

PROPOSED

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT AMONG THE CITY OF DANIA BEACH, FLORIDA, THE CITY OF HOLLYWOOD, FLORIDA, AND BROWARD COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by Commissioner Tim Ryan)

WHEREAS, the City of Hollywood and the City of Dania Beach wish to enter into an Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land (the "Agreement"), attached hereto as Exhibit A, to facilitate the annexation of a .2-acre parcel of land to the City of Dania Beach from the City of Hollywood;

WHEREAS, the City of Hollywood approved the proposed Agreement on April 4, 2023, and the City of Dania Beach approved the proposed Agreement on April 25, 2023;

WHEREAS, Florida law requires that the County be a party to the Agreement, and requires the enactment of an Ordinance to approve the proposed Agreement; and

WHEREAS, the Board finds the Agreement to be in the public interest,

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Pursuant to Section 171.203, Florida Statutes, the Board approves the Agreement and authorizes the Mayor to execute the Agreement.

23 | This Ordinance is effective as of the date provided by law.

PROPOSED

EFFECTIVE

By: /s/ Joseph K. Jarone 05/10/2023
Joseph K. Jarone (date)
Assistant County Attorney

By: /s/ René D. Harrod 05/10/2023
René D. Harrod (date)
Chief Deputy County Attorney

EXHIBIT "A"

AFTER RECORDING RETURN TO:

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

For Recording Purposes Only

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

between

CITY OF DANIA BEACH, FLORIDA,

and

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, Fort 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, the Florida Department of Transportation (FDOT) owns a parcel of land that is partially located within the jurisdictional limits of Hollywood and consists of approximately .2 acres, 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, once the land is annexed within the jurisdiction of Dania Beach, Dania Beach will negotiate with FDOT to acquire the .2 acres from FDOT, so that Dania Beach can ultimately join all its land together in a sufficient size to be able to construct a public parking garage; and

WHEREAS, the 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; and

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, on July 22, 2022, Dania Beach issued Resolution No. 2022-113, requesting that the County and Hollywood negotiate an interlocal to authorize Dania Beach to annex the .2 acres of land from Hollywood; and

WHEREAS, on August 23, 2022, the County approved Resolution No. 2022-361, authorizing the County to negotiate with the parties to proceed with the annexation process; and

WHEREAS, on August 31, 2022, Hollywood issued Resolution 2022-242, authorizing certain negotiation points for Dania Beach to consider in order to move forward with an interlocal agreement; and

WHEREAS, Hollywood and Dania Beach have come to an agreement on the conditions for authorizing the annexation into Dania Beach of the .2 acres of land; and

WHEREAS, the County joins 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. Recitals.

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

SECTION II. Effective Date.

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 ("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. Annexation from Hollywood.

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 public parking garage 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, which the Dania Beach maintains is in line with the limited public parking garage use.

SECTION IV. Conditions of Interlocal as to City of Hollywood.

Hollywood and Dania Beach agree as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from

the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.

- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 years or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.
- (7) The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), may be enforced over the next 20 years.

SECTION VI. Term and Periodic Review.

Pursuant to Section 171.203(12), Florida Statutes, the term of this Agreement is for 20 years from the Effective Date. The parties agree to periodically review this Agreement every five years and to commence renegotiation of the terms of this Agreement no later than 18 years after its Effective Date.

SECTION V. 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. 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 expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

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.

5. 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.

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

7. The parties do not intend 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.

8. 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.

9. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the parties nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

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

SECTION VI. Severability.

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 VII. Recording.

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

ATTEST:

Elora Riera
MMC

Digitally signed by
Elora Riera, MMC
Date: 2023.05.04
13:29:03 -04'00'

ELORA RIERA, MMC
CITY CLERK

**City OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

Archibald J. Ryan IV

Digitally signed by
Archibald J. Ryan IV
Date: 2023.05.04
13:29:25 -04'00'

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

Eve A. Boutsis

Digitally signed by Eve A. Boutsis
Date: 2023.05.01 10:47:12 -04'00'

EVE A. BOUTSIS
CITY ATTORNEY

Ana M.
Garcia

Digitally signed by Ana M.
Garcia
Date: 2023.05.02 10:46:49
-04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER



APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON April 25, 2023.

CITY OF HOLLYWOOD, a Florida municipal corporation

By:

Josh Levy, Mayor

Attest:

Patricia Cerny, MMC
City Clerk

DS



APPROVED AS TO FORM:

Douglas R. Gonzales
City Attorney

APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON April 4, 2023.

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

JOSEPH K.
By: JARONE
Joseph K. Jarone (Date)
Assistant County Attorney

Digitally signed by
JOSEPH K. JARONE
Date: 2023.05.10
11:11:20 -04'00'

By: 
Rene D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by Rene D. Harrod
Reason: Approved as to form
Location: Broward County Attorney's
Office
Date: 2023.05.10 11:04:28 -04'00'

Copy sent to:
Carlos Martinez
District Right of Way Manager
Florida Department of Transportation
District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

