



AGENDA
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY
BOARD MEETING

TUESDAY, May 23, 2006
5:30 P.M.

NORTH MIAMI CITY HALL – COUNCIL CHAMBERS
776 N.E. 125th STREET, SECOND FLOOR

CALL TO ORDER – Pledge of Allegiance; Roll Call

APPROVAL OF MINUTES -- Regular Meeting Tuesday, May 9, 2006

ITEMS FOR REVIEW AND/OR ACTION

- I. TAB 1
Action Item: Resolution Approving the Employment Agreement for the proposed CRA Executive Director

- II. *Action Item:* Motion Appointing Dennis Kelly as CRA Interim Executive Director and Determining Compensation

- III. REPORTS
 - A. Board Members Report

 - B. CRA Attorney

 - C. Interim Executive Director

 - D. Next Board Meeting – June 13, 2006 at 5:30 p.m.
Next Advisory Committee Meeting –June 1, 2006 at 6:00 p.m.

ADJOURNMENT

Note: Two or more members of the City Councilman/CRA Board of Commissioners and/or other elected or appointed public officials may be present at this meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you desire auxiliary services to assist in viewing or hearing the meetings, or reading meeting agendas and minutes, please contact the Office of the CRA Secretary at (305) 895-9817.

SUMMARY MINUTES

REGULAR COMMUNITY REDEVELOPMENT AGENCY MEETING

May 9, 2006

A regular meeting of the Chairman and Members of the Community Redevelopment Agency was held in the North Miami Council Chambers of City Hall on Tuesday, May 9, 2006, beginning at 5:35 p.m.

(Phonetic spelling of each speaker's name may be used throughout the minutes unless correct spelling is known.)

Note: The actual agenda and all backup materials for each CRA Board meeting and CRA Advisory Committee meeting can be found at: www.NorthMiamiCRA.org.

Flag salute

ROLL CALL

Marie Erlande Steril	Here
Scott Galvin	Arrived at 5:45 pm
Chairman Kevin A. Burns	Here
Jacques Despinosse	Here
Michael R. Blynn	Here

Approval of Minutes: Regular Meeting – Tuesday, April 25, 2006, approved by Board.

ITEMS FOR REVIEW AND/OR ACTION

I. **TAB 1 – PROPOSED RESOLUTION APPROVING AMENDMENT TO THE 2005-2006 BUDGET**

The Executive Director gave a brief report to the Board regarding the suggested amendments to the 2005-2006 budget. The Executive Director advised that a request would be made to Miami-Dade County for authorization to borrow money for Ruck's Park to begin the process. Board discussion. The Board approved 5-0.

II. **TAB 2 – PUBLIC COMMENT – AN OPPORTUNITY FOR THE PUBLIC TO SHARE WITH THE BOARD THEIR REMARKS**

RELATING TO THE SELECTION OF THE NEW CRA EXECUTIVE DIRECTOR

No public discussion at this time; continued to May 23, 2006.

PROPOSED RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT FOR THE PROPOSED CRA EXECUTIVE DIRECTOR

The CRA Attorney gave a brief report to the Board regarding the terms negotiated with Mr. Crapp for an employment contract. Board discussion. Mr. Crapp, present, introduced himself and answered questions. The Board continued to May 23, 2006, Board Meeting, for further negotiations with Mr. Crapp.

III. TAB 3 – INFORMATION REPORTS – Provided in the Agenda Packet

- A. Advisory Committee – Report on Meeting of May 4, 2006
- B. Press Relating to North Miami
- C. Articles of General Interest

IV. REPORTS

- A. Board Members

(NONE)

- B. CRA Attorney

Mr. Zelkowitz advised that the Florida Commission on Ethics rendered an opinion that Stephen and Patsi Siskind's business interests in entities related to North Miami Housing and others that prepared the Finding of Necessity and Redevelopment Plan did not constitute a violation of any ethics laws as neither Mr. nor Mrs. Siskind is a public officer or employee.

Mr. Zelkowitz requested the Board provide clarification as to Mr. Schnidman's continuing role pending the appointment of a new Executive Director. The Board approved 5-0, thanking Mr. Schnidman for his services and assigning Mr. Dennis Kelly, Deputy City Manager, overseeing

the CRA Executive Director position until the new Executive Director is hired.

The Board approved 5-0, paying Mr. Schnidman through the end of the month of May, 2006.

