

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into as of February ____, 2022, 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").

RECITALS

1. The City was awarded a State of Florida Department of Transportation ("FDOT") grant in the amount of \$2,500,000 to acquire nine (9) electric buses and related equipment, including charging stations (the "Project"), which grant required a City match of \$2,500,000 for a total Project cost of \$5,000,000.

2. On June 3, 2020, the City Commission adopted Resolution No. 2020-036 approving a Grant Agreement between the City and FDOT with the understanding that the City match of \$2,500,000 would be funded partly by the HBCRA and the City's Transportation Funds.

3. On February 16, 2022, the City Commission adopted Resolution No. 2022-XX approving an updated Project Budget for the total amount of 5,082,837 for the purchase of the buses and related equipment.

4. For Fiscal Year 2021-2022, the HBCRA has budgeted and appropriated \$1,937,128 for the Project and the City's Transportation Funds has set aside \$532,044 for a total of \$2,469,172. The balance of \$113,665 will be budgeted by the City in Fiscal Year 2022-2023 for the completion of the purchase of the buses, charging equipment and associated fees.

5. The City and HBCRA desire to set forth certain rights and obligations of the parties relative to the Project as set forth in this Agreement.

NOW, THEREFORE, the City and the HBCRA agree as follows:

Section 1. Recitals; 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. Project Funding. For Fiscal Year 2021-22, the HBCRA shall provide \$1,937,128 to the City for the Project (the “HBCRA Contribution”). For Fiscal Year 2021-22, the City shall contribute \$532,044 from the City’s Transportation Funds to the Project for a total Project funding of \$4,969,172 (which includes the FDOT Grant of \$2,500,000 and the HBCRA Contribution). Subject to the approval of the City Commission and the Board of Directors of the HBCRA, the balance of the Project costs amount is \$113,665 will be budgeted and appropriated in Fiscal Year 2022-2023 for the completion of the purchase of the buses, charging equipment and associated fees. The payment of such funds by the HBCRA to the City shall be set forth in an amendment to this Agreement. The overall bus purchase cost, which is to be fully funded by FY2023 is \$5,082,837.

Section 3. Payment of HBCRA Contribution to City. The HBCRA Contribution shall be paid by the HBCRA to the City, in whole or in part, based upon written request by the City to the HBCRA along with itemized documentation confirming that the requested payment is for the Project. The City agrees to use the HBCRA Contribution solely for the Project and for no other purposes whatsoever.

Section 4. HBCRA Obligations. The HBCRA covenants and agrees to take all actions as necessary and appropriate to enable the City to receive the HBCRA Contribution.

Section 5. Reporting Requirements. On a monthly basis, the City will submit to the HBCRA written reports summarizing Project activities including, but not limited to, ridership count, headway times and customer service satisfaction. From time to time, the parties may agree on additional matters to be included in the monthly reports. The requirement to provide monthly reports shall continue until such time as the HBCRA notifies the City that such are no longer needed.

Section 6. Authorization to Enter into Agreement. The Parties hereby represent and warrant to each other (a) that this Agreement has been duly approved by the City Commission and Board of Directors of the HBCRA, as applicable, executed and delivered by the Parties and constitutes a legal, valid and binding obligation of the Parties enforceable in accordance with its terms and (b) that the execution, delivery and performance by the Parties of this Agreement does not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, the terms of any applicable law, charter provision, code provision, regulation, order, judgment or decree of any court or governmental or regulatory body (including the City), or any agreement, document or instrument to which a Party or any of its assets or property is bound.

Section 7. Covenant Not to Challenge. This Agreement has been negotiated by the parties with the expectation and in reliance upon the assumption that it is valid and enforceable. The Parties hereby covenant and agree, to the fullest extent permitted by law, that it shall neither of them shall initiate in any proceeding a challenge to the validity or enforceability of this Agreement.

Section 8. Miscellaneous.

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

8.2 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 City Commission and the Board of Directors of the HBCRA.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 Prevailing Parties. If either Party is required to engage in litigation against the 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 9. 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: _____
Spiritus Law LLC
HBCRA Attorney