

7. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH COMMITTING MATCHING FUNDS FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE MARINA DISTRICT PROJECT; PROVIDING AND EFFECTIVE DATE.
(ATTACHMENT - #7)




RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

BANK OF AMERICA FINANCIAL CENTRE
2001 BROADWAY SUITE 300
RIVIERA BEACH FLORIDA 33404
PHONE: 561-844-3408
FAX: 561-881-8043
WEBSITE: www.rbcra.org

MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM:  Tony T. Brown
Executive Director, CRA

DATE: February 15, 2012

CC: Ruth Jones, City Manager
Karen Hoskins, Interim Finance Director
Michael Haygood, Interim CRA Attorney
Pamala Ryan, City Attorney

SUBJECT: Intergovernmental Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency

The RBCRA continues to aggressively pursue opportunities to leverage our resources. The RBCRA has identified an opportunity to secure grant funds from the Economic Development Administrations under the category of Public Works and Economic Development Facilities for the redevelopment of the Marina. Because it is a grant it is a very competitive process. The agency is seeking a \$2,000,000 grant which must be matched by \$2,000,000. The RBCRA staff is collaborating with the City and coordinating its efforts closely with the City's consultant. The grant will go towards the completion of phase II of the marina which is projected to be a \$7,000,000 project. The grant will be submitted for the June grant round with EDA. However, the grant must go through a State review prior to submittal. The RBCRA is committing to the required \$2,000,000 match as follows:

Amount	Source
\$1 million	BB& T Loan Proceeds
\$746,781	Reallocation of Reserves originally designated for City Services FY 2010
\$253,219	Reallocation of Reserves originally designated for City Services FY 2011-2012
\$2,000,000	Total

The intergovernmental agreement and resolution is to provide documentation to the EDA that the partnership has committed the required match.

RESOLUTION NO. 2012-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH COMMITTING MATCHING FUNDS FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE MARINA DISTRICT PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into Interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

WHEREAS, the adopted Community Redevelopment Plan provides for improvements to the Marina District; and

WHEREAS, , the Agency, in cooperation with the City of Riviera Beach desires to commit matching funds for a U.S. Economic Development Administration Grant for the Marina District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Community Redevelopment Agency hereby approves the attached Interlocal Agreement.

SECTION 2. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of March 2012

[Signatures on next page]

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

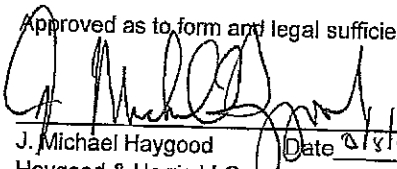
By: _____
Judy L. Davis, Chairperson

ATTEST:

Tony Brown, Executive Director

MOTION BY: _____
SECONDED BY: _____

D. PARDO _____
J. DAVIS _____
B. BROOKS _____
C. THOMAS _____
S. LOWE _____

Approved as to form and legal sufficiency


J. Michael Haygood Date 2/8/2012
Haygood & Harris LLC
General Counsel to CRA

INTERLOCAL AGREEMENT BETWEEN
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF RIVIERA BEACH
COMMITTING MATCHING FUNDS FOR
AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE
MARINA DISTRICT PROJECT

This Interlocal Agreement is entered into this __ of _____, 2012, by and between Riviera Beach Community Redevelopment Agency, a body corporate ad politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "Agency") and the City of Riviera Beach, a Florida municipal corporation (herein referred to as the "City"), each constituting a public agency as defined in Part I, Chapter 163, Florida Statutes.

WITNESSETH

Whereas, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969, " authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into Interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, contribute funds to a municipality; and

Whereas, the City Council of the City of Riviera Beach has found and declared an area of the City of Riviera Beach in compliance with Redevelopment Area requirements, the area hereinafter referred to as the "CRA"; and

Whereas, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the "Plan"); and

Whereas, the Plan provide for a long term redevelopment strategy for the Redevelopment Area; and

WHEREAS, the City, the Agency, Viking Yachts; and Rybovich are all working to bring to fruition the Marina District Plan to create 860 jobs from a \$167 million dollar investment and;

WHEREAS, the renovation of the Riviera Beach Marina with the completion of phase II is the cornerstone on which the Marina District Plan will rest and:

WHEREAS, the Agency is preparing a grant submittal to the U.S. Commerce Department's Economic Development Administration (EDA)for \$2 million dollars to which requires a 50/50 match; and

WHEREAS, the Agency is committing \$1,000,000 from it's BB& T loan funds towards the match; and

WHEREAS, the Agency agrees to commit \$746,781 from the reallocation of City Services FY 2010 towards the match; and

WHEREAS, the Agency agrees to commit \$253,219 from the reallocation of City Services payment FY 2011-2012 for the remaining match requirements.

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

Section 1. Purpose

A. The purpose of this Agreement is to agree to commit the required funding to match up to a \$2 million dollar grant from EDA for construction of Phase II of the Riviera Beach Marina.

Section 2. General Terms and Conditions

A. The Agency has provided the resources to identify and write the grant consistent with the Marina renovations and the Marine District Plan.

B. Should the grant be awarded the Agency will contribute to the City the matching funds as outlined above.

Section 3. Entirety of Agreement

This agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

Section 4. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 5. Indemnification

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other party, and the other respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement.

Section 6. Severability

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of the Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

Section 7. Entirety of Agreement

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

Section 8. Notice and Contact

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Agency:

Tony Brown
Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

For the City:

Ruth Jones
City Manager
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Section 9. Venue

The venue for this action shall be in Palm Beach County, Florida.

Section 10. Effective Date

This Agreement shall become effective upon its approval by the City Council of the City of Riviera Beach and the Commissioners of the Riviera Beach Community Redevelopment Agency, the due execution thereof by the proper officer of the City and the Agency.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: _____

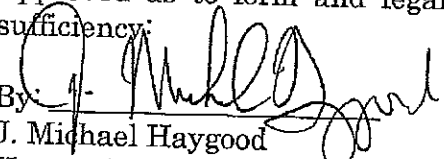
RIVIERA BEACH
COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: Chairperson

Approved as to form and legal
sufficiency:

By: 

J. Michael Haygood
Haygood & Harris, LLC
CRA General Counsel

ATTEST:

By: _____

Carrie E. Ward
Master Municipal Clerk
City Clerk

CITY OF RIVIERA BEACH

By: _____

Thomas A. Masters, Mayor

Approved as to form and legal
sufficiency

By: _____

Pamala H. Ryan,
City Attorney