

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY AND
THE CITY OF HOLLYWOOD
FOR THE KEATING PARK LAND & WATER CONSERVATION FUND GRANT**

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the **CITY OF HOLLYWOOD**, a Florida municipal corporation, ("CITY"), and the **CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY** (consisting of the Downtown District and the Beach District), a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes ("CRA"), (each a "Party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has adopted the Land and Water Conservation Fund Grant Program ("LWCF") to fulfill a bipartisan commitment to safeguard our natural areas, water resources and cultural heritage, and to provide recreation opportunities to all Americans; and

WHEREAS, the Keating Park project ("Project") was identified within the 1997 Hollywood Beach Community Redevelopment Plan as it promotes redevelopment, expands recreational opportunities, and eliminates the causes of physical and economic blight, while improving and enhancing the quality of life to the neighborhood and overall, Beach CRA District; and

WHEREAS, the Community Redevelopment Agency ("CRA") has identified the Project as a Capital Improvement Project; and

WHEREAS, the CRA Board approved the Capital Improvement Plan in September 2023 which included the Project's funding of \$1,500,000.00, supported by resolution R-CRA-2023-39; and

WHEREAS, the CRA submitted an application to the FDEP for the Fiscal Year 2023 – 2024 LWCF grant for the Keating Park project; and

WHEREAS, this project's scope will include but is not be limited to all appropriate scopes of work as it pertains to the LWCF grant guidelines as outlined in the submitted LWCF grant application documents and grant work plan; and

WHEREAS, the Project scope encompasses the restroom structure renovations and implementation of the overall Keating Park masterplan, which will comprise necessary structural remediation efforts, renovating the existing restroom facility, complete interior renovation, including new plumbing fixtures, new louvers and doors, new paint and stucco, pre-cast coquina accents on the base of the façade, doors, and column bases. The renovations also include the installation of two new standing seam metal roofs over the pavilions, educational and ecological components, and implementation of a new dog park; and

WHEREAS, on October 14, 2025 the CRA was awarded LWCF grant funding through FDEP in a total aggregate amount not to exceed \$750,000.00; and

WHEREAS, per resolution R-CRA-2025-47 on November 5, 2025 the CRA Board ratified the submittal of the LWCF grant application and authorized the appropriate CRA officials to accept the award of LWCF grant funding through FDEP in a total aggregate amount not to exceed \$750,000.00; and

WHEREAS, the CRA Executive Director and the City's Director of Financial Services recommend that the CRA Board authorize the appropriate CRA officials to execute an Interlocal Agreement with the City for repayment of the LWCF grant reimbursement to the CRA for the construction cost paid by the CRA to implement the scope of the Project in an amount up to \$750,000.00; and

WHEREAS, this grant requires the CRA to commit minimum matching funds estimated at 50% of total costs for the Project; and

WHEREAS, funding for grant matching expenditure is available in the Beach CRA FY 2025 account number Match Expense Account 163.639901.57200.560003.002032.000.000, Keating Park Project.

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 The Act, and all applicable provisions of Section 163.387 and 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 Keating Park project Scope will include but is not be limited to all appropriate scopes of work as it pertains to the LWCF grant guidelines as outlined in the submitted LWCF grant application documents and grant work plan.

The Keating Park project scope encompasses the restroom structure renovations and implementation of the overall Keating Park masterplan, will comprise of necessary structural remediation efforts, renovating the existing restroom facility, complete interior renovation, including new plumbing fixtures, new louvers and doors, new paint and stucco, pre-cast coquina accents on the base of the façade, doors, and column bases. The renovations also include the installation of two new standing seam metal roofs over the pavilions, educational and ecological components, and implementation of a new dog park.

ARTICLE 3 CRA CONTRIBUTION TO THE PROJECT

The total grant amount awarded to the City is \$750,000.00. Upon completion and acceptance by FDEP of the construction work, the City will receive, on behalf of the CRA, reimbursement payments from FDEP in an amount up to \$750,000.00.

The 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 FDEP, along with Contractor(s) completed project tasks to seek written acceptance by FDEP.

Upon approval of a reimbursement request, FDEP will be required to pay the City as provided in the term of the executed grant agreement between the City and the FDEP.

The City shall pay the CRA the cost associated with the FDEP Land and Water Conservation Fund Grant within 30 days of receipt of reimbursement from FDEP.

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:

George R. Keller, Jr., CPPT,
CRA Executive Director
1948 Harrison Street
Hollywood, Florida 33020

with copies to:

Damaris Henlon, General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

AS TO CITY:

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

with copies to:

Damaris Henlon, 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 _____, 2025 and the City, by and though its Commission, signing by and through its Mayor, authorized to execute same on the _____ day of _____, 2025.

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ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DAMARIS HENLON
CITY ATTORNEY

ATTEST:

PHYLLIS LEWIS
BOARD SECRETARY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DAMARIS HENLON
GENERAL COUNSEL

CITY OF HOLLYWOOD

JOSH LEVY
MAYOR

CITY OF HOLLYWOOD

JOSH LEVY
CHAIR