

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2017, by and between the

CITY OF POMPANO BEACH, a municipal corporation organized under the laws of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY")

and

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CRA").

WHEREAS, the City Commission of the CITY has, pursuant to Part III, Chapter 163, Florida Statutes ("Redevelopment Act") created a Community Redevelopment Agency for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY found by the City Commission as the governing body of the CITY to have conditions of slum or blight; and

WHEREAS, the City Commission also serves as the governing body of the CRA which is comprised of two (2) community redevelopment areas known as the Northwest and East Community Redevelopment Areas (collectively the "CRA Areas"); and

WHEREAS, both the CITY and the CRA desire to maintain and revitalize the CRA Areas to be visibly attractive, economically viable, and socially desirable areas which respond to and support the needs and desire of all other parts of the CITY; and

WHEREAS, the CRA has undertaken certain actions to implement the community redevelopment plans for the CRA Areas (collectively the "Plans"); and

WHEREAS, in accordance with the provisions of this Agreement, the CITY is willing to provide to the CRA certain administrative support services that can be utilized to accomplish the parties' mutual goal for redevelopment in the CRA Areas and the CRA is willing to provide the CITY with certain redevelopment services pertaining to properties owned by the CITY and located in the CRA Areas; and

WHEREAS, because the CITY and the CRA are separate legal entities, the parties also share the mutual goal of adhering to certain procedures and policies so that the CITY can provide and the CRA can pay for administrative services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and CRA agree as follows.

ARTICLE 1 RECITALS INCORPORATED

The recitals set forth in the “Whereas” clauses above are hereby accepted by the parties and incorporated into this Agreement.

ARTICLE 2 CITY PROVIDED SERVICES

The CITY agrees to provide the following administrative support services in the same manner as provided for by the CITY in the conduct of its own affairs or as otherwise provided by the Plans or in the CRA By-Laws.

A. **Finance.** The CITY’s Finance Department shall maintain a separate trust fund for each of the two CRA Areas and provide all bookkeeping and financial reporting services for each fund.

All financial data of the CRA shall be recorded and maintained in the CITY’s financial system and identified as such in the CITY’s financial system and unneeded cash of the CRA shall be invested by the CITY’s Finance Director in accordance with the investment policy adopted by the CRA Board from time to time. Interest or investment earnings shall be allocated and deposited in the appropriate trust fund based on the earnings attributed to each fund.

The CITY’s Finance Director shall be the CRA’s Finance Director and shall receive and maintain in the separate trust funds, on behalf of the CRA, all distributions of increment revenues from taxing authorities appropriating amounts to the trust fund pursuant to Chapter 163.387, Florida Statutes.

B. **Human Resources.** The CITY shall provide personnel services which may include, but not be limited to: recruitment and selection; benefits administration; labor relations management counseling; and risk management (claims and review of insurance certificates).

C. **City Attorney.** The CRA has engaged the services of special legal counsel to serve as the CRA Attorney and to provide legal services for CRA-related matters. The City Attorney shall provide such legal services to the CRA and the CRA Attorney as are mutually agreed to from time to time, including but not limited to: attend CRA board meetings as needed; perform real estate transactions; handle in-house litigation, such as foreclosures, nuisance abatement and code enforcement matters; preparation of resolutions; review and/or prepare contracts; provide legal opinions. The City Attorney shall not be responsible for the services provided by the CRA Attorney.

D. **General Services/Procurement.** The CRA may utilize the services of the CITY’s General Services/Procurement Division for all procurement related matters, including purchase of goods, services, construction and insurance. The CITY’s Procurement Official shall assist the

CRA with solicitations, including invitations to bid, requests for proposals, requests for qualifications and such other solicitations as may be needed from time to time, including solicitations issued jointly by the CITY and the CRA.

The General Services/Procurement division shall assist the CRA with printing and mail services such as agendas and other printed materials upon request, as well as mail delivery and posting. The Central Stores shall issue items from the CITY's inventory upon request.

E. Internal Auditor. The CITY's Internal Auditor shall provide internal audit services for the CRA provided that the CRA may retain special auditing services for specific needs. In such event, the CITY's Internal Auditor shall not be responsible for the performance of any of the services provided by the special auditor retained by the CRA.

F. Other City Services. The CITY and the CRA recognize that circumstances may arise from time to time that require the CITY to provide the CRA with assistance from other CITY departments and divisions, or that have not specifically been identified in the services described above. The CRA may request assistance from any CITY department or division, with the approval of the City Manager, including but not limited to: City Clerk; Code Compliance; Development Services; Events; Housing and Urban Development; Parks and Recreation; Public Works; and Public Utilities. The CITY has full discretion to determine whether to accept such additional requests and to invoice the CRA for such services as shall be mutually agreed to.

G. City Hall Space. The CITY shall provide the CRA with space in City Hall and will cooperate with the CRA on the amount and location of the space as needed from time to time.

H. Insurance. The CITY shall make health insurance and liability insurance provided by the self-funded insurance program of the CITY available to the CRA Board and CRA staff employed through the CITY. The CRA may, in its discretion, accept and use the CITY's program or establish its own.

ARTICLE 3 CRA PROVIDED SERVICES

The CITY owns properties in the CRA Areas (the "City Properties"). From time to time, it may be necessary or desirable to include the City Properties in a redevelopment project of the CRA contemplated by the Plans. The CRA shall include the CITY properties in such redevelopment projects and shall handle the disposition of such properties on the CITY's behalf. Such disposition shall be in accordance with the CITY Charter and Code, the Plans and the Redevelopment Act.

