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CITY CLERK

DOCUMENT ROUTING FORM

Before routing, documents must have all blanks completed and names typed where signatures are required. If a document requires consideration before the Commission, please include a copy of the applicable agenda item report to this form.

Originating Department Public Works Department Director Initials AC

Item Item #8 ILA between Wilton Manors, Fort Lauderdale and Oakland Park

Commission Consideration Date March 15, 2023

Description of Item, Background, and Special Instructions if Applicable:

ILA for EPA grant assistance. 3 party agreement with Oakland Park, Fort Lauderdale and Wilton Manors. All 3 Cities to sign.
R. 2023.045

Contracts and work authorizations for signature that are not Commission items must be reviewed by Financial Services prior to execution.

Approved by Finance Date _____ Finance Approval Initials _____

Signatures Required (Check All that Apply)

City Attorney City Manager Mayor City Clerk

Number originals to be returned to department 1 Number of certified copies of ordinance or resolution 1

Deadline for returning to department (definitive date) _____ Return original to _____

Instructions for Additional Routing Required

Oakland Park will sign and Wilton Manors and Fort Lauderdale will sign and the signature pages will be combined once all are executed.

If instrument is attachment to agenda item, Resolution, or Ordinance and additional routing is required, the Clerk must receive a fully executed copy of the instrument upon receipt by Department for imaging and completing the public record.

Internal Use Only

Date Received by Manager's Office/Clerk's Office _____ Date Returned to Department _____

PLEASE PRINT ON GREEN PAPER

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RESOLUTION NO. R-2023-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT (ILA) BETWEEN THE CITY OF OAKLAND PARK, THE CITY OF WILTON MANORS AND THE CITY OF FORT LAUDERDALE FOR MIDDLE RIVER WATER QUALITY IMPROVEMENT PROJECT EPA GRANT FUNDING; A COPY OF THE INTERLOCAL AGREEMENT IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper city officials to execute the Interlocal Agreement (ILA) between the City of Oakland Park, the City of Wilton Manors and the City of Fort Lauderdale for Middle River Water Quality Improvement Project EPA Grant Funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to Interlocal Agreement (ILA) between the City of Oakland Park, the City of Wilton Manors and the City of Fort Lauderdale for Middle River Water Quality Improvement Project EPA Grant Funding. A copy of the Interlocal Agreement is attached hereto as Exhibit "A".

SECTION 3. The appropriate City officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

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SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Oakland Park, Florida this 15th day of March 2023.

CITY OF OAKLAND PARK, FLORIDA



MAYOR AISHA GORDON

M. ROSENWALD	<u>YES</u>
T. LONERGAN	<u>YES</u>
S. ARNST	<u>YES</u>
L. NEWBOLD	<u>YES</u>
A. GORDON	<u>YES</u>

ATTEST:



RENEE M. SHROUT, CMC
CITY CLERK



WILTON MANORS, *Island City*

2020 WILTON DRIVE, WILTON MANORS, FLORIDA 33305

CITY CLERK'S OFFICE

(954) 390-2123 FAX: (954) 390-2199

Life's Just Better Here

March 15, 2023

Renee M. ShROUT, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, Florida 33334

Dear Ms. ShROUT:

Enclosed are three (3) copies of the ILA between the City of Wilton Manors, the City of Oakland Park, and the City of Fort Lauderdale for Middle River Water Quality Improvement Project EPA Grant Funding fully executed by the proper City Officials of the City of Wilton Manors.

If you have any questions, please do not hesitate to contact the City Clerk's Office at 954-390-2123 or Pamela Landi, Assistant City Manager at 954-390-2120.

Sincerely,

Faith Lombardo, CMC
City Clerk

fl/ps

Encl.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF WILTON MANORS, THE
CITY OF OAKLAND PARK, AND THE CITY OF FORT LAUDERDALE FOR
MIDDLE RIVER WATER QUALITY IMPROVEMENT PROJECT EPA GRANT
FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered this ____ day of March, 2023 (“Effective Date”) by and between the following political subdivisions of the State of Florida: the City of Oakland Park; the City of Wilton Manors; and the City of Fort Lauderdale, each a “Party” and hereinafter collectively referred to as the “Parties.”

