

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WORTH AND
THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY REGARDING
FORECLOSURE OF PROPERTIES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made this 30th day of October, 2018, by and between the **CITY OF LAKE WORTH**, a Florida Municipal Corporation, (hereinafter referred to as "City"), and the **LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter referred to as "CRA").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units 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 in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, the City has the authority under section 162.09(3), Florida Statutes, to foreclose on code enforcement liens, if after three months from the filing of a lien, the lien remains unpaid; and

WHEREAS, the City has liens on many properties within the established community redevelopment area that qualify for foreclosure; and

WHEREAS, the CRA has an established community redevelopment area and desires to foreclose liens on certain properties within the area for the purpose of acquiring the properties for redevelopment; and

WHEREAS, the City believes that assigning its rights to the CRA to foreclose liens on properties that the CRA wishes to acquire for redevelopment within the community redevelopment area will facilitate and spur redevelopment within the entire City; and

WHEREAS, the City and the CRA find that entering into this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the City of Lake Worth and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the sufficiency of which is agreed to by each party, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein as true and correct.

2. **Purpose.** The purpose of this Agreement is to assign the CRA the right to foreclose on properties within the community redevelopment area of the city that the CRA wishes to acquire for redevelopment.

3. **Terms and Conditions.**

- A. The City hereby assigns its right to foreclose liens on properties within the established community redevelopment area of the city (said map of the area is attached as **Exhibit "A"**), to the CRA for the sole purpose of acquiring the properties for redevelopment. The CRA agrees that it will only foreclose liens on properties that it deems suitable for acquisition for redevelopment purposes. Prior to filing any action to foreclose on a lien, the CRA shall obtain an order from the City's Special Magistrate authorizing the foreclosure of the lien pursuant to Section 2-69(d) of the City's Code of Ordinances.
- B. The CRA shall be responsible for all filing fees, court costs, and attorney's fees incurred in filing any foreclosure action.
- C. Should the CRA proceed with filing a foreclosure action on a property, but subsequently enter into a settlement agreement with the property owner resulting in monies being paid to the CRA, the CRA agrees to pay the City the proceeds minus the CRA's legal fees and costs. In such event, the CRA shall provide detailed invoices and/or receipts of the legal fees and costs to the City. Payment shall be made to the City within thirty (30) days of the CRA being paid the funds from settlement.

4. **Term.** This Agreement shall commence upon execution by both parties and shall continue year to year upon approval of an appropriation by the CRA to continue foreclosures in accordance with this Agreement.

5. **Termination.** This Agreement may be terminated by either party with sixty (60) days prior written notice. In such event, the CRA shall be allowed and/or required to continue with any outstanding foreclosure actions unless the parties establish a different mechanism to dispose of the outstanding actions.

6. **General Provisions.**

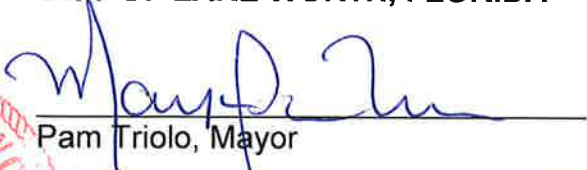
- A. This Agreement shall be filed with the Clerk of the Court for Palm Beach County pursuant to the requirements of section 163.01(11), Florida Statutes.
- B. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

- C. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.
- D. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- E. This Agreement shall not be valid until executed by the representatives of both parties.
- F. For the purposes of notice, the City's representative shall be the City Manager and the CRA's representative shall be the CRA Executive Director.
- G. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
- H. The CRA agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and representatives harmless at all times from and against any and all claims, liability, expenses of every kind and character against and from the City which may arise out of this Agreement. Nothing contained in this Agreement shall be deemed consent by the CRA or the City to waive sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes.
- I. Palm Beach County Office of the Inspector General. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The City and CRA are aware of their obligations and responsibilities under said ordinance.

