

**INTERLOCAL AGREEMENT**

This Interlocal Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY") and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the parties hereto have a common goal of providing affordable housing opportunities to low and moderate income persons in Palm Beach County; and

**WHEREAS**, 22 parcels of vacant land, currently known as "Brooks Subdivision", hereinafter referred to as the "Subdivision", provides an opportunity to develop affordable housing on the site; and

**WHEREAS**, the COUNTY currently owns 18 of the parcels within the Subdivision, and intends to acquire the remaining 4 parcels which are encumbered by a Mortgage and Municipal Liens (as defined herein), which are payable to the CITY, and a Declaration of Restrictive

Covenant that runs with the land, whose modification and or extinguishment is controlled by the CITY (“Remaining 4 Parcels”); and

**WHEREAS**, the Remaining 4 Parcels are currently owned by a third party who acquired the Remaining 4 Parcels at a tax deed sale; and

**WHEREAS**, the parties wish to cooperate to ensure the COUNTY obtains clear title to the Remaining 4 Parcels within the Subdivision and to allow for the COUNTY’s development of the Subdivision with affordable housing; and

**WHEREAS**, the CITY is willing to assign its Mortgage to the COUNTY in order for the COUNTY to commence foreclosure litigation to obtain clear title to the Remaining 4 Parcels, which may include entering a settlement with the current owner of the Remaining 4 Parcels to prevent or resolve such litigation, and the COUNTY is willing to pursue such action; and,

**WHEREAS**, consistent with the COUNTY’s and CITY’s common goal of providing affordable housing opportunities to low and moderate income persons in Palm Beach County, the governing bodies of the COUNTY and the CITY have each authorized this Agreement and find that it serves a valid public purpose.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is to coordinate efforts in achieving the mutual goal of obtaining clear legal title to and developing an affordable housing solution within the Subdivision, as herein defined. This Agreement shall not be considered a delegation of either the CITY’s or COUNTY’s police power and the assignment of the CITY’s Mortgage is limited solely for the purpose of the COUNTY to commence foreclosure litigation to obtain clear title to the Remaining

4 Parcels, which may include entering a settlement with the current owner of the Remaining 4 Parcels to prevent or resolve such litigation. This Agreement does not authorize the CITY to assign any other mortgage or municipal liens to the COUNTY.

## **Section 2. Definitions**

The following definitions shall apply to this Agreement:

**“Act”** means Part I of Chapter 163, Florida Statutes.

**“Agreement”** means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

**“Declaration of Restrictive Covenant”** means that declaration recorded by the CITY in the official records book on February 24, 2010 at Book 23708, Page 1669 for the prior redevelopment of the Subdivision.

**“Mortgage”** means that mortgage and accompanying promissory note recorded by the CITY in the official records book on February 24, 2010 at Book 23708, Page 1663 to secure the CITY’s funding for the prior redevelopment of the Subdivision.

**“Municipal Liens”** means those lot clearing liens recorded by the CITY in the official records book for lot clearing charges the CITY expended within the Subdivision on the Remaining 4 Parcels as follows:

1. Recorded on March 21, 2012 at Book 25083, Page 1315;
2. Recorded on March 15, 2013 at Book 25876, Page 1634;
3. Recorded on September 30, 2014 at Book 27068, Page 550;
4. Recorded on March 17, 2015 at Book 27404, Page 1696; and,
5. Recorded on September 14, 2017 at Book 29340, Page 143.

**“Subdivision”** means that vacant land consisting of 22 parcels, currently known as Brooks

Subdivision as identified in Exhibit "A".

**Section 3. Representative/Monitoring Position**

The COUNTY's representative/contract monitor during the term of this Agreement shall be Jeff Bolton, Director of Contract Development and Quality Control for the County's Department of Housing and Economic Sustainability, whose telephone number is (561) 233-3612. The CITY's representative/contract monitor during the term of this Agreement shall be Jonathan E. Evans, City Manager, whose telephone number is (561) 845-4000.

**Section 4. Effective Date/Term**

This Agreement shall take effect upon execution. The term of this Agreement shall be for a period of four (4) years from the date of execution unless otherwise mutually terminated by the CITY and COUNTY or as otherwise provided herein. The term of this Agreement may be extended by mutual written agreement of the CITY and COUNTY.

**Section 5. Responsibilities and Duties**

COUNTY agrees to:

- a) The COUNTY shall exercise good faith efforts to foreclose the Mortgage and obtain title to the 4 Parcels as authorized herein;
- b) The COUNTY shall in its sole discretion provide up to \$120,000 towards a potential settlement to obtain clear title of the Remaining 4 Parcels;
- c) The COUNTY shall provide the CITY with the opportunity to comment on the overall design and implementation of affordable housing at the Subdivision;
- d) The COUNTY shall coordinate efforts with one or more non-profit agencies within the CITY to perform activities for purposes of informing the Riviera Beach community of the home ownership opportunities as well as potential opportunities to participate in the

construction and development processes relating to the Subdivision;

- e) The COUNTY shall provide assistance to home buyers utilizing existing programs which may be available at the time of purchase; and,
- f) The COUNTY will encumber the Subdivision with a restrictive covenant to ensure that the homes will remain affordable housing consistent with the terms of the funding source used to provide down payment assistance for a period of thirty (30) years.

CITY agrees to:

- a) The CITY shall assign its Mortgage to the COUNTY via resolution and assignment, attached hereto as Exhibit "B", in order for the COUNTY to obtain clear title to the Remaining 4 Parcels as authorized herein;
- b) If the COUNTY pursues a settlement to obtain clear title to the Remaining 4 Parcels, and contributes up to \$120,000 towards settlement, the CITY shall provide up to \$10,000 towards any potential settlement to obtain clear title to the Remaining 4 Parcels;
- c) The CITY, at no cost to the COUNTY, after the COUNTY obtains title to the Remaining 4 Parcels, shall provide a release of the Municipal Liens and any remaining CITY encumbrances on the Subdivision including, without limitation, the existing Declaration of Restrictive Covenant (as defined herein);
- d) If the COUNTY files a quiet title or foreclosure action to obtain clear title to the Remaining 4 Parcels, the CITY shall file a Disclaimer of Interest in response to such action; and,
- e) The CITY, through its City Manager, shall execute such documents reasonably necessary to authorize the COUNTY to take such action as authorized herein to obtain clear title to the Remaining 4 Parcels.

### **Section 6. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. If this Agreement is terminated for the COUNTY's default prior to the COUNTY obtaining clear title to the Remaining 4 Parcels, the COUNTY shall assign the CITY's Mortgage back to the CITY.

### **Section 7. Termination**

Failure by either party to observe or perform any of the covenants, conditions or provisions of this Agreement, where such failure continues for a period of thirty (30) days after receipt of written notice thereof shall be considered an event of default, provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then the failure shall not be deemed to be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion. In the event of default by either party, the Agreement shall be terminated and the Mortgage shall be assigned back to the City.

### **Section 8. Enforcement Costs**

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, provided, however, that this clause pertains only to the parties to this Agreement.

### **Section 9. Notices**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

**COUNTY:**

Jeff Bolton, Director of Contract Development  
Palm Beach County  
100 Australian Avenue, 5th Floor  
West Palm Beach, FL 33406

**WITH A COPY TO:**

Palm Beach County Attorney's Office  
301 North Olive Ave., Ste. 600  
West Palm Beach, Florida 33401

**CITY:**

Jonathan E. Evans, City Manager  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Riviera Beach, FL 33404

**WITH A COPY TO:**

Dawn S. Wynn, City Attorney  
City of Riviera Beach  
1481 W. 15<sup>th</sup> Street – 2<sup>nd</sup> Floor  
Riviera Beach, FL 33404

**Section 10. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

**Section 11. Filing**

A copy of this Agreement shall be filed with the Palm Beach County Clerk of the Circuit Court.

**Section 12. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

**Section 13. Indemnification**

Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing

herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by either party as provided under Federal law or in section 768.28 Florida Statutes, as amended from time to time, or any other law providing limitations on claims. This section shall survive the termination of this Agreement.

#### **Section 14. Remedies**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Section 15. Time of the Essence**

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to 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 16. Equal Opportunity Provision**

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, or gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

#### **Section 17. Captions**



The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 18. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 19. No Third Party Beneficiaries**

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

**Section 20. Annual Appropriation**

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

**Section 21. Entirety of Agreement**

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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

**CITY OF RIVIERA BEACH, a  
City duly organized and existing by virtue of the  
laws of the State of Florida**

ATTEST:

By: \_\_\_\_\_  
Claudene L. Anthony, City Clerk

By: \_\_\_\_\_  
Ronnie Felder, Mayor

Approved as to Form and  
Legal Sufficiency:

By: \_\_\_\_\_  
Dawn S. Wynn, City Attorney  
City of Riviera Beach

By: \_\_\_\_\_  
Jonathan E. Evans, City Manager  
City of Riviera Beach

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Dave Kerner, Mayor  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

