POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: July 10, 2018 Agenda Item 1

REQUESTED CRA BOARD ACTION:

X Resolution(s) ____ Consideration X Approval ____ Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE CRA, BROWARD COUNTY, THE CITY OF POMPANO BEACH, NORTH BROWARD HOSPITAL DISTRICT AND CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY REGARDING THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Summary of Purpose and Why:

Since 2014, the CRA, the City and the County have been parties to litigation regarding the extension of the term of the Northwest CRA District to December, 2040, as well as various other claims asserted by the parties (the Litigation). After extensive discovery and motion practice, attorney-client sessions, public discussions, mediation and ongoing settlement negotiations, the parties, together with the other taxing authorities, have agreed to resolve the Litigation. The resolution before the CRA approves an interlocal agreement (the Interlocal Agreement) among the CRA, the City and the Participating Taxing Authorities (the County, North Broward Hospital District and Children's Services Council).

The material terms of the Interlocal Agreement are as follows:

1. Term of Northwest District CRA. Extended to December 31, 2040.

2. TIF Obligations. TIF Obligations of the Participating Taxing Authorities cease after December 31, 2019.

3. Project Funding. $7,000,000 to the CRA for Approved Projects (listed on Exhibit 1 to the Interlocal Agreement). Payable $5,200,000 by December 31, 2020 and $1,800,000 by December 31, 2021.

4. Annual Funding. $1,500,000 annually for four years; first payment due by December 31, 2021 and last payment due by December 31, 2024. One additional annual payment of $750,000 by December 31, 2025.

5. Residential District Funding. $10,000,000 provided by the County to address residential slum and blight in the Northwest District. All funding to be possessed, controlled and disbursed by the County.

   A nine-member advisory board will be created by the County, composed of up to 3 members who can be county commissioners and the remaining at-large members who are either residents of the Northwest District or full-time employees of a religious, cultural or social services entity that primarily serves residents of the Northwest District. Employees or vendors of the City or the CRA within the past 5 years or a family member of any current board member of the City or CRA is ineligible for membership on the advisory board.

6. Annual Audits. The CRA will obtain an annual independent audit of the CRA's redevelopment trust fund. The CRA may use the same firm that the City uses for the audit of its annual financial report.

7. Modifications to the Approved Project List. Require written approval of the County Administrator, the City Manager and the CRA Executive Director.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: CRA Board

(2) Primary staff contact: Claudia McKenna Ext. _____

(3) Expiration of contract, if applicable: N/A

(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
X CRA Executive Director			
X CRA Attorney		Claudia M. McKenna	
___ Finance Director			

ACTION PREVIOUSLY TAKEN BY CRA BOARD:

Resolution	Consideration	Other:
Results:	Results:	Results:

CRA
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MEMORANDUM

Date: **July 10, 2018**

To: **CRA Board**

Through: **Gregory P. Harrison, Co-Executive Director**

From: **Claudia M. McKenna, CRA Attorney**

Subject: **Interlocal Agreement between the CRA, City of Pompano Beach, Broward County North Broward Hospital District and Children's Services Council**

Background

By Ordinance No. 2011-9, the City, based upon the recommendation of the CRA, modified and amended the Northwest District CRA Plan which amendment extended the term of the Northwest CRA to December, 2040. Broward County (the County) contended that the amendment to extend the term was invalid.

In 2014, after compliance with the requirements of Chapter 164, Florida Statutes, the City and the CRA filed a lawsuit against the County in an action titled *Pompano Beach Community Redevelopment Agency et al. v. Broward County*, Case No. 14-009654(18) (Broward Cir. Ct.) (the Litigation). Both parties asserted various claims during the Litigation, including validity of the term extension and proper compliance with Chapter 163, Florida Statutes.

After extensive discovery and motion practice in the litigation, attorney-client sessions, public discussions, mediation and on-going settlement negotiations, the parties have agreed to resolve the Litigation in order to maximize the effectiveness of their collective tax dollars to remedy slum and blight in the Northwest District of the CRA. The settlement will be accomplished by an interlocal agreement (the Interlocal Agreement) among the parties and the other taxing authorities, North Broward Hospital District and Children's Services Council (together with the County, the Participating Taxing Authorities).

The Interlocal Agreement will settle all claims by the parties and fully release all parties as to any and all claims, known and unknown, as of the date of the Interlocal Agreement. The material terms of the Interlocal Agreement are summarized as follows:

1. Northwest District. The Interlocal Agreement involves the Northwest CRA and does not affect the East CRA.

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2. Term Modification. The term of the Northwest CRA District is extended to December 31, 2040. Any further extension of the term would require written approval of the County.

3. Northwest District TIF Obligations. All TIF obligations of the Participating Taxing Authorities will cease after December 31, 2019.

4. Project Funding. In addition to their TIF obligations for 2018 and 2019, the Participating Taxing Authorities will pay to the CRA the amount of $7,000,000 (Project Funding), payable as follows: $5,200,000 on or before December 31, 2020; and $1,800,000 on or before December 31, 2021. The Project Funding can only be used for approved projects which are listed on Exhibit 1 to the Interlocal Agreement.

5. Annual Funding. The Participating Taxing Authorities will pay to the CRA the amount of $1,500,000 on an annual basis for four (4) years, with the first payment due on or before December 31, 2021 and the last payment due on or before December 31, 2024. The Participating Taxing Authorities will pay the CRA one additional annual payment in the amount of $750,000 on or before December 31, 2025.

