



CRA BOARD MEETING OF: January 10, 2017

Consent Agenda	Old Business	New Business	Legal	Information Only
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AGENDA ITEM: XIV.E.

SUBJECT: Review and Discussion of ILA for the Funding of the Neighborhood Sustainability – Community Standards Outreach Coordinator

SUMMARY: At the August 17, 2016 CRA budget meeting, the CRA Board voted to fund a Community Standards Outreach Coordinator position as part of the CRA's Clean & Safe Program. This position is part of the Community Standards division of the City of Boynton Beach, which reports to the Fire Department. The position will be dedicated solely to the Community Redevelopment Area. The proposed ILA, Program Description, Budget and Organizational Chart are attached. The attached has been reviewed by both the City and CRA Legal counsel. The goals of the Program and Position for FY 2016-2017 are:

- Understand the CRA Redevelopment Plans and goals.
- Have a working knowledge of CRA grants and programs.
- Meet with the CRA Executive Director twice a month.
- Assist in establishing goals which are SMART (Specific, Measurable, Attainable, Realistic, & Timebound)
- Engage residents and business owners.
- Provide emphasis on responsible community code enforcement.
- Implement special initiatives to resolve neighborhood specific solutions to comply with City Codes, State Laws, and Regulations.
- Provide CRA residents and businesses with solution-oriented issue resolutions.
- Assist with public education and violation prevention within the CRA Redevelopment area.
- Identify specific problems within the CRA Redevelopment area and help with the coordination of CRA resources and other City services to resolve violation issues.
- Personnel assigned to this function shall work a minimum of 40 hours a week. Thirty of these hours will be spent in the community, building relationships, collecting information and providing resources and information to residents and business owners who seek to promote positive change within their neighborhood. Specific emphasis should be given to those actions which will contribute to the attainment of the goals established with Community Standards Program within the CRA Redevelopment area.

In addition:

- Personnel assigned to this function will be furnished with equipment as specified in the budget for FY2016-2017, provided such equipment does not violate statutory designated expenditures.



- CRA staff shall be informed of the Neighborhood Sustainability, Community Standards Outreach Coordinator's hours on a regular basis.
- The CRA shall be provided with an organizational chart of the Community Standards department.
- The CRA shall be provided a quarterly written report outlining the following:
 - Hours worked by the CRA Community Standards Outreach Coordinator
 - Activities undertaken to achieve the goals of the Program
 - Relevant statistics for the reporting period.
- At the end of the fiscal year, the Community Standards Department shall provide a written report summarizing the goals achieved along with a statistical report and associated map. Included in the report shall be recommendations for Program changes for the next fiscal year.
- Funding for the Program shall be appropriated annually at the discretion of the CRA Board.
- CRA Board approved funding for the Program, Fiscal year 2016-17, shall be in the amount of \$134,000 as described in the agreement.

If approved by both Boards, the City and CRA will enter into an Interlocal Agreement for the reimbursement of Program eligible and direct expenses incurred by the City. The City shall invoice the CRA each quarter for direct program expenses while the Program is operational not to exceed the approved funding.

While the CRA will provide funding to support this program, operational and supervisory control remains with the City's Community Standards Department

FISCAL IMPACT: \$134,000 – FY 2016-2017 Budget, line item: 02-58500-461

CRA PLAN/PROJECT/PROGRAM: 2016 Boynton Beach Community Redevelopment Plan

CRAAB RECOMMENDATION:

CRA BOARD MOTION/OPTIONS: Approve the ILA for the Neighborhood Sustainability, Community Standards Outreach Coordinator Program.

Michael Simon, Interim Executive Director

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH
AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR THE FUNDING OF THE NEIGHBORHOOD SUSTAINABILITY –
COMMUNITY STANDARDS OUTREACH COORDINATOR**

THIS AGREEMENT is made this ____ day of _____, 2017 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, (“City”), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, (“CRA”) (individually and collectively, the “Party” or “Parties”).

W I T N E S S E T H:

WHEREAS, the CRA’s Neighborhood Sustainability, Community Standards Program (“Program”) is intended to improve the quality of life for area residents and to increase private investment within the Community Redevelopment Area (“Redevelopment Area”) by ensuring customers receive a high level of service, customer accessibility, timely communications, effective outreach, education and problem resolution with the goal of strengthening the relationship with residents and business community and ensuring the highest level of customer satisfaction with respect to the provisions of the City and ordinances and policies, including those specific to the Redevelopment Area; and

WHEREAS, the goal of the CRA’s Redevelopment Plan is the elimination of slum and blighted conditions in the Redevelopment Area is; and

WHEREAS, the Program has jurisdiction within the Redevelopment Area; and

WHEREAS, the City desires to provide the CRA with the management for the Program under the terms of the Program shown in Exhibit “A;” and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA’s funds to implement a portion of the Program that specifically serves the Redevelopment Area is consistent with the Community Redevelopment Plan and Florida Statutes; and

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial economic impact of the Program, the CRA and the City find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the residents and business owners of the City, including those within the Redevelopment Area;

