

**SERVICES AUTHORIZATION FOR THE
CRA-WIDE COMMERCIAL CORRIDOR IMPROVEMENT PROGRAM**

THIS SERVICES AUTHORIZATION (this "Authorization") is made and entered into this 26th day of January, 2007, 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 "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City and the CRA entered into that certain Interlocal Services Agreement dated as of July 11, 2006 (the "Agreement") for the purpose of allowing the CRA to access City personnel and services for its occasional and dedicated needs as well as to implement specific CRA budgeted projects, programs and activities.

2. Pursuant to Section 3.2 of the Agreement, the Parties are required to memorialize their mutual agreement as to the services to be provided by the City to the CRA in a written services authorization signed by the Parties, and the Parties desire to enter into this Authorization for such purposes, all subject to the terms and conditions of this Authorization and the 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 CRA 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 Authorization by reference.

1.2 Authority. This Authorization is entered into by the Parties pursuant to Section 3.2 of the Agreement.

1.3 Incorporation of Agreement Terms; Conflicts. All terms and conditions of the Agreement are incorporated herein by reference and shall govern the parties with respect to the Services (as defined below) including but not limited to the performance provisions relative to the City and payment provisions relative to the CRA. In the event this Authorization contains additional terms and conditions that conflict with the Agreement, the terms of this Authorization shall control; otherwise the terms of the Agreement shall control for all intents and purposes.

Section 2. Services. The City shall provide or cause to be provided the following services for a total cost not exceed Five Hundred and Fifty Thousand and 00/100 Dollars (\$550,000), all as more specifically set forth in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services"):

<u>Service Description</u>	<u>Estimated Cost/Budget as of 11/9/06</u>
A. Commercial Corridor Clean Team	\$261,260
B. Code Enforcement Enhancement Program	\$ 97,086
C. Tree Replacement & Landscaping	\$ 67,150
D. Streetscape Banner Program	\$ 36,960
E. Contingency for Cost and Service Adjustments	\$ 87,544
TOTAL	\$550,000

Section 3. Term of Work Authorization. The services authorized pursuant to this agreement shall be provided or delivered during the time period commencing on October 1, 2006 and ending on September 30, 2007.

Section 4. Requirements. The City shall meet the following requirements relative to the provision of the authorized services on behalf of the CRA: (a) The City shall cooperate with the CRA in providing such reports as may be required from time to time by the CRA for the purpose of documenting the delivery or performance of the authorized services including baseline reports regarding service delivery or performance goals and objectives. It is intended that such reports as may be required will be sufficiently detailed so as to satisfy any requirements of the CRA for documentation substantiating the performance or delivery of the authorized services as new services or as enhancements to the level of City services being provided within the CRA boundaries; (b) The City shall invoice or bill the CRA for reimbursement of the actual expenses incurred by the City in directly providing or causing the authorized services to be provided on a not less than monthly basis. The City's invoice or bill shall be in a format acceptable to the CRA and shall be accompanied by detailed documentation describing the services that were provided and the actual expenses that were incurred. The CRA shall not be billed or invoiced for any City general overhead or administrative expenses; (c) The City shall establish a cost center or project accounting system to capture and record the actual expenses incurred in the performance or delivery of each authorized service and service component in a manner that is acceptable to the CRA; (d) A listing of all of the equipment that is acquired by the City and paid for by the CRA for the performance or delivery of the authorized services shall be maintained by the City. The City and CRA shall mutually determine (a) the appropriate accounting treatment for and (b) the appropriate procedure for the conveyance or disposition of any

equipment or other assets that may be acquired by the City and funded by the CRA pursuant to this agreement; and (e) The City and CRA shall mutually determine the manner by which (1) uniformed City personnel engaged in the direct performance or delivery of services funded by the CRA and (2) vehicles and machinery that is utilized in the direct performance or delivery of services are identified as being funded or provided by the CRA. Funding for such means of identification as are determined for implementation shall come from within the budget for the authorized services.


Section 5. Amendment. The provisions contained in this agreement may be modified from time to time through written amendments that are executed by both parties.

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

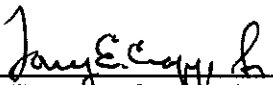
CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By:  1/26/07
for Clarence Patterson, City Manager

Approved as to form and legal sufficiency:

By: 
City Attorney

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

By: 
Tony E. Crapp, Sr., Executive Director

Approved as to form and legal sufficiency:

By: 
Gray Robinson, P.A. CRA Attorney

Exhibit A

Services Authorization – Descriptions and Budgets

A. COMMERCIAL CORRIDOR CLEAN TEAM

(Includes: Pressure Cleaning of Sidewalks, Litter Control & Waster Containers)

The CRA will fund a Commercial Corridor Clean Team comprised of City of North Miami employees who will be located within either the Parks and Recreation Department or the Public Works Department. The team will be responsible for an enhanced level of environmental quality within the boundaries of the CRA through activities including, but not limited to, daily clean up of litter, maintaining the ground cover in planters, replacement/repair of brick pavers, maintaining the public fountain located at NE 6 Avenue and West Dixie Highway, pressure cleaning the sidewalks once a month, hanging the banners in the Arts District and other locations within the CRA boundaries, and emptying the waste containers at least twice a week or as needed. There are other duties that could be added if needed.

<u>Position Title</u>	<u>Estimated Salary</u>	<u>Estimated Fringe</u>	<u>Total Est. Cost</u>
Heavy Equipment Operator	\$38,000	\$23,560	\$61,560
Maintenance Mechanic	\$35,000	\$21,700	\$56,700
General Maintenance	\$30,000	\$18,600	<u>\$48,600</u>
			\$166,860

Equipment & Supplies

2 - ¾ -ton pickups	\$30,000 each		\$60,000
Vehicle Maintenance	@\$500 per month per vehicle (includes fuel)		\$12,000
Uniforms			\$1,950
Tools			\$1,000
Safety Equipment			\$1,950
Pressure Cleaner			\$2,500
Special Supplies	(Annual Expense)		<u>\$15,000</u>
		Total Equipment	\$94,400
		TOTAL	\$ 261,260

B. CODE ENFORCEMENT ENHANCEMENT PROGRAM

<u>Position Title</u>	<u>Estimated Salary</u>	<u>Estimated Fringe</u>	<u>Total Est. Cost</u>
Code Enforcement Officer	\$48,000	\$29,760	\$ 77,760
1 - Ford Ranger Vehicle			\$10,241
Vehicle Maintenance	@\$400 per month (includes fuel)		\$4,800
Other Equipment & Supplies			<u>\$4,285</u>
		TOTAL	\$ 97,086

C. TREE REPLACEMENT & LANDSCAPING

(Includes: Replacement of Removed Trees and Additional Landscaping)

Foxtail Palms	\$1,500 installed	10	\$ 15,000
Carpenteria-double	\$550	30	\$16,500
Green Island Ficus	\$15	1500	\$22,500
Corkscrew Ficus	\$150	40	\$6,000
Veitchia Mont. Single	\$650	11	<u>\$7,150</u>
		TOTAL	\$ 67,150

D. STREETScape BANNER PROGRAM

(Includes: Custom and Stock Banners to be replaced Seasonally)

Purchase/Install Brackets	\$115	96 units	\$ 11,040
Custom Banners	\$120	96 units	\$11,520
Seasonal Change (3)	\$120	40*3 units	\$14,400
		TOTAL	\$36,960

E. CONTINGENCY FOR SERVICE ADJUSTMENTS **\$ 87,544**

GRAND TOTAL **\$550,000**

NMCRA proposed services authorization agreement for CCIP as of 121206 revised
tecsr