

EXHIBIT 4
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HALLANDALE BEACH AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL

This Interlocal Agreement by and between, the City of Hallandale Beach (herein referred to as “City”), and Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes is entered into and becomes fully effective pursuant to Section 17 of this Agreement .

WITNESSETH:

Whereas, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969, “authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, the City of Hallandale Beach has adopted form-based zoning regulations for the CRA Area to ensure high-quality redevelopment consistent with the CRA Plan;

Whereas, the City desires to attract compatible redevelopment to areas along Hallandale Beach Boulevard located outside of the CRA Area;

Whereas, the City has received a community planning grant from the Department of Economic Development for the Hallandale Beach Boulevard corridor revitalization plan;

Whereas, the City and the Council desire to enter into an agreement to facilitate implementation of the Hallandale Beach Boulevard corridor revitalization plan by establishing design guidelines and amending the local land development regulations; and

Whereas, amending these documents to facilitate high-quality redevelopment is in the best interest of the citizens of the City of Hallandale Beach, Florida.

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to establish a service contract between the City and the Council:
 - 1. Specify services to be provided by the Council;
 - 2. Establish agreed upon cost for such services;
 - 3. Determine a general schedule for services and related tasks to be completed;
 - 4. Identify the purpose of the required services, which is for the Council to assist the City in establishing the Hallandale Beach Boulevard Revitalization Plan by rezoning areas specified in Exhibit B, establishing zoning regulations and a Regulating Plan for same area and Design Guidelines for the corridor (from I-95 to A1A).
- B. The City and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations identified in Scope of Work as identified in Attachment "A" of this Agreement to the satisfaction of the City.
- C. The City and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The City and Council mutually agree to establish a mechanism to resolve any conflicts that may arise from the implementation of the Plan by using the process included in the Intergovernmental Coordination Element of the City's Comprehensive Growth Management Plan or other mutually agreed process.
- F. The City agrees to:
 - 1. Assist in the development of the code and design guideline documents by providing review and input in a timely manner.
 - 2. Assist in the preparation of staff reports for City board hearings.
 - 3. Provide all public notices required.
 - 4. Process all requests for reimbursement in a timely manner

SECTION 3. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the City, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. The City shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the City:

City Manager – Daniel Rosemond
400 South Federal Highway, Hallandale Beach, FL 33009
City Attorney - V. Lynn Whitfield
400 South Federal Highway, Hallandale Beach, FL 33009
With Copy to Development Services Director – Keven R. Klopp
400 South Federal Highway, Hallandale Beach, FL 33009

For The Council:

Executive Director – Michael J. Busha
421 SW Camden Avenue, Stuart, FL 34994

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the City agrees to pay the Council a fixed fee not to exceed forty-eight thousand and 00/100 dollars (\$48,000). This fixed fee includes, printing costs, film processing, mail, couriers and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, as accepted by the City shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Broward County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The City and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 17. EFFECTIVE DATE

This Agreement shall become effective upon its approval and execution by the City and the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Regional Planning Council, the City and the filing of a certified copy hereof with the Clerk of the Circuit Court of Broward County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: _____
Mario Bataille, CMC, City Clerk

City of Hallandale Beach

By: _____
Interim City Manager

Approved as to form and legal sufficiency

By: _____
Interim City Attorney

Date: _____

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Michael J. Busha, AICP
As its Executive Director

EXHIBIT A
UPDATE TO THE LAND DEVELOPMENT REGULATIONS
AND DESIGN GUIDELINES
FOR
THE CITY OF HALLANDALE BEACH
SCOPE OF SERVICES

GENERAL

The City of Hallandale Beach (City) seeks assistance in extending form-based land development regulations along Hallandale Beach Boulevard and establishing Design Guidelines for the same area. As such, the Treasure Coast Regional Planning Council (Council) is pleased to submit this scope of services. Council views this effort as a series of interrelated tasks to be completed by the Council and the City in accordance with this Attachment, and the Agreement between the Council and City.

The project boundaries shall be limited to an area as described in Attachment B: Project Boundary Map. Attachment B indicates areas considered for new form-based zoning.

