

6. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH (CITY) FOR THE REIMBURSEMENT OF CITY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

MEMORANDUM

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

FROM: Tony T. Brown, Executive Director, Riviera Beach CRA

DATE: June 11, 2012

CC: Ruth Jones, City Manager
Pamala Ryan, City Attorney
Michael Haygood, Interim CRA Attorney

SUBJECT: Interlocal Agreement to Reimburse the City of Riviera Beach for Services Related to the Redevelopment Plan for Fiscal Year 2012

The City provides certain services to the CRA in furtherance of implementing its redevelopment plan. The CRA desires to reimburse the City for providing it with a wide range of support services and has budgeted funds for that purpose. The attached interlocal agreement covering the 2012 fiscal year documents the mutual obligations of the City and the CRA.

Request for Board Action

Working with the City, the Agency has developed a methodology for determining an appropriate, justifiable, and supportable amount to reimburse the City for support services it provides to the Agency. The methodology represents a framework for the procedures to compensate the City. It employs the use of direct and indirect charging structures including the following:

- (1) Actual hours of a City resource's use times the actual cost per hour of use;
- (2) Percentage allocations of departmental personnel and related benefits budgets;
- (3) Fixed charges for services rendered; and,
- (4) A percentage allocation of aggregated departmental costs, including fee for services charges.

The methodology can be used for the current and subsequent fiscal years, with mutually agreed upon changes in rates, departmental budgets, and related cost elements. The actual billing for the fiscal year from the City to the Agency is based on actual costs incurred and the total amount of the reimbursement is capped based on a mutually agreed upon total reimbursable budget amount. With the concurrence of the City Manager, the Finance Department, and the City Attorney, we request the adoption of the resolution approving the interlocal agreement.

TB:aab

RESOLUTION NO. 2012-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH (CITY) FOR THE REIMBURSEMENT OF CITY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

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, the CITY created the CRA in 1974 consistent with the Community Redevelopment Act. The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight. In 1999, the CITY performed a “Finding of Necessity”, which allowed the CITY to expand the CRA boundary and adopted the “Finding of Necessity” per Resolution No. 88-01; and

WHEREAS, the CRA desires the CITY and the CITY agrees to provide the CRA certain professional services, as requested; and

WHEREAS, the CRA and the CITY desire to provide the framework for the procedures to compensate the CITY for the CITY’s services provided to the CRA; and

WHEREAS, the Agency finds that it is in furtherance of the adopted Community Redevelopment Plan to approve an Interlocal Agreement for the 2012 and subsequent fiscal years.

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

SECTION 1. The Agency hereby approves the attached Interlocal Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency.

SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

SECTION 3. This resolution shall be effective immediately upon its adoption.

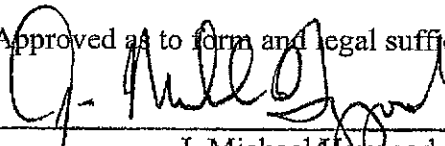
PASSED AND ADOPTED this 18TH day of June, 2012.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: BILLIE E. BROOKS
Title: Chairperson

ATTEST:

Executive Director

Approved as to form and legal sufficiency


J. Michael Haygood
Date 6/8/2012
Haygood & Harris LLC
General Counsel to CRA

MOTION BY: _____

SECONDED BY: _____

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

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH
AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
PROVIDING FOR REIMBURSEMENT TO THE CITY FOR PROFESSIONAL
SERVICES RELATED TO THE REDEVELOPMENT PLAN.**

THIS INTERLOCAL AGREEMENT entered into this ___ day of _____, 2012, by and between THE CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY") and the City of Riviera Beach COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter "CRA").

R E C I T A L S

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, the CITY created the CRA in 1974 consistent with the Community Redevelopment Act (hereinafter "Act"). The fundamental purpose of the CRA is to facilitate redevelopment in an area that has been determined to be slum and blight. In 1999, the CITY performed a "Finding of Necessity", which allowed the CITY to expand the CRA boundary and adopted the "Finding of Necessity" per Resolution No. 88-01; and

WHEREAS, the CRA desires the CITY to provide professional services and the CITY agrees to provide the CRA certain professional services, as requested; and

WHEREAS, the CRA and the CITY desire to provide the framework for the procedures to compensate the CITY for the CITY's services provided to the CRA; and

WHEREAS, the CITY desires to continue to provide services to the CRA in order to protect the public health, safety and welfare of the residents of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows.

ARTICLE I
RECITALS

1. The above recitals are true and incorporated herein.

ARTICLE 2
SERVICES

The CITY agrees to perform services as requested by the CRA. Procedurally, the CRA will make a request in writing for the City to perform certain services, and the CITY, when requested by the CRA, agrees to perform those services in accordance with Exhibit "A" as attached hereto and incorporated herein, or in the absence of a specific enumeration within Exhibit "A", the CITY may provide services as agreed to by the City Manager and the CRA Executive Director.

