

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 16-276

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR CONTRIBUTION, SERVICES AND COMPENSATION; PROVIDING FOR LEGAL SERVICES; PROVIDING FOR CLARIFICATION OF FINANCE DEPARTMENT SERVICES; AND PROVIDING FOR RELOCATION OF CRA OFFICES.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves an amendment to the Interlocal Agreement between the City of Margate and the Margate Community Redevelopment Agency for Contribution, Services, and Compensation, to provide for legal services by separate CRA counsel, clarification of services provided by the Finance Department, and relocation of CRA offices.

SECTION 2: That the Mayor and City Manager are authorized and directed to execute said Amendment on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

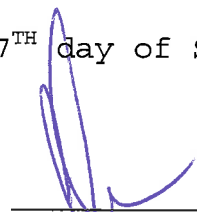
SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 7TH day of SEPTEMBER, 2016.

ATTEST:



JOSEPH J. KAVANAGH
CITY CLERK



MAYOR TOMMY RUZZANO

RESOLUTION NO. 16-276

RECORD OF VOTE

Simone	<u>Yes</u>
Peerman	<u>Yes</u>
Talerico	<u>Yes</u>
Bryan	<u>Yes</u>
Ruzzano	<u>Yes</u>

**INTERLOCAL AGREEMENT BETWEEN CITY OF MARGATE AND
MARGATE COMMUNITY REDEVELOPMENT AGENCY
FOR CONTRIBUTION, SERVICES, AND COMPENSATION**

THIS INTERLOCAL AGREEMENT, effective as of _____, 20__, is made and entered in and between the City of Margate, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") and the Margate Community Redevelopment Agency, a dependent special district created pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as "MCRA").

WHEREAS, the CITY is a municipal corporation organized and existing under the constitution and laws of the State of Florida; and

WHEREAS, Chapter 163, Florida Statutes, provides for the creation of community redevelopment agencies as separate but dependent governments of the municipalities that create community redevelopment agencies; and

WHEREAS, pursuant to a resolution dated August 13, 1996, Broward County, as a home rule charter county, through Resolution # 96-0697, delegated authority to establish an MCRA to the CITY subject to the Broward County Commission Board's Review and approval of the Community Redevelopment Area Plan; and

WHEREAS, by the enactment of Ordinance #97-25, effective December 17, 1997, the CITY created a community redevelopment trust fund for the community redevelopment area as provided in Section 163.387, Florida Statutes; and

WHEREAS, the CITY initially adopted a community redevelopment plan on September 25, 1997, pursuant to a resolution of the City Commission ("the Plan"); and

WHEREAS, on December 22, 1997, Broward County adopted a resolution approving the MCRA Plan; and

WHEREAS, the Redevelopment Trust Fund was established by City Commission Ordinance # 97-25, effective December 17, 1997; and

WHEREAS, the CITY and MCRA wish to provide by agreement for the contribution the CITY shall make for the funding of the MCRA; and

WHEREAS, the CITY and MCRA wish to provide by agreement for the costs of services rendered by the CITY to MCRA; and

WHEREAS, the CITY has staff with the expertise in various matters, including administration, personnel, economic development, engineering, finance, law, purchasing, public works, and planning; and

WHEREAS, the utilization of CITY staff is beneficial in implementation of the MCRA Community Redevelopment Area Plan; and

WHEREAS, the CITY has made available to the MCRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support; and

WHEREAS, the CITY and MCRA wish to update their relationship as two separate governmental bodies.

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 acknowledged, CITY and MCRA agree as follows:

ARTICLE 1 **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objective and intentions of the respective parties herein, the following statement, representations and explanations shall be accepted as predicates for the undertaking and commitments included within the provisions that follow, and may be relied upon by the parties as essential to the mutual consideration upon which this Agreement is based.

ARTICLE 2 **DEPOSIT**

The CITY agrees to appropriate and deposit or cause to be deposited 95% of the Statutory Increment Revenue generated within the Community Redevelopment Area, pursuant to F.S. 163.387(1).

ARTICLE 3 **SERVICES**

The CITY agrees to perform the following functions and duties in accordance with established procedures as provided for by the CITY in the conduct of its own affairs.

3.1 The CITY agrees to provide financial services, which shall include but not be limited to recording of the MCRA's transactions in the general ledger, investment of MCRA's assets, assisting in budget preparation, annual reporting, sales tax report, if any, and other fiscal needs in accordance with the City Policies and Procedures related thereto.

3.2 The CITY agrees to provide personnel services which shall include but not be limited to staff recruitment, training and compliance, and record retention with respect to personnel actions and such other personnel services as may be needed for CRA-funded City positions.

3.3 The CITY shall, when requested by the MCRA, provide engineering, economic development, and planning services to advise the MCRA and to assist in the implementation of the Plan.

3.4 The CITY shall, when requested by the MCRA, provide the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of MCRA activities.

3.5 The CITY shall, when requested by the MCRA, provide the services of the CITY's Public Works Department and Department of Environmental and Engineering Services with respect to design services and construction services necessary for the operation of MCRA activities.

3.6 The CITY shall, when requested by the MCRA, provide the services of the CITY's Information Technology Department with respect to IT services such as tech support for the operations of MCRA activities.

3.7 The CITY shall, when requested by the MCRA, provide the services of the CITY's Parks & Recreation Department with respect to activities and special events held within the MCRA District.

3.8 The CITY may make available public officials liability insurance and other forms of insurance deemed necessary by the CITY. Said insurance is to be determined at the sole direction of the CITY.

