

RESOLUTION NO. R-2022-061

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE LOCAL FUNDING AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND THE DESIGN OF FOUR STORMWATER PUMP STATIONS LOCATED ON STATE ROAD A1A IN AN ESTIMATED AMOUNT OF \$770,468.00, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY FOR REIMBURSEMENT TO THE DEPARTMENT OF PUBLIC UTILITIES FOR THE COST OF FUNDING THE DESIGN OF THREE STORMWATER PUMP STATIONS LOCATED WITHIN THE CRA BEACH DISTRICT IN AN ESTIMATED AMOUNT OF \$578,763.00.

WHEREAS, State Road A1A ("A1A") is situated on a barrier island that separates the Atlantic Ocean from the Intracoastal Waterway and is designated as a hurricane evacuation route; and

WHEREAS, due to higher tide elevation, daylight flooding is a common occurrence that poses risks to vehicles and pedestrians alike, and the City approached the Florida Department of Transportation ("FDOT") to explore solutions to this ongoing challenge; and

WHEREAS, FDOT engaged the services of a consultant to perform a series of hydraulic studies to determine the cause of the chronic flooding conditions along and adjacent to A1A between Hallandale Beach Boulevard to just North of Dania Beach Boulevard; and

WHEREAS, the corresponding hydraulic study examined the existing conditions and engendered a series of reports that provide alternatives to mitigate the chronic flooding conditions along A1A, and one of the main recommendations of the study is to install four new stormwater pump stations along A1A located at approximately the intersections of Bouganvilla Terrace, and Franklin, Sherman and Van Buren Streets; and

WHEREAS, these pump stations will serve jurisdictions of multiple entities including Broward County, FDOT, the City, and the Hollywood Community Redevelopment Agency Beach District ("CRA"); and

WHEREAS, FDOT is proposing to share the cost of design and construction of the four pump stations with participating entities based on each entity's stormwater contributing area; and

WHEREAS, on November 6, 2020, FDOT programmed funding for the four pump stations on A1A; and

WHEREAS, on June 2, 2021, the City Commission passed and adopted Resolution No. R-2021-140, authorizing the issuance of a letter of Commitment to fund the design and construction of a pump station on A1A located near Franklin Street; and

WHEREAS, the Department of Public Utilities proposes to contribute its share of the cost of funding the design of the pump station located on A1A near Franklin Street and currently estimated at approximately \$191,705.00 (Project Numbers 448576.1) as set forth in the table below; and

WHEREAS, on July 7, 2021, the CRA Board passed and adopted Resolution No. R-CRA-2021-36 approving funding in an amount not to exceed \$3.14 million for the design and construction of three pump stations within the CRA Beach District; and

WHEREAS, the CRA Beach District proposes to share the cost of funding the design of the three pump stations located on A1A near Bouganvilla Terrace and Sherman and Van Buren Streets estimated at \$578,763.00 (Project Numbers 448574.1 and 448577.1) as set forth in the table below:

Proposed Financial Contribution by Project Phase						
Project	Phase	Seawalls (FDOT)	Pumps			
			FDOT	City	County	Total
448574.1	Design	\$ 253,602.34	\$ 85,581.00	\$ 108,924.00	\$ 64,836.00	\$ 259,341.00
	Construction	\$ 632,078.00	\$ 308,150.00	\$ 461,262.00	\$ 274,560.00	\$ 1,043,972.00
	CEI	\$ 82,170.00	\$ 37,896.00	\$ 48,232.00	\$ 28,710.00	\$ 114,838.00
	Total	\$ 967,850.34	\$ 431,627.00	\$ 618,418.00	\$ 368,106.00	\$ 1,418,151.00
448576.1	Design	\$ 207,297.86	\$ 58,575.00	\$ 191,705.00	\$ 15,976.00	\$ 266,256.00
	Construction	\$ 456,364.00	\$ 521,160.00	\$ 2,046,732.00	\$ 170,560.00	\$ 2,738,452.00
	CEI	\$ 77,582.00	\$ 66,270.00	\$ 216,885.00	\$ 18,074.00	\$ 301,229.00
	Total	\$ 741,243.86	\$ 646,005.00	\$ 2,455,322.00	\$ 204,610.00	\$ 3,305,937.00
448577.1	Design	\$ -	\$ 110,209.00	\$ 469,839.00	\$ -	\$ 580,048.00
	Construction	\$ -	\$ 477,348.00	\$ 2,442,008.00	\$ -	\$ 2,919,356.00
	CEI	\$ -	\$ 61,016.00	\$ 260,114.00	\$ -	\$ 321,130.00
	Total	\$ -	\$ 648,573.00	\$ 3,171,961.00	\$ -	\$ 3,820,534.00

