

INTERLOCAL AGREEMENT BETWEEN THE HOLLYWOOD, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF  
HOLLYWOOD.

THIS AGREEMENT is made and entered into this \_\_\_\_\_day of \_\_\_\_\_, 2025, by and between the Hollywood, Florida Community Redevelopment Agency ("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; and

WHEREAS, on June 3, 2020, the CRA approved Resolution No. R-BCRA 2020-20, which authorized Kimley Horn and Associates (KH) to provide consulting services for the design of Phase IV- Undergrounding of Overhead Utilities and Streetscape Beautification for 18 east-west streets and SR A1A from Hollywood Boulevard to the southern City limits; and

WHEREAS, on May 5, 2022, the CRA, through the City, submitted a letter of interest to the Florida Department of Transportation ("FDOT") to enter into a Joint Partnership Agreement ("JPA") to combine the CRA's SR A1A project scope with the proposed FDOT Resurfacing, Restoration and Rehabilitation ("RRR") Project; and

WHEREAS, on January 18, 2023, the CRA approved Resolution No. R-BCRA 2023-02, which authorized KH to include the FDOT RRR consulting services in the design of Phase IV- Undergrounding of Overhead Utilities and Streetscape Beautification along SR A1A from Hollywood Boulevard to the southern City limits; and

WHEREAS, the scope of the project includes milling and resurfacing, upgrades to the existing pedestrian curb ramps, pavement markings and striping, drainage, updating signalization at existing crossings, lighting upgrades at intersections and signage consistent with the with the improvements; and

WHEREAS, for the CRA to build the proposed improvements under Phase IV

Project, the City needs to enter into a State Highway System Project Funding Agreement (“Funding Agreement”) with FDOT to set up the terms and conditions of the reimbursement of the RRR construction cost; and

WHEREAS, on January 15, 2025, the City passed and adopted Resolution No. R-2025-021, authorizing a Project Funding Agreement for FDOT to reimburse the City an estimated amount of \$3,481,644.00 (attached as Exhibit “B”); and

WHEREAS, the CRA Executive Director and the CRA’s budget Manager recommend that the CRA Board authorize the appropriate CRA officials to execute this Interlocal Agreement with the City for repayment to the CRA of the construction cost paid by the CRA to implement the scope associated with the Funding Agreement between the City and FDOT in the amount of \$3,481,644.00; and

WHEREAS, funding for the expenditures will be reimbursed to the City and transferred to the CRA’s Phase IV Project account; and

WHEREAS, funding for this expenditures is available in the Beach CRA account number 163.639901.552.563010.001236.000.000 – Construction Improvement Underground Ph 4 SR A1A.

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 State Highway System Project Funding Agreement between the FDOT and the City, the scope of the Phase IV Project will reconstruct SR A1A from Monroe Street to Seacrest Parkway including: milling and resurfacing, upgrades to the existing pedestrian curb ramps, pavement markings and striping, drainage , signalization updates at existing pedestrian crossings, lighting upgrades at intersections and signage consistent with the improvements.

### ARTICLE 3 CRA CONTRIBUTION TO THE PROJECT

The total funding amount reimbursable to the City is \$3,481,644.00. Upon completion and acceptance by FDOT of the construction work, the City will receive, on behalf of the CRA, progress reimbursement payments from FDOT in an amount up to \$3,481,644.00.

The CRA shall submit a request for reimbursements including invoices, progress reports and supporting documents, to FDOT's Project Manager, who will monitor and verify that all submittals meet all performance measures required by FDOT.

The CRA shall submit a request for reimbursement to FDOT no more often than monthly and no less often than every 90 days (quarterly).

The City shall pay the CRA the cost associated with the State Highway System Project Funding Agreement 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:

Damaris Henlon, Interim General Counsel  
2600 Hollywood Boulevard, Room 421  
Hollywood, Florida 3320

### AS TO CITY:

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

With copies to:

Damaris Henlon, Interim City Attorney  
2600 Hollywood Boulevard, Room 421  
Hollywood, Florida 3320

## 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 through its Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF HOLLYWOOD, a Florida  
municipal corporation

By: \_\_\_\_\_  
Josh Levy  
Mayor

ATTEST:

By: \_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Damaris Henlon,  
Interim 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: \_\_\_\_\_  
Damaris Henlon,  
Interim General Counsel