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3 **INTERAGENCY AFFILIATE AGREEMENT BETWEEN CITY OF HALLANDALE**
4 **BEACH**
5 **AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**
6 **FOR CITY SERVICES**
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9 **THIS INTERAGENCY AFFILIATE AGREEMENT**, effective as of October 1, 2016, is made
10 and entered into by and between the City of Hallandale Beach, Florida, a municipal corporation
11 (hereinafter referred to as "CITY" or "the CITY") and the Hallandale Beach Community
12 Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163,
13 Part III, Florida Statutes, (hereinafter referred to as "HBCRA").
14

15 **WHEREAS**, by the enactment of Ordinance # 96-25 and effective December 27, 1996,
16 the City Commission of the City of Hallandale Beach, Florida, created a Community
17 Redevelopment Trust Fund for the Community Redevelopment Area as provided in Section
18 163.387, Florida Statutes;
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20 **WHEREAS**, the City Commission initially adopted a Community Redevelopment Plan
21 on September 17, 1996, pursuant to a resolution of City Commission, which Plan has been
22 amended ("the Plan"); and
23

24 **WHEREAS**, pursuant to a resolution dated September 17, 1996, Broward County, as a
25 home rule Charter County, through Resolution No. 96-0698, delegated authority to establish a
26 HBCRA to the City of Hallandale Beach subject to the Broward County Commission Board's
27 Review and approval of the Community Redevelopment Area Plan.
28

29 **WHEREAS**, the CITY and the HBCRA are keenly interested in maintaining and
30 revitalizing the HBCRA area as a visibly attractive, economically viable, and socially desirable
31 area of the CITY; and
32

33 **WHEREAS**, on November 26, 1996, Broward County adopted a resolution approving
34 the HBCRA Plan; and
35

36 **WHEREAS**, the Redevelopment Trust Fund was established by City Commission
37 Ordinance # 19-25, and effective December 27, 1996; and
38

39 **WHEREAS**, the CITY has professional staff employed by City; and
40

41 **WHEREAS**, CITY staff time and expertise in various matters, including administration,
42 personnel, engineering, finance, procurement, innovation technology, public works and planning,
43 can be beneficially utilized in the planning and implementation of the Plan; and
44

45 **WHEREAS**, the City is willing to make available to the HBCRA, in accordance with the
46 terms and conditions set forth in this Agreement, professional staff and administrative support;
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48 **NOW, THEREFORE**, in consideration of the mutual promises and conditions contained
49 in this Agreement and other good and valuable consideration, the receipt of which is
50 acknowledged, CITY and HBCRA agree as follow:
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54 **ARTICLE 1**

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56 **PREAMBLE**

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58 In order to establish the background, context and frame of reference for this Agreement and to
59 generally express the objective and intentions of the respective parties herein, the following
60 statement, representations and explanations shall be accepted as predicates for the undertaking
61 and commitments including within the provisions which follow and may be relied upon by the
62 parties as essential elements of the mutual consideration upon which this Agreement is based.
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65 **ARTICLE 2**

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67 **SERVICES**

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69 The City agrees to perform the following functions and duties in accordance with established
70 procedures or in the absence of same, as provided for by the CITY in the conduct of its own
71 affairs.
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73 2.1 FINANCE DEPARTMENT: The CITY agrees to provide financial services which
74 shall include, but not limited to, management of HBCRA fiscal accounts; investment of HBCRA
75 assets; accounting, including but not limited to, accounts receivables and payables and
76 interdepartmental billing of HBCRA utility accounts; monthly and annual reporting, including
77 annual CRA Audit and Comprehensive Annual Financial Report (CAFR); federal income and
78 social security wage tax reporting, sales tax report, if any, and other fiscal needs in accordance
79 with City Policies and Procedures related thereto. Assist with the preparation of the HBCRA
80 Annual Budget, which includes, but not limited to, entering the budget data into the
81 City's financial system and creating budgeting worksheets and reports, payroll budget,
82 Capital Improvement Projects forms, revenue budget forms, Schedule of Proposed Fee
83 Changes. Tracking HBCRA fixed assets in the City's financial system. Compute the tax
84 increment financing (TIF) amounts due from each taxing entity. Training staff on the use
85 of the City's financial system and budgeting policies.
86

87 2.2 CITY CLERK: The CITY, through the City Clerk's Office, shall provide the following
88 services to the HBCRA: prepare and distribute HBCRA agendas and record official
89 minutes of HBCRA Board of Directors; ensure that all applicable agenda items are
90 properly noticed and advertised in accordance with state regulations; attend all meetings
91 of the HBCRA Board of Directors and prepare the official minutes of said proceedings;
92 fulfill public records and lien search requests; process and transmit Ordinances and
93 Resolutions adopted by the HBCRA Board of Directors to appropriate agencies; maintain
94 roster and attendance records of the HBCRA Citizens Advisory Board; prepare and
95 maintain custody of all official Agency records and files; maintain custody of the Agency

96 seal; prepare and maintain the public record index system for HBCRA; oversee the
97 HBCRA records management, retention and destruction program in accordance with state
98 regulations. The City Clerk shall serve as the Clerk to the HBCRA Board.

