

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into this 20th day of September, 2017, 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 many individuals either do not own dependable transportation vehicles or for other reasons are in need of transportation services; and

Whereas, demographic analysis of the Community Redevelopment Area demonstrates a particular need for transit services; and

Whereas, both parties agree that the implementation of transit services through the minibus operation meets the needs of this unique community; and

Whereas, an objective of the Hallandale Beach redevelopment plan is to create a safe, efficient traffic circulation system, one which provides sufficient access by multi-modal components of transportation between activity centers within the CRA and the balance of the community; and

Whereas, the CRA desires to contract with the City to continue implementation of the current minibus service and/or to enhance this service by considering the implementation of a trolley service; and

Whereas, the Service will benefit the community through providing individuals with means of transportation to places of work, schools, and businesses; and

Whereas, an inter-local agreement between the City and the CRA will provide funding for the program to assist in covering the cost for this vital service; and

Whereas, the CRA and the City recognize the potential outstanding benefits of the enhanced 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 continue to provide 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 Department of Public Works, Utilities and Engineering will provide continued and enhanced transit service to the community through the Minibus Transit System.

2.1 The Hallandale Beach Department of Public Works, Utilities and Engineering (DPW) will provide Program Administration.

2.2 DPW will coordinate with the company contracted to operate the transit service, Limousines of South Florida, Inc., to ensure that the service is provided effectively, to address customer concerns and to provide payment for services in accordance with contractual obligations. The map and schedule of the current transit system is attached as Exhibit A.

2.3 DPW will provide recommendations for enhancing the services and will coordinate expansion of services to the Community Redevelopment Area.

Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City of Hallandale Beach Three Hundred Twenty Seven Thousand Eight Hundred Fifty Six Dollars (\$327,856) 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, 2016, 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 2016-2017 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 upon receipt of an invoice(s) 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 statement reflects the 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 30, 2017.

Section 4. Term. The term of this Contract shall begin on October 1, 2016, and end on September 30, 2017. 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 2017-2018 Fiscal Year. The payments will be made upon receipt of an invoice(s) from the City.

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 than 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 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.

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, nor 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.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY:

CRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Roger M. Carlton
City Manager

By: _____
Roger M. Carlton
CRA Director

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
HBCRA Clerk

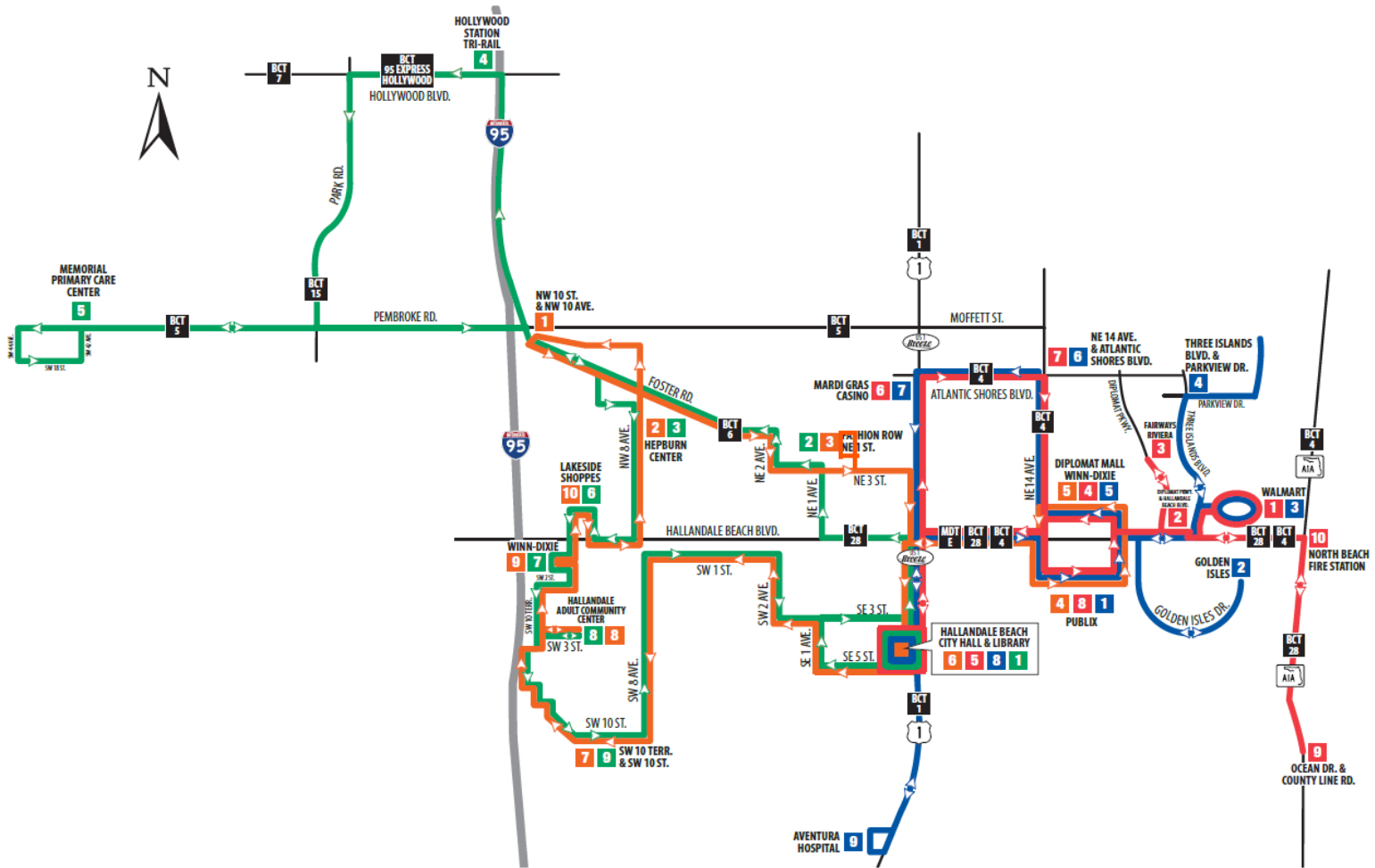
Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: _____
Jennifer Merino, City Attorney

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

EXHIBIT A



Route 1

HALLANDALE BEACH WALMART	DIPLOMAT PKWY HALLANDALE BEACH BLVD	FAIRWAYS RIVIERA	DIPLOMAT MALL WINN-DIXIE	HALLANDALE CITY HALL & LIBRARY	MARDI GRAS	NE 14 AVE ATLANTIC SHORES BLVD	GOLDEN ISLES SC PUBLIX SE 14 AVE	OCEAN DR COUNTY LINE RD	NORTH BEACH FIRE STATION	HALLANDALE BEACH WALMART
1	2	3	4	5	6	7	8	9	10	1
7:00a	7:05a	7:10a	7:15a	7:24a	7:33a	7:38a	7:43a	7:49a	7:54a	7:59a
8:00a	8:05a	8:10a	8:15a	8:24a	8:33a	8:38a	8:43a	8:49a	8:54a	8:59a
9:00a	9:05a	9:10a	9:15a	9:24a	9:33a	9:38a	9:43a	9:49a	9:54a	9:59a
10:00a	10:05a	10:10a	10:15a	10:24a	10:33a	10:38a	10:43a	10:49a	10:54a	10:59a
11:00a	11:05a	11:10a	11:15a	11:24a	11:33a	11:38a	11:43a	11:49a	11:54a	11:59a
12:01p	12:07p	12:13p	12:19p	12:29p	12:39p	12:45p	12:50p	12:57p	1:03p	1:08p
1:11p	1:17p	1:23p	1:29p	1:39p	1:49p	1:55p	2:00p	2:07p	2:13p	2:18p
2:21p	2:27p	2:33p	2:39p	2:49p	2:59p	3:05p	3:10p	3:17p	3:23p	3:28p
3:31p	3:37p	3:43p	3:49p	3:59p	4:09p	4:15p	4:20p	4:27p	4:33p	4:38p
4:41p	4:47p	4:53p	4:59p	5:09p	5:19p	5:25p	5:30p	5:37p	5:43p	5:48p
5:53p	5:59p	6:05p	6:11p	6:21p	6:31p	6:37p	6:42p	6:49p	6:55p	7:00p

