

RESOLUTION NO. 2020-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT FOR BROWARD REDEVELOPMENT PROGRAM FUNDING FOR PHASE 1 PUBLIC IMPROVEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program, for the public purposes of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, the Board approved Broward Redevelopment Program funding for Fiscal Year 2018 on June 2017, and City submitted an application for funding for a redevelopment project, said project having been reviewed and recommended for approval to the Board; and

WHEREAS, the project is for Phase 1 public improvements within the Hillsboro Corridor Redevelopment Area, for a total funding amount not to exceed Six Hundred Forty Thousand Dollars (\$640,000) (the "Project"); and

WHEREAS, the attached Interlocal Agreement provides for all terms and conditions to receive Broward Redevelopment Program funds in the amount of \$640,000 for these public improvements; and

WHEREAS, the City Commission find and determines it to be in the best interest of the residents of the City of Coconut Creek to enter into said Interlocal Agreement with Broward County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2: That the City Commission has reviewed and hereby approves the attached agreement between Broward County and the City of Coconut Creek for the Project within the Hillsboro Corridor Redevelopment Area in the amount of \$640,000.

Section 3: That the City Manager, or designee, are hereby authorized to execute said agreement between Broward County and the City of Coconut Creek.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

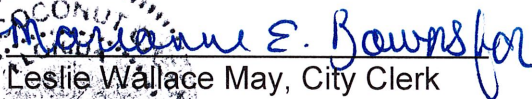
Adopted this 23rd day of April, 2020.



Louis Sarbone, Mayor

Attest:




Leslie Wallace May, City Clerk

Sarbone	<u>Aye</u>
Rydell	<u>Aye</u>
Tooley	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>

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

Document prepared by:
Damaris Henlon, Assistant 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 BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR
THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT**

This is an Interlocal Agreement ("Agreement") made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida ("City"). County and City shall collectively be known as the "parties."

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969, as amended. Prior to the effectiveness of any provisions of this Interlocal Agreement and any amendments hereto, this Interlocal Agreement and any amendments shall be filed as provided by Section 163.01(11), Florida Statutes.

B. It is the purpose and intent of this Agreement for County and City to provide for a means by which each governmental entity may exercise cooperatively its respective powers and privileges in order to further a common goal.

C. The Board of County Commissioners of Broward County, Florida ("Board"), on April 23, 2013, approved the Broward Redevelopment Program, for the public purposes of removing blighting conditions, job creation, and economic development in Broward County.

D. 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 County's tax increment financing (TIF), 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.

E. All projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area not receiving TIF, 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.

F. Projects that are eligible to apply for Broward Redevelopment Program funding include public improvements.

G. The Board approved Broward Redevelopment Program funding for Fiscal Year 2018 on June 6, 2017, and City submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board.

H. The project is the Phase I of public improvements as part of the Hillsboro Corridor Redevelopment Area Project, for a total funding amount not to exceed Six Hundred Forty Thousand Dollars (\$640,000) (the "Project").

I. The Board approved the Project on March 5, 2019, as part of Agenda Item #7.

J. City and County hereby agree that the Project, during the term of this Agreement and any amendments hereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program.

K. 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.

L. City has submitted design plans as part of the application, the cost estimate of County staff compares favorably with City's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total Project cost.

M. City, as part of the application, has submitted that five (5) new permanent jobs will be created as a result of this Project.

N. The parties desire to enter into the Agreement to delineate their areas of responsibility with respect to the Project and funding.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, County and City agree as follows:

ARTICLE 1 - DEFINITIONS

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

1.2 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division or such person's successor as designated by County in writing.

1.3 **County Administrator** means the administrative head of Broward County appointed by the Board of County Commissioners.

1.4 **Economic development** means 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.

1.5 **Public improvements** means improvements that further redevelopment including: 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 transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.6 **Redevelopment** means projects that 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 on the north side of Hillsboro Boulevard, west of Lyons Road in Coconut Creek, Florida, within the redevelopment area as depicted in Exhibit A.

2.2. City and County hereby agree that the Project was approved by County as follows:

Phase I of public improvements consisting of: 1420 linear feet of enhanced pedestrian amenities along the north side of Hillsboro Boulevard, which include landscaping, irrigation, street furniture, two (2) bus shelters, lighting, and a ten (10) foot wide concrete multipurpose path.

2.3. City shall perform all work specified in this Agreement inclusive of the Exhibits, and agrees to comply with all the terms, requirements, and conditions of this Agreement. Unless stated

otherwise in this Agreement, the work required of City includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render City's performance impractical, illogical, or unconscionable. City is responsible for implementing and conforming to the terms and conditions of this Agreement.

2.4. City acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein.

2.5. Unless otherwise expressly stated herein or in the applicable Procurement Code, Code of County Ordinances, or County Code of Administrative Procedure, the Contract Administrator may act on behalf of County to exercise the authority and powers of County under this Agreement.

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

2.7. City is responsible for implementing and conforming to the terms and conditions of this Agreement. City shall provide to County a minimum of five (5) days of advance notice of all public meetings related to the Project. City shall keep County informed throughout the planning, design, and construction of the Project.

2.8. City shall establish and maintain a separate account for the Project for funds received from County pursuant to the Broward Redevelopment Program.

ARTICLE 3 - TERM OF AGREEMENT

3.1. The Agreement shall become effective on the date it is fully executed by the parties and recorded in the public records of Broward County, Florida (the "Effective Date"). The termination of the Agreement shall be on September 30, 2023.

3.2. All duties, obligations, and responsibilities of City required by this Agreement shall remain in full force and effect throughout the term of this Agreement, as set forth above, unless written notice of termination by County or City is provided pursuant to the Notices provision.

3.3. Time is of the essence for all performance required under this Agreement.

ARTICLE 4 - PAYMENTS/OBLIGATIONS

4.1 The total maximum financial grant of County for the Project shall not exceed Six Hundred Forty Thousand Dollars (\$640,000). Landscaping and irrigation costs associated with the Project shall not exceed One Hundred Twenty-eight Thousand Dollars (\$128,000), which is twenty

percent (20%) of Six Hundred Forty Thousand Dollars (\$640,000), 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 City to County of evidence of 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 County of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of Two Hundred and Eleven Thousand Two Hundred Dollars (\$211,200) shall be made to City.

- 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 City 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, City shall provide verified actual costs satisfactorily demonstrated to have been expended by City for completion of the Project, in the minimum amount of the initial disbursement of Two Hundred and Eleven Thousand Two Hundred Dollars (\$211,200) and in an amount not to exceed Six Hundred Forty Thousand Dollars (\$640,000). Upon satisfactory review and approval of all required documentation from City, County shall pay City an amount not to exceed Four Hundred Twenty-Eight Thousand Eight Hundred Dollars (\$428,800), the balance on the total contract amount after the initial disbursement.

- c. City agrees that all County funds disbursed to City for the Project shall be returned to 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 County's payment shall include:

- a. A signed letter from the Mayor or City 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 City, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to County's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to County. County may require that City furnish such additional materials and information as County believes relevant to support the request for payment. Funds shall be processed for disbursement within thirty (30) days after completion of County's review and approval of the complete documentation.

ARTICLE 5 - REPORTING REQUIREMENTS

City shall submit to 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 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 County to determine if the Project conforms to this Agreement and the Broward Redevelopment Program and shall be in a format acceptable to 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 or upon request by City. Termination for convenience by the Board shall be effective

on the termination date stated in a written notice provided by 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. If 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, City'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 City 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 City 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, City shall return all sums paid by 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, City shall be paid for all work executed and actual expenses incurred prior to termination, including commitments that had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation acceptable to County, in its sole discretion, to verify that such expenses were actually incurred by City. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by City, for County's right to terminate this Agreement for convenience.

ARTICLE 7 - MISCELLANEOUS

7.1 Public Records. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- a. Keep and maintain public records required by County to perform under this Agreement;

- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- d. Transfer to County, at no cost, all public records in possession of City upon completion or termination of this Agreement or keep and maintain public records required by County. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains public records upon completion of this Agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of City to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. City will provide any requested records to County to enable County to respond to the public records request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NORTHEAST 3rd STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

7.2 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by a party. If City violates this provision, County shall have the right to immediately terminate this Agreement.

