

INTERLOCAL AGREEMENT

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

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 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 _____, 2020 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

Signed, Sealed and Witnessed
In the Presence of:

**POMPAÑO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Rex Hardin, Chairman

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

EXECUTIVE DIRECTOR:

Print Name: _____

By: _____
Gregory P. Harrison

Print Name: _____

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 _____ day of _____, 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:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number