

724.12

SERVICES AGREEMENT

THIS IS AN AGREEMENT entered into on this 16 day of January, 1991 between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY",

and

FORT LAUDERDALE CENTRAL BEACH COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, hereinafter referred to as "CRA".

WHEREAS, pursuant to CITY Resolution Nos. 89-88 and 89-90, the City Commission of the CITY (the "Commission") created a community redevelopment area and designated itself to serve as the Central Beach Community Redevelopment Agency of the City (the "CRA") and exercise the powers under the Community Redevelopment Act of 1969, as amended and codified as Chapter 163, Part III, Florida Statutes (the "Act"); and

WHEREAS, on December 5, 1989, the City Commission adopted Ordinance No. C-89-132 creating and establishing the Redevelopment Trust Fund and providing for the deposit therein of tax increment revenues pursuant to Section 163.387, Florida Statutes; and

WHEREAS, pursuant to CITY Resolution No. 89-315 and the Act, the CRA and the City Commission have approved a Community Redevelopment Plan (the "Plan") for the community redevelopment area located in the central beach area of the CITY (the "CBCRA"); and

WHEREAS, deposits of "increment revenues" will not be required to be made by "taxing authorities" (as those terms are defined in the Act) to the Redevelopment Trust Fund until fiscal year 1990-91 and the CRA is, therefore, presently without funds and staff with which to operate and to carry out its activities, including the implementation of the Plan; and

WHEREAS, the CITY and the CRA are keenly interested in maintaining and revitalizing the CBCRA as a visibly attractive, economically viable, and socially desirable area which responds to and supports the needs and desire of all other parts of the CITY; and

WHEREAS, the CITY has professional staff employed by CITY;

and

WHEREAS, CITY staff time and expertise in administration, engineering, finance, law, 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 CRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and staff 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 herein incorporated by this reference.

1.2 CITY Approval. On May 15, 1990 the CITY, by motion, authorized the proper CITY officials to enter into this Agreement.

1.3 CRA Approval. On May 1, 1990 the CRA, by motion, authorized the proper CRA officials to enter into this Agreement.

ARTICLE 2

SERVICES

The CITY agrees to perform the following functions and duties in accordance with CRA By-Laws, and 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 administrative services which shall include, but not be limited to, the management and operation of the day-to-day affairs of the CRA. The City Manager or his designee shall act as the CRA Executive Director.

2.2 The CITY shall provide financial services which shall include, but not be limited to, management of CRA fiscal accounts, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs. The City Treasurer shall act as the CRA Treasurer.

2.3 The CITY shall provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.

2.4 The CITY shall provide legal, engineering and planning services to advise the CRA and to assist in the development of the Plan. The City Attorney or his designee shall act as the CRA attorney.

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

2.6 The CITY may make available public officials liability insurance and other forms of insurance deemed necessary by the CITY. Said insurance, whether provided through the CITY'S self-insurance program or separate independent carrier, to be determined at the sole discretion of the CITY.

2.7 The CRA may request the CITY to provide other special services on occasion not initially set forth in this Agreement.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 Reimbursement to CITY. For services described in Article 2 hereof and associated administrative costs incurred by the CITY commencing from March 31, 1987, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available, based on the actual costs incurred by the CITY and eligible for reimbursement in accordance with Section 163.387(6), Florida Statutes, and to the extent that future revenues of the CRA trust fund are sufficient to provide for the reimbursement.

3.2 Method of Reimbursement. The parties agree that the CRA'S obligation to reimburse CITY pursuant to Section 3.1 hereinabove shall be made to CITY in accordance with the CRA approved budget in accordance with the CRA By-Laws. It is recognized and acknowledged that full reimbursement to the CITY may, during the term of this Agreement be waived, reduced, deferred or a combination thereof, as determined each year in the CITY approval of the CRA budget. Provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the CITY prior to the termination of the trust fund as provided in Chapter 163 of the Florida Statutes.

3.3 Annual Statement, Billing and Payment. The CITY shall maintain records documenting actual eligible reimbursable costs for the preceding fiscal year. The CITY shall prepare and present to the CRA an annual statement in time for the preparation and submission of the CRA annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved CRA budget for payment to City shall be billed to the CRA at least quarterly during that fiscal year in which the obligation is budget and payable.

3.3.1 CRA shall make its payment to CITY within sixty (60) calendar days of receipt of proper invoice as provided above.

3.3.2 Payment will be made to CITY at:

City Treasurer
City of Fort Lauderdale
P.O. Drawer 14250
Fort Lauderdale, Florida 33302

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. This Agreement shall take effect retroactively to May 15, 1990 and shall continue in effect for seven (7) years from the effective date unless either party seeks to renegotiate or terminate this Agreement prior to said date.

4.2.2. 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.

4.3 Records. CITY and CRA shall keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CITY expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

4.4 Indemnification. To the extent permitted by law, the CRA shall indemnify and save harmless the CITY, its 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 work to be performed 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 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 and subject to supervision by the CITY, and not as 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. 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. 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 with the same formality and of equal dignity herewith.

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, 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
P. O. Drawer 14250
Fort Lauderdale, Florida 33302

CRA: Fort Lauderdale Central Beach Community
Redevelopment Agency
10 East Las Olas Circle
Fort Lauderdale, Florida 33316

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 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 law of the State of Florida with venue lying in Broward County, Florida.

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.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year written hereinbelow.

WITNESSES:

Robert O. Cox
Priscilla M. Royal
(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By [Signature]
Mayor

By George L. Hanbury, II
City Manager

ATTEST:

Kris L. Mills
City Clerk

Approved as to form:

Dennis E. Lee
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT O. COX, GEORGE L. HANBURY, II and KRIS L. MILLS, Mayor, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on February 16, 1991.



"OFFICIAL NOTARY SEAL"
PRISCILLA M. ROYAL
MY COM. EXP. 8/30/93.

Priscilla M. Royal
Notary Public
My Commission Expires 8/30/93

WITNESSES:

FORT LAUDERDALE CENTRAL BEACH
COMMUNITY REDEVELOPMENT AGENCY

Robert E. Cox

By [Signature]
Chairman

By James L. Handman, II
Executive Director

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert E. Cox and James L. Handman, II, as Chairman and Executive Director, respectively, of the FORT LAUDERDALE CENTRAL BEACH COMMUNITY REDEVELOPMENT AGENCY, a Community Redevelopment Agency, and acknowledged they executed the foregoing Agreement as the proper officials of the FORT LAUDERDALE CENTRAL BEACH COMMUNITY REDEVELOPMENT AGENCY for the use and purposes mentioned in it and that the instrument is the act and deed of that agency.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on January 16, 1991.



"OFFICIAL NOTARY SEAL"
PRISCILLA M. POWELL
MY COM. EXP. 11/11/93

Priscilla M. Powell
Notary Public
My Commission Expires: 8/30/93

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