



City Hall Commission Chambers  
3650 NE 12 Avenue  
Oakland Park, Florida 33334

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**COMMUNITY REDEVELOPMENT AGENCY AGENDA  
MARCH 2, 2016 6:30 P.M.**

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**ROLL CALL**

**1. PUBLIC COMMENTS**

**At this time any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.**

**RESOLUTIONS AND MISCELLANEOUS**

**2. Broward Redevelopment Program (BRP) Grant Interlocal Agreement- Downtown Connector to Jaco Pastorius Park**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD REDEVELOPMENT PROGRAM (BRP) GRANT FOR THE DOWNTOWN CONNECTOR TO JACO PASTORIUS PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Exhibits:** Resolution  
BRP ILA  
Connector Rendering

**Recommendation:** Motion to Adopt Resolution  
Discussion  
Vote on Motion

**ADJOURN**

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's Office at (954) 630-4300, or FAX (954) 630-4203 for information or assistance.

I, the undersigned authority, certify the above Notice of Meeting is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Posted: \_\_\_\_\_

By: Renee M. Shrout  
Renee M Shrout, CMC  
City Clerk

**CITY OF OAKLAND PARK, FLORIDA  
CITY COMMISSION AGENDA ITEM REPORT**

**AGENDA ITEM NO. 2**

MEETING DATE: 3/2/2016

**PREPARED BY:** Kathleen S. Margoles  
Community and Economic  
Development Director

**DEPARTMENT HEAD APPROVAL:** CRA

**CITY MANAGER APPROVAL:** FINANCIAL SERVICES

**SUBJECT:** Broward Redevelopment Program (BRP) Grant Interlocal Agreement- Downtown Connector to Jaco Pastorius Park

**1. BACKGROUND/HISTORY**

Issue Statement

Broward County opened applications for the 2015 Broward Redevelopment Program (BRP) Grant in March 2015 for public infrastructure projects within Community Redevelopment Agencies. The City Commission and CRA Board approved submission of the application at the May 6, 2015 meetings for the Downtown Connector to Jaco Pastorius Park to link the downtown with the Park. The Downtown Connector to Jaco Pastorius Park consists of a paver plaza, decorative bollards, columns, fencing and landscaping and a fountain.

Proposed Solution

The City of Oakland Park and the CRA submitted a BRP application for a public improvement project located at the southern entryway to Jaco Pastorius Park in the CRA for the amount of \$550,000. The Downtown Connector project was approved by the City Commission as part of the FY 16 Capital Improvement Program. The Broward Redevelopment Program Grant will provide \$550,000 for the project. The City's match is the remainder of the funding.

On September 17, 2015, the Broward County Board of County Commissioners approved the City/CRA Broward Redevelopment Program (BRP) application for the Connector in the amount of \$550,000.

**2. CURRENT ACTIVITY**

Broward County has prepared the attached Interlocal Agreement between Broward County and the City of Oakland Park and the Oakland Park Community Redevelopment Agency for the City/CRA's approval. The agreement sets forth the terms, conditions and requirements for the BRP program. The term of the agreement is from date of execution to August 31, 2019. The agreement requires the City/CRA construct the project and provide evidence that twenty two (22) new jobs have been created in the downtown area.

The design for the project has been completed and will be going out to bid soon. The City has been working with FEC to secure additional easement that will allow the plaza to

extend from Park Lane to the Downtown Connector.

**3. ATTACHMENTS**

[Resolution](#)  
[BRP ILA](#)  
[Connector Rendering](#)

**4. FINANCIAL IMPACT**

The Downtown Connector project was approved by the City Commission as part of the FY 16 Capital Improvement Program. The Broward Redevelopment Program Grant will provide \$550,000 for the project. The City's match is the remainder of the funding.

**5. RECOMMENDATION**

Staff recommends the City Commission/CRA adopt the Resolution and authorize the appropriate City Officials to execute the Interlocal Agreement with Broward County for the Broward Redevelopment Program (BRP) Grant in an amount not to exceed the sum of five hundred, fifty thousand dollars (\$550,000).

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**RESOLUTION NO. CRA - R-2016-XXX**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD REDEVELOPMENT PROGRAM (BRP) GRANT FOR THE DOWNTOWN CONNECTOR TO JACO PASTORIUS PARK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the Oakland Park Community Redevelopment Agency deems it to be in the best interests of the City to approve and authorize the appropriate city officials to execute the Interlocal Agreement with Broward County for the Broward Redevelopment Program (BRP) Grant for the Downtown Connector to Jaco Pastorius Park. Valent

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY THAT:**

**SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Board of Commissioners of the Oakland Park Redevelopment Agency. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** That the Board of Commissioners of the Community Redevelopment Agency (CRA) hereby approves and authorizes the appropriate city officials to execute the Interlocal Agreement with Broward County for the Broward Redevelopment Program (BRP) Grant in an amount not to exceed the sum of five hundred fifty thousand dollars (\$550,000.00) for the Downtown Connector to Jaco Pastorius Park.

