

RESOLUTION NO. 2017-_____

**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; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, 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 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 _____ day of _____, 2017.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017, 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 CITY , by Ordinance 2017-84 approved an Agreement for Professional Services with Kimley-Horn and Associates (Consultant) on January 10, 2017 (the Contract); and

WHEREAS, the City has approved Work Authorization No. 1, attached to the Interlocal Agreement as Exhibit "A," for Consultant to provide professional traffic engineering services relating to the East Transit Oriented Corridor in the amount of \$90,000 (the Services).

WHEREAS, the Services are essential to the continued implementation of the East Transit Oriented Corridor (ETOC), which is an initiative being jointly implemented by the CITY and the CRA; and

WHEREAS, the CITY desires the assistance of the CRA in the funding of the Services for the ETOC; and

WHEREAS, the City is willing to contribute to the cost of the Services; 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
CRA DUTIES**

The CRA will manage Work Authorization No. 1 with Consultant for the Services, maintain diligent coordination with the CITY as the work progresses and contribute \$90,000.00 toward payment for the Services.

**ARTICLE 3
CITY DUTIES**

The City agrees to participate in all necessary staff and public meetings, review deliverables and provide input on the final recommendations. The City Manager, on behalf of the CITY, may approve a reimbursement to the CRA for the Services in an amount up to \$45,000.00, but only during the first year of this Agreement.

**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 continue in effect until the Services are performed, but shall not exceed five (5) years from effective date. The parties may amend this Agreement by mutual agreement in writing.

Neither the CITY nor CRA may terminate this agreement after the commencement of the Services unless CITY is released from the Contract.

**ARTICLE 6
INDEMNIFICATION**

To the extent permitted by law, the CITY and the CRA shall at all times indemnify, hold harmless and defend, one another, including each other's respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(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.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party as set forth in Section 768.28, Florida Statutes.

ARTICLE 7 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.

ARTICLE 8 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 9 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 10 NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered 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 11
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 12
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 13
GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

**ARTICLE 14
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 15
INTERPRETATION**

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

**ARTICLE 16
FILING AND EFFECTIVE DATE**

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

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

Witnesses:

CITY OF POMPANO BEACH

BY: _____
Lamar Fisher, Mayor

BY: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

Approved as to Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Cathy Trenkle, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: _____
Print Name: _____

Approved as to Form:

Claudia M. McKenna, CRA Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Executive Director of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

:jrm
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