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

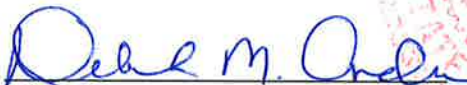
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA


Pam Triolo, Mayor

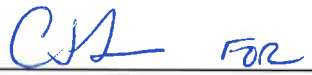
ATTEST

Reviewed and Approved for Execution:


Deborah M. Andrea, City Clerk

 10/31/18
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:


Glen J. Torcivia, City Attorney
/phr

ATTEST:


Joan Oliva, Executive Director

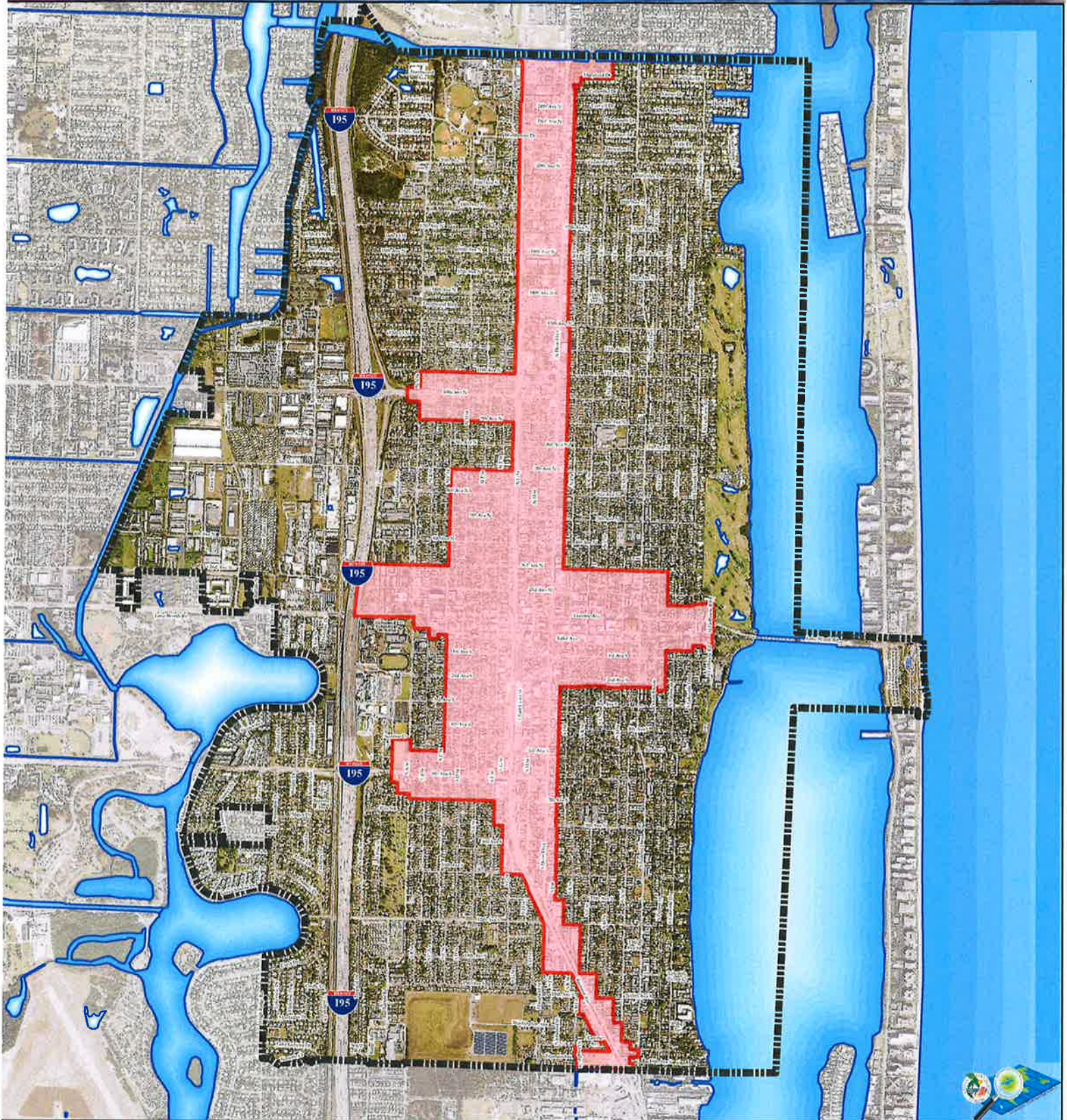
**LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY**


Madlyn McKendry, Chairperson



Community Redevelopment Agency

City of Lake Worth, FL



Map Legend



Interstate 95



CRA Boundary



0 0.13 0.25 0.5 Miles

