

INTERLOCAL AGREEMENT BETWEEN THE HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY BEACH DISTRICT AND THE
CITY OF HOLLYWOOD.

THIS AGREEMENT is made and entered into this _____day of _____, 2024, by and between the Hollywood, Florida Community Redevelopment Agency Beach District, (“CRA”) and the City of Hollywood, a municipal corporation of the State of Florida (“City”).

RECITALS

WHEREAS, the Florida Interlocal Cooperation Act allows local government units to cooperate with other such units on a basis of mutual advantage and thereby to provide services that will accord best with geographic, economic and other factors influencing the needs and development of local communities.

WHEREAS, the CRA was established pursuant to Chapter 163, Florida Statutes, in order to eliminate slum and blight, and encourage redevelopment and revitalization of the CRA areas in accordance with the redevelopment plans of the CRA.

WHEREAS, the Project that is the subject of this agreement (“the Project”) will include but is not be limited to the following:

- Improve the existing drainage system and adjust the profile of the E/W streets to mitigate flooding
- Harmonize the public right-of-way and private property to reduce flooding
- Ensure safety and safe conditions through infrastructure improvements
- Place overhead utility lines underground as a hardening of the utility system
- Improve circulation for pedestrians, bicyclists and motorists
- Reduce traffic congestion by allowing better connectivity to State Road A1A
- Create a safe and resilient environment which stimulates commercial redevelopment and revitalization
- Upgrade the level of service, accessibility and quality of life for residents and visitors

; and

WHEREAS, the Project improvements will mitigate flooding along the local street connectors, improve sunny day flooding by raising the east west streets and harmonizing, creating safe access to and from State Road A1A, Florida Department of Transportation Right-Of-Way; and

WHEREAS, the Project was identified within the 1997 Hollywood Beach

Community Redevelopment Plan, as it promotes redevelopment and eliminates the causes of physical and economic blight; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) has adopted The Resilient Florida Grant Program; and

WHEREAS, the City, on behalf of the CRA, applied for this grant in a total aggregate amount not to exceed \$28,000,000.00; and

WHEREAS, on July 19, 2023, FDEP awarded the City a grant for the Coastal Roadway Resiliency Project in the amount of \$12,200,491; and

WHEREAS, on December 1, 2023, a FDEP Standard Grant Agreement was executed by the State and the City, attached hereto as Exhibit “A”; and

WHEREAS, on July 3, 2024 the City Commission passed and adopted Resolution No. R-2024-230 ratifying the submission of an application to the State Of Florida Department Of Environmental Protection Resilient Florida Grant Program for the Hollywood Coastal Road Resiliency Project Implementing Resiliency and Flood Management improvements for Coastal Economic Vitality, infrastructure hardening and safety implementation for the CRA Phase IV E/W Streetscape from Harrison Street to Magnolia Terrace between State Road A1A and Broadwalk, in an amount up to \$28,000,000.00 with the Required 50% in matching funds contribution from the Hollywood, Florida Community Redevelopment Agency; Authorizing the appropriate City Officials to execute all applicable program documents and agreements; and

WHEREAS, on July 3, 2024, the CRA Board passed and adopted Resolution No. R-CRA-2024-28 authorizing the appropriate CRA Officials to Pursue the FDEP Coastal Resiliency Grant to Improve flooding conditions along the Phase IV East - West Streetscape from Harrison Street to Magnolia Terrace between State Road A1A and the Broadwalk in an amount up to \$28,000,000.00; authorizing 50% matching Funds; further authorizing the appropriate CRA Officials to execute all applicable program documents and agreements; and

WHEREAS, the CRA Executive Director and the City’s Chief Procurement Officer recommend that the CRA Board authorize the appropriate CRA officials to execute an Interlocal Agreement with the City for repayment of the State grant reimbursement to the City for the construction cost paid by the CRA to implement the scope associated with the CRA Phase IV East-West streetscape from Harrison Street to Magnolia Terrace between State Road A1A and the Broadwalk in an amount up to \$12,200,491.00; and

WHEREAS, funding for this project is included in the FY2024 Capital Improvement Plan, and is available in grant expenditure account 163.639901.55200.563010.001884.000.000 and match construction expenditure account 163.639.55200.560003.001884.000.000 in total amount of \$24,400.982.

NOW THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

The above recitals and findings of fact contained in this Agreement are true and correct and incorporated by reference.

This Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01 Florida Statutes, entitled "Florida Interlocal Cooperation Act of 1969," and all applicable provisions of the Act are made a part of this Agreement and incorporated as set forth at length in this Agreement.

ARTICLE 2
PROJECT DESCRIPTION

In accordance with the Florida Departments of Environmental Protection's Standard Grant Agreement between the State and the City of Hollywood, the scope of the Coastal Resiliency project will reconstruct 18 City of Hollywood streets that will allow for the elevation of the roadways (approximately 9,519 linear feet of road) and incorporate infrastructure improvements that include: raising the roadway profile, installing additional drainage structures along 18 east-west streets, replacing roadway asphalt surfaces with pavers and concrete sidewalks with pavers, harmonizing the adjacent properties with the new, higher roadway profile, installing or reconstructing ADA-compliant sidewalks.

ARTICLE 3
CRA CONTRIBUTION TO THE PROJECT

The total grant amount awarded to the City is \$24,400,982, with a 50% match by the Community Redevelopment agency of \$12,200,491.00. Upon completion and acceptance by FDEP of the construction work, the City will receive, on behalf of the CRA, progress reimbursement payments from FDEP in an amount up to \$12,200,491.00.

CRA shall submit all deliverables for each task to FDEP's Grant Manager, who will monitor and verify that all submittals meet all performance measures required by the State, along with Contractor(s) completed project tasks to seek written acceptance by the State.

Upon approval of a reimbursement request, FDEP will pay the City within 30 business days as provided in the term of the executed grant agreement. Between the

City and the State.

The City shall pay the CRA the cost associated with the FDEP Resilient Florida Grant Program project within 30 days of receipt of reimbursement.

ARTICLE 4
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date first written above, and this agreement shall remain in effect until the project is completed.

ARTICLE 5
NOTICE

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

Jorge Camejo, CRA Executive Director
1948 Harrison Street
Hollywood, Florida 33020

with copies to:

Douglas R. Gonzales, General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

AS TO CITY

George R. Keller, Jr.
City Manager
2600 Hollywood Boulevard, Room 421
Hollywood, Florida 33020

with copies to:

Douglas R. Gonzales, City Attorney

2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

ARTICLE 6
JURISDICTION, VENUE AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every 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.

ARTICLE 7
MISCELLANEOUS

THIRD PARTY RIGHT - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CRA and CITY.

WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

ENTIRETY OF THE AGREEMENT – CRA and CITY agree that this Interlocal Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of CRA and CITY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the Hollywood, Florida, Community Redevelopment Agency, by and through its Board, signing by and through its Chair, authorized to execute same by Board action on the day of _____, 2024 and the City, by and through its Commission, signing by and through its Mayor, authorized to execute same on the _____ day of _____, 2024.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales,
City Attorney

HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY, a
dependent special district of the City
of Hollywood

By: _____

Josh Levy
Chair

ATTEST:

By: _____
Phyllis Lewis, Board Secretary

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales,
General Counsel