

RESOLUTION NO. 2020- 254

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE TEMPORARY USE OF PROPERTY LOCATED AT U.S. 1 AND SE 20TH AVENUE AS A TRANSIT HUB FEATURING A PARK AND RIDE LOT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Interlocal Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency for a temporary transit hub featuring a park and ride lot at U.S. 1 and SE 20th Avenue, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Interlocal Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of September, 2020.

DocuSigned by:
Reza Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into this 19th day of october 2020, 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 for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY; and

WHEREAS, the CRA is the owner of properties located at 103 and 111 S. Federal Hwy and between Atlantic Blvd and SE 2nd St on SE 20th Avenue, as shown on the map attached to this Interlocal as Exhibit 1 (the Property); and

WHEREAS, the CITY desires to use the Property for a transit hub that will feature park and ride services (the Transit Hub); and

WHEREAS, the CRA is willing to let the City make improvements to the Property for the purpose of creating the Transit Hub and using the Property for park and ride services until such time as the CRA needs the Property to complete its redevelopment goals for the Property; 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. Design, permit and construct improvements on the Property for use as a Transit Hub to offer park and ride services.
2. Demolish the existing building on the Property and make all improvements to the Property at no cost to the CRA.
3. Once all improvements are completed, to use the Property as a Transit Hub for park and ride services and to pay all expenses associated with such use, including utilities, maintenance, etc.

**ARTICLE 3
CRA'S OBLIGATIONS**

The CRA'S obligations are as follows:

1. As owner of the Property, to cooperate with the City in obtaining all necessary permits and approvals needed to improve the Property.
2. At the completion of the initial term of this Agreement, if the term continues as provided in Article 5 below, to provide at least 180 days' notice to the CITY of the need to return the Property to the CRA to complete its redevelopment goals for the Property.

**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 continue for a period of five years (the Initial Term). If, at the end of the Initial Term, the CRA does not yet require the Property for its redevelopment goals, the CITY may continue to use the

Property until it receives notice from the CRA of the need to return the Property to the CRA. The CRA shall provide such notice at least 180 days prior to the date it wants the CITY to return the Property to the CRA. The parties may amend this Agreement by mutual agreement in writing.

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 CITY is making improvements to the Property, and upon completion of the improvements, will use the Property solely for CITY purposes, 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 liability insurance in accordance with Exhibit 2 attached hereto and incorporated herein, throughout the term of this Agreement.

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

With a copy to:

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

For CITY:

City Manager
City of Pompano Beach
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 or 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 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”:

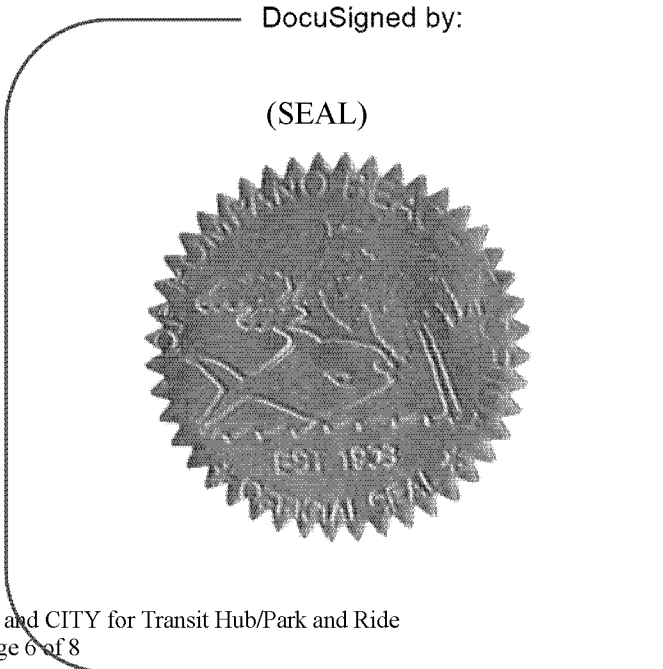
CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
By: 502CB780EB3F480...
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
By: 7052A67E15A44CB
GREGORY P. HARRISON, CITY MANAGER


Attest: DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND
CITY CLERK

Approved As To Form:
DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN
CITY ATTORNEY

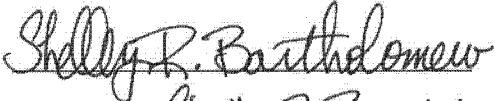


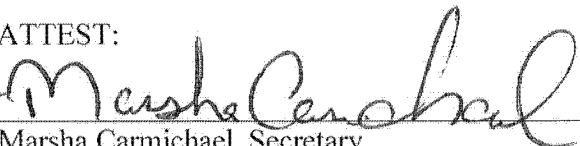
Signed, Sealed and Witnessed
In the Presence of:



**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

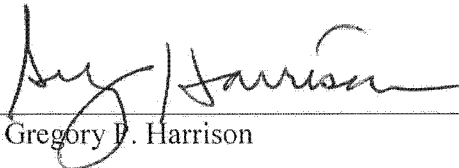

Print Name: Carol Dek Fret

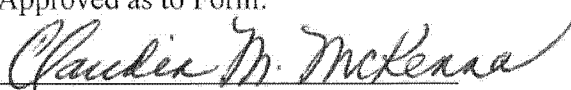
By: 
Rex Hardin, Chairman


Print Name: Shelley R. Bartholomew

ATTEST:

Marsha Carmichael, Secretary


Print Name: Shelley R. Bartholomew

Print Name: Vincent Wooten

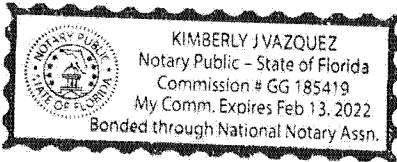
EXECUTIVE DIRECTOR:
By: 
Gregory P. Harrison

Approved as to Form:

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 1st day of October, 2020 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:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Kimberly S Vazquez
(Name of Acknowledger Typed, Printed or Stamped)
06185419
Commission Number

EXHIBIT 1

Aerial Map of Transit Hub Site

**Please see map disclaimer



May 28, 2020

CRA-OWNED

TOTAL SIZE

1.01 AC

Annex 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431 License#: BR-724491 POMPBEA-01	CONTACT NAME: PHONE (A/C, No, Ext): 561-995-6706 FAX (A/C, No): 561-995-6708 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Underwriters at Lloyd's, London</td> <td style="border: none;">11230</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters at Lloyd's, London	11230	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 459621440 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Excess Liability	Y		PK1017220	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 200,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">PER STATUTE</td> <td style="text-align: center; border: none;">OTHER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;">\$</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;">\$</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Assured

CERTIFICATE HOLDER

CANCELLATION

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY 100 West Atlantic Boulevard Pompano Beach FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. 2020- 254

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE TEMPORARY USE OF PROPERTY LOCATED AT U.S. 1 AND SE 20TH AVENUE AS A TRANSIT HUB FEATURING A PARK AND RIDE LOT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Interlocal Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency for a temporary transit hub featuring a park and ride lot at U.S. 1 and SE 20th Avenue, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Interlocal Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of September, 2020.

DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK



RESOLUTION NO. 2020-47

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (THE CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CRA AND THE CITY OF POMPANO BEACH RELATING TO USE BY THE CITY OF CRA PROPERTY LOCATED AT 103 AND 111 SOUTH FEDERAL HIGHWAY AND SE 20TH AVENUE BETWEEN EAST ATLANTIC BOULEVARD AND SE 2ND STREET FOR A TRANSIT HUB AND PARK AND RIDE SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Interlocal Agreement between the Pompano Beach Community Redevelopment Agency (the CRA) and the City of Pompano Beach (the City) relating to use by the City of CRA property located at 103 and 111 S. Federal Hwy and between Atlantic Blvd and SE 2nd St on SE 20th Avenue for a transit hub and park and ride services (the Interlocal Agreement), a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Interlocal Agreement, together with all documents necessary to effectuate the Interlocal Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 15th day of September 2020.



REX HARDIN, CHAIRPERSON

ATTEST:



MARSHA CARMICHAEL, SECRETARY