

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH,
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY,
AND THE PORT OF PALM BEACH**

THIS INTERLOCAL AGREEMENT, effective as of this 13th day of NOVEMBER 1996, by and between **THE CITY OF RIVIERA BEACH**, a Florida municipal corporation having an address c/o City Manager, City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter referred to as "CITY"), the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a political subdivision of the City of Riviera Beach and the State of Florida, created in accordance with Chapter 163, Florida Statutes, having an address c/o Executive Director, Riviera Beach Community Redevelopment Agency, 22 West 22nd Street, Riviera Beach, Florida, 33404 (hereinafter referred to as the "CRA"), and the **PORT OF PALM BEACH DISTRICT**, a political subdivision of the State of Florida, organized and existing under, and by virtue of Chapter 70:1, Laws of Florida, Acts of 1915, as amended, having an address at 4 East Port Road, Suite 500, Riviera Beach, Florida 33404 (hereinafter referred to as the "PORT").

WHEREAS, the CITY is a municipal corporation located in Palm Beach County, Florida; and

WHEREAS, the CITY has created a CRA, in accordance with Chapter 163, Florida Statutes, and the PORT is located within the jurisdictional boundaries for that agency; and

WHEREAS, the PORT is an independent special taxing district, and political subdivision of the State of Florida, that owns and operates a maritime port terminal located within the jurisdiction of the CITY; and

WHEREAS, a Master Plan has been prepared by the PORT and has been determined to adequately meet the requirements of subsections (a)-(k) of Florida Statutes 163.3178 by the State of Florida, Department of Community Affairs; and

WHEREAS, the CITY is required by Chapter 163, Florida Statutes, to adopt a comprehensive plan and implement land development regulations; and

WHEREAS, because the PORT recognizes that its operations significantly effect the CITY, the PORT agrees to use its best efforts to encourage new tenants or users of the PORT to look to the CITY for employees and for the acquisition of provisions, goods and services, etc.; and

WHEREAS, the parties hereto desire to facilitate the approvals of construction projects within the PORT area and evidence certain commitments governing the relationship between the CITY, the CRA, and the PORT henceforth.

NOW, THEREFORE, the CITY, the CRA, and the PORT hereby agree as follows:

1. **PORT AREA:** For the purpose of this Agreement, the term "Port Area" is defined as that property owned by the PORT within the municipal boundaries of the CITY as indicated by the attached map, Exhibit "A." The Port Area may be enlarged, decreased, or otherwise modified by the PORT from time to time as an amendment to the Port's MP and the CITY's Comprehensive Land Use Plan.

2. **JURISDICTION OF CITY:**

(a) **Comprehensive Plan.** The parties hereto agree that the CITY, in the exercise of its responsibilities under Florida Statute 163.3177, and in order to provide the consistency required by Florida Statute 163.3177(9)c, ratifies, accepts and approves the existing Master Plan (the "MP") of the PORT, under date of February 15, 1995. The CITY agrees to incorporate the MP, without change or modification, into the CITY's Comprehensive Plan as an element of that plan, as soon as possible after the Effective Date of this Agreement. The CITY agrees that there can be no changes to the PORT's MP as a component to the CITY's Comprehensive Plan without the consent of the PORT. The PORT, pursuant to law, shall periodically review, update and publish amendments to or revise its MP and incorporate in such updates any property acquired by the PORT since the prior amendment. At least thirty (30) days prior to adoption, the PORT agrees to submit to the CITY such proposed revisions or amendments for the CITY's review and comment.

(b) **Land Use and Zoning.** The CITY agrees, as soon as possible after the Effective Date of this Agreement, to designate the Port Area with the "Port" land-use designation on the Future Land Use Map in the CITY's Comprehensive Plan. The CITY also agrees, as soon as possible after the Effective Date of this Agreement, to zone the Port Area IG - General Industrial, and to incorporate the specific list of permitted uses for the Port Area in the IG - General Industrial zoning classification as set forth in Exhibit "B" hereto. Any similar use not listed in Exhibit "B" shall also be considered to be a permitted use. Because of the nature of uses involved and the variety of arrangement of uses in the Port Area, broad "Property Development Standards" can not be satisfactorily specified. For these reasons, and to assure efficient functioning and effective public service, the uses and site plans for new development, improvements or operations in the Port Area shall be subject only to administrative and technical review by City staff and CRA staff, as outlined in paragraph 2(c) below. Review or approval by the Riviera Beach City Council or the Riviera Beach CRA shall not be required.

