



**City of Miami Gardens**  
**Community Redevelopment Agency**  
**Board Agenda**  
**December 11, 2019 at 6:45 PM**

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**City Council:**

Chair Oliver Gilbert  
Vice Chair Rodney Harris  
Director Erhabor Ighodaro, Ph.D.  
Board Member Lillie Q. Odom  
Board Member Reggie Leon  
Board Member David Williams Jr  
Board Member Katrina Wilson

**Staff:**

City Manager Cameron Benson  
City Attorney Sonja K. Dickens, Esq.  
City Clerk Mario Bataille, CMC

**Contact:**

Council Chambers  
Miami Gardens, Florida 33056  
Phone: (305) 914-9010  
Fax: (305) 914-9033  
Website: [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov)

**Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.**

Page

- 1. CALL TO ORDER/ROLL CALL**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
- 5. ORDER OF BUSINESS**  
(Items to be pulled from Consent Agenda at this time)
- 6. SPECIAL PRESENTATIONS (5 MINUTES EACH)**
- 7. PUBLIC COMMENTS**
- 8. RESOLUTION(S)/AGENCY BUSINESS**

*8.1 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY*

3 - 16

*OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING THE BY-LAWS OF THE COMMUNITY REDEVELOPMENT AGENCY; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.*

**Sponsored by:** City Manager

[Agenda Cover Memo #19-165 - Pdf](#)

- 8.2 A RESOLUTION OF THE MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL SERVICE AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR INSTRUCTION TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

17 - 29

**Sponsored by:** City Manager

[Agenda Cover Memo #19-164 - Pdf](#)

## 9. ADJOURNMENT



City of Miami Gardens

# Agenda Cover Memo

19-165

**Meeting:** Community Redevelopment Agency Board - Dec 11 2019

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**Department**

City Manager's Office

**Sponsored By**

City Manager

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**Agenda Item Title**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING THE BY-LAWS OF THE COMMUNITY REDEVELOPMENT AGENCY; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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**Staff Summary**

These proposed by-laws outlines the roles and responsibilities of the CRA Board of Directors and its employees; dictates when and how meetings will be noticed and conducted; describes the process to execute contracts, acquire real property and purchase of good and services; establishes the fiscal year and budget process for the CRA; outlines auditing and reporting requirements; as well as outlines other terms necessary for the CRA to function as a legal entity within the State of Florida.

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**Fiscal Impact**

No fiscal impact.

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**Recommended Action**

That the Miami Gardens CRA Board of Directors adopt By-Laws as presented.

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**Attachments**

[CRA Resolution 2019 - adopting BYLAWS](#)  
[Exhibit A - MGCRA By-Laws draft](#)

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RESOLUTION NO. 2019\_\_\_\_\_

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI GARDENS, FLORIDA, ADOPTING THE BY-LAWS OF THE COMMUNITY REDEVELOPMENT AGENCY; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 24, 2018, pursuant to Resolution No. 2018-163-3577 duly adopted by the City Council (the "Council") of the City of Miami Gardens, Florida (the "City"), the Council created a "Community Redevelopment Agency" known as the Miami Gardens NW 27<sup>th</sup> Avenue Community Redevelopment Agency (the "CRA") with the authority to transact business and exercise powers under and pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (together with other applicable provisions of law, the "Act"), and

WHEREAS, on September 12, 2018, pursuant to Resolution No. 2018-144-3558 duly adopted by the Council, the Council ordained that the members of the Council should sit as the CRA Board, and

WHEREAS, the attached By-Laws address the administration and management of the Miami Gardens Community Redevelopment Agency outline the roles and

## Agenda Item #8.1

responsibilities of the CRA Board of Directors and its employees; dictates when and how meetings will be noticed and conducted; describes the process to execute contracts, acquire real property and purchase of good and services; establishes the fiscal year and budget process for the CRA; outlines auditing and reporting requirements; as well as outlines other terms necessary for the CRA to function as a legal entity within the State of Florida, and

WHEREAS, if a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, or the Interlocal Cooperation Agreement dated May 31, 2019 between Miami-Dade County, the City and the Agency then, in that event, the statute or Interlocal Cooperation Agreement shall prevail, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI GARDENS, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS:

The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City of Miami

Gardens Community Redevelopment Agency hereby adopts

**Agenda Item #8.1**

the By-Laws of the Community Redevelopment Agency; a copy of which is attached hereto as exhibit "A".

