

**INTERLOCAL SERVICES AGREEMENT  
(DIRECT COSTS/CAPITAL PROJECTS MANAGEMENT)**

**THIS INTERLOCAL SERVICES AGREEMENT DIRECT COSTS/CAPITAL PROJECTS MANAGEMENT** (this "Agreement") is made and entered into this AS OF September 20, 2017, 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 Parties agree that efficiently improving and maintaining the City's public services and facilities is vital to City's citizens' quality of life.
2. The Parties agree that a deteriorated infrastructure contributes to slum and blight as define in Florida Statute Part III of Chapter 163, Florida Statutes.
3. An objective of the HBCRA Redevelopment Plan is to enhance the appearance of public places and rights-of-ways.
4. An objective of the HBCRA Redevelopment Plan is to improve the usefulness of the public and private open spaces in the area.
5. An objective of the HBCRA Redevelopment Plan is to increase unified on-street parking and internal pedestrian connections.
6. The HBCRA desires to contract with the City to provide not only for capital projects that promote construction and implementation of public facilities as detailed in Section 2.1 below, but also for the means by which such projects can be administered.
7. The implementation of capital projects requires project management, design and engineering service.
8. This Agreement between the City and the HBCRA will provide the project management, design and engineering services required to implement the Capital Improvement Projects set forth in Section 2.1 below.

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 Public Works Department will provide Design and Engineering Project Management for Capital Improvement Program for the City’s public services and facilities.

2.1 The Hallandale Beach Public Works Department (DPW) will provide Program Administration, including design and engineering project management as may be required, for all capital projects set forth below. The City Engineer (Engineering), and/or his/her designee, will oversee all aspects of the Program as set forth in further detail on Exhibit “A” attached hereto and by this reference made a part hereof. The projects are as follows:

<b>CIP #</b>	<b>Project Name</b>	<b>Request</b>
P1601	Atlantic Shore Blvd. Improvements	\$480,300
P1605	NE 14 <sup>th</sup> Avenue Landscaping Project	\$300,000

DPW will provide Program Administration, including design and engineering project management as may be required, for both capital projects which are allocated funding in FY 2017-18 and for those that are not allocated funds in FY 2016-17.

### Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City a total of One Hundred Seventeen Thousand And Forty Five Dollars (\$117,045) for the above mentioned services, which is based upon fifteen (15%) of the project costs set forth in Section 2.1 above.

3.2 Reimbursement to City. In consideration of providing the Services by the City, commencing from October 1, 2017, the HBCRA will compensate the City the amount set forth in Section 3.1 above, to the extent funds of the HBCRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for Services provided by the City to the HBCRA during fiscal year 2017-2018. The HBCRA’s payment obligations under this Agreement constitute an obligation to pay an indebtedness in accordance with the Act. These payments will be made upon receipt of an invoice from the City by September 30, 2018.

3.3 Method of Payment. The parties agree that the HBCRA’s obligation to compensate the City pursuant to Section 3.1 hereinabove shall be made to City in accordance with the HBCRA approved budget; provided, however any outstanding payment obligation not waived shall be budgeted by the HBCRA 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 HBCRA represents that the amount set forth in Section 3.1 above is included in the Fiscal Year 2017-2018 HBCRA budget. The annual statements reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved HBCRA budget for payment to City shall be paid by the HBCRA prior to September 30, 2018, the end of fiscal year 2017-2018.

Section 4. Term. The term of this Agreement shall begin on October 1, 2017, and end on September 30, 2018. Prior to the end of the term of this Agreement, the scope of Services provided herein and the corresponding costs for the Services will be reevaluated based on needs of the HBCRA Community Redevelopment Area for Fiscal Year 2018-2019.

Section 5. Records. City and HBCRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the HBCRA 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 HBCRA 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 HBCRA and approved by the HBCRA 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 HBCRA.

6.9 Assignment. Neither this Agreement, or 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.

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.

6.12 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 7. 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 date first above written.

CITY:

HBCRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Roger Carlton  
City Manager

By: \_\_\_\_\_  
Roger Carlton  
Executive 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”**

### **DESCRIPTION OF SERVICES**

#### **NE 14th Ave Landscape Project**

DPW will complete construction of the designed improvements.  
DPW will close out all associated permits for the project.

#### **Atlantic Shores Roadway Improvement Project**

DPW/Procurement will issue an RFP for Design Services.  
DPW/Procurement will perform a selection process for the consulting services.  
DPW/Procurement/Administration will recommend Design Firm for City Commission approval.  
DPW will initiate the Design Development for the project.  
DPW will produce a set of preliminary design plans for the project.