C. Executive Director

(NONE)

D. Next Board Meetings: May 23, 2006 at 5:30 PM

Next Advisory Committee Meeting – June 1, 2006 at 6:00
PM

ADJOURNMENT

Meeting adjourned at 7:10 p.m.

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RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND BOARD MEMBERS OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY AND TONY E. CRAPP, SR. FOR THE POSITION OF CRA EXECUTIVE DIRECTOR; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Miami Community Redevelopment Agency (the “CRA”) desires to employ Tony E. Crapp, Sr. as the CRA Executive Director pursuant to the terms and provisions of the Employment Agreement attached hereto as Exhibit “A” and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS 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 Employment Agreement attached hereto as Exhibit “A” is hereby approved.

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

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

PASSED AND ADOPTED by a _____ vote of the Board of the North Miami Community Redevelopment Agency, this 23rd day of May, 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: _____

Seconded by: _____

Vote:

Chair Kevin A. Burns

_____ (Yes) _____ (No)

Boardmember Michael R. Blynn

_____ (Yes) _____ (No)

Boardmember Jacques A. Despinosse

_____ (Yes) _____ (No)

Boardmember Scott Galvin


_____ (Yes) _____ (No)

Boardmember Marie Erlande Steril

_____ (Yes) _____ (No)

MEMORANDUM

TO: Honorable Chairman and Board Members
of the North Miami Community Redevelopment Agency

FROM: Steven W. Zelkowitz, Esq. 

CC: Dennis Kelly, Interim Executive Director

DATE: May 22, 2006

SUBJECT: Employment Agreement with Tony E. Crapp, Sr.

Pursuant to your direction at the CRA Board meeting held on May 9, 2006, I met with Tony E. Crapp, Sr. to further negotiate certain terms regarding his potential employment as the CRA Executive Director. These negotiations resulted in the following changes to the draft Employment Agreement:

1. The annual salary was reduced from \$195,000 to \$190,000.
2. The renewal term was changed from a 2 year term to annual terms as mutually agreed upon by the parties.
3. The severance terms were reduced from 12 months salary during the initial 3 year term to 12 months salary during the 1st year, 9 months salary during the 2nd year, and 6 months salary during the 3rd year and any renewal term.
4. The car allowance was reduced from \$750/month to \$500/month.
5. The general expense allowance was deleted in its entirety.

In order to assist you in your review of the proposed Employment Agreement, also attached is a table comparing its terms to the terms of the Employment Agreement with the City Manager. This table also shows Mr. Crapp's current employment benefits with Miami-Dade County.

May 22, 2006

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This item will be on the agenda for your consideration at the CRA Board meeting scheduled for May 23, 2006. Please feel free to contact me with any questions or comments you may have regarding the foregoing.

19420 v1

**Comparison of Key Points
of Mr. Crapp's Current Employment with Miami-Dade County, Employment Contract
with City Manager and Proposed Employment Contract with CRA Executive Director**

Benefit	Current Employment with Miami-Dade County	City Manager	CRA Executive Director
Contract Term	None	Indefinite	3 year initial term renewable thereafter for annual terms upon mutual agreement of the parties.
Annual Salary	\$188,855 payable in bi-weekly installments (includes current annual salary of \$178,014 plus recent performance review and commitment for a 3% increase retro-active to 9/04 and another 3% increase retro-active to 9/05.	Currently \$204,838 payable in bi-weekly installments (as per Classification and Pay Plan of City as amended from time to time).	\$190,000 payable in bi-weekly installments (mandatory annual cost of living adjustment plus discretionary periodic merit increases).
Executive Benefit Allowance	County provides a Level 1 benefit of \$10,000 annually to be used in a variety of options.	None	None
Social Security (FICA and MICA)	County pays the employer share for this benefit.	City pays the employer share for this benefit.	Same as City provides for City Manager.
Comprehensive Medical and Dental Benefits	County pays share at cost of \$5,406/yr as of 1/1/05.	City provides medical and dental for City Manager and family.	Same as City provides for City Manager.

Benefit	Current Employment with Miami-Dade County	City Manager	CRA Executive Director
Vision Benefit	County offers benefit and employee pays for coverage for self and dependents at cost of \$220/yr as of 1/1/05.	None	None
Disability Benefit	County offers benefit and pays for coverage at cost of \$4,450/yr as of 1/1/05.	City provides disability insurance for the City Manager.	Same as City provides for City Manager.
Life Insurance	County offers benefit and pays for life insurance in an amount equal to employee's annual salary at cost of \$546/yr as of 1/1/05.	City provides life insurance for the City Manager.	Same as City provides for City Manager.
Optional Life Insurance	County offers benefit and employee pays for additional life insurance in an amount equal to 2 times annual salary at cost of \$982/yr as of 1/1/05.	None	None
Retirement Benefits	County offers participation in State of Florida Retirement System at a cost to the County of \$18,602 annually as of 1/1/05 and no cost to the employee.	City provides payment of 10% of City Manager's annual base salary into a deferred compensation plan.	Same as City provides for City Manager.

Benefit	Current Employment with Miami-Dade County	City Manager	CRA Executive Director
	In addition, County offers a Senior Management Supplemental Retirement Plan and contributes \$1500 annually in January on behalf of the employee.		
Deferred Compensation Plan	County offers participation in the ICMA Deferred Compensation Plan and the employee contributes the maximum allowed annually.	None	None
Car Allowance	County provides an allowance for use of personal vehicle in the amount of \$6,000 annually (@ \$500 per month).	City provides City Manager the use of City vehicle or, alternatively, an auto allowance of \$500 per month.	Same as City provides for City Manager.
Parking	County provides the employee with a parking space at no cost.	City provides City Manager with parking space at no cost	CRA to provide parking space at no cost
Sick, Annual, Holiday and Military Leave	County provides paid annual sick, holiday and other leave on an annual basis.	City provides for accrual of paid annual, sick, annual holiday and military leave.	Same as City provides for City Manager.

Benefit	Current Employment with Miami-Dade County	City Manager	CRA Executive Director
Annual Evaluation and Performance Pay Increase	County has a Senior Management Appraisal System.	Included in Annual Salary section above.	Included in Annual Salary section above.
Annual Cost of Living Increase	County provides an annual cost of living increase consistent with union contracts.	Included in Annual Salary section above.	Included in Annual Salary section above.
General Expense Allowance	None	City provides City Manager a monthly expense allowance equivalent to that provided to individual Council members.	None.
Dues and Subscriptions	As provided in annual budget.	City pays reasonable and customary professional dues and subscriptions of the City Manager.	Same as City provides for City Manager.
Professional Development	As provided in annual budget.	City pays the reasonable and customary travel and subsistence expenses for City Manager's attendance at seminars and conferences.	Same as City provides for City Manager.
Contract Termination	N/A	City can terminate with or without cause.	Same as City provides for City Manager.

Benefit	Current Employment with Miami-Dade County	City Manager	CRA Executive Director
Severance Terms and Conditions	None	3 months salary pursuant to Article II, Section 11 of the City Charter.	12 months salary if during the 1 st year, 9 months salary if during the 2 nd year and 6 months salary during the 3 rd year and any annual renewal term; no severance upon voluntary resignation or if terminated for cause.
Indemnification	Per County Code and State Statutes.	City indemnifies City Manager for claims arising out of City Manager's duties.	As per the CRA By-Laws (which is similar to indemnity by City of City Manager).

**EMPLOYMENT AGREEMENT
BETWEEN
TONY E. CRAPP, SR.
AND
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this ___ day of May, 2006 by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") and **TONY E. CRAPP, SR.** (the "EXECUTIVE DIRECTOR"). The CRA and the EXECUTIVE DIRECTOR are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The CRA desires to employ the EXECUTIVE DIRECTOR as the Executive Director of the CRA, and the EXECUTIVE DIRECTOR desires to accept such employment under the terms and conditions hereinafter set forth below.

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 CRA and the EXECUTIVE DIRECTOR agree as follows:

1. Appointment of the Executive Director; Term. Pursuant to Section 2.4 of the By-Laws of the CRA, Tony E. Crapp, Sr. is hereby appointed as the Executive Director of the CRA effective as of June _____, 2006 (the "Effective Date"). The initial term of this Agreement will commence upon the Effective Date and, unless terminated sooner pursuant to the provisions hereof, end three (3) years from the Effective Date (the "Term"). The Parties shall have the right, subject to their mutual agreement, to extend the Term for successive one (1) year renewal terms. All references in this Agreement to the Term shall include the Term as it may be extended.

2. Duties. The EXECUTIVE DIRECTOR shall perform the function and duties of the Executive Director as generally set forth in the By-Laws of the CRA and to otherwise perform other associated and legally required duties and functions as the CRA Board may direct from time to time and assign to the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of EXECUTIVE DIRECTOR's ability.

3. Termination. Nothing in the Agreement shall prevent, limit or otherwise interfere with the absolute right of the CRA Board to terminate the services of the EXECUTIVE DIRECTOR at any time, with or without cause. A vote of "no confidence" by the CRA Board may be considered by the EXECUTIVE DIRECTOR as a termination under this Agreement.

