

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF HOLLYWOOD, AND THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY REGARDING FUNDING FOR AFFORDABLE HOUSING

This First Amendment (“First Amendment”) to the Interlocal Agreement Among Broward County, The City of Hollywood, and the City of Hollywood Community Redevelopment Agency Regarding Funding for Affordable Housing (“CRA Agreement”) is entered into by and among Broward County, a political subdivision of the State of Florida (the “County”), the City of Hollywood, a Florida municipal corporation (the “City”), and the City of Hollywood Community Redevelopment Agency (the “CRA”) (collectively, the County, the City, and the CRA are the “Parties”).

RECITALS

A. The Parties entered into the CRA Agreement on October 3, 2018. On December 3, 2018, the CRA refunded \$2,484,855 to the County (“2018 Refund”). On March 7, 2019, the CRA refunded \$2,417,418 to the County (“2019 Refund”).

B. The Parties desire to agree upon the amount and the terms under which the County will pay portions of the 2018 Refund and the 2019 Refund to the City for use for Affordable Housing Programs (as defined in the CRA Agreement).

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

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the CRA Agreement.

2. 2018 Refund. The Parties agree and stipulate that the 2018 Refund was paid by the City on December 3, 2018 (i.e., after the Effective Date of the CRA Agreement), and therefore did not technically qualify as an additional refund that County would pay to the City under Section 2.3.4 of the CRA Agreement. Nonetheless, the City requests the County pay, and the County agrees to voluntarily pay, a portion of the 2018 Refund to the City as if it had been timely refunded to the County on or before the Effective Date.

3. 2019 Refund. The Parties further agree and stipulate that no portion of the 2019 Refund qualifies as a Set Aside Amount timely designated by the CRA under Section 2.3.1 of the CRA Agreement. Nonetheless, the City requests the County pay, and the County agrees to voluntarily pay, a portion of the 2019 Refund to the City as if it had been a timely designated Set Aside Amount under the CRA Agreement. The Parties agree and stipulate that if the CRA had timely designated the maximum Set Aside Percentage under the CRA Agreement, only a portion of the 2019 Refund (namely \$1,036,781) would have been required to be paid by the County to

the City under the CRA Agreement, and the County would have been entitled to retain the remainder of the 2019 Refund.

4. Payment; Use of Settlement Amount. Subject to terms and conditions set forth herein, the County shall pay to the City the total amount of **Three Million Twenty-One Thousand Six Hundred Thirty-Six Dollars (\$3,021,636.00)** (“Settlement Amount”) within thirty (30) days after the effective date of this First Amendment. For clarity, the Settlement Amount is the total of the 2018 Refund and the portion of the 2019 Refund that could have qualified as additional Set Aside Amount, if timely designated, less Five Hundred Thousand Dollars (\$500,000) to be retained by the County. Payment shall be made to the payee and address designated in writing by the City Manager. Unless otherwise approved by the County Administrator in writing, the City shall use the Settlement Amount solely for the additional project specified in Section 7 below which is added by this First Amendment as a qualified Affordable Housing Program (as defined by the CRA Agreement, as amended herein), and shall deposit and report on the Settlement Amount funds as if the funds were County Contributions under the CRA Agreement.

5. General Release. The Settlement Amount is in full and complete resolution of any and all claims, demands, or disputes the City or the CRA may have regarding the 2018 Refund or the 2019 Refund. Each of the City and the CRA, on behalf of itself and its officers, employees, representatives, agents, and assigns, along with anyone claiming by or through the City or the CRA (collectively, the “Releasing Parties”), hereby releases, acquits, and forever discharges the County, all County departments and divisions, and all past, current, and future County officers, employees, representatives, agents, and assigns (collectively, “Released Parties”), from any and all causes of action, claims, demands, liabilities, debts, judgments, expenses, grievances, damages, appeals, and charges that Releasing Parties have, or may have, against any or all of the Released Parties that arose at any time prior to the effective date of this First Amendment, whether or not the Releasing Parties have asserted such claims, in any way relating to the 2018 Refund or the 2019 Refund (collectively “Claims”). The foregoing release does not release or otherwise affect any claim or entitlement to payment any party may have for any amount(s) other than the 2018 Refund or the 2019 Refund, whether due under the CRA Agreement or under applicable law.

