

8. A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING MODIFICATIONS TO THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) APPROVED BY THE UTILITY DISTRICT FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.




Florida's Dynamic  
Waterfront Community

# RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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## MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:** Tony T. Brown  
Executive Director, CRA 

**DATE:** October 1, 2012

**CC:** J. Michael Haygood, Interim General Counsel  
Louis C. Aurigemma, P.E., Utility District Executive Director  
Ruth Jones, City Manager

**SUBJECT:** Resolution of the Agency to Approve an updated Interlocal Agreement between the CRA and the Utility District for design, surveying and construction management for burial of overhead utilities within the Broadway Corridor and Marine District South area.

### Summary & Request for Board Action:

On August 29, 2012 the Agency approved the Interlocal Agreement with the Utility District to expand the Utility Districts work within the US-1/Broadway to include design, surveying and construction management for burial of overhead utilities on both sides of the Broadway Corridor and within the Marine District South area. The project will include installation of underground conduit within the Broadway Corridor. The Agreement provides \$189,928 in funding for work to be completed in accordance with the scope of services (Exhibit A) with the Utility District Engineer Chen & Associates.

On September 19, 2012, the Utility District approved the Interlocal Agreement between the CRA and the District by Resolution 12-12UD. (attached) The District amended the agreement to clarify the funding mechanism for the Agreement and providing additional legal language for indemnification and providing for the option of termination.

The Resolution approves the revised Interlocal Agreement consistent with the Agreement approved by the Utility District on September 19, 2012.

### Background

The CRA has budgeted \$1,931,000 for the burial of overhead utility lines within the Broadway Corridor. The funding for the Utility District will be from this line item and thus the fiscal impact was planned and budgeted. In order to attempt to accomplish this first phase of the project (design and construction of underground conduit & easement surveying) the CRA must act quickly to engage the project coordination, design assistance and construction oversight

professionals to coordinate the project with overhead Utility providers including Florida Power & Light, AT&T, Comcast and the Florida Department of Transportation. The Utility District is ideally positioned to assist the CRA with this task. They already have a Joint Participation Agreement approved with FDOT to construct new water and sewer lines within the planned US-1 reconstruction project. The District has been extremely helpful in agreeing to attempt to expand their planned work within the Broadway (US-1) corridor to include the underground conduit and surveying work. Additional coordination and approvals from Florida Power & Light and the other utility companies will be required to accomplish the conduit installation, however this is the best opportunity to start the multi-phased overhead utility burial project. The Agency continues to work with project consultant Tony Newbold who is assisting with Utility Coordination, and will be specifically working with the business and property owners along Broadway during the various phases of the project as well as working with Florida Power Light as their underground components (most complex) of the overall project will progress independently from AT&T, Comcast and other overhead utility providers.

**Fiscal Impact:**

The 2012 Budget includes \$1,931,000 in funding from the BBT loan, for the Utility Burial Project along US-1 within the CRA. Costs expended thus far include FPL preliminary design estimate of \$9,221., and a contract for project coordination with Tony Newbold for \$9,900. (Tony Newbold services through December 2012). The project has a balance of \$1,911,879. available to fund this contract.

**Recommendation**

CRA Staff recommend approval of the Resolution authorizing the Updated Interlocal Agreement with the Utility District and providing \$189,928 in funding for the design, surveying and oversight of underground conduit installation portion of the project. The Utility District Board will be required to review and approve both the Interlocal Agreement and the scope of services (Exhibit A) with the Utility District's consulting engineer to complete the design, coordination and survey work accordingly.

RESOLUTION NO. 2012-\_\_

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING MODIFICATIONS TO THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) APPROVED BY THE UTILITY DISTRICT FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the Commissioners of the Agency previously approved an Interlocal Agreement (the "Agreement") with the Utility District in order to expand their planned work within the US-1 corridor to accommodate the burial of overhead utility lines including design and oversight of the installation of underground conduit; and

**WHEREAS**, the Commissioners of the Utility District approve certain modifications to the Agreement which the staff of the Agency finds to be acceptable and recommends to the Commissioners of the Agency that it accepts which does not change the amount of the Interlocal.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

SECTION 1. The Agency hereby approves the attached modified Interlocal Agreement between the City of Riviera Beach Utility District and the Riviera Beach Community Redevelopment Agency.

SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

SECTION 3. This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this 10<sup>TH</sup> day of October, 2012.

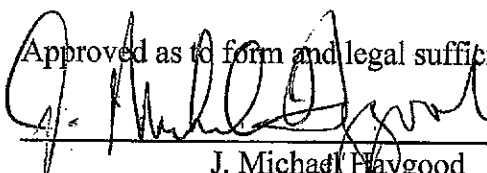
[Signatures on following page]

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

ATTEST:

By: \_\_\_\_\_  
Name: BILLIE E. BROOKS  
Title: Chairperson

\_\_\_\_\_  
Executive Director

Approved as to form and legal sufficiency  


MOTION BY: \_\_\_\_\_

J. Michael Haygood  
Date 10/8/2012  
J. Michael Haygood, PA  
General Counsel to CRA

SECONDED BY: \_\_\_\_\_

- B. BROOKS \_\_\_\_\_
- D. PARDO \_\_\_\_\_
- C. THOMAS \_\_\_\_\_
- S. LOWE \_\_\_\_\_
- J. DAVIS \_\_\_\_\_

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein 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**, the CRA has budgeted \$1,931,100 for the burial of overhead utility lines within the Broadway Corridor; and

**WHEREAS**, the CRA, desires to work with existing overhead utility providers to install underground conduit for burial of overhead utility lines during the Florida Department of Transportation roadway reconstruction scheduled for the Broadway Corridor starting in August 2012 and extending through December 2014; and

**WHEREAS**, the Utility District has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

**WHEREAS**, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the Utility District who is already coordinating an approved existing project within the roadway improvement; and

**WHEREAS**, the CRA desires to contract with the Utility District in order to expand the DISTRICT's planned water and sewer work within the corridor to install underground conduit for the future burial of overhead utility lines; and

**WHEREAS**, the CRA recognizes that the utility burial project is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the opportunity to realize

potentially significant time and cost savings by installing the utility conduit during the roadway reconstruction project; and

**WHEREAS**, the CRA desires to provide funding for project management, coordination, engineering design, easement surveying & construction oversight; and

**WHEREAS**, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately 1.9 million dollars (\$1.9 million).

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants set forth, the DISTRICT and the CRA do hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and hereby made a part of this Agreement.

**Section 2. Purpose.** The purpose of this Agreement is to provide for the design and project coordination for the installation of underground conduit within the Broadway (US-1) Corridor by the DISTRICT starting at 11<sup>th</sup> street and proceeding north towards the project limits (Blue Heron Boulevard) (hereinafter "project"). The final northern project limits to be determined by Florida Power and Light, the DISTRICT, and the CRA in consideration of available budgets and existing constraints of the roadway reconstruction project.

**Section 3. Payment.** The Executive Director of the CRA is hereby authorized to provide \$189,928 to the DISTRICT for project management, coordination, design, easement surveying and construction oversight by the DISTRICT's consulting engineer as provided by the Scope of Services in Exhibit A, attached hereto. Payment of \$189,928. shall be made by the CRA to the DISTRICT upon execution of this agreement. Payments shall be made by the DISTRICT to the consulting engineer following invoice approval by the CRA. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

Additional funding for construction will be required by the CRA to implement the underground installation and may be provided by future amendments to this Agreement. Should this project result in an increase in the overall cost of the roadway reconstruction project of the Broadway Corridor, then the CRA agrees to pay the City and/or DISTRICT the increased amount that is attributable to the this project.

**Section 4. Management and Control.** The DISTRICT shall manage and control the first phase of the project described above, and shall coordinate with the CRA regarding all aspects of the project. The DISTRICT shall utilize the Scope of Services attached in Exhibit A, or obtain approval of the CRA Executive Director for any material changes before finalizing the proposed contract with the DISTRICT's consulting engineer to complete the project. The CRA must agree to fund any additional work.

**Section 5. Notice.** For the purposes of this Agreement, the DISTRICT's representative shall be the DISTRICT staff Engineer and the CRA's representative shall be the CRA Planning and Development Director. All notices should be sent to their attention.