Nonetheless, the EXECUTIVE DIRECTOR has agreed, to devote a minimum of three (3) years to the CRA, unless there occur special circumstances when it may be in the best interests of the CRA and the EXECUTIVE DIRECTOR to end the relationship in shorter time. In the event the EXECUTIVE DIRECTOR voluntarily resigns, then the EXECUTIVE DIRECTOR shall give the CRA thirty (30) days written notice, in advance, unless the Parties agree to waive such notice requirement.

4. Severance Terms and Conditions. The EXECUTIVE DIRECTOR and the CRA recognize and agree that the EXECUTIVE DIRECTOR shall receive severance in the event the CRA Board terminates his services in the following amounts under the following circumstances:

- A. If at any time during the first (1st) year of the initial Term, the EXECUTIVE DIRECTOR shall receive twelve (12) months salary.
- B. If at any time during the second (2nd) year of the initial Term, the EXECUTIVE DIRECTOR shall receive nine (9) months salary.
- C. If at any time during the third (3rd) year of the initial Term, the EXECUTIVE DIRECTOR shall receive six (6) months salary.
- D. If at any time during any annual renewal Term, the EXECUTIVE DIRECTOR shall receive six months (6) months salary.

The EXECUTIVE DIRECTOR shall not receive any severance if he voluntarily resigns or if he is terminated for cause including, but not limited to, failure to perform his duties as required by this Agreement, misfeasance, malfeasance and/or violation of any CRA employments policies now or hereinafter in effect (e.g., personal use of computers). The EXECUTIVE DIRECTOR shall not receive or be entitled to any other CRA benefit and shall not be considered an employee of the CRA during such severance period.

5. Annual Base Salary. The EXECUTIVE DIRECTOR shall be paid at an initial annual rate of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00), payable in bi-weekly installments. The EXECUTIVE DIRECTOR shall receive periodic merit increases as determined by the CRA Board in its reasonable discretion; provided, however, that the EXECUTIVE DIRECTOR shall receive an automatic yearly cost of living adjustment on the anniversary of the Effective Date.

6. Social Security (FICA and MICA); Deductions and Taxes. The CRA shall pay the employer share of Social Security (FICA and MICA) benefits. Deductions shall be made from the EXECUTIVE DIRECTOR's compensation for withholding tax and other such taxes as may from time to time be required by federal, state and or local governmental authorities. Except as set forth above, the EXECUTIVE DIRECTOR shall be responsible for any and all personal income, estate, gift and or other taxes of any kind whatsoever due and payable with respect to any compensation received by the EXECUTIVE DIRECTOR from CRA.

7. Deferred Compensation. The CRA agrees to authorize all necessary arrangements to pay ten percent (10%) of the EXECUTIVE DIRECTOR's annual base salary into a deferred compensation plan of the EXECUTIVE DIRECTOR, which shall be in addition to the base salary. The Parties acknowledge and agree that the CRA currently does not have a deferred compensation plan and shall take all reasonable steps as necessary to establish a deferred compensation plan or to designate the CRA as an affiliate of the City of North Miami (the "CITY") in order to entitle the EXECUTIVE DIRECTOR to participate in the CITY's deferred compensation plan, all subject to the mutual agreement of the Parties.

8. Automobile/Auto Allowance. The EXECUTIVE DIRECTOR shall have the exclusive and unrestricted use at all times during employment of a CRA vehicle. The CRA shall be responsible for providing liability, property damage and comprehensive insurance and for the purchase or lease, operation, maintenance, repair and regular replacement of the vehicle. Entitlement to use of the CRA vehicle shall cease five (5) days after the EXECUTIVE DIRECTOR's termination or resignation. Alternatively, the EXECUTIVE DIRECTOR may choose to accept \$500.00 per month as an auto allowance.

9. Medical, Dental and Life Insurance. The CRA agrees to provide comprehensive medical, dental and life insurance for the EXECUTIVE DIRECTOR and his family on the same basis as provided to unclassified Administrative Staff of the CITY until such time as the CRA adopts its own employment policies.

10. Disability Insurance. The CRA agrees to provide disability insurance for the EXECUTIVE DIRECTOR at the benefit level provided to unclassified Administrative Staff of the CITY until such time as the CRA adopts its own employment policies.

