

2019 ENHANCED SERVICES AGREEMENT

THIS 2019 ENHANCED SERVICES AGREEMENT (“2019 Agreement”), effective the ____ day of _____, 2018, is made and entered into by and between the City of Hollywood, Florida, a municipal corporation, and the Community Redevelopment Agency for the City of Hollywood, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes (collectively referred to as the “Parties”).

WHEREAS, on September 5, 1979, pursuant to Ordinance No. O-79-46 duly adopted by the City Commission (“Commission”) of the City of Hollywood, Florida (“CITY”), the Commission created a “community redevelopment agency” known as the City of Hollywood, Florida Community Redevelopment Agency (“CRA”), with the authority to transact business and exercise powers under and pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (together with other applicable provisions of law, referred to as the “Act”); and

WHEREAS, on January 22, 1986, pursuant to Ordinance No. O-86-02 duly adopted by the Commission, the Commission changed the composition of the Board of Commissioners (“Board”) of the CRA to a seven member board appointed by the Commission; and

WHEREAS, on March 6, 1991, pursuant to Ordinance No. O-91-12 duly adopted by the Commission, the Commission ordained that the members of the Commission should sit as the Board; and

WHEREAS, all the requirements of law have been complied with in the adoption of a redevelopment plan known as A Community Redevelopment Plan for the Central City Area originally adopted by the CITY on January 7, 1981, as amended, including as most recently amended on June 7, 1995 under the Act for a portion of the CITY as described in the redevelopment plan (the “Downtown Redevelopment Area”), and the creation and funding of a Redevelopment Trust Fund by the CITY in accordance with the Act; and

WHEREAS, on March 26, 1997, pursuant to Resolution No. R-97-119, the Commission expanded the geographic boundaries of the Community Redevelopment Area to include portions of the Beach area; and

WHEREAS, on June 25, 1997, pursuant to Ordinance No. O-97-26, the Commission amended the Community Redevelopment Plan to include the Hollywood Beach Redevelopment Area and the plans for that area; and

WHEREAS, all the requirements of law have been complied with in the adoption of a redevelopment plan known as the Hollywood Beach Redevelopment Plan, dated June 25, 1997 (together with the Central City Area plan collectively referred to as the “Redevelopment Plans”) under the Act for a portion of Hollywood Beach as described in the Hollywood Beach Redevelopment Plan (the “Beach Redevelopment Area”), and the creation and funding of a Redevelopment Trust Fund by the CITY in accordance with the Act; and

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

WHEREAS, under the Redevelopment Act, the CRA may contract with such other persons, public or private, as it deems necessary and appropriate for it to carry out its duties and responsibilities; and

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

WHEREAS, the CRA desires to engage the CITY to assist it in implementing and furthering the Redevelopment Plans by providing or causing to be provided certain redevelopment services and public improvements in the CRA Districts; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, engineering, architecture, finance, law, purchasing, fire suppression, emergency medical services, beach safety, community policing, code enforcement supervision, and public works, can be beneficially utilized in the planning and implementation of the Redevelopment Plans; and

WHEREAS, the CITY is willing to make available to the CRA, in accordance with the terms and conditions set forth in this 2019 Agreement, professional staff and administrative support; and

WHEREAS, effective _____, the Parties entered into an Enhanced Services Agreement setting forth the various responsibilities between them relating to the provision by the CITY of certain services, and desire to amend that Agreement to further delineate the provision of Code Enforcement services within the CRA Districts.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this 2019 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 2019 Agreement and to generally express the objective and intentions of the respective parties, the following statement, representations and explanation 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 2019 Agreement is based.

Recitals. That each “WHEREAS” clause set forth above is true and correct and are incorporated in this 2019 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 by the CITY in the conduct of its own affairs:

2.1 The CITY shall provide financial services including but not limited to management of CRA fiscal accounts, investment of CRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with applicable CITY Policies and Procedures. The CITY's Treasurer, through the Director of Financial Services, shall act as the CRA Treasurer.

2.2 The CITY shall, when requested by the CRA, provide personnel services which include but are not limited to staff recruitment, record retention with respect to personnel actions, and such other personnel services as may be needed.

