

SERVICES AGREEMENT

THIS AGREEMENT, effective as of October 1, 2022, is made and entered into by and between the City of Fort Lauderdale, Florida, a municipal corporation (hereinafter referred to as "CITY" or "the CITY") and the Fort Lauderdale Community Redevelopment Agency, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "CRA").

WHEREAS, by enactment of Ordinance No. C-95-67 on December 5, 1995, the City Commission of the City of Fort Lauderdale, Florida, created a community redevelopment trust fund for the Northwest-Progresso-Flagler Heights Community Redevelopment Area ("NPF Area" or "NPF CRA") as authorized by Section 163.387, Florida Statutes; and

WHEREAS, the City Commission adopted a community redevelopment plan for the NPF Area pursuant to Resolution No. 95-170 adopted on November 7, 1995, as amended by Resolution No. 01-86 adopted on May 15, 2001, as amended by Resolution No. 02-183 adopted on November 5, 2002, as amended in 2013 by Resolution No. 13-137, as amended by Resolution No. 16-52 adopted on March 15, 2016 by the City Commission, as amended by Resolution No. 18-226 adopted on October 23, 2018 and as subsequently amended (the "NPF Plan"); and

WHEREAS, by enactment of Ordinance No. C-12-06 on April 12, 2012, the City Commission of the City of Fort Lauderdale, Florida, created a community redevelopment trust fund for the Middle River-South Middle River-Sunrise Boulevard Community Redevelopment Area (the "Central City Area" or "Central City CRA") as authorized by Section 163.387, Florida Statutes; and

WHEREAS, the City Commission adopted a community redevelopment plan for the Central City CRA on January 5, 2012, pursuant to Resolution No. 12-02 as amended on April 17, 2018, by Resolution No. 18-78 of the City Commission and as subsequently amended (the "Central City Plan"); and

WHEREAS, pursuant to Resolution No. 89-90 adopted April 18, 1989, Resolution No. 89-91 adopted April 18, 1989, Resolution No. 95-86 adopted June 20, 1995 and Resolution No. 10-108 adopted April 20, 2010, the City Commission designated itself as the head of the Community Redevelopment Agency for the NPF Area and the Central City Area to exercise the powers under the Community Redevelopment Act of 1969, as amended and codified as Part III, Chapter 163, Florida Statutes (the "Act"); and

WHEREAS, the CITY and the CRA are keenly interested in maintaining and revitalizing the NPF Area and the Central City Area as visibly attractive, economically viable, and socially desirable areas of the CITY; and

WHEREAS, the CITY has professional staff employed by CITY and may or has retained third party vendors which possess the appropriate skills, qualifications and experience to assist in implementing the NPF Plan and the Central City Plan; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, housing and community development, engineering, finance, law, purchasing, public works, transportation and mobility and planning, can be beneficially utilized in the planning and implementation the NPF Plan and the Central City Plan (collectively the “Plan”); and

WHEREAS, CITY is willing to make available to the CRA, 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 CRA agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 Recitals. That each WHEREAS clause set forth above is true and correct and incorporated in this Agreement by this reference.

1.2 CITY Approval. On March 8, 2023, the City Commission, by motion, authorized the proper CITY officials to execute this Agreement.

1.3 CRA Approval. On March 8, 2023, the CRA Commissioners by motion authorized the proper CRA officials to execute this Agreement.

ARTICLE 2

SERVICES

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

2.1 The CITY shall provide financial services which shall include, but not be limited to, management of CRA fiscal accounts, Budgets and Community Investment Plan, payroll, accounting, monthly and annual reporting, accounting for retirement benefits, contributions to retirement benefits, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with City policies and procedures related thereto. The Director of Finance of the CITY shall act as the CRA Finance Director and shall perform such duties as set forth in the By-Laws of the CRA.

2.2 The CITY shall provide legal, engineering, communications and planning services as necessary, to advise the CRA and to assist in the implementation of the Plan.

2.3 The CRA will be permitted to utilize the services of the CITY's Purchasing Division with respect to purchasing services and goods necessary for the operation of CRA activities.

2.4 The CRA will be permitted to utilize the services of the CITY's Public Works Department and Transportation and Mobility Department with respect to design services and construction services necessary for the operation of CRA activities, including capital projects and implementation of the Plan.

2.5 The CRA shall be permitted to use police services in the NPF Area to support its community policing initiative and to use information technology services, parks and recreation and fleet services of the City to assist in implementation of the Plan.

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

2.7 The City Manager and the Executive Director of the CRA has the discretion and authority to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's agreeing to do so.

2.8. The City may manage the third-party contracts of vendors or contractors retained to implement, construct, rehabilitate or complete projects under the Plan. Further, the City agrees to provide a list of third-party vendors providing services, goods or materials on behalf of the CRA and all invoices from or payments made to third party vendors must be pre-approved by the area managers of the respective CRA Area.

2.9. The City Manager, with the advice and consent of the Executive Director of the CRA, shall designate City employees, with the necessary skills and qualifications, to fill the positions and perform services on behalf of the CRA in accordance with the organizational chart attached hereto as Exhibit "A". The Executive Director of the CRA has the discretion to amend the organizational chart as necessary to efficiently and effectively manage and operate the CRA and shall advise the CRA board of changes to the organizational chart.

2.10. The CRA will be permitted to utilize the services of the CITY's Housing and Community Development (HCD) Division with respect to receiving, reviewing and processing homebuyer and homeowner applications in connection with NPF CRA residential incentives.

2.11. The CRA will be permitted to utilize continuing services contracts of the City, but only in connection with implementation of the Plan.

