Return recorded document to:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

Document prepared by:

Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Rm 423
Ft. Lauderdale, FL 33301

Exhibit 1

INTERLOCAL AGREEMENT FOR THE MONITORING OF DEVELOPMENT ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USES IN LOCAL ACTIVITY CENTER

This is an Interlocal Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a Florida municipal corporation, created and existing under the laws of the state of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, it is the purpose and intent of the parties to this Interlocal Agreement, to permit COUNTY and CITY to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, the density and intensity of land uses permitted within each Local Activity Center (LAC) is specified within the Broward County Land Use Plan; and

WHEREAS, CITY has the Gulfstream Park-Hallandale Beach LAC within its jurisdiction; and

WHEREAS, pursuant to the requirements of the Broward County Land Use Plan, CITY and COUNTY wish to provide that the monitoring of development activity and the enforcement of permitted land uses shall be the responsibility of CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT

1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.

1.2 It is the purpose and intent of this Interlocal Agreement for COUNTY and CITY, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.

ARTICLE 2
MONITORING OF DEVELOPMENT ACTIVITY

2.1 CITY agrees to monitor development activity and to enforce permitted land use densities and intensities within the LAC consistent with the effective land use plan as certified by the Broward County Planning Council.

2.2 CITY agrees to submit quarterly reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the LAC to enable COUNTY to ensure that the density and intensity of land uses within the LAC are being complied with by CITY.

ARTICLE 3
INDEMNIFICATION

CITY is a state agency as defined in Chapter 768.28, Florida Statutes, as amended, and COUNTY is a political subdivision of the state of Florida. Each agrees to be fully responsible for acts and omissions of their elected officials, agents, or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 4
MISCELLANEOUS

4.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the parties hereto 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.

4.2 Entire Agreement and Modification: This Interlocal 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.

4.3 Records: In accordance with the Public Records Law, CITY agrees to permit COUNTY to examine all records and grants COUNTY the right to audit any books, documents and papers that were generated during the course of administration of the LAC. CITY shall maintain the records, books, documents and papers associated with this Interlocal Agreement in accordance with the Public Records Act.

4.4 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

4.5 Default: In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.

4.6 Notices: 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 shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR COUNTY:
Administrator
Broward County Planning Council
115 S. Andrews Avenue, Rm. 307
Fort Lauderdale, Florida 33301-4801

FOR CITY:

City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

4.7 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. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

4.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement pertaining to the monitoring of development activity and the enforcement of the density or intensity of permitted land uses within the LAC, CITY, and COUNTY agree that the terms and conditions contained in this Interlocal Agreement shall prevail.

4.9 Counterpart Originals: The parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and CITY OF HALLANDALE BEACH, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

_____
County Administrator and
Ex-Officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

BROWARD COUNTY, through its
Board of County Commissioners

By_____
Mayor

____ day of _____, 20___.

Approved as to form by
Office of the Broward County Attorney
Joni Armstrong Coffey, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Deputy County Attorney

INTERLOCAL AGREEMENT FOR MONITORING OF DEVELOPMENT ACTIVITY AND ENFORCEMENT OF PERMITTED LAND USES IN LOCAL ACTIVITY CENTER

CITY

WITNESSES:

_____

_____

ATTEST:

_____
City Clerk

(CORPORATE SEAL)

CITY OF HALLANDALE BEACH

By_____
Mayor-Commissioner

_____ day of _____, 20____.

By_____
City Manager

_____ day of _____, 20____.

APPROVED AS TO FORM:

By Ed Dion 10/11/11
Interim City Attorney

MA/gmb
6/9/11
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