

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKE WORTH BEACH AND THE
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
REGARDING FORECLOSURE OF PROPERTIES**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING FORECLOSURE OF PROPERTIES (“First Amendment”) is made this ____ day of _____, 2025, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation, (“**CITY**”), and the **LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (“**LWBCRA**”).

W I T N E S S E T H:

WHEREAS, the LWBCRA and the CITY entered into an Interlocal Agreement dated October 30, 2018, to provide for assignment of foreclosure rights from the CITY to the LWBCRA for properties within the LWBCRA Community Redevelopment Area (“Agreement”); and

WHEREAS, the LWBCRA has an adopted Community Redevelopment Plan and has identified that not every property that the CITY is able to foreclose on within the LWBCRA Community Redevelopment Area is supported for foreclosure and redevelopment under the LWBCRA Community Redevelopment Plan; and

WHEREAS, the CITY desires the ability to foreclose on properties within the LWBCRA Community Redevelopment Area when the LWBCRA does not; and

WHEREAS, the LWBCRA and the CITY desire to amend the Agreement to address foreclosure rights when the LWBCRA is not interested in pursuing foreclosure and receipt of the property by the LWBCRA upon successful foreclosure by the LWBCRA; and

WHEREAS, this First Amendment serves both a municipal and public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein by reference.
2. Paragraph 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Terms and Conditions.

- A. When the CITY identifies a property within the LWBCRA Community Redevelopment Area that may be foreclosed or when the LWBCRA identifies a property within the LWBCRA Community Redevelopment Area that the LWBCRA would like to obtain and is subject to a CITY lien that may be foreclosed; the interested party shall notify the other party.
- B. Regardless of which party initiates the notification, if the LWBCRA is interested in foreclosing on the property solely for the purpose of acquiring

the property for redevelopment, the LWBCRA shall, within thirty (30) days after the notification is received, send the CITY an executed "Request for and Assignment of Foreclosure Rights" in the form attached hereto as Exhibit "A" and the CITY will execute the assignment of foreclosure rights, when so requested. Failure by the LWBCRA to send an executed "Request for and Assignment of Foreclosure Rights" within thirty (30) days of the receipt of the notification sent pursuant to Paragraph 3.A shall constitute a waiver of any rights LWBCRA may otherwise have under this Agreement to seek an assignment of the CITY's foreclosure rights in the identified property and pursue foreclosure.

C. When the CITY has executed an assignment of foreclosure rights, the following shall apply:

- (1) Prior to filing any action to foreclose on a lien, the LWBCRA shall ensure that an authorization for foreclosure has been obtained from the CITY's Special Magistrate, pursuant to Section 2-69(d) of the CITY's Code of Ordinances; and shall be responsible for obtaining such authorization if it has not already been granted.
- (2) The LWBCRA shall be responsible for all fees and costs incurred in the preparation, filing, and pursuit of foreclosure, including, but not limited to, title searches, appraisals, filing fees, court costs, and attorney's fees.
- (3) Should the LWBCRA enter into a settlement agreement with the property owner after initiating the foreclosure action and such settlement results in monies being paid to the LWBCRA, the LWBCRA shall pay the proceeds to the CITY, less the fees and costs incurred by the LWBCRA as provided for herein. Along with such payment to the CITY, the LWBCRA will provide detailed invoices and/or receipts of the fees and costs incurred. Payment will be made to the CITY within thirty (30) days after the LWBCRA receives payment of the funds from the property owner or other party under the settlement agreement.
- (4) The LWBCRA, not the CITY, shall have the right and opportunity to bid at foreclosure sale to obtain title to the property.
- (5) The CITY shall be entitled to receive any surplus funds available from the foreclosure sale, less the fees incurred by the LWBCRA, as provided for herein.

3. The CITY hereby designates the City Manager to execute any assignment of foreclosure rights consistent with this Agreement. The LWBCRA hereby designates the LWBCRA Executive Director to execute any Request for and Assignment of Foreclosure Rights consistent with this Agreement.

4. Unless otherwise stated, the terms and conditions of the Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Melissa Ann Coyne, MMC,
City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Joan Oliva, Executive Director

Carla Blockson, Chair

Dated this ____ day of _____, 2025

**EXHIBIT “A”
REQUEST FOR AND ASSIGNMENT OF FORECLOSURE RIGHTS**

REQUEST

Property Address: _____

PCN: _____

Property Owner: _____

City Case No.: _____

The Lake Worth Beach Community Redevelopment Agency (LWBCRA) is interested in foreclosing City of Lake Worth Beach’s (CITY) lien(s) on the property identified above (Property). The LWBCRA hereby requests that the CITY assign to the LWBCRA any and all foreclosure rights the CITY may have to the Property. This request and the purpose for the foreclosure are consistent with the Interlocal Agreement between the LWBCRA and the CITY dated October 30, 2018, as amended by the First Amendment dated _____.

Joan Oliva, Executive Director

Date

ASSIGNMENT OF FORECLOSURE RIGHTS

The CITY hereby assigns to the LWBCRA any and all rights to foreclosure it has on the Property.

Jamie Brown, Interim City Manager

Date