



FOODMAN
& ASSOCIATES P.A.
CPAs, Consultants & Advisors

Roger M. Carlton
Executive Director
Hallandale Beach Community Redevelopment Agency
City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, FL 33009

Dear Mr. Carlton:

On February 6th, 2017 Foodman P.A., CPA's and Advisors was retained by the Hallandale Beach Community Redevelopment Agency (HBCRA) to perform a forensic review of HBCRA relationship documentation between the City of Hallandale Beach and HBCRA for the period beginning when it opened its own financial account(s) and ending on September 30th, 2016. The purpose of this initial review is to determine the scope of work for an in depth forensic review of the financial relationship between the HBCRA and the City of Hallandale Beach (COHB) and the work required to calculate a "True-up" amount of moneys, due from COHB to HBCRA.

The documents relied on in arriving at our conclusions regarding the scope of work for an in-depth forensic review of the financial relationship between the HBCRA and the COHB are:

1. Interlocal Agreements and their amendments (MOU's),
2. HBCRA and COHB Interagency Affiliate Agreements and Resolutions,
3. The Final Report (OIG 11-020 APRIL 18, 2013) of the Broward Office of the Inspector General,
4. The 2012 Cost Allocation Study completed by Clifford McCue, Ph.D. and John Topinka, Ph.D. entitled "Community Redevelopment Agency's Cost Allocation Study for the City of Hallandale Beach, and
5. The AICPA Code of Professional Conduct,
6. Generally Accepted Auditing Standards, and
7. Government Accounting Standards Board,
8. The Florida Department of Business Regulation Division of Certified Public Accounting Rules Chapter 61H1-19 thru 39, and
9. FS Chapter 473 Regulation of Professions and Occupations- Public Accountancy



**Cost Allocation Study for the Community Redevelopment Agency and the City of
Hallandale Beach Final Report of June 2012**

Because of the credibility of its Authors, our report uses the Cost Allocation Study for the Community Redevelopment Agency and the City of Hallandale Beach Final Report of June 2012 as a basis for arriving at our opinions regarding the language and supportability of the HBCRA – COHB Interlocal Agreements and their amendments (MOU's). In preparing this report, we have taken the liberty of quoting from the CAS where we considered it appropriate.

During our forensic review of HBCRA relationship documentation between the City of Hallandale Beach and HBCRA for the period beginning when it opened its own financial account(s) and ending on September 30th, 2016, we observed that the Interlocal Agreements (ILA) between the HBCRA and COHB do not conform with the recommendations contained within the Cost Allocation Study for the Community Redevelopment Agency and the City of Hallandale Beach Final Report of June 2012 (CAS) which is authored by Clifford McCue, Ph.D. and John Topinka, Ph.D.. The advantage of the methodology recommended by the CAS is that it provides for "a reasonable and consistent process for allocating indirect costs to city departments that provided services to the CRA as well as direct service departments" and serves as the basis for allocating costs in compliance with FS 163, OMB Circular A-87 and the City's code of ordinances.

Indirect Cost Allocation:

The CAS recommended using the Full-Time Employee Cost Allocation Method (FTE) method for measuring the allocation of indirect cost which OMB Circular A-87, Appendix E to Part 225 defines as "those that have incurred for common or joint purposes". The regulations further suggest a simplified method for calculating indirect costs. The Authors determined that this was both accurate as an estimate and the simplest method for determining indirect cost allocations. We agree with the Authors of the CAS. In addition to their characterization of accuracy and simplicity of FTE, it is objective and supported by historically available and verifiable books and records and easily repeatable year over year during the budgetary process of COHB and HBCRA.

Quoting from the CAS, "where a grantee agency's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by classifying the grantee agency's total costs for the base period as either direct or indirect, and dividing the total allowable indirect costs...by an equitable distribution base". So, where City employees engage in services that have common or joint purposes, the costs of those services allocable to the HBCRA are measurable based on the FTE costs associated with those services



using a distribution base that is composed of the total FTEs associated with their departmental tasks.

Using the information available to the study's authors at the time of the study, the 2012 CAS determined that HBCRA staffing represented 4% of all City staff, total indirect costs for central service departments totaled \$6.2 million and that the indirect cost figure of the HBCRA was \$246,258. This would have been the indirect cost burden of the HBCRA reimbursable to COHB at that time. As actual conditions evolved at COHB and HBCRA, this number should have evolved with it with supporting documentation for changes in amount based on the CAS study.

Direct Cost Allocation:

In discussing Direct Service Department cost allocations, the CAS recommended that HBCRA and the direct service departments of COHB meet and develop supportable metrics for the allocation of direct costs to the CRA. Per the CAS, the results of the development of supportable metrics would be reduced to writing in the form of Memoranda of Understandings (MOU). The term Interlocal Agreement (ILA) was ultimately used to title the Memoranda of Understanding put into place between the HBCRA and COHB.

The OIG Report of April 18, 2013

The OIG report of April 18, 2013 was instructive. We have excerpted certain parts of the report which were particularly impactful to us.

The Report made us aware that donations to certain non-profit organizations were made by HBCRA that might be beyond the scope of what is permitted by FS 163.

Some examples extracted from the Report are:

A Florida Attorney General Opinion that specifically states "grants to entities which promote tourism and economic development, as well as to non-profits providing socially beneficial programs, would appear outside the scope of the community redevelopment act." Whether the opinion carries weight of law, is not a part of this engagement. For this engagement, what is of import in the OIG report is "that between 2007 and 2012, the CRA made expenditures of at least \$1,474,739 in payments to non-profit entities for socially beneficial programs that appear to have been outside the scope of Chapter 163" and that HBCRA "paid at least \$152,494 during that same time-period to organizations and individuals for civic promotions such as festivals and fireworks displays that may have been outside the scope of Chapter 163". Furthermore, "even a cursory review of the report reveals that it does not require the recipients to provide any back-up documentation which might validate that the funds were spent appropriately".



“It further appears that some of the civic promotions paid for with CRA funds took place outside the CRA boundaries, a type of expenditure prohibited by Chapter 163.” “That problem..... was magnified by the fact that City departments had access to the CRA accounts and were able to charge costs to the CRA if budgeted funds were available, regardless of whether the cost was applicable to the CRA”.

“The investigation found that the management of the CRA’s loan programs resulted in substantial financial losses, along with creating the appearance of favoritism and improprieties. The areas of mismanagement of the program included granting waivers to particular borrowers that violated the terms and conditions the CRA had put in place concerning collateralization and other mechanisms to secure the loans; failure to acquire and utilize an adequate system to account for routine loan transactions and budget calculations; and the creation of new loan programs to accommodate loans to particular borrowers.”

The report critically discussed the repayment by HBCRA of bond proceeds used for improvements made outside of CRA boundaries.

“the OIG’s overall investigation established that the CRA administration was not granted any independent authority over CRA funds and accounts, up to and including being completely ignorant to the CRA’s actual balances”.

Because the COHB commissioners and HBCRA directors are the same responsible parties, the expenditures and decision making process require a process that is scrupulously in conformity with the requirements of Florida Chapter 163 and requires strict accountability for the protection of the residents of COHB and the employees of COGB and HBCRA.

Interlocal Agreements and Their Amendments a/k/a MOU’s

We reviewed the Interlocal Agreements (ILA) in the light of the recommendations contained in the CAS. Reviewing the ILAs using the language of the CAS as the jumping off point for our review, the following foundational question arose.

For each ILA, what methodology and metrics were used for determining the amounts charged to the HBCRA by COHB and does the methodology used comport with the findings and recommendations contained in the CAS of June 2012?



If the language of an ILA did not refer to the CAS and include an addendum or annex with the objective CAS metrics as its basis for arriving at amounts charged by COHB to HBCRA, we viewed the ILA as flawed - requiring a forensic analysis and comparison of the amount charged to HBCRA with what would have been charged had the CAS method been applied.

While not comprehensive with respect to all ILAs that we reviewed, each of the following questions below arises from this one foundational question.

1. How did the COHB determine that \$900,000 was the appropriate amount to charge the HBCRA for the use of its staff for fiscal year 2012 under Resolution No. 2012.02?
2. How did COHB and HBCRA determine the wording of Resolution No. 2012-63 and the corresponding ILA? It appears that constraints do not exist on the amounts that HBCRA is annually required to pay to COHB for city services. How did the COHB determine amounts paid by the HBCRA for fiscal year 2013 and 2014 to COHB for city services?
3. Per the Florida Redevelopment Association (<http://redevelopment.net/cra-resources/q-a-for-cras/>), the purpose of community development agencies is to redevelop an area's infrastructure to incentivize growth, with:

“Examples of traditional projects (*that*) include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as facade improvements, sprinkler system upgrades, signs, and structural improvements”.