3.9 The MCRA may request the CITY to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's consent.

ARTICLE 4 **REIMBURSEMENT AND COMPENSATION**

4.1 Reimbursement to CITY. In consideration of providing the services described in Article 3 hereof by the CITY from October 1, 2016 through September 30, 2017, the MCRA shall compensate the CITY, to the extent funds of the MCRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, seven hundred forty nine thousand, nine hundred sixty-eight Dollars, (\$749,968.00). The MCRA's payment obligations under this Agreement constitute an obligation to pay an indebtedness in accordance with the Act. Payments shall be made by the MCRA to the City in equal monthly installments. Payments are based upon the cost allocation study based on FY 2014 data, which was adjusted for the CPI increase, changes in personnel, and increased workload from CRA activity.

4.2 Compensation rate increase.

4.2.1 The CITY shall prepare and present to the MCRA, on an annual basis, in time for the preparation and submission of the MCRA annual budget, a proposal for compensation for services by the CITY to the MCRA, pursuant to the terms of this Agreement, for the next fiscal year. A memorandum of understanding shall be executed by both parties confirming the agreed annual compensation rate.

4.3 Financial Data and Payment. The CITY shall prepare and present to the MCRA financial data in time for the preparation and submission of the MCRA annual budget. The data shall reflect prior fiscal year actual data, amended current year budget, and current year actual amounts spent as of the time data is provided. Any amounts contained in the approved MCRA budget for payment to the CITY shall be paid by the MCRA annually prior to September 30th.

ARTICLE 5 MISCELLANEOUS

5.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the MCRA and essential CITY staff and CITY functions, particularly regarding certain aspects of financial administration, reporting and auditing, and administration and implementation of the Plan and capital projects.

5.2 Term and Termination

5.2.1 This Agreement shall be in effect as of October 1, 2016, and shall remain in effect for a period of five years. The Agreement shall then automatically renew, for periods of one year each, unless the parties to this Agreement are unable to agree by September 1st of each year in a memorandum of understanding as provided in section 3.2 or either party seeks to terminate this Agreement prior to said expiration date. In such event, either party may give notice of termination of this Agreement no later than September 1st preceding the fiscal year.

5.2.2 After termination of the Agreement, as above provided, the CITY shall transfer to the MCRA copies of any documents, data, and information requested by the MCRA related to the services accomplished herein. Regardless of the termination of the Agreement, the MCRA shall pay to the CITY any outstanding funds or statements for costs incurred but not billed as of the termination date.

5.3 Records. CITY and MCRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by the MCRA which shall be kept for a period after the completion of all work to be performed pursuant to this Agreement, in compliance with Florida State Record Retention Laws. 5.4 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.

5.4 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal 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 MCRA. 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.

5.5 Assignments and Amendments.

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

5.5.2 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.

5.6 Notice. Whenever any party desires to give notice unto the 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 remaining party, at the place last specified, and the places for giving of notice shall remain

such until they shall have been charged 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 notice:

To Margate Community Redevelopment Agency:

MCRA Executive Director
Margate Community Redevelopment Agency
6280 West Atlantic Blvd.
Margate, FL 33063

To the City of Margate:

City Manager
City of Margate
5790 Margate Boulevard
Margate, FL 33063

5.7 Binding Authority. Each person signing this Agreement 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.

5.8 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 provision to the person or situations other than those as to which it shall have been held invalid or unenforceable shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.9 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 understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understanding 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 and prior representation or agreements, whether oral or written.

5.10 Supersedes Other Agreements. This Agreement shall be construed as superseding, altering or amending the conditions and terms of any other agreement or resolution of the CITY or MCRA.

5.11 Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party. Neither party may transfer its rights or obligations under this Agreement to a private party or entity.

5.12 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the CITY, the MCRA, and their respective successors or assigns.

5.13 Filing. The MCRA is authorized and directed, after approval of this Agreement by the respective governing bodies of the MCRA and CITY, to file this document with the Clerk of the Circuit Court of Broward County.

5.14 Waiver of Jury Trial. The parties to this Agreement knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

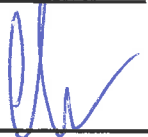
5.15 Venue. This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

5.16 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue in Broward County.

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

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CITY OF MARGATE



Tommy Ruzzano, Mayor

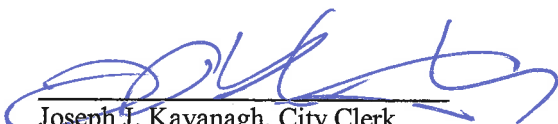
7th day of September, 2016



Douglas E. Smith, City Manager

7th day of September, 2016

ATTEST:



Joseph J. Kavanagh, City Clerk

7th day of September, 2016

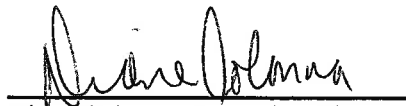
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. MARGATE COMMUNITY REDEVELOPMENT AGENCY (MCRA) through its authorization to execute same by the MCRA Board on ___ day of _____, 20__, and _____, signing by and through its _____ duly authorized to execute same.

MARGATE COMMUNITY REDEVELOPMENT AGENCY



Frank B. Talerico, Chair

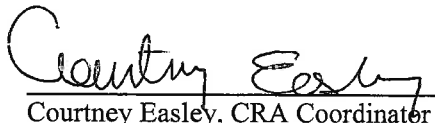
23rd day of August, 2016



Diane Colonna, Executive Director

23rd day of August, 2016

ATTEST:



Courtney Easley, CRA Coordinator

23rd day of August, 2016