2.3 The CITY shall provide legal services to advise the CRA and to assist in the implementation of the Redevelopment Plans.

2.4 The CRA will be permitted to utilize the services of the CITY's purchasing staff for purchasing services and goods necessary for the operation of CRA activities.

2.5 The CITY will provide the services of the City Clerk, records and archives, public relations, labor relations, IT and other administrative services as appropriate and needed.

2.6 The CITY will provide the CRA the services of the Development Services Department for design and engineering and construction services, as necessary for the operation of CRA activities.

2.7 The CITY shall provide the CRA the services of the Public Works Department for environmental services and facilities and streets maintenance, as necessary for the operation of CRA activities.

2.8 The CITY shall provide community policing services within the CRA Districts as well as services for special events held within the CRA Districts.

2.9 The CITY shall provide fire suppression and emergency medical services within the CRA Districts.

2.10 The CITY shall provide beach safety services along the beach and Broadwalk areas of the CRA Beach District.

2.11 The CITY may make available public officials liability insurance and other forms of insurance deemed appropriate by the CITY. Such coverage is to be determined at the sole discretion of the CITY.

2.12 **CODE INSPECTOR SERVICES:** The Parties recognize that the removal of visual slum and blight in the CRA Districts is a primary focus of CRA activities, consistent with the requirements of Florida law. In addition, the Parties understand that the Florida Legislature has enacted certain laws respecting what constitutes a “code inspector” for purposes of code enforcement functions. Specifically, pursuant to Section 162.04(2), Florida Statutes, a “code inspector” must be an employee or authorized agent of the CITY in order to issue citations and carry out the functions of a code inspector in Florida. As a result, the Parties agree that the CITY shall procure an independent third party to act as the CITY’s authorized agent to provide code inspector services, including all services required to take a matter from warning to violation and through the conclusion of the Special Magistrate process, and to at all times provide sufficient coverage of code inspector services for the Beach and Downtown CRA Districts to meet the enhanced and baseline levels of service equal to that throughout the non-CRA CITY districts. The CITY shall pay for the services of the independent third party, and the CRA shall reimburse the CITY for those services as set forth in this 2019 Agreement.

2.13 The CRA may request the CITY to provide other special services on occasion not initially set forth in this 2019 Agreement, subject to the CITY’s agreement to do so.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

3.1 **Reimbursement to CITY.** In consideration of providing the services described in Article 2 by the CITY, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, \$_____ paid from the Downtown CRA Trust Fund, and \$_____ paid from the Beach CRA Trust Fund as consideration for services provided to the CRA by the CITY during fiscal year 2019, and during each fiscal year thereafter unless and until modified under this 2019 Agreement. The CRA’s payment obligations under this 2019 Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

3.2 **Calculation of Payment.** The cost of services to be provided to the CRA Districts by the CITY is based upon the report prepared for the CRA entitled “Enhanced Services Review and Analysis,” dated April 14, 2016 and attached as “Exhibit A”, which includes an in-depth analysis of CITY services based upon research and departmental input. Also, it is understood by the Parties that the services to be provided are based upon the current organizational structure and support, and if that structure is changed, necessary adjustments to these calculations will be made. It is also agreed that this payment would increase by the CPI annually. It is also understood that funding for capital investments and related equipment must be justified in any given year and such funding will be subject to review at that time and mutually agreed upon by the CITY and the CRA.

3.3 Method Payment. The Parties agree that the CRA's obligation to compensate the CITY pursuant to Sections 2.1 through 2.13 shall be made to CITY in accordance with the CRA approved budget. It is recognized and acknowledged that full compensation to the CITY by the CRA may during the term of this 2019 Agreement be waived, reduced, deferred or a combination thereof. 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, Florida Statutes.

3.4 Annual Statement and Payment. Each 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 paid by the CRA prior to September 30th of each fiscal year.

3.5 Adjustment of Payment Amounts. If either party desires to review the amount to be paid under Section 3.1 of this 2019 Agreement, for any reason, the party should notify the other party no later than June 1st of the year prior to the year the proposed adjustment would go into effect. If such notice is given, the Parties shall meet as reasonably necessary to address the issues of the party proposing the adjustment.

