INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this 22nd day of September, 2012, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

Whereas, both parties agree that efficiently improving and maintaining the City's public services and facilities is vital to citizens' quality of life; and

Whereas, both parties agree that a deteriorated infrastructure contributes to slum and blight as define in Florida Statute163 part III; and

Whereas, an objective of the Hallandale Beach redevelopment plan is to enhance the appearance of public places and rights-of-ways; and

Whereas, an objective of the Hallandale Beach redevelopment plan is to improve the usefulness of the public and private open spaces in the area; and

Whereas, an objective of the Hallandale Beach redevelopment plan is to increase unified on-street parking and internal pedestrian connections; and

Whereas, the CRA desires to contract with the City to provide not only for capital projects that promote construction and implementation of public facilities as detailed in Exhibit A, but also for the means by which such projects can be administered; and

Whereas, the implementation of capital projects requires project management, design and engineering service; and

Whereas, an inter-local agreement between the City and the CRA dated September ___, 2012 will provide the project management, design and engineering services required to implement the Capital Improvement Projects funded by the CRA, particularly those detailed in Exhibit A; and

Whereas, the CRA and the City recognize the potential outstanding benefits of the Program to the Specified Redevelopment Area and to the Citizens of Hallandale Beach, Florida; and

Whereas, it is in the best interest of the CRA, the City, and the citizens of Hallandale Beach, Florida to establish this Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1.Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Intent. The intent of this Agreement is to provide the terms and conditions by which the Public Works, Utilities and Engineering Department will provide Design and Engineering Project Management for Capital Improvement Program for the City's public services and facilities.

2.1 The Hallandale Beach Public Works, Utilities and Engineering Department (DPW) will provide Program Administration, including design and engineering project management as may be required, for all capital projects as listed in Exhibit A. The City Engineer (Engineering), and/or his designee, will oversee all aspects of the Program. The projects are as follows:

CIP #	Project Name
09-49-01	Hazard Mitigation Grant Program (HMGP) NE Section Drainage Project
99-63-01	CRA-Drainage Improvements
89-17-01	Street Maintenance Program
06-63-01	Schoolhouse Restoration
06-63-02	Foster Road Area Improvements
08-63-04	Moffitt House Renovations
12-41-03	Pedestrian Improvement Program
12-41-02	Hallandale Beach Blvd. & I-95 Aesthetic Improvements
12-41-06	Crosswalk Upgrades
12-63-01	Wayfinding
12-41-07	NE 1st Avenue/Dixie Corridor
08-63-02	Parks Master Plan/Improvements
08-63-0A	Parks Master Plan/Improvements B.F. James

2.2 DPW will provide Program Administration, including design and engineering project management as may be required, for both capital projects which are allocated funding in FY 2013 and for those that are not allocated funds in FY 2013.

Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City of Hallandale Beach a total of one hundred thirty-eight thousand, nine hundred six dollars ($138,906) annually for the above mentioned services.

3.2 Reimbursement to City. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2012, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with section 163.387(6), Florida Statutes, as consideration for services provided to the CRA during fiscal year 2012-2013 by the City. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act. These payments will be made in full upon receipt of an invoice from the City.

3.3 Method of Payment. The parties agree that the CRA's obligation to compensate the City pursuant to section 3.1 hereinabove shall be made to City in accordance with the CRA approved budget. It is recognized and acknowledged that full compensation to the City combination thereof. Provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the City prior to the termination of the trust fund as provided in Chapter 163 of Florida Statutes.

3.4 Annual Statement and Payment. The City shall prepare and present to the CRA an annual statement for the preparation and submission of the CRA annual budget. The annual statements reflect current year anticipated costs and all unpaid obligation from prior periods. Any amounts contained in the approved CRA budget for payment to City shall be paid by the CRA prior to September.

Section 4. Term. The term of this Contract shall begin on October 1, 2012, and end on September 30, 2013. Prior to the end of this contract, the scope of services provided herein and the corresponding costs for said services will be reevaluated based on needs of the specified redevelopment area for the 2012-2013 fiscal year. Renewal of this Agreement shall be for successive one year terms upon written consent of all parties to the Agreement. The payments referenced in Exhibit A hereto will be made in full upon receipt of an invoice from the City by December 31, 2012.

Section 5. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the CRA in accordance with this agreement, including but not limited to records and documents pertaining to the selection of third party service providers. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be retained as provided by law or for no less then a period of six (6) years after completion of each requested service to performed pursuant to this Agreement.

Section 6. Miscellaneous.

6.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof

6.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the CRA and approved by the CRA Board and the City Commission.

6.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

6.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

6.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of it rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

6.8 Independent Contractor. In performing its obligations hereunder, the City shall be deemed an independent contractor and not an agent or employee of the CRA.

6.9 Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the CRA or the City without the prior written consent of the other Party.

6.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

6.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the date first above written.

CITY:

CITY OF HALLANDALE BEACH

By:_____
Renee Crichton
City Manager

ATTEST:

By:_____
City Clerk

Approved as to form and legal sufficiency:

By:_____
V. Lynn Whitfield, City Attorney

CRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By:_____
Dr. Alvin B. Jackson, Jr.
Executive Director

ATTEST:

By:_____
HBCRA Clerk

Approved as to form and legal sufficiency:

By:_____
Gray Robinson, P.A.
HBCRA Attorney

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Exhibit A

	PROJECT DESCRIPTION	PROJECT NUMBER	FUND	TOTAL PROJECT BUDGET	TOTAL SPENT	TOTAL CRA SPENT	ENCUMBERED CRA BALANCE	ENCUMBERED TOTAL BALANCE	UNENCUMBERED CRA BALANCE	UNENCUMBERED TOTAL BALANCE	FY 12/13 CRA Funding Request
1	Hazard Mitigation Grant Program (HMGP) NE Section Drainage Project	09-49-01	CRA STORM GRANT	$9,354,858.00	$679,690.26	$420,964.63	$244,622.13	$250,817.24	$3,480,097.63	$8,424,350.50	
2	CRA - Drainage Improvements	99-63-01	CRA TRANS STORM	$1,929,959.00	$1,549,573.84	$280,918.34	$5,735.00	$164,409.90	$112,764.00	$215,968.10	
3	Street Maintenance Program	89-17-01	CRA TRANS GENERAL WATER STORM SEWER	$3,344,931.00	$3,209,156.49	$794,196.90	$0.00	$0.00	$105,804.00	$135,770.00	$100,000.00
4	Uplighting Federal Highway Medians	06-41-01	CRA GENERAL TRANS	$109,966.00	$104,700.00	$43,333.01	$0.00	$1,265.00	$0.00	$4,000.00	
5	Schoolhouse Restoration	06-63-01	GRANT CRA HISTORIC	$178,375.00	$148,286.91	$26,279.60	$9,810.14	$9,828.14	$13,909.37	$20,258.71	
6	Foster Road Area Improvements	06-63-02	CRA GRANT	$2,595,410.00	$2,113,064.55	$1,797,541.05	$438,961.44	$438,961.44	$43,381.72	$43,381.72	
7	City Facility General/Efficiency Improvements	07-46-01	GENERAL CRA WATER SEWER SANITAT.	$809,011.00	$384,938.47	$124,179.01	$0.00	$0.00	$0.00	$424,067.00	
8	Moffit House Renovation	08-63-04	CRA	$222,991.00	$39,895.00	$39,985.00	$2,000.00	$2,000.00	$181,096.00	$181,096.00	
9	Pedestrian Improvement Program	12-41-03	CRA TRAN	$250,000.00	$20,970.00	$20,970.00	$0.00	$19,296.00	$166,530.00	$209,734.00	$250,000.00
10	Hallandale Beach Boulevard & I-95 Aesthetic Improvements	12-41-02	CRA TRANS DA	$115,000.00	$28,450.00	$4,125.00	$1,375.00	$5,000.00	$44,500.00	$81,550.00	$15,000.00
11	Crosswalk Upgrades	12-41-06	CRA TRANS	$300,000.00	$0.00	$0.00	$0.00	$0.00	$150,000.00	$300,000.00	$150,000.00
12	Wayfinding	12-63-01	CRA GENERAL	$62,000.00	$6,480.00	$6,480.00	$40,020.00	$55,520.00	$0.00	$0.00	$75,000.00
13	NE 1st Avenue/Dixie Corridor	12-41-07	CRA	$500,000.00	$15,014.00	$15,014.00	$18,750.00	$18,750.00	$466,236.00	$466,236.00	$100,000.00
14	Parks Master Plan/Improvements	08-63-02	CRA GRANT	$19,773,535.00	$19,487,229.19	$1,339,645.29	$18,902.33	$19,316.12	$31,518.89	$275,985.12	
15	Parks Master Plan/Improvements B.F.James	08-63-0A	CRA	$2,687,310.00	$18,696.76	$18,696.76	$285,611.24	$285,611.24	$2,383,002.00	$2,383,002.00	
	TOTALS			$42,233,346.00	$27,806,145.47	$4,932,328.59	$1,065,787.28	$1,270,775.08	$7,178,839.61	$13,165,399.15	$690,000.00