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
OLIVER GILBERT, III, CHAIRPERSON

**ATTEST:**

\_\_\_\_\_  
MARIO BATAILLE, BOARD CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.

SPONSORED BY: CAMERON D. BENSON,

Moved by: \_\_\_\_\_

**VOTE:** \_\_\_\_\_

Chairperson Oliver Gilbert, III	_____ (Yes)
_____ (No)	
Vice Chairperson Rodney Harris	_____ (Yes)
_____ (No)	
Board Member Katrina Wilson	_____ (Yes)
_____ (No)	
Board Member Erhabor Ighodaro, Ph.D.	_____
(Yes) _____ (No)	
Board Member Lillie Q. Odom	_____ (Yes)
_____ (No)	



BY-LAWS  
OF  
MIAMI GARDENS  
COMMUNITY REDEVELOPMENT AGENCY

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BY-LAWS  
OF  
MIAMI GARDENS  
COMMUNITY REDEVELOPMENT AGENCY

(A Community Redevelopment Agency Created  
Pursuant to Chapter 163, Part III, Florida Statutes)

These By-Laws of the City of Miami Gardens Community Redevelopment Agency approved pursuant to Resolution **XX** on December 11, 2019. These By-Laws address the administration and management of the Miami Gardens Community Redevelopment Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, or the Interlocal Cooperation Agreement dated May 31, 2019 between Miami-Dade County, the City and the Agency then, in that event, the statute or Interlocal Cooperation Agreement shall prevail.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the City Council of the City of Miami Gardens, Florida (the "City"), as the City's governing body, established a community redevelopment agency known as Miami Gardens Community Redevelopment Agency (the "CRA").

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the City.

1.3 Seal. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. In accordance with Section 163.357(1), Florida Statutes, the City Council of the City has designated itself as the governing board of the CRA. Reference to the members of the CRA as a whole shall be "Board of Directors", "Directors," or "CRA Board". An individual member of the CRA shall be referred to as a "Director"

1.5 Compensation. The Directors shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

ARTICLE 2

OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair, Vice-Chair and Directors.

2.2 Chair. The Mayor/Acting Mayor of the City shall serve as Chair of the CRA. The Chair shall preside at all meetings of the CRA and shall execute instruments in the name of the CRA as may be required, and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The Vice-Mayor of the City shall serve as the Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The Board shall appoint an Executive Director of the CRA. The Executive Director shall serve without compensation, provided the CRA may reimburse the City for the Executive Director's services pursuant to an Interlocal Agreement between the City and the CRA.

2.4.1. General. The Executive Director shall be the chief operating officer of the CRA.

2.4.2. Responsibility. The Executive Director shall be responsible for the day to day administrative activities of the CRA, including agenda preparation, coordination with the CRA General Counsel and City departments; supervising employees; be responsible for the effectuation of the CRA's policies, the authorization and certification of budgets and related documents involved in the financial affairs of the CRA; be responsible for negotiating development agreements and land deals for the CRA; coordinate redevelopment efforts with federal, state, county and city agencies; be responsible for CRA project coordination and staffing CRA meetings and workshops; direct incentive programs and all other activities of the CRA, including the supervision of staff and consultants to the CRA.

2.4.3. Property Negotiations. The Executive Director may evaluate and negotiate for the CRA to acquire appropriate parcels of property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary.

The City Clerk shall be the Secretary of the CRA. The Secretary shall perform or be responsible for supervision of performance of the following functions: keeping the records of the CRA; recording minutes of the meetings of the CRA and recording all

## Agenda Item #8.1

votes; keeping a journal of proceedings of the CRA; keeping in safe custody the seal of the CRA and with the power to affix such seal to all contracts and instruments authorized to be executed by the CRA and to all necessary certifications of records of official proceedings; maintain a record of all official proceedings of the City relevant to the CRA; and such other duties as the CRA shall determine and assign. The Secretary shall serve without compensation; provided however, the CRA may reimburse the City for the Secretary's services pursuant to an Interlocal Agreement between the City and the CRA.