Recitals

- A. It is the purpose and intent of the Parties to make the most efficient use of their powers by cooperating with one another on the basis of mutual advantage and thereby accomplishing the objectives provided for herein.
- B. The Parties’ respective underground facilities have been impacted by frequent and severe weather events in South Florida potentially causing the Parties’ sewer systems to become inundated and at risk of causing sanitary overflow onto roadways, storm drains, and Middle River.
- C. The potential inundation of the Parties’ sewer systems poses a threat to the health, wellness, and safety of the public within each Party’s municipal boundaries.
- D. The Parties collectively submitted a Federal Appropriation Request to address the above-referenced necessary infrastructure repairs (“Middle River Quality Improvement Project”).
- E. President Joseph R. Biden signed the FY 2022 Consolidated Appropriations Act, also referred to as the Environmental Protection Agency’s FY 2022 Appropriations Act (the “Appropriations Act”), into law on March 15th, 2022.
- F. The Appropriations Act funds eligible planning, design, and construction of drinking water, wastewater, and storm water infrastructure and water quality protection projects.
- G. Congressman Theodore Deutch designated the Parties, collectively, as the recipients of \$900,000.00 total (\$300,000 each) from the Appropriations Act toward the Middle River Quality Improvement Project (“the Community Grant Funding”).
- H. Pursuant to Congressman Deutch’s designation of the Parties as recipients of the Community Grant Funding, the Parties are required to fulfill statutory and regulatory

requirements (the “Application Process”) prior to receiving grant funding from the Environmental Protection Agency (“EPA”).

- I. The Parties desire to enter into this Agreement to establish an understanding of the Parties’ respective roles, agreements, and consent relating to the Community Grant Funding.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE AND INTENT

- 1.1 The Parties affirm the Recitals stated above as true and correct and incorporate them herein.
- 1.2 It is the purpose and intent of this Agreement for the Parties, pursuant to Section 163.01, Florida Statutes, as may be amended or revised, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities that they share in common and that each might exercise separately in order to further a common goal.

ARTICLE 2
PARTY RESPONSIBILITIES

- 2.1 The City of Oakland Park has been selected, through this Agreement, to apply for the Community Grant Funding, administer the Community Grant Funding, and serve as the fiscal agent for the disbursement of all funds received for the Community Grant Funding on behalf of the Parties. The City of Oakland Park shall comply with the reporting requirements of the Community Grant Funding.
- 2.2 The City of Fort Lauderdale and the City of Wilton Manors agree to provide the City of Oakland Park with any and all information as required or requested by the EPA or directly connected to the Application Process or otherwise required as part of the administration of the Community Grant Funding for their respective share of the grant proceeds for their respective portion of the Middle River Quality Improvement Project.
- 2.3 Upon receipt of Community Grant Funding, the City of Oakland Park will distribute the Community Grant Funding evenly among the Parties.
- 2.4 In performing their duties, responsibilities, and obligations pursuant to this Agreement, each Party agrees to adhere to the requirements of the EPA including but not limited to Pre-Award Compliance Review Report (EPA Form 4700-4) – Civil Rights Info, Certification Regarding Lobbying (EPA Form 6600-06), Disclosure of Lobbying Activities (Form SF-LLL), EPA’s general regulations, EPA’s General Terms and Conditions, EPA’s Interim General Budget Development Guidance, Procurement requirements including but

not limited to 2 CFR 200.320, the Davis Bacon Act, EPA's Disadvantaged Business Enterprise (DBE) Program, Build America, and Buy America (BABA), American Iron and Steel (AIS), and Federal Cross-cutting requirements and other applicable federal laws.

- 2.5 Each Party shall be solely responsible for compliance with the requirements of the Community Grant Funding for the procurement, construction, and management of their respective portion of the Middle River Quality Improvement Project.
- 2.6 The City of Oakland Park shall contract with a grant writer to assist the City of Oakland Park with its responsibilities under the Application Process on behalf of the Parties. The Cities of Wilton Manors and Fort Lauderdale shall each reimburse the City of Oakland Park \$1,000 within ten days of the Effective Date.

ARTICLE 3
COST SHARE REQUIREMENTS

- 3.1 Each of the Parties acknowledge and agrees to contribute 20% of the Community Grant Funding received by each for their share of the Middle River Quality Improvement Project as required by and detailed within the Appropriations Act. The source of such match shall be from non-federal sources unless the Party is approved for a cost share waiver by EPA.

ARTICLE 4
CONFLICT OF INTEREST

- 4.1 The Cities of Oakland Park and Wilton Manors consent to the law firm of Goren, Cherof, Doody, and Ezrol P.A.'s (the "Firm") legal representation of the Cities of Oakland Park and Wilton Manors. Firm has not provided any legal representation to the City of Fort Lauderdale.
- 4.2 The Parties further consent to the Firm's drafting of this Agreement. Firm has not provided any legal representation to the City of Fort Lauderdale.
- 4.3 The Cities of Oakland Park and Wilton Manors acknowledge and agree that there is no present or readily foreseeable conflict of interest that exists between the Cities of Oakland Park and Wilton Manors.

