PROGRAM SPONSORSHIP
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this ____ day of _____, 2016, by and between the City of Riviera Beach, Florida, a municipal corporation existing under the laws of the State of Florida (the "City"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969, " authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.400, Florida Statutes, authorizes any public body, for the purposes of aiding in the carrying out of community redevelopment, to contribute funds to a municipality; and

WHEREAS, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the "Plan"); and

WHEREAS, the CRA has developed various programs initiatives for the implementation of the Plan and has requested that the City assist in funding the programs to provide consistency in program delivery; and

WHEREAS, the City finds that it is in the best interest of the City, the CRA, and the citizens of Riviera Beach and in furtherance of the Plan, to fund various programs as outlined in Exhibit "A"; and

WHEREAS, the City and the CRA agree to enter into this Interlocal Agreement to memorialize such agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

Section 1. The City hereby agrees to budget and provide funding to the CRA to assist in the program delivery for the Clean and Safe Program/Ambassador Program, the Small Business Loan Fund, the Neighborhood Services Program, and for Special Events. The amount of funding requested from October 1, 2015 through fiscal year 2018 is projected at approximately $1.3 million per year. The City agrees to budget and appropriate annually said amounts as set forth in Exhibit "A" said exhibit to be updated and approved by both parties from time to time, and agrees to make payment as forth herein.

Section 2. The City agrees to provide financial assistance to the CRA as follows. For fiscal year 2015-16, the City shall pay upon invoice but no later than June 15, 2016, $1,241,607. Thereafter, in accordance with Exhibit "A," the City shall pay on a yearly basis, upon invoice by the CRA but no later than February 28th, up to $1.3 million annually, which amount may be adjusted by the mutual consent of the Parties.

Section 3. If in any given year the City determines not to budget and appropriate such funds in the City's annual budget, the City shall notify the CRA in writing not later than August 1st of that year of its determination.

Section 4. All notices required under this Interlocal Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile, electronic delivery or hand delivery:

If to the CRA:

Tony Brown, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, Florida 33404

If to City:

Ruth C. Jones, City Manager
City of Riviera Beach
600 West Blue Heron Blvd.

Riviera Beach, FL 33404

Section 5. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Section 6. If any provision of this Interlocal Agreement or the application of any provision of this Interlocal Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Interlocal Agreement as intended by the parties, the remaining provisions of this Interlocal Agreement or the application of this Interlocal Agreement to other situations, shall continue in full force and effect.

Section 7. This Interlocal Agreement constitutes the entire agreement between the parties. Any modification to the Interlocal Agreement must be in writing and approved by both parties.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the date first above written.

ATTEST:

By: _____
Tony T. Brown
Executive Director

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Dawn Pardo
Chairperson

Approved as to form:

By: _____
J. Michael Haygood, Esq.
CRA Attorney

ATTEST:

By: _____
Claudene L. Anthony, CMC
City Clerk

CITY OF RIVIERA BEACH

By: _____
Thomas A. Masters
Mayor

Approved as to form:

By: _____
Pamala H. Ryan, B.C.S.
City Attorney

Date: _____