

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, effective as of _____ 20 __, is made and entered into by and between the City of Fort Lauderdale, Florida, a municipal corporation (hereinafter referred to as “CITY” or “the CITY”) and the Fort Lauderdale Community Redevelopment Agency, a special district created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as “CRA”).

WHEREAS, by enactment of Ordinance C-95-67 on December 5, 1995, the City Commission of the City of Fort Lauderdale, Florida, created a community redevelopment trust fund for the Northwest-Progresso-Flagler Heights Community Redevelopment Area (“NPF Area” or “NPF CRA”) as authorized by Section 163.387, Florida Statutes; and

WHEREAS, the City Commission adopted a community redevelopment plan for the NPF Area pursuant to Resolution No. 95-170 adopted on November 7, 1995, as amended by Resolution No. 01-86 adopted on May 15, 2001, as amended by Resolution No. 02-183 adopted on November 5, 2002, as amended in 2013 by Resolution No. 13-137, as amended by Resolution No. 16-52 adopted on March 15, 2016 by the City Commission, as amended by Resolution No. 18-226 adopted on October 23, 2018 (the “NPF Plan”); and

WHEREAS, the NPF Plan seeks to eliminate “slum and blight”, to encourage the development of affordable housing, both rental and for sale units, and other community development activities; and

WHEREAS, the City, pursuant to its Home Rule Powers under Florida Statute, Section, 166.021 and the Florida constitution seeks to encourage the development of affordable housing, seeks to create, develop or rehabilitate facilities for recreational, cultural or sporting events, to provide for the general welfare of the public; to improve its water, sewer and other utilities infrastructure, to increase ad tax valorem revenue and to provide other municipal services; and

WHEREAS, the CITY and the CRA are keenly interested in maintaining and revitalizing the NPF Area as visibly attractive, economically viable, and socially desirable areas of the CITY; and

WHEREAS, Florida Statute, Section 163.400 permits public bodies to enter into cooperative agreements to achieve mutually beneficial goals and objectives; and

WHEREAS, CRA is willing to provide funding from its Trust Fund to accomplish certain mutually beneficial goals and objectives, in accordance with the terms and conditions set forth in this Agreement.

WHEREAS, the Board of Commissioners finds that the proposed projects described herein comply with NPF Plans;

WHEREAS, the Board of Commissioners of the City finds that the proposed projects constitute a public purpose; 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 acknowledged, CITY and CRA agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Recitals. That each WHEREAS clause set forth above is true and correct and incorporated in this Agreement by this reference.

ARTICLE 2

FUNDING

2.1 For the projects described in Exhibit “A”, the CRA agrees to provide funding for the following projects, transactions and/or community development activity (“Projects”) described in Exhibit “A” provided such projects are located within the geographical boundaries of the NPF Area. Funding shall be provided when the transaction closes or when a contract to perform the services, labor or materials is executed for the Projects. The City shall follow its procurement policy and procedures on City controlled and City initiated projects and activities.

2.2 The CRA and City finds that these Projects meet the goals and objectives of the NPF Plan and constitutes a public purpose and the City is authorized to approve these Projects under its home rule powers.

2.3. Both parties represent to the other that this Agreement has been duly approved by the City Commission and the Board of Commissioners of the CRA and this Agreement constitutes a legal and binding agreement of the parties enforceable in accordance with its terms.

ARTICLE 3

METHOD OF PAYMENT

3.1 Payment to CITY. CRA will provide the funding to the CITY, directly to third parties, or in the manner selected by the City in its sole and absolute discretion, from its Trust Fund, to the extent funds of the NPF CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes.

3.2 Method of Payment. The parties agree that the CRA's obligation to provide funding to the CITY pursuant to Section 3.1 hereinabove shall be made to CITY, directly to other parties or in the manner selected by the City in its sole and absolute discretion in accordance with the approved budget for the NPF CRA.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the CRA an annual statement of funding needs for the proposed projects described in Exhibit A for the fiscal year in question in order to effectively administer and complete the projects. The annual statement shall reflect current year anticipated Project expenditures and disbursements and all unpaid obligations from prior periods. Any amounts contained in the approved NPF CRA budget for payment to CITY or directly to third parties, in the sole and absolute discretion of the City, shall be paid by the CRA prior to sunset of the NPF CRA. Nothing herein shall preclude extension of this CRA obligation upon approval of an amendment to this Agreement as authorized by law.

ARTICLE 4

MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY to effectively administer and implement the Projects.

4.2 Term and Termination.

4.2.1 Term. This Agreement shall take effect as of the Effective Date set forth in the Preamble and shall continue in effect through the sunset of the CRA, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

4.3. Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

The City and CRA and all contractors or subcontractors (the “Contractor”) engaging in services in connection with construction, operation and/or maintenance of activities under the Plan shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by either party in order to perform the services rendered.

(b) Upon request from either party’s custodian of public records, shall provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to either party for the duration of this Agreement and as to Contractor’s for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to the appropriate party.

(d) Upon completion of said construction, operation or maintenance of the activities under the Plan, transfer, at no cost, to the other party all public records in possession of said party or Contractor or keep and maintain public records required by either party to perform the service. If Contractor transfers all public records to the appropriate party upon completion of the construction, operation or maintenance of the activities under the Plan, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the activities under the Plan, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to either the CRA or the City, upon request from the other party’s custodian of public records, in a format that is compatible with the information technology systems of the other party.

If either party or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to either party or Contractor’s duty to provide public records relating to its contract, contact the City’s custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY or CRA as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement.

4.6 Assignments and Amendments.

4.6.1 Assignment. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

4.6.2 Amendment. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality as this Agreement.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: City Manager
City of Fort Lauderdale
101 N.E. Third Avenue, Suite 2100
Fort Lauderdale, Fl 33301

With a copy to:
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301

CRA: Fort Lauderdale
Community Redevelopment Agency
914 NW Sixth Street, Suite 200
Fort Lauderdale, Fl 33311
Attention: Executive Director

With a copy to:
General Counsel
Fort Lauderdale Community Redevelopment Agency
1 East Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

4.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

4.12 Attorneys' Fees. In the event of any dispute or litigation between the parties arising under this Agreement, the non-prevailing party shall be responsible for all costs and expenses of the prevailing party, including reasonable attorneys' fees and court costs, at both trial and appellate levels.

4.13 Indemnification. Subject to the conditions and limitations of F.S. Section 768.28, as it may be amended from time to time, the CRA shall indemnify and hold harmless the City, its officials, 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 acts or omissions of the CRA, its officials, employees and agents, including costs, attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City or CRA as set forth in Section 768.28, Florida Statutes. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death or damage to property, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or

decree of any court, is included in the indemnity. The CRA further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, CRA shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that City shall retain the right to select counsel of its own choosing, subject to the CRA's approval which shall not be unreasonably withheld, conditioned or delayed.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF FORT LAUDERDALE

Print Name

By _____
Dean J. Trantalis, Mayor

Print Name

By _____
Susan Grant, Acting City Manager

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:
Thomas J. Ansbro, City Attorney

David N. Soloman, City Clerk

Lynn Solomon, Assistant City Attorney

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

Print Name

By: _____
Dean J. Trantalis, Chair

Print Name

By: _____
Susan Grant, Acting Executive Director

Print Name

APPROVED AS TO FORM AND CORRECTNESS:
Thomas J. Ansbro, CRA General Counsel

ATTEST:

Lynn Solomon, Assistant General Counsel

David N. Soloman, CRA Secretary

Exhibit “A”

Summary of Projects

Narrative of Project

Mount Hermon

(as described in CAM No. 24-0663)

Green Mills

(as described in CAM No. 21-0723 and 21-0785)

FPL Relocation of Transmission Lines

(as described in CAM No. 21-1094)

2010 NCIP River Garden/ Sweeting Monument

This project is an NCIP (Neighborhood Capital Improvements Project) for the design and construction of the Entryway Monuments and landscaping installation at NW 6th Street and 24th Avenue and NW 23rd Avenue.

Sistrunk Enhancement Ph. II - Undergrounding Utilities

Provides for the undergrounding of existing Florida Power and Light Company electric distribution lines along Sistrunk Boulevard from NW 9th Avenue to N. Andrews Avenue.

New Carter Park Senior Center

This project is for the construction of a senior center at Carter Park. It will be a 5900 square feet facility with the capacity to accommodate 250 participants. The center will include classrooms a fitness area a technology area and areas for socializing.

Off-Street Parking

This project provides funding for the construction of public off street parking improvements and parking improvements for vacant lots along Sistrunk.

Mid-Block Flashing Beacon

This crosswalk will connect students from Walker Elementary and the neighborhood on the west side of NW 9th Avenue to the Boys and Girls Club on the east side of NW 9th Avenue at NW 2nd Street. The scope of the project includes the design survey of the intersection final design and construction of the crosswalk. The design includes the traffic signing and marking needed ADA ramps any drainage relocations due to conflicts sidewalk reconstruction at intersection to connect to crosswalk and new rapid-flashing beacon crosswalk signage with push buttons.

Sistrunk Crossroads

The Sistrunk Crosswalks Project has been requested by the community for many years to help

improve safety along Sistrunk Boulevard. The project will design and construct new crosswalks along Sistrunk Blvd between NW 24th Ave and Andrews Avenue including ADA ramps where necessary and the striping of crosswalks. It is anticipated that there will be approximately six (6) new crossings added through this project. The Transportation and Mobility Department (TAM) will work with neighbors and stakeholders around Sistrunk Boulevard to finalize the locations of additional crosswalks.

NPF Streetscape Improvement Project

This project entails streetscape improvements within the Public Right-Of-Way along NW 5th Avenue and Various Streets within the Northwest Progresso Flagler Heights (NPF) CRA Community Redevelopment Area.

Made to Move Flagler Greenway

This project will enhance accessibility and connections to the Flagler Greenway which in a designated Transportation Equity Zone. The project will implement safe connections to Flagler Greenway to promote active transport initiatives to help the City become more walk-able and bike-able. The project includes construction of ADA ramps RFB beacons raised crosswalks and high intensity signing/striping Project within Phase I of LauderTrail priority section.

Provident Park Improvements

The Provident Park Improvement Project will undergo renovation to the existing structural site. The funds are being used to upgrade the park and will include: interactive water splash pads walking trails bandstand feature monument pedestals amphitheater monuments to honor the neighborhoods historical significance new restrooms and landscape designs.

800 NW 22nd Road Property Purchase

The City is seeking to acquire the property to impede part-1 crimes occurring at the property. The future intent for the property is to explore potential future uses of the site.

Police Substation Buildout

This project is for the design and construction of a new police substation within the Sistrunk Corridor. The City of Fort Lauderdale will partner with the LA Lee YMCA Family Center / Mizell Community Center and construct the substation through a lease, tenant buildout. The project includes a variety of alterations and improvements to the building, located at 1409 Sistrunk Boulevard, to ensure that the family center can contain a functional public safety facility. The scope of this project includes the design and construction of various improvements including offices for district assigned officers, a kitchen area, restroom facilities, and an intake lobby for residents in need of services.