

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE,
AND THE CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
REGARDING EXTENSION TO COMPLETE PROJECTS CURRENTLY IN PROGRESS**

This Interlocal Agreement ("Agreement") is entered into by and among Broward County, a political subdivision of the State of Florida (the "County"), the City of Fort Lauderdale, a Florida municipal corporation (the "City"), and the City of Fort Lauderdale Community Redevelopment Agency (the "CRA") (collectively, the County, the City, and the CRA are the "Parties").

RECITALS

A. On April 11, 1989, through County Resolution No. 89-1132, the County delegated certain powers to the City, and on April 18, 1989, through City Resolution No. 89-88, the CRA was created pursuant to the provisions of Chapter 163, Florida Statutes.

B. On April 18, 1989, the City declared as blighted a certain area in the central beach area, which area is known as the Central Beach Community Redevelopment Area ("Beach Area").

C. On November 21, 1989, the City approved the Fort Lauderdale Beach Community Redevelopment Plan ("Beach Plan") for the Beach Area.

D. The Beach Area currently consists of approximately 121 acres and receives funding from four taxing authorities: the County, the City, the North Broward Hospital District ("Hospital District"), and the Children's Services Council of Broward County ("CSC").

E. The term of the Beach Area is scheduled to end on September 30, 2020.

F. Pursuant to Section 163.362(10), Florida Statutes, the Beach Plan provides a time certain date of completion of September 30, 2020, for all redevelopment financed by tax increment revenues.

G. The CRA recommends that the City amend the Beach Plan pursuant to Section 163.361, Florida Statutes, and the County desires to approve such amendment, granting additional time for the Beach Area to complete certain CRA-funded public improvement projects within the Beach Area that are currently in progress but may not be completed before the end of the Beach Area term and the time certain date of September 30, 2020.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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ARTICLE 1. DEFINITIONS

- 1.1 Beach Area Extension Period. The period of up to three (3) years from October 1, 2020, through and including September 30, 2023, or such earlier termination date as approved by the City.
- 1.2 Beach Area Projects. The projects described in Exhibit 1 attached to this Agreement, as may be amended from time to time upon written approval of both the County Contract Administrator and the CRA Executive Director.
- 1.3 Effective Date. The date on which this Agreement is executed by the last of the Parties executing this Agreement.
- 1.4 Taxing Authorities. The County, the City, the Hospital District, and the CSC.
- 1.5 TIF Obligation(s). Any and all amounts that the applicable Taxing Authority would be obligated to pay to the redevelopment trust fund for the applicable area of the CRA pursuant to Section 163.387, Florida Statutes, or pursuant to any applicable interlocal agreement requiring payment by a Taxing Authority to the CRA.

ARTICLE 2. TERMS AND CONDITIONS

- 2.1 The Parties stipulate that this Agreement governs the obligations of all Taxing Authorities relating to TIF Obligations to the Beach Area from the Effective Date until the conclusion of all TIF Obligations to the Beach Area.
- 2.2 Beach Area Term Extension. By execution of this Agreement, the County expressly authorizes the City and the CRA to extend the term of the Beach Area of the CRA on a non-TIF basis (except that it may be on a TIF basis for the City, if so elected by the City) for the Beach Area Extension Period in accordance with the terms of this Agreement for the purpose of completing the Beach Area Projects. Within sixty (60) days after the Effective Date of this Agreement, the City and the CRA will approve an amendment to the Beach Plan that expressly incorporates the terms of this Agreement, extends the duration of the Beach Area for the Beach Area Extension Period as stated herein, expressly states that the Taxing Authorities (other than the City, if the City elects to continue the City's TIF Obligations) shall have no TIF Obligations for the Beach Area after December 31, 2019, and expressly requires that the Beach Area terminate on or before the conclusion of the Beach Area Extension Period.
- 2.3 Beach Area TIF Obligations. The TIF Obligations of the Taxing Authorities to the Beach Area shall continue in accordance with Section 163.187, Florida Statutes, until December 31, 2019. No Taxing Authority (other than the City, if the City elects to continue the City's TIF Obligations) shall have any TIF Obligation to the Beach Area after December 31, 2019. The Beach Area shall strictly comply with the provisions of Section 163.387, Florida Statutes, with respect to all monies received pursuant to the TIF Obligations of the Taxing Authorities.

2.4 Additional Remaining Balances. Nothing in this Agreement alleviates the obligations of the CRA, in accordance with Section 163.387, Florida Statutes, to refund to the Taxing Authorities any additional monies remaining in the CRA's redevelopment trust fund on the last day of the applicable fiscal year that were not (i) appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan or (ii) pledged or used to reduce the indebtedness to which tax increment revenues are pledged.