6. Residential District Funding. The County will provide funding in the amount of $10,000,000 (Residential District Funding) to address residential slum and blight in the Northwest District. This funding will be possessed, controlled and disbursed by the County. A nine-person residential district advisory board will be created by the County. Up to three members of the advisory board may be county commissioners; the remaining members shall be at-large members appointed by the County Commission, each of whom must be either a resident of the Northwest District or a full-time employee of a religious, cultural or social services entity that primarily serves residents in the Northwest District. No appointed at-large may be or may have been within the past 5 years either an employee or vendor of the City or the CRA, or a family member of any current board member of the City or the CRA.

   The advisory board shall recommend projects to be performed by the County. Such recommendations are advisory only and not binding on the County. The County has the discretion to impose any additional terms on the use or expenditure of the Residential District Funding.

7. Annual Audits. The CRA will obtain an annual independent audit of the CRA redevelopment trust fund by an independent auditing firm. The CRA may use the same firm retained by the City for an audit of the City's annual financial report.

8. Modifications to the Approved Project List. If requested by the CRA, modifications to the Approved Projects list require the written approval of the County Administrator, the City Manager and the CRA Executive Director.

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The following is a summary of the Funding Schedule contained in the Interlocal Agreement:

Funding Schedule

Payment Deadline	Residential District Funding[1]	Project Funding	Annual Funding	County Share	Hospital District Share	CSC Share	Total
12/31/20	--	5.2M		3.85M	1M	350K	5.2M
12/31/21	2.1M	1.8M	1.5M	1.95M	1M	350K	5.4M
12/31/22	2.7M	--	1.5M	450K	750K	300K	4.2M
12/31/23	2.6M	--	1.5M	450K	750K	300K	4.1M
12/31/24	2.6M	--	1.5M	450K	750K	300K	4.1M
12/31/25	--	--	750k	375K	275K	100K	750k
TOTAL	**10M**	**7M**	**6.75M**	**7.525M**	**4.525M**	**1.7M**	**23.75M**

Recommendation

Based on the CRA Board's public direction to proceed with settlement negotiations contained in the most recent term sheet between the CRA, the City and the County, the CRA Staff recommends approval of the Interlocal Agreement.

[1] Residential District Funding is not paid to the CRA, and is possessed, controlled, and disbursed solely by the County pursuant to Section 2.6. The inclusion of Residential District Funding in this Funding Schedule is for informational purposes only.

RESOLUTION NO. 2018-_____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE CRA, BROWARD COUNTY, THE CITY OF POMPANO BEACH, NORTH BROWARD HOSPITAL DISTRICT AND CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY REGARDING THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Resolution No. 81-139, the City Commission of the City of Pompano Beach, Florida (the City), declared that slum and blighted areas exist within the corporate limits of said city; and

WHEREAS, the City determined that a community redevelopment agency was necessary to carry out the community redevelopment purposes of the Community Redevelopment Act of 1969, as amended, within said city; and

WHEREAS, in accordance with the authority conferred to it by the Board of County Commissioners of Broward County, Florida (the County), the City, in Ordinance No. 89-27, created a community redevelopment agency to carry out the community redevelopment purposes of the Community Redevelopment Act of 1969, as amended, for the northwest area of the city (the CRA); and

WHEREAS, the City, by Ordinance No. 90-9 adopted and approved a community redevelopment plan (the CRA Plan); and

WHEREAS, the City, based upon the recommendation of the CRA, modified and amended the CRA Plan in Ordinance No. 2011-9; and

WHEREAS, the County contended that the CRA Plan as amended in Ordinance No. 2011-9 was invalid; and

WHEREAS, In 2014, after complying with the requirements of Florida Statutes Chapter 164, the City and the CRA filed a lawsuit against the County in an action titled *Pompano Beach Community Redevelopment Agency et al. v. Broward County*, Case No. 14-009654(18) (Broward Cir. Ct.) (the "Litigation"); and

WHEREAS, after extensive discovery and motion practice in the Litigation, the parties thereto have agreed to resolve the Litigation in order to maximize the efficacy of their collective tax dollars to remedy slum and blight in the Northwest District of the CRA by entering into the Interlocal Agreement Regarding the City of Pompano Beach Community Redevelopment Agency (the "Interlocal Agreement"), which is attached hereto as Exhibit "A"; and

WHEREAS, the Interlocal Agreement is intended to replace provisions of the CRA Plan as amended in Ordinance No. 2011-9 to the extent the Interlocal Agreement is inconsistent therewith, and to supplement the CRA Plan as amended in Ordinance No. 2011-9 to the extent the Interlocal Agreement addresses matters not heretofore addressed in the CRA Plan; now therefore,

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1: The Interlocal Agreement regarding the Pompano Beach Community Redevelopment Agency (the Interlocal Agreement), a copy of which Interlocal Agreement is attached hereto as Exhibit A and incorporated herein as if set forth in full, is hereby approved.

SECTION 2: The proper officials are hereby authorized to execute the Interlocal Agreement, together with such other documents as may be required to effectuate the Interlocal Agreement.

SECTION 3: All ordinances and resolutions or parts of ordinances or resolutions in conflict herewith shall be and the same hereby are repealed to the extent of such conflict.