ARTICLE 4

MISCELLANEOUS

4.1 Continued Cooperation—Financial and Administrative. This 2019 Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff and CITY functions particularly regarding financial administration, reporting, and auditing; code compliance; and administration and implement of the Redevelopment Plans and capital projects.

4.2 Continued Cooperation—Development Services Department: Architecture and Engineering Division (formerly known as Public Works: Architecture and Engineering). This 2019 Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a regular bi-weekly reporting system by CITY staff regarding their work on CRA projects and activities.

4.3 Continued Cooperation—Public Works: Environmental Services and Facilities and Streets. This 2019 Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a quarterly meeting between essential CITY and CRA staff for review of services.

4.4 Continued Cooperation—Fire Department. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a quarterly meeting between essential CITY and CRA staff for review of services provided by the Fire Department for fire suppression, emergency medical services and beach safety.

4.5 Continued Cooperation—Police Department. This 2019 Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a quarterly meeting between essential CITY and CRA staff for review of services provided by the policy department, particularly as it relates to community policing and special events services.

4.6 The above cooperation and coordination efforts are subject to modification at the request of the CRA as depending on the level of activity in any discipline.

4.7 Term and Termination

4.7.1 This 2019 Agreement shall take effect on the _____ day of _____, 2018, and shall continue in effect as long as either District of the CRA remains in existence. Should one District cease to exist before the other, either party may seek to renegotiate payment or terminate this 2019 Agreement as provided in Section 4.7.2.

4.7.2 This 2019 Agreement may be terminated by CITY or the CRA upon at least 30 days' advance written notice to the other party. After termination of the 2019 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 2019 Agreement, the CRA shall pay to the CITY any outstanding statements or statements for costs incurred but not billed as of the termination date.

4.8 Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three years after the completion of all work to be performed pursuant to this 2019 Agreement.

4.9 Sovereign Immunity. Nothing in this 2019 Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

4.10 Independent Contractor. The CITY is an independent contractor under this 2019 Agreement. Personnel services provided by the CITY shall be through employees and authorized agents of the CITY and subject to supervision by the CITY, and not as officers, employees (with the exception of code inspectors), 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 pursuant to this 2019 Agreement shall be those of the CITY.

4.11 Assignments and Amendments.

4.11.1 This 2019 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.

4.11.2 It is further agreed that no modification, amendment or alteration in the terms of conditions contained in this 2019 Agreement shall be effective unless contained in a written document executed with the same formality and with equal dignity.

4.11.3 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United State mail, 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 Hollywood
2600 Hollywood Boulevard, Room 419, Hollywood, FL 33020-4807
P. O. Box 229045, Hollywood, FL 33020-9045

With a copy to:

City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407, Hollywood, FL 33020-4807
P. O. Box 229045, Hollywood, FL 33020-9045

CRA: Executive Director, Community Redevelopment Agency
Community Redevelopment Agency for the City of Hollywood
1948 Harrison Street
P.O. Box 229045, Hollywood FL 33020-2980

With a copy to:

Board Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407, Hollywood, FL 33020-4807
P. O. Box 229045, Hollywood, FL 33020-9045

4.10.4 Binding Authority. Each person signing this 2019 Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 2019 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 obtained in this 2019 Agreement.

4.10.5 Severability. If any provision of this 2019 Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this 2019 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 affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.10.6 Governing Law. This 2019 Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County.

4.10.7 Entire Agreement. This 2019 Agreement embodies the entire agreement between the parties, and 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 understandings concerning the subject matter of that 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 THEREOF, the Parties have caused this 2019 Agreement to be executed as of the day and year first written above.

CITY OF HOLLYWOOD

By: _____
Josh Levy, Mayor

ATTEST:

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance of
the City of Hollywood only.

Douglas R. Gonzales
City Attorney

**CITY OF HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY**

By: _____
Josh Levy, Chairman

ATTEST:

Phyllis M. Lewis, Board Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for use and reliance of the
Community Redevelopment Agency only.

Douglas R. Gonzales, General Counsel