

RESOLUTION NO. R2005-45

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI BEACH, FLORIDA,
APPROVING AN INTERAGENCY SERVICES
AGREEMENT BETWEEN THE NORTH MIAMI BEACH
COMMUNITY REDEVELOPMENT AGENCY AND THE
CITY OF NORTH MIAMI BEACH; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution No. R2004-86, the Mayor and City Council of the City of North Miami Beach ("City") created the North Miami Beach Community Redevelopment Agency ("Agency") and designated the Mayor and City Council to serve as the Board of the Agency and to exercise the powers under the Community Redevelopment Act of 1969, as amended and codified as Chapter 163, Part III, Florida Statutes ("Act"), and as delegated by the Miami-Dade County Board of Commissioners ("County"); and

WHEREAS, the Agency is in need of professional staff, clerical support, administrative support and professional consultant services; and

WHEREAS, the City has professional, clerical, and administrative staff employed by the City, as well as consultants in various disciplines; and

WHEREAS, the City staff and consultants' expertise can be beneficially utilized in carrying out the purposes of the North Miami Beach Community Redevelopment Plan; and

WHEREAS, the City is willing to make available to the Agency, professional, clerical and administrative staff support, as well as consultant services, pursuant to the terms and conditions set forth in the Interagency Services Agreement, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Board of the North Miami Beach Community Redevelopment Agency approved the Interagency Services Agreement at an advertised public meeting on July 5, 2005.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach:

Section 1. The foregoing recitals are true and correct.

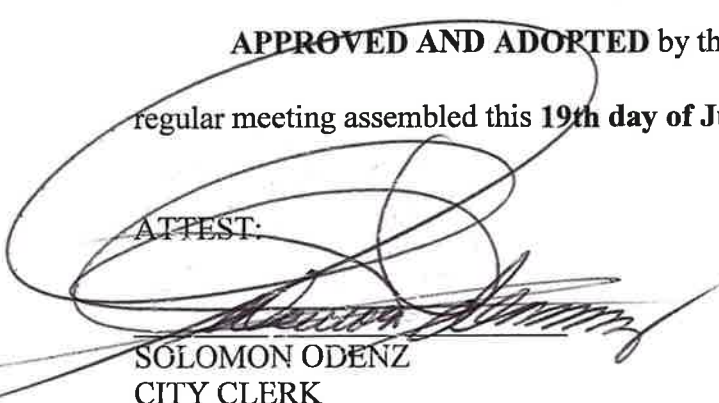
Section 2. The Interagency Services Agreement, attached hereto and incorporated herein as "Exhibit A", is hereby approved.

Section 3. The City Manager or his designee is hereby authorized to sign the Interagency Services Agreement on behalf of the City of North Miami Beach.

Section 4. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **19th day of July, 2005**.

ATTEST:



SOLOMON ODENZ
CITY CLERK
(CITY SEAL)



RAYMOND F. MARIN
MAYOR

APPROVED AS TO FORM:



HOWARD B. LENARD
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

EXHIBIT "A"

INTERAGENCY SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI BEACH AND THE NORTH MIAMI BEACH COMMUNITY REDEVELOPMENTT AGENCY

THIS AGREEMENT is made as of this ____ day of _____, 2005 by and between: **CITY OF NORTH MIAMI BEACH**, a municipal corporation of the State of Florida ("City"), and **NORTH MIAMI BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, ("CRA").

WHEREAS, pursuant to Resolution No. R2004-57, the Mayor and City Council of the City ("Council") declared an area of the City to be blighted as defined in Section 163.340(8), Florida Statutes ("Area") and that the rehabilitation, conservation, or redevelopment of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, pursuant to Resolution No. R2004-86, the Mayor and City Council of the City created a community redevelopment agency and designated the Mayor and City Council to serve as the Board of the Community Redevelopment Agency and exercise the powers under the Community Redevelopment Act of 1969, as amended and codified as Chapter 163, Part III, Florida Statutes ("Act"), and as delegated by the Miami-Dade County Board of Commissioners ("County"); and

WHEREAS, the CRA is in need of professional staff, clerical support, administrative support and professional consultant services; and

WHEREAS, the City has professional, clerical, and administrative staff employed by the City, as well as consultants in various disciplines; and

WHEREAS, the City staff and consultants' expertise can be beneficially utilized in the carrying out the purposes of the North Miami Beach Community Redevelopment Plan; and

WHEREAS, the City is willing to make available to the CRA, pursuant to the terms and conditions set forth in this Agreement, professional, clerical and administrative staff support as well as consultant services,

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, City and CRA agree as follows:

ARTICLE 1

PREAMBLE

- 1.1 Recitals. Each WHEREAS clause set forth above is true and correct and incorporated herein by this reference.
- 1.2 CITY Approval. Approval by Resolution of the Mayor and City Council is required for this Agreement to become effective.
- 1.3 CRA Approval. Approval by Resolution of CRA Board is required for this Agreement to become effective.