ARTICLE 5
EFFECTIVE DATE, TERM, AND TERMINATION

- 5.1 The effective date of this Agreement shall be the date set forth above after the last Party executes this Agreement.
- 5.2 The continuation of this Agreement is subject to the availability of the Community Grant Funding.

5.3 This Agreement may be terminated upon the written consent of all Parties. This agreement will otherwise terminate upon the completion of the Middle River Quality Improvement Project after all Community Grant Funding has been disbursed and all requirements of the Community Grant Funding have been satisfied, but in no event later than December 31, 2025.

ARTICLE 6
MISCELLANEOUS

- 6.1 **Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 6.2 **Entire Agreement and Modification:** This Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 6.3 **Public Records:** The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.
- 6.4 **Access to Records:** Each Party, its employees, and agents shall allow access to its records concerning this Agreement at reasonable times as may be requested by the City of Oakland Park, the EPA, EPA Office of Inspector General, or any of their duly authorized representatives. The term “reasonable” shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:30 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Cities of Fort Lauderdale and Wilton Manors shall provide the City of Oakland Park with any additional documentation, information, or reports as may be required by the City of Oakland Park.
- 6.5 **Default:** In the event of any default or breach of any of the terms of this Agreement, it is specifically acknowledged and agreed that any party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel another party to abide by the terms of this Agreement.
- 6.6 **Notices:** Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless

and until changed by providing notice of such change in accordance with the provisions of this section.

For City of Oakland Park:

Ana Alvarez / Albert Carbon
Chief Planning Officer / Public Works Director
3650 NE 12 Avenue
Oakland Park, FL 33334
Email Address: anaa@oaklandpark.gov / albertc@oaklandparkfl.gov

For City of Wilton Manors:

Pamela Landi
Assistant City Manager
2020 Wilton Drive
Wilton Manors, FL 33305
Email Address: plandi@wiltonmanors.com

For City of Fort Lauderdale:

Email Address: _____



A Party's notice address may be changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

- 6.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF PART HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 6.8 Counterpart Originals: The Parties agree that this Agreement may be executed in counterparts, whether signed physically or electronically, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.
- 6.9 No Waiver of Sovereign Immunity: Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, as may be amended or revised, nor shall nor anything included herein be construed as consent by any Party to be sued by third parties in any matter arising out of or relating to this Agreement. The Parties are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- 6.10 Indemnity. Subject to the limitation of liability set forth in section 768.28, Florida Statutes, as amended, each Party (“Indemnitor”) shall indemnify, hold harmless, and defend the other Parties and all of their current, past, and future officials, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Indemnitor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement or breach of this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Indemnitor shall, upon written notice from Indemnified Party, defend each Indemnified Party against each such Claim by counsel satisfactory to each Indemnified Party or, at Indemnified Party’s option, pay for an attorney selected by the Indemnified Party to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.11 Compliance with Law: Each Party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. This Agreement does not and shall not be deemed to relieve any Party of any of its obligations or responsibilities imposed by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more

of the other Parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

- 6.12 Severability: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 6.13 Authority: Each person signing this Agreement on behalf of any Party warrants that he or she has full legal power and authority to execute this Agreement on behalf of that Party.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

CITY OF OAKLAND PARK through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the 15 day of March, 2023; and CITY OF WILTON MANORS, through its CITY COMMISSION signing by and through its Mayor, duly authorized to execute same by Commission action on the 14th day of March, 2023; and CITY OF FORT LAUDERDALE, through its CITY COMMISSION signing by and through its Mayor, duly authorized to execute same by Commission action on the ___ day of _____, 2023.

CITY OF OAKLAND PARK

ATTEST:

[Signature]
City Clerk

CITY OF OAKLAND PARK, FLORIDA

By: [Signature]
Aisha Gordon, Mayor

Approved as to Form:

[Signature]
City Attorney

CITY OF WILTON MANORS

ATTEST:

[Signature]
City Clerk

CITY OF WILTON MANORS, FLORIDA

By: [Signature]
Scott Newton, Mayor

Approved as to Form:

/s/ Kerry L. Ezrol
City Attorney

ATTEST:

**CITY OF FORT LAUDERDALE, a Florida
municipal corporation**

**By: _____
DAVID R. SOLOMAN
City Clerk**

**By: _____
DEAN J. TRANTALIS
Mayor**

Date: _____

**By: _____
GREG CHAVARRIA
City Manager**

**Approved as to Legal Form:
D'Wayne M. Spence, Interim City Attorney**

**By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney**