

Meeting Date: 12/15/15 Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent  Ordinance  Resolution  Consideration/Discussion  Presentation

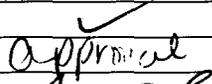
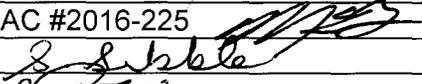
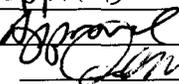
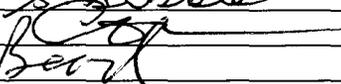
**SHORT TITLE** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE. (COST: \$146,000. \$60,000 funded as part of FY 2015 Budget and \$86,000 to be funded by the CRA)

**Summary of Purpose and Why:**

City Commission approval is being requested to enter into an Interlocal Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency (CRA). The Agreement allows both partners to share costs associated with a contract with Lambert Advisory, L.C. Lambert Advisory was the highest rank firm associated with RFP E-43-15 Subsidized Housing Inventory and Market Rate Analysis to Assess the City's Strategy for Meeting its Economic and Redevelopment Goals.

The study is essential to the continued implementation of the CRA Plan; therefore, the Community Redevelopment Agency (CRA) is a partner on this project and has agreed to fund \$86,000. As a companion agenda item, City Commission approval is being requested to enter into a Service Contract with Lambert Advisory, L.C.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robin Bird/ Jennifer Gomez Ext. 4640
- (3) Expiration of contract, if applicable: In effect until expiration of Service Contract with Lambert Advisory, L.C. (one year)
- (4) Fiscal impact and source of funding: (Cost: \$60,000 from Dev. Services Other Prof. Account 001-1510-515.31-60. \$86,000 from the CRA)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	<u>12-9-15</u>	Approval	
City Attorney	<u>12-7-15</u>		CAC #2016-225
Finance	<u>12-9-15</u>		
Budget	<u>12-10-15</u>		
X City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 <sup>st</sup> Reading	1 <sup>st</sup> Reading	Results:	Results:
2 <sup>nd</sup> Reading			



RECEIVED  
PLANNING/ZONING  
2015 DEC -7 AM 10:57  
CITY OF POMPANO BEACH

**City Attorney's Communication #2016-225**  
December 4, 2015

**TO:** Jennifer Gomez, AICP, Assistant Development Services Director  
**FROM:** Mark E. Berman, City Attorney  
**RE:** Resolution – Interlocal Agreement between the City and the CRA  
Funding the Services of Lambert Advisory, LLC

As requested, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

  
MARK E. BERMAN

/jrm  
l:cor/dev-srvc/2016-225

Attachment

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Pompano Beach Community Redevelopment Agency.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

# INTERLOCAL AGREEMENT

---

**THIS INTERLOCAL AGREEMENT** (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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; and

**WHEREAS**, the CITY issued a Request for Proposals (the RFP) to hire a qualified consultant to conduct a Subsidized Housing Inventory and Market Rate Analysis to Assess the City’s Strategy for Meeting its Economic and Redevelopment Goals (the Services); and

**WHEREAS**, Lambert Advisory, LLC (the Consultant) was selected by the City to perform the Services; and

**WHEREAS**, the cost to perform the Services is \$146,000; and

**WHEREAS**, the Services are essential to the continued implementation of the CRA Plan for both the Northwest and the East CRA areas; and

**WHEREAS**, the City desires the assistance of the CRA in the funding of the Services; and

**WHEREAS**, the CRA is willing to contribute to the cost of the Services; and

**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  
CRA DUTIES**

The CRA will contribute \$86,000 as payment for the Services.

**ARTICLE 3  
CITY DUTIES**

The City agrees to enter into and be legally bound to an agreement with the Consultant to perform the Services (the Contract).

The CITY will contribute \$60,000 as payment for the Services.

**ARTICLE 4  
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 said cooperation.

**ARTICLE 5  
TERM**

This Agreement shall take effect as provided in Article 16 of this Agreement and continue in effect until the Services are performed. The parties may amend this Agreement by mutual agreement in writing.

Neither the CITY nor CRA may terminate this agreement after the commencement of the Services unless City is released from the Contract.

**ARTICLE 6  
INDEMNIFICATION**

To the extent permitted by law, the CITY and the CRA shall at all times indemnify, hold harmless and defend, one another, including each other’s respective agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the service(s) to be performed, including costs, reasonable attorneys’ fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

Both parties acknowledge and agree they would not enter into this Agreement but for the foregoing indemnification and that their entering into this Agreement shall constitute good and valuable consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement.

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

**ARTICLE 7  
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.

**ARTICLE 8  
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 9  
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 10  
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  
P.O. Box Drawer 1300

For CITY:

City Manager  
City of Pompano Beach  
100 W. Atlantic Blvd.

Pompano Beach, FL 33061

Pompano Beach, FL 33060

With a copy to:

CRA Attorney  
City of Pompano Beach  
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 11 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 12 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 13 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

### **ARTICLE 14 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 15 INTERPRETATION**

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

### **ARTICLE 16**

**FILING AND EFFECTIVE DATE**

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It will become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes.

**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: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gordon B. Linn, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** 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

**POMPANO BEACH COMMUNITY**

In the Presence of:

**REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Margaret Gallagher, Secretary

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: MetroStrategies, Inc., a Florida corporation  
a managing member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Briesemeister, President

and

By: \_\_\_\_\_  
Christopher J. Brown  
a managing member

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Christopher J. Brown, as Managing Member of Redevelopment Management Associates, LLC, on behalf of the limited liability company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number