ARTICLE 3
METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Article 2 hereof by the CITY commencing from October 1, 2011, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available in accordance with the methodology identified in Exhibit "A", as amended from time to time. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.3 Annual Statement. The City Manager and the CRA's Executive Director shall jointly prepare an annual statement reflecting anticipated services to be provided by the CITY and related costs and all unpaid obligations from prior periods. The amount in the annual statement shall be agreed upon by the CITY and the CRA, in advance, during the budgetary process of the CITY and the CRA by no later than July 1st of each fiscal year. The methodology for establishing the costs associated with anticipated services are identified in "Exhibit A" to this agreement.

3.4 Payment. The parties agree that the CRA's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the CRA approved budget. The CITY agrees to invoice the CRA not later than thirty (30) days after the close of the quarter. Upon invoice submitted by the CITY to the CRA, the CRA agrees to pay said invoice within thirty (30) days. The invoice will be based on "actual" time and expenses incurred by the CITY for the benefit of the CRA and requested by the CRA for services rendered during the quarter. Total

hours accrued for hourly allocated services rendered according to Exhibit "A" will be itemized in each invoice. For all other services, required documentation, by department, will include a list of specific CRA projects worked on and a general statement of what specific work was done. The aggregate total of the four quarterly billings shall not exceed the amount budgeted by the CRA and the CITY for such services.

ARTICLE 4 MISCELLANEOUS

4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff and CITY functions particularly regarding planning, financial administration, reporting, and auditing; and administration and implementation of the Plan and capital projects.

4.2 Term and Termination.

4.2.1 This Agreement shall take effect retroactively to October 1, 2011, and shall be terminated as provided herein. Moreover, if the parties fail to approve the Annual Statement as provided herein, then the Agreement shall automatically terminate on September 30th of that year. If, however, the Annual Statement is approved, this Agreement shall automatically renew for an additional year.

4.2.2 This Agreement may be terminated by CITY or the CRA upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services provided for herein. Regardless of the termination of this Agreement, the CRA shall pay to the CITY all outstanding fees and costs, incurred but not billed as of the termination date.

4.3 Records. The CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative

procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

4.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY: City Manager
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

With a copy to:

City Attorney
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

CRA: Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Attention: Executive Director

With a copy to:

J. Michael Haygood
Haygood & Harris, LLC
1551 Forum Place, 400-B
West Palm Beach, FL 33401

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County.

4.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF RIVIERA BEACH

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____

THOMAS A. MASTERS
MAYOR

BY: _____

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD, MMC
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY

DATE: _____

REVIEWED AS TO LEGAL SUFFICIENCY



J. MICHAEL HAYGOOD
GENERAL COUNSEL TO THE CRA

DATE: _____

Exhibit "A"

CRA/City Services Fee Methodology

The Community Redevelopment Agency (CRA) requires support from various departments of the City of Riviera Beach (City) to implement aspects of its plan for developing the CRA area (the "CRA Plan"). The CRA, with the assistance of the City, has developed the following methodology for establishing the amount of payment due to the City as a result of the CRA's use of services provided by the City. The methodology was developed using the actual cost of providing certain services by the City, along with estimating the cost of other services based on a review of service levels provided to the CRA by the City in prior years. City charges to the CRA shall be based on actual departmental and usage costs, not to exceed the overall amount budgeted for all such services identified by the methodology. The methodology is structured as follows.

Service/Department	Method for Establishing Budget/Cost
Community Development	20% of annual personnel budget (including employee benefits) for CD Administration plus 10% of annual personnel budget (including employee benefits) for the CD Planning Division.
City Council Chamber Usage	\$50 per hour cost based on actual usage of the facility.
City Hall Outside Security	\$13 per hour cost based on actual usage of personnel.
Police Security – City Hall Meetings	Actual hours of police officers for meetings and other required services @ \$38 per hour.
Purchasing Department	\$5,000 per RFP/RFQ managed by the department and \$500 for each vendor solicitation quotation coordinated by the department on behalf of the CRA.
Human Resources	\$1,500 per personnel search coordinated through the department on behalf of the CRA and \$15,000 annual compensation for coordinating employee benefits on behalf of the CRA. Advertising and related out-of-pocket costs to be paid by CRA.
Business Development	50% of the personnel and related benefits budget/cost for the Business Development Manager.
Public Relations	30% of the personnel and related benefits budget/cost for the Public Relations and Media Manager. \$75 per hour for the Multi-media Specialist based on actual hours of services used. Hourly rate includes equipment usage.
Public Works	20% of the total personnel budget (including benefits) of the City Engineer and 5% of the Administration personnel (and benefits) budget of the department.
Police Department - Code Enforcement	7.5% of the annual budget for the Code Enforcement function.
Utilities Department	10% of the total personnel budget (including benefits) of the Engineer and 5% of the Administration personnel budget (including employee benefits) of the department.
Parks and Recreation	\$10,000 total in support of CRA eligible activities plus the hourly cost of using Recreation Department buses.
Finance Department	10% of the aggregated City Services Fee payment amount developed.
Other Costs	Other costs/charges as may be mutually agreed upon, in writing, by the City and CRA.