

# INTERLOCAL AGREEMENT

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**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, 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 take effect as provided in Article 16 of this Agreement and continue in effect until the Services are performed. 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.

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**

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 agents or employees to the extent permitted by law.

## **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. 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 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  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33060

**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. 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 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 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 CRA 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 17 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 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**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Chairman

Print Name: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Cathy Trenkle, Secretary

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

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:

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NOTARY PUBLIC, STATE OF FLORIDA

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(Name of Acknowledger Typed, Printed or Stamped)

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Commission Number