

**INTERLOCAL SERVICES AGREEMENT
(PROPERTY MAINTENANCE BY DPW)
Fiscal Year 2019-2020**

THIS INTERLOCAL SERVICES AGREEMENT (INDIRECT) (this "Agreement") is made and entered into as of August 19, 2019, by and between the **CITY OF HALLANDALE BEACH**, a Florida municipal corporation, 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 HBCRA recognizes that the City has a diversified range of skilled personnel which the HBCRA desires to access for its occasional and dedicated needs as well as to provide property maintenance services for HBCRA properties.

2. The City desires to assist the HBCRA with carrying out its Implementation Plan and related redevelopment activities by providing such personnel services to the HBCRA, all subject to the terms and conditions of this Agreement.

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 Services (as defined in Section 3) will be provided by the City to the HBCRA. For the sake of clarity, the Parties acknowledge and agree that the Services will only be for redevelopment activities in the HBCRA Community Redevelopment Area.

Section 3. Services. The City, through its Department of Public Works, agrees to provide the following services to the HBCRA (each a "Service" and collectively the "Services"):

- 1) Cutting of Grass (bi-weekly or as needed)
- 2) Trimming of Brush
- 3) Boarding up existing structures

- 4) Removal of debris including large furniture pieces

Section 4. Payment.

4.1 Amount. The HBCRA has previously budgeted funds for Fiscal Year 2019-2020 in the amount of Thirty-Five Thousand Dollars (\$35,000) as the fee (the "Fee") payable by the HBCRA to City for the Services and includes all out of pocket expenses of the City which are necessary and appropriate for provision of the Services as well as the City's overhead or general operating expenses. The HBCRA acknowledges that the funds are budgeted, available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for the Services provided to the HBCRA by DPW.

4.2 Payment. Payment of the Fee shall be made upon receipt of an invoice by the HBCRA from DPW.

Section 5. Term. This Agreement shall be effective on October 1, 2019 and continue in effect until September 30, 2020.

Section 6. Records. The City shall keep such records and accounts as may be necessary in order to evidence performance of the Services. 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 the termination of this Agreement.

Section 7. Insurance; Indemnity.

7.1 Insurance. The Parties acknowledge and agree that the City is self-insured for general liability. City shall provide or cause to be provided (a) worker's compensation insurance as may be required by law and (b) errors and omissions insurance covering City employees for acts and omissions in connection with the provision of services to the HBCRA in coverage amounts obtained by the City from time to time in accordance with its standard risk management policies and procedures. The cost of this insurance is to be paid by the City. Upon execution of this Agreement, the City shall provide or cause to be provided to the HBCRA certificates of insurance evidencing the required coverage and naming the HBCRA as an additional insured provided such is available from the insurance carrier.

7.2 Indemnity. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party and their respective commissioners, board members and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of the party from whom indemnification is sought and persons employed or utilized by the party from whom indemnification is sought including, but not limited to, employees providing the Services, if applicable.

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 HBCRA Board and the City Commission.

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

8.9 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.

8.10 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.

8.11 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.

8.12 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 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.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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: _____
Greg Chavarria
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: _____
Fox Rothschild, LLP
HBCRA Attorney