### 2.6 Treasurer.

The Finance Director of the City shall be the Treasurer for the CRA. The Treasurer shall keep the financial records of the CRA's operating budget; keep full and accurate accounts of receipts and disbursements of the CRA; have custody of all operating funds of the CRA; assist the Executive Director in the preparation of a proposed budget and CRA Annual Report; make and file all financial reports and statements necessary to be made and filed by the CRA pursuant to provisions of Chapter 163, Part III, Florida Statutes; and file such reports and statements with the Executive Director and Secretary of the CRA, and all appropriate State and local government agencies. The CRA may reimburse the City for the Treasurer's services pursuant to an Interlocal Agreement between the City and CRA.

2.7 General and Special Counsel. The City Attorney shall be the General and Special Counsel for the CRA. General Counsel shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. The General Counsel shall serve without compensation, provided however, the CRA may reimburse the City for the General Counsel's services pursuant to an Interlocal Agreement between the City and CRA. Upon receiving the recommendation of the General Counsel, the Board shall also appoint and set compensation for any Special Counsel as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

### 2.8 Employees, Agents and Consultants.

#### 2.8.1. Hiring.

The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board of Directors is empowered to approve employment contracts, professional services agreements and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

#### 2.8.2. Employment and Personnel Policies.

The City is to provide personnel services through an approved Interlocal Agreement which shall include but not be limited to, staff recruitment, training and compliance; record retention with respect to personnel actions and such other personnel services as may be needed. All employees of the MGCRRA shall be entitled to

## Agenda Item #8.1

participate in all benefit programs afforded to City employees. The MGCRA adopts the City's Personnel Policies as such may be amended from time to time. The CRA may reimburse the City for the personnel services pursuant to an Interlocal Agreement between the City and the CRA. The CRA reserves the right to amend or adjust these policies as they pertain to the CRA in writing and with approval of the Executive Director in a manner that best suits the CRA.

### 2.9 Policies and Procedures.

The CRA adopts the City's Procurement, Finance and Human Resources Policies and Procedures as such may be amended from time to time. The CRA reserves the right to amend or adjust these policies as they pertain to the CRA in writing and with approval of the Executive Director in a manner that best suits the CRA. The City is to provide procurement, finance and human resources services to the CRA. The CRA may reimburse the City for the procurement, finance and human resources services pursuant to an approved Interlocal Agreement between the City and the CRA.

## ARTICLE 3

### MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four (4) times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chair, the Executive Director or any other two (2) Directors of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chair or by a majority of the Board or by the Executive Director providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting.

3.4 Notice of Meetings. The Executive Director through the Secretary, will mail or deliver written notice of each regular meeting to CRA Board at least three (3) days prior to such meeting. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public and appropriate City officials. Notice of emergency meetings shall be provided to the public and appropriate City officials as is reasonable under the circumstances.

3.5 Quorum and Voting. A majority of the CRA Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Directors present, unless otherwise provided by

## Agenda Item #8.1

law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Directors who are present may adjourn the meeting to a time certain.

3.6 Recessed and Continued Meetings. When a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.73.6 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the City Council; provided, however, in the absence of any applicable procedure of the City, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

### ARTICLE 4

#### CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Executive Director, attested by the Secretary and the form of any such instrument shall be previously approved by the General Counsel or duly authorized designee provided; however, that where by resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. Notwithstanding the foregoing, Board approval is not required for, and the Executive Director is authorized to execute all legal instruments on behalf of the CRA, which (a) are not a result of the appropriations process and are in the best interest of the CRA, and (b) do not exceed his or her purchasing authority.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Florida Statute 163.380 titled "Disposal of Property in the Community Redevelopment Area" as both may be amended from time to time.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, all purchases for services and commodities must be made in accordance with the same purchasing processes and requirements that apply to the City Council of City of Miami Gardens.