**SECTION 3.** The appropriate CRA officials are authorized and directed to execute the necessary documents to comply with this Resolution.



Return recorded document to:  
Broward County Housing Finance and  
Community Redevelopment Division  
110 NE 3<sup>rd</sup> Street, 3<sup>rd</sup> Floor  
Fort Lauderdale Florida, 33301

Document prepared by:  
Maite Azcoitia, Deputy County Attorney  
Broward County Attorney's Office  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

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INTERLOCAL AGREEMENT

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF OAKLAND PARK, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY," and OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, hereinafter referred to as "CRA", and its/their successors, hereinafter the CITY and the CRA shall collectively be referred to as "CITY/CRA."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the COUNTY's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

WHEREAS, projects that are eligible to apply for Broward Redevelopment Program funding include public improvements; and

WHEREAS, the Board approved the Broward Redevelopment Program funding for Fiscal Year 2015 on March 17, 2015, and the CITY/CRA submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board; and

WHEREAS, the project is a downtown connector to Jaco Pastorius Park within the CITY/CRA, including a paver plaza, decorative bollards and fencing, multiple columns to highlight the site, and a construction of a fountain with landscaping and irrigation, for a total funding amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), hereinafter referred to as the "Project"; and

WHEREAS, the Board approved the Project on September 17, 2015, as part of Agenda Item #31; and

WHEREAS, the CITY/CRA and the COUNTY hereby agree that the Project, during the term of this Agreement and any amendments thereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program; and

WHEREAS, the Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment; and

WHEREAS, the CITY/CRA has submitted design plans as part of the application, the cost estimate of the COUNTY staff compares favorably with the CITY/CRA's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost; and

WHEREAS, the CITY/CRA, as part of the application, has submitted that twenty-two (22) new permanent jobs will be created as a result of this Project; and

WHEREAS, the parties desire to enter into an agreement to delineate their areas of responsibility with respect to the Project and funding, hereinafter referred to as "Agreement,"

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CITY/CRA agree as follows:

## **ARTICLE 1 - DEFINITIONS**

For the purpose of this Agreement, the following definitions apply unless the context

in which the word or phrase is used clearly indicates a different meaning:

1.1 Application shall mean the application for funding for the Project under the Broward Redevelopment Program that was submitted to the COUNTY by the CITY/CRA. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of the CITY/CRA. The Application is kept on file in the office of the Director, Housing Finance and Community Redevelopment Division.

1.2 County Administrator shall mean the administrative head of Broward County appointed by the Board of County Commissioners.

1.3 Economic development shall mean a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 Public improvements shall mean improvements which further redevelopment including:

Utility improvements (upsizing to accommodate development or redevelopment);  
Transportation improvements (roadways, turn lanes, crosswalks, etc.);  
Construction or expansion of public parking;  
Streetscaping to facilitate access to businesses, employment, and transit; and  
Landscaping and irrigation associated with the utility, transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.5 Redevelopment shall mean projects which address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

## **ARTICLE 2 - SCOPE/PROJECT**

2.1 The Project is located along North Dixie Highway south of Jaco Pastorius Park and adjacent to the FEC railroad, in the City of Oakland Park, Florida, within the redevelopment area as described in Exhibit "A."

2.2 The CITY/CRA and the COUNTY hereby agree that the Project was approved by the COUNTY as follows:

The proposed project will construct an enhanced connector and entryway that runs from North Dixie along the eastern boundary of the Jaco Pastorius Park and adjacent to the FEC railroad. The project will consist of a paver plaza, decorative

bollards and fencing, and multiple columns that will highlight the site. A fountain will also be constructed along with landscaping and irrigation.

2.3 The CITY/CRA hereby agrees to comply with all the terms, requirements, and conditions of this Agreement.

2.4 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.5 The CITY/CRA is responsible for implementing and conforming to the terms and conditions of this Agreement. The CITY/CRA shall provide to the COUNTY advance notice of all public meetings related to the Project. The CITY/CRA shall keep the COUNTY informed throughout the planning, design, and construction of the Project.

2.6 The CITY/CRA shall establish and maintain a separate account for funds received from the COUNTY pursuant to the Broward Redevelopment Program.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The effective date of this Agreement shall be the date of the last signature of the parties to the Agreement.

3.2 The termination date of this Agreement shall be August 31, 2019.

### **ARTICLE 4 - PAYMENTS/OBLIGATIONS**

4.1 The total maximum financial grant of the COUNTY for the Project shall not exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). Landscaping and irrigation costs associated with the Project shall not exceed One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00), which is twenty percent (20%) of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by the CITY/CRA to the COUNTY of evidence of Project site control acceptable to the COUNTY, an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project.

