

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

THIS AGREEMENT is made and entered into this _____day of _____, 2024, 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 of 1969 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 three pump stations between Sheridan Street and Bouganvilla Terrace.

WHEREAS, on March 3, 2022, the CRA Board passed and adopted Resolution No. R-BCRA-2022-6A, which authorized and approved the appropriate CRA officials to execute an Interlocal Agreement with the CITY for reimbursement of the cost to fund the design of the three stormwater pump stations within the CRA Beach District in an amount of \$578,763.00.

WHEREAS, on February 7, 2024, the CRA Board passed and adopted Resolution No. R-CRA-2024-05 that approved additional funding to FDOT in an amount not to exceed a total of \$3,441,445.00 for the construction of three pump stations between Sheridan Street and Bouganvilla Terrace.

WHEREAS, the CRA and CITY wish to execute an Interlocal Agreement (“ILA”) for reimbursement of the cost for funding the construction of storm water pump stations located within the CRA Beach District in a lump sum amount of \$3,441,445.00 (Project Numbers 448574.1 and 448577.1); and

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 ILA.

ARTICLE 2 PROJECT DESCRIPTION

In accordance with the Locally Funded Agreement ("LFA") between the CITY and FDOT, FDOT will construct three pump stations as per the signed and sealed construction plans. The pumps stations are within the CRA district, located along State Road A1A from Sherman Street to Bouganvilla Terrace. FDOT's, Financial Management for these pumps stations are ("FM") Number 448574-1, and FM 448577-1. As part of the project, the LFA requires that the CITY provide financial assistance to FDOT construction cost of the pump stations within the Beach District of the CRA. The CRA will share the cost of funding the construction in an amount of \$3,441,445.00.

ARTICLE 3 CRA CONTRIBUTION FOR PROJECT

The CRA wishes to reimburse the CITY for the construction of the stormwater pump stations, between Sherman Street and Bouganvilla Terrace.

The CRA agrees to pay the CITY the sum of \$699,300.00 for FM Number 448574-1 and \$2,742,145.00 for FM Number 448577- 1. Upon execution of the ILA, the cost amounts, shall be remitted to the CITY in a lump sum amount of \$3,441,445.00. 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 and FM Number 448577-1 pursuant to the terms of the LFA 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 and FM Number 448577-1, the CRA will be notified by FDOT or the CITY and the CRA will 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 ILA 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 33020

AS TO CITY

George R. Keller, Jr.

2600 Hollywood Boulevard, Room 421
Hollywood, Florida 33020

with copies to:

Douglas Gonzales, City Attorney
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

ARTICLE 6
JURISDICTION, VENUE AND GOVERNING LAW

This ILA 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 ILA 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 ILA 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 _____, 2024 and the City Commission of the City of Hollywood, Florida signing by and through its Mayor, authorized to execute same on the _____ day of _____, 2024.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

By: _____
Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales,
City Attorney

HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY, a
dependent special district of the City
of Hollywood

By: _____
Josh Levy
Chai

ATTEST:

By: _____
Phyllis Lewis, Board Secretary

APPROVED AS TO FORM:

By: _____
Douglas R. Gonzales,
General Counsel