#### **FISCAL MATTERS**

4.4 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

4.5 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Directors may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Directors shall have the power to amend its budget as may from time to time be necessary.

## Agenda Item #8.1

4.6 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department of Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

4.7 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the Board. The auditor of the CRA may be the same auditor doing the annual audit of the City.

4.8 Annual Report. The CRA shall file with the City and with Miami-Dade County, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the City a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the City and in the CRA's office.

4.9 Bonding of Officers and Employees. The CRA may require that any or all Directors and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires. The Executive Director shall be bonded in an amount not less than the amount that the Executive Director is authorized to procure goods or services without the approval of the CRA Board.

4.10 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA Board or as provided for in accordance with these By-Laws, and pursuant to an adopted budget. All funds disbursed shall be supported by appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation, no single or cumulative obligation requiring a disbursement in excess of Fifty Thousand Dollars (\$50,000) to any one individual, person or corporate entity shall be made unless specifically approved by the CRA Board.

4.11 Supervision of Accounts. The Executive Director, subject to the direction of the CRA Board, shall have control and be responsible for the internal supervision and control of the accounts of the CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the CRA Board of Directors may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director or their designee shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA as provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA.

ARTICLE 5

ARTICLE 6

AMENDMENTS

6.1 Amending. The By-Laws of the CRA may be amended after hearing one (1) reading of the proposed amendments, with the final amendment adopted by an affirmative vote of no less than a majority of the Directors present at a regular or special meeting of the CRA Board. No such amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to the Directors.

ARTICLE 7

INDEMNIFICATION AND INSURANCE

7.1 Indemnification of the CRA, its Directors, Officers, and Employees. The CRA shall indemnify its Directors, officers, employees or other persons serving at the request of the CRA in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or she shall be made a party or is threatened to be made a party by reason of his or her 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 a Director, officer or employee of the CRA or person serving at the request of the CRA against all expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he or she 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 or her duties to the CRA; and provided further, that no person shall 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 Directors not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Directors. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

7.2 Insurance. The CRA may purchase insurance for indemnifying its Directors, officers, employees and other persons serving at the request of the CRA to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Adopted on December 11, 2019 by the CRA Board of the Miami Gardens Community Redevelopment Agency.





City of Miami Gardens

# Agenda Cover Memo

19-164

**Meeting:** Community Redevelopment Agency Board - Dec 11 2019

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**Department**

City Manager's Office

**Sponsored By**

City Manager

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**Agenda Item Title**

A RESOLUTION OF THE MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY APPROVING AN INTERLOCAL SERVICE AGREEMENT WITH THE CITY OF MIAMI GARDENS, FLORIDA; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR INSTRUCTION TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

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**Staff Summary**

This proposed Interlocal Service Agreement outlines the Miami Gardens Community Redevelopment Agency's (CRA) desire to engage the City of Miami Gardens' professional staff to assist with the implementation of the approved Redevelopment Plan.

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**Fiscal Impact**

For the professional services provided by the City of Miami Gardens, the Miami Gardens Community Redevelopment Agency will be annually assessed 2.5% of the total revenue generated that year by the CRA.

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**Recommended Action**

That the CRA Board of Directors approve the Interlocal Service Agreement between the City of Miami Gardens and Miami Gardens Community Redevelopment Agency.

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**Attachments**

[CRA Resolution 2019 - Approving the interlocal agreement](#)  
[Exhibit A - CITY - CRA Interlocal Agreement Final](#)

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**Agenda Item #8.2**

RESOLUTION NO. 2019\_\_\_\_\_

1  
2  
3 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT  
4 AGENCY OF THE CITY OF MIAMI GARDENS, FLORIDA,  
5 APPROVING THE INTERLOCAL SERVICE AGREEMENT  
6 BETWEEN THE MIAMI GARDENS COMMUNITY  
7 REDEVELOPMENT AGENCY (CRA) AND THE CITY OF MIAMI  
8 GARDENS; AND AUTHORIZING THE CHAIRPERSON OF THE  
9 CRA AND THE CLERK OF THE BOARD TO EXECUTE AND  
10 ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT  
11 BETWEEN THE MIAMI GARDENS COMMUNITY  
12 REDEVELOPMENT AGENCY AND THE CITY OF MIAMI  
13 GARDENS; A COPY OF WHICH IS ATTACHED HERETO AS  
14 EXHIBIT "A"; PROVIDING FOR ADOPTION OF  
15 REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE  
16 CITY CLERK; PROVIDING AN EFFECTIVE DATE.  
17