Given the above stated purpose, and examples of redevelopment infrastructure projects, how was the amount of cost sharing of police services determined for purposes of meeting the above exemplars of CRA “traditional projects”?

4. Although there have been agreements in our initial review requiring the HBCRA to pay unspecified total dollar amounts, the 5th Amendment of September 2016 requires an unstated hourly rate to be paid for management of a park and a parking lot building project. Have any CAS recommended metrics been developed for this 5th Amendment of September 2016 that comport with the CAS of June 2012?



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5. While the ILA of October 1, 2014 limits reimbursement for the use of city staff to \$236,280, the ILA dated September 22, 2016 states the HBCRA must pay the COHB whatever is billed for the use of city staff, annually. What metrics if any were used by COHB to arrive at a basis for justifying the open-ended ILA of September 22, 2016?

None of the ILAs that we reviewed refer to a methodology for determining the amounts charged by COHB to HBCRA that comports with the CAS of June 2012.

As of April 5, 2017, the COHB Finance Department disclosed the existence of an unsigned draft of a 2017 Central Services Cost Allocation Plan (FCAP) dated September 30, 2015 undertaken on behalf of COHB by MAXIMUS. Due to its very recent disclosure to us, we are currently not able to study it and compare it with the CAS of June 2012 as to technique and results.

Real Estate Erroneously Carried as Real Estate for Resale

During our review regarding real estate erroneously carried, it was brought to our attention that:

- Certain parcels of real estate acquired by COHB for the benefit of HBCRA were titled to COHB and carried on the books of COHB rather than on the books of HBCRA.
- There were certain COHB properties carried on the books of HBCRA rather than COHB.
- There were HBCRA parcels of “in-line” properties for resale improperly “lumped” with all other parcels of real estate on the books of both the entities as properties for resale. The result was misstatements of both amounts and classifications on the balance sheets and fund balance(s) of HBCRA and COHB. The current Finance Director of COHB undertook research that resulted in the removal of the subject HBCRA real estate from the balance sheet of COHB and subsequently entered it on the balance of HBCRA. It is our understanding that all the subject parcels were erroneously designated as Real Estate for Resale. Except for the less significant number of in-fill parcels held for the construction of low income single family residences, HBCRA does not sell real estate. Instead, it donates the real estate to approved developers under a bidding system for redevelopment and sale by the developer to the public under contractual restrictions between the HBCRA and the developer(s).
- Land purchased by HBCRA for the in-fill housing program consists of 20 parcels with a value of \$418,650. Seventeen of the properties have been developed and sold at the date of this report.



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- On the HBCRA FY September 30, 2016 financial statement are seventeen properties booked on HBCRA which belong to COHB. In addition, there are 4 other parcels erroneously recorded on the books of HBCRA which cannot be located on the Broward County Property Appraiser website. The value assigned by the COHB Finance Department for such properties in the category HBCRA Capital assets is \$18,849,365.23.
- The value assigned by the COHB Finance Department to 50 parcels “Assets Held for Resale” as of FYE 15 is \$6,607,599.95.

In removing the subject real estate from the balance sheet of COHB and transferring it to HBCRA, certain journal entries that are the subject of inquiry by the Directors of the HBCRA (Who are also the COHB city commissioners) were made in the general ledger of HBCRA and COHB. The accuracy of the entries could affect the audit results of both entities.

Marcum

We have been informed that the financial statements of both entities (COHB and HBCRA) were audited by the same Florida licensed auditing firm (Marcum) for the fiscal years ending September 30, 2012, 2013, 2014, 2015 and 2016. Regulation 61H1-22.001 of the Rules of the Florida Board of Accountancy require an auditing firm to comply with the following Competence standards:

61H1-22.001 Competence (General Standards)

A certified public accountant shall comply with the following general standards and must justify any departures therefrom:

- (1) Professional competence. A certified public accountant shall undertake only those engagements which he or his firm can reasonably expect to complete with professional competence. A certified public accountant must be in charge of all public accounting services performed by the firm.
- (2) Due professional care. A certified public accountant shall exercise due professional care in the performance of an engagement.
- (3) Planning and supervision. A certified public accountant shall adequately plan and supervise an engagement.
- (4) Sufficient relevant data. A certified public accountant shall obtain sufficient relevant data to afford a reasonable basis for conclusions or recommendations in relation to an engagement.



Regulation 61H1-22.001 tracks well with the Generally Accepted Auditing Standards of the American Institute of Certified Public Accountants Standards of Field Work listed immediately below:

1. The auditor must adequately plan the work and must properly supervise any assistants.
2. The auditor must obtain a sufficient understanding of the entity and its environment, including its internal control, to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures.
3. The auditor must obtain sufficient appropriate audit evidence by performing audit procedures to afford a reasonable basis for an opinion regarding the financial statements under audit.

In layman's terms these general auditing standards are applied for determining whether the financial statements under audit fairly present the financial position, results of operations and cash flows of the entity(s) in a consistent manner from audit period to audit period. While we reviewed the relevant standards listed in the material used for this report, we chose to focus on the general standards of auditing for the sake of ease of understanding.

HBCRA audited Statement of Net Position for the fiscal year ending September 30, 2015 reported total assets of \$42,556,041. "Assets held for resale" which were included in that statement were reported at \$6,607,600. This amounts to 15% of the assets on the Statement of Net Position for the fiscal year ending September 30, 2015. This is a material misstatement both as to amount and as to classification. Based on our interviews with the staff of HBCRA,

1. The only "Assets held for resale" are "In Fill" housing parcels totaling \$418,650.
2. Apart from the "In Fill" parcels, HBCRA does not own "Assets held for resale".

As reported above the Marcum audited HBCRA FY September 3, 2016 financial statement includes seventeen properties booked on HBCRA which belong to COHB. In addition, there are 4 other parcels erroneously recorded on the books of HBCRA which cannot be located on the Broward County Property Appraiser website. The value assigned by the COHB Finance Department for such properties in the category HBCRA Capital assets is \$18,849,365.23.

When materially misstated financial statements are the basis for bond issuances and other outside financing, COHB and HBCRA as a component unit of COHB could be subjected to unwanted and unnecessary legal entanglements.



These are all material misstatements and asset misclassifications that, when corrected, negatively affect the financial position of both entities and which warrant further investigation as to how they were booked, if the books of both entities have been accurately corrected, the accounting internal controls that have been implemented to prevent this from happening in the future. Certainly, Marcum had ample opportunity during the audits that it performed to investigate whether the “Assets held for resale” was an accurate classification and whether, regardless of classification, the amounts of those assets were accurately carried on the books of HBCRA and COHB.

Regarding the question of whether the general ledgers of COHB and HBCRA have been accurately corrected, the journal entries that were made to effect corrections must be subjected to analysis for accuracy. This would provide a level of confidence in the books and records of both entities that does not currently exist.

The “Start-up Check of \$2.5 Million Deposited to the HBCRA Bank Account

Prior to the issuance Broward County OIG report of April 18, 2013, COHB opened a separate bank account for HBCRA and funded it with a deposit of \$2.5million. We do not know if the deposit was in an amount that should have been deposited accurately reflect the amounts of funds that HBCRA was entitled to receive from COHB. The only method that we could use for determining to the satisfaction of the commission of COHB and the board of directors of HBCRA that the startup check was an appropriate amount would be to subject the pre-deposit books and records of both entities to the CAS methods.

\$5 Million Transfer from HBCRA to COHB

During this initial forensic review, we were made aware of a \$5 million transfer of funds from the bank account of HBCRA to COHB. The staff that we interviewed did not have a supportable reason or metrics for the transfer. This should be investigated for appropriateness under the CAS.



Opinion and Recommendations

Our forensic review of the ILA documents, the OIG report, the ILA documentary non-conformity with the recommendations of the CAS, the audited financial statement material errors and the unexplained transfers of funds from HBCRA to COHB are alarming. They call for a detailed forensic review of the methodology used by COHB for allocating costs between itself and HBCRA as well as a forensic asset audit of HBCRA and COHB.

1. All payments made by HBCRA to COHB from September 2012 through the present should be subjected to the recommended methodology of the CAS.
2. The Central Services Cost Allocation Plan (FCAP) dated September 30, 2015 undertaken on behalf of COHB by MAXIMUS should be subjected to an analysis and comparison of the CAS of June 2012 as well as determining if either study has been used for calculating ILA payments from HBCRA to COHB.
3. The asset books and records of HBCRA as well as its liability books and records should be subjected to forensic analysis to determine what belongs in each entity.
4. Internal controls and accountability must be developed and incorporated into the accounting and management structure of both HBCRA and COHB so that the types of errors that led to material interrelated misstatements on the audited financial statements of COHB and HBCRA do not re-occur.
5. The existing written internal controls and policies and their historical practical application for recording real estate acquisitions on behalf of HBCRA and COHB must be examined and recommendations made in agreement with the City Manager/HBCRA Executive Director offices to prevent further misclassifications and recordings of HBCRA and COHB real estate on the books of COHB and HBCRA.
6. The underlying documentation supporting the justification for the audited financial statement after audit bookkeeping entries must be placed under analysis to ensure that they accurately reflect the economic effect of the transfer(s).
7. Legal counsel for HBCRA and COHB should be consulted regarding the audited financial statement misstatements for determining whether proceeding against Marcum is in the best interests of the COHB and HBCRA.



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8. The transfer of \$5 million by HBCRA to COHB requires an analysis of the reasons for the transfer of funds in-light-of the recommendations of the CAS of June 2012. Furthermore, if it is found to be related to the bookkeeping entries reporting the transfer of real estate from COHB to HBCRA, the support for the transfer must be in conformity with the CAS of June 2012.
9. The reason for the \$7 million HBCRA budget shortfall is currently a mystery that must be solved. It must be subjected to analysis to determine its reason in-light-of HBCRA's expectation of those funds availability for HBCRA operating purposes.
10. Per the OIG report of April 18, 2013, inappropriate use of HBCRA funds for the payment of expenditures outside of the HBCRA geographic area are not permitted under FS163. There is some question in the OIG report regarding the legal appropriateness of a significant amount of money spent by HBCRA for socially beneficial programs and civic promotions. Furthermore, the OIG report questions the lack of back-up documentation which might validate that the funds were spent appropriately.
11. The OIG report clearly discusses mismanagement of the HBCRA mortgage/loan program including granting waivers to borrowers that violated the terms and conditions put in place by HBCRA concerning collateralization and other mechanisms to secure the loans. To the extent that a loan program exists appropriate internal controls must be put into place for assuring appropriate HBCRA collections. Requests for waivers of loan payments must be rigorously subjected to standards that conform to Florida Chapter 163.

Calculating a "True Up" amount of moneys due from COHB to HBCRA requires the HBCRA Board of Directors to decide the appropriate forensic analysis period for calculating a "True-up" amount that is due to HBCRA from COHB.

Our current engagement letter covers the period beginning when HBCRA it opened its own financial account(s) and ending on September 30, 2016. Part of the second phase of our engagement would be to arrive at a "true-up" number" between COHB and HBCRA through September 30, 2016. There is some question of whether the cost considerations of a pre-account opening analysis would justify the work involved. Unless the Directors of HBCRA (who are also the current COHB commissioners) have a different viewpoint, a "true-up" forensic review of the funds due HBCRA by COHB including a period-of-time prior to the first funding of the bank



account of HBCRA may not be an efficient use of the funds of HBCRA.

Foodman, P.A., CPAs & Advisors

A handwritten signature in black ink, appearing to read "Stanley I. Foodman", is positioned above a horizontal line.

Stanley I Foodman

CEO/CPA

April 12, 2017

EXHIBIT 1

RESOLUTION NO. 2012 - 02

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HALLANDALE BEACH ("CITY") AND THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY ("HBCRA") PROVIDING PROFESSIONAL SERVICES FROM THE CITY TO THE HBCRA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01 Florida Statutes authorizes the entering of Interlocal Agreements between public entities; and

WHEREAS, the City and the HBCRA are desirous of entering into an Interlocal Agreement by which the City will provide professional services to the HBCRA, to include, but not limited to, administrative, personnel, engineering, finance, legal, purchasing, public works and planning; and

WHEREAS, the parties have negotiated an Interlocal Agreement, attached as Exhibit A, which requires the CITY to provide said services and the HBCRA to compensate the CITY a flat annual fee for services provided; and

WHEREAS, the City Administration has determined that it is in the best interest of the CITY to assist the HBCRA in maintaining and revitalizing the HBCRA area as a visibly attractive, economically viable and socially desirable area of the CITY, and that providing the professional services will assist the HBCRA in accomplishing the CITY's goals; and

WHEREAS, the Mayor and City Commission believe that the Interlocal Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. City Manager Authorization. The Mayor and City Commission hereby authorize the City Manager to execute an Interlocal Agreement, in substantially the same form as the agreement attached to this resolution as Exhibit A, to provide professional services to the HBCRA.

SECTION 2. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 18th day of January, 2012


MAYOR-COMMISSIONER

ATTEST:


SHEENA JAMES, CITY CLERK

Approved as to Legal Sufficiency and Form

 1-23-12
V. LYNN WHITFIELD, ESQ.
CITY ATTORNEY

	VOTE AYE/NAY
Mayor Cooper	<input checked="" type="checkbox"/>
Vice Mayor Sanders	<input checked="" type="checkbox"/>
Comm. Lewy	<input checked="" type="checkbox"/>
Comm. London	<input checked="" type="checkbox"/>
Comm. Ross	<input checked="" type="checkbox"/>

75 EXHIBIT A

76
77 INTERLOCAL AGREEMENT BETWEEN CITY OF HALLANDALE BEACH
78 AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY
79 FOR CITY SERVICES
80

81
82 **THIS INTERLOCAL AGREEMENT**, effective as of October 1, 2011, is made and entered
83 into by and between the City of Hallandale Beach, Florida a municipal corporation (hereinafter
84 referred to as "CITY" or "the CITY" and the Hallandale Beach Community Redevelopment
85 Agency, a public agency and corporate of the State of Florida and a community redevelopment
86 agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as
87 "HBCRA").
88

89 **WHEREAS**, by the enactment of an Ordinance of # 96-25 and effective December
90 27,1996 the City Commission of the City of Hallandale Beach, Florida created a community
91 redevelopment trust fund for the community redevelopment area as provided in Section 163.387,
92 Florida Statutes;
93

94 **WHEREAS**, the City Commission initially adopted a community redevelopment plan on
95 September 17, 1996, pursuant to a resolution of City Commission ("the Plan"); and
96

97 **WHEREAS**, pursuant to a resolution dated September 17, 1996, Broward County, as a
98 home rule charter county, through Resolution No. 96-0698, delegated authority to establish a
99 HBCRA to the City of Hallandale Beach subject to the Broward County Commission Board's
100 Review and approval of the Community Redevelopment Area Plan.
101

102 **WHEREAS**, the CITY and the HBCRA are keenly interested in maintaining and
103 revitalizing the HBCRA area as a visibly attractive, economically viable, and socially desirable
104 area of the CITY; and
105

106 **WHEREAS**, on November 26, 1996, Broward County adopted a resolution approving
107 the HBCRA Plan; and
108

109 **WHEREAS**, the Redevelopment Trust Fund was established by City Commission
110 Ordinance # 19-25, and effective December 27, 1996; and
111

112 **WHEREAS**, the CITY has professional staff employed by City; and
113

114 **WHEREAS**, CITY staff time and expertise in various matters, including administration,
115 personnel, engineering, finance, law, purchasing, public works and planning, can be beneficially
116 utilized in the planning and implementation of the Plan; and
117

118 **WHEREAS**, the City is willing to make available to the HBCRA, in accordance with the
119 terms and conditions set forth in this Agreement, professional staff and administrative support;
120

121 **NOW, THEREFORE**, in consideration of the mutual promises and conditions contained
122 in this Agreement and other good and valuable consideration, the receipt of which is
123 acknowledged, CITY and HBCRA agree as follow:
124
125

126
127 ARTICLE 1
128

129 PREAMBLE
130

131 In order to establish the background, context and frame of reference for this Agreement and to
132 generally express the objective and intentions of the respective parties herein, the following
133 statement, representations and explanations shall be accepted as predicates for the undertaking
134 and commitments including within the provisions which follow and may be relied upon by the
135 parties as essential elements of the mutual consideration upon which this Agreement is based.
136

137
138 ARTICLE 2
139

140 SERVICES
141

142 The City agrees to perform the following functions and duties in accordance with established
143 procedures or in the absence of same, as provided for by the CITY in the conduct of its own
144 affairs.
145

146 2.1 The City agrees to provide financial services which shall include, but not limited to,
147 management of HBCRA fiscal accounts, investment of HBCRA assets, payroll, accounting,
148 budgeting, monthly and annual reporting, federal income and social security wage tax reporting,
149 sales tax report, if any, and other fiscal needs in accordance with City Policies and Procedures
150 related thereto. The Chief Financial Officer of the CITY shall act as the HBCRA Treasurer.
151

152 2.2 The City, to provide personnel services which shall include but not limited to, staff
153 recruitment, training and compliance; record retention with respect to personnel actions and such
154 other personnel services as may be needed. All employees of the HBCRA shall be entitled to
155 participate in all benefit programs afforded to City employees. The City Clerk shall serve as the
156 Clerk to the HBCRA Board.
157

158 2.3 The CITY, through the City Attorney's office, shall provide legal services to the
159 HBCRA which shall include, but not limited to, attending all HBCRA Board and HBCRA
160 Advisory Board meetings and advising the Boards; review of basic contracts and agreements;
161 consulting with HBCRA staff on items which are not HBCRA subject specific; or when requested
162 by HBCRA Executive Director and/or HBCRA Attorney.
163

164 2.4 The CITY shall, when requested by the HBCRA, provide engineering and planning
165 services to advise the HBCRA and to assist in the implementation of the Plan.
166

167 2.5 The HBCRA will be permitted to utilize the services of the CITY's Purchasing
168 Division with respect to purchasing services and goods necessary for the operation of HBCRA
169 activities.
170

171 2.6 The HBCRA will be permitted to utilize the services of the CITY's Code Compliance
172 Division with respect to promoting, protecting and improving the health, safety, and welfare of
173 the community; to assist in eliminating violations and improving their property aesthetics and
174 value; if voluntary compliance is not achieved then more formal methods of enforcement may be
175 necessary.
176

177 2.7 The HBCRA will be permitted to utilize the services of the CITY's Public Works
178 Department with respect to design services and construction services necessary for the operation
179 of HBCRA activities.
180

181 2.8 The CITY may make available public officials liability insurance and other forms of
182 insurance deemed necessary by the CITY. Said insurance is to be determined at the sole
183 discretion of the CITY.
184

185 2.9 The HBCRA may request the CITY to provide other special services on occasion not
186 initially set forth in this Agreement, subject to the CITY's consent.
187

188 ARTICLE 3

189 METHOD OF REIMBURSEMENT AND COMPENSATION

190
191
192 3.1 Reimbursement to CITY. In consideration of providing the services described in
193 Article 2 hereof by the CITY from October 1, 2011 through September 30, 2012, the HBCRA
194 will compensate the CITY, to the extent funds of the HBCRA are budgeted and available and
195 eligible for payment in accordance with Section 163.387(6), Florida Statutes, Nine Hundred
196 Thousand Dollars, (\$900,000). The HBCRA's payment obligations under this Agreement
197 constitute an obligation to pay and indebtedness in accordance with the Act.
198

199 3.2 Method of Payment. The parties agree that the HBCRA's obligation to compensate
200 the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the
201 HBCRA approved budget. It is recognized and acknowledged that full compensation to the CITY
202 by the HBCRA may, during the term of this Agreement be waived, reduced, deferred or a
203 combination thereof. Provided, however any outstanding payment obligation not waived shall be
204 budgeted by the HBCRA and made available to the CITY prior to the termination of the trust
205 fund as provided in Chapter 163 of Florida Statutes. These payments will be made in full through
206 interagency fund transfer by December 31, 2011.
207

208 3.3 Annual Statement and Payment. The CITY shall prepare and present to the HBCRA
209 an annual statement in time for the preparation and submission of the HBCRA annual budget.
210 The annual statements shall reflect current year anticipated costs and all unpaid obligation from
211 prior periods. Any amounts contained in the approved HBCRA budget for payment to CITY shall
212 be paid by the HBCRA prior to September 30, 2012, the end of fiscal year 2011-2012.
213

214 ARTICLE 4

215 MISCELLANEOUS

216
217
218 4.1 Continued Cooperation. This Agreement assumes the close coordination and
219 cooperation between the HBCRA and essential CITY staff and CITY functions particularly
220 regarding financial administration, reporting and auditing; and administration and implementation
221 of the Plan and capital projects.
222

223 4.2 Term and Termination

224
225 4.2.1 This agreement shall take effect October 1, 2011, and shall continue in effect
226 through September 30, 2012, unless either party seeks to renegotiate or terminate this Agreement
227 prior to said expiration date.

228
229 4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least thirty
230 (30) days advance written notice to the other party. After termination of the Agreement, the CITY
231 shall transfer to the HBCRA copies of any documents, data, and information request by the
232 HBCRA related to the services accomplished herein. Regardless of the termination of this
233 Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs
234 incurred but not billed as of the termination date.
235

236 4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available
237 at all reasonable times for examination and audit by HBCRA and shall be kept for a period after
238 the completion of all work to be performed pursuant to this Agreement, in compliance with
239 Florida State Record Retention Laws.
240

241 4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights,
242 privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
243

244 4.5 Independent Contractor. The CITY is an independent contractor under this
245 Agreement. Personal services provided by the CITY shall be by employees of the CITY and
246 subject to supervision by the CITY and not as officers, employee, or agents of the HBCRA.
247 Personnel policies, tax responsibilities, social security, health insurance, employee benefits,
248 purchasing policies and other similar administrative procedures applicable to services rendered
249 under this Agreement shall be those of the CITY.
250

251 4.6 Assignments and Amendments.
252

253 4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or
254 otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written
255 consent of the party.
256

257 4.6.2 It is further agreed that no modification, amendment or alteration in the terms or
258 conditions contained herein shall be effective unless contained in a written document executed
259 with the same formality and of equal dignity herewith.
260

261 4.7 Notice. Whenever any party desires to give notice unto any other party, it must be
262 given by written notice, sent by registered United States mail, with return receipt requested, or by
263 hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended
264 and remaining party, at the place last specified, and the places for giving of notice shall remain
265 such until they shall have been changed by written notice in compliance with the provisions of
266 this Article. For the present, the parties designate the following as the respective places for giving
267 notice.
268

269 **To Hallandale Beach Community**

270 **Redevelopment Agency:**

271 HBCRA, Executive Director

272 Hallandale Beach Community Redevelopment Agency

273 400 S. Federal Highway

274 Hallandale Beach, FL 33009
275

276 **To Hallandale Beach**

277 **Community Redevelopment Agency Attorney:**

278 Attention: Steven Zelkowitz, Esq. of Gray Robinson, P.A.

400 S. Federal Highway
Hallandale Beach, FL 33009

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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334 **IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day
335 and year first written above.
336

337 **CITY OF HALLANDALE BEACH**
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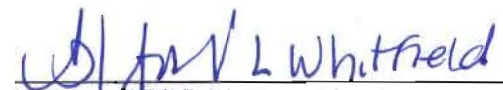

Mark Antonio, City Manager
City of Hallandale Beach

ATTEST:


Sheena James, City Clerk
City of Hallandale Beach

STATE OF FLORIDA
COUNTY OF BROWARD

APPROVED AS TO LEGAL SUFFICIENCY
and FORM for the use and reliance of
City of Hallandale Beach


V. Lynn Whitfield, Esq., City Attorney
City of Hallandale Beach 1-24-12

380
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383
384 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the
385 respective dates under each signature: HALLANDALE BEACH COMMUNITY
386 REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors
387 on 18th, day of January, 2012, and HBCRA, signing by and through
388 its Executive duly authorized to execute same.
389 Director

390
391
392 HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY
393

394
395
396 By Wyncha M. Raposo 01/24/12
397 Mark Antonio, Executive Director
398 Hallandale Beach Community
399 Redevelopment Agency
400

401
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403
404 ATTEST

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407 Sheena James
408 Sheena James, Board Clerk
409 Board Clerk to the Hallandale Beach
410 Board of Directors
411

412
413
414
415 APROVED AS TO LEGAL SUFFIENCY
416 and FORM for the use and reliance of
417 Hallandale Beach Community Redevelopment
418 Agency

419
420 Steven Zelkowitz
421 Steven Zelkowitz, Esq. of
422 Gray Robinson, P.A.
423 HBCRA Attorney
424

EXHIBIT 2

RESOLUTION NO. 2012 - 63

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AFFILIATE AGREEMENT BETWEEN THE CITY OF HALLANDALE BEACH ("CITY") AND THE HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY ("HBCRA") PROVIDING PROFESSIONAL SERVICES FROM THE CITY TO THE HBCRA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01 Florida Statutes authorizes the entering of Interagency Affiliate Agreements between public entities; and

WHEREAS, the City and the HBCRA are desirous of entering into an Interagency Affiliate Agreement by which the City will provide professional services to the HBCRA, to include, but not limited to, administrative, personnel, engineering, finance, purchasing, public works and planning; and

WHEREAS, the parties have negotiated an Interagency Affiliate Agreement, attached as Exhibit A, which requires the CITY to provide said services and the HBCRA to compensate the CITY a flat annual fee for services provided; and

WHEREAS, the City Administration has determined that it is in the best interest of the CITY to assist the HBCRA in maintaining and revitalizing the HBCRA area as a visibly attractive, economically viable and socially desirable area of the CITY, and that providing the professional services will assist the HBCRA in accomplishing the CITY's goals; and

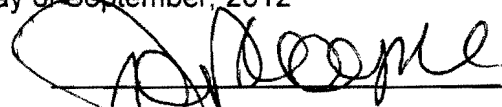
WHEREAS, the Mayor and City Commission believe that the Interagency Affiliate Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

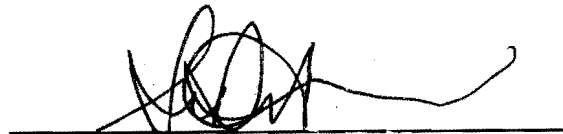
SECTION 1. City Manager Authorization. The Mayor and City Commission hereby authorize the City Manager to execute an Interagency Affiliate Agreement, in substantially the same form as the agreement attached to this resolution as Exhibit A, to provide professional services to the HBCRA.