2.5 Compliance with Redevelopment Act of 1969. The Parties agree and stipulate that the provisions of this Agreement are in accord with and constitute full satisfaction of the Parties' TIF payment obligations for the Beach Area, under the Redevelopment Act of 1969 (the "Act"), Section 163.330, et seq., Florida Statutes. The Parties agree and stipulate that this Agreement constitutes an interlocal agreement containing alternate provisions between the Taxing Authorities and the governing body that created the CRA, and therefore supersedes the Act and the provisions of Section 163.387, Florida Statutes. Notwithstanding any contrary provision in the Act, including, without limitation, Section 163.387(3)(a), Florida Statutes, the Taxing Authorities shall have no financial obligation to the CRA except as expressly stated herein, and in the event the City or the CRA undertakes or obligates any loan, advance, bond, or other indebtedness, the City and the CRA shall be solely responsible for any such loan, advance, indebtedness, bond, and any associated fees or interest, and any such loan, advance, bond, or other indebtedness shall have no effect and impose no obligation upon the other Taxing Authorities. In the event any court or governmental body determines that the provisions of this Agreement are not in compliance with the Act or that any provision of this Agreement is invalid or unenforceable, or to the extent otherwise necessary to effectuate the purposes of this Agreement, then the Agreement shall be construed and reformed to the extent necessary to meet the intent of the Parties as stated herein.

2.6 Broward County Administrative Code Application. The Parties agree and stipulate that Broward County Administrative Code Section 18.87 is binding on the City and the CRA, and that prior written approval of the County is required for any modification of a redevelopment plan where such modification involves a boundary change, extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment.

2.7 No Extensions or Expansions. The Parties agree and stipulate that, except to the extent expressly authorized in this Agreement, there shall be no extension to the duration or boundaries of the CRA (or of any area within the CRA) without the prior written approval of the County Commission. Nothing in this Agreement modifies the duration of any area of the CRA other than the Beach Area, and nothing in this Agreement modifies the boundaries of any area of the CRA.

ARTICLE 3. MISCELLANEOUS

3.1 Effective Date; Time is of the Essence. The Agreement shall become effective as of the Effective Date. Time is of the essence for all performance required under this Agreement.

3.2 Termination; Breach; Challenge. This Agreement may not be terminated for cause or for convenience. The sole and exclusive remedies for any breach of this Agreement shall be specific performance or injunctive relief. In the event of a breach of this Agreement, the Parties agree and stipulate that the Agreement shall continue in full force and effect as to the other Parties, and further agree and stipulate that the nonbreaching Party or Parties are entitled, at their election, to specific enforcement of the terms of this Agreement, and the Parties expressly agree and stipulate that the Agreement is valid and enforceable, fair and just in all its terms, and that damages resulting from a breach of this Agreement are sufficiently uncertain and indefinite that specific performance is an appropriate equitable remedy. In the event of an action by the City or the CRA for nonpayment against a Taxing Authority, the other Taxing Authorities shall provide any cooperation reasonably requested, but in no event shall any Taxing Authority be responsible for any payment obligation in excess of the payment obligations stated for that Taxing Authority under this Agreement or for a payment obligation owed by any other Taxing Authority.

3.3 Third-Party Beneficiaries. The Parties expressly agree and stipulate that there are no third-party beneficiaries to this Agreement other than the Hospital District and the CSC. The approval or execution of this Agreement by the Hospital District or the CSC is not required for its validity, but to the extent the Hospital District or the CSC executes this Agreement prior to thirty (30) days after the Effective Date, such execution shall entitle that entity to enforce the provisions of this Agreement as applicable to that entity to the full extent permitted under applicable law.

3.4 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Administrator
Attn: Bertha Henry
115 S. Andrews Ave., Suite 409
Fort Lauderdale, Florida 33301
E-mail address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY:

City of Fort Lauderdale
Attn: City Manager, Chris Lagerbloom
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail address: clagerbloom@fortlauderdale.gov

NOTICE TO CRA:

Fort Lauderdale Community Redevelopment Agency
Attn: Community Redevelopment Agency Manager, Donald Morris
914 Sistrunk Blvd., Suite 200
Fort Lauderdale, Florida 33311
E-mail address: dmorris@fortlauderdale.gov

3.5 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

3.6 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

3.7 Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

3.8 Amendments. Except as otherwise expressly stated herein, no modification or amendment to this Agreement shall be effective unless it is in writing and executed by the governing bodies of each party.

3.9 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.10 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.11 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County, the City, or the CRA to the extent sovereign immunity may be applicable.

3.12 Counterparts. This Agreement 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 agreement.

3.13 Successors and Assigns. This Agreement is binding on each party's successors and assigns.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 10 day of December, 2019, the CITY OF FORT LAUDERDALE, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same, and the CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, signing by and through its Chairperson, duly authorized to execute same.

