

RESOLUTION NO 3172-16

A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE OVIEDO COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SAVINGS, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, discussions have occurred relative to the use of an Interlocal Agreement between the Oviedo Community Redevelopment Agency (CRA) and the City of Oviedo to clearly articulate the relationship between the two (2) distinct organizations; and

WHEREAS, benefits of executing such an Interlocal Agreement include the acknowledgement of the independence and interdependence of the two (2) separate legal entities and the clear identification of shared activities, collaborative projects and shared resources; and

WHEREAS, items addressed in the Interlocal Agreement include the use of shared resources and staff, collaboration on projects, purchasing protocols, and reimbursement mechanisms; and

WHEREAS, such an Interlocal Agreement will address how the City and the CRA coordinate the CRA budget with the City's budget and clarify what CRA TIF funds may be used for; and

WHEREAS, similar Interlocal Agreements have been utilized elsewhere by CRA's together with their respective municipalities; and

WHEREAS, the Interlocal Agreement provided in Exhibit 1 was approved by the Oviedo CRA at its April 4, 2016, meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals/Findings Adopted. The above recitals (whereas clauses) are hereby adopted by the City Council of the City of Oviedo and made a substantive part of this Resolution. The City has taken all appropriate and required action necessary to the processing and approval of this Resolution.

SECTION 2. Approval of Interlocal Agreement. The City Council approves the Interlocal Agreement with the Oviedo Community Redevelopment Agency provided in Exhibit 1.

SECTION 3. Authorization to Execute Agreement. The City Council authorizes the Mayor to execute the Interlocal Agreement provided in Exhibit 1.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and the Oviedo CRA Executive Director are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent. The City Council authorizes the City Manager to execute memorandums of understanding/agreement with the Oviedo CRA.

SECTION 5. Savings. All prior actions of the City relative to the City's Community Redevelopment Agency., and any and all associated or related matters, are hereby ratified and affirmed.

SECTION 6. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney may be corrected.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of April, A.D., 2016.

DOMINIC PERSAMPIERE
MAYOR of the City of Oviedo, Florida

ATTEST:

BARBARA J. BARBOUR
CITY CLERK

EXHIBIT 1

INTERGOVERNMENTAL/INTERAGENCY AGREEMENT BETWEEN THE CITY OF OVIEDO AND THE OVIEDO COMMUNITY REDEVELOPMENT AGENCY (CRA) RELATING TO CRA OPERATIONS AND FUNDING OF PROJECTS

This Intergovernmental/Interagency Agreement, is made and entered into this 4th day of April, 2016, *nunc pro tunc* to the effective date of the existence of the Community Redevelopment Agency referenced below, by and between the City of Oviedo, a political subdivision of the State of Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereinafter referred to as the "CITY") and the Oviedo Community Redevelopment Agency, whose establishment was authorized pursuant to Part III, Chapter 163, *Florida Statutes*, and at the further authorized by CITY Ordinances No. 1496, No. 1510 (and prior enactments) and by City Resolutions 1836-08 and 2215-10 and the Seminole County Resolutions hereinafter referenced, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereinafter referred to as "CRA").

WITNESSETH

Whereas, Section 163.410, *Florida Statutes*, permits a delegation of community redevelopment powers to be made by the Government of Seminole County, acting through its Board of County Commissioners, as the governing body of a home rule county, to the CITY subject to such conditions and limitations as Seminole County may impose; and

Whereas, the City Council of the CITY requested that Seminole County delegate to the CITY, pursuant to Section 163.410, *Florida Statutes*, the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, *Florida Statutes*, such powers to specifically include the power to create a community redevelopment agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights, and authority as a governing body serving as a community redevelopment agency pursuant to Part III, Chapter 163, *Florida Statutes*; and

Whereas, the Board of County Commissioners of Seminole County delegated authority to the CITY for the establishment, expansion and operation of a community redevelopment agency through the adoption of Seminole County Resolution Number 2010-R-231; and

