



**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY,
THE CITY OF OAKLAND PARK, AND THE OAKLAND PARK COMMUNITY REDEVELOPMENT
AGENCY FOR OAKLAND PARK SQUARE REDEVELOPMENT PROJECT**

This is an Interlocal Agreement ("Agreement") made and entered into by and among Broward County, a political subdivision of the State of Florida ("County"), the City of Oakland Park, a municipal corporation existing under the laws of the State of Florida ("City"), and the Oakland Park Community Redevelopment Agency, a public body corporate and politic, or its successor ("CRA"). The City and CRA together shall be referred to as "City/CRA," and the County, City, and CRA shall collectively be known as the "parties."

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Interlocal Agreement and any amendments hereto, this Interlocal Agreement and any amendments shall be filed as provided by Section 163.01(11), Florida Statutes.

B. It is the purpose and intent of this Agreement for County and City/CRA to provide for a means by which each governmental entity may exercise its respective powers and privileges in order to cooperatively further a common goal.

C. This Agreement provides for gap financing for a mixed-use project within City, in accordance with City's agreement with the Project developer.

D. City estimates that the Project may increase City and County tax base by Forty Million Dollars (\$40,000,000.00).

E. City has entered into a separate Purchase and Sale Agreement in the amount of Two Million Five-Hundred Fifty Thousand Dollars (\$2,550,000.00) with Integra Investments of Miami, Florida, for the purchase of the two city owned properties located on the west side of Dixie Highway for purposes of constructing the Project.

F. The Board of County Commissioners of Broward County, Florida, approved funding of the gap financing for the Project in the total amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) on June 12, 2018, Agenda Item #83.

G. City/CRA estimates that the taxable value of the Project will yield approximately \$207,567.00 in ad valorem tax revenue to County in the first year after Certificate(s) of Occupancy.

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

*CRA R-2019-002
CC R-2019-057*

ARTICLE 1. DEFINITIONS

- 1.1. **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator**. The Director of the Housing Finance and Community Redevelopment Division or such person's successor as designated by County in writing.
- 1.3. **County Administrator**. The administrative head of Broward County appointed by the Board of County Commissioners.
- 1.4. **Project**. A mixed-use project within City, including 87 residential units, 11 live-work rental units, 34,600 square feet for retail/commercial uses, 29,000 square feet of office space to house the relocated Oakland Park City Hall, and 343 structured parking spaces, which will provide space for a new City Hall and retail and residential units in the Oakland Park Community Redevelopment Area; in accordance with City's agreement with the Project developer, a variance of 5% in the number of units or general square footage shall be allowed for the residential, live-work, and retail/commercial components only.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. **Scope of Services**. City/CRA shall complete the Project and all work specified in this Agreement inclusive of the Exhibits, and agrees to comply with all the terms, requirements, and conditions of this Agreement. Unless stated otherwise in this Agreement, the work required of City/CRA includes all labor, materials and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render City/CRA's performance impractical, illogical, or unconscionable. City/CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. City/CRA shall provide to County advance notice of all public meetings related to the Project. City/CRA shall keep County informed throughout the planning, design, and construction of the Project.
- 2.2. **Change of Scope Procedures**. City/CRA acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.
- 2.3. **Contract Administrator Authority**. Unless otherwise expressly stated herein or in the applicable Procurement Code, County Code of Ordinances, or County Administrative Code, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

ARTICLE 3. FINANCIAL CONTRIBUTIONS

- 3.1 The parties agree that the total maximum financial contribution of County for the Project shall not exceed One Million One Hundred Thousand Dollars (\$1,100,000.00). County will provide this contribution pursuant to the Schedule of Payments, included as Exhibit A.

3.2 Any monetary payments to any consultants or vendors are the sole responsibility of City/CRA, and County has no responsibility for any such payment.

ARTICLE 4. TERM AND TIME OF AGREEMENT

4.1 Term. The Agreement shall become effective on the date it is fully executed by the parties (the "Effective Date"). The term of the Agreement shall be for a period of ten (10) years from the Effective Date (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for three additional one (1) year terms (each an "Extension Term") by sending notice of renewal to City/CRA at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise this renewal option.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 All duties, obligations, and responsibilities of City/CRA required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by County or City/CRA is provided pursuant to the Notices provision.

4.5 Time is of the essence for all performance required under this Agreement.

ARTICLE 5. TERMINATION

5.1 In addition to the provisions of Section 6.1, this Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to City/CRA of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

5.2 Termination of this Agreement for cause shall include, but not be limited to, negligent or intentional acts, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breaches of this Agreement that have a material adverse effect on the efficient administration of the Project, notwithstanding whether any such breach was previously waived or cured.

5.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

5.4. In the event this Agreement is terminated for convenience, County shall immediately cease contributions or payments upon the date of cancellation; upon being notified of County's election to terminate, City/CRA shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. City/CRA acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by City/CRA, for County's right to terminate this Agreement for convenience, and City/CRA hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

ARTICLE 6. ACCESS TO RECORDS, ANNUAL REPORTING AND OWNERSHIP OF DOCUMENTS

6.1 This Agreement may be unilaterally canceled by any of the parties for refusal by another party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

6.2 City/CRA shall provide County a report each year on the anniversary of the Effective Date (the "Annual Report"). The Annual Report must detail current Project status, outline progress of outstanding tasks, and include an updated Project schedule as well as a projected Project completion date.

6.3 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County. If a copyright is claimed, City/CRA grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by any consultant, vendor, or City/CRA, and provided to County under this Agreement, whether finished or unfinished, shall become the property of County.

