

TERMINATION OF INTERLOCAL AGREEMENT
Between the City of Riviera Beach and the
Riviera Beach Community Redevelopment Agency

THIS INTERLOCAL AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2017, by, among and between the City of Riviera Beach, Florida, a municipal corporation organized under the laws of the State of Florida, (the "City"), the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes (herein referred to as the "Utility District"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic of the State of Florida (the "Agency").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City, the Utility District, and the Agency to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the redevelopment of the community redevelopment area and the facilities provided for herein in the manner that will best accord with the existing resources available to each of them and the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the City Council of the City of Riviera Beach, by the adoption of ordinances and resolutions: (i) on August 7, 1974 established the Agency and on February 21, 2001 found the Agency to have been in continuous existence; (ii) on December 18, 1985 approved the Inlet Harbor Center Plan and amended the Redevelopment Plan, approving the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, pursuant to Ordinance No. 2912, for the Redevelopment Area; as amended by the adoption of Ordinance 3099, approving the adoption of 2011 Amended Community Redevelopment Plan; (iii) on September 19, 1984, created the Redevelopment Trust Fund; all as contemplated by the Community Redevelopment Act of 1969; and

WHEREAS, the City and Agency entered into a Marina Uplands Ground Lease as of July 2, 2014, as amended ("Ground Lease"), setting forth the terms and conditions to lease to the

Agency certain property defined therein at the City's Marina, hereinafter "City Marina Upland Property"; and

WHEREAS, on or about October 1, 2014, the City, the City of Riviera Beach Utility Special District ("Utility District"), and the Agency entered into an Interlocal Agreement to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the funding of the redevelopment of the City Marina Upland Property "Marina Uplands Funding Interlocal Agreement"; and

WHEREAS, on or about March 16, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to make a financial rebate to the Agency for certain public improvements to the City Marina Upland Property ("Public Improvement Reimbursements Interlocal Agreement"); and

WHEREAS, on or about May 18, 2016, the City and the Agency entered into an Interlocal Agreement to provide for the City to fund various program initiatives in furtherance of implementation of the Adopted Community Redevelopment Plan ("Program Sponsorship Agreement"); and

WHEREAS, as part of the budget process, and in furtherance of the Community Redevelopment Plan, the City, joined by the Utility District, and the Agency have determined that the Marina Uplands Ground Lease, the Public Improvement Reimbursement Agreement, the Marina Uplands Funding Interlocal Agreement, and the Program Sponsorship Agreement (collectively the "Interlocals" are no longer required for the development of the Marina and agree to terminate the Agreements as of the September 30, 2016; and

WHEREAS, the redevelopment of the City Marina Upland Property as provided in the Community Redevelopment Plan serves a public purpose and is in the best interests of all of the parties hereto and the respective residents and citizens thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and in order to set forth the rights, duties and powers of the parties for the purpose of implementing the foregoing, the City, the Utility District, and the Agency hereby covenant and agree as follows:

**ARTICLE I
Authority**

This Agreement is entered into pursuant to the provisions of the Cooperation Act, the Municipal Home Rule Powers Act of Chapter 166, Florida Statutes, the Part III, Chapter 163, Florida Statutes (the "Community Redevelopment Act") Act and other applicable provisions of law.

**ARTICLE II
Definitions**

The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise.

"**Agency**" means the Riviera Beach Community Redevelopment Agency, a public body corporate and politic under the laws of the State of Florida established pursuant to the Community Redevelopment Act.

"**Agreement**" means this Interlocal Agreement by, among and between the City, the Utility District, and the Agency.

"**Capital Project**" means any of the projects completed for the Marina Village project including streets, parking lots, driveways, infrastructure, streets, buildings, parks, improvements and public spaces.

"**City**" means the City of Riviera Beach, a municipal corporation organized under the laws of the State of Florida.

"**City Marina Upland Property**" shall mean the property as legally described in **Exhibit "B"**.

"**City Council**" means the governing body of the City.

"**Cooperation Act**" means Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969.

"**Interlocals**" means the following documents: Marina Uplands Ground Lease, the Public Improvement Reimbursements Agreement, the Marina Uplands Funding Agreement, and the Program Sponsorship Agreement.

"**Fiscal Year**" means the fiscal years of the City and the Agency commencing on October 1 of each year and ending on the next succeeding September 30, or such other fiscal year as may be established by law.

"**Marina Uplands Ground Lease**" shall mean the ground lease entered into between the City and the Agency dated July 2, 2014.