ARTICLE 2

SERVICES

At the request of the CRA, the CRA may utilize the services that the City agrees to perform and provide for the following functions, services and duties in accordance with CRA Bylaws and established procedures or in the absence of same, as provided for by City in the conduct of its own affairs.

- 2.1 Administrative services which shall include, but not be limited to, the management and operation of the day-to-day affairs of the CRA. The City Manager or his/her designee shall act as the CRA Administrator.
- 2.2 Financial services which shall include, but not be limited to, management of CRA fiscal accounts, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs. The Finance Director or his/her designee shall act as the CRA Treasurer.
- 2.3 Personnel services, which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.
- 2.4 Legal services.
- 2.5 Civil engineering services.
- 2.6 Urban planning and urban design services.
- 2.7 Services of the City's Purchasing Division, which shall follow the City's Purchasing Ordinance with respect to purchasing services and goods necessary for the operation of CRA activities.

- 2.8 The City may make available public officials' liability insurance and other forms of insurance deemed necessary by the City. Said insurance, whether provided through a self-insurance program or separate independent carrier, will be determined at the sole discretion of the City.
- 2.9 Services of the City Clerk's Office, including but not limited to, record keeping, minutes, and meeting notices.
- 3.0 The CRA may request the City to provide other services on occasion not initially set forth in this Agreement.

ARTICLE 3

METHOD OF REIMBURSEMENT AND COMPENSATION

- 3.1 Reimbursement to City. For services described in Article 2 hereof provided by the City retroactively from October 1, 2004, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available, based on costs incurred directly or incidentally by the City in preparation and furtherance of the CRA Plan and that are eligible for reimbursement in accordance with Section 163.387(6).
- 3.2 Method of Reimbursement. The parties agree that the CRA's obligation to reimburse City pursuant to Section 3.1 above shall be made to City in accordance with the CRA approved budget. It is recognized and acknowledged that full reimbursement to the City during the term of this Agreement, may be waived, reduced, deferred or a combination thereof, as determined each year in the City's approval of the CRA budget; provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the City prior to the termination of the trust fund as provided in Chapter 163, Part III, Florida Statutes and Miami-Dade County's Ordinance No. 05-110.
- 3.3 Annual Statement, Billing and Payment. The City shall submit to the CRA records documenting actual eligible reimbursable costs for preparation of the Finding of Necessity report and the Plan. Beginning with Fiscal Year 2006, the City shall prepare and present to the CRA an annual statement in time for the preparation and submission of the CRA annual budget. The annual statement shall reflect anticipated costs for the coming fiscal year. Overhead administrative costs shall not exceed 5% of expenditures net of debt service payments. All unpaid obligations from prior fiscal years are eligible for repayment. The City may submit to the CRA for costs of direct staff time devoted specifically to CRA activities. Any amounts contained in the approved CRA budget for payment to City shall be billed to the CRA within the first quarter during that fiscal year in which the obligation is budgeted and payable.

- 3.3.1 CRA shall make its payment to City within sixty (60) calendar days of receipt of proper invoice as provided above, unless otherwise provided by the City as a result of waiver or deferral.
- 3.3.2 Payment will be made to City at:
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

ARTICLE 4

MISCELLANEOUS

- 4.1 Continued Cooperation. This Agreement assumes the close coordination and cooperation between the CRA and essential City staff and City functions, particularly regarding financial administration, reporting, auditing, and preparation of the Plan.
- 4.2 Terms and Termination.
- 4.2.1 This Agreement shall take effect retroactively to October 1, 2004 and shall continue in effect for the life of the Redevelopment Trust Fund established pursuant to Section 163.387, unless either party seeks to renegotiate or terminate this Agreement prior to said date.
- 4.2.2 This Agreement may be terminated by the City or the CRA upon at least thirty (30) days advance written notice of the other party. After termination of the Agreement, the City shall transfer to the CRA copies of any documents, data and information requested by the CRA relating to the services accomplished pursuant to this Agreement.
- 4.3 Records. City and CRA shall keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement or time percentages used in indirect cost allocations, and any expenses for which the City expects to be reimbursed in accordance with accepted accounting principles. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be retained as provided by law or no less than a period of three (3) years after completion of all work to be performed pursuant to this Agreement.
- 4.4 Indemnification. To the extent permitted by law, the CRA shall indemnify and save harmless the City, its agents and employees, from and against all

claims, suits, actions, damages or causes of action arising during the term of this Agreement by reason of the work to be performed including costs, attorney's fees and expenses incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

- 4.5 Independent Contractor. The City is an independent contractor under this Agreement. Personnel services provided by the City shall be by employees and consultants of the City and subject to supervision by the City, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, under this Agreement shall be those of the City.

4.6 Assignments and Amendments.

4.6.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or City, without the prior written consent of the other party.

4.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 4.7 Notice. Whenever any party desires to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice.

CITY: City Manager
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162

CRA: Chair
North Miami Beach Community Redevelopment Agency
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162

- 4.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to

execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 4.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 4.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.
- 4.11 Entire Agreement; Modification. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.