RESOLUTION NO. 2015-24

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CARRAS COMMUNITY INVESTMENT, INC. TO PROVIDE CONSULTING SERVICES NECESSARY FOR THE CREATION OF A COMMUNITY REDEVELOPMENT AREA, INCLUDING THE PREPARATION OF A FINDING OF NECESSITY STUDY, CREATION OF THE COMMUNITY REDEVELOPMENT AGENCY AND DEVELOPMENT AND IMPLEMENTATION OF THE COMMUNITY REDEVELOPMENT AREA PLAN IN CONFORMITY WITH APPLICABLE FLORIDA REGULATIONS, IN AN AMOUNT NOT TO EXCEED $184,000.00, AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the Community Redevelopment Area will assist the City in the relocation, development, improvement, rehabilitation, acquisition and renovation of new and existing deteriorated properties in a targeted area;

WHEREAS, pursuant to Chapter 163, Florida Statutes, a Finding of Necessity Study and a Community Redevelopment Area Plan are required for the creation of a Community Redevelopment Area;

WHEREAS, the Community Redevelopment Area Agency will develop and implement the Community Development Plan and administer the activities and programs offered within the Community Redevelopment Area;

WHEREAS, Carras Community Investment, Inc. will provide the City of Hialeah with the professional consulting services necessary for the creation of a Community Redevelopment Area, including consulting services for the preparation of the Finding of Necessity Study, creation of the Community Redevelopment Agency, and development and implementation of the Community Redevelopment Plan; and

WHEREAS, the rehabilitation, conservation, and redevelopment of deteriorated areas is in the best interest of the public health, safety, morals and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a professional services agreement with Carras Community Investment, Inc. to provide consulting services necessary for the creation of a Community Redevelopment Area, including the preparation of a Finding of Necessity Study, creation of the Community Redevelopment Agency and development and implementation of the Community Redevelopment Area Plan in conformity with applicable Florida regulations, in an amount not to exceed $184,000.00, and authorizing the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the professional services agreement attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 10 day of February, 2015.

Isis Garcia-Martinez
Council President

Attest:

Carmen B. Hernandez
Acting Deputy City Clerk

Approved on this 17 day of February, 2015.

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

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CARRAS COMMUNITY INVESTMENT, INC.

DEVELOPMENT FINANCE COUNSEL

New River Trading Post
330 SOUTHWEST SECOND STREET SUITE 212
FORT LAUDERDALE, FLORIDA 33312

TELEPHONE: 954.415.2022

Professional Services Agreement between the City of Hialeah and Carras Community Investment, Inc.

AGREEMENT FOR COMMUNITY REDEVELOPMENT AGENCY CONSULTANT

This Agreement (the "Agreement") is made and entered into this the ____ day of January, 2015 by the City of Hialeah, Florida (hereinafter called the "City" and Carras Community Investment, Inc., a Florida (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, The City has selected Consultant to provide the consulting services necessary to prepare a Finding of Necessity Study required for the creation of a Community Redevelopment Agency and Area (CRA),

WHEREAS, The City has selected Consultant to provide the consulting services necessary to prepare a Community Redevelopment Area Plan required for the creation of a Community Redevelopment Agency and Area,

WHEREAS, The City has selected Consultant to provide the consulting services necessary to implement the CRA with required approvals by the City and Miami-Dade County, and

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.

The Consultant shall provide such services, equipment and supplies and sufficient staffing and be available as needed upon the terms and conditions set forth in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.

2. Term.

Performance of the service by Consultant under this Agreement shall begin on January 20, 2015 and continue until all services as set forth in the Agreement Documents have been

EXHIBIT
"1"

completed. The parties anticipate all services be concluded by December 31, 2015. Time is of the essence in the performance of Consultant's services.

Notwithstanding, the Consultant shall comply with the Implementation Schedule provided in Exhibit B, which is attached to and made a part of this Agreement. This Agreement may be terminated by the City at any time upon providing thirty (30) days advance written notice to Consultant of the termination date. In the event of early termination, Consultant shall invoice City for all services completed and shall be compensated in an amount corresponding to the amount designated as compensation for each phase of the work satisfactorily completed and accepted plus an amount corresponding to the percentage of work satisfactorily completed and submitted to City for any phase partly completed on the effective date of the termination.

3. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement:

A. This Agreement;

B. Consultant proposal scope of services dated January 5, 2015 attached hereto as Exhibit "A".

C. Work Plan or Implementation Schedule attached hereto as Exhibit "B".

4. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

5. Payment

City agrees to pay for Basic Services detailed in Exhibit A and rendered pursuant to this contract, a total amount not to exceed $184,000. All expenses, including all travel expenses, shall be considered part of Basic Services. Consultant shall provide all material, work, services that may be reasonably inferred from this Agreement as being necessary or required to produce the intended result, whether or not specifically identified and required in this Agreement, at no additional cost or expense to City.

Consultant shall submit on the last day of each month, a monthly statement for services. The statement(s) will be based upon Consultant's estimate of the proportion of the total services actually completed at the time of billing. City shall make prompt monthly payments in response to Consultant's monthly statements.

6. Ownership of Documents

All documents prepared and/or assembled by Consultant under this agreement shall become the property of the City and shall be delivered to City without restriction on future use. Consultant may make copies of any and all documents for its files, and re-use information contained therein.

7. Federally Mandated Provisions

The City and Consultant shall comply with all conditions of any grant providing funding for this contract. All required language of said grant is incorporated by this paragraph and shall be enforceable as if written herein.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of_____, 2015.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010

Attest:

Authorized signature of behalf of the
City of Hialeah, Florida

_____

Marbelys L. Rubio-Fatjo
City Clerk

_____

Carlos Hernandez Date
Mayor

CARRAS COMMUNITY INVESTMENT, INC.
a Florida corporation

By: _____

Print Name: _____

Title: _____