512-9580

PROJECT INFORMATION

Port Saint Lucie
NE Turtle Back Trl
Port Saint Lucie, FL 34983

CHANGE ORDER REQUEST

Date: 07 / 08 / 2025
Job Number: 10-017629
Change Order # 001

SCOPE OF WORK

1. 69 tons of additional asphalt needed to complete the paving.

Change Order Amount \$ 14,145.00

The dollar amount listed above is to be added to the original contract amount. This revision becomes part of, and in conformance with, the existing contract. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

ACCEPTANCE OF CHANGE ORDER REQUEST:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance with the contract. All Prices quoted are valid for 30 days from the date of this change order request.

Customer to sign here in acceptance
of the above change order details

☐ Select if Billing Information is different from above



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