

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