

RESOLUTION NO. R-2024-069

(23-ILA-93)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO SUPPORT GROWTH MANAGEMENT, MONITORING, AND TO CONDUCT AN AUDIT OF APPROVED DEVELOPMENTS WITHIN THE REGIONAL ACTIVITY CENTER.

WHEREAS, the Department of Development Services desires to enter into an Interlocal Agreement ("ILA") with Broward County for the monitoring of growth within the Regional Activity Center ("RAC"); and

WHEREAS, the general purpose of the ILA is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient approach to development in Broward County; and

WHEREAS, a Local Land Use Plan Amendment expanded the RAC on June 15, 2005 (O-2005-11), and Resolution No. R-2009-276 was adopted by the City Commission on September 2, 2009 to approve an ILA with Broward County that was not subsequently executed; and

WHEREAS, the City acknowledges the importance of efficient land use and the need for cooperation between local entities to achieve mutual objectives, which include monitoring development activity and enforcing permitted land uses within the RAC in compliance with the Broward County Land Use Plan; and

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the City and Broward County seek to collaborate on matters of mutual interest and advantage, as provided for in the attached ILA; and

WHEREAS, the City, under the terms of the ILA, is committing to undertaking the responsibility to diligently monitor development activities and enforce the prescribed land use densities and intensities within the RAC, all in accordance with the approved land use plan as certified by the Broward County Planning Council; and

WHEREAS, it is imperative that the City fulfills its obligations under the ILA, which necessitates permission for City staff and Broward County to complete a joint comprehensive audit of development activity within the RAC to ensure compliance with the established regulations and limitations.

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

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That the City Commission approves and authorizes the appropriate City officials to enter into the ILA with Broward County to support the approved development at the RAC, in accordance with the terms and conditions outlined in the attached ILA.

Section 3: That the City Commission approves and authorizes the Division of Planning and Urban Design to work with Broward County to audit the past and ongoing developments within the RAC.

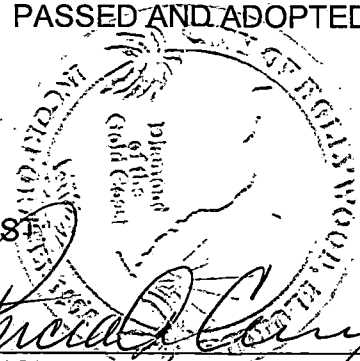
Section 4: That the City Manager is authorized and directed to execute the ILA and to take any further actions necessary to implement the terms and conditions of the ILA.

Section 5: That the City Commission affirms its commitment to the efficient use of powers and resources by collaborating with Broward County under the Florida Interlocal Cooperation Act of 1969, and City and County shall work together to achieve the objectives outlined in the ILA, promoting responsible development and adherence to the Broward County Land Use Plan within the RAC.

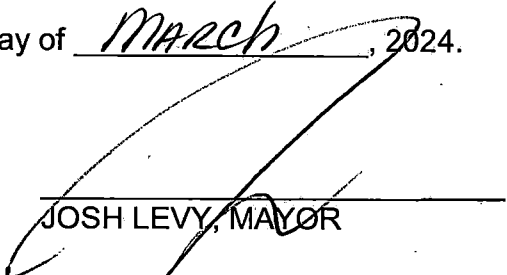
Section 6: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6 day of MARCH, 2024.

ATTEST



PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY

Return recorded document to:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 S. Andrews Avenue, Room 423
Ft. Lauderdale, FL 33301

Document prepared by:

INTERLOCAL AGREEMENT FOR THE
MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES
IN ACTIVITY CENTER

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 Hollywood, a municipality organized and existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. It is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions.

C. The density and intensity of land uses permitted within each Activity Center is specified within the Broward County Land Use Plan.

D. City has the Regional Activity Center ("Activity Center") within its jurisdiction.

E. Pursuant to the requirements of the Broward County Land Use Plan, the Parties wish to provide that the monitoring of development activity and the enforcement of permitted land uses shall be the responsibility of City.

Now, therefore, in consideration of the mutual covenants, promises, payments, and representations herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE 1

BACKGROUND; PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein.
- 1.2 It is the purpose and intent of this Interlocal Agreement for County and City, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities that they share in common and that each might exercise separately in order to further a common goal.

ARTICLE 2 MONITORING OF DEVELOPMENT ACTIVITY

- 2.1 City agrees to monitor development activity and to enforce permitted land use densities and intensities within the Activity Center consistent with the effective land use plan, as certified by the Broward County Planning Council.
- 2.2 City agrees to submit semi-annual reports to the Broward County Planning Council setting forth its monitoring and enforcement activities within the Activity Center to enable County to ensure that the density and intensity of land uses within the Activity Center are being complied with by City.

ARTICLE 3 INDEMNIFICATION

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. City and County 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 their agents or employees to the extent permitted by law.

ARTICLE 4 MISCELLANEOUS

- 4.1 Joint Preparation: The preparation of this Interlocal Agreement has been a joint effort of the Parties 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.
- 4.2 Entire Agreement and Modification: This Interlocal Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, 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.

- 4.3 Public Records: The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. As such, City agrees to permit County to examine all records and grants County the right to audit any books, documents, and papers that were generated during the course of administration of the Activity Center. City shall maintain the records, books, documents, and papers associated with this Interlocal Agreement in accordance with Chapter 119, Florida Statutes, as amended.
- 4.4 Recordation/Filing: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.
- 4.5 Default: In the event of any default or breach of any of the terms of this Interlocal Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Interlocal Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Interlocal Agreement.
- 4.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, 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:

For County:

Administrator
Broward County Planning Council
115 S. Andrews Avenue, Rm. 307
Fort Lauderdale, Florida 33301-4801

For City:

City Manager
City of Hollywood
2600 Hollywood Blvd, Room 419
Hollywood, Florida 33022

City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33021
ATTN: Douglas R. Gonzales

- 4.7 Choice of Law; Waiver of Jury Trial: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party waives any rights it may have to a trial by jury of any such litigation.
- 4.8 Conflict: In the event that this Interlocal Agreement conflicts with any other agreement pertaining to the monitoring of development activity and the enforcement of the density or intensity of permitted land uses within the Activity Center, the Parties agree that the terms and conditions contained in this Interlocal Agreement shall prevail.
- 4.9 Counterpart Originals: The Parties agree that this Agreement may be executed in counterparts, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal 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 ____ day of _____, 20____, and City of _____, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

Broward County, through its
Board of County Commissioners

County Administrator and
ex officio Clerk of
the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 20____.

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

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT FOR MONITORING OF DEVELOPMENT ACTIVITY AND
ENFORCEMENT OF PERMITTED LAND USES IN ACTIVITY CENTER

City

ATTEST:

City of _____

City Clerk

By _____
Mayor-Commissioner

_____ day of _____, 20____.

By _____
City Manager

_____ day of _____, 20____.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

MA/
06/06/22
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