COUNTY

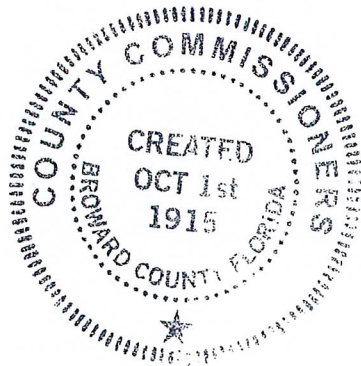
ATTEST:

[Signature]
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: [Signature]
MAYOR
18th day of DECEMBER, 2019

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



By: [Signature] 12/9/19
Maite Azcoitia (Date)
Deputy County Attorney

By: [Signature] 12/9/19
Kristin M. Carter (Date)
Assistant County Attorney

KMC
2019-11-07 Fort Lauderdale CRA Interlocal Agreement
11/07/19
#452370.14

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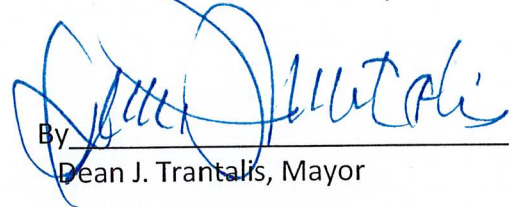
CITY

ATTEST



Jeffrey A. Modarelli, City Clerk

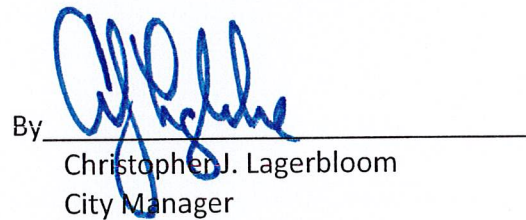
CITY OF FORT LAUDERDALE



By _____
Dean J. Trantalis, Mayor

9 day of September, 2019

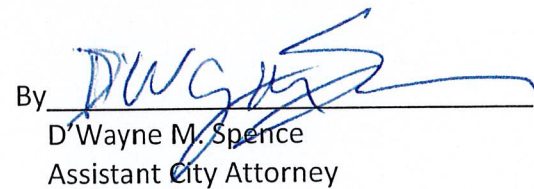
(CORPORATE SEAL)



By _____
Christopher J. Lagerbloom
City Manager

6th day of December, 2019

APPROVED AS TO FORM:
Alain E. Boileau, City Attorney

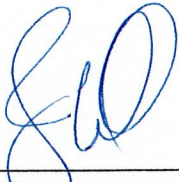


By _____
D'Wayne M. Spence
Assistant City Attorney

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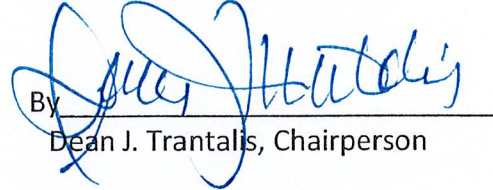
CRA

ATTEST:



Jeffrey A. Modarelli, Secretary

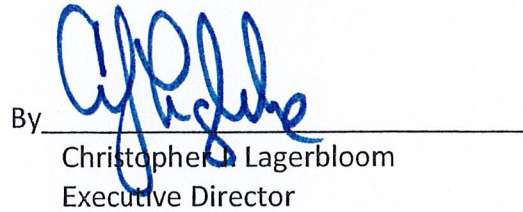
FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

By 

Dean J. Trantalis, Chairperson

9 day of September, 2019

(CORPORATE SEAL)

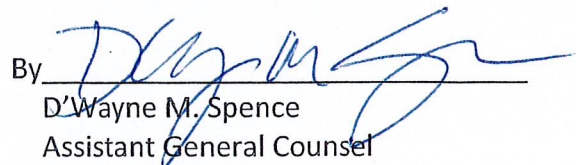
By 

Christopher Lagerbloom
Executive Director

6th day of December, 2019

APPROVED AS TO FORM:

Alain E. Boileau, General Counsel

By 

D'Wayne M. Spence
Assistant General Counsel

EXHIBIT 1

1. The State Road A1A Streetscape Improvement Project is an \$8.1 million project (\$6.55 million from the CRA and \$1.55 million from the Florida Department of Transportation) that includes installing new turtle-compliant pedestrian street lights on the west side of State Road A1A (SR A1A), new traffic-related safety bollards, and new decorative concrete on the east side of SR A1A at the intersection of SR A1A and Las Olas Boulevard.
2. The Renovation of the Fort Lauderdale Aquatics Center is a \$42 million project that replaces the competition swimming pool, divewell, diving platform, and bleachers to bring the facility into compliance with national and international swimming and diving competition standards.