

INTERLOCAL SERVICES AGREEMENT (INDIRECT COSTS)
Fiscal Year 2019-2020

THIS INTERLOCAL SERVICES AGREEMENT (INDIRECT) (this “Agreement”) is made and entered into as of October 1, 2019, by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation (the “City”) and the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) (the City and NMCRA are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

1. The NMCRA recognizes that the City has a diversified range of skilled personnel which the NMCRA desires to access for its occasional and dedicated needs as well as to implement specific NMCRA budgeted projects, programs and activities.

2. The City desires to assist the NMCRA with carrying out its Implementation Plan and related redevelopment activities by providing such personnel services to the NMCRA, 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 NMCRA 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 Services (as defined in Section 3) will be provided by the City to the NMCRA. For the sake of clarity, the Parties acknowledge and agree that the Services will only be for redevelopment activities in the NMCRA Community Redevelopment Area.

Section 3. Services. The City agrees to provide the following services to the NMCRA (each a “Service” and collectively the “Services”):

3.1 City Manager’s Office. The City, through the City Manager’s Office shall provide the following services to the NMCRA: fulfill public records; prepare and maintain the public record index system for the NMCRA; oversee the NMCRA records management, retention and destruction program in accordance with State of Florida

statutes and regulations, training NMCRA staff and/or PR Contractor on Public Information policies, and graphics design services when needed.

3.2 Finance Department. The City shall provide the services of the City's Finance Department which shall include, but not limited to, the management of NMCRA fiscal accounts; investment of NMCRA assets; accounting, including but not limited to, accounts receivables and payables, monthly and annual reporting, including annual NMCRA Audit and Comprehensive Annual Financial Report (CAFR); federal income and social security wage tax reporting, sales tax report, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto, as well as tracking NMCRA fixed assets in the City's financial system. The City shall, when requested by the NMCRA, provide the services of the Finance Department related to Business Tax Receipts: assist NMCRA with assemblage of information related to local businesses through the Business Tax Receipt Information and lien search requests.

3.3 Budget and Program Monitoring Department. The City shall provide the services of the City's Budget and Program Monitoring Department related to budgetary services which shall include, but not be limited to, the management of NMCRA fiscal accounts; if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. Assist with the preparation of the NMCRA Annual Budget, which includes, but not limited to, update budget data into the City's financial system and creating budgeting worksheets and reports, payroll budget, Capital Improvement Projects forms, revenue budget forms, Schedule of Proposed Fee Changes. Reviewing the Computation of the tax increment financing (TIF) amounts due from each taxing authority. Training NMCRA staff on the use of the City's budgeting policies.

3.4 City Clerk. The City Clerk shall serve as the Secretary to the NMCRA Board of Directors. The duties of the NMCRA Secretary shall include, but not be limited to, attending all meetings of the NMCRA Board of Directors and maintaining custody of the Agency seal.

3.5 Human Resources Department. The City shall provide the services of the City's Human Resources Department which shall include, but not be limited to, Insurance Benefits (Health, Dental, Life, Supplemental Life, Aflac, Employee Assistance Program, Long Term Disability); Retirement Benefits (401a, 457, Roth, Retirement Health Savings account); training; recruitment; selection; labor relations; classification/wage studies. All employees of the NMCRA shall be entitled to participate in all benefit programs afforded to City employees at the same cost as provided to City employees.

3.6 Community Planning and Development Department. The City shall provide services of the City's Community Planning and Development Department which shall include, but not be limited to planning and zoning services, and assisting with the assemblage of information related to local businesses through Certificate of Uses Information. The Economic Development Division will provide the services which shall include, but not be limited to, planning and implementation of Mayor's Quarterly

Luncheons funded by the NMCRA and producing updated Market Analysis and Reports pertinent to the region.

3.7 Building Department. The City shall provide services of the City's Building Department which shall include, but not be limited to, permitting of NMCRA capital projects, inspections, plan review, demolition activities and Unsafe Structures Board proceedings as well as access to historical property data through laserfiche or other such means as deemed appropriate.

3.8 Code Compliance Division. The City shall provide services of the City's Code Compliance Division which shall include, but not be limited to, lien and code violations, searches of properties with the Community Redevelopment Area, sanitation assistance, trash cleanup, and vacant lot upkeep.

3.9 Parks and Recreation Department. The City shall provide services of the City's Parks and Recreation Department which shall include, but not be limited to, special events support assistance for NMCRA sponsored events and securing appropriate events vendors to implement successful events.

3.9 Procurement Department. The City shall provide the services of the City's Procurement Department related to purchasing good and services necessary for the operation of NMCRA redevelopment activities projects which shall include, but not be limited to, requisitions processing developed into purchase orders; account authorization; creation and revision of vendor information; assistance with the release and processing of formal Requests for Proposals (RFPs), Requests for Qualifications (RFQs) and Bids; as well as contract processing and issuance of Purchasing Cards (P-Card).

3.10 Public Works Department. The City shall provide the services of the City's Public Works Department with respect to project management services necessary for the operation of NMCRA redevelopment activities projects which shall include, but not limited to, asphalt repairs, signage, storm drainage upgrades, sidewalk construction and/repairs, striping, installation of speed tables and other traffic calming devices. Acquisition and installation of street furniture as deemed appropriate. When requested by the NMCRA, the Public Works Department will provide the following services: grounds maintenance, landscaping, irrigation, lighting vehicle maintenance.

