

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE,
AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (CRA)
REGARDING THE EXTENSION OF THE NW-PROGRESSO REDEVELOPMENT AREA**

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 Fort Lauderdale Community Redevelopment Agency, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (the “CRA”) (collectively, the County, the City, and the CRA are the “Parties”).

RECITALS

A. In 1989, through County Resolution No. 89-1132, the County delegated certain powers to the City to create a community redevelopment agency. The City subsequently took the necessary steps to establish a community redevelopment agency for the Central Beach community redevelopment area. Subsequently, the City sought to establish a community redevelopment area known as the Northwest-Progresso-Flagler Heights Community Redevelopment Area (“NW-Progresso Redevelopment Area”). In 1995, through City Resolution No. 95-86, the City made the required findings regarding slum and blight to establish the CRA for the NW-Progresso Redevelopment Area, and pursuant to City Ordinance No. 95-67, established the required redevelopment trust fund. On November 28, 1995, the County approved the proposed redevelopment plan for the NW-Progresso Redevelopment Area. The NW-Progresso Redevelopment Area currently consists of approximately 1,298 acres.

B. The CRA for the NW-Progresso Redevelopment Area receives funding from four taxing authorities: the County, the City, the North Broward Hospital District (“North Hospital District”), and the Children’s Services Council of Broward County (“CSC”). Pursuant to the requirements of Section 163.387, Florida Statutes, and unless otherwise agreed by the relevant entities, the taxing authorities are generally required to fund the CRA annually in the amount of 95% of the difference between the current ad valorem tax revenue for the redevelopment area and the ad valorem tax revenue for the redevelopment area at the time of the enactment of the ordinance providing for the funding of the redevelopment trust fund.

C. The CRA for the NW-Progresso Redevelopment Area is currently scheduled to expire on November 7, 2025, pursuant to the provisions of its redevelopment plan and applicable law, including Section 163.3755(1), Florida Statutes. The County and the City seek to support affordable housing and continued economic development in the City at large, as well as within the NW-Progresso Redevelopment Area, and therefore agree to a ten-year extension of the CRA for the NW-Progresso Redevelopment Area through and including November 7, 2035, solely on a non-TIF basis for all taxing authorities other than the City.

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

ARTICLE 1. DEFINITIONS

- 1.1 CRA Termination Date. On or before November 7, 2035.
- 1.2 CRA Extension Period. The period of ten (10) years from November 7, 2025, through and including the CRA Termination Date.
- 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 North 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 district of the CRA pursuant to Section 163.387, Florida Statutes.

ARTICLE 2. TERMS AND CONDITIONS

- 2.1 The Parties stipulate that this Agreement governs the rights and obligations of all Taxing Authorities relating to TIF Obligations to the CRA.
- 2.2 Extension of the CRA. By execution of this Agreement, the County expressly authorizes the City and the CRA to extend the CRA, solely as to the NW-Progresso Redevelopment Area, and solely on a non-TIF basis only (except for the City which may, if it wishes, extend the City's TIF obligations to the CRA), for the CRA Extension Period in accordance with the terms of this Agreement. Within one hundred and eighty (180) days after the Effective Date of this Agreement, the City and the CRA will approve an amendment to the CRA Redevelopment Plan that expressly incorporates the terms of this Agreement, extends the duration of the NW-Progresso Redevelopment Area of the CRA for the CRA Extension Period, 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 after November 7, 2025, and expressly requires that the CRA terminate on or before the CRA Termination Date. The City and the CRA shall take any and all action necessary to effectuate the timely termination of the CRA. Nothing herein is intended to restrict or impact the Central City Redevelopment Area, which is funded by City-only TIF revenue and for which no other Taxing Authority has any TIF Obligations.
- 2.3 TIF Obligations. The TIF Obligations of the Taxing Authorities shall continue in accordance with Section 163.387, Florida Statutes, until September 30, 2027. 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 CRA after November 7, 2025 (i.e., the final TIF obligation was previously paid on or before January 1, 2025). This Agreement does not require, limit, or impact any agreement between the City and the CRA regarding the TIF obligations of the City. The CRA 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 End of TIF Obligations. The Parties agree and stipulate that, except to the extent expressly authorized in this Agreement, there shall be no extension to the duration of the CRA nor expansion of the boundaries of the CRA without the prior written approval of the County Commission, that all TIF Obligations of any Taxing Authority to the CRA have been fully paid, and the Taxing Authorities (except for the City, if it elects to continue TIF Obligations) have no further TIF Obligation to the CRA whatsoever for this fiscal year or any fiscal year in the future.

2.5 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 trust fund on the last day of the fiscal year that were not (i) properly appropriated to a specific project pursuant to an approved community redevelopment plan, or (ii) pledged or used to reduce the indebtedness to which tax increment revenues are pledged. Except as expressly stated herein, nothing in this Agreement is intended to modify any obligation of the Taxing Authorities or the CRA that may otherwise exist under applicable law.

2.6 Use of CRA Assets During CRA Extension Period. For the remaining duration of the CRA, funds and assets of the CRA with respect to the NW-Progresso Redevelopment Area, including without limitation all monies in the redevelopment trust fund for the NW-Progresso Redevelopment Area, shall be used only (a) to complete the NW-Progresso Redevelopment Area community redevelopment activities, undertakings, or projects in accordance with the CRA redevelopment plan for the NW-Progresso Redevelopment Area, dated March 15, 2016, or amendment thereto that has been approved by the County Commission or County Administrator ("Approved CRA Plan"), or (b) to refund the Taxing Authorities pursuant to Section 2.7 and in accordance with Section 163.387(7)(a), Florida Statutes.

2.7 CRA Termination; Allocation of CRA Assets. On or before the last day of the CRA Extension Period, the CRA must terminate. After disbursements and obligations that accrued in the ordinary course of business and operations prior to the last day of the Extension Period have been fully paid, the City and the CRA shall distribute all remaining funds and assets of the CRA as follows:

(a) All remaining balances in the CRA's redevelopment trust fund shall be distributed to the Taxing Authorities in the proportion that the amount of the payment by such Taxing Authority for the last year in which all Taxing Authorities paid TIF Obligations for the NW-Progresso Redevelopment Area (i.e., on or about January 1, 2025) bears to the total amount of TIF Obligations paid into the trust fund by Taxing Authorities that year. These refunds to the Taxing Authorities must be completed no later than June 1, 2036, and must be accompanied by documentation substantiating the total balance to be refunded and the proportional allocation among the Taxing Authorities;

(b) Each article of personal property with a reasonable market value of less than \$5,000 shall be transferred to the City at no cost with no obligation to reimburse or distribute to the Taxing Authorities. Each article of personal property with a reasonable market value of \$5,000 or more shall be liquidated or transferred to the City at fair market value with the net proceeds

thereof (defined as gross proceeds minus reasonable disposition fees customary for such transactions) ("Net Proceeds") distributed per Section 2.7(a) above;

(c) All real property interests or assets of the CRA or acquired with funds attributable to the CRA shall be allocated as follows, and the City and the CRA shall take all necessary actions to timely effectuate the following:

(1) Real property interests and assets that all Parties to this Agreement, acting through the CRA Executive Director, City Manager, and County Administrator, or their respective written designees, agree in writing by December 31, 2035, constitute "Purposed Assets," namely either that the real property interests were acquired for the purpose of, and the current use thereof is consistent with, a specific project or strategy stated in the CRA's redevelopment plan, dated March 16, 2016, or any subsequent version approved by the County Commission or County Administrator, or that the specific project or use of the interests and assets is expressly approved in writing on a case-by-case basis by the County Administrator and the City Manager (collectively, the "Stated Purpose"), shall be at the CRA's election either (a) sold or disposed of pursuant to Section 2.7(c)(2) herein; or (b) transferred to the City subject to legally imposed limitations on permitted uses, which for real property interests shall include recorded restrictive covenants, such that the Purposed Assets are used by the City solely to accomplish the applicable Stated Purpose; if any such Purposed Asset is not consistently and regularly utilized for that Stated Purpose, then the Purposed Asset shall be distributed per Section 2.7(b)(2) below, unless the County Administrator specifically approves in writing a modified utilization of the Purposed Asset at issue in which event such modified purpose shall be deemed the Stated Purpose for purposes of this Agreement; and