6. West Lake Park; Default. The City and the County entered into an Interlocal Agreement Between Broward County and City of Hollywood Regarding P25 System, dated June 20, 2019 (“P25 Interlocal Agreement”), under which the City and the County agreed to resolve their pending dispute regarding the siting of the final and sixteenth tower site for the County’s P25 public safety radio communication system at a location in West Lake Park (“WLP Site”). Pursuant to the P25 Interlocal Agreement, the City is obligated to expedite all required approvals, permitting, and inspections for the WLP Site, is estopped from asserting and waived all objections to the WLP Site, and covenanted not to litigate or contribute any resources to any private litigation seeking in any way to prevent or impede the installation or operation of a radio communications tower at the WLP Site. If, at any time on or after May 4, 2021, (a) the City defaults in the performance of any material provision of the P25 Interlocal Agreement including, without limitation, those recited above, (b) the City or any elected official or employee of the City

takes any action to hinder or oppose the property exchange between the County and the City of Tamarac that is required under the Broward County Charter to enable the County to utilize the WLP Site to site a public safety radio communication tower, or (c) the City or any City employee fails to timely issue any permit(s) or other approval(s) necessary for implementation of the WLP Site (including within the time frames stated in Section 166.033, Florida Statutes), then the City must repay the Settlement Amount to the County within thirty (30) days after County's demand therefor. The County may, at its sole option, offset any amounts due from the City under this paragraph against amounts the County is otherwise obligated to pay the City under the CRA Agreement. Provided the City fully performs its obligations under the P25 Interlocal Agreement and does not default under the P25 Interlocal Agreement or the CRA Agreement as amended by this First Amendment, the County shall deduct \$500,000 from the amount (if any) the County seeks to recover from the City relating to any additional expenses the County is required to pay to complete the site work, install the tower, shelter, and related equipment, and incorporate the WLP Site; notwithstanding the foregoing, the City shall remain fully responsible for any costs associated with programming and maintenance of radios owned by the City and all other responsibilities of the City under any other applicable agreement, including without limitation the Regional Interlocal Agreement Between Broward County and City of Hollywood Providing for Cooperative Participation in a Regional Public Safety Intranet.

7. Affordable Housing Exhibit Modification. The Parties hereby agree and stipulate that, as permitted by Section 2.7 of the CRA Agreement, the County Administrator and the City Manager have approved a modification of Exhibit A to the CRA Agreement to include the following additional project as a qualified Affordable Housing Program to which County Contributions and Affordable Housing Funding may be utilized under the CRA Agreement: "An 18-story mixed-income workforce housing project containing at least 208 units located in the City of Hollywood south of Young's Circle in between Jackson and Van Buren on Federal Highway), with at least 50% of the units set aside for individuals and households earning between 80% and 120% of the annual median income for Broward County, Florida, as published by the Florida Housing Finance Corporation for the applicable year, and documented by recording a restrictive covenant on the property. This project is not required to be wholly located within one or more LMI Areas."

8. Consultation with Counsel. The Parties acknowledge that they have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of their rights and obligations under this First Amendment.

9. Authority. Each Party represents that each person executing this First Amendment on its behalf has been authorized to sign on behalf of the respective Party and to fully bind it to the terms of this First Amendment and that the respective Parties have the power and authority to perform their respective obligations as provided by this First Amendment.

10. Merger; Modification. Except as modified herein, all terms and conditions of the CRA Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this First Amendment and the CRA Agreement, the Parties agree that this First

Amendment shall control. The CRA Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the CRA Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Severability. The Parties acknowledge and agree that if any court determines that any part, term, or provision of this First Amendment is invalid, illegal, or in conflict with any federal or Florida law, such determination will not affect the validity of the remaining portions or provisions of the First Amendment.

12. Joint Preparation. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. Counterparts. This First Amendment 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.

14. Effective Date. This First Amendment shall be effective as of the date this First Amendment is signed by a duly authorized representative of the last of the Parties to execute this First Amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 2021, the CITY OF HOLLYWOOD, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same, and the CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
MAYOR
_____ day of _____, 2021

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: _____
René D. Harrod (Date)
Deputy County Attorney

RDH
2021-05-10 First Amendment to Hollywood CRA ILA
5/10/2021

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CITY

ATTEST:

CITY OF HOLLYWOOD

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 2021

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Hollywood, Florida, only:

Douglas R. Gonzales
CITY ATTORNEY

FIRST AMENDMENT TO INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF HOLLYWOOD, AND THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY REGARDING FUNDING FOR AFFORDABLE HOUSING

CRA

ATTEST:

CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY

BOARD SECRETARY

By: _____
CHAIR

_____ day of _____, 2021

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the City of
Hollywood Community Redevelopment
Agency only:

Douglas R. Gonzales
GENERAL COUNSEL