ARTICLE 4 METHOD OF REIMBURSEMENT AND COMPENSATION

A. Reimbursement to CITY for Internal Services Provided and Overhead Charges.

Commencing with the effective date of this Agreement, based on the CITY's cost allocation plan and/or cost schedule approved by the City Commission and the CRA Board, the CRA will compensate the CITY for the provision of the administrative support services described

in Article 2 above to the extent such costs are eligible for reimbursement in accordance with the Redevelopment Act.

In addition, the CITY shall invoice the CRA for costs associated with providing certain internal services, as applicable and as mutually agreed to, including, but not limited to: risk management insurance; health insurance; information technology; central stores; central services; vehicle services; landscaping services. Such services are to be determined and budget annually by the CITY's Budget Officer.

The CITY will invoice the CRA for overhead costs such as rent, electricity, building maintenance, stormwater, water and sewer services, as it relates to the CRA office located at City Hall, as such costs are mutually agreed upon.

Any cost or expense determined by the CITY not to have been included in the cost allocation plan shall be directly billed by the CITY to the appropriate CRA account.

B. Method of Reimbursement. The parties agree that the CRA's reimbursements to CITY pursuant to this Article shall be made in accordance with the CRA approved budget and authorized by the CRA Board. It is recognized and acknowledged that full reimbursement may, during the term of this Agreement, be deferred as determined each year by the CITY, in its discretion, provided any deferred outstanding payment obligation shall be budgeted by the CRA and paid to the CITY prior to the termination of the trust fund(s) pursuant to the Redevelopment Act. The CITY's Finance Department will invoice the CRA monthly for all costs outlined in and determined pursuant to this Agreement, in accordance with an approved cost allocation plan.

ARTICLE 5 PLEDGE OF COOPERATION

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges such cooperation.

ARTICLE 6 TERM

This Agreement shall take effect as provided in Article 17 of this Agreement and continue in effect for the duration of the CRA. The parties may amend this Agreement by mutual agreement in writing.

ARTICLE 7 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

The CRA may conduct various activities or engage in development of certain projects on CITY property. Accordingly, the CRA shall, for projects, events and any other matter for which it obtains indemnification through agreements with developers, vendors or others involving projects or events on CITY property, include and obtain the same level of indemnification through such agreement for the CITY.

ARTICLE 8 INDEPENDENT CONTRACTOR

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, each party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the other party. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

ARTICLE 9 ASSIGNMENT

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party

ARTICLE 10 AMENDMENTS

Both parties agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by both parties.

ARTICLE 11 NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For CRA:

Executive Director
Pompano Beach CRA
100 W. Atlantic Blvd.
Pompano Beach, FL 33061

For CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

CRA Attorney
Pompano Beach CRA
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

With a copy to:

City Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

ARTICLE 12 BINDING AUTHORITY

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 13 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason or any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida. By entering into this Agreement, CITY and CRA hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

ARTICLE 15 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 16 INTERPRETATION

This Agreement shall be interpreted as drafted by both parties hereto equally.

**ARTICLE 17
FILING AND EFFECTIVE DATE**

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It shall become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes. The CRA shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Broward County and shall pay for all such recording fees associated with same.

**ARTICLE 18
AUDIT RIGHT AND RETENTION OF RECORDS**

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. CITY and CRA shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. City and CRA shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents and any other records pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year written first above written.

Witnesses:

CITY OF POMPANO BEACH

BY: _____
Lamar Fisher, Mayor

BY: _____
Greg Harrison, City Manager

Attest:

Ascelela Hammond, City Clerk

Approved as to Form:

Mark Berman, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by LAMAR FISHER as Mayor, GREG HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Signed, Sealed and Witnessed
In the Presence of:

POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

Betty J. Manes
Print Name: Betty J. Manes

By: [Signature]
Lamar Fisher, Chairman

Shelley R. Bartholomew
Print Name: Shelley R. Bartholomew

ATTEST: [Signature]
Cathy Trenkle, Secretary

Marsha Carmichael
Print Name: Marsha Carmichael

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

By: [Signature]
Print Name: Kim Briesemeister

Approved as to Form:

Claudia M. McKenna
Claudia M. McKenna, CRA Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Marsha Carmichael
NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

FF98867
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by CATHY TRENKLE, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:



Marsha Carmichael
NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

FF 98867
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by Kim Briesemeister, Executive Director of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

Marsha Carmichael
NOTARY PUBLIC, STATE OF FLORIDA

Marsha Carmichael
(Name of Acknowledger Typed, Printed or Stamped)

FF 98867
Commission Number



POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (THE CRA), APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CRA AND THE CITY OF POMPANO BEACH RELATING TO CITY ADMINISTRATIVE SERVICES AND CRA PROPERTY-RELATED SERVICES TO BE PROVIDED BY THE CITY AND CRA, RESPECTIVELY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Interlocal Agreement between the Pompano Beach Community Redevelopment Agency (the CRA) and the City of Pompano Beach (the City) relating to City administrative services to be provided to the CRA, and CRA property-related services to be provided to the City (the Interlocal Agreement), a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute the Interlocal Agreement.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 16 day of May, 2017.

ATTEST:


CATHY TRENKLE, SECRETARY


LAMAR FISHER, CHAIRPERSON