

## **INTERLOCAL SERVICES AGREEMENT (RESIDENTIAL PROGRAMS)**

**THIS INTERLOCAL SERVICES AGREEMENT (RESIDENTIAL PROGRAMS)** (this "Agreement") is made and entered into as of October 1, 2024, by and between the **CITY OF HALLANDALE BEACH**, a Florida municipal corporation (the "City") and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "HBCRA,") (the City and HBCRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### **R E C I T A L S**

1. The Parties agree that one of their joint missions is to enhance the quality of life for residents by eliminating and preventing blighted conditions through residential rehabilitation.

2. The HBCRA previously administered the City's residential program for assisting residents with the installation of shutters or impact glass until fiscal year 2019, when the City stopped funding the residential program.

3. On June 7, 2023, the City Commission allocated One Hundred Thousand and 00/100 Dollars (\$100,000.00) to fund two (2) residential programs consisting of a shutter/impact glass program and a senior mini-grant program for residents who reside outside the Community Redevelopment Area (the "CRA") boundaries.

4. On September 26, 2023, the City Commission allocated One Hundred and Seventy-Seven Thousand Dollars 00/100 (\$177,000) as part of the FY 2023-24 adopted budget to fund two (2) residential programs consisting of a shutter/impact glass program and a senior mini-grant program for residents who reside outside the Community Redevelopment Area (the "CRA").

5. On September 25, 2024, the City Commission allocated Two Hundred Thousand and 00/100 Dollars (\$200,000) to fund two (2) residential programs consisting of a shutter/impact glass program and a senior mini-grant program for residents who reside outside the Community Redevelopment Agency Area (the "CRA").

6. HBCRA Staff is currently managing a shutter/impact window glass program and a senior mini-grant program for residents residing within the CRA boundaries and, as such, HBCRA Staff is uniquely qualified to manage the City's programs since HBCRA Staff administered the City's shutter/impact glass program for about seven years in the past.

7. The City and the HBCRA desire to enter into this Agreement to provide the terms and conditions under which the HBCRA will administer the City's shutter/impact glass and senior mini-grant programs for residents who reside outside the CRA boundaries.

**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 HBCRA 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 HBCRA will administer the City’s shutter/impact glass and senior mini-grant programs (collectively, the “Programs”) for residents who reside outside the CRA boundaries (collectively, the “Services”).

Section 3. Services. The Services to be provided by the HBCRA will generally consist of the following:

3.1 Administration to include overseeing all aspects of the Programs including (a) reviewing and approving applications and (b) preparation of all necessary grant documentation based upon forms to be provided by the City.

3.2 Inspection and evaluation of participating properties prior to and following Program participation.

3.3 Dissemination of information about the Programs and including electronic media and printed literature.

3.4 Providing quarterly reports to the City Manager regarding Program participation.

The Services shall not include disbursement of the applicable grants to the Program participants, which disbursements will be administered by the City at the direction of the HBCRA.

Section 4. Compensation to HBCRA. In consideration of providing the Services, the City agrees to pay to the HBCRA a percentage of the salary (including benefits) of five HBCRA staff to manage the Programs. The position allocation is as follows:

- (a) Deputy Executive Director - 10%
- (b) Program Manager - 15%
- (c) Residential Administrative Specialist (2 positions) - 15%

- (d) Residential & Business Coordinator - 15%
- (e) Budget & Finance Manager – 5%

Any City funds allocated for the Services but unspent as of September 30, 2025, shall roll over to the following fiscal year (i.e., Fiscal Year 2025-26).

Section 5. Term. The term of this Agreement shall begin on October 1, 2024, and end on September 30, 2025.

Section 6. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of Services in accordance with this Agreement. Such books and records shall specifically reference HBCRA staff time keeping with respect to the Services. Such books and records will be available at all reasonable times for examination and audit by City and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to be performed pursuant to this Agreement.

Section 7. Miscellaneous.

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

7.2 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 HBCRA and approved by the HBCRA Board and the City Commission.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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 its 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.

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

7.9 Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered by the HBCRA or the City without the prior written consent of the other party in each instance.

7.10 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.

7.11 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.

7.12 Prevailing Parties. If either Party is required to engage in litigation against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder including, but not limited to, all attorney's fees and court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder including any proceedings to enforce this provision.

**Section 8. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO**

**THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

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

**CITY OF HALLANDALE BEACH**,  
a Florida municipal corporation

By: \_\_\_\_\_  
Jeremy Earle  
City Manager

ATTEST:

By: \_\_\_\_\_  
Jenorgen M. Guillen  
City Clerk

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Jennifer Merino  
City Attorney

**HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**,  
a public body corporate and politic

By: \_\_\_\_\_  
Jeremy Earle  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Jenorgen M. Guillen  
HBCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Taylor English Duma LLP  
HBCRA Attorney