MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DANNY D. JONES, ACTING CITY MANAGER *D Jones*

DATE: SEPTEMBER 26, 2016

RE: MEMORANDUM DATED SEPTEMBER 2, 2016 FROM CITY ATTORNEY TO CITY MANAGER - (MOU) SOUTHEAST FLORIDA PUBLIC MARKET FAIR

For your information and review is a copy of a memorandum from the City Attorney to the City Manager regarding the proposed Memorandum of Understanding (MOU) with Southeast Florida Public Market Fair. This matter is on the September 27, 2016, City Council Workshop.

Thank you for your attention.

DDJ/dpm

Attachment

CITY OF RIVIERA BEACH • P.O. BOX 10682 • RIVIERA BEACH, FLORIDA 33419

CITY ATTORNEY'S OFFICE INTER-DEPARTMENTAL COMMUNICATION

MEMORANDUM

TO: RUTH C. JONES, CITY MANAGER

FROM: ANDREW DEGRAFFENREIDT, CITY ATTORNEY

DATE: SEPTEMBER 2, 2016

RE: (MOU) BETWEEN THE SOUTHEAST FLORIDA PUBLIC MARKET FAIR ASSOCIATION, INC., AND CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

Please find attached a proposed Public Private Partnership agreement between the City of Riviera Beach, City of Riviera Beach Community Redevelopment Agency and the Southeast Florida Public Market Fair Association (SFPMFA) that was presented to this office for legal review.

The agreement has been reviewed however there are a number of matters that need to be clarified such as a schedule of anticipated performances, a schedule for the SFPMFA to provide proof of any required licenses permits and regulatory approvals for the anticipated events; the expected fiscal contributions of all parties to event funding; the anticipated and available funds result from SFPMFA fundraising efforts; the scheduling of media event advertising and marketing The scheduling and availability of funds to be paid to the City of Riviera Beach and City of Riviera Beach Community Redevelopment Agency for event services and facilities and other matters relating to event performance not clearly addressed in the proposed agreement.

It is suggested that the appropriate staff (minimally Police, Public Works and Finance) review the agreement to determine the operational and fiscal impacts of this agreement prior to presentation for consideration by the City Council.

Thank you for your attention to this matter.

Attachments

AD:syj

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTHEAST FLORIDA PUBLIC MARKET FAIR ASSOCIATION, INC.
AND
THE CITY OF RIVIERA BEACH
AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

This Memorandum of Understanding (MOU), by and between the City of Riviera Beach (hereafter the "City") and the Riviera Beach Community Redevelopment Agency (hereafter the "CRA") and the Southeast Florida Public Market Fair Association, Inc. (hereafter the "SFPMFA"), is for the purpose of defining their responsibilities for the Annual Southeast Florida Public Market Fair.

RECITALS

WHEREAS, the SFPMFA is a not-for-profit fair association whose Articles of Incorporation are filed with the Florida Secretary of State's Office; and,

WHEREAS, the SFPMFA is an independent, community-based, non-profit corporation with tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, whose mission includes providing financial support and resources to our local community, businesses, fair participants, and fair sponsors by providing tax-exempt donation status for fundraisers; and,

WHEREAS, the SFPMFA is a fair association designated by the Department of Agriculture and Consumer Services under Chapter 616, F.S. (Public Fairs and Expositions) for the purpose of conducting and operating public fairs or expositions; and,

WHEREAS, the SFPMFA fosters and encourages family activities through the Fair; supplements resources for youth incentive awards such as 4H and FFA (Future Farmers of America); builds citizen engagement in supporting and enhancing the Fair; provides a support platform for funding designated gifts for specific Fair activities; supports programs that educate others on social values; and, develops and implements other programs or activities that support the missions and goals of the SFPMFA; and,

WHEREAS, the Southeast Florida Public Market Fair Association, Inc. (the "SFPMFA") established a Public Fair within Palm Beach County in 2013; and,

WHEREAS, Section 616.11, F.S., provides that the SFPMFA may enter into any contract, lease, or agreement with any municipality or county in the state or with the state or agency or subdivision of the state for the donation to or the use and occupation by the association of any land owned, leased, or held by the county or municipality or the state or agency or subdivision of the state during a time and on the terms approved by the county or municipality or the state or agency or subdivision, with the right of the association to use the property for public exposition purposes; and,

WHEREAS, Section 616.11 F.S. also provides that the mayor and city council of any municipality within the county may also make contributions of money, property, or services to fair associations to assist in carrying out the purposes of the association; and,

WHEREAS, the SFPMFA desires to hold a Fair in November 2016 and at least two fundraising events in support of the Fair at a site(s) located in Riviera Beach, Florida that are owned and/or controlled by the City of Riviera Beach or the Riviera Beach CRA; and,

WHEREAS, the SFPMFA wishes to receive support from the CRA in the planning and execution of its November 2016 Fair and its related fundraising events; and,

WHEREAS, the SFPMFA and the CRA wish to define the partnership between the respective entities and to work together within the community to establish and produce an annual Fair; and,

WHEREAS, in the interests of promoting public and community welfare, the CRA wishes to contribute to supporting the annual fair by donating both financial and in-kind resources and providing CRA owned and/or controlled land upon which the SFPMFA's annual Fair, and related fundraising activities, can be held;

NOW THEREFORE, the City and the CRA and the Southeast Florida Public Market Fair Association, Inc. agree to the following:

1. **Term:**

   The initial term of this Agreement shall be for one (1) year and commence upon the execution of this agreement. Thereafter, this agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement ninety (90) days prior to the renewal date, or unless the Parties otherwise mutually agree to terminate the agreement.

