

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (this "Agreement") is made and entered into as of July 27, 2020, by and between the **CITY OF HALLANDALE BEACH**, a Florida municipal corporation, 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. In 2015, the HBCRA issued the Hallandale Beach Community Redevelopment Agency Redevelopment Revenue Note, Series 2015 in the principal amount of \$15,400,000 (the "HBCRA Series 2015 Note").

2. In 2016, the City issued the City of Hallandale Beach, Florida Capital Improvement Refunding Revenue Bonds, Series 2016 in the principal amount of \$21,720,000 (the "City Series 2016 Bonds").

3. On the date hereof, the HBCRA issued the Hallandale Beach Community Redevelopment Agency Redevelopment Revenue Note, Series 2020 in the principal amount of \$20,000,000 (the "HBCRA Series 2020 Note").

4. On the date hereof, the HBCRA and the City entered into that certain Fifth Amendment to Interlocal Agreement (the "Fifth Amendment") relative to the implementation of capital improvements projects funded by the HBCRA Series 2015 Note.

5. The Parties desire to set forth certain rights and obligations relative to the HBCRA Series 2015 Note, the City Series 2016 Bonds, the HBCRA Series 2020 Note and the Fifth Amendment, as set forth herein.

**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; Authority; Conflicts.**

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."

1.3 **Conflicts.** In the event of any conflicts between the terms and conditions of this Agreement and the documents evidencing the HBCRA Series 2015 Note, the City Series 2016 Bonds, and the HBCRA Series 2020 Note or any other agreements between the City and HBCRA, the terms and conditions of the Fifth Amendment shall prevail and, if no conflict with the Fifth Amendment, then this Agreement shall prevail.

**Section 2. City Series 2016 Bonds.** The HBCRA hereby agrees to contribute to the City a portion of the remaining debt service payable under the City Series 2016 Bonds in accordance with the amortization schedule attached hereto as Exhibit “A” and by this reference made a part hereof (the “HBCRA Debt Service Payments”); provided, however, notwithstanding the foregoing, no assurance can be given by the HBCRA to the City that in the future (a) sufficient tax increment revenues will be generated in the HBCRA community redevelopment area to transfer to the City and be available for the HBCRA Debt Service Payments and/or (b) the City Commission acting in its capacity as the Board of Directors of the HBCRA will continue making appropriations of the HBCRA Debt Service Payments to the City of tax increment revenues as set forth in the amortization schedule.

**Section 3. Subordination of HBCRA Debt Service Payments.** The City covenants and agrees that, notwithstanding anything to the contrary contained in any of the documents evidencing the City Series 2016 Bonds or any other agreements between the City and HBCRA, that the obligation of the HBCRA make the HBCRA Debt Service Payments to the City as set forth herein shall be subordinate and subject in right and time of payment of the debt service for the HBCRA Series 2015 Note the HBCRA Series 2020 Note.

**Section 4. No Pledge of Tax Increment Revenues.** The City acknowledges and agrees that the HBCRA shall not be obligated to make, and expressly does not make, a pledge of its tax increment revenues with respect to the HBCRA Debt Service Payments. The Parties further agree that there shall be no lien, set-off right or other encumbrance (collectively, a “Lien”) by the City and/or the holders of the documents evidencing the City Series 2016 Bonds against the tax increment revenues of the HBCRA and that the City shall not have any right to create any Lien on the tax increment revenues of the HBCRA.

**Section 5. Term.** This Agreement shall be effective on July 13, 2020 and continue in effect until the later of (a) April 1, 2026 or (b) the date that all obligations under the City Series 2016 Bonds have been satisfied.

**Section 6. Authorization to Enter into Agreement.** The Parties hereby represent and warrant to each other (a) that this Agreement has been duly approved by the City Commission and Board of Directors of the HBCRA, as applicable, executed and delivered by the Parties and constitutes a legal, valid and binding obligation of the Parties enforceable in accordance with its terms and (b) that the execution, delivery and performance by the Parties of this Agreement does not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any

violation of, the terms of any applicable law, charter provision, code provision, regulation, order, judgment or decree of any court or governmental or regulatory body (including the City), or any agreement, document or instrument to which a Party or any of its assets or property is bound.

**Section 7. Covenant Not to Challenge.** This Agreement has been negotiated by the parties with the expectation and in reliance upon the assumption that it is valid and enforceable. The Parties hereby covenant and agree, to the fullest extent permitted by law, that it shall neither of them shall initiate in any proceeding a challenge to the validity or enforceability of this Agreement.

**Section 8. Miscellaneous.**

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

8.2 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 Board of Directors of the HBCRA and the holders of the documents evidencing the City Series 2016 Bonds, the HBCRA Series 2015 Note and the HBCRA Series 2020 Note.

8.3 Third Party Beneficiaries. Except as may be set forth in the Fifth Amendment, 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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 default 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.

8.8 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.

8.9 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.

8.10 Prevailing Parties. If either Party is required to engage in litigation against the 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 9. 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 day and year first above written.

**CITY OF HALLANDALE BEACH,**  
a Florida municipal corporation

By: \_\_\_\_\_  
Greg Chavarria  
City Manager

ATTEST:

By: \_\_\_\_\_  
Jenorgen M. Guillen  
City Clerk

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Jennifer Merino  
City Attorney

**HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,**  
a public body corporate and politic

By: \_\_\_\_\_  
Jeremy Earle  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Jenorgen M. Guillen  
HBCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Fox Rothschild, LLP  
HBCRA Attorney