SECTION 4: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

PASSED AND ADOPTED this___ day of _____, 2018.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARSHA CARMICHAEL, SECRETARY

INTERLOCAL AGREEMENT REGARDING THE
CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

This Interlocal Agreement ("Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), the City of Pompano Beach, a Florida municipal corporation (the "City"), the City of Pompano Beach Community Redevelopment Agency (the "CRA"), the North Broward Hospital District ("Hospital District), an independent special district, and the Children's Services Council of Broward County ("CSC"), an independent special district. Collectively, the County, the City, the CRA, the Hospital District, and the CSC are referred to herein as the "Parties."

RECITALS

A. On or about October 14, 1980, through Broward County Resolution No. 80-534, the County delegated to the City certain authorities under the Community Redevelopment Act of 1969, Chapter 163 of the Florida Statutes, and on or about June 13, 1989, through Broward County Resolution No. 89-1893, the County delegated to the City certain additional authority. On or about December 13, 1988, through Pompano Beach Resolutions Nos. 89-27 and 89-45, the City created a Community Redevelopment Agency consisting of certain property in the northwest region of the City (the "Northwest District").

B. By Interlocal Cooperation Agreement between the County, the City, and the CRA, dated December 4, 2001 ("East District Interlocal Agreement"), a separate region was included within the CRA consisting of certain property in the eastern and beach portion of the City (the "East District"). Although the East District is a geographical region within the CRA, nothing in this Agreement is intended to affect the East District (except for the modification to Broward County Resolution No. 80-534 pursuant to Section 2.2 of this Agreement).

C. In 1999, following extensive discussions between the County and the municipalities within Broward County, the County adopted County Resolution 1999-1398, which included a requirement in the Broward County Administrative Code that prior County approval is required for any modification of a redevelopment plan by a community redevelopment agency where such modification involves a boundary change, an extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment. The County contended that these actions applied to the Northwest District, but the City and the CRA disagreed.

D. The Northwest District of the CRA was originally scheduled to terminate on December 31, 2019. However, the CRA has been increasingly active in the Northwest District in the last several years. The CRA has identified specific redevelopment projects that, if implemented, the City and CRA believe will significantly reduce slum and blight in the Northwest District. The City and the CRA believe that these additional projects require a longer term to complete beyond December 31, 2019.

E. In 2010, subsequent to the adoption of Resolution 1999-1398, the City and the CRA took action purporting to extend the term of the Northwest District of the CRA without prior County approval. The County contended that the attempted extension was ineffective, but the City and the CRA disagreed.

F. On January 14, 2014, the County adopted County Resolution 2014-25, which expressly stated that any delegation to any municipality or other entity within Broward County was revoked to the extent inconsistent with Resolution 1999-1398, and that prior County approval was required for any modification of a redevelopment plan of any community redevelopment agency where such modification involves a boundary change, an extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment. The County asserts that Resolution 2014-25 confirmed the impact of Resolution 1999-1398. The City and the CRA have disputed the legal effect of Resolution 2014-25.

G. In 2014, after complying with the requirements of Florida Statutes Chapter 164, the City and the CRA filed a lawsuit against the County, and the County filed a counterclaim against the City and the CRA, in an action titled *Pompano Beach Community Redevelopment Agency, et al. v. Broward County*, Case No. 14-009654 (18) (Broward Cir. Ct.) (the "Litigation"). After extensive discovery and motion practice in the Litigation, the Parties have agreed to resolve this dispute in order to maximize the efficacy of their collective tax dollars to remedy slum and blight in the Northwest District of the CRA.

H. The Parties acknowledge that the terms of Broward County Resolution No. 80-534 and the actions taken by the City and CRA in 2010 are unique to the City and the CRA, and that, but for the fact that the City's and the CRA's actions purporting to extend the duration of the Northwest District occurred prior to the adoption of Broward County Resolution 2014-025, the City's and the CRA's claim would have been substantially diminished as compared to the claim actually asserted in the Litigation and now being resolved pursuant to this Agreement.

I. The Parties believe they have reached a settlement that is in the best interests of all Parties as well as the affected citizens and taxpayers. The purpose of this settlement is to allow the Parties to reallocate and maximize the tax dollars that can be allocated to the remediation of slum and blight in the Northwest District of the CRA.

J. The County, the City, and the CRA desire to resolve the Litigation and all claims asserted therein, including all claims that were or could have been raised in the Litigation relating to the Resolutions authorizing the creation of and delegating certain authorities to the CRA, as well as to collaboratively support and collectively fund specific development projects in geographical areas within the City affected by slum and blight.

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

ARTICLE 1. DEFINITIONS

1.1 Annual Funding. The monies to be paid by the Participating Taxing Authorities to the CRA pursuant to Section 2.5 and to be used solely for Approved Projects.

1.2 Approved Projects. The projects identified on **Exhibit 1** hereto, including as modified pursuant to Section 2.9 of this Agreement.

1.3 CRA Redevelopment Plan. The redevelopment plan for the Northwest District of the CRA.

1.4 Effective Date. The day on which this Agreement is executed by the last of the Parties, provided that day is on or before August 20, 2018.

1.5 Extension Period. The period of time from January 1, 2020 until December 31, 2040.

1.6 Participating Taxing Authorities. The County, the Hospital District, and the CSC. For clarity, the term "Participating Taxing Authorities" does not include the City.

1.7 Project Funding. The monies to be paid by the Participating Taxing Authorities to the CRA pursuant to Section 2.4 and to be used solely for Approved Projects.

