

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, RESPONDING TO THE CITY OF DANIA BEACH’S JULY 12, 2022, INITIATION OF THE NEGOTIATION PROCESS UNDER SECTION 171.203, FLORIDA STATUTES; DIRECTING THE COUNTY ADMINISTRATOR TO TRANSMIT CERTIFIED COPIES OF THIS RESOLUTION TO THE DESIGNATED OFFICIALS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

(Sponsored by Commissioner Tim Ryan)

WHEREAS, the Interlocal Service Boundary Agreement Act, Section 171.20, *et seq.*, Florida Statutes, establishes a process for local governments to agree upon adjustments to municipal boundaries;

WHEREAS, under the Interlocal Service Boundary Agreement Act, the initiating municipality begins the process through a resolution identifying the area to be discussed and inviting the county and any relevant municipality to negotiate a boundary change;

WHEREAS, within 60 days after receipt of the initiating resolution, the county and any invited municipality must approve a responding resolution;

WHEREAS, on July 12, 2022, the City of Dania Beach approved the initiating Resolution No. 2022-113, attached hereto as Exhibit A, which invites both Broward County (the “County”) and the City of Hollywood to negotiate the City of Dania Beach’s annexation of a certain parcel currently located within the City of Hollywood (the “Parcel”);
and

23 WHEREAS, the County hereby responds to the City of Dania Beach's initiating
24 resolution pursuant to Section 171.203, Florida Statutes, NOW, THEREFORE,

25 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
26 BROWARD COUNTY, FLORIDA:

27 Section 1. Pursuant to Section 171.203(2), Florida Statutes, the County
28 acknowledges the City of Dania Beach's invitation to negotiate a possible annexation of
29 the Parcel, currently located within the City of Hollywood.

30 Section 2. The Board of County Commissioners (the "Board") directs the
31 County Administrator or designee and the Office of the County Attorney to participate in
32 negotiations on behalf of the County. Any proposed interlocal service boundary
33 agreement shall be submitted for consideration and approval by the Board.

34 Section 3. The Board directs the County Administrator, within seven (7) days
35 after adoption of this Resolution, to submit a certified copy of this Resolution by United
36 States certified mail to the respective chief administrative officers for the City of Dania
37 Beach and the City of Hollywood.

38 Section 4. Severability.

39 If any portion of this Resolution is determined by any court to be invalid, the invalid
40 portion will be stricken, and such striking will not affect the validity of the remainder of this
41 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
42 legally applied to any individual, group, entity, property, or circumstance, such
43 determination will not affect the applicability of this Resolution to any other individual,
44 group, entity, property, or circumstance.

RESOLUTION NO. 2022-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF DANIA BEACH, AND THE CONTRACTION OF CERTAIN LANDS BY THE CITY OF HOLLYWOOD, THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD, WHICH LAND IS IDENTIFIED IN EXHIBIT "A", AND IS WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City, the City of Hollywood, and Broward County have the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters and to initiate the negotiation process for the same; and

WHEREAS, the parcel identified as 45-320 North Beach Road, consists of the parking lot for Florida Atlantic University (FAU), which property is predominantly owned by the City of Dania Beach (remainder of the lot owned by FDOT) and leased to FAU for \$1.00 a year, through 2047; and

WHEREAS, the FAU parking area is located within the city limits of Dania Beach and the City of Hollywood, a copy of the survey is attached to this Resolution as "Exhibit A", and

WHEREAS, the City of Dania Beach would like to annex the small area contained within the parking area that is within the jurisdiction of the City of Hollywood; and

WHEREAS, upon transfer of jurisdiction, FDOT would be able to transfer title to the small are of the parking lot owned by FDOT to the City and the City could then proceed with its plans to build the overflow parking garage for the beach; and

WHEREAS, the City of Dania Beach desires for the City of Hollywood and City of Dania Beach to readjust their respective boundaries to provide that the Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, the Parcel is contiguous to the jurisdictional limits of the City of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of the City of Dania Beach if such parcel were not currently within the jurisdictional limits of the City of Hollywood; and

WHEREAS, this Resolution is intended to be an initiating resolution pursuant to Section 171.203(1), Florida Statutes; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Dania Beach and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot for FAU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution as the findings of the City of Dania Beach City Commission.

Section 2. Initiation of Negotiations. The City of Dania Beach invites the City of Hollywood and Broward County to negotiate pursuant to Section 171.203(1), Florida Statutes, an interlocal service boundary agreement generally consistent with the terms set forth in the draft Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached hereto as Exhibit "B" ("Proposed ISB Agreement"). The issues for negotiation are those which are within the scope of the issues set forth in the Proposed ISB Agreement and relate to Parcel defined in the Whereas clauses of this Resolution.

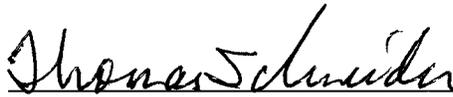
Section 3. Certified Copy. That the City Clerk shall send a certified copy of this Resolution by U.S. certified mail to the Mayor and County Administrator of Broward County, Florida and to the City Manager of the City of Hollywood.

Section 4. Conflicts. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

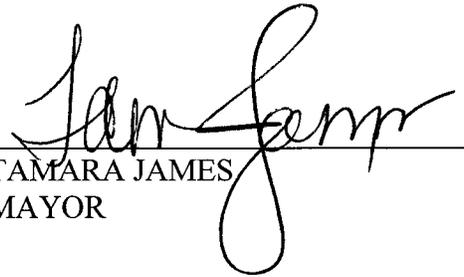
Section 5. Enactment Date. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

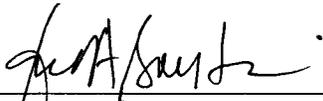
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY

SKETCH & DESCRIPTION FOR: **CITY OF DANIA BEACH**

(SEE SHEET 2 OF 2 FOR SKETCH)

DESCRIPTION:

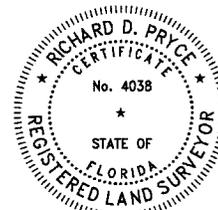
THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL



Digitally signed by
Richard D. Pryce
Date: 2022.05.23
09:50:07 -04'00'

RICHARD D. PRYCE - FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO 4038
STATE OF FLORIDA

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

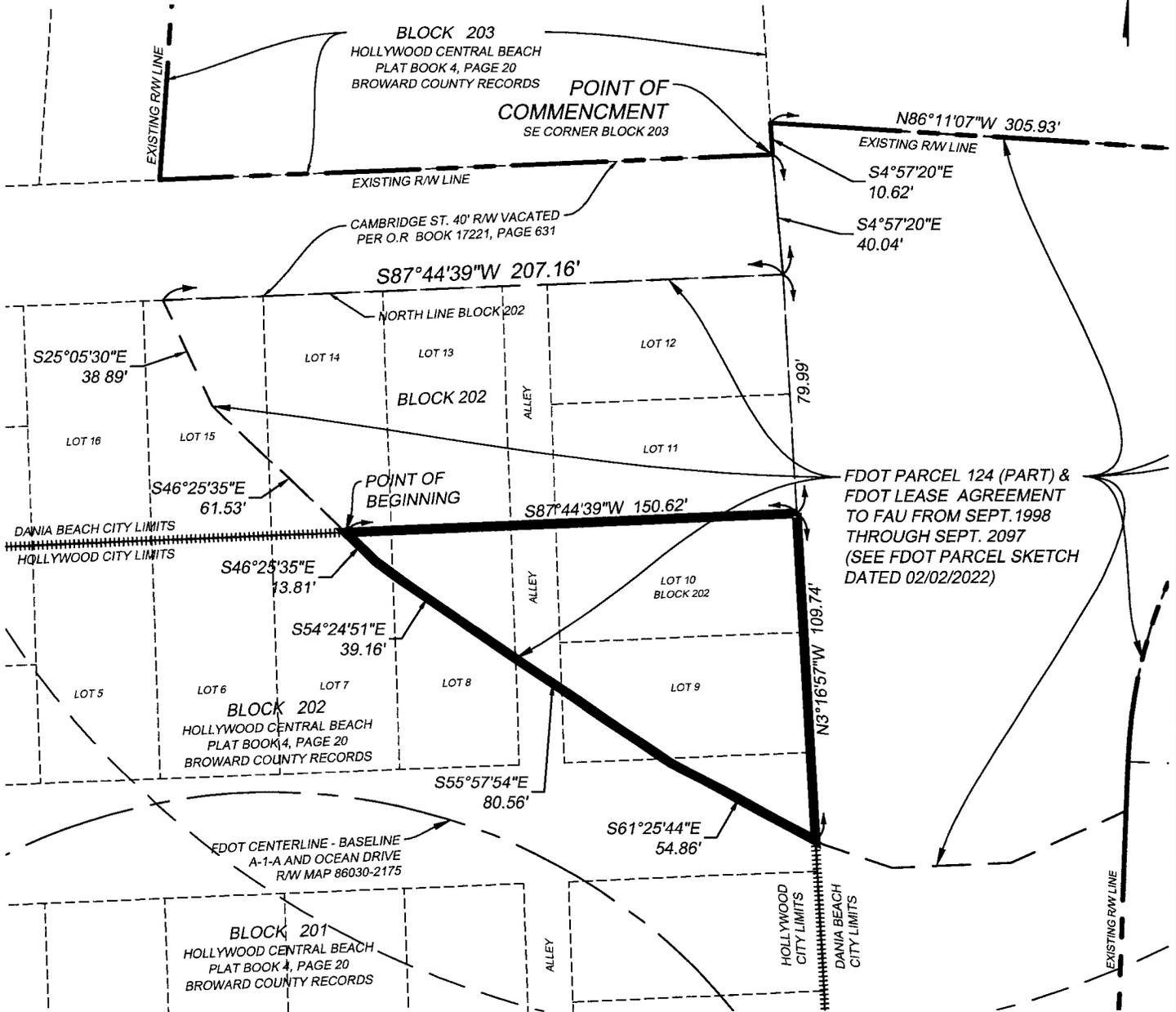
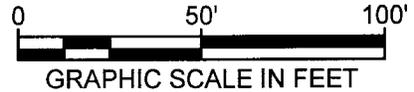
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022

UPDATES and/or REVISIONS	DATE	BY	CK'D
JOB NO.: 11-0033	SHEET 1 OF 2		
DRAWN BY: RP	F.B. N/A	PG. N/A	
CHECKED BY: MM	DATED: 5/23/2022		

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH

(SEE SHEET 1 OF 2 FOR DESCRIPTION)



NOTES:
FAU = FLORIDA ATLANTIC UNIVERSITY
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
O.R. BOOK = OFFICIAL RECORDS BOOK
RW = RIGHT-OF-WAY

BEARINGS SHOWN HEREON ARE RELATIVE TO THE FDOT LEASE AGREEMENT AND THE THE FDOT PARCEL SKETCH SHOWN HEREON, WHICH ARE BASED ON FDOT R/W MAP SECTION 86030-2175

R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG

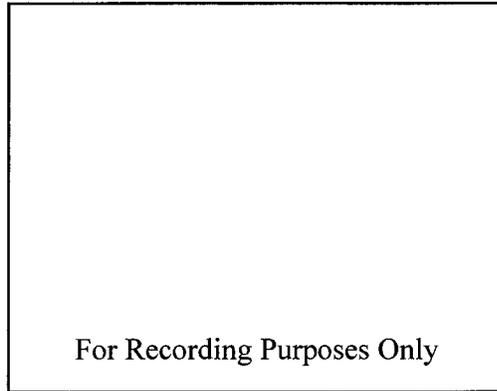
Craven • Thompson & Associates, Inc.
ENGINEERS PLANNERS SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 738-8409 TEL.: (954) 738-8400
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JOB NO.: 11-0033	PAGE 2 OF 2
DRAWN BY: RP	F.B. PG.
CHECKED BY: MM	DATED: 5/23/2022

EXHIBIT "B"

AFTER RECORDING RETURN TO:

CITY OF DANIA BEACH
ATTN: CITY CLERK
100 West Dania Beach Blvd.
Dania Beach, Florida 33004



**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF DANIA BEACH, FLORIDA,

CITY OF HOLLYWOOD, FLORIDA

and

BROWARD COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF DANIA BEACH**, a municipal corporation in the State of Florida whose mailing address is 100 West Dania Beach Blvd, Dania Beach, Florida 33004 ("Dania Beach"), the **CITY OF HOLLYWOOD**, a municipal corporation in the State of Florida whose mailing address is 2600 Hollywood Blvd., Hollywood Florida 33020-4807 (hereinafter referred to as "Hollywood"), and **BROWARD COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 115 South Andrews Avenue, Ft Lauderdale, Florida 33301 (hereinafter *referred* to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida

Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, Dania Beach owns a parcel of land that is partially located within the jurisdictional limits of the City of Hollywood and consists of approximately _____ sq.ft., which has a Broward County Property Identification Number _____ and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel"); and

WHEREAS, Dania Beach and Hollywood desire to readjust their respective boundaries to provide that Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, Parcel is contiguous to the jurisdictional limits of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Dania Beach if such parcel were not currently within the jurisdictional limits of Hollywood;

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Dania Beach to annex the Parcel; and

WHEREAS, the County joins into this Agreement to consent to the agreement reached between Dania Beach and Hollywood as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. In order to approve this Agreement, Dania Beach and Hollywood shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of the Parcel from Hollywood and its annexation into Dania Beach. Dania Beach and Hollywood agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The Effective Date of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Dania Beach approving this Agreement and Dania Beach has executed this Agreement; (ii) an ordinance is adopted by Hollywood approving this Agreement and Hollywood has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Hollywood and simultaneously annexed into the

jurisdictional limits of Dania Beach. Thereafter, Dania Beach shall have jurisdiction of the Parcel for all purposes, and within a reasonable period of time Dania Beach shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to the Parcel. As the current property owner of Parcel B, Dania Beach consents to such simultaneous contraction of the Parcel from Hollywood and its annexation into Dania Beach.

SECTION IV. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Broward County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

0. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

5. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

6. This Agreement is limited to the specific items set forth herein.

SECTION V. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VI. Following its execution by Dania Beach, Hollywood and the County, this Agreement shall be recorded in the Public Records of Broward County, Florida.

CITY OF DANIA BEACH, a Florida municipal corporation

By: _____
Tamara James, Mayor

Attest: _____
Thomas Schneider, CMC, City Clerk

APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

CITY OF HOLLYWOOD, a Florida municipal corporation

By: _____
_____ Mayor

Attest: _____
_____, City Clerk

APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

"COUNTY"

BROWARD COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Broward County Mayor

Date: _____

ATTEST:
County Clerk of the Board of County Commissioners

By: _____

Date: _____