2.12. For matters coming before the CRA Board, each City department shall be responsible for preparing the Commission Agenda Memorandum.

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, as to the NPF CRA, the CRA will compensate the CITY, to the extent funds of the NPF CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes as consideration for services provided to the NPF CRA during fiscal years starting October 1, 2022 through the sunset date of the NPF CRA, and any extensions thereof, by the CITY or third party vendors, in accordance with the budget duly adopted by the City and the CRA for each fiscal year. In consideration of providing the services described in Article 2 hereof by the CITY, as to the Central City CRA, the CRA will compensate the CITY, to the extent funds of the Central City CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for services provided to the Central City CRA during fiscal years starting October 1, 2022 through the sunset date of the Central City CRA, and any extended terms, by the CITY or third party vendors, in accordance with the budget adopted by the City and the CRA for each fiscal year. The CRA's payment obligations under this Agreement constitute an obligation to pay indebtedness in accordance with the Act. Nothing herein shall be construed as an obligation of one community redevelopment area to pay for the indebtedness of another community redevelopment area. Each CRA shall reimburse City employees and third-party vendors only for services related to activities and work performed on behalf of the respective CRA and for no other work. It is hereby understood that tax increment revenue can be used only for activity in furtherance of the Plan.

3.2 Method of Payment. The parties agree that the CRA's obligation to compensate the CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the

approved budget for each area within the CRA. It is recognized and acknowledged that full compensation to the CITY by the CRA may, during the term of this Agreement be waived, reduced, deferred or a combination thereof. However, any outstanding payment obligation not waived shall be budgeted by each CRA and made available to the CITY prior to the termination of each trust fund as provided in Chapter 163 of the Florida Statutes.

3.3 Annual Statement and Payment. The CITY shall prepare and present to the CRA an annual statement in time for the preparation and submission of the NPF CRA and Central City CRA annual budgets. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved NPF CRA and Central City CRA budgets for payment to CITY shall be paid by the CRA prior to the end of each fiscal year.

ARTICLE 4
MISCELLANEOUS

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

4.2 Term and Termination.

4.2.1 Term. This Agreement shall take effect October 1, 2022, and shall continue in effect through the sunset date, and any extended terms of both CRAs, unless either party seeks to renegotiate or terminate this Agreement prior to said expiration date.

4.2.2 Termination. This Agreement may be terminated by CITY or the CRA upon at least thirty (30) days' advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services accomplished herein. Regardless of the termination of this Agreement, the CRA shall pay to the CITY any outstanding statements or statements for costs incurred but not billed as of the termination date.

4.3. Public Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

The City, each CRA and all contractors or subcontractors (the “Contractor”) engaging in services in connection with construction, operation and/or maintenance of activities under the Plan shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by either party in order to perform the services rendered.

(b) Upon request from either party’s custodian of public records, shall provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to either party for the duration of this Agreement and as to Contractor’s for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to the appropriate party.

(d) Upon completion of said construction, operation or maintenance of the activities under the Plan, transfer, at no cost, to the other party all public records in possession of said party or Contractor or keep and maintain public records required by either party to perform the service. If Contractor transfers all public records to the appropriate party upon completion of the construction, operation or maintenance of the activities under the Plan, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the activities under the Plan, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to either the CRA or the City, upon request from the other party’s custodian of public records, in a format that is compatible with the information technology systems of the other party.

If either party or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to either party or Contractor’s duty to provide public records relating to its contract, contact the City’s custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

4.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY or CRA as set forth in Section 768.28, Florida Statutes.

4.5 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY, but are deemed officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

4.6 Assignments and Amendments.

4.6.1 Assignment. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

4.6.2 Amendment. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality as this Agreement.

4.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the 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 of notice:

CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Fl 33301

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

CRA: Fort Lauderdale
Community Redevelopment Agency
914 NW Sixth Street, Suite 200
Fort Lauderdale, Fl 33311

Attention: Executive Director

With a copy to:

General Counsel
Fort Lauderdale Community Redevelopment Agency
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually 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 provisions 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 provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and 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 laws of the State of Florida with venue lying 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 understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings 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 any prior representation or agreements, whether oral or written.

4.12 Attorneys' Fees. In the event of any dispute or litigation between the parties arising under this Agreement, the non-prevailing party shall be responsible for all costs and expenses of the prevailing party, including reasonable attorneys' fees and court costs, at both trial and appellate levels.

4.13 Indemnification. Subject to the conditions and limitations of F.S. Section 768.28, as it may be amended from time to time, the CRA shall indemnify and hold harmless the City, its officials, agents and employees from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the acts or omissions of the CRA, its officials, employees and agents, including costs, attorneys' fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City or CRA

as set forth in Section 768.28, Florida Statutes. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death or damage to property, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The CRA further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, CRA shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that City shall retain the right to select counsel of its own choosing, subject to the CRA's approval which shall not be unreasonably withheld, conditioned or delayed.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

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

CITY OF FORT LAUDERDALE

Print Name

By _____
Dean J. Trantalis, Mayor

Print Name

By _____
Greg Chavarria, City Manager

ATTEST:

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim City Attorney

David R. Soloman, City Clerk

Lynn Solomon, Assistant City Attorney

WITNESSES:

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

Print Name

By _____
Dean J. Trantalis, Chair

Print Name

By _____
Greg Chavarria, Executive Director

APPROVED AS TO FORM:
D'Wayne M. Spence, Interim CRA General Counsel

ATTEST:

Lynn Solomon, Assistant General Counsel

David R. Soloman, CRA Secretary

Exhibit "A"

Community Redevelopment Agency Organizational Chart

Community Redevelopment Agency Organizational Chart FY 2023

