

RESOLUTION NO. R-2-2006-7

A RESOLUTION OF THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI, FLORIDA AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE FUNDING BY THE CRA OF UP TO ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) TOWARDS THE RE-WRITE OF THE CITY'S ZONING CODE BY SIEMON & LARSEN, P.A; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of North Miami (the "City") has entered into, or will shortly enter into, that certain Contract for Professional Services (the "Contract") with Siemon & Larsen, P.A. ("Siemon & Larsen") regarding the re-write of the City's Zoning Code, Chapter 29 of the City's Code of Ordinances (the "Zoning Code"); and

WHEREAS, the re-write of the Zoning Code will assist the North Miami Community Redevelopment Agency (the "CRA") with the implementation of its community redevelopment plan and other redevelopment activities; and

WHEREAS, The CRA desires to assist the City with the Contract by funding up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) towards to the payment to Siemon & Larsen for its services pursuant to the Contract, subject to the terms and provisions of the Interlocal Agreement attached hereto as Exhibit "A" and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARDMEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. The Interlocal Agreement as attached hereto as Exhibit "A" is hereby approved together with such non-material changes as may be requested by the City and acceptable to the Executive Director and approved as to form and legality by the CRA Attorney.

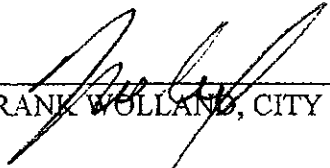
Section 3. The Chairman and Executive Director of the CRA are hereby authorized to execute the Interlocal Agreement.


Section 4. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a 4-0 vote of the Board of the North Miami Community Redevelopment Agency, this 28th day of February, 2006.


ATTEST:

NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY


FRANK WOLLAND, CITY CLERK


KEVIN A. BURNS, CHAIR

APPROVED AS TO FORM:


GRAY ROBINSON, P.A.
CRA ATTORNEY

SPONSORED BY: ADMINISTRATION

Moved by: Michael R. Blynn

Seconded by: Marie Erlande Steril

Vote:

Chair Kevin A. Burns
Boardmember Michael R. Blynn
Boardmember Jacques A. Despinosse
Boardmember Scott Galvin
Boardmember Marie Erlande Steril

<u>X</u>	(Yes)	_____	(No)	
<u>X</u>	(Yes)	_____	(No)	
_____	(Yes)	_____	(No)	Absent
<u>X</u>	(Yes)	_____	(No)	
<u>X</u>	(Yes)	_____	(No)	

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this 28th day of February, 2006 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 "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City has entered into that certain Contract for Professional Services (the "Contract") with Siemon & Larsen, P.A. ("Siemon & Larsen") regarding the re-write of the City's Zoning Code, Chapter 29 of the City's Code of Ordinances (the "Zoning Code").
2. The re-write of the Zoning Code will assist the CRA with the implementation of its community redevelopment plan and other redevelopment activities.
3. The CRA desires to assist the City with the Contract by funding up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) towards to the payment to Siemon & Larsen for its services pursuant to the Contract, all subject to the terms and provisions of this Agreement.

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:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Funding by CRA. Reference is made to Section 3.1.A of the Contract which provides as follows:

"In consideration of Siemon & Larsen's performance of the Scope of Services set forth on Exhibit "A", the City agrees to pay Siemon & Larsen an amount not to exceed two hundred thousand dollars (\$200,000.00), inclusive of all out of pocket expenses."

Subject to the terms and conditions of this Agreement, the CRA agrees to fund up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) of the payment to Siemon & Larsen required by Section 3.1.A of the Contract. The obligation of the CRA to provide such funding

shall be contingent upon the City making prior payment(s) to Siemon & Larsen pursuant to the Contract in the total amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Following the City's payment(s) to Siemon & Larsen in the foregoing amount, the CRA shall make such subsequent payment(s) to Siemon & Larsen pursuant to Section 3.1.B of the Contract in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00). The Parties acknowledge and agree that the obligation of the CRA is to fund payments for the Scope of Services set forth on Exhibit "A" to the Contract and not for any additional services that may be provided by Siemon & Larsen pursuant to Section 3.1.C of the Contract. If the payment to Siemon & Larsen for the performance of the Scope of Services is less than Two Hundred Thousand and 00/100 Dollars (\$200,000.00) and the City requests Siemon & Larsen to perform additional services pursuant to Section 3.1.C of the Contract, the balance of the One Hundred Thousand and 00/100 Dollars (\$100,000.00) to be provided by the CRA cannot and shall not be used to pay for the additional services unless and until a written amendment to this Agreement is approved by the CRA Board and the City Council.

Section 3. Miscellaneous.

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

3.2 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 CRA.

3.3 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 the other.

3.4 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.

3.5 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.

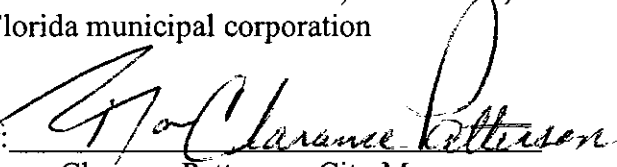
3.6 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by 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.

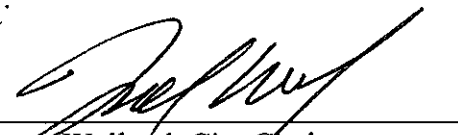
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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

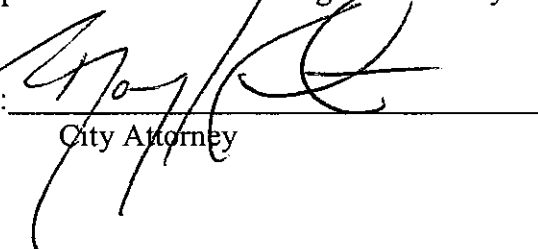
CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: 
Clarence Patterson, City Manager


ATTEST:

By: 
Frank Wolland, 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 Schnidman, Executive Director

Attest:

By: 
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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