

RESOLUTION NO.: R-2009-276

(09-AGMT-45)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA ("COUNTY") FOR THE MONITORING OF DEVELOPMENT ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USE DENSITIES AND INTENSITIES FOR THE CITY OF HOLLYWOOD REGIONAL ACTIVITY CENTER.

WHEREAS, on June 15, 2005, the City Commission passed and adopted Ordinance No. O-2005-11 which approved the Regional Activity Center expansion; and

WHEREAS, pursuant to Section 2.b. of Broward County's Land Use Plan ("Policy"), an interlocal agreement must be executed between the City and the COUNTY no later than six months from the effective date of the adoption of a Regional Activity Center ("RAC"); and

WHEREAS, the purpose and intent of executing this Interlocal Agreement attached hereto as Exhibit "A", is to permit the County and City to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, the density and intensities of land uses permitted within each Regional Activity Center (RAC) is specified within the Broward County Land Use Plan; and

WHEREAS, in accordance with the Policy, the proposed interlocal agreement provides that the monitoring of development activity and the enforcement of permitted land uses shall be the responsibility of the City;

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

Section 1: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached Interlocal Agreement between the City of Hollywood and Broward County together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY
AND BROWARD COUNTY FOR REGIONAL ACTIVITY CENTER

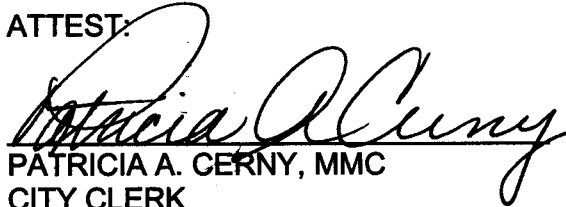
Section 2: That this resolution shall be in full force and effect immediately
upon its passage and adoption.

PASSED AND ADOPTED this 2 day of Sept, 2009.



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY

For the use and reliance of the
City of Hollywood, Florida only:



JEFFREY P. SHEFFEL
CITY ATTORNEY

EXHIBIT A

Return recorded document to:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

Document prepared by:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

INTERLOCAL AGREEMENT FOR THE MONITORING OF DEVELOPMENT ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USES IN REGIONAL ACTIVITY CENTER

This is an Interlocal Agreement, made and entered into by and between:
BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred
to as "COUNTY,"

AND

CITY OF HOLLYWOOD, a Florida municipal corporation, created and existing
under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Chapter 163.01, Florida
Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal
Agreement, to permit COUNTY and CITY to make the most efficient use of their
respective powers, resources and capabilities by enabling them to cooperate on the
basis of mutual advantage and thereby accomplish the objectives provided for herein in
the manner that will best accord with the existing resources available to each of them
and with the needs and developments within their respective jurisdictions; and

WHEREAS, the density and intensity of land uses permitted within each Regional
Activity Center (RAC) is specified within the Broward County Land Use Plan; and

WHEREAS, CITY has the Downtown Hollywood Regional Activity Center (RAC)
within its jurisdiction; and

WHEREAS, CITY and COUNTY wish to provide that the monitoring of development activity and the enforcement of permitted land uses shall be the responsibility of CITY, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and CITY, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.

ARTICLE 2
MONITORING OF DEVELOPMENT ACTIVITY

- 2.1 CITY agrees to monitor development activity and to enforce permitted land use densities and intensities within the RAC consistent with the effective land use plan as certified by the Broward County Planning Council.
- 2.2 CITY agrees to submit quarterly reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the RAC to enable COUNTY to ensure that the density and intensity of land uses within the RAC are being complied with by CITY.

ARTICLE 3
INDEMNIFICATION

CITY is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 4
MISCELLANEOUS

- 4.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 4.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understanding applicable to the matter contained herein. It is further agreed that no change, alteration or modification 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.
- 4.3 Records: In accordance with the Public Records Law, CITY agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents and papers that were generated during the course of administration of the "Site". CITY shall maintain the records, books, documents and papers associated with this Interlocal Agreement in accordance with the Public Records Act.
- 4.4 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 4.5 Default: In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.
- 4.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:

Administrator
Broward County Planning Council
115 S. Andrews Avenue, Rm. 307
Fort Lauderdale, Florida 33301-4801

FOR CITY:

City Manager
City of Hollywood

- 4.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 4.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement pertaining to the monitoring of development activity and the enforcement of the density or intensity of permitted land uses within the RAC, CITY and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 4.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 20____, and CITY OF HOLLYWOOD signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

SIONERS

BROWARD COUNTY, through its
BOARD OF COUNTY COMMIS-

County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20 ____.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Deputy County Attorney

INTERLOCAL AGREEMENT FOR MONITORING OF DEVELOPMENT ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USES IN REGIONAL ACTIVITY CENTER

CITY

WITNESSES:

CITY OF HOLLYWOOD

By _____
Mayor-Commissioner

_____ day of _____, 20____.

ATTEST:

City Clerk

By _____
City Manager

_____ day of _____, 20____.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

MA/
6/1/09
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