; and

WHEREAS, FDOT has requested that the City execute the attached Local Funding Agreements for the funding of the design of the stormwater pump stations located at Franklin Street, Sheridan Street, Van Buren Street and Bouganvilla Terrace for a total cost of 770,468.00; and

WHEREAS, the CRA will reimburse the Department of Public Utilities its share of the design and construction cost in the amount of \$578,763.00 for the three pump stations located within the CRA Beach District by entering into the attached Interlocal Agreement with the City; and

WHEREAS, funding for this project was included in the amended FY2022 Capital Improvement Plan, and is available in account number 443.419901.53800.563010.001489.000.000; and

WHEREAS, the City will include its share of the cost for construction of the four pump stations in its future Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

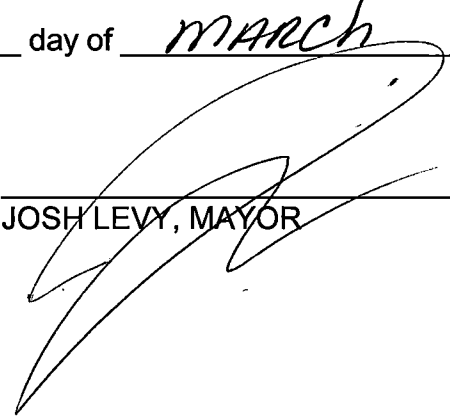
Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached Local Funding Agreements with the Florida Department of Transportation, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That it approves and authorizes the execution, by the appropriate City officials, of the attached Interlocal Agreement with the Hollywood Community Redevelopment Agency Beach District, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

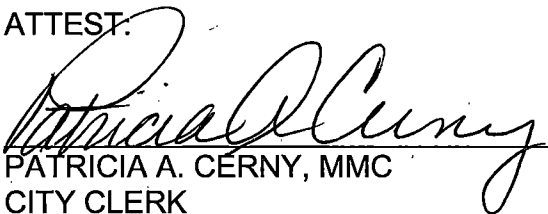
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE LOCAL FUNDING AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO FUND THE DESIGN OF FOUR STORMWATER PUMP STATIONS LOCATED ON STATE ROAD A1A IN AN ESTIMATED AMOUNT OF \$770,468.00, AND APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY FOR REIMBURSEMENT TO THE DEPARTMENT OF PUBLIC UTILITIES FOR THE COST OF FUNDING THE DESIGN OF THREE STORMWATER PUMP STATIONS LOCATED WITHIN THE CRA BEACH DISTRICT IN AN ESTIMATED AMOUNT OF \$578,763.00.

PASSED AND ADOPTED this 2 day of MARCH, 2022.



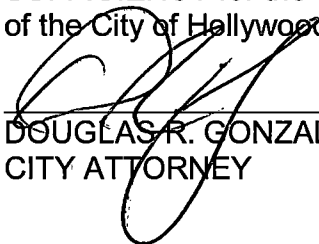
JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Hollywood located at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for the development (design) of a full set of signed and sealed construction plans for the DEPARTMENT's construction of a pump station at SR-A1A from Franklin Street to Desoto Street in Broward County, Florida. (Financial Management (FM) Number 448576-1-32-02, Funded in Fiscal Year 2021/2022) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2021-_____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost for the Project is estimated to be TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$266,256.00). The PARTICIPANT's share of the Project is an estimated amount of ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS (\$191,705.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the PARTICIPANT's share is less than the funds provided, the difference will be refunded to the PARTICIPANT, within ninety (90) days of the DEPARTMENT's receipt of the PARTICIPANT's written request for said refund. In the event the actual cost of the PARTICIPANT's share, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.
- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS (\$191,705.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 448576-1-32-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 448576-1-32-02.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit - Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.
Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 448576-1-32-02.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT shall contact Mr. Kenneth Ward at 850.414.4886. In addition to calling Mr. Ward, the PARTICIPANT shall send an email notification to Mr. Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- (C) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (D) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date,

the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

- (E) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- 6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
- 7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- 8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 448576-1-32-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
- 9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
- 10. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Brad Salisbury, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020
Attn: Vivek Galav, P.E.
Department of Public Utilities
With a copy to: City Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF HOLLYWOOD

Attest:

By _____
Josh Levy, Mayor

____ day of _____, 20____

Patricia A. Cerny, MMC City Clerk

Approved By: _____
David Keller, Interim
Director of Financial Services

APPROVED AS TO FORM AND LEGALITY
SUFFICIENCY for the use and reliance of the
City of Hollywood, Florida, only.

