

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into this _____ day of _____, 20____, by and between the

CITY OF NORTH MIAMI BEACH, a municipal corporation organized under the laws of the State of Florida, whose address is 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (“CITY”)

and

CITY OF NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III Florida Statutes, whose address is 17050 NE 19th Avenue, North Miami Beach, Florida 33162 (“CRA”).

WHEREAS, the City Commission of the CITY has, pursuant to Part III, Chapter 163, Florida Statutes (“Redevelopment Act”), created a Community Redevelopment Agency for the public purpose of carrying out redevelopment in community redevelopment areas located in the CITY found by the City Commission as the governing body of the CITY to have conditions of slum or blight; and

WHEREAS, the City Commission also serves as the governing body of the CRA and the CITY and CRA entered into an Interlocal Cooperation Agreement with Miami-Dade County to delineate their areas of responsibility with respect to the redevelopment of the CRA Redevelopment Area (“Redevelopment Area”) as set forth in the CRA Redevelopment Plan (“Redevelopment Plan”); and

WHEREAS, both the CITY and the CRA desire to maintain and revitalize the CRA Redevelopment Area to be visibly attractive, economically viable, and socially desirable areas which respond to and support the needs and desire of all other parts of the CITY; and

WHEREAS, in 2005, the CITY and the CRA entered into an Interagency Services Agreement to further set out the administrative support the CITY would give the CRA in exchange for payment for the costs of such administrative services; and

WHEREAS, over the years the CITY and the CRA entered into various Memoranda of Understanding regarding specific services of CITY departments to the CRA; and

WHEREAS, the parties desire to update and delineate the specific responsibilities of the parties in a new document; and

WHEREAS, in accordance with the provisions of this Agreement, the CITY agrees to provide to the CRA certain administrative support services that can be utilized to accomplish the parties' mutual goal for redevelopment in CRA Areas and the CRA is willing to provide the CITY with certain redevelopment services pertaining to properties owned by the CITY and located in the Redevelopment Area; and

WHEREAS, because the CITY and the CRA are separate legal entities, the parties also share the mutual goal of adhering to certain procedures and policies so that the CITY can provide, and the CRA can pay for, administrative services.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY and the CRA agree as follows.

ARTICLE 1 RECITALS INCORPORATED

The recitals set forth in the "Whereas" clauses above are hereby accepted by the parties and incorporated into this Agreement.

ARTICLE 2 CITY PROVIDED SERVICES

The CITY agrees to provide the following administrative support services in the same manner as provided for by the CITY in the conduct of its own affairs or as otherwise provided by the Redevelopment Plan, CRA By-Laws, or CRA Standard Operating Procedures.

A. City Manager. The City Manager shall serve as the Executive Director of the CRA, and the City Manager's Office shall be responsible for overseeing the day-to-day operations of the CRA. The CRA Director shall report to the Executive Director.

B. Finance. The CITY's Finance Department shall maintain a separate trust fund for the CRA and provide all bookkeeping and financial reporting services for the CRA.

All financial data of the CRA shall be recorded and maintained in the CITY's financial system and identified as such in the CITY's financial system and unneeded cash of the CRA shall be invested by the CITY's Chief Financial Officer ("CFO") in accordance with the investment policy adopted by the CRA Board from time to time. Interest or investment earnings shall be allocated and deposited in the trust fund.

The CITY's CFO shall be the CRA's Finance Director and shall receive and maintain in a separate trust fund, on behalf of the CRA, all distributions of increment revenues from taxing authorities appropriating amounts to the trust fund pursuant to Chapter 163.387, Florida Statutes. In addition, the CFO shall establish a non-TIF account for other non-TIF revenue and expenses.

The CITY's Finance Department shall assist the CRA with developing its annual Budget from year to year, which shall be incorporated into the final CITY budget.

The CITY's Finance Department shall assist the CRA with conducting its annual audit in accordance with Florida Statutes.

C. Human Resources. The CITY shall provide personnel services to the CRA, which may include, but not be limited to, recruitment and selection of employees; benefits administration; labor relations management counseling; and risk management (claims and review of insurance certificates).

D. City Clerk. The City Clerk's Office shall provide assistance to the CRA which shall include posting notices and agendas, facilitating CRA Board meetings, developing minutes for meetings, etc.

E. City Attorney. The CRA may engage the services of outside legal counsel to serve as the CRA Attorney and to provide legal services for CRA-related matters. The City Attorney's Office may serve in that capacity. In the event the CRA engages outside legal counsel, the City Attorney's Office will assist the CRA in facilitating CITY initiatives and work cooperatively with the outside legal to ensure that all legal matters of the CRA are accomplished.

F. Procurement. The CRA shall follow the CITY's Procurement Code and may use CITY vendors approved through a CITY advertised process. In addition, the CRA shall utilize the services of the CITY's Procurement Department for all procurement related matters, including purchase of goods, services, construction and insurance. The CITY's Procurement Official shall assist the CRA with solicitations, including invitations to bid, requests for proposals, requests for qualifications and such other solicitations as may be needed from time to time, including solicitations issued jointly by the CITY and the CRA.

G. Other City Services. The CITY and the CRA recognize that circumstances may arise from time to time that require the CITY to provide the CRA with assistance from other CITY departments and divisions, or that have not specifically been identified in the services described herein. The CRA may request assistance from any CITY department or division, with the approval of the City Manager, including but not limited to: Police; Code Compliance; Community Development; Parks and Recreation; and Public Works. The CITY has full discretion to determine whether to accept such additional requests. Appropriate fees or expenses may be allocated accordingly.