18 WHEREAS, on October 24, 2018, pursuant to Resolution No. 2018-163-3577  
19 duly adopted by the City Council (the "Council") of the City of Miami Gardens, Florida  
20 (the "City"), the Council created a "Community Redevelopment Agency" known as the  
21 Miami Gardens NW 27<sup>th</sup> Avenue Community Redevelopment Agency (the "CRA") with  
22 the authority to transact business and exercise powers under and pursuant to the  
23 Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as  
24 amended (together with other applicable provisions of law, the "Act"), and

25 WHEREAS, on September 12, 2018, pursuant to Resolution No. 2018-144-3558  
26 duly adopted by the Council, the Council ordained that the members of the Council  
27 should sit as the CRA Board, and

28 WHEREAS, all the requirements of law have been complied with in the adoption  
29 of a redevelopment plan known as Miami Gardens Community Redevelopment Area  
30 Plan adopted by the City on October 24, 2018, and the creation and funding of a  
31 Redevelopment Trust Fund by the City in accordance with the Act, and

## Agenda Item #8.2

32 WHEREAS, the CRA desires to engage the City to assist it in implementing and  
33 furthering the Redevelopment Plan by providing or causing to be provided certain  
34 redevelopment services and public improvements in the City of Miami Gardens CRA, and

35 WHEREAS, this proposed Interlocal Service Agreement outlines the Miami  
36 Gardens Community Redevelopment Agency's (CRA) desire to engage the City of  
37 Miami Gardens' professional staff to assist with the implementation of the approved  
38 Redevelopment Plan, and

39 WHEREAS, following this CRA Board approval, the agreement will be  
40 considered for approval by the City Council, and

41 NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY  
42 REDEVELOPMENT AGENCY OF THE CITY OF MIAMI GARDENS, AS FOLLOWS:

43 Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas  
44 paragraphs are hereby ratified and confirmed as being true, and the same are hereby  
45 made a specific part of this Resolution.

46 Section 2. AUTHORIZATION: The City of Miami Gardens Community  
47 Redevelopment Agency hereby approves the Interlocal Service Agreement between the  
48 Miami Gardens Community Redevelopment Agency (CRA) and the City of Miami  
49 Gardens; and Authorizes the Chairperson of the CRA and the Clerk of the Board to  
50 execute and attest respectively, that certain Agreement between the Miami Gardens  
51 Community Redevelopment Agency and the City of Miami Gardens; a copy of which is  
52 attached hereto as Exhibit "A".

53 Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately  
54 upon its final passage.

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55 PASSED AND ADOPTED BY COMMUNITY REDEVELOPMENT AGENCY OF  
56 THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON  
57 \_\_\_\_\_, 2019.

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**ATTEST:**

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MARIO BATAILLE, BOARD CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.

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SPONSORED BY: CAMERON D. BENSON,

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Moved by: \_\_\_\_\_

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**VOTE:** \_\_\_\_\_

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Chairperson Oliver Gilbert, III \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Vice Chairperson Rodney Harris \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Board Member Katrina Wilson \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Board Member Erhabor Ighodaro, Ph.D. \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Board Member Lillie Q. Odom \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Board Member Reggie Leon \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

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Board Member David Williams Jr \_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

**INTERLOCAL SERVICE AGREEMENT**

This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2019, is made and entered into by and between the City of Miami Gardens, Florida, a municipal corporation (hereafter referred to as "CITY" or "the City" and the Miami Gardens Community Redevelopment Agency, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as "CRA").

WHEREAS, on October 24, 2018, pursuant to Resolution No. 2018-163-3577 duly adopted by the City Council (the "Council") of the City of Miami Gardens, Florida (the "City"), the Council created a "Community Redevelopment Agency" known as the Miami Gardens NW 27<sup>th</sup> Avenue Community Redevelopment Agency (the "CRA") with the authority to transact business and exercise powers under and pursuant to the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (together with other applicable provisions of law, the "Act"); and

WHEREAS, on September 12, 2018, pursuant to Resolution No. 2018-144-3558 duly adopted by the Council, the Council ordained that the members of the Council should sit as the CRA Board; and

WHEREAS, all the requirements of law have been complied with in the adoption of a redevelopment plan known as Miami Gardens Community Redevelopment Area Plan adopted by the City on October 24, 2018, and the creation and funding of a Redevelopment Trust Fund by the City in accordance with the Act; and

WHEREAS, the CITY and the CRA are interested in maintaining and revitalizing the CRA areas as visibly attractive, economically viable, and socially desirable areas of the CITY; and

WHEREAS, under the Redevelopment Act, the CRA may contract with such other persons public or private, as it deems necessary and appropriate for it to carry out its duties and responsibilities, and

WHEREAS, the CITY has professional staff employed by CITY; and

WHEREAS, the CRA desires to engage the CITY to assist it in implementing and furthering the Redevelopment Plan by providing or causing to be provided certain redevelopment services and public improvements in the CITY of Miami Gardens CRA; and

WHEREAS, CITY staff time and expertise in various matters, including administration, personnel, engineering, building, code enforcement, planning & zoning, finance, law, procurement, community policing, information technology, and public works, and other expertise that can be beneficially utilized in the planning and implementation of the Plan; and

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WHEREAS, the CITY is willing to make available to the CRA, in accordance with the terms and conditions set forth in this Agreement, professional staff and administrative support;

NOW THEREFOR, in consideration of the mutual promises and conditions contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, CITY and CRA agree as follows:

### ARTICLE 1 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objective and intentions of the respective parties herein, the following statement, representations and explanation shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Recitals. That each WHEREAS clause set forth above is true and correct and herein incorporated by this reference.

### ARTICLE 2 SERVICES

The CITY agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided by the CITY in the conduct of its own affairs.

2.1 The CITY shall provide financial services which shall include, but not be limited to, management of CRA fiscal accounts, investment of CRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with City Policies and Procedures related thereto. The City of Miami Gardens Director of Finance shall act as the CRA Treasurer.

2.2 The CITY shall, when requested by the CRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions, labor relations, and such other personnel services as may be needed.

2.3 The CITY shall provide legal services to advise the CRA and to assist in the implementation of the Plan.

2.4 The CRA will be permitted to utilize the services of the CITY's procurement staff with respect to purchasing services and goods necessary for the operation of CRA activities.

2.5 The CITY will provide the services of the City Clerk, records and archives, public relations, IT and other administrative services as appropriate and needed.

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2.6 The CITY shall provide the CRA the services of the Public Works Department with respect to: environmental services, design and engineering, and facilities and streets maintenance as necessary for the operation of CRA activities.

2.7 The CITY shall provide public safety and community policing services within the CRA as well as services for special events held within the CRA.

2.8 The CITY may make available public officials liability insurance and other forms of issuance deemed necessary by the CITY. Said issuance is to be determined at the sole discretion of the CITY.

2.9 The CRA may request the CITY to provide other special services on occasion not initially set forth in this Agreement, subject to the CITY's agreeing to do so.

2.10 Performance. The Services shall be provided by the CITY to the CRA 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 CRA. 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 CRA with respect to such personnel is to provide payment to the CITY for the Services as set forth in Article 3. 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.

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

### **ARTICLE 3**

#### **METHOD OF REIMBRUSMENT AND COMPENSATION**

3.1 Reimbursement to CITY. In consideration of providing the services described in Article 2 hereof by the CITY, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, from the CRA Trust Fund as consideration for services provided to the CRA by the CITY, and during each fiscal year thereafter unless and until modified under this Agreement. CRA will compensate CITY the annual amount equal to 2.5% of the revenue generated by the CRA, prorated from the effective date of this Agreement. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act.

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3.2 Method Payment. The parties agree that the CRA's obligation to compensate the CITY pursuant to Sections 2.1 through 2.11 herein above shall be made to CITY in accordance with the CRA approved budget. It is recognized and acknowledged that full compensation to the CITY by the CRA, may during the term of this Agreement be waived, reduced, deferred or a combination thereof. Provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the CITY prior to the termination of the trust fund as provided in Chapter 163 of the Florida Statutes.

3.3 Annual Statement and Payment. Each year, the CITY shall prepare and present to the CRA an annual statement in time for the preparation and submission of the CRA annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved CRA budget for payment to CITY shall be paid by the CRA prior to September 30th of each fiscal year.

3.4 Adjustment of Payment Amount s. If either party desires to review the amount to be paid under Section 3.1 of this Agreement, for any reason, the party should notify the other party no later than June 1<sup>st</sup> of the year prior to the year the proposed adjustment would go into effect. If such notice is given, the parties shall meet as reasonably necessary to address the issues of the party proposing the adjustment.

### **ARTICLE 4** **INSURANCE & INDEMNITY**

4.1 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 HBCRA 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 HBCRA certificates of insurance evidencing the required coverage and naming the HBCRA as an additional insured provided such is available from the insurance carrier.

4.2 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 council members, 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.

### **ARTICLE 5** **MISCELLANEOUS**

5.1 Continued Cooperation-Financial and Administrative. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff and CITY



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functions particularly regarding financial administration, reporting, and auditing; and administration and implement of the Plan and capital projects.

5.2 Continued Cooperation-Capital Improvements and Public Works. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a regular reporting system by CITY staff regarding their work on CRA projects and activities.

5.3 Continued Cooperation-Police Department. This Agreement assumes the close coordination and cooperation between the CRA and essential CITY staff, including a quarterly meeting between essential CITY and CRA staff for review of services provided by the Police Department, particularly as it relates to community policing.

5.4 The above cooperation and coordination efforts are subject to modification at the request of the CRA as depending on the level of activity in any discipline.

5.5 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 HBCRA and approved by the HBCRA Board and the City Council.

5.6 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.

5.7 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.

5.8 Governing Law. 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.

5.9 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.

5.10 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

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instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

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

5.12 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.

5.13 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.

5.14 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.

5.15 Term and Termination. This Agreement shall take effect on the 11<sup>th</sup> day of December, 2019. This Agreement shall continue in effect as long as the CRA remains in existence. This Agreement may be terminated by CITY or the CRA upon at least thirty (30) days advance written notice to the other party. After termination of the Agreement, the CITY shall transfer to the CRA copies of any documents, data, and information requested by the CRA relating to the services accomplished herein. Regardless of the termination of this Agreement, the CRA shall pay to the CITY any outstanding statements or statements for costs incurred but not billed as of the termination date.

5.16 Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

5.17 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY and CRA as set forth in Section 768.28, Florida Statutes.

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5.18 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

5.19 Assignments and Amendments. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party. It is further agreed that no modification, amendment or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.20 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United State mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CITY:                      City Manager  
                                 City of Miami Gardens  
                                 18605 NW 27 Avenue  
                                 Miami Gardens, FL 33056

With a copy to:

                                 City Attorney  
                                 City of Miami Gardens  
                                 18605 NW 27 Avenue  
                                 Miami Gardens, FL 33056

CRA:                      Executive Director, Miami Gardens Community Redevelopment  
Agency                      18605 NW 27 Avenue  
                                 Miami Gardens, FL 33056

With a copy to:

                                 City Attorney  
                                 City of Miami Gardens  
                                 18605 NW 27 Avenue  
                                 Miami Gardens, FL 33056

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5.21 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions obtained in this Agreement.

5.22 Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.23 Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Miami-Dade County.

5.24 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of that Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS THEREOF, the Parties have caused the Agreement to be executed as of the day and year first written above.

CITY OF MIAMI GARDENS

\_\_\_\_\_  
Oliver Gilbert, Mayor

\_\_\_\_\_  
Cameron D. Benson, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Mario Bataille, City Clerk

\_\_\_\_\_  
Sonja K. Dickens, City Attorney

CITY OF MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY

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Oliver Gilbert, Chairman