Douglas R. Gonzales,
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____ STEVEN C. BRAUN, P.E. _____
DIRECTOR OF TRANSPORTATION DEVELOPMENT

FDOT LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT "A"
SCOPE OF SERVICES
FM# 448576-1-32-02

The DEPARTMENT's project consists of Pump Station design services. The purpose of the pump station is to provide additional drainage capacity for SR A1A and the surrounding areas. The pump station will improve drainage in the area but may not address all flooding during intense rainfall events; especially when combined with continued sea level rise and extreme tides.

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WITNESSETH

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WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2021-_____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor or designee to enter into this Agreement.

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1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.

5. The total cost for the Project is estimated to be TWO HUNDRED FIFTY NINE THOUSAND THREE HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$259,341.00). The PARTICIPANT's share of the Project is an estimated amount of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$108,924.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the PARTICIPANT's share is less than the funds provided, the difference will be refunded to the PARTICIPANT, within ninety (90) days of the DEPARTMENT's receipt of the PARTICIPANT's written request for said refund. In the event the actual cost of the PARTICIPANT's share, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.
- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$108,924.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

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Fort Lauderdale, Florida 33309-3421

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costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.

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- 6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
- 7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
- 8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 448574-1-32-02) is completed as evidenced by the written acceptance of the DEPARTMENT.
- 9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
- 10. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Brad Salisbury
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood
Community Redevelopment Agency
1948 Harrison Street
Hollywood, Florida 33020
Attn: Sarita Shamah, PE
With a copy to: County Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF HOLLYWOOD

Attest:

By _____
Josh Levy, Mayor

____ day of _____, 20____

Patricia A. Cerny, MMC City Clerk

Approved By: _____
David Keller, Interim
Director of Financial Services

APPROVED AS TO FORM AND LEGALITY
SUFFICIENCY for the use and reliance of the
City of Hollywood, Florida, only.

Douglas R. Gonzales,
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____ STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

FDOT LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT "A"
SCOPE OF SERVICES
FM# 448574-1-32-02

The DEPARTMENT's project consists of Pump Station design services. The purpose of the pump station is to provide additional drainage capacity for SR A1A and the surrounding areas. The pump station will improve drainage in the area but may not address all flooding during intense rainfall events; especially when combined with continued sea level rise and extreme tides.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and City of Hollywood located at 2600 Hollywood Boulevard, Hollywood, Florida 33020, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT provide additional financial assistance to the DEPARTMENT for the development (design) of a full set of signed and sealed construction plans for the DEPARTMENT's construction of two pump stations at SR-A1A from Bouganvilla Terrace to Harrison Street in Broward County, Florida. (Financial Management (FM) Number 448577-1-32-01, Funded in Fiscal Year 2021/2022) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the PARTICIPANT by Resolution No. 2021-_____ dated the _____ day of _____ 20_____, a copy of which is attached hereto and made a part hereof, authorizes the Mayor or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no extra cost.
4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the PARTICIPANT input in its decisions.
5. The total cost for the Project is estimated to be FIVE HUNDRED EIGHTY THOUSAND FORTY EIGHT DOLLARS AND NO CENTS (\$580,048.00). The PARTICIPANT's share of the Project is an estimated amount of FOUR HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS AND NO CENTS (\$469,839.00), which

sum shall be paid to the DEPARTMENT. In the event the actual cost of the PARTICIPANT's share is less than the funds provided, the difference will be refunded to the PARTICIPANT, within ninety (90) days of the DEPARTMENT's receipt of the PARTICIPANT's written request for said refund. In the event the actual cost of the PARTICIPANT's share, without modifications, results in a sum greater than that paid by the PARTICIPANT, then such sum shall be the sole responsibility of the PARTICIPANT and shall be paid to the DEPARTMENT.

- (A) The PARTICIPANT agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of FOUR HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS AND NO CENTS (\$469,839.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 448577-1-32-01. The DEPARTMENT shall utilize this amount towards costs of Project No. 448577-1-32-01.

Payment shall be mailed to:
Florida Department of Transportation
Program Management Unit - Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In lieu of mailing payment to the DEPARTMENT, the PARTICIPANT may also submit the payment for the Project via wire transfer.
Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 448577-1-32-01.

In order for the DEPARTMENT to receive credit for the funds due to the DEPARTMENT, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the PARTICIPANT shall contact Mr. Kenneth Ward at 850.414.4886. In addition to calling Mr. Ward, please send an email notification to Mr. Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

- (B) If the Project costs are in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the additional time could delay the Project, and additional costs at the PARTICIPANT's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.
- (C) Should Project modifications occur that increase the PARTICIPANT's payment for the Project costs, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the PARTICIPANT fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.
- (D) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Consultant. The DEPARTMENT considers the Project complete when the final payment has been made to the Consultant, not when the design work is complete. All Project cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- (E) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional

amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.