1.8 TIF Obligation(s). Any and all amounts that the applicable taxing authority would be obligated to pay to the redevelopment trust fund of the CRA relating to the Northwest District pursuant to Section 163.387. The TIF Obligation for any given year refers to the amount due for that fiscal year, rather than the amount paid within that fiscal year: e.g., the fiscal year 2019 TIF Obligation is the tax increment obligation owed for the time period October 1, 2018 through September 30, 2019, although that amount may be paid on or before December 31, 2019.

ARTICLE 2. TERMS AND CONDITIONS

2.1 Northwest District. The Parties agree that this Agreement governs the Parties' respective rights and obligations relating to any and all TIF Obligations of the Parties with respect to the Northwest District.

2.2 Term Modification. Within sixty (60) days after the Effective Date of this Agreement, the County and the City will respectively adopt the Resolutions in substantially the form attached hereto as **Exhibit 2** and **Exhibit 3**, approving an extension of the term of the CRA for the Northwest District for the Extension Period, and, *nunc pro tunc*, authorizing the City to create the CRA, to issue bonds, and to delegate powers from the City to the CRA that were delegated by the County to the City, and affirming that the CRA was properly created, has the power to issue bonds, has the power delegated from the City, and is in full force and effect. Within sixty (60) days after the adoption of the referenced County and City Resolutions, the City and the CRA will approve an amendment to the CRA Redevelopment Plan that will expressly incorporate the terms of this Agreement and specify that the Northwest District shall terminate on or before December

31, 2040. In no event shall the City or the CRA extend the duration of the Northwest CRA beyond December 31, 2040, without formal written approval by the County Commission.

2.3 Northwest District TIF Obligations. All TIF Obligations of the Participating Taxing Authorities pertaining to the Northwest District of the CRA shall cease after the payment of their respective TIF Obligation for the fiscal year 2019, which amount is due to the CRA on or before December 31, 2019. Thereafter, the Participating Taxing Authorities shall not be obligated to pay any TIF Obligations to the CRA whatsoever for the Northwest District. All TIF Obligations of the City pertaining to the Northwest District of the CRA shall be unaffected by this Agreement, and shall continue in accordance with Section 163.387, Florida Statutes, throughout the remainder of the duration of the CRA, unless sooner terminated pursuant to an agreement between the City and the CRA.

2.4 Project Funding. In addition to the TIF Obligations for fiscal years 2018 and 2019 referenced in Section 2.3, the Participating Taxing Authorities shall pay to the CRA the amount of Seven Million Dollars ($7,000,000) in Project Funding, which shall be paid to the CRA in the following amounts: $5,200,000 on or before December 31, 2020; and $1,800,000 on or before December 31, 2021. The Project Funding stated in this Section 2.4 shall be funded by the Participating Taxing Authorities as stated in Section 2.7. The Project Funding shall be utilized by the CRA solely for Approved Projects. In no event shall any portion of the Project Funding be utilized, pledged, loaned, transferred, allocated, or appropriated to any project or activity other than an Approved Project.

2.5 Annual Funding. The Participating Taxing Authorities shall pay to the CRA the amount of One Million Five Hundred Thousand ($1,500,000) on an annual basis for a total of four (4) years, with the first payment due on or before December 31, 2021, and the last payment due on or before December 31, 2024. The Participating Taxing Authorities shall also pay to the CRA one additional annual payment in the amount of Seven Hundred Fifty Thousand Dollars ($750,000) on or before December 31, 2025. The Annual Funding stated in this Section 2.5 shall be funded by the Participating Taxing Authorities as stated in Section 2.7. The Annual Funding shall be utilized by the CRA solely for Approved Projects. In no event shall any portion of the Annual Funding be utilized, pledged, loaned, transferred, allocated, or appropriated to any project or activity other than an Approved Project.

2.6 Residential District Funding. To address residential slum and blight in the Northwest District, the County will provide funding in the amount of Ten Million Dollars ($10,000,000) ("Residential District Funding"), which funds shall be possessed, controlled, and disbursed by the County, to directly eliminate residential slum and blight in the residential area within the geographical region that comprises the Northwest District ("Residential District"). These funds shall be used for projects that will improve the Residential District and remediate slum and blight. These amounts shall be funded by the County in accordance with the Funding Schedule in Section 2.7 below, and shall be fully expended or encumbered by December 31, 2025.

2.6.1 Residential District Advisory Board. The County shall create a nine-person advisory board (the "Residential District Advisory Board") to advise and recommend

projects to the County that may be funded by the Residential District Funding and that will improve the Residential District. Up to three members of the Residential Advisory Board may be County Commissioners, which shall include (a) the County Commissioner who represents the County Commission District that encompasses the Residential District and (b) a County Commissioner significantly familiar with the needs of the Residential District. The remaining members of the Residential District Advisory Board shall be at-large members appointed by the County Commission, each of whom must be either a resident of the Residential District or a full-time employee of a religious, cultural, or social services entity that primarily serves residents in the Residential District, but no appointed at-large member may be or may have been within the past 5 years either an employee or vendor of the City or the CRA, or a family member of any current board member of the City or the CRA.

2.6.2 Project Recommendations. The Residential District Advisory Board shall recommend projects to be performed by the County within the Residential District. Such recommendations are advisory only, and are not binding on the County. The County may impose any additional terms on the use or expenditure of the funds that the County determines are beneficial to the CRA or the residents of the CRA.