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

1. **Recitals.** The recitals set forth above are hereby incorporated herein.
2. **Obligations of the CRA.** The CRA shall provide funding to the City in the maximum amount of One Hundred Thirty Four Thousand and 00/100 Dollars (\$134,000.00), for the Program to be used for reimbursement of the costs associated with employing and equipping one Community Standards Outreach Coordinator specifically dedicated to the Redevelopment Area (“Coordinator”), as further described in Exhibit “A.” Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses related to the Coordinator In order to be deemed complete, the written request from the City for payment must include all payroll and program documentation, a copy of the Coordinator’s work schedule, and copies of receipts indicating the amount and the purpose for the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.
3. **Obligations of the City.** On a quarterly basis, the City shall provide a report to the CRA regarding the Program as it was implemented within the Redevelopment Area for that quarter. The report shall detail the activities of the Coordinator for that quarter and all other information Exhibit “A” states will be contained the quarterly report.

4. The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Coordinator or the Program. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

5. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2017 (“Termination Date”). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for this Agreement in the subsequent fiscal year’s budget . Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party’s right to terminate this Agreement in accordance with other provisions in this Agreement.

6. **Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

7. **Filing.** The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

8. **Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. . Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

9. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

10. **Compliance with Laws.** The City and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

11. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

12. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable..

13. **Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

14. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

15. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

CRA: Michael Simon, Interim Executive Director
Boynton Beach CRA
710 N. Federal Highway
Boynton Beach, Florida 33435

Copies To: James A. Cherof
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

16. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to

any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

17. **Interpretation.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

IN WITNESS WHEREOF, the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

Judith Pyle, City Clerk

By: _____
Steven B. Grant, Mayor

Approved as to Form:

(SEAL)

Office of the City Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

Office of the CRA Attorney

By: _____
Steven B. Grant, Chair

EXHIBIT A



BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY NEIGHBORHOOD SUSTAINABILITY, COMMUNITY STANDARDS OUTREACH PROGRAM 2016-2017

Community Standard Outreach Program Defined

The Neighborhood Sustainability, Community Standards Program is designed to assist the public, including private residents and business owners, to ensure customers within the Community Redevelopment Area receive a high level of service, customer accessibility, timely communications, effective outreach, education and problem resolution with the goal of strengthening the relationship between the City of Boynton Beach Community Standards Department and residents and business community to ensure the highest level of education, outreach and satisfaction with respect to the provisions of the City of Boynton Beach code of ordinances and policies.

A major goal of the Neighborhood Sustainability, Community Standards Outreach Program is to cultivate high levels of mutual trust, understanding and respect between the CRA Community Standards Outreach Coordinator and the residents and business within the Community Redevelopment Area. In order to achieve this, it is necessary that the Community Standards Outreach Coordinator develop relationships which transcend the confines of ordinary community standards activities and instead focuses upon building sustainable problem solving partnerships.

Additionally, building problem solving partnerships and substantive relationships with invested members of the community will lead to a greater understanding of some of the challenges members of the public and businesses face and will help the Community Standards Outreach Coordinator garner unique insights which might aid in addressing these challenges. This program is designed to help effectively integrate the assigned Community Standards Outreach Coordinator into the fabric of the CRA community.

Reducing slum and blight and improving the quality of life within the Community Redevelopment Area requires the development of these types of productive and meaningful relationships between citizens and representatives of their local government.

Neighborhood Sustainability, Community Standards personnel are postured to serve as a catalyst to an array of CRA and City services, community resources and organizations which can aid those in need as they work to better their circumstances and work in concert with other community partners to confront the challenges they identify within the community.

Boynton Beach Community Redevelopment
“Neighborhood Sustainability, Community Standards Outreach Program”

The City of Boynton Beach Community Standards Department shall make all necessary efforts to achieve the following CRA Program Goals and Activities. The assigned CRA Community Standards Outreach Coordinator will, in addition to the Essential Function of the job description:

- Understand the CRA Redevelopment Plans and goals.
- Have a working knowledge of CRA grants and programs.
- Meet with the CRA Executive Director twice a month.
- Assist in establishing goals which are SMART (Specific, Measurable, Attainable, Realistic, & Timebound)
- Engage residents and business owners.
- Provide emphasis on responsible community code enforcement.
- Implement special initiatives to resolve neighborhood-specific solutions to comply with City Codes, State Laws, and Regulations.
- Provide CRA residents and businesses with solution-oriented issue resolutions.
- Assist with public education and violation prevention within the Community Redevelopment Area.
- Identify specific problems within the Community Redevelopment Area and help with the coordination of CRA resources and other City services to resolve violation issues.
- Work a minimum of 40 hours a week. Thirty of these hours will be spent in the community, building relationships, collecting information and providing resources and information to residents and business owners who seek to promote positive change within their neighborhood. Specific emphasis should be given to those actions which will contribute to the attainment of the goals established with Community Standards Program within the Community Redevelopment Area.

Further, the CRA and the City agree:

- Personnel assigned to this function will be furnished with equipment as specified in the budget for FY2016-2017, provided such equipment does not violate statutory designated expenditures.