34 **SECTION 2. Effective Date.** This Resolution shall take effect immediately
35 upon its passage and adoption.


36 APPROVED AND ADOPTED this 19th day of September, 2012

37 
38 MAYOR-COMMISSIONER
39

40 ATTEST:

41 
42 _____
43 SHEENA JAMES, CITY CLERK
44

45 Approved as to Legal Sufficiency and Form

46 
47 _____
48 V. LYNN WHITFIELD, ESQ.
49 CITY ATTORNEY
50

	VOTE AYE/NAY
Mayor Cooper	✓/____
Vice Mayor Sanders	✓/____
Comm. Lewy	✓/____
Comm. London	✓/____
Comm. Ross	<u>ABSENT</u>

70
71 **EXHIBIT A**
72

73 **INTERAGENCY AFFILIATE AGREEMENT BETWEEN CITY OF HALLANDALE**
74 **BEACH**
75 **AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**
76 **FOR CITY SERVICES**
77
78

79 **THIS INTERAGENCY AFFILIATE AGREEMENT**, effective as of October 1, 2012, is made
80 and entered into by and between the City of Hallandale Beach, Florida, a municipal corporation
81 (hereinafter referred to as "CITY" or "the CITY") and the Hallandale Beach Community
82 Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163,
83 Part III, Florida Statutes, (hereinafter referred to as "HBCRA").
84

85 **WHEREAS**, by the enactment of Ordinance # 96-25 and effective December 27, 1996,
86 the City Commission of the City of Hallandale Beach, Florida created a Community
87 Redevelopment Trust Fund for the Community Redevelopment Area as provided in Section
88 163.387, Florida Statutes;
89

90 **WHEREAS**, the City Commission initially adopted a Community Redevelopment Plan
91 on September 17, 1996, pursuant to a resolution of City Commission, which Plan has been
92 amended ("the Plan"); and
93

94 **WHEREAS**, pursuant to a resolution dated September 17, 1996, Broward County, as a
95 home rule Charter County, through Resolution No. 96-0698, delegated authority to establish a
96 HBCRA to the City of Hallandale Beach subject to the Broward County Commission Board's
97 Review and approval of the Community Redevelopment Area Plan.
98

99 **WHEREAS**, the CITY and the HBCRA are keenly interested in maintaining and
100 revitalizing the HBCRA area as a visibly attractive, economically viable, and socially desirable
101 area of the CITY; and
102

103 **WHEREAS**, on November 26, 1996, Broward County adopted a resolution approving
104 the HBCRA Plan; and
105

106 **WHEREAS**, the Redevelopment Trust Fund was established by City Commission
107 Ordinance # 19-25, and effective December 27, 1996; and
108

109 **WHEREAS**, the CITY has professional staff employed by City; and
110

111 **WHEREAS**, CITY staff time and expertise in various matters, including administration,
112 personnel, engineering, finance, purchasing, public works and planning, can be beneficially
113 utilized in the planning and implementation of the Plan; and
114

115 **WHEREAS**, the City is willing to make available to the HBCRA, in accordance with the
116 terms and conditions set forth in this Agreement, professional staff and administrative support;

117
118 **NOW, THEREFORE**, in consideration of the mutual promises and conditions contained
119 in this Agreement and other good and valuable consideration, the receipt of which is
120 acknowledged, CITY and HBCRA agree as follow:
121

122
123
124 **ARTICLE 1**

125
126 **PREAMBLE**

127
128 In order to establish the background, context and frame of reference for this Agreement and to
129 generally express the objective and intentions of the respective parties herein, the following
130 statement, representations and explanations shall be accepted as predicates for the undertaking
131 and commitments including within the provisions which follow and may be relied upon by the
132 parties as essential elements of the mutual consideration upon which this Agreement is based.
133

134
135 **ARTICLE 2**

136
137 **SERVICES**

138
139 The City agrees to perform the following functions and duties in accordance with established
140 procedures or in the absence of same, as provided for by the CITY in the conduct of its own
141 affairs.
142

143 2.1 FINANCE DEPARTMENT: The CITY agrees to provide financial services which
144 shall include, but not limited to, management of HBCRA fiscal accounts; investment of HBCRA
145 assets; accounting, including but not limited to, accounts receivables and payables and
146 interdepartmental billing of HBCRA utility accounts; monthly and annual reporting, including
147 annual CRA Audit and Comprehensive Annual Financial Report (CAFR); federal income and
148 social security wage tax reporting, sales tax report, if any, and other fiscal needs in accordance
149 with City Policies and Procedures related thereto. Assist with the preparation of the HBCRA
150 Annual Budget, which includes, but not limited to, entering the budget data into the
151 City's financial system and creating budgeting worksheets and reports, payroll budget,
152 Capital Improvement Projects forms, revenue budget forms, Schedule of Proposed Fee
153 Changes. Tracking HBCRA fixed assets in the City's financial system. Compute the tax
154 increment financing (TIF) amounts due from each taxing entity. Training staff on the use
155 of the City's financial system and budgeting policies
156

157 2.2 CITY CLERK: The CITY, through the City Clerk's Office, shall provide the following
158 services to the HBCRA: prepare and distribute HBCRA agendas and record official
159 minutes of HBCRA Board of Directors; ensure that all applicable agenda items are
160 properly noticed and advertised in accordance with state regulations; attend all meetings
161 of the HBCRA Board of Directors and prepare the official minutes of said proceedings;
162 fulfill public records and lien search requests; process and transmit Ordinances and
163 Resolutions adopted by the HBCRA Board of Directors to appropriate agencies; maintain
164 roster and attendance records of the HBCRA Citizens Advisory Board; prepare and

maintain custody of all official Agency records and files; maintain custody of the Agency seal; prepare and maintain the public record index system for HBCRA; oversee the HBCRA records management, retention and destruction program in accordance with state regulations. The City Clerk shall serve as the Clerk to the HBCRA Board.

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

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

2.5 GENERAL SERVICES DEPARTMENT: The CITY shall, when requested by HBCRA, provide the services of the CITY's General Services Department/Purchasing Division with respect to purchasing services and goods necessary for the operation of HBCRA activities. Services shall include, but not limited to, requisitions processing developed into purchase orders; account authorization; creation and revision of vendor information; assistance with the release and processing of formal Requests for Proposal (RFPs) and Bids; Contract processing.

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

2.7 INFORMATION TECHNOLOGY: The CITY shall, when requested by HBCRA, provide the services of the CITY's Information Technology Department with respect to Technical assistance for computer hardware and software, telecommunications support for office and mobile communications, Internet access, and project management for Information Technology systems. Following is a brief explanation on how services will be provided: Help Desk support: help line to troubleshoot desktop problems, reset logons, replace & configure computer equipment (computers, scanners, printers, etc.); Application program support (Excel, Word, etc.); Office telephone system: set up phone

accounts; Email system: set up email accounts, user assistance, email archive of all emails sent or received; Network services: logon, file server, file permission, file backup, anti-spam system, antivirus; AS400 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.); eCivis grant research system: purchase annual licenses.

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, 2012 through September 30, 2013, 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.

259 ARTICLE 4

260
261 MISCELLANEOUS

262
263 4.1 Continued Cooperation. This Agreement assumes the close coordination and
264 cooperation between the HBCRA and essential CITY staff and CITY functions particularly
265 regarding financial administration, reporting and auditing; and administration and implementation
266 of the Plan and capital projects.

267
268 4.2 Term and Termination

269
270 4.2.1 This Agreement shall take effect October 1, 2012, and shall continue in effect until
271 either party seeks to renegotiate or terminate this Agreement.

272
273 4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least ninety
274 (90) days advance written notice to the other party. After termination of the Agreement, the
275 CITY shall transfer to the HBCRA copies of any documents, data, and information request by the
276 HBCRA related to the services accomplished herein. Regardless of the termination of this
277 Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs
278 incurred but not billed as of the termination date.

279
280 4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available
281 at all reasonable times for examination and audit by HBCRA and shall be kept for a period after
282 the completion of all work to be performed pursuant to this Agreement, in compliance with
283 Florida State Record Retention Laws.

284
285 4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights,
286 privileges and immunities of the CITY and HBCRA as set forth in Section 768.28, Florida
287 Statutes.

288
289 4.5 Independent Contractor. The CITY is an independent contractor under this
290 Agreement. Personal services provided by the CITY shall be by employees of the CITY and
291 subject to supervision by the CITY and not as officers, employees, or agents of the HBCRA.
292 Personnel policies, tax responsibilities, social security, health insurance, employee benefits,
293 purchasing policies and other similar administrative procedures applicable to services rendered
294 under this Agreement shall be those of the CITY.

295
296 4.6 Assignments and Amendments.

297
298 4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or
299 otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written
300 consent of the party.

301
302 4.6.2 It is further agreed that no modification, amendment or alteration in the terms or
303 conditions contained herein shall be effective unless contained in a written document executed
304 with the same formality and of equal dignity herewith, and approved by the City Commission and
305 the HBCRA Board of Directors.

306
307 4.7 Notice. Whenever any party desires to give notice unto any other party, it must be
308 given by written notice, sent by certified United States mail, with return receipt requested, or by
309 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 Zerkowitz, 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.

361

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

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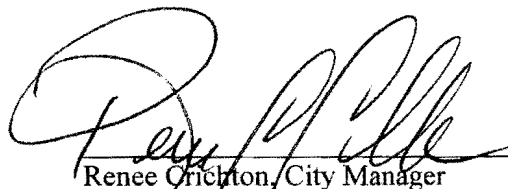
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CITY OF HALLANDALE BEACH



Renee Orlinton, City Manager
City of Hallandale Beach

374 **ATTEST:**

375

376

377

378



Sheena James, City Clerk
City of Hallandale Beach

381

382 **STATE OF FLORIDA**

383 **COUNTY OF BROWARD**

384

385

**APPROVED AS TO LEGAL SUFFICIENCY and
FORM for the use and reliance of the City of
Hallandale Beach**

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V. Lynn Whitfield, Esq., City Attorney
City of Hallandale Beach

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399 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the
400 respective dates under each signature: HALLANDALE BEACH COMMUNITY
401 REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors
402 on 16th day of Oct., 20 12, and Alvin Jackson signing by and through
403 its HBCRA duly authorized to execute same.

404

405

406

407 HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY

408

409

410

411 By 

412 Alvin Jackson, Executive Director

413 Hallandale Beach Community

414 Redevelopment Agency

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418

419 ATTEST:

420 

421 Sheena James, Board Clerk

422 Board Clerk to the Hallandale Beach

423 Board of Directors

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430 APPROVED AS TO LEGAL SUFFIENCY
431 and FORM for the use and reliance of
432 Hallandale Beach Community Redevelopment
433 Agency

434 

435 Steven Zelkowitz, Esq. of

436 Gray Robinson, P.A.

437 HBCRA Attorney

438

439

440

EXHIBIT 3

(850) 701-3608 / (800) 342-8112



ABOUT US ▼ ACADEMY AWARDS ▼



MEMBERSHIP ▼ RESOURCES ▼

ANNUAL CONFERENCE ▼ EVENTS

CRA Basics

CRA [SEE-R-A], noun: A dependent special district in which any future increases in property values are set aside to support economic

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Redevelopment
News Clips.

development projects within that district.

FRA CRA Brochure

Community Redevelopment Agencies: What, When, and How

CRA's, as they are known, are quite common, but often there are many questions in the minds of those who don't work with them everyday. How are they authorized? Who oversees them? What is involved in their operation? How are they funded? This article is intended to simply answer those questions. It also summarizes the legislation passed in session 2002 relating to CRA's. For further information, please contact Carol Westmoreland of the Florida Redevelopment Association at cwestmoreland@flcities.com or call (850) 701-3608.

What is a Community Redevelopment Area or District?

Under Florida law (Chapter 163, Part III), local governments are able to designate areas as Community Redevelopment Areas when certain conditions exist. Since all the monies used in financing CRA activities are locally generated, CRA's are not overseen by the state, but redevelopment plans must be consistent with local government comprehensive plans. Examples of conditions that can support the creation of a Community Redevelopment Area include, but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that the required conditions exist, the local government may create a Community Redevelopment Area to provide the tools needed to foster and support redevelopment of the targeted area.

There are currently over 220 Community Redevelopment Areas in the State of Florida. To obtain a current list, visit <https://dca.deo.myflorida.com/fhcd/sdip/OfficialListdeo/>.

Type and hi



[Florida Legislators May Eliminate CRA Dollars](#)

Posted on: Mar 30th, 2017

[Developers Discuss Why West Palm Beach is the Next Big Thing](#)

Posted on: Mar 30th, 2017

[CRA Approves Sale of Firestone/Bloxhar Annex](#)

Posted on: Mar 30th, 2017

[Plans for Boynton's Ocean One, but Big](#)

What is a Community Redevelopment Agency?

The activities and programs offered within a Community Redevelopment Area are administered by the Community Redevelopment Agency. A five- to seven-member CRA “Board” created by the local government (city or county) directs the agency. The Board can be comprised of local government officials and or other individuals appointed by the local government. Although one local government may establish multiple CRA districts, there generally may be only one CRA Board. Each district must maintain separate trust funds, and expend those funds only in that district.

What is a Community Redevelopment Plan?

The Community Redevelopment Agency is responsible for developing and implementing the Community Redevelopment Plan that addresses the unique needs of the targeted area. The plan includes the overall goals for redevelopment in the area, as well as identifying the types of projects planned for the area.

Examples of traditional projects include: streetscapes and roadway improvements, building renovations, new building construction, flood control initiatives, water and sewer improvements, parking lots and garages, neighborhood parks, sidewalks and street tree plantings. The plan can also include redevelopment incentives such as grants and loans for such things as façade improvements, sprinkler system upgrades, signs, and structural improvements. The redevelopment plan is a living document that can be updated to meet the changing needs within the Community Redevelopment Area; however, the boundaries of the area cannot be changed without starting the process from the beginning.

What is Tax Increment Financing?

Tax increment financing is a unique tool available to cities and counties for redevelopment activities. It is used to leverage public funds to promote private sector activity in the targeted area. The dollar value of all real property in the Community Redevelopment Area is determined as of a fixed date, also

Questions

Remain

Posted on: Mar 30th, 2017

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known as the “frozen value.” Taxing authorities, which contribute to the tax increment, continue to receive property tax revenues based on the frozen value. These frozen value revenues are available for general government purposes. However, any tax revenues from increases in real property value, referred to as “increment,” are deposited into the Community Redevelopment Agency Trust Fund and dedicated to the redevelopment area.

It is important to note that property tax revenue collected by the School Board and any special district are not affected under the tax increment financing process. Further, unlike in some states, Florida taxing entities write a check to the CRA trust fund, after monies are received from the tax collector. In California, the increment is sent to the CRAs directly out of collected county tax revenues, before they are distributed to each taxing entity.

The tax increment revenues can be used immediately, saved for a particular project, or can be bonded to maximize the funds available. Any funds received from a tax increment financing area must be used for specific redevelopment purposes within the targeted area, and not for general government purposes.

How does the CRA Process Work?

A public meeting begins the designation process. Several steps will have to be accomplished before the Community Redevelopment Area becomes a reality. These steps are briefly outlined below.

- I. Adopt the Finding of Necessity. This will formally identify the blight conditions within the targeted area and establish the area boundary.
- II. Develop and adopt the Community Redevelopment Plan. The plan addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as identifying specific projects.
- III. Create a Redevelopment Trust Fund. Establishment of the Trust Fund enables the Community Redevelopment Agency to



[Manager - City of Sarasota Newtown Redevelopment](#)

Posted on: Apr 3rd, 2017

[Senior Planner - Planning and Development Department City of Mount Dora](#)

Posted on: Apr 3rd, 2017

[Engineering Tech - City of Sebastian](#)

Posted on: Mar 24th, 2017

[Building Inspector - City of Sebastian](#)

Posted on: Mar 24th, 2017

[Planning & Zoning Senior Manager -](#)

direct the increase in real property tax revenues back into the targeted area.

The Florida Legislature addressed CRAs in 2002 from an intergovernmental point of view, to strengthen the ability of cities and counties to manage CRA creation, notices and term issues. Disputes between cities and counties involving CRAs can be resolved locally by interlocal agreements, and should be, since they usually involve growth management issues other than just funding.

Florida Redevelopment Association Legislative Position

The FRA supports the ability of local governments to create and effectively use community redevelopment agencies to redevelop and revitalize their urban areas. This includes the use of tax increment financing. We further support local control and disposition of any disputes between local governments over the use of such agencies and financing. The Florida Redevelopment Association is available for technical assistance, legislative advocacy and redevelopment educational resources.

For copies of current or past bills, statutes or further legislative information, you may visit www.leg.state.fl.us or call the FRA. at (850) 701-3608.

FRA Mission

The Florida Redevelopment Association (FRA) is dedicated to the revitalization and preservation of Florida's communities. Operated under a contract with the Florida League of Cities in Tallahassee, it's purpose is to promote the improvement of downtowns and other urban areas through redevelopment and development activities under the Florida Statutes; encourage Florida's communities to create a healthy mix of affordable workforce and market rate housing; and provide a forum for networking, training and technical assistance; be an advocate for its membership; and monitor legal and legislative issues. The FRA currently has more than 300 public and business agency members.

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[Planner II - City of Ocala](#)

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[Public Information Office - The City of Fernandina Beach](#)

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[CRA Division Director](#)

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Summary

CRA's are a specifically focused financing tool for redevelopment. CRA Boards do not establish policy for the city or county – they develop and administer a plan to implement that policy. The CRA acts officially as a body distinct and separate from the governing body, even when it is the same group of people. The CRA has certain powers that the city or county by itself may not do, such as establish tax increment financing, and leverage local public funds with private dollars to make redevelopment happen. The CRA term is limited to 30 years, 40 years if extended. After that time, all revenues (presumably much increased from the start of the CRA) are retained by each taxing entity that contributed to the CRA trust fund.



[Redevelopment of Downtown Temple Terrace Area - RFP](#)

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[2017 West Atlantic Ave. 600 Block – CRA Project No. CRA2017-01](#)

Posted on: Mar 21st, 2017

[Contractors for Professional Engineering Services - City of Florida City RFQ](#)

Posted on: Mar 15th, 2017

[Advertisement for Bids - City of Florida City ITB](#)

Posted on: Mar 15th, 2017

[Purchase or Lease and](#)

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Beach CRA](#)

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2017

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Services RFO -
City of Temple
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2017

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2017

[Planning
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Fort Walton
Beach RFO](#)

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2017

[City of New Port
Richey
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Florida Redevelopment
Association

P. O. Box 1757

301 S. Bronough Street,
Suite 300

Tallahassee, FL 32302-1757

Toll Free: (800) 342-8112,
ext. 3608 or 3622

Local: (850) 701-3608

Fax: (850) 222-3806

EXHIBIT 4

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIFTH AMENDMENT TO INTERLOCAL AGREEMENT (this "Fifth Amendment") is made and entered into this ____ day of September, 2016, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City and the CRA entered into that certain Interlocal Agreement dated September 22, 2012 (the "Interlocal Agreement").
2. The City and CRA entered into a First Amendment of the aforementioned Interlocal Agreement on May 19, 2014.
3. The City and CRA entered into a Second Amendment of the aforementioned Interlocal Agreement on August 5, 2015.
4. The City and CRA entered into a Third Amendment of the aforementioned Interlocal Agreement on October 19, 2015.
5. The City and CRA entered into a Fourth Amendment of the aforementioned Interlocal Agreement on November 16, 2015.
6. The Parties desire to enter into a Fifth Amendment to the Interlocal Agreement in certain respects as set forth in this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this Fifth Amendment shall have the meanings set forth in the Interlocal Agreement.

Section 2. Foster Park Plaza and Parking Lot Project. Notwithstanding anything in the Interlocal Agreement to the contrary, pursuant to the First Amendment to the ILA, Second Amendment to the ILA, Third Amendment to the ILA, and Fourth Amendment to the ILA, the City shall oversee the Foster Park Plaza and Parking Lot Project. The HBCRA shall budget all necessary funding for the implementation of the project.

Section 3. Project Management Services for the Foster Park Plaza and Parking Lot Project. Notwithstanding anything in the Interlocal Agreement to the contrary, Project Management Services for the CRA funded Foster Park Plaza and parking Lot Project will be overseen by the

Office of Capital Improvements. Project Management for the Foster Park Plaza and Parking Lot Project will be billed by the City to the CRA on a per hour basis.

Section 4. Conflicts. Except as expressly modified herein by this Fifth Amendment, the provisions of the Interlocal Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment to the Interlocal Agreement remain unmodified and in full force and effect and are hereby ratified by the Parties. In the event of any conflict between the terms and provisions of this Fifth Amendment and the terms and provisions of the Interlocal Agreement, the terms and provisions of this Fifth Amendment shall control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the CRA hereto have caused this Fifth Amendment to be executed as of the date first above written.

CITY:

CRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 

Daniel A. Rosemond
City Manager

By: 

Daniel A. Rosemond
Executive Director

ATTEST:

ATTEST:

By: 

Mario Bataille
City Clerk

By: 

Mario Bataille
HBCRA Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: 

V. Lynn Whitfield, City Attorney

By: 

Gray Robinson, P.A.
HBCRA Attorney

EXHIBIT 5

**INTERAGENCY AFFILIATE AGREEMENT BETWEEN CITY OF HALLANDALE
BEACH
AND HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR CITY SERVICES**

THIS INTERAGENCY AFFILIATE AGREEMENT, effective as of October 1, 2016, is made and entered into by and between the City of Hallandale Beach, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") and the Hallandale Beach Community Redevelopment Agency, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "HBCRA").

WHEREAS, by the enactment of Ordinance # 96-25 and effective December 27, 1996, the City Commission of the City of Hallandale Beach, Florida, created a Community Redevelopment Trust Fund for the Community Redevelopment Area as provided in Section 163.387, Florida Statutes;

WHEREAS, the City Commission initially adopted a Community Redevelopment Plan on September 17, 1996, pursuant to a resolution of City Commission, which Plan has been amended ("the Plan"); and

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

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

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

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

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

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

WHEREAS, the City is willing to make available to the HBCRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

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 acknowledged, CITY and HBCRA agree as follow:

48 **ARTICLE 1**

49
50 **PREAMBLE**

51
52 In order to establish the background, context and frame of reference for this Agreement and to
53 generally express the objective and intentions of the respective parties herein, the following
54 statement, representations and explanations shall be accepted as predicates for the undertaking
55 and commitments including within the provisions which follow and may be relied upon by the
56 parties as essential elements of the mutual consideration upon which this Agreement is based.
57

58
59 **ARTICLE 2**

60
61 **SERVICES**

62
63 The City agrees to perform the following functions and duties in accordance with established
64 procedures or in the absence of same, as provided for by the CITY in the conduct of its own
65 affairs.
66

67 2.1 FINANCE DEPARTMENT: The CITY agrees to provide financial services which
68 shall include, but not limited to, management of HBCRA fiscal accounts; investment of HBCRA
69 assets; accounting, including but not limited to, accounts receivables and payables and
70 interdepartmental billing of HBCRA utility accounts; monthly and annual reporting, including
71 annual CRA Audit and Comprehensive Annual Financial Report (CAFR); federal income and
72 social security wage tax reporting, sales tax report, if any, and other fiscal needs in accordance
73 with City Policies and Procedures related thereto. Assist with the preparation of the HBCRA
74 Annual Budget, which includes, but not limited to, entering the budget data into the
75 City's financial system and creating budgeting worksheets and reports, payroll budget,
76 Capital Improvement Projects forms, revenue budget forms, Schedule of Proposed Fee
77 Changes. Tracking HBCRA fixed assets in the City's financial system. Compute the tax
78 increment financing (TIF) amounts due from each taxing entity. Training staff on the use
79 of the City's financial system and budgeting policies.
80

81 2.2 CITY CLERK: The CITY, through the City Clerk's Office, shall provide the following
82 services to the HBCRA: prepare and distribute HBCRA agendas and record official
83 minutes of HBCRA Board of Directors; ensure that all applicable agenda items are
84 properly noticed and advertised in accordance with state regulations; attend all meetings
85 of the HBCRA Board of Directors and prepare the official minutes of said proceedings;
86 fulfill public records and lien search requests; process and transmit Ordinances and
87 Resolutions adopted by the HBCRA Board of Directors to appropriate agencies; maintain
88 roster and attendance records of the HBCRA Citizens Advisory Board; prepare and
89 maintain custody of all official Agency records and files; maintain custody of the Agency
90 seal; prepare and maintain the public record index system for HBCRA; oversee the
91 HBCRA records management, retention and destruction program in accordance with state
92 regulations. The City Clerk shall serve as the Clerk to the HBCRA Board.

93 2.3 HUMAN RESOURCES DEPARTMENT: The CITY agrees to provide Human
94 Resources Services which shall include, but not limited to, Insurance Benefits (Health, Dental,
95 Life, Supplemental Life, Aflac, Employee Assistance Program, Long Term Disability);

96 Retirement Benefits (401a, 457, Roth, Retirement Health Savings account); training; recruitment;
97 selection; labor relations; classification/wage studies. All employees of the HBCRA shall be
98 entitled to participate in all benefit programs afforded to City employees.
99

100 2.4 DEVELOPMENT SERVICES DEPARTMENT: The CITY shall, when requested
101 by the HBCRA, provide the services of the Development Services Department related to Planning
102 and Zoning as might be requested by HBCRA. Business Tax Receipts: assist HBCRA with
103 assemblage of information related to local businesses through the Business Tax Receipt
104 Information and surveys as might be requested from HBCRA from time to time, in accordance
105 with HBCRA's Economic Development Strategy. Building Division: assistance with Building
106 Division inspections, plans review, demolition activities and Unsafe Structures Board
107 proceedings.
108

109 2.5 PROCUREMENT DEPARTMENT: The CITY shall, when requested by
110 HBCRA, provide the services of the CITY's Procurement Department with respect to
111 purchasing services and goods necessary for the operation of HBCRA activities.
112 Services shall include, but not limited to, requisitions processing developed into purchase
113 orders; account authorization; creation and revision of vendor information; assistance
114 with the release and processing of formal Requests for Proposal (RFPs) and Bids;
115 Contract processing.
116

117 2.6 PUBLIC WORKS: The CITY shall, when requested by HBCRA, provide the
118 services of the CITY's Public Works Department with respect to design and construction
119 services, and project management services necessary for the operation of HBCRA
120 activities. When requested by HBCRA, the Streets Division will provide services such
121 as, but not limited to, asphalt repairs, signage, storm drainage upgrades, sidewalk
122 construction and/repairs, striping, installation of speed tables and other traffic calming
123 devices. When requested by the HBCRA, the Public Works Division will provide the
124 following services sanitation, grounds maintenance, landscaping, irrigation, vacant lot
125 upkeep, trash cleanup, lighting, vehicle maintenance, cleaning services.
126

127 2.7 INNOVATION TECHNOLOGY: The CITY shall, when requested by HBCRA,
128 provide the services of the CITY's Innovation Technology Department with respect to
129 Technical assistance for computer hardware and software, telecommunications support
130 for office and mobile communications, Internet access, and project management for
131 Innovation Technology systems. Following is a brief explanation on how services will be
132 provided: Help Desk support: help line to troubleshoot desktop problems, reset logons,
133 replace & configure computer equipment (computers, scanners, printers, etc.);
134 Application program support (Excel, Word, etc.); Office telephone system: set up phone
135 accounts; Email system: set up email accounts, user assistance, email archive of all
136 emails sent or received; Network services: logon, file server, file permission, file backup,
137 anti-spam system, antivirus; AS400 support and MUNIS Support: logon, access
138 permissions; Mobile device support: payment of bills; device troubleshooting; device
139 purchasing; Project Management support: (ex. assist in project definition and
140 specifications for a loan administration system, consultant liaison, etc.).
141

142 2.8 RENT: The HBCRA will recompense the CITY for costs associated with rental of
143 office space in the amount of sixteen thousand dollars two hundred and eighty dollars
144 (\$16,280.00) per year. These costs shall be inclusive of utilities, telephone (land lines)
145 and janitorial services.
146

147 2.9 The HBCRA may request the CITY to provide other special services on occasion
148 not initially set forth in this Agreement, subject to the CITY's consent.

149 ARTICLE 3

150 METHOD OF REIMBURSEMENT AND COMPENSATION

151
152
153
154 3.1 Reimbursement to CITY. In consideration of providing the services described in
155 Article 2 hereof by the CITY from October 1, 2016 through September 30, 201, the HBCRA will
156 compensate the CITY, to the extent funds of the HBCRA are budgeted and available and eligible
157 for payment in accordance with Section 163.387(6), Florida Statutes, the HBCRA's payment
158 obligations under this Agreement constitute an obligation to pay and indebtedness in accordance
159 with the Act.
160

161 3.2 Method of Payment. The parties agree that the HBCRA's obligation to compensate
162 the CITY pursuant to Section 3.1 hereinabove shall be made to the CITY in accordance with the
163 HBCRA approved budget. It is recognized and acknowledged that full compensation to the
164 CITY by the HBCRA may, during the term of this Agreement be waived, reduced, deferred or a
165 combination thereof. Provided, however, any outstanding payment or obligation not waived shall
166 be budgeted by the HBCRA and made available to the CITY prior to the termination of the Trust
167 Fund as provided in Chapter 163 of Florida Statutes. These payments will be made in full
168 through interagency fund transfer by December 31 of each year.
169

170 3.3 Annual Statement and Payment. The CITY shall prepare and present to the HBCRA
171 an annual statement in time for the preparation and submission of the HBCRA annual budget.
172 The annual statements shall reflect current year anticipated costs and all unpaid obligation from
173 prior periods. Any amounts contained in the approved HBCRA budget for payment to CITY
174 shall be paid by the HBCRA prior to September 30 of each year.
175

176 3.4 Reporting. The CITY shall maintain reports of the actual time spent on HBCRA
177 activities and provide said report to the HBCRA bi-annually in March and September of each
178 year.

179 ARTICLE 4

180 MISCELLANEOUS

181
182
183 4.1 Continued Cooperation. This Agreement assumes the close coordination and
184 cooperation between the HBCRA and essential CITY staff and CITY functions particularly
185 regarding financial administration, reporting and auditing; and administration and implementation
186 of the Plan and capital projects.
187

188 4.2 Term and Termination

189
190 4.2.1 This Agreement shall take effect October 1, 2016, and shall continue in effect until

191 either party seeks to renegotiate or terminate this Agreement.

192
193 4.2.2 This Agreement may be terminated by CITY or the HBCRA upon at least ninety
194 (90) days advance written notice to the other party. After termination of the Agreement, the
195 CITY shall transfer to the HBCRA copies of any documents, data, and information request by the
196 HBCRA related to the services accomplished herein. Regardless of the termination of this
197 Agreement, the HBCRA shall pay to the CITY any outstanding statement or statements for costs
198 incurred but not billed as of the termination date.

199
200 4.3 Records. CITY and HBCRA shall keep records and accounts which shall be available
201 at all reasonable times for examination and audit by HBCRA and shall be kept for a period after
202 the completion of all work to be performed pursuant to this Agreement, in compliance with
203 Florida State Record Retention Laws.

204
205 4.4 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights,
206 privileges and immunities of the CITY and HBCRA as set forth in Section 768.28, Florida
207 Statutes.

208
209 4.5 Independent Contractor. The CITY is an independent contractor under this
210 Agreement. Personal services provided by the CITY shall be by employees of the CITY and
211 subject to supervision by the CITY and not as officers, employees, or agents of the HBCRA.
212 Personnel policies, tax responsibilities, social security, health insurance, employee benefits,
213 purchasing policies and other similar administrative procedures applicable to services rendered
214 under this Agreement shall be those of the CITY.

215
216 4.6 Assignments and Amendments.

217
218 4.6.1 This Agreement or any interest herein, shall not be assigned, transferred or
219 otherwise encumbered, under any circumstances, by HBCRA or CITY, without the prior written
220 consent of the party.

221
222 4.6.2 It is further agreed that no modification, amendment or alteration in the terms or
223 conditions contained herein shall be effective unless contained in a written document executed
224 with the same formality and of equal dignity herewith, and approved by the City Commission and
225 the HBCRA Board of Directors.

226
227 4.7 Notice. Whenever any party desires to give notice unto any other party, it must be
228 given by written notice, sent by certified United States mail, with return receipt requested, or by
229 hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended
230 and remaining party, at the place last specified, and the places for giving of notice shall remain
231 such until they shall have been changed by written notice in compliance with the provisions of
232 this Article. For the present, the parties designate the following as the respective places for
233 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.
Gray Robinson, P.A.
Gray Robinson P A
333 SE 2nd Avenue, Suite 3200
Miami, FL 33131-2191

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.

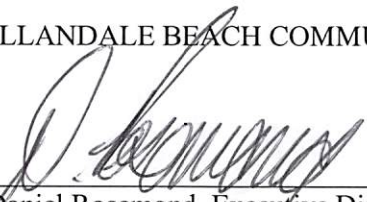
4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to the person or situations other than those as to which it shall have 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.

331 **IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement
332 on the respective dates under each signature: HALLANDALE BEACH COMMUNITY
333 REDEVELOPMENT AGENCY through its authorization to execute same by Board of Directors
334 on 22nd day of Sept, 20 16, and City of Hallandale, signing by and through its
335 City Manager duly authorized to execute same.
336


337
338
339 HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY
340

341
342
343 By 
344 Daniel Rosemond, Executive Director
345 Hallandale Beach Community
346 Redevelopment Agency
347

348
349
350
351 ATTEST:

352 
353
354
355 Mario Bataille, Board Clerk
356 Board Clerk to the Hallandale Beach
357 Board of Directors
358

359
360
361
362 APPROVED AS TO LEGAL SUFFIENCY
363 and FORM for the use and reliance of
364 Hallandale Beach Community Redevelopment
365 Agency
366

367 
368
369
370 Steven Zelkowitz, Esq. of
371 Gray Robinson, P.A.
372 HBCRA Attorney