2. **The City of Rivera Beach Agrees to the Following:**

   a. The City intends to support the SFPMFA and its fundraising efforts, by attending certain events when possible and by other legally permissible means as appropriate.

   b. Subject to annual budgeting and appropriation, the City intends, to the best of its fiscal ability, to contribute funds to SFPMFA in support of its mission to provide community events that celebrate Florida arts and culture.

   c. The City agrees, upon advance notice and approval, to provide the following support for the Southeast Florida Fair at no cost to the SFPMFA:

i. The use of the Riviera Beach Marina Bicentennial Park and Event Center Lease (via timely facility request prepared and submitted by the SFPMFA) as permitted by the Community Redevelopment Agency's Guidelines and Regulations on the dates specified in Attachments A and B.
ii. As determined by the City of Riviera Beach, the following may be provided:
    (1) Police Department for security, police detail for parking lot, site security, and traffic control; and Police detail; as determined by the City of Riviera Beach
    (2) Fire Department – EMT services; as determined by the City of Riviera Beach.
    (3) The City of Riviera Beach (or the CRA, as appropriate) will provide the SFPMFA Coordinator and staff with one (1) small, dedicated office, preferably at the Marina Event Center, near event operations, event vendors, etc.

d. Provide access to Parks & Recreation Facilitates (via facility request prepared and submitted by the SFPMFA) for community events, gatherings, etc.

e. The City of Riviera Beach will coordinate with the Riviera Beach Community Redevelopment Agency, to the best of its ability, to provide the services described under this Memorandum of Understanding.

3. **The Rivera Beach Community Redevelopment Agency Agrees to the Following:**

a. The CRA intends to support the SFPMFA and its fundraising efforts, by attending certain events when possible and by other legally permissible means as appropriate.

b. Subject to annual budgeting and appropriation, the CRA intends, to the best of its fiscal ability, to contribute funds to SFPMFA in support of its mission to provide community events that celebrate Florida arts and culture.

c. The CRA agrees to provide the following support for the Southeast Florida Fair at no cost to the SFPMFA, with the assistance and prior approval of the City of Riviera Beach, as required:

i. The use of Riviera Beach Marina Bicentennial Park and Event Center Lease (via facility request prepared and submitted by the SFPMFA) as permitted by the Community Redevelopment Agency's Guidelines and Regulations on the dates specified in Attachments A and B.
ii. Provide the required fencing for outdoor concert events.
iii. Provide the required staging for outdoor concert events.

iv. Provide an offsite parking plan including the parking lots at 22nd/Broadway, Wells Recreation, and overflow parking (Viking/CRA lot).
v. Work with the City to provide bus transportation as needed for off-site parking for large scale events, and the annual fair.
vi. Make available the following utilities and equipment: existing electrical supply, water, phone lines, PA system, park benches, picnic tables, trash and recycling receptacles. Additional equipment may be provided, as required. These utilities and equipment will be made available on the dates specified in Attachments A and B.
vii. As determined by the CRA and the City, the following may be provided:
(1) Police Department for security, police detail for parking lot, site security, and traffic control; and Police detail; as determined by the City of Riviera Beach and the CRA.
(2) Fire Department - EMT services; as determined by the City of Riviera Beach and the CRA.
(3) The CRA (or the City of Riviera Beach, as appropriate) will provide the SFPMFA Coordinator and staff with one (1) small, dedicated office, preferably at the Marina Event Center, near event operations, event vendors, etc.

d. Work with the City to provide access City facilities (via facility request prepared and submitted by the SFPMFA) for community events, gatherings, etc.

e. The Riviera Beach Community Redevelopment Agency will coordinate with the City, as required, to the best of its ability, to provide the services described under this Memorandum of Understanding.

4. **<u>The Southeast Florida Public Market Fair Association Agrees to the Following:</u>**

a. The SFPMFA intends to raise funds through various means of soliciting donations to cover Fair operating costs as mutually agreed to on an annual basis and to help finance various activities or facilities in support of the Southeast Florida Public Market Fair.

b. The SFPMFA agrees to pay the CRA and the City of Riviera Beach for the following services and/or use of facilities:

i. All necessary permitting fees, including Building Permit and Certificate of Occupancy for outdoor tents and any additional permits desired by City departments.
ii. Sound and Lighting equipment for outdoor entertainment.
iii. Facility repair and replacement for any damages/impairments to the City facilities necessitated by the SFPMFA use of the premises.
iv. Clean up and dispose of trash in available receptacles after use of facilities.

c. Work with Riviera Beach based artists, businesses, and community and civic groups to showcase local organizations as appropriate.

d. Meet the insurance requirements specified by the CRA and/or the City.

e. Invest all net income from the annual Fair into SFPMFA, its programming and management.

f. Provide the CRA with accounting and financial reporting in compliance with the provisions of Chapter 616, F.S.