- CRA staff shall be informed of the Neighborhood Sustainability, Community Standards Outreach Coordinator's hours on a regular basis.
- The CRA shall be provided with an organizational chart of the Community Standards department.
- The CRA shall be provided a quarterly written report outlining the following:
 - Hours worked by the CRA Community Standards Outreach Coordinator
 - Activities undertaken to achieve the goals of the Program
 - Relevant statistics for the reporting period.
- At the end of the fiscal year, the Community Standards Department shall provide a written report summarizing the goals achieved along with a statistical report and associated map. Included in the report shall be recommendations for Neighborhood Sustainability, Community Standards Program changes for the next fiscal year.
- Funding for the Neighborhood Sustainability, Community Standards Program shall be appropriated annually at the discretion of the CRA Board.
- The CRA Board approved funding for the Neighborhood Sustainability, Community Standards Program for Fiscal year 2016-17 shall be in the amount of \$134,000 as described in Attachment I to this Exhibit, which is hereby incorporated as if fully set forth herein.
- This document may be incorporated as an Exhibit to an Interlocal Agreement between the City and the CRA for the reimbursement of certain eligible and direct expenses incurred by the City associated with the Neighborhood Sustainability, Community Standards Program. The City shall invoice the CRA each quarter for direct program expenses while the Neighborhood Sustainability, Community Standards Program is operational, not to exceed the approved funding.
- While the CRA will provide funding to support this program, operational and supervisory control remains with the City's Community Standards Department.

ATTACHMENT 1

CRA Neighborhood Sustainability - Code Enforcement- FY 2016-2017				
Category	Quantity	Actual Cost per Unit	Subtotal	Notes
Personnel				
Neighborhood Outreach Coordinator	1	\$68,000.00	\$68,000	Salary, Education Incentive Pension-32.24% Healthcare, Dental, Vision, Fica
Neighborhood Outreach Coord-Pension	1	\$21,925.00	\$21,925	
Neighborhood Outreach Benefits	1	\$13,800.00	\$13,800	
			\$103,725	Personnel Costs Total
Equipment				
Laptop	1	\$1,500.00	\$1,500	
Vehicle	1	\$25,000.00	\$25,000	
Radio	1	\$2,500.00	\$2,500	
			\$29,000	Equipment Costs Total
Office Expenses				
Cell Phones Service Plan	1	\$675.00	\$675	
	1	\$0.00	\$0	
	1	\$0.00	\$0	
	1	\$0.00	\$0	
	1	\$0.00	\$0	
			\$675	Office Expenses Total
Total Proposed Program Expenses			\$133,400	

Contingency \$600.00

Total \$134,000

ILA Amount for FY 16-17 \$ 134,000

NOTE: All amounts provided by City Finance Department for FY 2016-2017

**CITY OF BOYNTON BEACH
BUDGET YEAR 2016-2017
PERSONNEL ALLOCATION**

ATTACHMENT 1

DEPARTMENT: Fire
DIVISION: Community Standards

FUND: 001
DEPT. NO.: 2211

Position Title	Position Number	Pay Grade	2014/15 Actual	2015/16 Actual	2016/17 Inc/(Dec)	2016/17 Requested	2016/17 Proposed
Full-Time Positions:							
Community Standards Director		39	0.0	0.0	1.0	1.0	1.0
Community Standards Supervisor		23	0.0	0.0	1.0	1.0	1.0
Community Standards Outreach Coordinator*		20	0.0	0.0	3.0	3.0	3.0
Unspecified Personnel **			7.0	7.0	(2.0)	5.0	5.0
Community Standards Specialist I	11792	14	*	*	*	*	*
Community Standards Specialist II	11752	16	*	*	*	*	*
Community Standards Specialist III	11762	18	*	*	*	*	*
Code Compliance Coordinator	11729	20	1.0	1.0	(1.0)	0.0	0.0
Community Standards Associate		12	3.0	3.0	0.0	3.0	3.0
Fire Marshal	15009	34	1.0	1.0	(1.0)	0.0	0.0
Deputy Fire Marshal		32	0.0	0.0	1.0	1.0	1.0
Fire Protection Engineer	00023	23	1.0	1.0	0.0	1.0	1.0
Fire Inspector	15272	17	1.0	1.0	0.0	1.0	1.0
Assistant Fire Marshal	15252	19	4.0	4.0	0.0	4.0	4.0
Administrative Assistant	00259	14	1.0	1.0	0.0	1.0	1.0
Business Compliance Officer		16	0.0	0.0	1.0	1.0	1.0
Total Personnel:			19.0	19.0	3.0	22.0	22.0

* One (1) outreach coordinator position reimbursed by CRA
 ** An unspecified number of positions not to exceed 6 will be allowed.
 ** One (1) community standards specialist position transferred from Solid Waste (Fund 431)
 This division was merged with the Police Administrative Services division in FY 14/15 & FY 15/16.

BUDGET YEAR 2016-2017
ORGANIZATIONAL CHART

ATTACHMENT 1

DEPARTMENT: Fire
DIVISION: Community Standards

FUND: 001
DEPT. NO.: 2211