6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project (FM# 448577-1-32-01) is completed as evidenced by the written acceptance of the DEPARTMENT.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
10. The PARTICIPANT / Vendor/ Contractor:
 - (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT / Vendor/ Contractor during the term of the contract; and
 - (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Brad Salisbury, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Hollywood
Community Redevelopment Agency
1948 Harrison Street
Hollywood, Florida 33020
Attn: Sarita Shamah, P.E.
With a copy to: City Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF HOLLYWOOD

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

FDOT LEGAL REVIEW:

CITY CLERK (SEAL)

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM:

APPROVED:

BY: _____
CITY ATTORNEY

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

EXHIBIT "A"
SCOPE OF SERVICES
FM# 448577-1-32-01

The DEPARTMENT's project consists of Pump Station design services. The purpose of the pump station is to provide additional drainage capacity for SR A1A and the surrounding areas. The pump station will improve drainage in the area but may not address all flooding during intense rainfall events; especially when combined with continued sea level rise and extreme tides.

INTERLOCAL AGREEMENT BETWEEN THE HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY BEACH DISTRICT AND
THE CITY OF HOLLYWOOD FOR FUNDING PARTICIPATION
RELATED TO DESIGN OF PUMP STATIONS LOCATED ALONG SR
A1A BETWEEN SHERIDAN STREET AND BOUGANVILLA TERRACE

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, 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, encourage redevelopment and revitalization of the CRA areas in accordance with the redevelopment plans of the CRA.

WHEREAS, on July 7, 2021, the CRA Board passed and adopted Resolution No. R-CRA-2021-36 that approved funding participation to the Florida Department of Transportation ("FDOT") in an amount not to exceed \$3.14 million dollars for the design and construction of there pump stations between Sheridan Street and Bouganvilla Terrace.

WHEREAS, FDOT has requested that the CITY execute the attached Local Funding Agreement for the funding of the design of the stormwater pump stations located at Franklin Street, Sherman Street, Van Buren Street and Bouganvilla Terrace.

WHEREAS, as the project benefits the Beach District of the CRA and the CRA has agreed to fund a portion of the project, it is necessary for the CRA and the CITY to execute this Interlocal Agreement to set forth the funding participation for the shared design of pump stations located near Sherman Street, Van Buren Street and Bouganvilla Terrace, in an amount of \$578,763.00.

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 Locally Funded Agreement ("LFA") between the CITY and FDOT, FDOT will prepare a full set of signed and sealed construction plans for the CITY's installation of pump stations along SR-A1A from Sherman Street to Bouganvilla Terrace that will include FDOT's, Financial Management (FM) Number 448574-1-32-02, and Financial Management Number (FM) 448577-1-32-01. As part of the project, the LFA requires that the CITY provide financial assistance to FDOT for the development and design. Pursuant to the LFA, the CITY's total financial assistance is \$770,468.00. The CRA will share the cost of funding. The CRA's portion is \$578,763.00.

ARTICLE 3 CRA CONTRIBUTION FOR PROJECT

The parties wish to provide financial assistance to FDOT for the development (design) of a full set of signed and sealed construction plans for FDOT installation of pump stations at SR-A1A from Sherman Street to SR-822/Sheridan Street to Bouganvilla Terrace, in Broward County, Florida.

The CRA agrees to pay the CITY the sum of \$108,924.00 for Financial Management ("FM") Number 448574-1-32-02 and \$469,839.00 for FM Number 448577-1-32-01. Upon execution of the ILA, the cost amounts, shall be remitted to the CITY in a lump sum amount of \$578,763.00. The CITY agrees that within 30 days of receiving

payment from the CRA, it will pay FDOT the full amount agreed upon for FM Number 448574-1-32-02 and FM Number 448577-1-32-0, pursuant to the terms of the IFA between FDOT and the CITY.

Should Project modifications occur that increase the CRA's payment participation for the cost of the design of FM Number 448574-1-32-02 and FM Number 448577-1-32-01, the CRA will be notified by FDOT or the CITY and the CRA will agree to provide, the additional project cost to the CITY which will remit payment to FDOT contingent upon CRA approval and an amendment to this ILA.

ARTICLE 4 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date first written above and 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 Gonzales, General Counsel
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33022

AS TO CITY

Dr. Wazir Ishmael, City Manager
2600 Hollywood Boulevard, Room 421
Hollywood, Florida 33020

with copies to:

Douglas 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 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 on the respective dates under each signature: 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 _____, 2022 and the City Commission of the City of Hollywood, Florida signing by and through its Mayor, authorized to execute same on the _____ day of _____, 2022.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE CITY
OF HOLLYWOOD ONLY:

By: _____
Patricia A. Cerny, MMC
City Clerk

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 AND
LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE
HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY ONLY:

By: _____
Douglas R. Gonzales,
General Counsel