

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into as of November ___, 2020, 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”).

R E C I T A L S

1. The City and Broward County (the “County”) entered into that certain Subaward Agreement dated October 29, 2020 pursuant to which the County will subaward to the City a portion of the funds the County received from the Coronavirus Aid, Relief and Economic Security (“CARES”) Act.

2. The HBCRA is a dependent special district of the City which, at the time of business closures resulting from the deadly Coronavirus/COVID-19 pandemic, had existing staffing and experience in the administration and distribution of grants to businesses and residents of the Community Redevelopment Area. Further, the HBCRA had the ability to immediately reallocate Tax Increment Funding received annually from the City, originally intended for other purposes, to address the urgent and imminent needs arising in the community.

3. In response to the deadly Coronavirus/COVID-19 pandemic the HBCRA staff worked in coordination with the City administration to determine the immediate needs of the community and the available resources of all parties.

4. The HBCRA Board approved the creation of (a) the Coronavirus Neighborhood and Housing Stabilization Program consisting of three components, (i) the Mortgage Assistance Program with grant amounts up to \$3,900, (ii) the Rental Assistance Program with grant amounts up to \$3,900 and (iii) the Utility Assistant Program with grant amounts up to \$450 and (b) the Coronavirus Small Business Sustainability and Recovery Loan Program consisting of two components, (i) the Business Employment Bridge Loan Program with loan amounts up to \$50,000 and (ii) the Emergency Business Cash Infusion Program with amounts up to \$15,000.

5. The City has included the Coronavirus Neighborhood and Housing Stabilization Program and the Coronavirus Small Business Sustainability and Recovery Loan Program (collectively, the “Programs”) as Projects in Exhibit A of the Subaward Agreement and the Programs are eligible for funding pursuant to the Subaward Agreement.

NOW, THEREFORE, the City and the HBCRA agree as follows:

Section 1. Recitals; Authority; Defined Terms.

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 Defined Terms. Any defined terms not defined herein shall have the meanings set forth in the Subaward Agreement.

Section 2. Funding of Programs. If and to the extent the City receives funding from the County under the Subaward Agreement for reimbursement of the Programs, the City shall remit such funding to the HBCRA in accordance with the Subaward Agreement terms. This Agreement does not assign, transfer, subcontract or encumber any right or interest the City may have in the Subaward Agreement.

Section 3. HBCRA Obligations. The HBCRA covenants and agrees to take all actions as necessary and appropriate to enable the City to receive funding from the County for the Programs. The foregoing includes, but is not limited to, converting the loans made under the Coronavirus Small Business Sustainability and Recovery Loan Program to grants so that such are Eligible Expenditures.

Section 4. Recoupment. Any funds awarded to the City for the Programs and subsequently transferred to the HBCRA are subject to recoupment pursuant to Section 5.7 of the Subaward Agreement and shall be returned to the City for repayment or reimbursement of repayment. Nothing herein affects the City's responsibilities for compliance with the recoupment provisions of the Subaward Agreement nor creates a right, interest or cause of action for any third party against the HBCRA.

Section 5. 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 6. 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 7. Miscellaneous.

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

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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 8. 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: _____
Jeremy Earle
Interim 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