

RESOLUTION NO. R-8-2005-3

A RESOLUTION OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY BOARD, APPROVING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH THE COMMUNITY REDEVELOPMENT AGENCY (CRA) CONSULTANT.

WHEREAS, the Board of the North Miami Community Redevelopment Agency (Agency Board) appointed Frank Schnidman as the Community Redevelopment Agency (CRA) Consultant on July 26, 2005; and

WHEREAS, the Agency Board wish to provide a contractual agreement to the CRA Consultant pursuant to the terms of an Agreement for Professional Consultant Services attached and identified as "Exhibit 1."

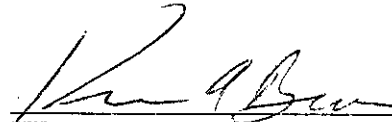
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agreement for Professional Consultant Services for the CRA Consultant attached as "Exhibit 1" is approved and shall be executed by the authorized Agency Board representatives and Frank Schnidman.

Section 2. This Resolution shall be effective upon adoption.

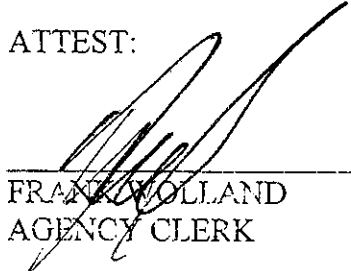
PASSED AND ADOPTED by a 5-0 vote of the Board of the North Miami Community Redevelopment Agency, North Miami, Florida on this 9 day of AUGUST, 2005.

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY



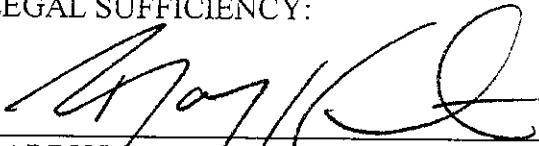
KEVIN A. BURNS
CHAIR

ATTEST:



FRANK WOLLAND
AGENCY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



BARRY KUTUN
AGENCY ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: SCOTT GALVIN

Seconded by: MICHAEL R. BLYNN

Vote:

Chair Kevin A. Burns	<u>X</u>	(Yes)	_____	(No)
Boardmember Scott Galvin	<u>X</u>	(Yes)	_____	(No)
Boardmember Michael R. Blynn	<u>X</u>	(Yes)	_____	(No)
Boardmember Jacques A. Despinosse	<u>X</u>	(Yes)	_____	(No)
Boardmember Marie Erlande Steril	<u>X</u>	(Yes)	_____	(No)

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This is an Agreement for Professional Consultant Services (“Agreement”) made as of the 1st day of August 2005 between the City of North Miami Community Redevelopment Agency (the “CRA”) and Frank Schnidman (the “Consulting Director”).

RECITALS

Pursuant to the Community Redevelopment Act of 1969 (the “Act”), and the authority delegated to the City of North Miami (the “City”) by the Miami-Dade County Board of County Commissioners, the City has created the CRA to govern all redevelopment activity within the City’s Community Redevelopment Area and appointed the members of the City Council as the board of commissioners of the CRA (the “Board”).

The CRA has approved and adopted the City of North Miami Community Redevelopment Plan, Phase 1 (the “Plan”), and is committed to take all steps necessary to implement the Plan.

Under the expressed authority granted to the CRA by F.S. 163.356 (3)(c) of the Act, the Board wishes to engage the Consulting Director as the initial interim executive director to assist the CRA in implementation of the Plan.

The Consulting Director wishes to undertake all of the obligations inherent in the position of the initial executive director and the parties enter into this Agreement to set forth their respective rights and obligations.

TERMS

1. Recitals. The foregoing Recitals are incorporated herein and form a part of this Agreement.

2. Scope of Services. The Consulting Director agrees to perform all of the obligations of an executive director of a newly-created Community Redevelopment Agency, including but not limited to those responsibilities listed on Exhibit "A" to this Agreement, which is incorporated by reference and made a part of this Agreement. During the term of this Agreement, the Consulting Director will devote his working hours, on a full time basis, to his duties under this Agreement. "Full time basis" means generally, a forty (40) hour workweek and level of commitment necessary to faithfully, promptly, professional and competently perform all the duties described in this Agreement. All holiday vacation days recognized by the City may also be recognized by the Consulting Director. The Board shall have the authority to grant additional vacation days to the Consulting Director.

3. Term. This Agreement is for a term of nine (9) months (commencing

August 1, 2005 and terminating April 30, 2006) and may be extended thereafter for up to three (3) additional months upon the mutual agreement of the parties.