Route 2									
GOLDEN ISLES SC PUBLIX SE 14 A	GOLDEN SLES	HALLANDALE BEACH WALMART	THREE ISLANDS BLVD PARKVIEW DR	DIPLOMAT MALL	NE 14 AVE ATLANTIC SHORES BLVD	MARDI GRAS	HALLANDALE CITY HALL & LIBRARY	AVENTURA HOSPITAL	GOLDEN ISLES SC PUBLIX SE 14 A
1	2	3	4	5	6	7	8	9	1
7:00a	7:05a	7:12a	7:18a	7:27a	7:35a	7:39a	7:47a	7:53a	8:03a
8:04a	8:09a	8:16a	8:22a	8:31a	8:39a	8:43a	8:51a	8:57a	9:07a
9:08a	9:13a	9:20a	9:26a	9:35a	9:43a	9:47a	9:55a	10:01a	10:11a
10:12a	10:17a	10:24a	10:30a	10:39a	10:47a	10:51a	10:59a	11:05a	11:15a
11:16a	11:21a	11:28a	11:34a	11:43a	11:51a	11:55a	12:04p	12:11p	12:21p
12:22p	12:27p	12:34p	12:40p	12:49p	12:57p	1:01p	1:11p	1:18p	1:28p
1:29p	1:34p	1:41p	1:47p	1:56p	2:04p	2:08p	2:18p	2:25p	2:35p
2:36p	2:41p	2:48p	2:54p	3:03p	3:11p	3:15p	3:25p	3:32p	3:42p
3:42p	3:47p	3:54p	4:00p	4:09p	4:17p	4:21p	4:31p	4:38p	4:48p
4:48p	4:53p	5:00p	5:06p	5:15p	5:23p	5:27p	5:37p	5:44p	5:54p
5:54p	5:59p	6:06p	6:12p	6:21p	6:29p	6:33p	6:43p	6:50p	7:00p

Route 3										
	LLANDALE CITY HALL LIBRARY	FASHION ROW / 11 AVE	PUBURN CENTER / 8 AVE	RA HOLLYWOOD I-RAIL	OWARD SOUTH GIONAL HEALTH CTR	KE SIDE OPS	NN-DIXIE LLANDALE BB & SW 10 T	LLANDALE ADULT COMMUNITY CENTER	/ 10 T / 10 A HALLANDALE	LLANDALE CITY HALL LIBRARY
NW 10th Street/ NW 10th Ave.	FOSTER ROAD/ HEPBURN	FASHION ROW	PUBLIX/ GOLDEN ISLES	DIPLOMAT MALL	CITY HALL/ LIBRARY	SW 10 TERRACE/ SW 10TH	HALLANDALE BEACH CH ADULT COMMUNITY TV CENTER	WINN DIXIE	LAKESIDE SHOPS/ IHOP	NW 10th Street/ NW 10th Ave.
1	2	3	4	5	6	7	8	9	10	1
7:00 a	7:03 a	7:07 a	7:16 a	7:20 a	7:30 a	7:40 a	7:43 a	7:47 a	7:50 a	8:00 a
8:00 a	8:03 a	8:07 a	8:16 a	8:20 a	8:30 a	8:40 a	8:43 a	8:47 a	8:50 a	9:00 a
9:00 a	9:03 a	9:07 a	9:16 a	9:20 a	9:30 a	9:40 a	9:43 a	9:47 a	9:50 a	10:00 a
10:00 a	10:03 a	10:07 a	10:16 a	10:20 a	10:30 a	10:40 a	10:43 a	10:47 a	10:50 a	11:00 a
11:00 a	11:03 a	11:07 a	11:16 a	11:20 a	11:30 a	11:40 a	11:43 a	11:47 a	11:50 a	1200 p
12:00 p	12:03 p	12:07 p	12:16 p	12:20 p	12:30 p	12:40 p	12:43 p	12:47 p	12:50 p	1:00 p
1:00 p	1:03 p	1:07 p	1:16 p	1:20 p	1:30 p	1:40 p	1:43 p	1:47 p	1:50 p	2:00 p
2:00 p	2:03 p	2:07 p	2:16 p	2:20 p	2:30 p	2:40 p	2:43 p	2:47 p	2:50 p	3:00 p
3:00 p	3:03 p	3:07 p	3:16 p	3:20 p	3:30 p	3:40 p	3:43 p	3:47 p	3:50 p	4:00 p
4:00 p	4:03 p	4:07 p	4:16 p	4:20 p	4:30 p	4:40 p	4:43 p	4:47 p	4:50 p	5:00 p
5:00 p	5:03 p	5:07 p	5:16 p	5:20 p	5:30 p	5:40 p	5:43 p	5:47 p	5:50 p	6:00 p
6:00 p	6:03 p	6:07 p	6:16 p	6:20 p	6:30 p	6:40 p	6:43 p	6:47 p	6:50 p	7:00 p

