

INTERLOCAL PARKING AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into this _____ day of _____ 2021, by and between the

CITY OF POMPANO BEACH, a municipal corporation organized under the laws of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (“CITY”)

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (“CRA”).

WHEREAS, the City Commission of the CITY has, pursuant to Part III, Chapter 163, Florida Statutes (“Redevelopment Act”) created a community redevelopment agency (the CRA) for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY; and

WHEREAS, the CRA owns three lots on SE 22nd Avenue in the East CRA District (the CRA Lots) that the CITY desires to use in the short term for parking for the tenants, customers and employees of the project known as Pompano Station and in the long term for public parking for the McNab Park Project; and

WHEREAS, the CRA Lots are more particularly described in the legal descriptions attached to this Agreement as Exhibit 1; and

WHEREAS, because the CITY has a parking division and a parking administrator, the CITY is better equipped to manage parking on behalf of both the CITY and the CRA; and

WHEREAS, Section 163.370(2)(c)(3.) of the Redevelopment Act authorizes the installation, construction, and reconstruction of public parking; and

WHEREAS, Section 163.370(2)(e)(6.) of the Redevelopment Act authorizes the CRA to enter into any contracts necessary to effectuate the purposes of the Act; and

WHEREAS, adequate parking is vital to the success of the CRA’s redevelopment of the East CRA District; and

WHEREAS, the CITY’s use of the CRA Lots will further the redevelopment goals of the CRA and relieve the CRA of the responsibility for constructing and operating the parking lot; and

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and CRA agree as follows:

**ARTICLE 1
RECITALS INCORPORATED**

The recitals set forth in the “Whereas” clauses above are hereby accepted by the parties and incorporated into this Agreement.

**ARTICLE 2
CITY’S OBLIGATIONS**

The CITY’S obligations are as follows:

1. Construct a temporary parking lot on the CRA Lots. The temporary lot will be permitted by the City with the CRA’s authority and will include leveling the ground and placing concrete wheel stops to designate parking spaces. Signage will also be placed on the property indicating the lot will be used by Pompano Station as well as McNab Park personnel, vendors, and visitors.
2. Enter into a parking license agreement with Pompano Station for use of the CRA Lots (the Pompano Station Agreement), along with compensation and required procedures for such use.
3. Pay \$10,000.00 annually payable in four (4) quarterly installments to the CRA as its share of the revenue derived the Pompano Station Agreement. Commencement of the payments will begin on the day that Pompano Station signs a parking license agreement and makes payment to the City.
4. Pay all expenses associated with use of the CRA Lots, including operation, maintenance, utilities, taxes, if any, permitting fees, etc.

**ARTICLE 3
CRA’S OBLIGATIONS**

The CRA’S obligations are as follows:

1. Make the CRA Lots available to the CITY upon execution of this Agreement.
2. Cooperate with the CITY in applications for permits and other necessary approvals associated with construction and operation of parking on the CRA Lots.

**ARTICLE 4
PLEDGE OF COOPERATION**

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges said cooperation.

**ARTICLE 5
TERM**

This Agreement shall take effect as provided in Article 18 of this Agreement and shall be for a term of one year (the Initial Term). Additionally, the CITY shall have the option of four one-year renewal terms (the Renewal Terms)(collectively the Term). At the end of the Initial Term and each Renewal Term, the CITY shall notify the CRA in writing of its intent to continue use of the CRA Lots for an additional year at least 90 days prior to the expiration of each Term. The CRA's Executive Director or nominee is authorized to accept each Renewal Term, if any, on behalf of the CRA.

If the term of this Agreement extends beyond a single fiscal year of the CITY and CRA, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 163, Florida Statutes for CRA and Chapter 166, Florida Statutes for CITY.

**ARTICLE 6
GOVERNMENTAL IMMUNITY AND INDEMNIFICATION**

The parties are political subdivisions of the State of Florida. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective officials, agents and employees to the extent permitted by law. This provision shall survive the termination or expiration of this Agreement.

Because the CRA is contributing the CRA Lots, the CITY shall at all times indemnify, hold harmless, and defend the CRA from any and all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the activities(s) to be performed, including costs, reasonable attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

The CITY acknowledges and agrees that the CRA would not enter into this Agreement but for the foregoing indemnification and that the CRA's entering into this Agreement shall constitute good and valuable consideration for this indemnification.