99 2.3 HUMAN RESOURCES DEPARTMENT: The CITY agrees to provide Human
100 Resources Services which shall include, but not limited to, Insurance Benefits (Health, Dental,
101 Life, Supplemental Life, Aflac, Employee Assistance Program, Long Term Disability);
102 Retirement Benefits (401a, 457, Roth, Retirement Health Savings account); training; recruitment;
103 selection; labor relations; classification/wage studies. All employees of the HBCRA shall be
104 entitled to participate in all benefit programs afforded to City employees.
105

106 2.4 DEVELOPMENT SERVICES DEPARTMENT: The CITY shall, when requested
107 by the HBCRA, provide the services of the Development Services Department related to Planning
108 and Zoning as might be requested by HBCRA. Business Tax Receipts: assist HBCRA with
109 assemblage of information related to local businesses through the Business Tax Receipt
110 Information and surveys as might be requested from HBCRA from time to time, in accordance
111 with HBCRA's Economic Development Strategy. Building Division: assistance with Building
112 Division inspections, plans review, demolition activities and Unsafe Structures Board
113 proceedings.
114

115 2.5 PROCUREMENT DEPARTMENT: The CITY shall, when requested by
116 HBCRA, provide the services of the CITY's Procurement Department with respect to
117 purchasing services and goods necessary for the operation of HBCRA activities.
118 Services shall include, but not limited to, requisitions processing developed into purchase
119 orders; account authorization; creation and revision of vendor information; assistance
120 with the release and processing of formal Requests for Proposal (RFPs) and Bids;
121 Contract processing.
122

123 2.6 PUBLIC WORKS: The CITY shall, when requested by HBCRA, provide the
124 services of the CITY's Public Works Department with respect to design and construction
125 services, and project management services necessary for the operation of HBCRA
126 activities. When requested by HBCRA, the Streets Division will provide services such
127 as, but not limited to, asphalt repairs, signage, storm drainage upgrades, sidewalk
128 construction and/repairs, striping, installation of speed tables and other traffic calming
129 devices. When requested by the HBCRA, the Public Works Division will provide the
130 following services sanitation, grounds maintenance, landscaping, irrigation, vacant lot
131 upkeep, trash cleanup, lighting, vehicle maintenance, cleaning services.
132

133 2.7 INNOVATION TECHNOLOGY: The CITY shall, when requested by HBCRA,
134 provide the services of the CITY's Innovation Technology Department with respect to
135 Technical assistance for computer hardware and software, telecommunications support
136 for office and mobile communications, Internet access, and project management for
137 Innovation Technology systems. Following is a brief explanation on how services will be
138 provided: Help Desk support: help line to troubleshoot desktop problems, reset logons,
139 replace & configure computer equipment (computers, scanners, printers, etc.);
140 Application program support (Excel, Word, etc.); Office telephone system: set up phone
141 accounts; Email system: set up email accounts, user assistance, email archive of all
142 emails sent or received; Network services: logon, file server, file permission, file backup,

anti-spam system, antivirus; AS400 support and MUNIS Support: logon, access permissions; Mobile device support: payment of bills; device troubleshooting; device purchasing; Project Management support: (ex. assist in project definition and specifications for a loan administration system, consultant liaison, etc.).

2.8 RENT: The HBCRA will recompense the CITY for costs associated with rental of office space in the amount of sixteen thousand dollars two hundred and eighty dollars (\$16,280.00) per year. These costs shall be inclusive of utilities, telephone (land lines) and janitorial services.

2.9 The HBCRA 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 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. In consideration of providing the services described in Article 2 hereof by the CITY from October 1, 2016 through September 30, 201, the HBCRA will compensate the CITY, to the extent funds of the HBCRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, the HBCRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 Method of Payment. The parties agree that the HBCRA's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the HBCRA approved budget. It is recognized and acknowledged that full compensation to the CITY by the HBCRA may, during the term of this Agreement be waived, reduced, deferred or a combination thereof. Provided, however, any outstanding payment or obligation not waived shall be budgeted by the HBCRA and made available to the CITY prior to the termination of the Trust Fund as provided in Chapter 163 of Florida Statutes. These payments will be made in full through interagency fund transfer by December 31 of each year.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the HBCRA an annual statement in time for the preparation and submission of the HBCRA annual budget. The annual statements shall reflect current year anticipated costs and all unpaid obligation from prior periods. Any amounts contained in the approved HBCRA budget for payment to CITY shall be paid by the HBCRA prior to September 30 of each year.

3.4 Reporting. The CITY shall maintain reports of the actual time spent on HBCRA activities and provide said report to the HBCRA bi-annually in March and September of each year.

187 ARTICLE 4

188 MISCELLANEOUS

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191 4.1 Continued Cooperation. This Agreement assumes the close coordination and
192 cooperation between the HBCRA and essential CITY staff and CITY functions particularly
193 regarding financial administration, reporting and auditing; and administration and implementation
194 of the Plan and capital projects.

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196 4.2 Term and Termination

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198 4.2.1 This Agreement shall take effect October 1, 2016, and shall continue in effect until
199 either party seeks to renegotiate or terminate this Agreement.

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201 4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least ninety
202 (90) days advance written notice to the other party. After termination of the Agreement, the
203 CITY shall transfer to the HBCRA copies of any documents, data, and information request by the
204 HBCRA related to the services accomplished herein. Regardless of the termination of this
205 Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs
206 incurred but not billed as of the termination date.

207
208 4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available
209 at all reasonable times for examination and audit by HBCRA and shall be kept for a period after
210 the completion of all work to be performed pursuant to this Agreement, in compliance with
211 Florida State Record Retention Laws.

212
213 4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights,
214 privileges and immunities of the CITY and HBCRA as set forth in Section 768.28, Florida
215 Statutes.

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217 4.5 Independent Contractor. The CITY is an independent contractor under this
218 Agreement. Personal services provided by the CITY shall be by employees of the CITY and
219 subject to supervision by the CITY and not as officers, employees, or agents of the HBCRA.
220 Personnel policies, tax responsibilities, social security, health insurance, employee benefits,
221 purchasing policies and other similar administrative procedures applicable to services rendered
222 under this Agreement shall be those of the CITY.

223
224 4.6 Assignments and Amendments.

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226 4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or
227 otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written
228 consent of the party.

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230 4.6.2 It is further agreed that no modification, amendment or alteration in the terms or
231 conditions contained herein shall be effective unless contained in a written document executed
232 with the same formality and of equal dignity herewith, and approved by the City Commission and
233 the HBCRA Board of Directors.

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235 4.7 Notice. Whenever any party desires to give notice unto any other party, it must be
236 given by written notice, sent by certified United States mail, with return receipt requested, or by
237 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 changed 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 Hallandale Beach Community
Redevelopment Agency**

HBCRA, Executive Director
Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach, FL 33009

**To Hallandale Beach
Community Redevelopment Agency Attorney:**

Attention: Steven Zelkowitz, Esq. of Gray Robinson, P.A.
1221 Brickell Ave., Suite 1600
Miami, FL 33131

To the City of Hallandale Beach:

City Manager
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, FL 33009

With Copy to:

City Attorney
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, Florida 33009

4.8 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 provision contained in this Agreement.

4.9 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.

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

4.11 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.

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

292

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CITY OF HALLANDALE BEACH

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Daniel A. Rosemond, City Manager

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City of Hallandale Beach

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302 ATTEST:

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307 Mario Bataille, City Clerk

308 City of Hallandale Beach

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310 STATE OF FLORIDA

311 COUNTY OF BROWARD

312

313

APPROVED AS TO LEGAL SUFFICIENCY

314

and FORM for the use and reliance of the City

315

of Hallandale Beach

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V. Lynn Whitfield, Esq., City Attorney

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City of Hallandale Beach

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors on _____, day of _____, 20____, and _____, signing by and through its _____ duly authorized to execute same.

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

By _____
Daniel Rosemond, Executive Director
Hallandale Beach Community
Redevelopment Agency

ATTEST:

Mario Bataille, Board Clerk
Board Clerk to the Hallandale Beach
Board of Directors

APPROVED AS TO LEGAL SUFFICIENCY
and FORM for the use and reliance of
Hallandale Beach Community Redevelopment
Agency

Steven Zelkowitz, Esq. of
Gray Robinson, P.A.
HBCRA Attorney