**Section 6. Indemnification.** The CRA agrees to protect, defend, reimburse, indemnify and hold the DISTRICT, its agents, employees and representatives harmless at all times from and against any and all claims, liability, expenses of every kind and character against and from the DISTRICT which may arise out of this Agreement. Nothing contained in this Agreement shall be deemed consent by the CRA or the DISTRICT to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

**Section 7. Termination.** This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. CRA shall be obligated to pay the DISTRICT for all work completed up to the date of termination pursuant to this paragraph.

**Section 8. Severability.** Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

**Section 9. Entirety of Agreement.** This Agreement and attachments represent the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

**Section 10. Effective Date and Filing.** . This Agreement shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT. Thereafter, the CRA shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

By: \_\_\_\_\_  
BILLIE BROOKS  
CHAIRPERSON

ATTEST:  
(SEAL)

By: \_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
DISTRICT CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
PAMALA H. RYAN  
DISTRICT ATTORNEY

By: \_\_\_\_\_  
LOUIS C. AURIGEMMA, P.E.  
DISTRICT UTILITY DIRECTOR

DATE: \_\_\_\_\_

ATTEST:

**RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

BY: \_\_\_\_\_  
TONY T. BROWN  
EXECUTIVE DIRECTOR

BY: \_\_\_\_\_  
NAME: BILLIE BROOKS  
CHAIRPERSON

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
J. MICHAEL HAYGOOD  
CRA ATTORNEY

RESOLUTION NO. 12-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein 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**, the UTILITY DISTRICT has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

**WHEREAS**, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the UTILITY DISTRICT who is already coordinating an approved existing project within the roadway improvement; and

**WHEREAS**, the CRA desires to contract with the UTILITY DISTRICT in order to expand the DISTRICT's planned work within the US-1 corridor to accommodate the burial of overhead utility lines including design and oversight of the installation of underground conduit; and

**WHEREAS**, the UTILITY DISTRICT and the CRA recognizes that the process is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the need to mobilize our efforts quickly to integrate the burial efforts with the FDOT roadway reconstruction project; and

**WHEREAS**, the CRA desires to provide funding for project management, coordination, design, easement surveying & construction oversight in accordance with Exhibit A of the Interlocal Agreement; and

**WHEREAS**, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately \$1.9 million; and

**WHEREAS**, the Community Redevelopment Agency approved Resolution 2012-31 approving the Interlocal Agreement on August 29, 2012.

**NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the UTILITY SPECIAL DISTRICT Board hereby approves the attached Interlocal Agreement.

**SECTION 2:** That the Interim DISTRICT Finance Director is authorized to set up an Account for the project, which will be funded by the CRA.

**SECTION 3:** Payment of \$189,928 shall be made by the CRA to the DISTRICT upon execution of this Agreement. Payments shall be made by the DISTRICT to the consulting engineer within thirty (30) days following invoice approval. Invoice approval by the CRA shall be made within fifteen (15) days upon receipt from the DISTRICT. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

**SECTION 4:** The Chair and Executive Director of the UTILITY DISTRICT are hereby authorized to execute the attached Interlocal Agreement.


**SECTION 5:** This Resolution shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT.

**PASSED AND APPROVED this 19<sup>th</sup> day of SEPTEMBER, 2012.**


RESOLUTION NO. 12-12UD  
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UTILITY SPECIAL DISTRICT


APPROVED:

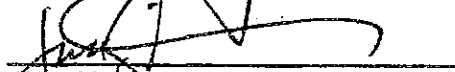
  
BILLIE E. BROOKS  
CHAIRWOMAN

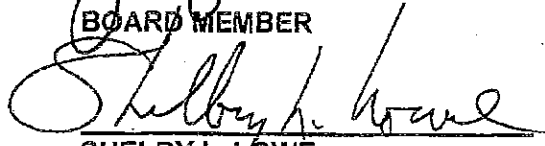
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

  
DAWN S. PARDO  
VICE CHAIRPERSON

  
CEDRICK A. THOMAS  
BOARD MEMBER

  
JUDY L. DAVIS  
BOARD MEMBER

  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

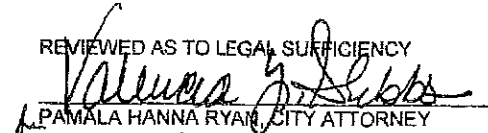
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/18/12

DATE: \_\_\_\_\_