11. Sick, Annual, Holiday and Military Leave. The EXECUTIVE DIRECTOR shall accrue sick, annual and holiday at the same frequency as other unclassified personnel of the CITY, but without accrual caps or other limitations, until such time as the CRA adopts its own employment policies. The EXECUTIVE DIRECTOR shall, upon resignation or termination, receive the cash value of 100% of accrued annual and 50% of accrued sick leave.

12. Dues and Subscriptions. The CRA agrees to pay the reasonable and customary professional dues and subscriptions of the EXECUTIVE DIRECTOR necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual CRA budget.

13. Professional Development. The CRA agrees to pay the reasonable and customary travel and subsistence expenses for the EXECUTIVE DIRECTOR's travel and attendance at conferences, committee meetings and other reasonably necessary seminars, conferences and committee meetings customary to the position of EXECUTIVE DIRECTOR, as shall be approved in the annual CRA budget.

14. Indemnification and Insurance.

A. Indemnification. The CRA shall indemnify the EXECUTIVE DIRECTOR in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he shall be made a party or is threatened to made a party by reason of his being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been an employee of the CRA against all expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred; provided, however, that the EXECUTIVE DIRECTOR shall not be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his duties to the CRA; and provided further, that the EXECUTIVE DIRECTOR shall not be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of Commissioners not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the EXECUTIVE DIRECTOR, his heirs, executors or administrators may be entitled as a matter of law.

B. The CRA may purchase insurance for indemnifying the EXECUTIVE DIRECTOR to the extent that such indemnification is allowed in Section 14.A herein.

15. General Provisions.

- A. The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understanding contained shall be binding upon the CRA and the EXECUTIVE DIRECTOR. No other representations or understandings are binding on the CRA and the EXECUTIVE DIRECTOR unless contained in this or a subsequently adopted Agreement.
- B. Upon the EXECUTIVE DIRECTOR's death, the CRA's obligations shall terminate except for:
- (i) Transfer of balances in the EXECUTIVE DIRECTOR's deferred compensation plan to designated beneficiary(ies);
 - (ii) Payment of accrued leave balances in accordance with Section 11 above;
 - (iii) Payment of all outstanding hospitalization, medical and dental bills in accordance with CRA's insurance policies or plans for the EXECUTIVE DIRECTOR;

- (iv) Payment of all life insurance and disability benefits; and
 - (v) Provision of such other benefits the CRA has with respect to its unclassified employees generally.
- C. No alteration, modification or amendment to the terms of this Agreement shall be effective unless contained in writing and executed by the EXECUTIVE DIRECTOR and the CRA following approval by the CRA Board.
- D. The CRA and the EXECUTIVE DIRECTOR each waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate State Court, in and for Miami-Dade County, Florida.
- E. This Agreement shall be construed and administered with the laws of Florida.

16. Severability. 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.

17. 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.

18. 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.

19. Notices. Unless otherwise provided herein, all notices or other communications hereunder shall be in writing and shall be deemed to have been received (i) when delivered personally by hand to the recipient or when transmitted by facsimile to the recipient (with telephonic confirmation by the sender to the recipient), (ii) one business day after mailing by

over-night courier, or (iii) three days after mailing by United States registered or certified first class mail (postage prepaid).

20. Representations and Warranties.

A. No Prior Obligations. EXECUTIVE DIRECTOR represents and warrants to CRA that he is free to accept employment with CRA as contemplated herein, and he has no other prior obligations or commitments of any kind, written or oral, to any person or entity which would in any way interfere with his acceptance, or the full performance of his obligations and responsibilities, or the exercise of his best efforts and judgment to his employment hereunder.

B. Ability. EXECUTIVE DIRECTOR represents and warrants to CRA that the EXECUTIVE DIRECTOR is fully qualified and possesses the requisite skills and experience to perform his duties as set forth herein.

21. Exclusive Relationship. EXECUTIVE DIRECTOR agrees that, during the Term of this Agreement, Employee shall not (a) have any direct or indirect interest as a disclosed or beneficial owner in any business selling products or providing services to the CRA; and/or (b) perform services as a director, officer, manager, employee, representative, agent or otherwise for any business selling products or performing services to the CRA.