4. Compensation. The Consulting Director shall be paid a total of \$148,500.00 for his services under this Agreement, payable in equal weekly installments of \$4,125.00. This amount was based upon and determined to be equal to the total compensation package of the City Manager. In addition to the compensation, the Consulting Director shall be entitled to be reimbursed for reasonable out-of-pocket expenditures incurred by him in the ordinary course of performing his duties, all pursuant to a policy to be adopted by the Board for such expenditures. The Consulting Director reserves the right to request an amendment to this section of the Agreement at any time.

5. Termination. This Agreement may be terminated by the CRA at any time (with or without cause) upon ten (10) days written notice. If this Agreement is terminated under this Section 5, the CRA shall be obligated to pay the Consulting Director that prorated portion of the compensation earned through the effective date of the termination plus a severance payment equal to four month's compensation.

6. Non-Exclusivity. The Consulting Director understands that he serves as the initial interim executive director of the CRA and that during the term of this Agreement, the CRA, with the Consulting Director's assistance, intends to hire a

permanent director and nothing in this Agreement is intended to limit the Board in that effort.

7. Independent Contractor. The Consulting Director agrees and understands that he serves in the capacity as an independent contractor in performing his services and he is not to be considered in any capacity as an employee of the CRA or the City.

8. Conduct and Records. The Consulting Director acknowledges that in performing his duties he is performing a public service and must comply with all state, county and local laws (including ethical codes) which govern the conduct of public officials. In that regard, all documents and materials generated, obtained or otherwise within his custody and control are public records under F.S. Chapter 119 and must be maintained at all times within CRA or City offices and available for public inspection. They are not to be considered private work product of the Consulting Director.

9. Prohibition On Contingent Fees. The Consulting Director warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Consulting Director, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consulting Director any fee, commission, percentage, gift, or any other

consideration, contingent upon or resulting from the award or making of this Agreement.

10. Non-Discrimination. The Consulting Director agrees that he shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with his performance under this Agreement.

11. Indemnification. Subject to the specific monetary limitations which are described in Section 768.25 (5), F.S., which monetary limitations are hereby incorporated by reference, the CRA shall defend, indemnify and hold harmless Consulting Director from any claims of any third parties which in any way arise out of Consulting Director's performance of services pursuant to this Agreement, unless Consulting Director acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

12. Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Florida. In any action arising out of this Agreement, venue shall be in Miami-Dade County, Florida.

13. Notices. All notices and communications to the CRA shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: City Manager
City of North Miami
776 N.E. 125 Street
North Miami, Florida 33161

With a copy to: Barry Kutun, Esq.
City Attorney
City of North Miami
776 NE 125 Street
North Miami, Florida 33161

Consulting Director: Frank Schnidman
2621 N.E. 46th Street
Fort Lauderdale, Florida 33308

14. Entire Agreement. The parties hereby agree that this is the entire Agreement between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement cannot be amended or modified without the express written consent of the parties.

15. Assignment. Neither this Agreement nor any portion thereof may be assigned or subcontracted by Consulting Director without the prior written consent of the CRA.

IN WITNESS WHEREOF, the parties have accepted, made and executed this Agreement this _____ day of August 2005 upon the terms and conditions stated above.

ATTEST:

CITY OF NORTH MIAMI
COMMUNITY REDEVELOPMENT
AGENCY

CRA Clerk

By: _____
Kevin Burns
Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

FRANK SCHNIDMAN

CRA Counsel

By: _____

EXHIBIT "A"

SCOPE OF SERVICES

The Consulting Director shall report directly to the CRA Board and shall be responsible for and shall perform all the tasks necessary for the day-to-day operations of the CRA, including all tasks necessary to commence the start-up operations and to implement the entirety of the Plan. These specific tasks include (but not limited to) the following:

1. Establish for the CRA a set of comprehensive policies, rules and regulations for the operation of the CRA for Board approval.
2. Implement the approved policies, rules and regulations.
3. Identify and make a recommendation to the Board for the location and type of office facilities for the CRA.
4. Serve as staff to the Board in all its activities, including all meetings of the Board and any committees thereof.
5. Prepare all required meeting agendas, budgets and financial data.
6. Coordinate all intergovernmental actions with the City, Miami-Dade County and all other governmental agencies.

7. At the direction of the Board, negotiate all real estate transactions, including agreements with developers.
8. Establish and recommend procurement practices for the CRA.
9. Recommend policies to the Board on all issues of employment including CRA staffing (permanent and temporary).
10. Work with and coordinate the efforts of all professionals hired or appointed by the CRA including CRA legal counsel, financial advisors and underwriters.
11. Manage public relations.
12. Manage grant applications.
13. Represent and promote the CRA at professional conferences and seminars.
14. Oversee agreement with North Miami Housing Management Services.
15. Prepare and propose to the Board an Interagency Cooperation Agreement between the City and the CRA.
16. Prepare all requests for proposals and all bid documents at the direction of the Board.
17. Manage all banking relations at the direction of the Board.
18. Train all personnel including any permanent executive director hired by the Board during the term of this Agreement.