

INTERLOCAL AGREEMENT BETWEEN THE HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF HOLLYWOOD FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE DESIGN OF A STORMWATER PUMP STATION AND ANALYSIS OF STORMWATER PUMPING NEEDS WITHIN THE BEACH CRA DISTRICT SOUTH OF HOLLYWOOD BOULEVARD IN AN AMOUNT NOT TO EXCEED \$421,195.78.

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, 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, the CRA directed staff to proceed with Phase IV Undergrounding of Overhead Utilities and Streetscape Beautification Project ("Project") from Hollywood Boulevard to the southern City limits, which includes the E/W streets from Harrison Street to Magnolia Terrace, Surf Road, and the street ends from State Road A1A to the west right of way line of the Broadwalk and State Road A1A, from Hollywood Boulevard to the southern City limits; and

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") for the design and construction of there pump stations between Sheridan Street and Bouganvilla Terrace.

WHEREAS, the FDOT pump station design identified in resolution R-CRA-2021-36, benefits a limited area of the Phase IV project boundaries, the need to address flooding along the remaining southernmost East/West streets of the Beach CRA district is an integral part of the Phase IV resiliency efforts; and

WHEREAS, the CRA and the City of Hollywood Department of Public Utilities ("Department") have been collaborating on identifying means to improve the flooding conditions on the corridor, the Department has recommended pursuing additional design and stormwater pumps stations with the CRA district south of Hollywood Boulevard, based on the results of the Department's drainage master plan model; and

WHEREAS, the Department requested a proposal from BCC Engineering, LLC. (BCC), through Continuing Services Agreement contract (RFQ 466-21-DCM) for civil engineering services, in an amount up to \$421,195.78, Exhibit "A"; and

WHEREAS, the proposed design and analysis of stormwater improvements in accordance with Phase IV of the Project benefits the beach district, the CRA has agreed to fund the design scope of work. Therefore, it is necessary for the CRA and the CITY to execute this Interlocal agreement for the reimbursement associated with the scope as described in Exhibit "A", in an amount up to \$421,195.78.

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 CRA wish to reimburse the CITY for the stormwater pump station analysis and design for drainage systems between Hollywood Boulevard and Iris Terrace. The scope of work will include Project coordination, data collection, Basis of Design report,

full set of signed and sealed construction plans, including permitting and bid award services. Upon execution of the ILA, the CRA agrees to pay the CITY within thirty (30) days of execution of Authorization to Proceed (ATP).

Should Project modifications occur that increase the cost of the design scope, the CITY and CRA shall agree to the change in scope and the CRA shall amend the ILA to provide the additional project cost to the CITY.

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

George R. Keller, 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 _____, 2023 and the City Commission of the City of Hollywood, Florida signing by and through its Mayor,

authorized to execute same on the _____ day of _____, 2023.

CITY OF HOLLYWOOD, a Florida
municipal corporation

By: _____
Josh Levy
Mayor

ATTEST:

APPROVED AS TO FORM:

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:

APPROVED AS TO FORM:

By: _____
Phyllis Lewis
Board Secretary

By: _____
Douglas R. Gonzales
General Counsel

