

RESOLUTION NO. R-2006-129

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE AFFILIATE AGENCY INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY PROVIDING FRINGE BENEFITS TO THE REGULAR EMPLOYEES OF THE NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE EXECUTION BY THE CITY MANAGER OF THE AFFILIATE AGENCY INTERLOCAL AGREEMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AFFILIATE AGENCY INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the North Miami Community Redevelopment Agency (the "CRA") recognizes that the City of North Miami (the "City") offers its regular employees certain fringe benefits that the CRA desires to offer to CRA regular employees; and

WHEREAS, Section 163.400, Florida Statutes, known as Cooperation by Public Bodies, encourages municipalities to do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related redevelopment activities; and

WHEREAS, the City desires to assist the CRA by making such fringe benefits available to regular employees of the CRA, all subject to the terms and conditions of an Affiliate Agency Interlocal Agreement; and

WHEREAS, the Mayor and City Council desires to authorize the City Manager to execute the Affiliate Agency Interlocal Agreement and to authorize the City Manager to take all steps necessary to implement the terms and conditions of the agreement.

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

Section 2. Approval of Agreement. The Affiliate Agency Interlocal Agreement as attached hereto as Exhibit "A" is hereby approved.

Section 3. Authorization of City Attorney and City Manager. The Mayor and City Council hereby authorize the City Manager to execute the Affiliate Agency Interlocal Agreement.

Section 4. Authorization of City Manager. The City Manager is hereby authorized to take all steps necessary and appropriate to implement the terms and conditions of the Services Interlocal Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 10 day of October, 2006.



KEVIN A. BURNS
MAYOR

ATTEST:

Representing for


FRANK WOLLAND
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



V. LYNN WHITFIELD
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Mayor Burns

Seconded by: Councilman Galvin

Vote:

Mayor Kevin A. Burns	<u>X</u>	(Yes)	<u> </u>	(No)
Vice Mayor 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)
Councilperson Marie Erlande Steril	<u>X</u>	(Yes)	<u> </u>	(No)

AFFILIATE AGENCY INTERLOCAL AGREEMENT

THIS AFFILIATE AGENCY INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this 10 day of October, 2006, 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 CRA recognizes that the City offers its regular employees certain fringe benefits which the CRA desires to offer to CRA regular employees.

2. The City desires to assist the CRA by making such fringe benefits available to regular employees of the CRA, all subject to the terms and conditions 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 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 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. Intent. The intent of this Agreement is to provide the terms and conditions by which the CRA and its regular employees can participate in certain fringe benefits offered by City to employees of the City having status and rank comparable in position classification to CRA employees. As used in this Agreement, the term "regular employee" means any CRA employee that the CRA has obligated itself to provide a fringe benefit, whether by an employment agreement or by personnel policies of the CRA.

Section 3. Fringe Benefit Services.

3.1 Health and Dental Insurance. CRA regular employees shall be entitled to enroll for single, couple or family health insurance coverage, including dental and other health related coverage provided by the City.

3.2 Life and Disability Insurance. CRA regular employees shall be entitled to group term life insurance and other related insurance at the same level of benefit offered by the City to

its regular employees. CRA regular employees shall have the option to enroll in supplemental term life insurance offered by the City to its regular employees. CRA regular employees shall also have the option to enroll in short term and long term disability insurance programs offered by the City to its regular employees.

3.3 Retirement Plans. CRA regular employees shall be entitled to enroll in the Section 401(a) defined contribution plan offered by the City to certain employees of the City. The City shall conform the provisions of its plan with the third party provider to allow employer and employee contributions at levels determined by the CRA for CRA regular employees. In addition, CRA regular employees shall be entitled to enroll in the City's Section 457 deferred income supplemental retirement plan. So long as the City's third party provider for its 401(a) plan also provides the City a 457 plan, then CRA regular employees will only have the option to participate in the 457 plan provided by that third party provider.

3.4 Enrollment Period. For the various health and life insurance programs described above in Paragraphs 3.1 and 3.2, CRA regular employees shall be entitled to enrollment on the same basis as made available to City employees. As of the date of this agreement, employee coverage commences on the first day of the month following the elapse of 60 days from the employees start date. The parties acknowledge that in the event that there is a change in the enrollment criteria for newly hired City employees, that enrollment of newly hired CRA regular employees shall be governed accordingly. Enrollment in the Section 401(a) retirement plan (or any similar successor plan) described in Paragraph 3.3 shall commence on the employees start date. Participation in the Section 457 retirement plan (or any similar successor plan) described in Paragraph 3.3 is an option available to CRA regular employees at their sole discretion. Enrollment in the 457 Plan shall commence the first pay period of the CRA's after a CRA regular employee applies through the City to participate in the program and provides the CRA Executive Director (or his/her designee) a copy of the employee's application, including the amount of employee wages to be withheld per pay period of the CRA. It shall be the sole responsibility of the participating CRA employee to inform the CRA Executive Director (or his/her designee) of any changes in the amount of employee wages to be withheld per pay period of the CRA.

3.5 Participation Optional. Participation by CRA regular employees in the fringe benefit programs offered to the CRA by the City in accordance with Paragraphs 3.1, 3.2 and 3.3 above are optional and at the sole election of the CRA.

Section 4. Cost Reimbursement.

4.1 Insurance Coverage. The City shall at least annually notify the CRA in writing of the actual cost of providing annual insurance coverage to participating CRA regular employees, and the City shall provide periodic written updates due to changes in CRA personnel, elected coverage, insurance rates, etc. The written notification as amended or updated shall set forth the cost per CRA regular employee, including the breakdown between the CRA's share and employee's share of the total cost. The CRA shall rely on said written notification in making monthly payments in advance to the City at least five (5) business days prior to the commencement of each month. The payment made to the City by the CRA shall be for the CRA's total monthly cost of insurance, and the CRA shall be solely responsible for collecting

that portion of any cost that is the responsibility of the CRA regular employee. At the commencement of each fiscal year, the CRA shall make its first actual monthly payment and estimated last monthly payment, with any year end adjustments to be made at least five (5) business days prior to the last month of the fiscal year. In the event that a credit is due to the CRA, it shall be applied to reducing the CRA's first monthly payment for the succeeding fiscal year.

4.2 Retirement Contributions. In conjunction with the ending date of each CRA pay period, the CRA shall provide the City, in the form and content that it requires, the then current list of participating CRA employees, including the amount to be paid to the City's third party provider of Section 401(a) and Section 457 retirement contribution plans. The CRA shall make payment to the City at least three (3) business days in advance of the date that the City makes payment to its third party provider either separately for each plan or collectively as required by the City. The payment or payments made to the City by the CRA shall be the total amount due for that pay period from the CRA and participating CRA employees. The CRA shall be solely responsible for collecting that portion of any cost that is the responsibility of the CRA regular employee.

Section 5. Term. This Agreement shall continue in effect for the life of the Redevelopment Trust Fund unless terminated upon the mutual consent of both parties through adoption of a motion by the governing bodies of both parties. Notwithstanding the foregoing, this Agreement may be terminated upon at least ninety (90) days prior written notice to the other party in the event that: 1) the CRA elects to provide all of the fringe benefits made available to it under this agreement through alternative providers, or 2) the City determines that it is unable to extend coverage or services to CRA regular employees under the same terms and conditions extended to City regular employees due to requirements of its third party providers.

Section 6. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the CRA in accordance with this agreement, including but not limited to records and documents pertaining to the selection of third party service providers. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to performed pursuant to this Agreement.

Section 7. Miscellaneous.

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

7.2 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 and approved by the CRA Board and the City Council.

7.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 Independent Contractor. In performing its obligations hereunder, the City shall be deemed an independent contractor and not an agent or employee of the CRA.

7.9 Assignment. Neither this Agreement, or any interest herein, shall be assigned, transferred or otherwise encumbered by the CRA or the City without the prior written consent of the other Party.

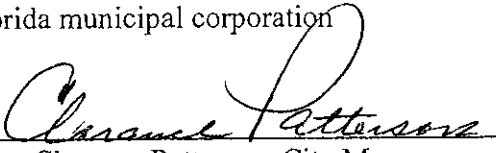
7.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

7.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

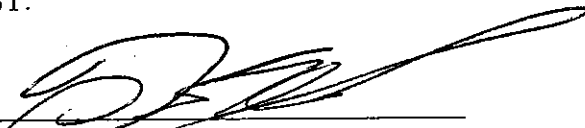
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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

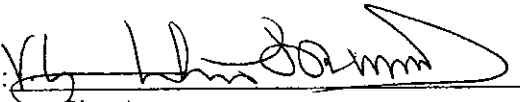
CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

By: 
Clarence Patterson, City Manager

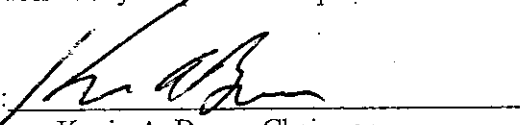
ATTEST:

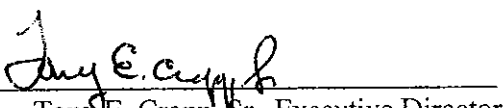
By: 
Frank Wolland, City Clerk

Approved as to form and legal sufficiency

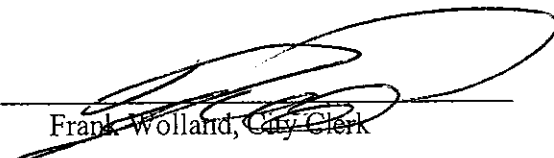
By: 
City Attorney

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

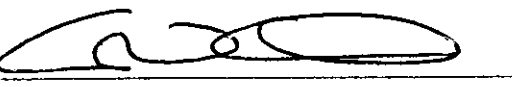
By: 
Kevin A. Burns, Chairman

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

Attest:

By: 
Frank Wolland, City Clerk

Approved as to form and legal sufficiency:

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