Upon approval by the COUNTY of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of One Hundred Eighty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (\$183,333.00) shall be made to the CITY/CRA.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the effective date of this Agreement. Completion will be deemed to have occurred when the CITY/CRA submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY/CRA shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY/CRA for completion of the Project, in the minimum amount of the initial disbursement of One Hundred Eighty-three Thousand Three Hundred Thirty-three and 00/100 Dollars (\$183,333.00), and in an amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00). Upon satisfactory review and approval of all required documentation from the CITY/CRA, the COUNTY shall pay the CITY/CRA an amount not to exceed Three Hundred Sixty-six Thousand Six Hundred Sixty-seven and 00/100 Dollars (\$366,667.00), the balance on the total contract amount after the initial disbursement.

- c. The CITY/CRA agrees that all COUNTY funds disbursed to the CITY/CRA for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years after the effective date of this Agreement.

4.3 At a minimum, documentation required for the COUNTY's payment shall include:

- a. A signed letter from the Mayor or CITY/CRA Manager certifying completion of the milestone;
- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by the CITY/CRA, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to the COUNTY's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to the COUNTY. The COUNTY may require that the CITY/CRA furnish such additional materials and

information as the COUNTY believes relevant to support the request for payment. Funds shall be processed for disbursement within thirty (30) days after completion of the COUNTY's review and approval of the complete documentation.

## **ARTICLE 5 - REPORTING REQUIREMENTS**

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, the CITY/CRA shall submit to the COUNTY on the anniversary date of the effective date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of COUNTY funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to the COUNTY every six (6) months after the effective date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for the COUNTY to determine if the Project conforms to this Agreement and the Broward Redevelopment Program, and shall be in a format acceptable to the COUNTY.

## **ARTICLE 6 - TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare, or upon request of the CITY/CRA. If the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, the CITY/CRA's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the CITY/CRA is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY/CRA provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, the CITY/CRA shall return all sums paid by the COUNTY under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience to protect the public health, safety, or welfare, the CITY/CRA shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by the CITY/CRA. The CITY/CRA acknowledges that it has received good, valuable, and sufficient consideration from the COUNTY, the receipt and adequacy of which are hereby acknowledged by the CITY/CRA, for the COUNTY's right to terminate this Agreement for convenience.

## **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

7.1 The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.2 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Pursuant to Section 768.28, Florida Statutes, CITY/CRA shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.3 The CITY/CRA is an entity subject to Section 768.28, Florida Statutes, and shall furnish the COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7.4 The COUNTY shall have the right to audit the books, records, and accounts of the CITY/CRA and its subcontractors that are related to this Project. The CITY/CRA and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of the CITY/CRA and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the CITY/CRA or its subcontractors, as applicable, shall make same available at no cost to the COUNTY in written form.

The CITY/CRA and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the CITY/CRA and its subcontractors' records, the CITY/CRA and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the CITY/CRA or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry. The CITY/CRA shall ensure that the requirements of this Section 7.4 are included in all agreements with its subcontractors.

7.5 This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or incorporated into this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

7.6 The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

7.7 If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall

promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.8 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

For the COUNTY: Director, Housing Finance and Community  
Redevelopment Division  
110 N.E. 3<sup>rd</sup> Street  
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office  
Suite 423, Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR THE CITY: City Manager  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

With a copy to: City Clerk  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

For the CRA: Community and Economic Development Director  
City of Oakland Park  
3650 N.E. 12<sup>th</sup> Avenue  
Oakland Park, FL 33334

7.9 The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and

executed with the same formality and of equal dignity herewith or other delegated authority to or otherwise authorized to execute same on their behalf.

7.10 Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.11 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

7.12 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY/CRA or the COUNTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after notice of the court's final determination. For the purposes of this section, final shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the parties agree to cooperate fully with each other to effectuate a smooth transition of services.

7.13 The COUNTY and the CITY/CRA are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither the CITY/CRA nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. The COUNTY does not extend to the CITY/CRA or its agents any authority of any kind to bind the COUNTY in any respect whatsoever.

7.14 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE CITY/CRA AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.15 The truth and accuracy of each "Whereas" clause set forth above are acknowledged by the parties and each clause is hereby incorporated into this Agreement.