3.11 Innovation Technology. The City shall the services of the City's Innovation Technology Department which shall include, but not be limited to, technical assistance for computer hardware and software, telecommunications support for office and mobile communications, Internet access, and project management for Innovation Technology systems. Following is a brief explanation on how services will be provided: Help Desk support: help line to troubleshoot desktop problems, reset logons, replace and configure computer equipment (computers, scanners, printers, etc.); Application program support (Excel, Word, etc.); Office telephone system: set up phone accounts; Email system: set up email accounts, user assistance, email archive of all emails sent or

received; Webhosting and maintenance of the NMCRA website. Network services: logon, file server, file permission, file backup, anti-spam system, antivirus; Eden, Champs Support: logon, access permissions; Mobile device support: payment of bills; device troubleshooting; device purchasing; Project Management support: (ex. assist in project definition and specifications for a loan administration system, consultant liaison, etc.).

3.12 Performance. The Services shall be provided by the City to the NMCRA in a businesslike and professional manner, and otherwise on the same basis as such personnel provide their services to the City. The City shall remain responsible for all administrative, financial and legal matters relative to the personnel who provide the Services to the NMCRA. Without limiting the foregoing, the City shall remain responsible for payment of salary and provision of benefits to the personnel as well as all obligations of the City as the employer of the personnel such as payment of the employer share of Social Security (FICA and MICA) benefits; it being understood and agreed that the sole responsibility of the NMCRA with respect to such personnel is to provide payment to the City for the Services as set forth in Section 4 below. The City agrees that the Services shall be provided by City employees and not by third party contractors or consultants unless specifically agreed to otherwise in writing by the Parties.

3.13 Supervision. All personnel providing the Services shall be supervised by the City and not by the NMCRA. All communications regarding the performance or non-performance of the personnel providing the Services shall be made by and between the NMCRA Executive Director and the City Manager or their designees, unless specifically agreed to otherwise in writing by the Parties.

3.14 Additional Services. The Parties acknowledge that there may be situations where additional services may be requested by the NMCRA from the City. In those instances, the NMCRA Executive Director and City Manager or their designees, will negotiate the terms of such request, which final terms will then be set forth in an a separate agreement to be executed by the NMCRA Executive Director and City Manager if the amount is within the spending authority of the NMCRA Executive Director and City Manager, or otherwise for consideration by the NMCRA Board and City Commission consideration if the amount exceeds the spending authority of the NMCRA Executive Director and City Manager.

Section 4. Payment.

4.1 Amount. The NMCRA has previously budgeted funds for Fiscal Year 2019-2020 in the amount of Three Hundred Fifty Eight Thousand Three Hundred Eighty Three Dollars (\$358,383) as the fee (the "Fee") payable by the NMCRA to the City for the Services and includes all out of pocket expenses of the City which are necessary and appropriate for provision of the Services as well as the City's overhead or general operating expenses. The NMCRA acknowledges that the funds are budgeted, available and eligible for payment in accordance with Section

163.387(6), Florida Statutes, as consideration for the Services provided to the NMCRA by the City.

4.2 Payment. Payment of the Fee shall be on a one-time lump sum basis following receipt of the annual TIF payment from City of North Miami and Miami Dade County, which payment is anticipated to be received by the NMCRA on January 1, 2020. Payment of Fee shall be made by March 31st 2020, upon receipt of invoice from the City.

4.3 Rent. The Parties acknowledge and agree that the NMCRA shall pay the City rent for Fiscal Year 2019-2020 for the lease of the current NMCRA office located at 12330 N.E. 8th Avenue, North Miami, Florida 33161 (the "Premises"). The Parties further acknowledge and agree that the rent is included in the Fee. Such rent is inclusive of any and all other costs associated with the NMCRA office including, but not limited to utilities, telephone (land lines) and janitorial services. Based on the foregoing, the NMCRA shall be entitled to use and occupy the Premises for Fiscal Year 2019-2020.

Section 5. Term. This Agreement shall be effective on October 1, 2019 and continue in effect until September 30, 2020.

Section 6. Records. City shall keep such records and accounts as may be necessary in order to evidence performance of the Services. Such books and records will be available at all reasonable times for examination and audit by NMCRA and shall be retained as provided by law or for no less than a period of six (6) years after the termination of this Agreement.

Section 7. Insurance: Indemnity.

7.1 Insurance. The Parties acknowledge and agree that the City is self-insured for general liability. City shall provide or cause to be provided (a) worker's compensation insurance as may be required by law and (b) errors and omissions insurance covering City employees for acts and omissions in connection with the provision of services to the NMCRA in coverage amounts obtained by the City from time to time in accordance with its standard risk management policies and procedures. The cost of this insurance is to be paid by the City. Upon execution of this Agreement, the City shall provide or cause to be provided to the NMCRA certificates of insurance evidencing the required coverage and naming the NMCRA as an additional insured provided such is available from the insurance carrier.

7.2 Indemnity. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party and their respective commissioners, board members and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of the party from whom indemnification is sought and persons employed or

utilized by the party from whom indemnification is sought including, but not limited to, employees providing the Services, if applicable.

Section 8. Miscellaneous.

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

8.2 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 NMCRA and approved by the NMCRA Board of Directors and the City Council.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

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

NMCRA.

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

8.10 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.

8.11 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.

8.12 Prevailing Parties. If either Party is required to engage in litigation against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder including, but not limited to, all attorney's fees and court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder including any proceedings to enforce this provision.

Section 9. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

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

CITY OF NORTH MIAMI,
a Florida municipal corporation

By: _____
Arthur E. Sorey, III
Interim City Manager


ATTEST:

By: _____
Vanessa Joseph, Esq.
City Clerk

Approved as to form and legal sufficiency

By: _____
Jeff Cazeau, Esq.
City Attorney

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

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By:  _____
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Rasha Comeau
Interim Executive Director

ATTEST:

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By:  _____
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Vanessa Joseph

NMCRA Secretary

Approved as to form and legal sufficiency:

DocuSigned by:
By: Steven W. Belkowitz
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Fox Rothschild LLP
NMCRA Attorney