

RESOLUTION NO. R-2005-132

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO NEGOTIATE, RATIFY, AND EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami (the "City"), the North Miami Community Redevelopment Agency (the "Agency") and Miami-Dade County (the "County") entered into an Interlocal Cooperation Agreement (the "County Agreement") dated September 1, 2005, delegated from the County to the City and the Agency certain redevelopment powers pursuant to Chapter 163, Part III, Florida Statutes; and

WHEREAS, at a public meeting of the North Miami Community Redevelopment Agency Board ("Agency Board") on November 22, 2005, the Agency Board approved the Interlocal Agreement, attached hereto as Exhibit "A," between the City of North Miami and the North Miami Community Redevelopment Agency; and

WHEREAS, the Mayor and City Council wish to approve the Interlocal Agreement.

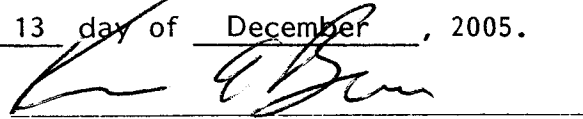
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization to Negotiate, Ratify and Execute an Agreement. The City Attorney and the City Manager are authorized to negotiate, ratify and execute the Interlocal Agreement, attached hereto as Exhibit "A," with the North Miami Community Redevelopment Agency.

Section 2. Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate the terms of the Interlocal Agreement.

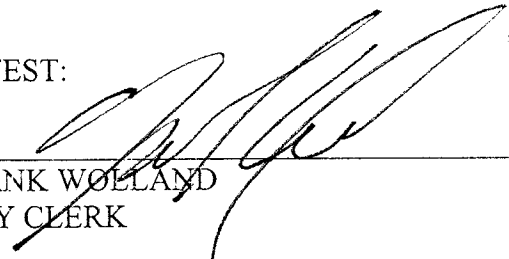
Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 13 day of December, 2005.

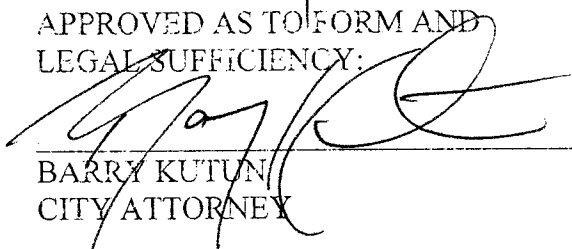


KEVIN A. BURNS
MAYOR

ATTEST:


FRANK WOLLAND
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


BARRY KUTUN
CITY ATTORNEY

12/01/05

SPONSORED BY: ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Councilman Blynn

Vote:

| | | | | |
|-------------------------------------|----------|-------|-----------------|------|
| Mayor Kevin A. Burns | <u>X</u> | (Yes) | <u> </u> | (No) |
| Vice Mayor Marie Erlande Steril | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Scott Galvin | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Michael R. Blynn | <u>X</u> | (Yes) | <u> </u> | (No) |
| Councilperson Jacques A. Despinosse | <u>X</u> | (Yes) | <u> </u> | (No) |

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the ___ day of November 2005, by and between the **CITY OF NORTH MIAMI, FLORIDA**, a Florida municipal corporation (the "City") and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "Agency").

RECITALS

1. The City, the Agency and Miami-Dade County (the "County") previously entered into that certain Interlocal Cooperation Agreement dated September 1, 2005 (the "County Agreement") which, among other things, delegated from the County to the City and the Agency certain redevelopment powers pursuant to Chapter 163, Part III, Florida Statutes.
2. The County has requested that the City and the Agency address certain issues relative to the Tax Increment Financing ("TIF") revenues as set forth in the County Agreement.
3. The City and the Agency desire to enter into this Agreement to address the TIF revenue issues as requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.
2. Defined Terms. Any defined terms not defined in this Agreement shall have the meaning ascribed to them in the County Agreement.
3. TIF Revenues.

3.1. Reference is hereby made to Section VI.G of the County Agreement which provides as follows:

"The City and the County hereby agree to limit the amount of Tax Increment Financing ("TIF") revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the City and County as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to the TIF revenues as would be derived from the Redevelopment Area, other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit "2," shall remain un-appropriated and un-expended, except to the extent necessary to pay debt service and related payments on bonds. Annually, an equivalent amount of TIF revenues generated by the Redevelopment Area, other than the

property described on Exhibit "2", and not necessary to pay debt service and related payments on bonds is to be refunded by the Agency to both the City and the County by the last day of each fiscal year on a pro-rata basis. The City shall contribute an amount equal to its refund back into the Fund in support of redevelopment activities including debt service and related payments on bonds. The County shall deposit its refund as revenue to increase its County-wide general fund. Notwithstanding the foregoing, if TIF revenues intended to be refunded to the City and County as described above are applied to pay debt service and related payments on bonds, the City shall pay to the County, but solely from its portion of the TIF revenues refunded, the lesser of (i) the full amount not refunded to the County, or (ii) the amount refunded to the City."

3.2. With respect to Section VI.G of the County Agreement, the City and the Agency agree as follows:

3.2.1. The City's contribution to the Fund in the amount equal to its refund of the TIF revenues derived from the Redevelopment Area other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit "2" of the County Agreement may be appropriated and expended by the Agency during the fiscal year in support of redevelopment activities including debt service and related payments on bonds pursuant to the Agency's annual budget as approved by the City and the County. In such case, the City shall not receive a refund from the Agency at the end of the fiscal year of the TIF revenues derived from the Redevelopment Area other than the property described on Exhibit "2" of the County Agreement for contribution back into the Fund.

3.2.2. The City acknowledges and agrees that the City's contribution to the Fund in the amount equal to its refund of the TIF revenues derived from the Redevelopment Area other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit "2" of the County Agreement represents its pro rata refund for purposes of Section 163.387(6), Florida Statutes, and, accordingly, the City is not entitled to a pro rata portion of the refund by the Agency to the County required by Section VI.G of the County Agreement.

4. Miscellaneous.

4.1. Interlocal Agreement. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

4.2. Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof.

4.3. Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the Agency.

4.4. Third Party Beneficiaries. Except for the County with respect to Section 3 only, neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, except for the County with respect to Section 3 only, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

4.5. Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

4.6. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

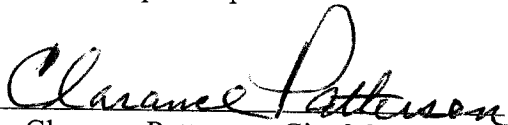
4.7. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

4.8. Waiver. No express or implied consent or waiver by a party to or of any breach or dealt by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

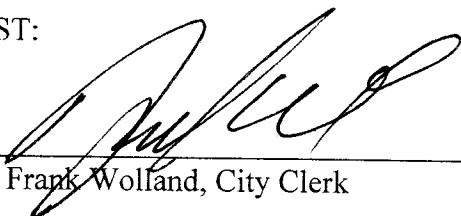
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IN WITNESS WHEREOF, the City and Agency hereto have caused this Agreement to be executed as of the day and year first above written.

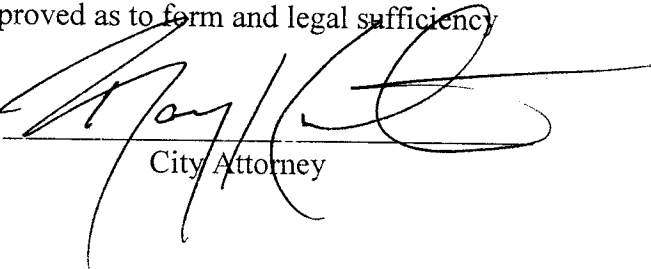
CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: 
Clarence Patterson, City Manager

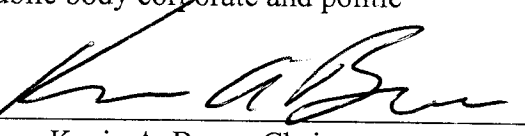
ATTEST:

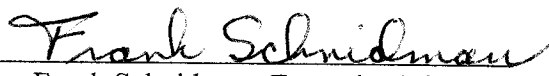
By: 
Frank Wolfand, City Clerk

Approved as to form and legal sufficiency

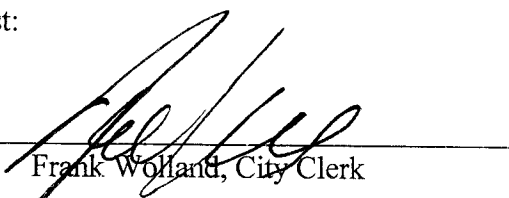
By: 
City Attorney

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic


By: 
Kevin A. Burns, Chairman

By: 
Frank Schmidman, Executive Director

Attest:

By: 
Frank Wolfand, City Clerk

Approved as to form and legal sufficiency:

By: 
Gray Robinson, P.A., CRA Attorney