2.7 Funding by Participating Taxing Authorities.

2.7.1 Hospital District Funding. The Hospital District will pay to the CRA the amounts listed in the Funding Schedule in Section 2.7.4 as the "Hospital District Share" in accordance with the timing listed therein.

2.7.2 CSC Funding. The CSC will pay to the CRA the amounts listed in the Funding Schedule in Section 2.7.4 as the "CSC Share" in accordance with the timing listed therein.

2.7.3 County Funding. The County shall pay to the CRA the amounts listed in the Funding Schedule in Section 2.7.4 as the "County Share" in accordance with the timing listed therein. For clarity, the Residential District Funding listed in Section 2.7.4 is possessed, controlled, and disbursed by the County pursuant to Section 2.6, and not included in the calculation pursuant to this Section 2.7.3.

2.7.4 Funding Schedule. The amounts due to the CRA under this Agreement shall be paid in accordance with the following Funding Schedule:

Funding Schedule

Payment Deadline	Residential District Funding[1]	Project Funding	Annual Funding	County Share	Hospital District Share	CSC Share	Total
12/31/20	--	5.2M		3.85M	1M	350K	5.2M
12/31/21	2.1M	1.8M	1.5M	1.95M	1M	350K	5.4M
12/31/22	2.7M	--	1.5M	450K	750K	300K	4.2M
12/31/23	2.6M	--	1.5M	450K	750K	300K	4.1M
12/31/24	2.6M	--	1.5M	450K	750K	300K	4.1M
12/31/25	--	--	750k	375K	275K	100K	750k
TOTAL	**10M**	**7M**	**6.75M**	**7.525M**	**4.525M**	**1.7M**	**23.75M**

2.7.5 Pursuant to this Funding Schedule, the CRA shall receive a total of Thirteen Million Seven Hundred Fifty Thousand Dollars ($13,750,000) (shown in the columns "Project Funding" and "Annual Funding") during the Extension Period from the Participating Taxing Authorities. All such amounts shall be utilized by the CRA only for Approved Projects.

2.8 Annual Audits. The CRA will obtain an annual, independent audit of the CRA redevelopment trust fund by an independent auditing firm (which may be the same firm retained by the City for an audit of the City's annual financial report). The scope of the audit opinion will expressly include auditing the CRA's compliance with Section 163.387, Florida Statutes. The Project Funding and Annual Funding paid by any Party to this Agreement shall not be considered TIF Obligations and are not subject to the requirements of Section 163.387(7), Florida Statutes.

2.9 Modifications to Approved Projects List. If requested by the CRA, the County Administrator, the City Manager, and the Executive Director of the CRA, or their respective designees, will periodically review the list of Approved Projects to determine if any modifications should be made to the list. Upon written approval of the aforementioned representatives of a modified list of Approved Projects, the modified list shall be deemed to automatically replace Exhibit 1 hereto as of the commencement of the next fiscal year (or on such date as otherwise agreed to in writing by all of the representatives).

2.10 Compliance with Redevelopment Act of 1969. The Parties agree and stipulate that the provisions of this Agreement are in accord with and constitute full satisfaction of the Participating Taxing Authorities' TIF Obligations for the Northwest District of the CRA under the Redevelopment Act of 1969 (the "Act"), Florida Statutes Section 163.330 et seq., for the Extension Period. The Parties agree and stipulate that the provisions of this Agreement shall be construed in order that the payments made pursuant to this Agreement shall fully satisfy the TIF

[1] Residential District Funding is not paid to the CRA, and is possessed, controlled, and disbursed solely by the County pursuant to Section 2.6. The inclusion of Residential District Funding in this Funding Schedule is for informational purposes only.

Obligations of the Participating Taxing Authorities that would otherwise be due to the Northwest District redevelopment trust fund for the Extension Period. The Parties agree and stipulate that this Agreement constitutes an interlocal agreement containing alternate provisions between the taxing authorities and the governing body that created the CRA, and therefore supersedes the Act and the provisions of Florida Statutes Section 163.387. Notwithstanding any contrary provision in the Act, including without limitation Section 163.387(3)(a), the Participating Taxing Authorities shall not be obligated to fund the CRA or the redevelopment trust fund for the Northwest District after December 31, 2019, except as expressly stated herein, and in the event the City or the CRA undertakes or obligates any loan, advance, bond, or other indebtedness, the City and the CRA shall be solely responsible for any such loan, advance, indebtedness, bond, and any associated fees or interest, and any such loan, advance, bond, or other indebtedness shall have no affect or impose any obligation upon the Participating Taxing Authorities. In the event any court or governmental body determines that the provisions of this Agreement are not in compliance with the Act or that any provision of this Agreement is invalid or unenforceable, or to the extent otherwise necessary to effectuate the purposes of this Agreement, then the Parties agree and stipulate that the Agreement shall be construed or reformed to the extent necessary to meet the intent of the Parties as stated herein.

2.11 Broward County Administrative Code Application. The Parties agree and stipulate that at least as of January 14, 2014 (which is the adoption date of Broward County Resolution 2014-025), Broward County Administrative Code Section 18.87 is binding on the City and the CRA and prior written approval of the County is required for any modification of a redevelopment plan where such modification involves a boundary change, extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment.

