

**POMPANO BEACH
COMMUNITY REDEVELOPMENT AGENCY**

8

Meeting Date: December 15, 2015

Agenda Item _____

REQUESTED CRA BOARD ACTION:

Resolution(s) Consideration Approval Other

SHORT TITLE OR MOTION: 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 CONSULTING SERVICES TO BE PROVIDED BY LAMBERT ADVISORY, LLC; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

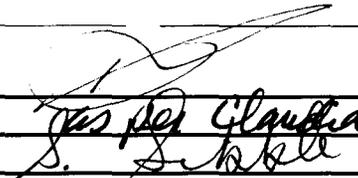
The CRA and the City of Pompano Beach have identified the need to assess the City's housing inventory and to evaluate the strategies for meeting the City's economic and redevelopment goals. The City issued a request for proposals (RFP) and Lambert Advisory, LLC. was chosen to carry out the housing assessment. It includes a housing inventory and analysis of the City's strategies of meeting its economic and redevelopment goals. The cost to perform the assessment is \$146,000. The CRA will contribute \$86,000 and the City will contribute \$60,000 to the cost of the assessment. The City agrees to enter into a contract with the consultant to perform the services. Both the CRA and the City staff will work closely and coordinate in order to effectuate the intent of the contract. This agenda item is the proposed Interlocal Agreement between the CRA and the City (Exhibit A). The City staff has prepared a companion item for the City Commission agenda which includes the contract for services, the scope of services and the certificate of Insurance. CRA staff recommends approval of the Resolution.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: CRA
- (2) Primary staff contact: Kim Briesemeister/Lorri Hall Ext. 7835
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER</u>
----------------------------------	-------------	------------------------------------	---

- CRA Executive Director
- CRA Attorney
- Finance Director



ACTION PREVIOUSLY TAKEN BY CRA BOARD:

<u>Resolution Results:</u> _____	<u>Consideration Results:</u> _____	<u>Other Results:</u> _____
----------------------------------	-------------------------------------	-----------------------------

CRA

POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 545-7769
Fax: (954) 786-7836

MEMORANDUM

Date: December 6, 2015

To: Pompano Beach CRA Board

Through: Christopher J. Brown, Co-Executive Director
Kim Briesemeister, Co-Executive Director

From: Lorri Hall, Principal Planner

Subject: Interlocal Agreement between the CRA and the City of Pompano Beach Relating to a Comprehensive Housing Inventory Analysis to Assess the City's Strategy for meeting the Economic and Redevelopment Goals

Background

The CRA and the City of Pompano Beach have identified the need to assess the City's housing inventory and evaluate the strategies for achieving the City's economic and redevelopment goals. The City issued a request for proposals RFP # E-43-15 on August 25, 2015. Lambert Advisory, LLC. was chosen to perform the housing assessment based on a competitive process. The CRA and the City have worked with Lambert Advisory to refine the scope of services in order to specifically meet the economic and redevelopment goals of the City.

The cost to perform the housing assessment is \$146,000. The CRA will contribute \$86,000 and the City will contribute \$60,000 towards the cost of the assessment. The City agrees to enter into a contract with the Lambert Advisory to perform the services based on the scope of services. Both the CRA and the City staff will work closely and coordinate in order to effectuate the intent of the contract. The CRA and the City will share the cost of the housing assessment.

An Interlocal Agreement between the CRA and the City is attached. The City staff has prepared a companion item for the City Commission agenda which includes the Interlocal Agreement, the service contract, the scope of services and the certificate of Insurance.

Recommendation:

Staff recommends approval of the Interlocal Agreement between the Pompano Beach CRA and the City of Pompano Beach.

RESOLUTION NO. _____

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 CONSULTING SERVICES TO BE PROVIDED BY LAMBERT ADVISORY, LLC; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach (the City) and the CRA have identified the need to study the housing inventory and its effect on reaching economic and redevelopment goals; and

WHEREAS, the City issued a Request for Proposals, RFP # E-43-15, on August 25, 2015, and Lambert Advisory, LLC was selected to perform the analysis; and

WHEREAS, the City and CRA will share the cost of the analysis.

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

SECTION 1. The Interlocal Agreement between the Pompano Beach Community Redevelopment Agency and the City of Pompano Beach relating to consulting services to be provided by Lambert Advisory, LLC (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 _____ day of December 15, 2015.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

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:

With a copy to:

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

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

By: _____

Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

Print Name: _____

EXECUTIVE DIRECTOR:

Redevelopment Management Associates, LLC
a Florida limited liability company

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

Print Name: _____

By: _____

Kim Briesemeister, President

and

Print Name: _____

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