



COMMUNITY REDEVELOPMENT AGENCY
Agenda Cover Memorandum

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| Originating Department: Mayor/Admin (MA) | Meeting Type: Special Agenda Date: 01/27/2020 | Advertised: Required?: <input type="radio"/> Yes <input checked="" type="radio"/> No | CRA#: 22064 |
|--|--|--|-----------------------|

Subject:

Resolution No. 20-9 approving a project funding Interlocal Agreement between the City of West Palm Beach and the West Palm Beach CRA for funding of the Northwest Cultural Trail (7th Street) & Passageway Project.

Ordinance/Resolution:

A RESOLUTION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING A PROJECT FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE NORTHWEST CULTURAL TRAIL (7TH STREET) AND PASSAGEWAY PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Staff Recommended Motion:

Approve Resolution No. 20-9.

Background:

The CRA's Strategic Finance Plans for the City Center/Downtown CRA District, Amendment No. 14, identifies infrastructure projects located within the Historic Northwest and funded with the Series 2019 Bond.

The City and CRA worked together on the design of the Northwest Cultural Trail/7th Street Streetscape and adjacent Passageway. The design features a curbless street, wider sidewalks and more tree canopy, with a shared passageway to serve as a frontage to the new businesses to be located on 7th Street.

Resolution No. 19-1 approved the issuance of \$110,000,000 in Series 2019 Bonds for the CRA. As part of the bond issuance, the Cultural Trail/7th Street Streetscape was allocated \$2,268,000. The remainder of the funding will also be allocated from the Series 2019 Bonds in the form of Resolution 20-10(F) to transfer \$2,600,000 from the Evernia/Datura Streetscape project.

A companion Resolution No. 25-20 will be presented to the City of West Palm Beach

Commission.

This project is in Commission District 3: Commissioner Richard Ryles.

Fiscal Note

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

Comment: As part of the bond issuance, the Cultural Trail/7th Street Streetscape was allocated \$2,268,000. The remainder of the funding will also be allocated from the Series 2019 Bonds in the form of a transfer of \$2,600,000 from the Evernia/Datura Streetscape project.

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

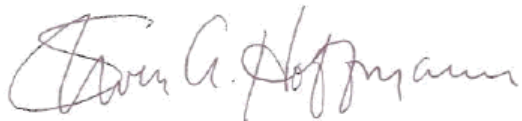
>  Resolution No. 20-9 CRA-City-7thSt&Passageway-Funding.doc

 Resolution No. 20-9 FundingAgmt-7th & Passageway.doc

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

This ACM requires a "**Grants**" review by **Steve Hoffmann** prior to Department Director review and approval.

01/14/2020 Finance Department/Grants Review



Grants Transaction Review required before director approval .

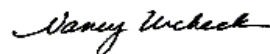
Originating Department: Approved by: Allison Justice on 01/14/2020



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 handwritten signature in blue ink, consisting of several loops and flourishes, located in the upper left quadrant of the page.

A RESOLUTION OF THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY APPROVING A PROJECT FUNDING INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF THE NORTHWEST CULTURAL TRAIL (7TH STREET) AND PASSAGEWAY PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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 make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and

WHEREAS, the CRA's Strategic Finance Plans for the Downtown/City Center District identifies target project areas and specific redevelopment activities and funding mechanisms for such projects; and

WHEREAS, the CRA's Strategic Finance Plans for the City Center/Downtown CRA District, Amendment No. 14, identifies the Historic Northwest as a target area with focus on 7th Street and adjacent Passageway. The Plan states that 7th Street and the new Passageway will provide additional parking and access for future businesses and help beautify the Historic Northwest; and

WHEREAS, the CRA wishes to fund the Northwest Cultural Trail/7th Street & Passageway Project in an amount not to exceed \$4,837,434; and

WHEREAS, the CRA and City issued Request for Qualifications No. 17-18-402, for Construction Manager At Risk services for Downtown Streetscapes; and

WHEREAS, the City will manage the design and construction of the project using CRA funding for streetscape projects within Series 2019 Bond, approved with Resolution 19-1 on February 27, 2019 within the Downtown/City Center CRA; and

WHEREAS, this Resolution shall establish the authority for the City to access and encumber CRA funds for the streetscape project;

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 hereby approves funding of the Northwest Cultural Trail (7th Street) and Passageway Project in an amount not to exceed \$4,837,434.

SECTION 2: The Board of Commissioners hereby authorizes the Chair to execute that Project Funding Agreement Between the West Palm Beach Community Redevelopment Agency and the City of West Palm Beach for the Northwest Cultural Trail (7th Street) and Passageway Project (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

RESOLUTION NO. 20-9

SECTION 3: Upon execution of three (3) originals of the Agreement by the Mayor, one fully-executed original of the Agreement shall be provided to and retained by the City Clerk as a public record. One fully-executed original of the Agreement shall be forwarded to the Interim Executive Director of the CRA.

SECTION 4: The City Clerk shall file the final original of the 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 as provided by law.



**PROJECT FUNDING INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF WEST PALM BEACH
AND
THE WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY
for
7th Street and Passageway Project**



City Res. No. _____
CRA Res No. 20-9

Contract No. 24721

THIS INTERLOCAL AGREEMENT (the “Agreement”) by and between the **CITY OF WEST PALM BEACH**, a municipal corporation organized under the laws of the State of Florida (the “City”) and **WEST PALM BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body, corporate and politic, under Part III, Chapter 163, Florida Statutes, (the “CRA”);

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 make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and

WHEREAS, the CRA’s Strategic Finance Plans for the Downtown/City Center District identifies target project areas and specific redevelopment activities and funding mechanisms for such projects; and

WHEREAS, the CRA’s Strategic Finance Plans for the City Center/Downtown CRA District, Amendment No. 14, identifies the Historic Northwest as a target area with focus on 7th Street and adjacent Passageway. The Plan states that 7th Street and the new Passageway will provide additional parking and access for future businesses and help beautify the Historic Northwest; and

WHEREAS, the CRA wishes to fund the 7th Street Streetscape Project in an amount not to exceed \$4,837,434; and

WHEREAS, the CRA and City issued Request for Qualifications No. 17-18-402, for Construction Manager At Risk services for Downtown Streetscapes; and

WHEREAS, the City will manage the design and construction of the Project using CRA funding for streetscape projects within Series 2019 Bond, approved with Resolution 19-1 on February 27, 2019 within the Downtown/City Center CRA; and

WHEREAS, this Resolution shall establish the authority for the City to access and encumber CRA funds for the Project;

WHEREAS, the CRA and the City determine that the CRA's funding of the Projects identified in this Agreement is needed to further the mutual goals of the City and the CRA and to promote the specific goals and obligations of the CRA's redevelopment plan and strategic finance plan.

CRA District: City Center/Downtown

Project(s) to be Funded: 7th Street and Passageway Project

Amount from CRA: Four Million Eight Hundred Thirty-Seven Thousand Four Hundred Thirty-Four Dollars (\$4,837,434)

CRA Strategic Finance Plan: The CRA's Strategic Finance Plans for the City Center/Downtown CRA District, Amendment No. 14, identifies the Historic Northwest as a target area with focus on 7th Street and adjacent Passageway. The Plan states that 7th Street and the new Passageway will provide additional parking and access for future businesses and help beautify the Historic Northwest.

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: CRA'S FUNDING OBLIGATIONS

1.1 CRA agrees to contribute to the City the Amount(s) identified above for the Project(s) described above using CRA within Series 2019 Bond, approved with Resolution 19-1 on February 27, 2019.

1.2 The CRA covenants that CRA will budget and appropriate sufficient funds to pay the funding obligation under this Agreement.

1.3 The CRA hereby ascertains, determines, declares and finds the funding under this Agreement is needed to further the goals of the CRA and to promote the specific goals and obligations of the redevelopment plan and strategic finance plan.

1.4 The CRA authorizes the City to access and encumber CRA funds for the Project;

SECTION 2: CITY'S OBLIGATIONS

2.1 The City shall timely take all actions necessary to obtain appropriate approvals and to procure, the materials and equipment for the Project.

2.2 The City will manage the design and construction of the Project.

2.3 The City shall access and encumber CRA funds for the Project in accordance with this Agreement.

SECTION 3: BOOKS AND RECORDS

3.1 The City shall maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds under this Agreement.

3.2 Each party shall retain all such records related to this Agreement in proper order for at least ten (10) years following expiration of this Agreement. Each party shall have access to such records, for the purposes of inspection and audit, during this ten (10) year period. This Section shall survive the expiration or termination of this Agreement.

SECTION 4: TERM OF AGREEMENT

- 4.1 This Agreement shall become effective upon its execution by all parties.
- 4.2 This Agreement shall remain effective until the parties' obligations under this Agreement have been satisfied, unless terminated as provided in this Agreement.
- 4.3 Should any party fail to perform its respective obligations under this Agreement may be terminated by written notice to the defaulting party from the other party.
- 4.4 This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes and Project(s) identified in this Agreement by each party. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year by each party, prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the funding party may terminate this Agreement upon no less than twenty-four (24) hours notice to the other party.

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, transmitted electronically, or alternatively, may be sent by U.S. certified mail, return receipt requested to the applicable party at the address indicated above. The effective date of any notice shall be the date of delivery of the notice.
- 7.3 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 sovereign immunity or the liability limits established in Section 768.28 of the Florida Statutes.
- 7.4 Non-Discrimination. The parties agree no person shall on the grounds of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
- 7.5 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.
- 7.6 Filing. This Agreement may be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.
- 7.7 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 hereunder.
- 7.8 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.

7.9 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 parties hereto have executed this Project Funding Interlocal Agreement for the Alleyways Pilot Project, as of the date set forth below.

ATTEST:

**WEST PALM BEACH COMMUNITY
REDEVELOPMENT AGENCY**

City Clerk

By: _____
Keith A.. James, Chair

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

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