ARTICLE 7. GOVERNMENTAL IMMUNITY AND INSURANCE

7.1 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 by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section

768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

7.2 City/CRA is an entity subject to Section 768.28, Florida Statutes, and City/CRA shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 8. MISCELLANEOUS

8.1 **Public Records.** To the extent City/CRA is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City/CRA shall:

- a. Keep and maintain public records required by County to perform under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Transfer to County, at no cost, all public records in possession of City/CRA upon completion or termination of this Agreement or keep and maintain public records required by County. If City/CRA transfers the records to County, City/CRA shall destroy any duplicate public records that are exempt or confidential and exempt. If City/CRA keeps and maintains public records upon completion of this Agreement, City/CRA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of City/CRA to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. City/CRA will provide any requested records to County to enable County to respond to the public records request.

IF CITY/CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY/CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NORTHEAST 3rd STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

8.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by a party. If City/CRA violates this provision, County shall have the right to immediately terminate this Agreement.

8.3 Audit Rights. County shall have the right to audit the books, records, and accounts of the City/CRA and its subcontractors that are related to this Project. City/CRA and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of City/CRA and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City/CRA or its subcontractors, as applicable, shall make same available at no cost to County in written form.

City/CRA and its subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to City/CRA and its subcontractors' records, City/CRA and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by City/CRA or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the County's disallowance and recovery of any payment upon such entry. City/CRA shall ensure that the requirements of this Section are included in all agreements with its subcontractors.

8.4 Materiality and Waiver of Breach. County and City/CRA agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.5 Notices. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Director, Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

With copy to:

Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

NOTICE TO CITY:

City Manager
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

With copy to:

City Clerk
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

NOTICE TO CRA

CRA Executive Director
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

8.6 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

8.7 Independent Contractors. CRA and City are each an independent contractor under this Agreement. Services provided by City/CRA pursuant to this Agreement shall be subject to the supervision of City/CRA. In providing such services, neither City/CRA nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to CITY/CRA or its agents any authority of any kind to bind County in any respect whatsoever.

8.8 Third Party Beneficiaries. CITY, CRA and County do not intend that any person shall have a cause of action against any party as a third-party beneficiary under this Agreement. Therefore, the 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 any party based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.9 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.

8.10 Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against any party.

8.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.12 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

8.13 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY/CRA AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

8.14 Amendments. Except as provided for extensions in Section 4.2, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City/CRA. Further, City/CRA acknowledges and agrees that the

Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

8.15 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.16 Incorporation by Reference. The truth and accuracy of each Recital set forth above is acknowledged by the parties. The attached Exhibit A is incorporated into and made a part of this Agreement.

8.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

8.18 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other parties, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other parties in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, a party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This Section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement

8.19 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: 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__, City, signing by and through its Mayor, duly authorized to execute same, and City of Oakland Park Community Redevelopment Agency, signing by and through its Chair, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Damaris Henlon 4/22/19
Damaris Henlon (Date)
Assistant County Attorney

By: Maitte Azcoitia 4/23/19
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF OAKLAND PARK, AND THE
CITY OF OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

CITY


Attest:



City Clerk

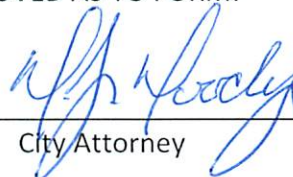
By 

for Mayor-Commissioner
19 day of April, 2019

By 

City Manager
22 day of April, 2019

APPROVED AS TO FORM:



City Attorney


INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF OAKLAND PARK, AND THE
CITY OF OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

CRA

Attest:


Clerk

OAKLAND PARK COMMUNITY
REDEVELOPMENT AGENCY
By 
Chair
19 day of April, 2019

By 
Executive Director
22 day of April, 2019

APPROVED AS TO FORM:


Agency Attorney

EXHIBIT A – SCHEDULE OF PAYMENT

- 1.1 The total maximum financial contribution of County for the Project shall not exceed One Million One Hundred Thousand Dollars (\$1,100,00.00).

No County transfer of funds shall be made until Project completion and proper documentation of the same is reviewed by County and found sufficient by County. The milestone for this Project is that the City/CRA must complete construction of the Project and submit the following documentation to the County no later than six (6) years after the Effective Date of this Agreement:

- a. A signed letter from the Mayor or City Manager certifying completion of the Project;
- b. Submission of a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications;
- c. Documentation indicating the entire Project has received ALL final Certificates of Occupancy;
- d. Appearance of the entire Project on the Broward County Property Appraiser's ad valorem tax roll; and
- e. Any additional materials and information County believes relevant to support the request for payment.

After completion of the Project and upon satisfactory review and approval of all required documentation from City/CRA, County shall transfer to City/CRA an amount not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00), from the County's share of tax revenue generated by the Project. This total amount will be paid in annual installments, equal to County's share of ad valorem taxes in a given year, paid in successive years, beginning when City/CRA meets all milestone and documentation requirements included in this Exhibit A and County receives ad valorem tax revenue generated by the Project, and continuing until the entire One Million One Hundred Thousand Dollars (\$1,100,000.00) has been fully disbursed to City/CRA.

- 1.2 City/CRA agrees that should the Project not meet the milestone within six (6) years after the Effective Date of this Agreement, no funds will be transferred by County.

- 1.3 All documentation is subject to County's review and approval prior to payment. The documentation must be submitted in electronic format acceptable to County. County may require that City/CRA furnish such additional materials and information as County believes relevant to support the request for payment. Funds shall be processed for transfer within thirty (30) days after completion of County's review and approval of the complete documentation.

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