Whereas, by means of the enactment of CITY Ordinance No. 1496 (and prior enactments) the City Council of the CITY created the CRA; and

Whereas, the City Council of the CITY and the CRA desire to cooperate and collaborate in the funding and implementation of numerous projects and activities; and

Whereas, the City Council of the CITY has authorized and instructed CITY staff to function as staff to the CRA while recognizing the CRA's legal status as a separate legal entity and the CRA has accepted the relationship with CITY staff; and

Whereas, the intent of this Intergovernmental/Interagency Agreement is to memorialize the understandings relative to the day-to-day operations of the CRA with the assistance of the CITY while also providing an expeditious means of facilitating the funding and implementation

of numerous projects and activities in which both the City and the CRA are interested and involved; and

Whereas, the CITY and the CRA desire to cooperate, among other things, with regard to accomplishing the revitalization and redevelopment of the Oviedo Community Redevelopment Area for the benefit of the citizens of the CITY and Seminole County utilizing the anticipated CRA annual *ad valorem* tax increment revenues deposited in the Community Redevelopment Trust Fund in accordance with the Community Redevelopment Plan; and

Whereas, the projects and activities of the CRA are of benefit to the citizens of the CITY and Seminole County and serve an essential public purpose; and

Whereas, the CITY possesses human and other resources and has the ability to provide services to the CRA that would benefit the CRA's operation if utilized cooperatively; and

Whereas, the CITY and the CRA find and declare that it is in the best interest of the public and of both agencies for the parties to share certain resources in a cooperative manner; and

Whereas, this Intergovernmental/Interagency Agreement serves a public purpose and is authorized pursuant to the provisions of Chapters 163 and 166, *Florida Statutes*, and other applicable law.

Now, therefore, in consideration of the premises and the promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by both parties, the CITY and the CRA agree as follows.

Section 1. Recitals. The above recitals are true and correct and form a material part of this Intergovernmental/Interagency Agreement upon which the CITY and the CRA have relied.

Section 2. Term. This Intergovernmental/Interagency Agreement shall become effective upon approval by the governing bodies of the CITY and the CRA and shall remain in effect for an indefinite period subject to termination by either the CITY or the CRA by providing the non-terminating no less than ninety (90) days advance written notice. In any event, this Intergovernmental/Interagency Agreement shall terminate upon the delegation of community redevelopment powers from Seminole County terminating.

Section 3. Collaboration; Memorandums of Understanding.

(a) The CITY and the CRA recognize that while they are two separate legal, governmental entities, it is feasible and cost efficient for the two parties to share certain employees, facilities, services, and systems. Specific arrangements for the cooperative sharing of resources shall be approved by the City Manager of the CITY prior to implementation.

(b) The CRA agrees to reimburse the CITY for all CITY employee utilization, services, space, and equipment at rates to be determined by the City Manager of the CITY which reimbursement shall occur past sums that were incurred by the CITY for the benefit of the CRA.

(c) The Purchasing Department of the CITY shall provide procurement services to the CRA, pursuant to the laws, rules, policies, and procedures as established by the controlling laws of the State of Florida, the CITY's Purchasing Policies and Procedures, and all other legal requirements applicable to procurement. The CRA agrees to utilize the CITY's procurement system for all of its procurement needs. The CITY's Purchasing Manager shall also be and sever as the Chief Procurement Officer for the CRA.

(d) The CITY consents for the CITY's Finance Director to serve as Treasurer of the CRA. The CRA shall use the CITY's financial software for all of its procurement purposes.

(e) The CITY shall permit its existing master agreement and contracts to be utilized by the CRA pursuant to the provisions of Section 287.056, *Florida Statutes*, and as the terms and conditions of these agreements and controlling State law may permit.

(f) Each party to this Intergovernmental/Interagency Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Intergovernmental/Interagency Agreement of that party and the officers, employees, and agents thereof.

(g) The waiver of a provision herein by either the CITY or the CRA shall not constitute the further waiver of said provision or the waiver of any other provision.

(h) The CITY and the CRA shall collaborate on various projects and activities by means of the execution of memorandums of understanding between the City Manager of the CITY, or designee, and the Executive Director of the CRA as authorized by the City Council of the CITY and the CRA, respectively.

Section 4. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for positive dialogue and communications if disputes or disagreements arise as to the interpretation or implementation of this Intergovernmental/Interagency Agreement and agree to comply with the alternative dispute resolution processes set forth in any interlocal or other pertinent agreement relating to said subject and in effect within Seminole County.

Section 5. Force Majeure. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner, due to a hurricane, flood, tornado, or other Act of God or *force majeure*, then said party shall not be in default hereunder.

Section 6. Binding Effect. This Intergovernmental/Interagency Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties.

Section 7. Assignment. This Intergovernmental/Interagency Agreement shall not be assigned by either party without the prior written approval of the other.

Section 8. Public Records. The CITY and the CRA shall allow public access to all documents, papers, letters or other materials that have been made or received by the CRA in conjunction with this Intergovernmental/Interagency Agreement.

Section 9. Records And Audits. The CRA shall maintain in its place of business any and all books, documents, papers and other evidence pertaining to work performed under this Intergovernmental/Interagency Agreement. Such records shall be available at the CRA's place of business at all reasonable times during the term of this Intergovernmental/Interagency Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law and generally accepted accounting and auditing principles.

Section 10. Notices.

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

For the CITY: City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CRA: Community Redevelopment Agency Chairman
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

With a copy to: Community Redevelopment Agency Executive Director
1615 Edgewater Drive, Suite 180
Orlando, Florida 32804

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices, reports or invoices. All notices shall be effective upon receipt.

Section 11. Indemnification. The CITY and the CRA further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of CITY and CRA beyond the waiver provided for in Section 768.28, *Florida Statutes*.

Section 12. Conflict Of Interest. The CITY and the CRA further agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Intergovernmental/Interagency Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 13. Equal Opportunity Employment. The CRA agrees that it will not discriminate against any contractor, employee or applicant for employment or work under this Intergovernmental/Interagency Agreement because or on account of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: retention; award of contracts; employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, and the prohibition of sexual harassment.

Section 14. Compliance With Laws And Regulations. In performing under this Intergovernmental/Interagency Agreement, the CITY and the CRA shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Intergovernmental/Interagency Agreement, and shall entitle the non-violating party to terminate this Intergovernmental/Interagency Agreement immediately upon delivery of written notice of termination to the violating party.

Section 15. Employee Status.

(a) Persons employed or retained by the CRA in the performance of services and functions pursuant to this Intergovernmental/Interagency Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(b) The CRA assumes total and plenary responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and Federal, State and local employment taxes, if any, attributable to CRA personnel and agrees to indemnify and hold the CITY harmless from any responsibility for same. The CRA also agrees to place this provision in all contracts and agreements with its agents and contractors pertaining to the any project of the CRA such that its agents and contractors shall assume all such liability and shall indemnify and hold the CRA and the CITY harmless from any and all such costs and liability.

Section 16. Headings. All sections and description headings in this Intergovernmental/Interagency Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 17. Entire Agreement. This Intergovernmental/Interagency Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. Any alterations, amendments, deletions, or waivers of the provisions of this Intergovernmental/Interagency Agreement shall be valid only when expressed in writing and duly signed by the CITY and the CRA.

Section 18. Counterparts. This Intergovernmental/Interagency Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

In Witness Whereof, the parties hereto have caused this Intergovernmental/Interagency Agreement to be executed on the days and year first below written.

Attest:

CRA

John M. Jones, AICP, CRP
CRA Executive Director

By: _____
Stephen Schenck, CRA Chairman

Date: _____

Approved as to form and
legal sufficiency.

Lonnie Groot, Esquire
CRA Attorney

Attest:

CITY

Barbara Barbour, City Clerk

By: _____
Dominic Persampiere, Mayor

Date: _____

For the use and reliance
of City of Oviedo only.
Approved as to form and
legal sufficiency.

Lonnie Groot, Esquire
City Attorney