

6. 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 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2011- 11

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 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES; 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 Agency desires to reimburse the City for payment of architectural and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

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 13th day of April 2011

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: Chairperson

ATTEST:

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 9/8/2011

Haygood & Harris LLC
General Counsel to CRA

INTERLOCAL AGREEMENT BETWEEN
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF RIVIERA BEACH

This Interlocal Agreement is entered into this ___ of _____, 2011, 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 of Riviera Beach published a request for qualifications for two separate and distinct groups of professional services: Group 1-General Civil Engineering, Traffic Engineering and Group 2-Architectural, Structural Engineering, Electrical Engineering, and Mechanical Engineering, RFQ276-10; and

Whereas, RFQ 276-10 included the scope of architectural/design redevelopment, renovations and/new architectural plans for projects that are authorized within the CRA Area, and for Engineering services that are authorized within the CRA Area; and

Whereas, the City's selection committee evaluated and ranked proposals after a thorough RFQ process, and selected two firms for architectural services and two firms for engineering services, the firms selected for architectural services identified in the City's RFQ 276-10, namely: Corzo, Castella, Thompson and Salman, P.A. and Song and associates; and

Whereas, the Agency desires to reimburse the City for payment of architectural and engineering services for projects within the CRA Area as mutually agreed to by the City and the Agency.

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 contract with the City to reimburse it for payment for architectural services and engineering services provided in furtherance of the adopted community redevelopment plan within the CRA Area provided pursuant to RFQ 276-10 that are mutually agreed to by the City and Agency.

B. The City and Agency agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions

A. The Agency will submit a work order for any proposed services in furtherance of the redevelopment plan to the City for its consent, which shall not be unreasonably withheld. Upon approval by the City, the work order shall be forward to the architect. The price of the work order shall be negotiated by the City, but not authorized unless approved by the Agency in its sole and absolute discretion.

B. Upon approval by the Agency, the architect shall complete the services consistent with the work order. The Agency shall reimburse the City for the cost of the services within 30 days of submittal by the City.

Section 3. Termination

This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Agency shall be obligated to reimburse the City for any work completed up to the date pursuant to this paragraph.

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.

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:

By:  _____

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

CITY OF RIVIERA BEACH

ATTEST:

By: _____

By: _____

Thomas A. Masters, Mayor

Approved as to form and legal
sufficiency

By: _____

Pamela H. Ryan, City Attorney