"**Marina Uplands Lease Property**" shall mean the City Marina Upland Property subject to the Marina Uplands Ground Lease.

"**Parking Facilities**" means the parking facilities to be acquired, constructed, equipped and/or owned by the Agency as part of the public improvements.

"**Project Area**" shall mean the lands depicted in the Agency's which is incorporated hereby by reference.

"**Public Improvements**" shall mean the infrastructure, the parking facilities, and other capital projects constituting public infrastructure to serve the Development Project and Redevelopment Area including, but not limited to, the Capital Projects.

"**Redevelopment Area**" means the blighted area within the boundaries of the City as defined in the Community Redevelopment Plan of the Agency.

"**Redevelopment Plan**" means the 2011 Community Redevelopment Plan..

"**Redevelopment Trust Fund**" means the trust fund established pursuant to Section 163.387 of the Agency Act for the deposit of increment revenues attributable to the Redevelopment Area.

"**Utility District**" means the City of Riviera Beach Utility Special District, a legal entity and public body created pursuant to Chapter 189, Florida Statutes.

ARTICLE III

Purpose; Findings and Recitals Incorporated

Section 3.01 Purpose.

The City, the Utility District, and the Agency acknowledge and agree that the purpose of this Agreement is to terminate the Interlocals.

Section 3.02 Findings and Recitals Incorporated.

The City, the Utility District and the Agency hereby ascertain, determine, declare and find that the redevelopment of the City Marina Uplands Property was needed to further the mutual goals of the City and the Agency to eliminate factors which contribute to slum and blight.

The recitals to this Agreement are hereby incorporated as findings.

ARTICLE IV

Termination of Interlocals

By this Agreement, the Parties mutually terminate and cancel the Interlocals as of September 30, 2017 (“Effective Date”).

ARTICLE V
Outstanding Obligations

By this Agreement, the Parties release each other from any and all financial obligations, claims, causes of action, and liabilities of whatever nature which either had in the past, has now or may have in the future arising from or related to the Interlocals for the entire Fiscal Year preceding the Effective Date defined as October 1, 2016 through September 30, 2017,. The total capital dollars invested by all parties as of the Effective Date, to construct the Phase One Marina Village Project are confirmed and shall remain unaffected by this Agreement.

Article VI
Notices, Consents and Approvals

Section 6.01 Service of Notice and Other Communications.

Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval or other communication with respect hereto the services being rendered pursuant to this Agreement, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be effective for any purpose only if given or served by (i) registered or certified United States Mail, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows:

If to the AGENCY:

Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attn: Executive Director

If to the CITY:

City of Riviera Beach

600 West Blue Heron Blvd.
Riviera Beach, FL 33404
Attn: City Manager

With a copy to:
City Attorney's Office
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

(a) Every Notice shall be effective on the date actually received, as indicated on the receipt therefore or on the date delivery thereof is refused by the recipient thereof.

(b) All references in this Agreement to the "date" of Notice shall mean the effective date, as provided in the preceding subsection (a).

Section 6.02 Consents and Approvals.

(a) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing, and approved by the City Council, the Utility District Board of Commissioners and the Board of Commissioners of the Agency. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act.

**ARTICLE VII
Representations; Warranties; Covenants**

Section 7.01 Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The City is a validly, existing municipal corporation organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the City, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under, or the City results in the creation of any lien or encumbrance upon any property of the City.

(c) This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency of the City, or against any officer of the City, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely effect the consummation of the transaction contemplated hereunder of the financial condition of the City.

Section 7.02 Representations and Warranties of the Utility District.

The Utility District represents and warrants to the Agency that each of the following statements is presently true and accurate:

(a) The Utility District is a validly, existing special district organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the Utility District, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval

and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Utility District is a party, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under, or the Utility District results in the creation of any lien or encumbrance upon any property of the Utility District.

(c) This Agreement constitutes a legal, valid and binding obligation of the Utility District, enforceable against the Utility District in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Utility District, threatened actions or proceedings before any court or administrative agency of the Utility District, or against any officer of the Utility District, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transaction contemplated hereunder or the financial condition of the Utility District.

Section 7.03 Representations and Warranties of the Agency.

The Agency represents and warrants to the City and the Utility District that each of the following statements is presently true and accurate:

(a) The Agency is a body corporate and politic under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been or will be, duly executed and delivered by the Agency, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order

applicable to or binding on the Agency or any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Agency is a party, or by which it or its properties are bound, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under any agreement applicable to the Agency, or the Agency results in the creation of any lien or encumbrance upon any property of the Agency.

(c) This Agreement constitutes a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency, or against any officer of the Agency, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder of the financial condition of the Agency.

ARTICLE VIII Miscellaneous

Section 8.01 Severability.

If any one or more of the covenants, agreements or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

Section 8.02 Controlling Law.

All covenants, stipulations, obligations and agreements of the City, the Utility District and the Agency contained in this Agreement, shall be deemed to be covenants, stipulations, obligations and agreements by each of the parties to the fullest extent provided by the Constitution and laws of the State of Florida. Any and all provisions of this Agreement and any proceeding seeking to

enforce or challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceedings pertaining to this Agreement shall be Palm Beach County, Florida.

Section 8.03 Modification or Amendment.

This Agreement may only be amended by the mutual agreement of the City, the Utility District, and the Agency, at any time and from time to time, provided that any amendment to this Agreement shall be subject to the terms of the documents executed with the issuance of any Revenue Bonds, including, without limitation, the Bond Resolution.

Section 8.04 Binding Effect.

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

Section 8.05 Time of Essence.

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to a complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 8.06 Entire Understanding.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

Section 8.07 Assignment.

No party may assign this Agreement without the prior consent of the other parties, which may be granted or withheld at such other parties' sole and absolute discretion.

Section 8.08 Headings.

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 8.09 Force Majeure.

Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement for the period of the delay caused by such Force Majeure Event. "Force Majeure Event" shall

mean any act of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, failure of utility service, labor dispute or act or similar other event beyond the control of the parties.

Section 8.10 No Third Party Rights.

This Agreement is solely for the benefit of the City, the Utility District and the Agency and no third party shall be deemed to have any rights hereunder.

Section 8.11 Filing and Effective Date.

This Agreement shall become effective immediately upon the execution by the proper officers of the City, the Utility District and the Agency, and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes. The date of such filing with the Clerk of the Circuit Court shall be the "Effective Date" of this Agreement.

Section 8.12. Indemnification.

Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the Agency shall indemnify, defend and hold harmless the City or Utility District against any actions, claims, or damages arising out of the Agency's negligence in connection with this Agreement, and the City and the Utility District shall indemnify, defend and hold harmless the Agency against any actions, claims or damages arising out the City's or Utility District's negligence (as appropriate) in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by the parties to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 8.13. Default.

The parties expressly covenant and agree that in the event any of the parties defaults on its obligations under this Agreement, the party(ies) not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights under the law.

Section 8.14. Disputes.

Disputes under this Agreement may be resolved by the Executive Director on behalf of the Agency and City Manager on behalf of the City and Utility District. If the representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to the parties

involved to conduct a mediation of the issues in dispute and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party involved in the mediation.

Section 8.15. Enforcement Costs.

Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.

Section 8.16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement as of the day and year first above written.

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

APPROVED AS TO FORM:

BY: _____
SCOTT EVANS
EXECUTIVE DIRECTOR

BY: _____
J. MICHAEL HAYGOOD
CRA ATTORNEY

DATE: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by KaShamba Miller-Anderson and Scott Evans, of the Riviera Beach Community Redevelopment Agency, who are personally known to me and who did not take an oath.

Signature of Notary Public
My Commission Expires:

**TERMINATION OF INTERLOCAL AGREEMENTS
CONTINUED**

THE CITY OF RIVIERA BEACH

By: _____
THOMAS A. MASTERS
MAYOR

ATTEST:

(SEAL)

By: _____
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
& CONDITIONS

By: _____
ANDREW DEGRAFFENREIDT
CITY ATTORNEY

By: _____
TROY PERRY
INTERIM CITY MANAGER

DATE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Thomas A. Masters, Mayor of the City of Riviera Beach, Florida, who is personally known to me and who did not take an oath.

Signature of Notary Public
My commission expires:

**TERMINATION OF INTERLOCAL AGREEMENT
CONTINUED**

THE RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: _____
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

(SEAL)

By: _____
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
CONDITIONS

By: _____
ANDREW DEGRAFFENREIDT
DISTRICT ATTORNEY

By: _____
DISTRICT DIRECTOR

DATE: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, Chairman of the City of Riviera Beach Utility Special District, who is personally known to me and who did not take an oath.

Signature of Notary Public
My commission expires: