

INTERLOCAL AGREEMENT (AFFORDABLE HOUSING)

THIS INTERLOCAL AGREEMENT (AFFORDABLE HOUSING) (the “Agreement”) is made and entered into as of October 15, 2018, by and between the **CITY OF HALLANDALE BEACH**, a Florida municipal corporation (the “City”) and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “HBCRA,”) (the City and HBCRA are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

1. The Parties agree that efficiently developing, improving and maintaining affordable housing and facilities is vital to the City’s citizens’ quality of life.

2. The Parties agree that a lack of affordable housing as well as the existence of deteriorated affordable housing contributes to slum and blight as defined in Florida Statute Part III of Chapter 163, Florida Statutes.

3. An objective of the HBCRA Redevelopment Plan is to promote and enhance the City’s citizens’ quality of life by eliminating and preventing slum and blighted conditions in the Community Redevelopment Area through redevelopment activities and projects including developing, improving and maintaining affordable housing and facilities.

4. The Parties desire to enter into this Agreement with respect to development, improvement and maintenance of affordable housing and facilities by the HBCRA with Funds (as defined below) provided by the City to the HBCRA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the HBCRA agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” and Section 163.400, Florida Statutes, entitled “Cooperation by Public Bodies.”

Section 2. Intent. The intent of this Agreement is to provide the terms and conditions by which the HBCRA will develop, improve and maintain affordable housing and facilities with the Funds provided by the City to the HBCRA.

Section 3. Affordable Housing.

3.1 General. From time to time, the City receives funds through Development Agreement contributions or otherwise, which funds are required to be used for affordable housing and related improvements (collectively, the "Funds"). Following receipt and clearance of any Funds, the City agrees to transfer those Funds to the HBCRA and authorizes the HBCRA to use such Funds solely for the development, improvement and maintenance of affordable housing and facilities. The HBCRA agrees to use the Funds provided by the City solely for the development, improvement and maintenance of affordable housing and facilities in accordance with the HBCRA Redevelopment Plan and affordable housing policies, programs and procedures established by the HBCRA from time to time. Without limiting the foregoing, the Funds may be used for direct development of affordable housing and facilities by the HBCRA as well as for grants, loans and other types of financial assistance to both end users and developers.

3.2 Budgeting. The HBCRA agrees to budget and allocate the Funds received from the City in accordance applicable policies, processes and law. The City acknowledges that the HBCRA may not expend any or all the Funds transferred to the HBCRA in the fiscal year in which the Funds are transferred and agrees that such is acceptable provided the HBCRA complies with the requirements of the preceding sentence.

Section 4. Term; Termination.

4.1 Term. The term of this Agreement shall begin on October 1, 2018, and end on September 30, 2027.

4.2 Termination. Notwithstanding anything in the Agreement to the contrary, either party shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement by providing the other party with at least seven (7) days prior written notice thereof. Upon the date set forth in such termination notice, this Agreement shall be null and void; provided, however, that the HBCRA shall be entitled to retain any Funds received by the HBCRA prior to the date of such termination and use such Funds in accordance with the terms of this Agreement. The parties acknowledge and agree that the foregoing right of termination is not intended to shall it, prejudice, prevent or extinguish any rights or remedies, at law or in equity, of either party with respect to a breach of this Agreement prior to such termination including, but not limited to, any claims by (a) the HBCRA that the City failed to transfer any Funds and/or (b) the City that the HBCRA failed to use the Funds in accordance with the terms of this Agreement. Both parties acknowledge and agree that neither party shall be entitled to, and both parties waive, any claims for consequential or punitive damages.

Section 5. Records. City and HBCRA shall keep such records and accounts as may be necessary to support (a) the amount of Funds provided by the City the HBCRA and (b) the expenditure of such Funds by the HBCRA in accordance with this Agreement, including but not limited to records and documents pertaining to the

disbursements of any such Funds for grants, loans and other types of financial assistance to both end users and developers, as well as the selection of third party service providers for any direct development by the HBCRA. Such books and records will be available at all reasonable times for examination and audit by the City and HBCRA and shall be retained as provided by law or for no less than a period of six (6) years after the expiration of the term of this Agreement or the expiration of the term of an any renewal of this Agreement.

Section 6. Miscellaneous.

6.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof

6.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the HBCRA and approved by the City Commission and the HBCRA Board.

6.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

6.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

6.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party

of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

6.8 Independent Contractor. In performing its obligations hereunder, the each Party shall be deemed an independent contractor and not an agent or employee of the other Party.

6.9 Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the HBCRA or the City without the prior written consent of the other Party.

6.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

6.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

6.12 Prevailing Parties. If either Party is required to engage in litigation against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder including, but not limited to, all attorney's fees and court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder including any proceedings to enforce this provision.

Section 7. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

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IN WITNESS WHEREOF, the City and the HBCRA hereto have caused this Agreement to be executed as of the date first above written.

CITY:

HBCRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Nydia Rafols-Sallaberry
Interim City Manager

By: _____
Nydia Rafols-Sallaberry
Interim Executive Director

ATTEST:

ATTEST:

By: _____
Jenorgen Guillen
City Clerk

By: _____
Jenorgen Guillen
HBCRA Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal
sufficiency:

By: _____
Jennifer Merino, City Attorney

By: _____
Fox Rothschild LLP
HBCRA Attorney