5. **Financial terms:**

a. Each party to this MOU will pay for all costs associated with carrying out its respective responsibilities as listed in this MOU, with the exception of costs the CRA agrees to pay in Section 3(c) and costs SFPMFA agree to pay in Section 4(b) of this MOU. The parties agree that neither party shall be required to pay the other party any monies as a result of any other services rendered under this MOU.

b. Payments between the parties will be made within thirty (30) days of the invoice date.

c. Disputes regarding bills should be brought to the attention of the City Manager, the CRA Executive Director and SFPMFA President. If a bill is disputed, payment must be made for any undisputed amounts. Payments may be held only for disputed portions of a bill.

6. **Costs and Reports**

SFPMFA will provide the City and the CRA with the Event Budget for outdoor concert events and the 2016 Fair budget, as required by Chapter 616, F.S., at least 90 days prior to the outdoor concert event and the fair.

7. **Notice**

Any notice to be given between the parties by this Memorandum of Understanding shall be given as follows:

To:	Southeast Florida Public Market Fair Association, Inc.
Contact Person:	Shelby Lowe, President
Address:	P.O. Box 9654 Riviera Beach, Florida 33419-9654
Phone:	561-436-2641
To:	City of Riviera Beach
Contact Person:	Ruth C. Jones, City Manager, 600 West Blue Heron Blvd. Riviera Beach, Florida 33404
Phone:	561-845-4131
To:	Riviera Beach Community Redevelopment Agency Contact Person: Scott Evans, Interim Executive Director 2001 Broadway, Suite 300 Riviera Beach, FL 33404 561-844-3408

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

CITY OF RIVIERA BEACH

BY: _____
Ruth C. Jones, City Manager

CITY OF RIVIERA BEACH COMMUNITY REDEVLOPMENT AGENCY

BY: _____
Scott Evans, Interim Executive Director

SOUTHEAST FLORIDA PUBLIC MARKET FAIR ASSOCIATION, INC.

BY: _____

Attachment A:
Concert Dates and Schedule for 2016

SFPMFA Concert Series Fundraising dates for 2016 have been established. For all subsequent years, the Southeast Florida Public Market Fair Association must consult with the City of Riviera Beach and the Community Redevelopment Agency in advance of confirming concert dates. Factors such as construction and other considerations must be taken into account when selecting fundraising and Fair dates.

Concert Date(s) and Schedule

	Indoor Hours	Outdoor Hours
Saturday, September 24, 2016	3 p.m. - 10 p.m.	3 p.m. - 10 p.m.

Areas of the Riviera Beach Marina Event Center and Bicentennial Park grounds, as specified in Section 2 of the Memorandum of Understanding, will be made available from Tuesday, September 20, 2016 at 10:00 a.m. until Monday, September 26, 2016 until 5:00 p.m.

The utilities and equipment specified in Section 2 will be made available from Friday, September 23, 2016 at 8:00 a.m. until Monday, September 26, 2016 until 5:00 p.m.

As determined by the City of Riviera Beach, the following may be provided if costs and need permits:

1. Police Department for security, police detail for parking lot, site security, and traffic control.
2. Fire Department - EMT services as determined by the City of Riviera Beach.

Attachment B:

Fair Dates and Schedule for 2016

Fair dates for years 2016 have been established. For all subsequent years, the Southeast Florida Public Market Fair Association must consult with The City of Riviera Beach and the Community Redevelopment Agency at least 90 days in advance of confirming Fair dates. Factors such as construction and other considerations must be taken into account when selecting Fair dates.

2016 Fair Date and Schedule

	Indoor Hours	Outdoor Hours
Thursday, November 3, 2016	TBD	5 p.m. - 10 p.m.
Friday, November 4, 2016	TBD	2 p.m. - 11 p.m.
Saturday, November 5, 2016	TBD	10 a.m. - 11 p.m.
Sunday, November 6, 2016	TBD	11 a.m. - 10 p.m.

Areas of the Riviera Beach Marina Event Center and Bicentennial Park grounds as specified in Section 2 of the Memorandum of Understanding will be made available from Tuesday, November 1, 2016 at 10:00 a.m. until Monday, November 7, 2016 until 5:00 p.m.

The utilities and equipment specified in Section 2 of the Memorandum of Understanding will be made available from Tuesday, November 1, 2016 at 10:00 a.m. until Monday, November 7, 2016 until 5:00 p.m.

As determined by the City of Riviera Beach, the City may provide a Police Department honor guard for the Fair opening ceremonies on Friday, November 4, 2016 from 6-7 p.m.