2.12 Dismissal of Litigation and Full Release. Within five (5) business days after the Effective Date, the parties to the Litigation will file a joint motion to dismiss the Litigation in its entirety, including all claims asserted by any party to the Litigation by way of complaint or counterclaim, with prejudice. By entering into this Agreement, each Party hereby knowingly and voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which it may have against any other Party to this Agreement at any time prior to the Effective Date of this Agreement, relating to the claims asserted in the Litigation, including without limitation all claims relating to the authorities of the City or the CRA and all claims regarding compliance with Section 163.387(7), Florida Statutes, for all time periods prior to the Effective Date of this Agreement.

ARTICLE 3. MISCELLANEOUS

3.1 Effective Date; Time is of the Essence. The Agreement shall become effective as of the Effective Date, provided that the Effective Date is on or before August 20, 2018. In the event this Agreement is not fully executed on or before August 20, 2018, by an authorized representative of each of the Parties, namely the County, the City, the CRA, the Hospital District, and the CSC,

this Agreement shall by null and void and of no force or effect. Time is of the essence for all performance required under this Agreement.

3.2 Termination; Breach; Challenge. This Agreement may not be terminated for cause or for convenience. The sole and exclusive remedies for any breach of this Agreement shall be specific performance or injunctive relief. In the event of a breach of this Agreement, the Parties agree and stipulate that the Agreement shall continue in full force and effect as to the other Parties, and further agree and stipulate that the nonbreaching Party or Parties are entitled, at their election, to specific enforcement of the terms of this Agreement, and the Parties expressly agree and stipulate that the Agreement is valid and enforceable, fair and just in all its terms, and that damages resulting from a breach of this Agreement are sufficiently uncertain and indefinite that specific performance is an appropriate equitable remedy. In the event of an action by the City or the CRA for nonpayment against a breaching Party, the other Participating Taxing Authorities shall provide any cooperation reasonably requested, but in no event shall any Participating Taxing Authority be responsible for any payment obligation in excess of the total amount stated as that entity's share in Section 2.7.4 and, if applicable, Section 2.6.

3.3 Third Party Beneficiaries. The Parties expressly agree and stipulate that the there are no third party beneficiaries under this Agreement.

3.4 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:
Broward County Administrator
Attn: Bertha Henry
115 S. Andrews Ave., Suite 409
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org (with copy to ameyers@broward.org)

NOTICE TO CITY:
City of Pompano Beach
Attn: City Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Email address: greg.harrison@copbfl.com

NOTICE TO CRA:
Pompano Beach Community Redevelopment Agency
Attn: Executive Director
100 West Atlantic Boulevard
2nd Floor Suite 276
Pompano Beach, FL 33060
Email address: greg.harrison@copbfl.com

NOTICE TO HOSPITAL DISTRICT:
North Broward Hospital District
Attn: General Counsel
1800 NW 49th Street
Fort Lauderdale, FL 33309
Email address: lmbarrett@browardhealth.org

NOTICE TO CSC:
Children's Services Council of Broward County
Attn: President & CEO
6600 West Commercial Blvd
Lauderhill, Florida 33319
Email address: carenberg@cscbroward.org

3.5 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

3.6 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

3.7 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

3.8 Amendments. Except as otherwise expressly stated herein, no modification or amendment to this Agreement shall be effective unless it is in writing and executed by the governing bodies of each party.

3.9 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.10 Integrated Agreement. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

3.11 Sovereign Immunity. Except to the extent execution of this Agreement may be deemed a limited waiver under applicable law, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County, the City, the CRA, the Hospital District, or the CSC, to the extent sovereign immunity may be applicable.

3.12 Successors and Assigns. This Agreement is intended to be binding on each party's successors and assigns.

3.13 Counterparts. This Agreement may be executed in multiple originals, and 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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 _____, 2018; the CITY OF POMPANO BEACH, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same; the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, signing by and through its _____, duly authorized to execute same; the NORTH BROWARD HOSPITAL DISTRICT, signing by and through its _____, duly authorized to execute same; and the CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

_____
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

_____ day of _____, 2018

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
2018-06-29 Pompano Beach CRA Interlocal Agreement
6/29/18
#294278.8

INTERLOCAL AGREEMENT REGARDING THE
CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

CITY

ATTEST:

CITY OF POMPANO BEACH

_____
CITY CLERK

By: _____
CITY MAYOR

_____
Print Name

_____ day of _____, 2018

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Pompano Beach, Florida only:

_____
CITY ATTORNEY

INTERLOCAL AGREEMENT REGARDING THE
CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

CRA

ATTEST:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

_____
SECRETARY

By: _____

_____ day of _____, 2018

APPROVED AS TO FORM & LEGALITY
For the use and reliance of the
Pompano Beach Community Redevelopment
Agency only:

_____
CRA ATTORNEY

INTERLOCAL AGREEMENT REGARDING THE
CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

NORTH BROWARD HOSPITAL DISTRICT

ATTEST:

NORTH BROWARD HOSPITAL DISTRICT

_____
CITY CLERK

By: _____
CHAIR or VICE-CHAIR

_____
Print Name

_____ day of _____, 2018

APPROVED AS TO FORM & LEGALITY:

_____
GENERAL COUNSEL

INTERLOCAL AGREEMENT REGARDING THE
CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY

ATTEST:

Children's Services Council of Broward County

_____
CITY CLERK

By: _____
DIRECTOR

_____
Print Name

_____ day of _____, 2018

APPROVED AS TO FORM & LEGALITY:

_____
GENERAL COUNSEL

EXHIBIT 1
Approved Projects

The following projects constitute "Approved Projects":