**ARTICLE 7
INSURANCE**

The CITY shall maintain such liability insurance as may be required for operation of a parking lot on the CRA Lots in accordance with the risk management requirements for such parking use and such insurance shall name the CRA as an additional insured.

**ARTICLE 8
INDEPENDENT CONTRACTOR**

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such Services, each party, its

respective officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the other party. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

**ARTICLE 9
ASSIGNMENT**

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party.

**ARTICLE 10
AMENDMENTS**

Both parties agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by both parties.

**ARTICLE 11
NOTICE**

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 has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For CRA:

Executive Director
Pompano Beach CRA
P.O. Box Drawer 1300
Pompano Beach, FL 33061

For CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

CRA Attorney
Pompano Beach CRA
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

City Attorney
City of Pompano Beach
P. O. Box 2083
Pompano Beach, FL 33061

**ARTICLE 12
BINDING AUTHORITY**

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

**ARTICLE 13
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**ARTICLE 14
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida. By entering into this Agreement, CITY and CRA hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

**ARTICLE 15
ADHERENCE TO LAW**

Both parties shall adhere to all applicable federal, state and local laws and ordinances including, but not limited to, all laws governing their relationship with their employees such as worker's compensation, unemployment compensation and minimum wage requirements.

**ARTICLE 16
ENTIRE AGREEMENT**

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**ARTICLE 17
INTERPRETATION**

This Agreement shall be interpreted as if drafted by both parties hereto equally.

**ARTICLE 18
FILING AND EFFECTIVE DATE**

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It shall become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes. The CITY shall be

responsible for filing this Agreement with the Clerk of the Circuit Court of Broward County and shall pay for all such recording fees associated with same.

**ARTICLE 19
PUBLIC RECORDS**

Both parties are public agencies subject to Chapter 119, Florida Statutes. Both shall comply with Florida Public Records Law, as amended.

**ARTICLE 20
AUDIT RIGHT AND RETENTION OF RECORDS**

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and CRA shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CITY and CRA shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents and any other records pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2021, by REX HARDIN as Mayor, GREGORY P. HARRISON, as City Manager and ASCELETA HAMMOND, as City Clerk of the City of Pompano Beach, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK

"CRA":

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Caridad Frost

By: [Signature]

Print Name: Caridad Frost

Rex Hardin, Chairman

Shelley R. Bartholomew

ATTEST:

Print Name: Shelley R. Bartholomew

Marsha Carmichael
Marsha Carmichael, Secretary

EXECUTIVE DIRECTOR:

Shelley R. Bartholomew

Print Name: Shelley R. Bartholomew

By: [Signature]

Gregory P. Harrison

Vincent Wosten

Print Name: Vincent Wosten

Approved as to Form:

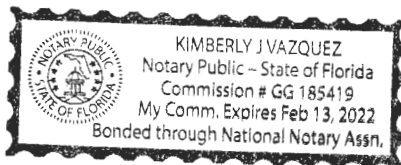
Claudia M. McKenna

Claudia M. McKenna, CRA Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2nd day of December, 2021 by REX HARDIN as Chair, GREGORY P. HARRISON, as Executive Director and MARSHA CARMICHAEL, as Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Kimberly J Vazquez
(Name of Acknowledger Typed, Printed or Stamped)

00185419
Commission Number

jrm
11/3/21
L:agr/cra/2022-111

EXHIBIT 1

PREMISES

The Premises contain three lots described in the Broward County Property Appraisers Information as follows:

Lots 14 and 16, Block 22 of PINEHURST, less the West 7.5 feet for alley, according to the Plat thereof, as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida.

Broward County Property Appraiser Folio/Parcel ID# 4842 36 01 2510

and

Lots 17 and 19, Block 22 of PINEHURST, less the West 7.5 feet for alley, according to the Plat thereof, as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida.

Broward County Property Appraiser Folio/Parcel ID# 4842 36 01 2530

and

Lot 20, Block 22 of PINEHURST, according to the Plat thereof, as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida.

Broward County Property Appraiser Folio/Parcel ID# 4842 36 01 2550