

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HOLLYWOOD AND THE
CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY
FOR LANDSCAPE DESIGN SERVICES FUNDING**

THIS AGREEMENT is made this ____ day of _____, 2026 by and between the **CITY OF HOLLYWOOD**, a Florida municipal corporation, ("**CITY**"), and the **CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes ("**CRA**"), (each a "**Party**" and collectively referred to as the "**Parties**").

W I T N E S S E T H:

WHEREAS, the **CITY** and the **CRA** will be performing landscape design services on the US1 FDOT Landscape Beautification project, (hereinafter collectively referred to as "US1 FDOT Landscape project") located from Pembroke Road to Sheridan Road NIC Young Circle; and

WHEREAS, the **CITY** desires to provide landscape design services for the US1 FDOT Landscape project; and

WHEREAS, the **CRA** desires to provide funding to the **City** for landscape design services for the US1 FDOT Landscape project located within the CRA's Community Redevelopment Area to maximize cost efficiency, reduce administrative overhead and streamline project management; and

WHEREAS, the **CITY** and the **CRA** find that this Agreement serves a municipal and public purpose, is consistent with the Community Redevelopment Plan, and the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

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

2. The CRA shall provide funding to the CITY in an amount up to \$76,425.00. CITY shall have access to CRA account for monthly payment for the duration of the project. For the CRA District, funding is available in account: 166.669902.55200.563010.001748.000.000.

3. The CITY shall provide a written request to the CRA for approval of any change order that will result in an increase in the funding to be provided by the CRA. The CITY shall submit the written request to the CRA prior to the execution of any work covered by the change order. The CITY and the CRA agree and acknowledge that the approval of a change order does not require an amendment to this Agreement.

4. The term of this Agreement shall commence upon execution by both parties, and this Agreement shall continue until either party delivers written notice to the other party of its intent to terminate this agreement, or 60 days after the City receives the final invoice from the contractor or professional for the US1 FDOT Landscape project. Notwithstanding the foregoing, once the City has executed a contract for professional design services for the US1 FDOT Landscape project, the CRA shall not be allowed to withdraw its funding for the US1 FDOT Landscape project. If the CITY terminates this Agreement, the CITY shall refund to the CRA any funding that was provided to the CITY but was not paid to the landscape design professional. If the total funds the CITY requires to complete the US1 FDOT Landscape project is less than the amount paid by the CRA to the CITY for a particular project, the CITY shall refund to the CRA any and all funds

provided to the CITY that exceed the amount the CITY paid to the landscape design professional for the US1 FDOT Landscape project.

5. This Interlocal Agreement shall be filed pursuant to the requirements of section 163.01(11), Florida Statutes.

6. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

7. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

8. PUBLIC RECORDS. City and CRA are public agencies subject to Chapter 119, Florida Statutes. The City and CRA shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, City and CRA agree to:

8.1 Keep and maintain all records required by the City and CRA to perform the service.

8.2 Upon request from the City or CRA's custodian of public records, provide the City or CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except

as authorized by law for the duration of the contract term and following completion of the contract if the City or CRA does not transfer the records to the City or CRA.

8.4 Upon the termination of the contract, the City and CRA shall transfer, at no cost to the City or CRA, all public records in possession of the City and CRA and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City or CRA keeps and maintains public records upon completion of the contract, the City and CRA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City or CRA, upon request from the CITY's or CRA's custodian of public records in a format that is compatible with the information technology systems of the City and CRA. All records shall be transferred to the City or CRA prior to final payment being made by the CRA.

8.5 If City or CRA does not comply with this section, the CITY or CRA shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CITY OR CRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S OR CRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

12. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Broward County, Florida.

13. Neither the **CITY** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

14. This Agreement shall not be valid until signed by both parties.

[This Space is Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD

Patricia A. Cerny, MMC
City Clerk

Josh Levy
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Damaris Henlon
City Attorney

CITY OF HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Josh Levy, Chair

ATTEST:

Phyllis Lewis
Executive Assistant

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Damaris Henlon
General Counsel