Route 4

NW 10th Street/ NW 10th Ave.	ENTERED ROAD/ HEPBURN	ROW	SLES	T MALL	/	RACE/ LIBRARY	WATER BEACH COMMUNITY	WIE	SHOPS/ IHOP	10th Street/ NW 10th Ave.		
1		NW 10th Street/ NW 10th Ave.	FOSTER ROAD/ HEPBURN	FASHION ROW	PUBLIX/ GOLDEN ISLES	DIPLOMAT MALL	CITY HALL/ LIBRARY	SW 10 TERRACE/ SW 10TH	HALLANDALE BEACH ADULT COMMUNITY CENTER	WINN DIXIE	LAKESIDE SHOPS/ IHOP	NW 10th Street/ NW 10th Ave.
7:00 a	7:00 a	1	2	3	4	5	6	7	8	9	10	1
8:00 a	8:00 a	7:00 a	7:03 a	7:07 a	7:16 a	7:20 a	7:30 a	7:40 a	7:43 a	7:47 a	7:50 a	8:00 a
9:00 a	9:00 a	8:00 a	8:03 a	8:07 a	8:16 a	8:20 a	8:30 a	8:40 a	8:43 a	8:47 a	8:50 a	9:00 a
10:00 a	10:00 a	9:00 a	9:03 a	9:07 a	9:16 a	9:20 a	9:30 a	9:40 a	9:43 a	9:47 a	9:50 a	10:00 a
11:00 a	11:00 a	10:00 a	10:03 a	10:07 a	10:16 a	10:20 a	10:30 a	10:40 a	10:43 a	10:47 a	10:50 a	11:00 a
12:00 p	12:00 p	11:00 a	11:03 a	11:07 a	11:16 a	11:20 a	11:30 a	11:40 a	11:43 a	11:47 a	11:50 a	1200 p
1:00 p	1:00 p	12:00 p	12:03 p	12:07 p	12:16 p	12:20 p	12:30 p	12:40 p	12:43 p	12:47 p	12:50 p	1:00 p
2:00 p	2:00 p	1:00 p	1:03 p	1:07 p	1:16 p	1:20 p	1:30 p	1:40 p	1:43 p	1:47 p	1:50 p	2:00 p
3:00 p	3:00 p	2:00 p	2:03 p	2:07 p	2:16 p	2:20 p	2:30 p	2:40 p	2:43 p	2:47 p	2:50 p	3:00 p
4:00 p	4:00 p	3:00 p	3:03 p	3:07 p	3:16 p	3:20 p	3:30 p	3:40 p	3:43 p	3:47 p	3:50 p	4:00 p
5:00 p	5:00 p	4:00 p	4:03 p	4:07 p	4:16 p	4:20 p	4:30 p	4:40 p	4:43 p	4:47 p	4:50 p	5:00 p
6:00 p	6:00 p	5:00 p	5:03 p	5:07 p	5:16 p	5:20 p	5:30 p	5:40 p	5:43 p	5:47 p	5:50 p	6:00 p
		6:00 p	6:03 p	6:07 p	6:16 p	6:20 p	6:30 p	6:40 p	6:43 p	6:47 p	6:50 p	7:00 p