

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PLANTATION COMMUNITY REDEVELOPMENT AGENCY, AND THE CITY OF
PLANTATION**

This Interlocal Agreement (“Agreement”) is entered in this ____ day of _____, 2020 by and between City of Plantation Community Redevelopment Agency (herein referred to as “CRA”), and the City of Plantation (herein referred to as “City”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

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 public agencies 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 Council of the City of Plantation has found and declared an area of the City of Plantation to be slum and blighted, the area hereinafter referred to as the “CRA Area;” and

Whereas, pursuant to the provisions of Chapter 163, Part III, Florida Statutes, the City and CRA have adopted a community redevelopment plan, and subsequent amendments to the community redevelopment plan (the “Plan”); and

Whereas, a goal of the Plan is to create a framework that will facilitate development and investment in private land as well as in public infrastructure through improved environmental quality and public aesthetics; and

Whereas, the CRA and the City desire to enter into an agreement to fund all costs of the design, installation, and maintenance of community aesthetic features provided for in the Community Aesthetic Feature Agreement (the “CAFA”) with FDOT; and

Whereas, the Community Aesthetic Feature utility box wrap program will further the goals and objectives of the CRA to eliminate slum and blight within the CRA Area is consistent with the provisions of Chapter 163, Part III, Florida Statutes, serves a municipal and public purpose, and is in the best interest of the citizens of the City of Plantation, 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 require the CRA to fund all costs of the design, installation, and maintenance of community aesthetic features provided for in the CAFA between the City and FDOT.
- B. The CAFA will allow for the wrapping of existing utility boxes located within the CRA with an art design component incorporating natural landscapes, flora, and fauna that is safe and aesthetically pleasing.
- C. The utility box wrap program will further the goals and objectives of the CRA to eliminate slum and blight within the CRA Area consistent with the provisions of Chapter 163, Part III, Florida Statutes, serves a municipal and public purpose, and is in the best interest of the citizens of the City of Plantation, Florida.
- D. The CRA and City agree to act in a spirit of mutual cooperation and good faith in the implementation of this Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by the last party to sign and shall end when the CAFA expires, or is terminated by its own terms, unless terminated earlier in accordance with Section 4 of this Agreement, whichever occurs first. The term of the CAFA is _____ years and may be renewed.
- B. The CRA and City agree to be governed by applicable State and Federal laws, rules and regulations.
- C. 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.
- D. The CRA shall:
 - 1. Fund all costs for the design, installation, and maintenance of the Project as required by the CAFA.
 - 2. Pay for the cost to remove the Project and restore the right of way to its original condition prior to the Project, as required by the CAFA.
 - 3. Pay or reimburse City for all costs for the design, installation, maintenance or removal of the Project (including the cost to restore the right of way to its original condition prior to the Project) as required by the CAFA within thirty days of the date of an invoice from City.

SECTION 3. RECORD KEEPING

- A. All records relating to this Agreement 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 City shall allow access to its records during normal business hours and upon reasonable advance requests of the CRA.

SECTION 4. TERMINATION

This Agreement may be terminated by the mutual written agreement of the parties.

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 Broward County, 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. GOVERNMENTAL IMMUNITY

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. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

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 Agreement shall continue in full force and effect as if such invalid provision had never been made a part of this 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 CRA:

Commission Chair
400 NW 73rd Avenue
Plantation, FL 33317

{00411147.7 2007-0000061}

For The City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

Either party may change the address or person to which any such notice or other instrument is to be delivered or mailed to that person, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

SECTION 10. 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 11. VENUE

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

SECTION 12. 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 13. DELEGATION OF DUTY

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

SECTION 14. FILING

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

SECTION 15. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the CRA Board of Commissioners, and the Plantation City Council, the due execution thereof by the proper officer of the City, and the CRA 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:

**Plantation Community
Redevelopment Agency**

By: _____
Susan Slattery, Board Clerk

By: _____
CRA Board Chair

ATTEST:

City of Plantation

By: _____
Susan Slattery
City Clerk

By: _____
Mayor Lynn Stoner

Approved as to form:

By: _____
Kerry L. Ezrol, City Attorney