7.3 Audit Rights. County shall have the right to audit the books, records, and accounts of City and its subcontractors that are related to this Project. City 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 City 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, City or its subcontractors, as applicable, shall make same available at no cost to County in written form.

City and its subcontractors shall preserve and make available, at reasonable times for examination and audit by 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 County to be applicable to City and its subcontractors' records, City 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 City or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. City shall ensure that the requirements of this section are included in all agreements with its subcontractors.

7.4 Materiality and Waiver of Breach. County and City agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.5 Notices. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Director, Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street, Suite 300
Fort Lauderdale, Florida 33301

With copy to:

Broward County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

NOTICE TO CITY:

City Manager
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

With copy to:

City Clerk
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063

7.6 Compliance with Laws. The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations under this Agreement.

7.7 Independent Contractors. City is an independent contractor under this Agreement. Services provided by City pursuant to this Agreement shall be subject to the supervision of City. In providing such services, neither City nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to City or its agents any authority of any kind to bind County in any respect whatsoever.

7.8 Third Party Beneficiaries. The parties do not intend that any person shall have a cause of action against any party 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 any party 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.

7.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.10 Joint Preparation. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against any party.

7.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.12 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

7.13 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

7.14 Amendments. 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 by the Board and City. Further, City acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

7.15 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

7.16 Incorporation by Reference. The truth and accuracy of each Recital set forth above is acknowledged by the parties. The attached Exhibit A is incorporated into and made a part of this Agreement.

7.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

7.18 Force Majeure. 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 parties, 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 nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other parties in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, a party that is not prevented from performance by the force majeure event shall have the right to immediately 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

7.19 No Wavier of Sovereign 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. Pursuant to Section 768.28, Florida Statutes, City shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.20 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

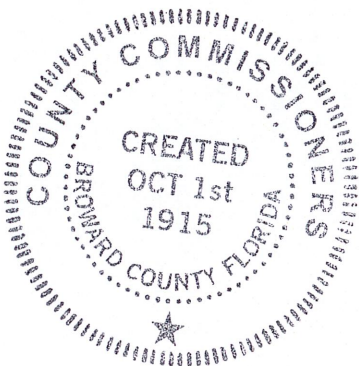
(The remainder of this page is intentionally left blank.)

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 County Administrator, authorized to execute same by Board action on the 5th day of March, 2019; and CITY OF COCONUT CREEK, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By Bertha Henry
Bertha Henry, County Administrator
19th day of May, 2020



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

By Damaris Y. Henlon 5/11/20
Damaris Y. Henlon (Date)
Assistant County Attorney

By MAITE AZCOITIA
Maite Azcoitia (Date)
Deputy County Attorney

Digitally signed by MAITE AZCOITIA
Date: 2020.05.15 15:31:53 -04'00'

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02/01/20
BRPForm-a01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR THE HILLSBORO CORRIDOR REDEVELOPMENT AREA PROJECT

CITY

Witnesses:

City of Coconut Creek

[Signature]

By:

Karen M. Brooks

Karen M. Brooks, City Manager

[Signature]

Attest:

Marianne E. Bowers for

(SEAL)

Leslie Wallace May, City Clerk

Marianne E. Bowers, Deputy City Clerk

Approved as to form:

Terrell C. Pyburn

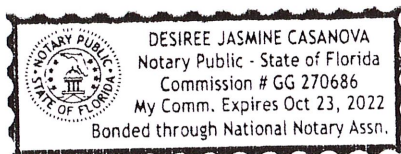
Terrell C. Pyburn, City Attorney

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of May, 2020 (year), by Karen Brooks as City Manager and Marianne Bowers as City Clerk of the City of Coconut Creek, Florida, a municipal corporation, on behalf of the municipal corporation who are personally known to me.

NOTARY'S SEAL:



Desiree Jasmine Casanova
NOTARY PUBLIC, STATE OF FLORIDA

Desiree Jasmine Casanova
(Name of Acknowledger Typed, Printed or Stamped)

GG 270686

Commission Number

EXHIBIT A REDEVELOPMENT AREA