22. Work made for Hire; Work Products.

A. Work Made for Hire. EXECUTIVE DIRECTOR agrees that the CRA shall have the perpetual and nonexclusive right to use EXECUTIVE DIRECTOR ideas, concepts, methods and techniques relating to the development and/or operation of CRA. EXECUTIVE DIRECTOR shall not be entitled to any additional compensation for the same. Any development by the EXECUTIVE DIRECTOR of patentable or copyrightable material shall be considered "work for hire" under the United States patent and copyright laws, and the patent or copyright in and to such material shall belong to CRA. To the extent the development may not be deemed a "work for hire," the EXECUTIVE DIRECTOR shall be deemed to have assigned all patent and copyright rights therein to CRA, and Employee shall execute all document required by CRA to effect such assignment.

B. Work Product. All documents including any computer digital records relating thereto, prepared by the EXECUTIVE DIRECTOR pursuant to this Agreement, shall be the sole and exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, the EXECUTIVE DIRECTOR shall promptly deliver to the CRA all or any portion of the above referenced documents including the digital information relating thereto.

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

CRA:

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

By: _____
Kevin A. Burns, Chairman

By: _____
Dennis Kelly, Interim Executive Director

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

EXECUTIVE DIRECTOR:

TONY E. CRAPP, SR.

**EMPLOYMENT AGREEMENT
BETWEEN
TONY E. CRAPP, SR.
AND
NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**

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RECITALS

1. The CRA desires to employ the EXECUTIVE DIRECTOR as the Executive Director of the CRA, and the EXECUTIVE DIRECTOR desires to accept such employment under the terms and conditions hereinafter set forth below.

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 CRA and the EXECUTIVE DIRECTOR agree as follows:

1. Appointment of the Executive Director; Term. Pursuant to Section 2.4 of the By-Laws of the CRA, Tony E. Crapp, Sr. is hereby appointed as the Executive Director of the CRA effective as of ~~May~~June _____, 2006 (the "Effective Date"). The initial term of this Agreement will commence upon the Effective Date and, unless terminated sooner pursuant to the provisions hereof, end three (3) years ~~from~~from the Effective Date (the "Term"). The Parties shall have the right, subject to their mutual agreement, to extend the Term for successive one two (2) year renewal term/terms. All references in this Agreement to the Term shall include the Term as it may be extended.

2. Duties. The EXECUTIVE DIRECTOR shall perform the function and duties of the Executive Director as generally set forth in the By-Laws of the CRA and to otherwise perform other associated and legally required duties and functions as the CRA Board may direct from time to time and assign to the EXECUTIVE DIRECTOR. The EXECUTIVE DIRECTOR agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of EXECUTIVE DIRECTOR's ability.

3. Termination. Nothing in the Agreement shall prevent, limit or otherwise interfere with the absolute right of the CRA Board to terminate the services of the EXECUTIVE DIRECTOR at any time, with or without cause. A vote of "no confidence" by the CRA Board may be considered by the EXECUTIVE DIRECTOR as a termination under this Agreement.

Nonetheless, the EXECUTIVE DIRECTOR has agreed, to devote a minimum of three (3) years to the CRA, unless there occur special circumstances when it may be in the best interests of the CRA and the EXECUTIVE DIRECTOR to end the relationship in shorter time. In the event the EXECUTIVE DIRECTOR voluntarily resigns, then the EXECUTIVE DIRECTOR shall give the CRA thirty (30) days written notice, in advance, unless the Parties agree to waive such notice requirement.

4. Severance Terms and Conditions. The EXECUTIVE DIRECTOR and the CRA recognize and agree that the EXECUTIVE DIRECTOR shall receive severance in the event the CRA Board terminates his services in the following amounts under the following circumstances:

- A. If at any time during the ~~three~~first (3^{1st}) ~~years~~year of the initial Term, the EXECUTIVE DIRECTOR shall receive twelve (12) months ~~severance~~salary.
- B. If at any time during the second (2nd) year of the initial Term, the EXECUTIVE DIRECTOR shall receive nine (9) months salary.
- C. If at any time during the third (3rd) year of the initial Term, the EXECUTIVE DIRECTOR shall receive six (6) months salary.
- D. ~~B. If at any time during the two (2) years of the~~If at any time during any annual renewal Term, the EXECUTIVE DIRECTOR shall receive six months (6) months severancesalary.

The EXECUTIVE DIRECTOR shall not receive any severance if he voluntarily resigns or if he is terminated for cause including, but not limited to, failure to perform his duties as required by this Agreement, misfeasance, malfeasance and/or violation of any CRA employment policies now or hereinafter in effect (e.g., personal use of computers). The EXECUTIVE DIRECTOR shall not receive or be entitled to any other CRA benefit and shall not be considered an employee of the CRA during such severance period.

5. Annual Base Salary. The EXECUTIVE DIRECTOR shall be paid at an initial annual rate of One Hundred Ninety Five-Thousand and 00/100 Dollars (~~\$195,000.00~~190,000.00), payable in bi-weekly installments. The EXECUTIVE DIRECTOR shall receive periodic merit increases as determined by the CRA Board in its reasonable discretion; provided, however, that the EXECUTIVE DIRECTOR shall receive an automatic yearly cost of living adjustment on the anniversary of the Effective Date.

6. Social Security (FICA and MICA); Deductions and Taxes. The CRA shall pay the employer share of Social Security (FICA and MICA) benefits. Deductions shall be made from the EXECUTIVE DIRECTOR's compensation for withholding tax and other such taxes as may from time to time be required by federal, state and or local governmental authorities. Except as set forth above, the EXECUTIVE DIRECTOR shall be responsible for any and all

personal income, estate, gift and or other taxes of any kind whatsoever due and payable with respect to any compensation received by the EXECUTIVE DIRECTOR from CRA.

7. Deferred Compensation. The CRA agrees to authorize all necessary arrangements to pay ten percent (10%) of the EXECUTIVE DIRECTOR's annual base salary into a deferred compensation plan of the EXECUTIVE DIRECTOR, which shall be in addition to the base salary. The Parties acknowledge and agree that the CRA currently does not have a deferred compensation plan and shall take all reasonable steps as necessary to establish a deferred compensation plan or to designate the CRA as an affiliate of the City of North Miami (the "CITY") in order to entitle the EXECUTIVE DIRECTOR to participate in the CITY's deferred compensation plan, all subject to the mutual agreement of the Parties.

8. Automobile/Auto Allowance. The EXECUTIVE DIRECTOR shall have the exclusive and unrestricted use at all times during employment of a CRA vehicle. The CRA shall be responsible for providing liability, property damage and comprehensive insurance and for the purchase or lease, operation, maintenance, repair and regular replacement of the vehicle. Entitlement to use of the CRA vehicle shall cease five (5) days after the EXECUTIVE DIRECTOR's termination or resignation. Alternatively, the EXECUTIVE DIRECTOR may choose to accept ~~\$750.00~~500.00 per month as an auto allowance.

9. General Expenses. ~~The CRA recognizes that certain expenses of a non-personal nature are incurred by the EXECUTIVE DIRECTOR, and agrees to provide a monthly expense allowance equivalent to that provided for individual members of the CRA Board.~~ 10.

~~10.~~ Medical, Dental and Life Insurance. The CRA agrees to provide comprehensive medical, dental and life insurance for the EXECUTIVE DIRECTOR and his family on the same basis as provided to unclassified Administrative Staff of the CITY until such time as the CRA adopts its own employment policies.

~~11.~~ 10. Disability Insurance. The CRA agrees to provide disability insurance for the EXECUTIVE DIRECTOR at the benefit level provided to unclassified Administrative Staff of the CITY until such time as the CRA adopts its own employment policies.

~~12.~~ 11. Sick, Annual, Holiday and Military Leave. The EXECUTIVE DIRECTOR shall accrue sick, annual and holiday at the same frequency as other unclassified personnel of the CITY, but without accrual caps or other limitations, until such time as the CRA adopts its own employment policies. The EXECUTIVE DIRECTOR shall, upon resignation or termination, receive the cash value of 100% of accrued annual and 50% of accrued sick leave.

~~13.~~ 12. Dues and Subscriptions. The CRA agrees to pay the reasonable and customary professional dues and subscriptions of the EXECUTIVE DIRECTOR necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual CRA budget.

14.13. Professional Development. The CRA agrees to pay the reasonable and customary travel and subsistence expenses for the EXECUTIVE DIRECTOR's travel and attendance at conferences, committee meetings and other reasonably necessary seminars, conferences and committee meetings customary to the position of EXECUTIVE DIRECTOR, as shall be approved in the annual CRA budget.

15.14. Indemnification and Insurance.

A. Indemnification. The CRA shall indemnify the EXECUTIVE DIRECTOR in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he shall be made a party or is threatened to be made a party by reason of his being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been an employee of the CRA against all expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred; provided, however, that the EXECUTIVE DIRECTOR shall not be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his duties to the CRA; and provided further, that the EXECUTIVE DIRECTOR shall not be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of Commissioners not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the EXECUTIVE DIRECTOR, his heirs, executors or administrators may be entitled as a matter of law.

B. The CRA may purchase insurance for indemnifying the EXECUTIVE DIRECTOR to the extent that such indemnification is allowed in Section 15.14.A herein.

16.15. General Provisions.

- A. The provisions of this Agreement constitute the entire understanding between the parties. Only the representations and understanding contained shall be binding upon the CRA and the EXECUTIVE DIRECTOR. No other representations or understandings are binding on the CRA and the EXECUTIVE DIRECTOR unless contained in this or a subsequently adopted Agreement.
- B. Upon the EXECUTIVE DIRECTOR's death, the CRA's obligations shall terminate except for:
- (i) Transfer of balances in the EXECUTIVE DIRECTOR's deferred compensation plan to designated beneficiary(ies);

- (ii) Payment of accrued leave balances in accordance with Section ~~1211~~ above;
 - (iii) Payment of all outstanding hospitalization, medical and dental bills in accordance with CRA's insurance policies or plans for the EXECUTIVE DIRECTOR;
 - (iv) Payment of all life insurance and disability benefits; and
 - (v) Provision of such other benefits the CRA has with respect to its unclassified employees generally.
- C. No alteration, modification or amendment to the terms of this Agreement shall be effective unless contained in writing and executed by the EXECUTIVE DIRECTOR and the CRA following approval by the CRA Board.
- D. The CRA and the EXECUTIVE DIRECTOR each waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate State Court, in and for Miami-Dade County, Florida.
- E. This Agreement shall be construed and administered with the laws of Florida.

~~17-16.~~ Severability. 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.

~~18-17.~~ 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.

~~19-18.~~ 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.

20.19. Notices. Unless otherwise provided herein, all notices or other communications hereunder shall be in writing and shall be deemed to have been received (i) when delivered personally by hand to the recipient or when transmitted by facsimile to the recipient (with telephonic confirmation by the sender to the recipient), (ii) one business day after mailing by over-night courier, or (iii) three days after mailing by United States registered or certified first class mail (postage prepaid).

21.20. Representations and Warranties.

A. No Prior Obligations. EXECUTIVE DIRECTOR represents and warrants to CRA that he is free to accept employment with CRA as contemplated herein, and he has no other prior obligations or commitments of any kind, written or oral, to any person or entity which would in any way interfere with his acceptance, or the full performance of his obligations and responsibilities, or the exercise of his best efforts and judgment to his employment hereunder.

B. Ability. EXECUTIVE DIRECTOR represents and warrants to CRA that the EXECUTIVE DIRECTOR is fully qualified and possesses the requisite skills and experience to perform his duties as set forth herein.

22.21. Exclusive Relationship. EXECUTIVE DIRECTOR agrees that, during the Term of this Agreement, Employee shall not (a) have any direct or indirect interest as a disclosed or beneficial owner in any business selling products or providing services to the CRA; and/or (b) perform services as a director, officer, manager, employee, representative, agent or otherwise for any business selling products or performing services to the CRA.

23.22. Work made for Hire; Work Products.

A. Work Made for Hire. EXECUTIVE DIRECTOR agrees that the CRA shall have the perpetual and nonexclusive right to use EXECUTIVE DIRECTOR ideas, concepts, methods and techniques relating to the development and/or operation of CRA. EXECUTIVE DIRECTOR shall not be entitled to any additional compensation for the same. Any development by the EXECUTIVE DIRECTOR of patentable or copyrightable material shall be considered "work for hire" under the United States patent and copyright laws, and the patent or copyright in and to such material shall belong to CRA. To the extent the development may not be deemed a "work for hire," the EXECUTIVE DIRECTOR shall be deemed to have assigned all patent and copyright rights therein to CRA, and Employee shall execute all document required by CRA to effect such assignment.

B. Work Product. All documents including any computer digital records relating thereto, prepared by the EXECUTIVE DIRECTOR pursuant to this Agreement, shall be the sole and exclusive property of the CRA. Upon request of the CRA and/or upon the

termination or completion of this Agreement, the EXECUTIVE DIRECTOR shall promptly deliver to the CRA all or any portion of the above referenced documents including the digital information relating thereto.

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

CRA:

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

By: _____
Kevin A. Burns, Chairman

By: _____
~~Frank Schmidman~~, Dennis Kelly, Interim Executive Director

Attest:

By: _____
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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

EXECUTIVE DIRECTOR:

TONY E. CRAPP, SR.

Document comparison done by DeltaView on Monday, May 22, 2006 11:23:33 AM

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Statistics:		
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Deletions	34	
Moved from	1	
Moved to	1	
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Format changed	0	
Total changes	70	