PROJECT TIMEFRAME

The project timeframe will commence upon execution of this Agreement. It is anticipated that all tasks contemplated within the Scope of Services shall be substantially complete no later than six months from date of signing with a target completion date of March 1, 2017. This schedule relies heavily upon City staff providing review comments/edits within a timely manner. Council will provide draft documents in accordance with the schedule; however, the timeliness of approval by the City boards cannot be guaranteed.

COST

Total cost to perform tasks detailed in this Scope of Services: \$48,000

TASKS AND DELIVERABLES

| | |
|--|-----------------|
| Task1 – Form-Based Land Development Regulations | \$37,500 |
| Task 2 – Design Guidelines – Hallandale Beach Blvd. | \$10,500 |

TASK 1 - Form-Based Land Development Regulations - \$37,500

In collaboration with the City, the Council will:

- a. Update and revise the Land Development Regulations and Zoning Maps (Code) for new development within the area identified in ATTACHMENT B, following the principles of the form-based zoning techniques already adopted in the RAC zoning districts.
 - 1. The updated code will assess and make recommendations considering, but not limited to, the following:
 - a. Neighborhood identity and scale
 - b. Appropriate building types
 - c. Building placement
 - d. Building height
 - e. Parking placement
 - f. Parking quantity
 - g. Public open space
 - h. Civic & public buildings
 - i. Block scale and access
 - j. Street types, street spacing, and street sections
 - k. Administration

Council will update the Zoning Maps as well as develop a Regulating Plan, as needed.

- b. Prepare and submit draft code amendments to staff for review. Draft code language shall be provided so the updated code language can be inserted directly into the City's existing zoning ordinance.
- c. Meet with City staff to discuss staff proposed revisions to draft code.
- d. Prepare public meeting materials and presentations, and assist with staff reports. .
- e. Resubmit to City staff revised draft standards for review and recommendation for approval and distribution to the City's designated LPA
- f. Attend, present, and participate in a total of four public meetings to review and approve the Code amendments as follows: one public workshop, one hearing for the LPA, and two public hearings for the City Council.
- g. Prepare and submit written responses or revisions to the Code amendments based on comments and recommendations received from the LPA and City Council.
- h. Submit final draft for adoption by the City Council.

TCRPC staff will also be available to attend all staff-level meetings (either in person or via conference call) necessary to ensure the success of the implementation process.

TASK 1 FEE DISBURSEMENT

- 25% (\$ 9,375) Upon completion of the first project coordination meeting.
- 65% (\$24,375) Submit the first draft of the code amendments to City Staff.
- 10% (\$ 3,750) Submit revised draft of the code amendments to be considered for adoption.
- Total \$37,500**

TASK 2– Design Guidelines - \$10,500

In collaboration with the City, the Council will develop design guidelines to ensure high-quality redevelopment occurs in the City. The guidelines will establish superior streetscapes throughout the Hallandale Beach Boulevard corridor (including portions that fall within the Central RAC zoning district), illustrate building frontage treatments that encourage the greatest pedestrian activity, ensure harmonious transitions in building scale, and detail the elements for successful open spaces and public art. To achieve these goals, Council shall prepare the following:

- a. Design Guidelines for the Project area. At a minimum, these guidelines will consider:
 1. Guidelines for Buildings. Guidelines for development along the boulevard to help create a superior public realm, including
 - a. Building frontage details (coordinating street design and building frontage areas).
 2. Architectural elements (awnings, arcades, glazing, etc.).
 3. Transitions in scale and massing to ensure compatibility between different developments and areas.
 4. Parking and access details
 2. Streetscape Design. Guidelines for Hallandale Beach Boulevard to establish a cohesive streetscape along the thoroughfare, including
 - a. Landscaping type and location.
 - b. City street furniture specifications, including lighting, benches, trash receptacles.
 - c. Café and outdoor seating configurations;
 - d. Utility equipment screening and placement;
 3. Transit stops and infrastructure design (coordinating design and placement to ensure safety and mixing modes by providing bike racks at bus stops). Open Space and Civic Art Guidelines. Details and configurations to create superior public spaces, including
 - a. Configurations to support intended use;
 - b. Seating and amenities arrangements;
 - c. Civic art (sculpture, fountains, etc.);

- d. Way-finding signage
4. Sustainable design (decrease carbon footprint and address environmental concerns through materials, and treatments used), to the extent possible.
 5. Safety (ensuring pedestrian crossings are adequately spaced, sufficient lighting is provided, sidewalks are buffered from the roadway, and bike lanes are protected).
 6. Provide a procedural (application requirements and review process) framework in which to encourage and implement the Design Guidelines.
 7. Prepare and submit to the City staff the draft guidelines for review.
 8. Meet with City staff to discuss staff proposed revisions to draft guidelines.
 9. Resubmit to City staff revised draft guidelines for review and recommendation for approval and distribution to the City's designated LPA.
 10. Prepare public workshop presentation and assist with staff report. (City staff will present.)
 11. Prepare public hearing presentation and assist with staff report. Attend, present with city staff, and participate in one LPA public hearing required for review of guidelines. Revise guidelines per LPA comments and submit to City Staff for review and recommendation for approval.
 12. Attend, present with city staff, and participate in up to two City Council public hearings required for review of guidelines.

TASK 2 FEE DISBURSEMENT

- 25% (\$ 2,625) Upon completion of the first project coordination meeting.
- 40% (\$ 4,200) Submit the first draft of the Hallandale Beach Blvd. guidelines to City Staff.
- 25% (\$ 2,625) Submit the first draft of the Hallandale Beach Blvd. guidelines to City Staff.
- 10% (\$ 1,050) Submit final draft of the guidelines to be considered for adoption.

Total \$10,500

FEES AND REIMBURSABLE EXPENSES

Professional services described in this proposal will be performed for a fixed fee in the amount of \$48,000. This fixed fee includes printing costs, film processing, mail, couriers and other costs related to the services provided, payable according to the schedule. It does not include advertisement costs for the above mentioned public hearings/workshops, food to be provided to the public attending public hearings/workshops, or rental of space associated with public hearings (should it be necessary). The City will solely be responsible for payments related to rental space, refreshments at public meetings, and notice of hearing costs.

FORMAT OF DELIVERABLES

Council shall provide the City with final work products in the following format:

1. Council shall print written documents (1 copy each only) on paper, as appropriate, and shall also provide digital copies of such documents in an appropriate format (pdf).
2. Council shall provide graphic documents, including drawings, diagrams, maps, or other comparable materials (1 copy each only) on paper, as appropriate, and in a digital format suitable for reproduction. If developed, GIS files for newly created maps or shape files shall be provided to the city.
3. Schedule and Meetings (may be revised, as needed)

ANTICIPATED TASKS & RELATED MEETINGS FOR COUNCIL TO ATTEND:

| Task/ Meeting | Estimated/Projected Date | Duration | Location |
|--|--------------------------|-----------|------------------------------------|
| Kick-off Meeting | October 15, 2016 | 2 hours | Meeting City Hall |
| Update Meeting | December 15, 2016 | 2 hours | Conference Call/ CoHB City Hall |
| Executive Session with City Manager/City Staff Discussion with Council | November 15, 2016 | 3.5 hours | Conference Call/ CoHB City Hall |
| Draft 1 Form-based Code | October 15, 2016 | 120 hours | n/a |
| Draft 2, Form-based Code | November 2016 | 40 hours | n/a |
| Design Guidelines | November 2016 | 80 hours | n/a |
| Community/Public Meeting | November 2016 | 7 hours | CoHB Cultural Center |
| Staff Reports, power points, maps, etc. (draft 1) | December 2016 | 10 hours | n/a |
| Staff Reports, power points, maps, etc. (revision) | January 2017 | 4 hours | n/a |
| Joint Workshop (Commission/PZB) | February 2017 | 4 hours | CoHB Commission Chambers |
| PZB Public Hearing | March 2017 | 4 hours | CoHB Commission Chambers |
| City Commission Public Hearing | April 2017 | 4 hours | CoHB Commission Chambers |

EXHIBIT B

BOUNDARIES OF STUDY AREA

The Zoning and Land Development Code regulation revisions shall be limited to the areas identified below as “New Form-Based Code”. This area includes all commercial parcels fronting Hallandale Beach Boulevard from Interstate 95 to the Intracoastal Waterway, which are currently not in a RAC Zoning District.

The Design Guidelines shall apply to Hallandale Beach Boulevard, including those portions currently located within the Central RAC Zoning District. .