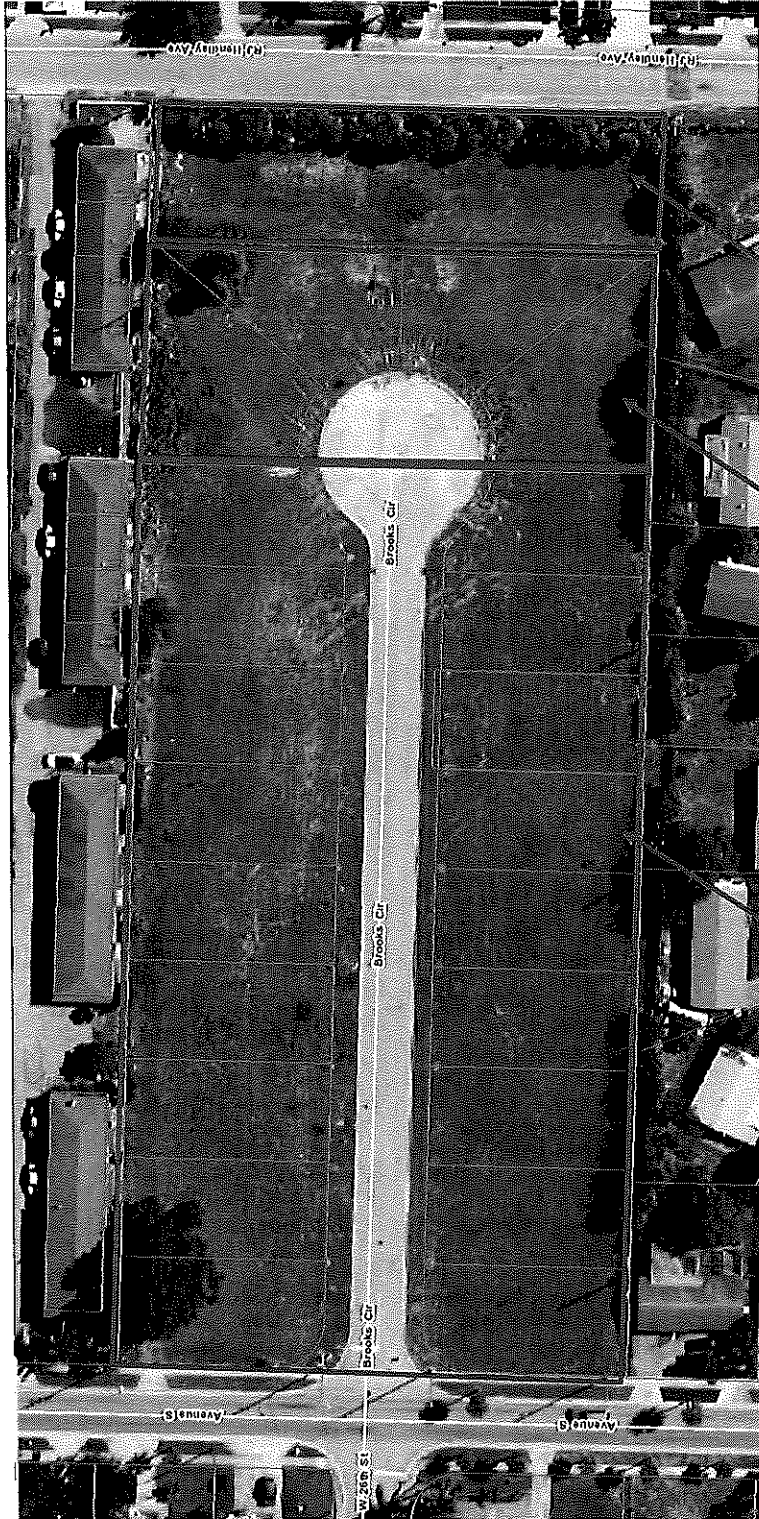
Approved as to Terms and Conditions  
Dept. of Housing and Economic Sustainability

By: \_\_\_\_\_  
Howard J. Falcon  
Chief Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard, Deputy Director

Exhibit "A"

Brooks Subdivision



Drainage  
Easement

City Mortgaged  
Parcels

County Owned  
Parcels

Exhibit "B"

Prepared by:

Howard J. Falcon, Chief County Attorney

Return to:

Department of Housing and Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**ASSIGNMENT OF MORTGAGE**

This is an assignment of Mortgage, given \_\_\_\_\_, 2020 by the City of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter the "City") to Palm Beach County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

For good and valuable Consideration, the receipt and sufficiency of which is hereby acknowledged, City hereby assigns, conveys, and transfers to the County the following described Note and Mortgage, given to the City by Brooks Subdivision, L.L.C., together with all interest, all liens and any rights associated therewith due, or to become due thereon. Said Mortgage is dated November 18, 2009 and was recorded February 24, 2010 in Official Records Book 23708, Page 1663 of the Public Records of Palm Beach County, Florida, and secures a promissory note in the amount of Five Hundred Thousand Dollars (\$500,000), and encumbers the following real property as described in Exhibit "A" attached hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

(MUNICIPAL SEAL BELOW)

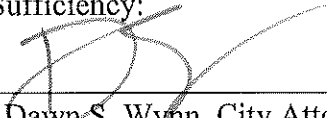
**CITY OF RIVIERA BEACH, a  
City duly organized and existing by virtue of the  
laws of the State of Florida**

ATTEST:

By: \_\_\_\_\_  
Claudene L. Anthony, City Clerk

By: \_\_\_\_\_  
Ronnie Felder, Mayor

Approved as to Form and  
Legal Sufficiency:

By: \_\_\_\_\_  
  
Dawn S. Wynn, City Attorney  
City of Riviera Beach

By: \_\_\_\_\_  
Jonathan E. Evans, City Manager  
City of Riviera Beach

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on \_\_\_\_\_, by Ronnie Felder, as Mayor of the City of Riviera Beach, Florida, who is personally known to me, or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

**EXHIBIT A  
TO  
ASSIGNMENT OF MORTGAGE**

**Parcel 1:** Lots 60 and 61, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida

**Parcel 2:** Lot 62, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida

**Parcel 2:** Lot 63, Acrehome Park, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 46, Public Records of Palm Beach County, Florida