(c) **Site Plan Approvals.** The CITY and CRA hereby delegate site plan approval for all permitted uses within the Port Area to the PORT. The CITY staff and CRA

staff shall prepare a technical review and present a non-binding recommendation to the PORT regarding all proposed site plans for new uses in the Port Area.

(d) General Facility Building Permits and Inspections. All construction of general facilities in the Port Area, which is defined as all construction activity other than the construction of Maritime Facilities (see paragraph 2(e) below), shall require a CITY Building Permit and CITY inspections. CITY Building Permit fees and Impact Fees for construction activities of general facilities in the Port Area shall be in accordance with duly adopted rules, regulations and ordinances of the CITY, and shall be due and payable to the CITY by the owner of such general facilities, prior to the issuance of the Building Permit by the CITY. CITY Building Permit fees shall be waived for any proposed development within the Port Area that, as of the Effective Date of this Agreement, is out for bid or under construction. CITY water and sewer impact fees shall remain payable by all new development that impacts the CITY's water and sewer systems.

(e) Maritime Facility Building Permits. For all Maritime Facility Construction Activity in the Port Area, the CITY will promptly issue a Building Permit, upon submission to it of an affidavit by a Florida-registered engineer retained by the PORT for the design of such facility. The CITY shall have the right to periodically inspect the construction of buildings by the PORT during the course of construction, to confirm that such construction is being performed in accordance with the aforesaid design of the engineer retained by the PORT. Upon completion of construction and inspections, the City Building Official shall promptly issue the Certificate of Completion and Occupancy.

For the purposes of this Agreement, Maritime Facility is defined as a facility that is related to the marine cargo handling operations, cargo and passenger loading and unloading (including the proposed cruise terminal facility), ship docking, piers, channels, anchorage areas, jettys, breakwaters, harbors, canals, locks, tidal and turning basins, wharves, berths, docks, quays, slips, bulkheads, public landings, marine railways, refueling, weigh stations, terminal railways, and other facilities compatible with water transportation.

3. PORT EXPANSION: The PORT agrees that it will not expand the Port Area beyond 10th Street on the west side of U.S. Highway One, or beyond the southern boundaries of 11th Street on the east side of U.S. Highway One, without the consent of the CITY. However, the PORT will not be prevented from proposing the inclusion of the Spencer tract at the northeast corner of U.S. Highway One and 11th Street right-of-way in the Port Area, for the purposes of alignment of access road and intersection improvements.

4. MUNICIPAL SERVICES:

(a) It is understood that the CITY is not required to provide any special or extraordinary services to the PORT which is not otherwise provided to the public or private property owners, except shipboard firefighting. It is agreed that the CITY is not required to train any of its personnel in any department, or to purchase or otherwise acquire the use of

any specific personal property to accommodate the special needs, if any, of the PORT. Except for the shipboard fire fighting training to be paid for by the PORT, the PORT shall take all CITY services as the CITY deems necessary to fulfill its obligations. The CITY has no special capabilities regarding hazardous materials or wastes. In the event additional expenses to the City become necessary, the PORT shall pay for training and equipment necessary to provide for hazardous waste containment and disposal relating to properties within the Port Area.

(b) The PORT acknowledges its obligation and responsibility to properly maintain its private fire hydrant system in accordance with all applicable federal, state and local regulations. The PORT agrees to annually test the functioning of its fire hydrant system to insure its proper functioning and shall notify the CITY's Fire Department immediately when any fire hydrants are out of service.

5. COMMUNITY REDEVELOPMENT AREA:

(a) The parties acknowledge that the CITY has created a CRA pursuant to Chapter 163, Florida Statutes, and that the Port Area is within the jurisdictional boundaries of the CRA. The CRA hereby recognizes the Port Master Plan and, as soon as possible after the Effective Date of this Agreement, shall adopt the Port Master Plan by reference into the CRA Master Plan. The PORT and the CRA shall cooperate in accomplishing the goals and objectives of each respective party.

(b) The CITY agrees to provide the PORT with not less than thirty (30) days prior written notice of planning and zoning actions which may affect the area east of Broadway (U.S. Highway One) and south of Blue Heron Boulevard to the southern CITY boundary.

6. MUTUAL COOPERATION: The parties hereto agree to promptly make all reasonable efforts to strictly abide by all of the terms and conditions of this Agreement in a spirit of cooperation and fair dealings.

7. INSURANCE: The PORT and CITY, to the extent available from their insurance carriers, shall as soon as possible have the other party and its personnel added as a named insured or additional insured on liability insurance policies carried by the parties hereto for any activities occurring within the Port Area.

8. GENERAL PROVISIONS: This Interlocal Agreement between the PORT, the CITY and the CRA constitutes the entire existing agreement between them. In the event of litigation arising hereunder, venue shall be in the Circuit Court in and for Palm Beach County, Florida, and the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The Effective Date of this Agreement shall be the final date upon which the CITY, the CRA and the PORT have duly executed this Agreement. If any provision of this Agreement or application thereof to any person or circumstance to any extent be invalid, the

remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the CRA, the CITY and the PORT have caused this Interlocal Agreement to be executed on the dates set forth below.

COMMUNITY REDEVELOPMENT AGENCY
RIVIERA BEACH, FLORIDA

Dated: 11.13.96

BY: *Huacindia Bector*
CHAIRMAN

ATTEST: *[Signature]*
CRA EXECUTIVE DIRECTOR *(INT.)*

CITY OF RIVIERA BEACH, FLORIDA

Dated: 11/6/96

BY: *Clara K. Williams*
Mayor

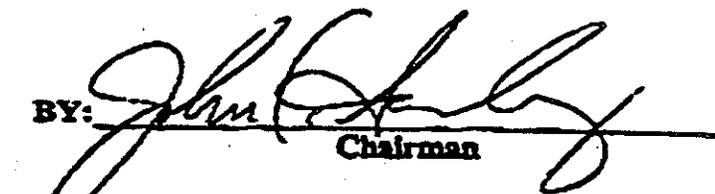
ATTEST: *[Signature]*
City Clerk

[MUNICIPAL SEAL]

PORT OF PALM BEACH

Dated: 10-22-96

BY:


Chairman

ATTEST:


Secretary

October 17, 1996

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EXHIBIT "A" PORT OF PALM BEACH AREA

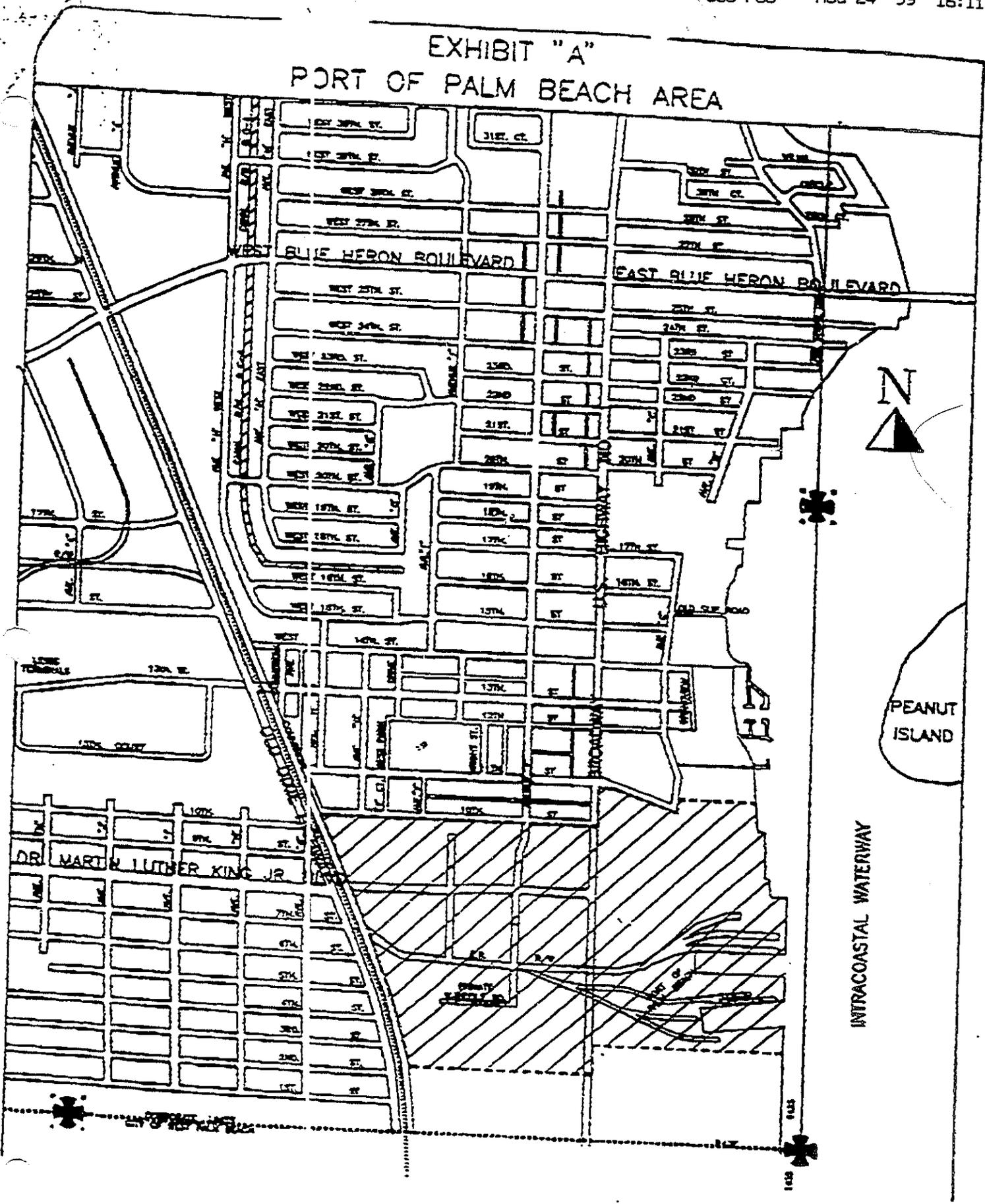


EXHIBIT "B"**USES PERMITTED WITHIN THE PORT AREA**

1. Any use permitted in an IG zoning district.
2. Marine cargo handling operations.
----- for loading or unloading passengers, mail, express freight or other cargo.
4. Ship docking.
5. Use, operation and maintenance of piers, channels, anchorage areas, jettys, breakwaters, harbors, canals, locks, waterways, tidal and turning basins.
6. Wharves, berths, docks, piers, quays, slips, bulkheads, public landings, terminal storage and shedding facilities.
7. Warehouses, storage, refrigeration, cold storage and quick-freezing plants.
8. Shipyards.
9. Marine railways.
10. Dry docks.
11. Marine service, maintenance, and repair facilities.
12. Laying up of ships, including refueling.
13. Ship repair, including dry dock facilities.
14. Fuel storage and transmission facilities.
15. Pipelines.
16. Terminal railway facilities, including rolling stock, belt-line railroad ferries and car ferries.
17. Cruise ship facilities.
18. Government and professional offices.
19. Foreign Trade Zones.
20. Wholesale warehouse and retail establishments dealing primarily in bulk materials delivered by ship, and railroad or ship and truck in combination.
21. Any other use accessory to the above uses or customarily related to maritime activities of the Port of Palm Beach.

RESOLUTION NO. 218-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR OF THE CITY OF RIVIERA BEACH, TO EXECUTE AN INTERLOCAL AGREEMENT AMONG THE PORT OF PALM BEACH, THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, AND THE CITY OF RIVIERA BEACH, REGARDING PLANNING, ZONING, AND BUILDING ISSUES IN AND AROUND THE PORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required by Chapter 163, *Florida Statutes*, to adopt a comprehensive plan and implement that plan through land development regulations; and

WHEREAS, the Port of Palm Beach operates a maritime port terminal located within the City of Riviera Beach, and has adopted a Port Master Plan for such purposes; and

WHEREAS, the City and Port need to coordinate planning, zoning, and building issues in and around the Port.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute three original copies of the attached Interlocal Agreement, dated October 17, 1996, among the City, the Port, and the Riviera Beach Community Redevelopment Agency (CRA) for planning, zoning, and building issues in and around the Port.

Section 2. The Director of CDEC shall forward one original agreement to the Executive Director of the Port of Palm Beach and to the Executive Director of the Riviera Beach CRA after all three parties have executed the agreement.

Section 3. This resolution shall take effect immediately upon its approval.

PASSEI) and APPROVED this 6TH day of NOVEMBER, 1996.

APPROVED:

Clare K. Williams
MAYOR

Hyacinthia Becton
CHAIRPERSON

[MUNICIPAL SEAL]

Cherith West
CHAIRPERSON PRO-TEM

ATTEST:

Wendell S. Moffitt

Janet Jordan-Weston
CITY CLERK

Robert Jordan

Margaret Confrey
COUNCIL MEMBERS

MOTIONED BY:
SECONDED BY:

M. CONFREY
E. WESTON

H. BECTON
E. WADE
M. CONFREY
M. MOFFITT
E. JORDAN-WESTON

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RECEIVED FOR LEGAL SERVICES
[Signature]
CITY CLERK
DATE: 10/25/96

STATE OF FLORIDA
COUNTY OF PALM BEACH
CITY OF REVERA BEACH

I, CARRIE E. WARD, DEPUTY CITY CLERK OF THE CITY OF REVERA BEACH, PALM BEACH COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF *Resolutions*
118-96 City of Revera Beach, City of Revera Beach

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF THE CITY OF REVERA BEACH, FLORIDA, THIS 13th DAY OF November, 1996.

Carrie E. Ward
CARRIE E. WARD