



**COMMUNITY REDEVELOPMENT AGENCY
Agenda Cover Memorandum**

Originating Department: City Attorney (CA)	Meeting Type: Special Agenda Date: 01/27/2020	Advertised: Required?: <input type="radio"/> Yes <input checked="" type="radio"/> No	CRA#: 22063
------------------------------------------------------	----------------------------------------------------------------------	------------------------------------------------------------------------------------------------	-----------------------

Subject:

Resolution No. 20-15 amending an interlocal agreement between the CRA and City regarding staffing and funding of the CRA.

Ordinance/Resolution:

A RESOLUTION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ADMINISTRATION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY AND WEST PALM BEACH REDEVELOPMENT ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Staff Recommended Motion:

Approve Resolution No. 20-15.

Background:

The staffing and management of the West Palm Beach Community Redevelopment Agency is currently provided by Redevelopment Management Associates (RMA) pursuant to an Agreement for Management and Staffing of the West Palm Beach Community Redevelopment Agency and West Palm Beach Redevelopment Activities (Management and Staffing Agreement) executed on September 7, 2018. The funding of the Management and Staffing Agreement was authorized by an Interlocal Agreement for Administration of the West Palm Beach Community Redevelopment Agency (Interlocal Agreement). Under the current Management and Staffing Agreement, the Executive Director is provided by RMA. The CRA desires to do a search and hire an individual to be an employee of the City who shall be hired by and serves as Executive Director of the Community Redevelopment Agency at the pleasure of the CRA and to remove the position from the Management and Staffing Agreement. The change in staffing requires an amendment to the Interlocal Agreement and subsequent to negotiation with RMA, an

amendment to the Management and Staffing Agreement. The proposed Amended Interlocal Agreement requires the City to create the position of Executive Director of the CRA, establish a pay scale, and provide all benefits that are available to other city employees and specifies that the CRA appoints the Executive Director who serves at the CRA's pleasure. The Amended Interlocal Agreement also obligates the CRA to reimburse the City the costs associated with the employment of the Executive Director. Resolution No. 20-15 authorizes the Chair to execute the Amended Interlocal Agreement.

Fiscal Note

Current Year: Annualized: Budgeted: Unbudgeted: Funding Source:

Comment:

Electronic Attachments: [Click here for assistance with naming convention.](#)



> Res. 20-15.doc CRA-City Interlocal Agreement - Amd 2020.doc

Is this ACM related to a **Grant**? Yes No

Originating Department: [Approved by: Allison Justice on 01/14/2020](#)

No Fiscal Impact: City Attorney > CRA Executive Director
01/14/2020 Finance Department

01/15/2020 City Attorney's Department

01/15/2020 CRA Executive Director

A RESOLUTION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY FOR ADMINISTRATION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY AND WEST PALM BEACH REDEVELOPMENT ACTIVITIES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the West Palm Beach Community Redevelopment Agency (“CRA”), a public body corporate and politic and a public instrumentality, has been duly created by the City of West Palm Beach, pursuant to the Community Redevelopment Act of 1969, as amended, being Chapter 163, Part III, Florida Statutes, as amended, in order to achieve the purposes of redevelopment as set forth in the Act; and

WHEREAS, pursuant to Sec. 163.370(2), *Florida Statutes*, a municipality has all powers necessary or convenient to carry out and effectuate the purposes of a community redevelopment agency; and

WHEREAS, the Mayor, as chief executive officer and administrative head of the city is responsible for the administration and executive work and affairs of the city and its agencies, pursuant to Sec. 3.01 of the City Charter; and

WHEREAS, Article IV of the By-laws of the West Palm Beach Community Redevelopment Agency, as amended and restated February 11, 2008, provides that the Executive Director shall be appointed by the CRA and shall serve at the pleasure of the CRA; and

WHEREAS, Article V of the By-laws of the West Palm Beach Community Redevelopment Agency, as amended and restated February 11, 2008, provides that an interlocal agreement between the City and CRA shall provide for City staff support and services to the CRA as deemed necessary to undertake and carry out redevelopment activities and projects in the CRA’s redevelopment areas; and

WHEREAS, the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency issued a Request for Qualifications 12-13-407 seeking submittals of qualifications from firms interested in providing redevelopment, management and consulting services to the City including the management of all activities and operations of the CRA; and

WHEREAS, following the issuance of RFQ 12-13-407, Redevelopment Management Associates, LLC, was selected as the bidder with whom the City negotiate, and an Agreement for Management and Staffing of the West Palm Beach Community Redevelopment Agency and West Palm Beach Redevelopment Activities was executed on December 16, 2013, and on September 7, 2018 (the “Contract”); and

WHEREAS, the Management and Staffing Agreement requires Redevelopment Management Associates to provide an Executive Director; and

WHEREAS, on December 16, 2013, the West Palm Beach Community Redevelopment Agency and the City of West Palm Beach entered into an Interlocal Agreement for Administration of

RESOLUTION NO. 20-15

the West Palm Beach Community Redevelopment Agency as authorized by CRA Resolution No. 13-42 and City of West Palm Beach Resolution No. 136-13 (the "Interlocal Agreement"); and

WHEREAS, the City and the CRA desire to amend the Management and Staffing Agreement to remove the Executive Director position and associated cost from the Management and Staffing Agreement and the Interlocal Agreement; and

WHEREAS, the CRA desires to do a search and hire an individual to be an employee of the City who shall be hired by and serves as Executive Director of the Community Redevelopment Agency at the pleasure of the CRA; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, as amended the City and the CRA desire to enter into an amended interlocal agreement for the administration of the CRA and community redevelopment activities.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY, that:

SECTION 1: The Board of Commissioners of the West Palm Beach Community Redevelopment Agency hereby approves that Amended Interlocal Agreement between the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency for Administration of the West Palm Beach Community Redevelopment Agency, in form and substance similar to that attached hereto as Exhibit A (the "Amended Interlocal Agreement").

SECTION 2: The Chair is hereby authorized to execute the Amended Interlocal Agreement and such other related documents as may be necessary to achieve these purposes.

SECTION 3: Upon full execution of three (3) originals of the Amended Interlocal Agreement, one original shall be maintained by the City Clerk, one original shall be forwarded to the Secretary of the CRA to be maintained as a public record of the CRA.

SECTION 4: The City Clerk shall file final original of the Amended Interlocal Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

SECTION 5: This Resolution shall take effect in accordance with law.

CRA GENERAL COUNSEL'S OFFICE
Approved as to form and legality
By _____

**AMENDED INTERLOCAL AGREEMENT
BETWEEN
THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF WEST PALM BEACH
FOR
ADMINISTRATION OF THE
WEST PALM BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Contract No. 13758.001
City Res No. 29-20
CRA Res. No. 20-15

THIS AMENDED INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, (the "CRA") and the **CITY OF WEST PALM BEACH**, a municipal corporation (the "City"), and sets forth the terms conditions and individual responsibilities of the parties regarding funding the staffing, program management and operations of the CRA, as follows;

WHEREAS, the West Palm Beach Community Redevelopment Agency ("CRA"), a public body corporate and politic and a public instrumentality, has been duly created by the City of West Palm Beach, pursuant to the Community Redevelopment Act of 1969, as amended, being Chapter 163, Part III, Florida Statutes, as amended, in order to achieve the purposes of redevelopment as set forth in the Act; and

WHEREAS, pursuant to Sec. 163.370(2), *Florida Statutes*, a municipality has all powers necessary or convenient to carry out and effectuate the purposes of a community redevelopment agency; and

WHEREAS, the Mayor, as chief executive officer and administrative head of the city is responsible for the administration and executive work and affairs of the city and its agencies, pursuant to Sec. 3.01 of the City Charter; and

WHEREAS, Article IV of the By-laws of the West Palm Beach Community Redevelopment Agency, as amended and restated February 11, 2008, provides that the Executive Director shall be appointed by the CRA and shall serve at the pleasure of the CRA;

WHEREAS, Article V of the By-laws of the West Palm Beach Community Redevelopment Agency, as amended and restated February 11, 2008, provides that an interlocal agreement between the City and CRA shall provide for City staff support and services to the CRA as deemed necessary

to undertake and carry out redevelopment activities and projects in the CRA's redevelopment areas; and

WHEREAS, the City of West Palm Beach and the West Palm Beach Community Redevelopment Agency issued a Request for Qualifications 12-13-407 seeking submittals of qualifications from firms interested in providing redevelopment, management and consulting services to the City including the management of all activities and operations of the CRA; and

WHEREAS, following the issuance of RFQ 12-13-407, Redevelopment Management Associates, LLC, was selected as the bidder with whom the City negotiate, and an Agreement for Management and Staffing of the West Palm Beach Community Redevelopment Agency and West Palm Beach Redevelopment Activities was executed on December 16, 2013, and on September 7, 2018 (the "Contract"); and

WHEREAS, the Management and Staffing Agreement requires Redevelopment Management Associates to provide an Executive Director; and

WHEREAS, on December 16, 2013, the West Palm Beach Community Redevelopment Agency and the City of West Palm Beach entered into an Interlocal Agreement for Administration of the West Palm Beach Community Redevelopment Agency as authorized by CRA Resolution No. 13-42 and City of West Palm Beach Resolution No. 136-13 (the "Interlocal Agreement"); and

WHEREAS, the City and the CRA desire to amend the Management and Staffing Agreement to remove the Executive Director position and associated cost from the Management and Staffing Agreement and the Interlocal Agreement; and

WHEREAS, the CRA desires to do a search and hire an individual to be an employee of the City who shall be hired by and serves as Executive Director of the Community Redevelopment Agency at the pleasure of the CRA; and

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto and the Florida Interlocal Cooperation Act of 1969, as amended, to permit the City and the CRA to cooperate on the basis of mutual advantage to make the most efficient use of their respective powers, resources and capabilities; and

NOW, THEREFORE, in consideration of this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby mutually acknowledged, the parties resolve and agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2: CITY'S OBLIGATIONS

2.1 The City shall, upon appropriation of funds by the CRA, shall amend the Agreement for Management and Staffing of the West Palm Beach Community Redevelopment Agency and West Palm Beach Redevelopment Activities, dated September 7, 2018, (the "Contract") with **REDEVELOPMENT MANAGEMENT ASSOCIATES, LLC**, a Florida limited liability company, with an

address of 3109 E. Atlantic Blvd., Suite B, Pompano Beach, FL 33062 to provide redevelopment, management and consulting services to the City, including the management of all activities and operations of the CRA. The amendment shall eliminate the provisions regarding the Executive Director, including the requirement for reimbursement of the Executive Director's salary. Such amendment may also revise the services and other provisions of the agreement.

- 2.2 City will provide administration of the Contract.
- 2.3 City will timely pay invoices relating to the Contract.
- 2.4 City shall maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect revenues and expenditures of funds under this Agreement, and payments made under the Contract. City shall retain all such records related to this Agreement in proper order for at least three (3) years following expiration of this Agreement. The CRA shall have access to such records, for the purposes of inspection and audit, during this three (3) year period. This paragraph shall survive the expiration or termination of this Agreement.
- 2.5 City shall create the position of Executive Director of the Community Redevelopment Agency and establish a pay scale for the position and shall be fully responsible for all matters relating to payment of the Executive Director, including, compliance with Social Security, withholding taxes, and all other laws and regulations governing said matters and provision of benefits available to City employees.

SECTION 3: CRA'S OBLIGATIONS

- 3.1 The CRA will fund those Services, and Additional Services, provided under the Contract related to the administration and management of CRA projects and activities. CRA will not be obligated to fund any additional services under the Contract that are related to City activities or projects.
- 3.2 The CRA will transfer to the City sufficient funds to fund the Contract.
- 3.3 The Executive Director shall be appointed by and serve at the pleasure of the Community Redevelopment Agency Board.
- 3.4 The CRA shall reimburse the City for all costs associated with employment of the Executive Director including but not limited to payment of an annual salary and benefits.
- 3.5 CRA shall deliver said funds to the City within ten (10) working days of a request for funding by the City. CRA may fund the Contract for a fiscal year in advance.
- 3.6 The CRA shall maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect the expenditures of funds under this Agreement. CRA shall retain all such records related to this Agreement in proper order for at least three (3) years following expiration of this Agreement. The City shall have access to such records, for the purposes of inspection and audit, during this three (3) year period. This paragraph shall survive the expiration or termination of this Agreement.
- 3.7 The CRA hereby ascertains, determines, declares and finds the payment of amounts due under this Agreement is needed to further the goals of the CRA and its Strategic Finance

Plans.

SECTION 4: TERM OF AGREEMENT

- 4.1 This Agreement shall become effective upon its execution by the parties and the filing of the executed Agreement with the Clerk of the Circuit Court.
- 4.2 This Agreement shall continue through the term of the Contract and any renewals, unless this Agreement is terminated as provided in this Agreement, or unless the Contract is terminated or not-renewed in accordance with its terms.

SECTION 5: GENERAL PROVISIONS

- 5.1 Assignment. This Agreement may not be assigned or transferred.
- 5.2 Notices. Any notices required by this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered or sent by United States Certified Mail, with Return Receipt Requested. Notices shall be provided to the following:

As to the CRA:

West Palm Beach Community Redevelopment Agency
401 Clematis Street (33401)
Post Office Box 3366
West Palm Beach, Florida 33402-3366
Attention: Mayor

with a copy to:

West Palm Beach CRA Counsel's Office
401 Clematis Street (33401)
Post Office Box 3366
West Palm Beach, Florida 33402-3366

As to the CITY:

City of West Palm Beach
401 Clematis Street (33401)
Post Office Box 3366
West Palm Beach, Florida 33402-3366
Attention: City Administrator

with a copy to:

City Attorney
401 Clematis Street (33401)
Post Office Box 3366
West Palm Beach, Florida 33402-3366

The effective date of any notice shall be the date of delivery of the notice if by personal delivery (provided a receipt is obtained or, if mailed, upon the date which the Return Receipt is signed or delivery is refused).

- 5.3 Liability. No party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of another party. Nothing contained herein shall be construed as a waiver by a party of the immunity and liability limits established in Section 768.28, Florida Statutes.
- 5.4 Non-Discrimination. The parties agree no person shall on the grounds of race, color, religion, sex, genetic information, gender identity or expressions, national origin, age, disability, familial status, marital status or sexual orientation excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 5.5 Individual Members Not Liable. No covenants, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the CRA in its, his, her, or their individual capacity, and neither the members of the governing body of the City, or CRA, nor any official executing this Agreement, shall be liable personally, or shall be subject to any accountability, by reason of the execution of this Agreement or any act pertaining hereto.
- 5.6 No General Obligation. Nothing contained in this Agreement shall constitute or create a lien or be construed or deemed to constitute or create a lien, either legal or equitable, on any of the City's or the CRA's revenues or funds. No person shall ever have the right to compel any exercise of the ad valorem taxing power of the City to make the payments herein provided against any property of the City or the CRA, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the CRA, except as expressly herein provided.
- 5.7 Failure to Perform. In the event of a failure by any party to fund or perform its obligations pursuant to this Agreement, the non-failing parties shall have all remedies available at law and in equity to enforce this Agreement.
- 5.8 No Third Party Rights. This Agreement is solely for the benefit of the City and the CRA and no third party shall be deemed to have any rights under this Agreement.
- 5.9 Litigation; Venue; Waiver of Jury. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The parties submit to the jurisdiction of Florida courts. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida. In any litigation arising under this Agreement, each party shall bear its own costs and attorney fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 5.10 Waiver. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 5.11 Amendment. Any amendment to this Agreement shall be in writing and duly approved by formal action of the City and the CRA.

- 5.12 Filing and Effective Date. This Agreement shall become effective immediately upon the execution by the proper officers of the City and CRA, and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.
- 5.13 Entire Agreement. This Agreement expresses the entire agreement of the parties, and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

**WEST PALM BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Attest: _____
Acting Secretary

By: _____
Keith A. James, Chair

CRA General Counsel
Approved as to form and legality
By: _____

Date: _____, 2020

CITY OF WEST PALM BEACH

Attest: _____
City Clerk

By: _____
Keith A. James, Mayor

City Attorney's Office
Approved as to form and legality
By: _____

Date: _____, 2020