As it relates to services provided by Public Works, the CRA may be required to enter into separate Interlocal Agreements or Memoranda of Understanding for project management services or maintenance agreements. The agreements will delineate expenses to be paid by the CRA.

As it relates to Police or Code Compliance services, the CRA may be required to enter into separate Interlocal Agreements or Memoranda of Understanding to delineate the specific services and expenses to be paid by the CRA.

H. Administrative Office Space. The CITY shall provide the CRA with space in a City facility and will cooperate with the CRA on the amount and location of the space as needed from time to time. The CITY may determine if the CRA is to be charged for the use of office space at a CITY facility.

I. Insurance. The CITY shall make health insurance and liability insurance provided by the self-funded insurance program of the CITY available to the CRA Board and CRA staff employed through the CITY. The CRA may, in its discretion, accept and use the CITY's program or establish its own.

ARTICLE 3 CRA PROVIDED SERVICES

The CITY owns properties in the CRA Area ("City Properties"). From time to time, it may be necessary or desirable to include the City Properties in a redevelopment project of the CRA contemplated by the Redevelopment Plan. The CRA shall include the CITY properties in such redevelopment projects and if requested by the CITY, shall handle the disposition of such properties on the CITY's behalf. Such disposition shall be in accordance with the City Charter and Code, the Redevelopment Plan, and the Redevelopment Act.

ARTICLE 4 METHOD OF PAYMENT AND COMPENSATION

A. Payment and Compensation to CITY for Internal Services Provided.

In accordance with the 2005 Interlocal Cooperation Agreement entered into among Miami-Dade County, the CITY and the CRA, which may be amended or restated from time to time, "[n]o more than twenty percent (20%) of the funds contemplated to be expended under the Plan shall be used for total administrative expenses allowable under Section 163.387(6)(a), Florida Statutes. No more than six percent (6%) of the funds contemplated to be spent under the Plan shall be allocated to indirect and overhead expenses as those terms are generally understood." The CITY and CRA annual budgets shall stay within these guidelines.

B. Method of Payment or Reimbursement. The parties agree that the CRA's payment or reimbursements to the CITY pursuant to this Article shall be made in accordance with the CRA approved budget and authorized by the CRA Board. It is recognized and acknowledged that full reimbursement may, during the term of this Agreement, be deferred as determined each year by the CITY, in its discretion, provided any deferred outstanding payment obligation shall be budgeted by the CRA and paid to the CITY prior to the termination of the trust fund pursuant to the Redevelopment Act.

ARTICLE 5 PLEDGE OF COOPERATION

The parties recognize it will be necessary for both CITY and CRA staff to work closely and coordinate with each other in order to effectuate the intent of this Agreement. Therefore, each party pledges such cooperation.

ARTICLE 6 TERM AND TERMINATION OF PREVIOUS AGREEMENTS

This Agreement shall take effect as provided in Article 17 of this Agreement and continue in effect unless terminated by either party with ninety (90) days' notice. The parties may amend this Agreement by mutual agreement in writing.

Upon the effective date of this Agreement, all previous Interagency Agreements or memoranda of understanding between the CITY and CRA only which govern their relationship are hereby terminated to the extent they conflict with this Agreement.

ARTICLE 7 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

The CRA may conduct various activities or engage in development of certain projects on CITY property. Accordingly, the CRA shall, for projects, events and any other matter for which it obtains indemnification through agreements with developers, vendors or others involving projects or events on CITY property, include and obtain the same level of indemnification through such agreement for the CITY.

ARTICLE 8 INDEPENDENT CONTRACTOR

The CITY and the CRA are separate legal entities and for purposes of this Agreement, each is an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, each party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the other party. Neither party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

ARTICLE 9 ASSIGNMENT

This Agreement, or any interest therein is not assignable and both the CITY and CRA agree not to assign, transfer, merge or otherwise convey any of their respective interest, right, or obligation under this Agreement, in whole or in part, to any other person, corporation or entity without the prior written consent of the other party

ARTICLE 10 AMENDMENTS

Both parties agree that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by both parties.

ARTICLE 11 NOTICE

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective addresses for giving of notice.

For CRA:

Executive Director
17050 NE 19th Avenue
North Miami Beach, Florida 33162

For CITY:

City Manager
17011 NE 19th Avenue
North Miami Beach, Florida 33162

ARTICLE 12 BINDING AUTHORITY

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 13 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason or any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida. By entering into this Agreement, the CITY and the CRA hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

ARTICLE 15 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. The parties agree there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 16 INTERPRETATION

This Agreement shall be interpreted as drafted by both parties hereto equally.

ARTICLE 17 FILING AND EFFECTIVE DATE

This Agreement is an interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It shall become effective upon being filed with the Clerk of the Circuit Court of Miami-Dade County, Florida, pursuant to Section 163.01(11), Florida Statutes. The City Clerk shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Miami-Dade County at a cost to the CRA.

ARTICLE 18 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. The CITY and the CRA shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The CITY and the CRA shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents and any other records pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year written first above written.

**CITY OF NORTH MIAMI BEACH
COMMUNITY REDEVELOPMENT AGENCY**

Arthur H. Sorey, Executive Director

Date

Approved as to form and legal sufficiency:

Pamala H. Ryan, CRA Attorney

CITY OF NORTH MIAMI BEACH

Arthur H. Sorey, City Manager

Date

Approved as to form and legal sufficiency:

Hans Ottinot, City Attorney

Attest:

Andrise Bernard, City Clerk

(City Seal)