(2) all other real property interests or assets shall be sold or otherwise disposed of at fair market value and the Net Proceeds thereof distributed to the Taxing Authorities in the proportion indicated in Section 2.7(a) above; all such transactions and distributions shall be completed no later than June 1, 2036, as such time may be extended in writing with the written approval of the County Administrator for any specific interest or asset.

(d) Any other assets or funds of the CRA not addressed in Sections 2.7(a) through (c) above shall be liquidated at fair market value and the Net Proceeds allocated to the Taxing Authorities in the proportion indicated in Section 2.7(a) above, unless the County Administrator otherwise approves in writing.

The City and the CRA shall take all necessary actions to ensure the requirements of this Section 2.7 are timely completed. To avoid any ambiguity, the obligations of this Section 2.7 relate to all funds and assets of the CRA as of the CRA Termination Date, including without limitation the NW-Progresso Redevelopment Area, but excluding funds or assets that are derived solely from, or real property assets located solely within, the Central City Redevelopment Area.

2.8 Broward County Administrative Code Application. The Parties agree and stipulate that at least as of January 14, 2014 (which is the adoption date of Broward County Resolution

No. 2014-025), Broward County Administrative Code Section 18.87 is binding on the City and the CRA and 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. In no event shall the City or the CRA extend the duration of the CRA beyond the CRA Termination Date without formal written approval by the County Commission.

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 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129, Florida Statutes.

3.3 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.

3.4 Third-Party Beneficiaries. The Parties expressly agree and stipulate that there are no third-party beneficiaries to this Agreement other than the Taxing Authorities.

3.5 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 Monica Cepero
115 S. Andrews Ave., Suite 409, Fort Lauderdale, Florida 33301
E-mail address: MCepero@broward.org (with copy to AMeyers@broward.org)

NOTICE TO CITY:

Rickelle Williams, City Manager
City Manager's Office, City of Fort Lauderdale
101 NE 3rd Avenue, Suite 1430, Fort Lauderdale, Florida 33301
E-mail address: RickelleWilliams@Fortlauderdale.gov

NOTICE TO CRA:

Rickelle Williams, Executive Director
Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd., Suite 200, Fort Lauderdale, Florida 33311
E-mail address: RickelleWilliams@Fortlauderdale.gov

3.6 Joint Preparation; Headings and Interpretation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any Party. 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, 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 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. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO 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 duly authorized representatives of the County, the City, and the CRA.

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.

3.12 Counterparts. This Agreement 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.

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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 ____ day of _____, 20__; the City of Fort Lauderdale, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same; and the Fort Lauderdale Community Redevelopment Agency, signing by and through its Chair or Vice-Chair, 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

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

RDH
Fort Lauderdale CRA Interlocal Agreement
5/5/2025
#1164282.3

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF FORT LAUDERDALE,
AND THE FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (CRA)
REGARDING THE EXTENSION OF THE NW-PROGRESSO REDEVELOPMENT AREA**

CITY

**CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA**

ATTEST:

By: _____
Dean J. Trantalis, Mayor

David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon, Esq.
Assistant City Attorney

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AND THE CITY OF FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY (CRA)
REGARDING THE EXTENSION OF THE NW-PROGRESSO REDEVELOPMENT AREA**

CRA

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body corporate and
politic of the State of Florida created pursuant to
Part III, Chapter 163

ATTEST:

By: _____
Dean J. Trantalis, Chair

David R. Soloman, CRA Secretary

By: _____
Rickelle Williams, Executive Director

_____ day of _____, 2025

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal correctness:
D'Wayne M. Spence, Interim General Counsel

Lynn Solomon, Esq.
Assistant General Counsel