7.16 This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

7.17 Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

7.18 Neither the CITY/CRA nor the COUNTY intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the 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. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.19 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 17th day of September 2015; the CITY OF OAKLAND PARK, signing by and through its \_\_\_\_\_, duly authorized to execute same; and the Oakland Park Community Redevelopment Agency.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2015

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

\_\_\_\_\_  
Print Name and Title above

MA/  
01/11/16  
#15-129  
BRPOaklandCityCRA-a01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF OAKLAND  
PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

CITY OF OAKLAND PARK

ATTEST:

CITY OF OAKLAND PARK

\_\_\_\_\_  
CITY Clerk

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Approved as to form:

By: \_\_\_\_\_  
CITY Attorney

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF OAKLAND  
PARK/OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY

WITNESSES:

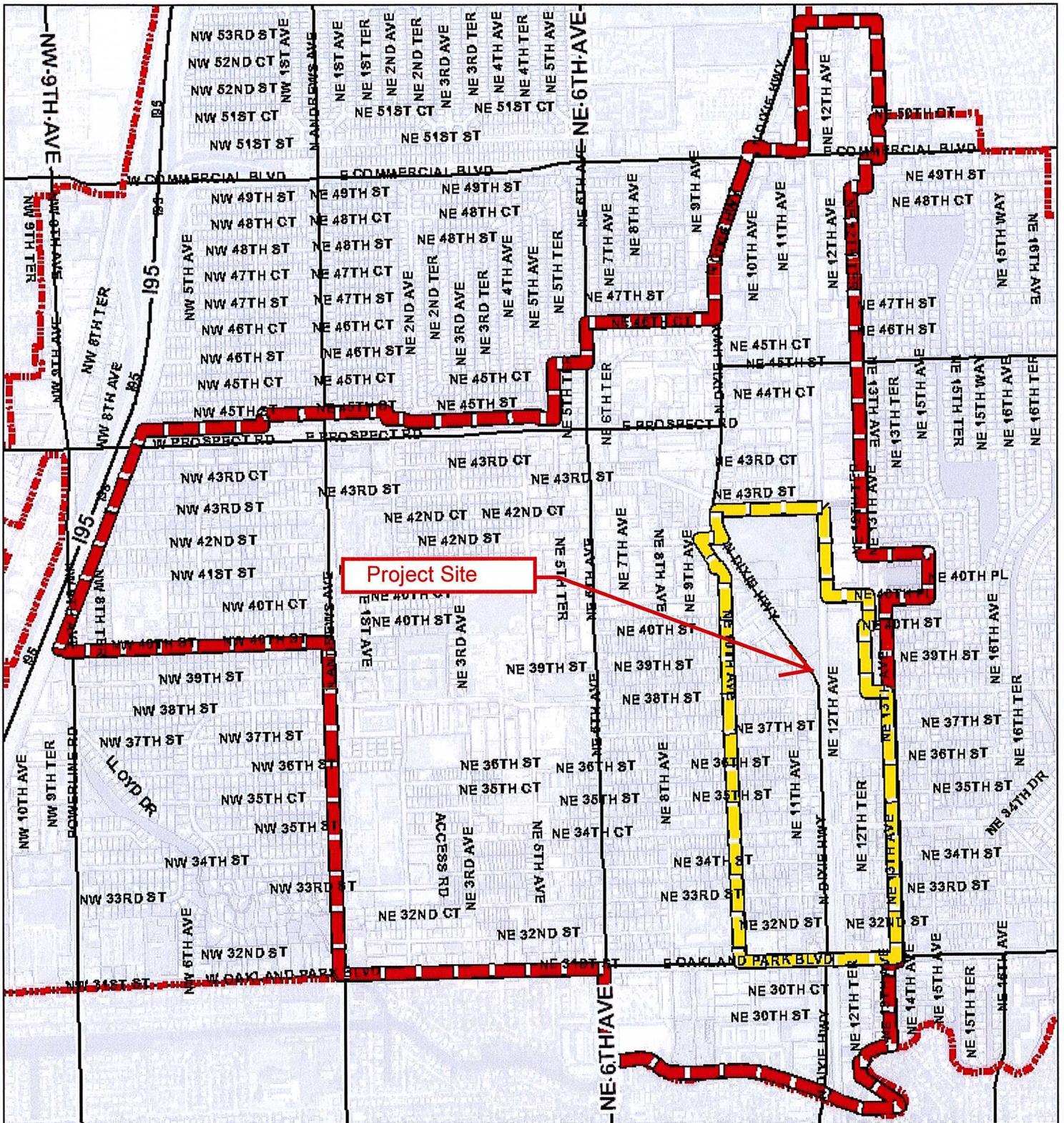
OAKLAND PARK COMMUNITY  
REDEVELOPMENT AGENCY

By \_\_\_\_\_

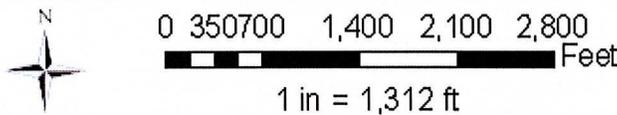
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT "A"**  
**Redevelopment Area**



Project Site



**CRA and LAC Map**  
REDEVELOPMENT AREA

**Legend**

-  LAC\_Bnd
-  CRA\_Poly



# Project Site