A. MLK Blvd. Streetscape (NW 6th Ave to I-95 Underpass & Old Town)
B. Downtown District Infrastructure (Drainage System/Intersections)
C. 8 Acre Site – Infrastructure (Southside of MLK, E. of NW 6 Ave, W. of Dixie) (Underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
D. Dixie/Atlantic Infrastructure (Intersection of Dixie Highway & Atlantic Blvd.) (Underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
E. MLK/Gateway Infrastructure (MLK / Dixie Hwy / NW 2 Ave / NW 3 Ave.) (Underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
F. MLK Commercial Center 1 (MLK Blvd. / NW 7 Ave.) (Site preparation, underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
G. MLK Commercial Center 2 (MLK Blvd. / NW 8 Ave.) (Site preparation, underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
H. 370 Mixed-Use Infrastructure (NE corner of NE 3 St & Flagler Ave.) (Underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
I. Avondale Improvements (Southwest corner Atlantic Blvd & Dixie Hwy.) (Underground utilities, drainage, streetscape/landscaping/lighting/sidewalk, garage/parking)
J. Residential gap financing for affordable housing
K. Project(s) up to $300,000 annually that the Children's Services Council of Broward County has approved as having a significant or primary benefit to children.
L. Any project that (1) meets at least one of the Additional Qualifying Criteria listed below *and* (2) does not fall within any of the Disqualifying Criteria. To the extent the project is part of a larger project, any other project or portion of the larger project must be independently qualified.

<u>Additional Qualifying Criteria</u>

1. Actual expenses for planning, designing, or implementing horizontal infrastructure (i.e., drainage, wastewater, water supply, solid waste, lighting, paving, bridges, roadways, canals, or transportation)
2. Affordable housing design and construction
3. Public transit design and construction
4. Acquisition of real property for a specifically-identified project that meets at least one of the Qualifying Criteria Nos. 1-3 above.
5. Specific projects (up to a total of $300,000 annual expenditures) approved by the CSC as a project that will help enhance the lives of children in Broward County and help empower them to become responsible, productive adults
6. Specific projects approved by the governing bodies of both the City and the County

Disqualifying Criteria

1. Administrative or overhead expenses
2. Acquisition of real property except as permitted by Qualifying Criteria No. 4
3. Repayment of principal, interest, or other debt or financing
4. Marketing or advertising
5. Special events, community programs, or holiday programming
6. Security (including equipment, staffing, and technology)
7. Projects that will not be completed within five (5) years from the date any funding is first appropriated or allocated to the project

EXHIBIT 2

RESOLUTION NO. 2018-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE TERM OF THE NORTHWEST DISTRICT OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE CREATION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND DELEGATING CERTAIN AUTHORITIES, *NUNC PRO TUNC*; AUTHORIZING THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE NORTHWEST DISTRICT OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on or about October 14, 1980, through Broward County Resolution No. 80-534, Broward County (the "County") delegated to the City of Pompano Beach (the "City") certain authorities under the Community Redevelopment Act of 1969 (the "Act"), Chapter 163, Florida Statutes; and

WHEREAS, on or about December 13, 1988, through Pompano Beach Ordinance No. 89-27 and Resolution No. 89-45, the City created a Community Redevelopment Agency (the "CRA") consisting of certain property in the northwest region of the City (the "Northwest District"); and

WHEREAS, on or about June 13, 1989, through Broward County Resolution No. 89-1893, the County delegated to the City certain additional authority under the Act; and

WHEREAS, by Interlocal Cooperation Agreement between the County, the City, and the CRA, dated December 4, 2001, a separate region was included within the CRA consisting of certain property in the eastern and beach portion of the City (the "East District"); and

WHEREAS, in 1999, following extensive discussions between the County and municipalities within Broward County, the County adopted County Resolution 1999-1398, which expressly established a Broward County Administrative Code requirement that prior County approval is required for any modification of a redevelopment plan by a community redevelopment agency where such modification involves a boundary change, an extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment; and

WHEREAS, on January 14, 2014, the County adopted County Resolution 2014-25, which expressly clarified that any delegation to any municipality or other entity within Broward County was revoked to the extent inconsistent with Resolution 1999-1398, and that prior County approval was required for any modification of a redevelopment plan of any community redevelopment agency where such modification involves a boundary change, an extension to the term of the redevelopment plan involving the continuing contribution by the taxing authorities, or a change of such magnitude as would require a County or municipal land use plan amendment; and

WHEREAS, the City and the CRA filed a lawsuit against the County in an action titled *Pompano Beach Community Redevelopment Agency, et al. v. Broward County*, Case No. 14-009654 (18) (Broward Cir. Ct.) (the "Litigation"), seeking a declaration as to the authority of the City and the CRA to extend the term of the CRA for the Northwest District; and

WHEREAS, after extensive discovery and motion practice in the Litigation, the Parties agreed to resolve their dispute in order to maximize the efficacy of their collective tax dollars to remedy slum and blight in the Northwest District of the CRA by

collaboratively supporting and collectively funding specific development projects in geographical areas within the City that are affected by slum and blight; and

WHEREAS, the Northwest District of the CRA was originally scheduled to terminate on or before December 31, 2019, but the County, the City, and the CRA believe that specific redevelopment projects, if implemented, will significantly reduce slum and blight in the Northwest District, and the City and the CRA believe that these additional projects require a longer term to complete beyond December 31, 2019, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The delegations by the Broward County Board of County Commissioners (the "Board"), pursuant to Broward County Resolution Nos. 80-534 and No. 89-1893, of the following powers under the Community Redevelopment Act of 1969, Sections 163.330 through 163.463, Florida Statutes, to the City Commission of the City of Pompano Beach, Florida (the "City"), are hereby reaffirmed and ratified, *nunc pro tunc*:

(a) The power to create a community redevelopment agency;

(b) The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area for redevelopment project(s), and to hold any public hearings required with respect thereto;

(c) The power to delegate to the community redevelopment agency created by the City any authority granted herein to the City;

(d) The power to adopt community redevelopment plans and modify same, provided that prior County approval is required for any modification of a redevelopment plan of any community redevelopment agency where such modification involves a boundary change, an extension to the term of the redevelopment plan involving the continuing contribution by any the taxing authority, or a change of such magnitude as would require a County or municipal land use plan amendment;

(e) All powers conferred by Section 163.370, Florida Statutes;

(f) All powers as to the disposal of property in community redevelopment areas conferred by Section 163.380, Florida Statutes;

(g) The power to determine areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly; and

(h) The power to issue bonds pursuant to Section 163.385, Florida Statutes.

Section 2. The Board hereby affirms that the Pompano Beach Community Redevelopment Agency was properly created, has the specific powers delegated to it by the City, and is in full force and effect.

Section 3. The County hereby authorizes the City to extend, and to authorize the CRA to amend the redevelopment plan to extend, the duration of the Northwest District of the CRA for an additional period through and including December 31, 2040, provided that in no event shall any taxing authority other than the City have any tax increment financing obligation under Section 163.387, Florida Statutes, to fund or otherwise appropriate any funds to the redevelopment trust fund of the CRA for the Northwest District after December 31, 2019. In no event shall the duration of the Northwest District of the CRA continue beyond December 31, 2040.

Section 4. Nothing in this Resolution shall have any effect upon the funding obligations of any entity with respect to the East District of the CRA, for which the funding obligations of the County are governed by Interlocal Cooperation Agreement between the County, the City, and the CRA, dated December 4, 2001.

Section 5. The terms and conditions of the Interlocal Agreement Regarding the City of Pompano Beach Community Redevelopment Agency, approved by the County by Board action on _____, 2018, are incorporated as if fully set forth herein.

Section 6. SEVERABILITY.

If any portion of this Resolution is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any Court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 7. EFFECTIVE DATE.

This Resolution shall become effective upon adoption.

ADOPTED this day of , 2018.

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

By /s/ 00/00/00
René D. Harrod (date)
Deputy County Attorney

RDH/ab
05/07/2018
#297259.1

EXHIBIT 3

RESOLUTION NO. 2018-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RATIFYING AND AFFIRMING THE ACTIONS OF THE CITY REGARDING THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY AND AFFIRMING THE AMENDMENT OF THE REDEVELOPMENT PLAN FOR THE NORTHWEST DISTRICT *NUNC PRO TUNC*; PROVIDING FOR A TERMINATION DATE OF THE NORTHWEST DISTRICT OF THE COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on or about October 14, 1980, through Broward County Resolution No. 80-534, Broward County (the "County") delegated to the City of Pompano Beach (the "City") certain authorities under the Community Redevelopment Act of 1969 (the "Act"), Chapter 163, Florida Statutes; and

WHEREAS, on or about June 13, 1989, through Broward County Resolution No. 89-1893, the County delegated to the City certain additional authority under the Act; and

WHEREAS, on or about December 13, 1988, through Pompano Beach Ordinance No. 89-27 and Resolution No. 89-45, the City created a Community Redevelopment Agency (the "CRA") and the northwest geographical region of the CRA (the "Northwest District"); and

WHEREAS, the County has reaffirmed and ratified the delegation of certain powers under the Act to the City, *nunc pro tunc*, including delegating authority to the City to further delegate such powers to the CRA; now, therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The actions and delegations by the City of Pompano Beach set forth in Ordinance No. 89-27 and Resolution No. 89-45, and all other actions of the City relating to the Pompano Beach Community Redevelopment Agency, including adoption and approval of the community redevelopment plan as set forth in Ordinance No. 2011-9, are hereby reaffirmed and ratified, *nunc pro tunc*, subject to the terms and conditions of the Interlocal Agreement Regarding the City of Pompano Beach Community Redevelopment Agency, dated _____, 2018 ("Interlocal Agreement"), which is adopted and incorporated as if fully set forth herein.

SECTION 2. To the extent of any conflict between any Ordinance, Resolution, or action by the City or the Pompano Beach Community Redevelopment Agency and the terms and conditions of the Interlocal Agreement, the terms of the Interlocal Agreement shall take precedence and prevail.

SECTION 3. Notwithstanding any provision to the contrary in the Pompano Beach Community Redevelopment Agency redevelopment plan, Chapter 163 of the Florida Statutes, or any Ordinance or Resolution of the City of Pompano Beach or the Pompano Beach Community Redevelopment Agency, no tax increment financing shall be due under Section 163.387, Florida Statutes, after December 31, 2019, for the Northwest District of the Pompano Beach Community Redevelopment Agency from any taxing authority other than the City of Pompano Beach. Nothing in this Resolution shall affect any funding obligation otherwise due from any taxing authority for the East District of the Pompano Beach Community Redevelopment Agency.

SECTION 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution shall be declared to be severable.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this day of , 2018.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK