



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE CITY OF HOLLYWOOD FOR ANCHORING LIMITATION AREAS IN HOLLYWOOD,
FLORIDA**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Hollywood, Florida, a municipal corporation (“City”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. In 2021, the Florida Legislature passed CS/CS/CS/SB 1946, which amended Section 327.4108, Florida Statutes, to allow counties to enact ordinances establishing anchoring limitation areas adjacent to urban areas that have residential docking facilities and significant recreational boating traffic upon at least thirty (30) days’ prior notice to the Fish and Wildlife Conservation Commission (“FWCC”) before introducing this type of ordinance.

B. Section 327.4108, Florida Statutes, also requires that anchoring limitation areas be marked with signage and buoys permitted by the FWCC.

C. Additionally, Section 327.4108, Florida Statutes, requires that anchoring limitation areas be less than 100 acres in size, not include any portion of the marked channel of the Florida Intracoastal Waterway, and not exceed, in total, ten percent (10%) of a county’s delineated navigable-in-fact waterways.

D. City has requested County establish two (2) anchoring limitation areas within the City of Hollywood, as further described herein.

E. The Parties desire to enter into an agreement to provide for the necessary permits, signage, and buoys prior to County enacting an ordinance establishing the anchoring limitation areas within the City of Hollywood.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means, for County, the Director of the Resilient Environmental Department or such other person as designated by such Director in writing; and, for City, Vanessa Maiorana or such other person as designated by Ms. Maiorana in writing.

1.4. **County Administrator** means the administrative head of County appointed by the Board.

ARTICLE 2. EXHIBITS

Exhibit A Anchoring Limitation Areas Legal Description

ARTICLE 3. ANCHORING LIMITATION AREAS

3.1. Location. City requests that County enact an ordinance designating the areas marked in Exhibit A (the “Anchoring Limitation Areas”) as anchoring limitation areas in accordance with Section 327.4108, Florida Statutes. City warrants that all areas marked on Exhibit A are under the exclusive control of City and not the State of Florida, and do not include any portion of the marked channel of the Florida Intracoastal Waterway. The enactment of an ordinance establishing the Anchoring Limitation Areas is subject to approval by the Board. City’s execution of and performance under this Agreement do not guarantee that the ordinance will be enacted.

3.2. FWCC and Other Permits. City will acquire and pay all costs associated with necessary permits, licenses, or approvals from federal, state, and local agencies for the Anchoring Limitation Areas including, but not limited to, signage and buoy permits from the FWCC. County will assist in the permit, license, or approval applications where necessary and proper, as determined by the County Administrator or as required by law. For all permits, licenses, or approvals that are required to be issued to County, County will submit the applications, and City will reimburse County for all associated application fees within thirty (30) days following notice from County of same, provide all information necessary to complete such applications, and otherwise assist in the application process to the extent requested by County.

3.3. Buoys and Signage. City will provide and pay all costs associated with the provision and installation of all necessary signage and buoys to mark the Anchoring Limitation Areas. City shall undertake and be solely responsible for all such provision and installation, which shall not commence until County’s enactment of the relevant ordinance and receipt of all required permits, licenses, or approvals as provided in Section 3.2 above.

3.4. Compliance and Maintenance. City is solely responsible for the repair and ongoing maintenance of all signage and buoys marking the Anchoring Limitation Areas, as well as continued compliance with all conditions of the required permits, licenses, and approvals from federal, state, and local agencies related to the Anchoring Limitation Areas.

3.5. Enforcement. City will be solely responsible for enforcement of the restrictions of the Anchoring Limitation Areas authorized by Section 327.4108, Florida Statutes, and for the enactment of any regulations or other procedures necessary for such enforcement. County will not be responsible for enforcement of the restrictions of the Anchoring Limitation Areas.

3.6. Subcontracting/Assignment. While City has the right to retain subcontractors to perform the obligations set forth in this Article 3, City shall remain solely liable for performance under this

Agreement. City may not, under any circumstances, assign any right or interest in this Agreement to any third party.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall continue for a period of one (1) year, with automatic yearly renewals on an ongoing basis until the Agreement is terminated in accordance with Section 4.2 below.

4.2. Termination. Either Party may terminate this Agreement, with or without cause, by giving written notice to the other Party at least thirty (30) days prior to the date of termination. Notwithstanding any termination of this Agreement, City’s obligations pursuant to Article 3 shall continue until such time as County repeals the ordinance establishing the Anchoring Limitation Areas. In addition, if County does not enact an ordinance designating the Anchoring Limitation Areas within one (1) calendar year after the Effective Date, this Agreement will automatically terminate at that time without the requirement of further action by either Party.

ARTICLE 5. GOVERNMENTAL IMMUNITY; CITY INDEMNIFICATION OF COUNTY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

To the greatest extent permitted under Florida law, City shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach this Agreement by City, or by any negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. MISCELLANEOUS

6.1. No Partnership or Other Benefits. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. At no time shall City

nor its agents act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

6.2. Contract Administrator Authority. Each of the Parties' respective Contract Administrators are authorized to coordinate and communicate with each other to manage and supervise the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement.

6.3. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

6.3.1. Keep and maintain public records required by County in the performance of its obligations under this Agreement;

6.3.2. 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 Applicable Law;

6.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

6.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County relating to City's performance of its obligations under this Agreement. 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 the public records, 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.

If a public records request is directed to either Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will provide any responsive public records so as to enable the Party that received the public records request to respond as required.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING:

FOR CITY INQUIRIES TO COUNTY: (954) 357 - 6677, LVIAPANDO@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 329, FORT LAUDERDALE, FLORIDA 33301.

FOR COUNTY INQUIRIES TO CITY: (954) 967-4490 EXT. 6227, VMAIORANA@HOLLYWOODFL.ORG, 3250 HOLLYWOOD BLVD. HOLLYWOOD, FLORIDA 33021.

6.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and any of its subcontractors that are related to this Agreement. City and its subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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 Subcontractor shall make same available in written form at no cost to County.

City and any of its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, 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 at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

6.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a party to this Agreement.

6.6. Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Attn: Leonard Vialpando, Director of Resilient Environmental Department

115 South Andrews Avenue, Room 329

Fort Lauderdale, Florida 33301

Email address: lvialpando@broward.org

FOR CITY:

City of Hollywood

Attn: Vanessa Maiorana

3250 Hollywood Boulevard

Hollywood, Florida 33021

Email address: vmaiorana@hollywoodfl.org

6.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

6.9. Compliance with Laws; Equal Opportunity. City must comply with all Applicable Law, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

6.10. Severability. If 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.

6.11. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

6.12. Interpretation. The titles and 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" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

6.13. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 6 of this Agreement, the provisions contained in Articles 1 through 6 shall prevail and be given effect.

6.14. Law, Jurisdiction, Venue, 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 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 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

6.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

6.16. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

6.17. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibit is incorporated into and made a part of this Agreement.

6.18. Counterparts and Multiple Originals. 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: 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, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Amanda Tolbert (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

AMT/mco/nak
Limited Anchoring Area ILA
08/4/2022

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE CITY OF HOLLYWOOD FOR ANCHORING LIMITATION AREAS IN HOLLYWOOD,
FLORIDA**

CITY

CITY OF HOLLYWOOD

ATTEST:

By: _____
Mayor

City Clerk

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

Exhibit A
Anchoring Limitation Areas Legal Descriptions

DESCRIPTION OF NORTH LAKE ANCHORING LIMITATION AREA:

BEING ALL OF BLOCK 71, "**HOLLYWOOD LAKES SECTION**", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM PARCEL #4, AS SHOWN ON THE PLAT OF "**FLORIDA EAST COAST CANAL**", AS RECORDED IN PLAT BOOK 17, PAGE 23A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL OF THAT LAKE AREA DESCRIBED ABOVE BEING WITHIN 150 FEET OF ANY PUBLIC OR PRIVATE MARINA, BOAT RAMP, BOATYARD OR OTHER PUBLIC VESSEL LAUNCHING OR LOADING FACILITY.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.

DESCRIPTION OF SOUTH LAKE ANCHORING LIMITATION AREA:

BEING ALL OF BLOCK 76, "**HOLLYWOOD LAKES SECTION**", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM PARCEL #6, AS SHOWN ON THE PLAT OF "**FLORIDA EAST COAST CANAL**", AS RECORDED IN PLAT BOOK 17, PAGE 23A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT:

ALL OF THAT LAKE AREA DESCRIBED ABOVE BEING WITHIN 150 FEET OF ANY PUBLIC OR PRIVATE MARINA, BOAT RAMP, BOATYARD OR OTHER PUBLIC VESSEL LAUNCHING OR LOADING FACILITY.

SAID LANDS SITUATED, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA.