

MEMORANDUM

Agenda Item No. 11(A)(13)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the
Interlocal Cooperation
Agreement by and between
Miami-Dade County and the
West Perrine Community
Redevelopment Agency; and
authorizing the County Mayor to
execute such agreement on
behalf of the County and to
exercise all provisions contained
therein

Resolution No. R-551-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/gh



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(13)
6-21-23

RESOLUTION NO. _____ R-551-23

RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY AND THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE COUNTY AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, on May 3, 2022, this Board adopted Ordinance No. 22-46, as codified in article CLXIX, sections 2-2454, *et. seq.* of the Code of Miami-Dade County, Florida (the "Code"), which created the West Perrine Community Redevelopment Agency ("Agency") pursuant to section 163.356, Florida Statutes; and

WHEREAS, on November 15, 2022, this Board also adopted Resolution No. R-1130-22, which appointed certain persons to the board of commissioners of the Agency; and

WHEREAS, in accordance with section 163.358, Florida Statutes, the County has all powers necessary or convenient to carry out and effectuate the purposes and provisions of the Community Redevelopment Act of 1969, including those powers granted under section 163.370, Florida Statutes; and

WHEREAS, section 163.358, Florida Statutes, further provides that the County may delegate such powers to a community redevelopment agency created under section 163.356, except the following, which continue to vest in this Board: (1) the power to determine an area to be a slum or blighted area, or combination thereof; to designate such area as appropriate for community redevelopment; and to hold any public hearings required with respect thereto; (2) the power to grant final approval to community redevelopment plans and modifications thereof; (3)

the power to authorize the issuance of revenue bonds as set forth in section 163.385, Florida Statutes; (4) the power to approve the acquisition, demolition, removal, or disposal of property and the power to assume the responsibility to bear loss; (5) the power to approve the development of community policing innovations; and (6) the power of eminent domain; and

WHEREAS, this Board previously adopted Resolution Nos. R-1382-09, R-871-11, R-599-15, and R-499-16, which among other things, required the County Mayor or County Mayor's designee to ensure that interlocal cooperation agreements between the County and community redevelopment agencies include certain provisions, as more fully described in Resolution No. R-499-16; and

WHEREAS, the County Mayor or County Mayor's designee has successfully negotiated such terms of the Interlocal Cooperation Agreement by and between the County and the Agency ("Interlocal"), which is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, on April 27, 2023, the Agency approved the terms of the Interlocal, and authorized its Executive Director or Executive Director's designee to submit the Interlocal to this Board for its approval; and

WHEREAS, this Board wishes to delegate certain redevelopment powers to the Agency as set forth in section 163.356, Florida Statutes, and the Interlocal, and further wishes to approve the terms of same,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board approves the terms of and authorizes the County Mayor or County Mayor’s designee to execute the Interlocal Cooperation Agreement by and between the County and the West Perrine Community Redevelopment Agency, in substantially the form attached hereto as Attachment “A” and incorporated herein by reference, subject to the review for legal form and sufficiency of the County Attorney. This Board further authorizes the County Mayor or County Mayor’s designee to exercise the termination provision contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee. It was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	absent	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "TAS", is written over a horizontal line.

Terrence A. Smith

**INTERLOCAL COOPERATION AGREEMENT RELATED TO THE
WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL COOPERATION AGREEMENT (hereinafter referred to as “Interlocal Agreement” or “Agreement”), made this ___ day of _____, 2023, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the West Perrine Community Redevelopment Agency a public body corporate and politic, created pursuant to section 163.356, Florida Statutes (hereinafter referred to as the “Agency”). The County and Agency may each be individually referred to as a “Party” or collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified in chapter 163, part III, Florida Statutes, as amended (“Act”); and

WHEREAS, the Act provides “the governing body of any ...county which has adopted a home rule charter may, in its discretion, by resolution delegate the exercise of the powers conferred upon the county by [the Act] within the boundaries of a municipality to the governing body of such a municipality;” and

WHEREAS, the Miami-Dade Board of County Commissioners (“County Commission”) adopted Resolution R-212-05 on March 1, 2005, which adopted a finding of slum and blight in the West Perrine community; and

WHEREAS, on June 5, 2007, the County Commission adopted Resolution No. R-745-07 appointing itself as the board of commissioners of the Agency in accordance with section 163.387, Florida Statutes; and

WHEREAS, on June 5, 2007, the County Commission also adopted Resolution No. R-744-07, which approved the redevelopment plan (“Plan”) for the West Perrine Community Redevelopment Area (“Redevelopment Area”), and Ordinance No. 07-79, which created the Community Redevelopment Trust Fund (“Trust Fund”); and

WHEREAS, on July 3, 2012, the County Commission also adopted Resolution No. R-598-12 to delegate certain redevelopment powers to itself; and

WHEREAS, on July 14, 2016, the County Commission adopted Resolution No. R-765-16, which approved an amendment to the Agency’s Plan (“Amended Plan”) and extended the life of the Agency and the Redevelopment Area until September 30, 2046; and

WHEREAS, on May 3, 2022, the County Commission adopted Ordinance No. 22-46, which created the Agency as a public body corporate and politic in accordance with section 163.356, Florida Statutes; and

WHEREAS, on November 15, 2022, the County Commission adopted Resolution No. R-1130-22, which appointed certain persons as commissioners of the Agency; and

WHEREAS, the County Commission, in accordance with the Act, wishes to delegate certain powers conferred on the County Commission to the Agency to implement the Amended Plan for the Redevelopment Area; and

WHEREAS, the County, and the Agency desire to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area, as described in the Amended Plan; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County, and the Agency agree as follows:

I. Delegation of Powers

A. With the exception of the community redevelopment powers that continue to vest in the County Commission pursuant to section 163.358, Florida Statutes, the Agency shall have the right and sole responsibility to exercise the following redevelopment powers specifically delegated by the County Commission pursuant to the Act:

- (1) The power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers pursuant to the Act;
- (2) The power to disseminate information regarding slum clearance and community redevelopment;

- (3) The power to undertake and carry out community redevelopment and related activities within the Redevelopment Area, which redevelopment may include:
- (a) Acquisition of a slum area or a blighted area or portion thereof by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition;
 - (b) Demolition and removal of buildings and improvements;
 - (c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Amended Plan;
 - (d) The power to dispose of any property acquired in the Redevelopment Area at its fair value as provided in section 163.380 of the Act for uses in accordance with the Amended Plan;
 - (e) The power to carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Amended Plan;
 - (f) The power to acquire real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition which, under the Amended Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property, or otherwise put to use for the public good as set forth in the Amended Plan;
 - (g) The power to acquire any other real property in the Redevelopment Area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition when necessary to eliminate unhealthful, unsanitary or unsafe conditions; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of

blight or deterioration or to provide land for needed public facilities;

- (h) The power to acquire, without regard to any requirement that the area be a slum or blighted area, air rights in an area consisting principally of land over highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income; and
 - (i) The power to construct the foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.
- (4) The power to provide, or to arrange or contract for, the furnishing or repair by any qualified, licensed person or agency, public or private, of services, privileges, works, streets, roads, bridges, public utilities, or other facilities for, or in connection with, a community redevelopment plan; to install, construct, and reconstruct streets, bridges, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems necessary and appropriate, which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out the Amended Plan and related activities, and to include in any contract authorized by the Agency in connection with such redevelopment and related activities, provisions to fulfill such of the conditions as it deems reasonable and appropriate;
 - (5) The power to enter into any building or property in the Redevelopment Area in order to make inspections, surveys, appraisals, soundings, test borings, or contamination tests, with the permission of the owner or owners and to request an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
 - (6) The power to acquire by purchase, lease, option, gift, grant, bequest, devise or otherwise any real property within the Redevelopment Area

(or personal property for its administrative purposes), together with any improvements thereon;

- (7) The power to hold, improve, clear or prepare for redevelopment any property within the Redevelopment Area acquired by the Agency;
- (8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property within the Redevelopment Area;
- (9) The power to insure or provide for the insurance of any real or personal property within the Redevelopment Area or operations of the Agency against any risks or hazards, including the power to pay premiums on any such insurance;
- (10) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (11) The power to solicit requests for proposals for redevelopment of parcels of real property within the Redevelopment Area contemplated by the Amended Plan to be acquired for redevelopment purposes by the Agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons or entities pursuant to section 163.380 of the Act, prior to acquisition of such real property by the Agency;
- (12) The power to invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to section 163.385 of the Act, at redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be canceled;
- (13) Subject to prior approval of the County Commission, which approval or disapproval shall be in the sole and absolute discretion of the County Commission, the power to borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes described in the Act and to give such security as may be required and to enter into and carry out contracts or agreements in connection

therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the Agency deems reasonable and appropriate which are not inconsistent with the purposes of the Act. It is the expressed intent of the Agency not to issue bonds or use any other form of indebtedness until such time as required by a development when bonding or indebtedness is required to complete the project;

- (14) The power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:
 - (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
 - (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements; and
 - (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.
- (15) The power to develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income;
- (16) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes set forth in the Agency's community redevelopment plan approved by the Miami-Dade County Board of County Commissioners;
- (17) The power to prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from the Redevelopment Area and

to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government;

- (18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act; to make a request to rezone any part of the County or make exceptions from, or revisions to, building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by the Act;
- (19) The power to make a request to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the County;
- (20) The power to provide funding to support the development and implementation of community policing innovations approved by the Miami-Dade Board of County Commissioners in accordance with section , subject to any budgetary limitations set forth in this Agreement and;
- (21) The right to exercise any other power that the Florida Legislature grants to community redevelopment agencies after the date of this Interlocal Agreement, subject to approval of the exercise of such power by Miami Dade County; and
- (22) Nothing in this Agreement is intended to prohibit the County and the Agency from exercising their respective powers as set forth in section 163.395 of the Act.

B. The following powers may not be paid for or financed by increment revenues:

- (1) Construction or expansion of administrative building for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation;

- (2) Installation, construction, reconstruction, repair or alteration of any publicly owned capital improvements or projects, if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within three years of the approval of the community redevelopment plan by Miami-Dade County pursuant to a previously approved public capital improvement or project schedule or plan of Miami-Dade County as governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of Miami-Dade County and three (3) years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund; and
- (3) General government operating expenses unrelated to the planning and carrying out of the community redevelopment plan.

II. Miami-Dade County or Other Taxing Authority Representation

Pursuant to section 163.357(1)(d) of the Act, one (1) member of the County Commission or a County Commission designee may be appointed to serve on the Agency's Board (in addition to the other members appointed to the Agency Board of Commissioners ("Agency Board")) pursuant to section 163.357(1)(c) of the Act. Said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other Agency Board member. Said membership on the Agency's Board shall be considered an additional duty of office as prescribed by section 163.357(1)(d) of the Act. Such appointment by the County Commission shall be immediate and will become part of the Agency's Board without requiring further action from the Agency.

III. Implementation of the Amended Plan

A. The redevelopment powers listed in Section I of this Interlocal Agreement may be exercised only with respect to the Redevelopment Area and only with respect to the Amended Plan as approved by the County Commission, together with any supplements or amendments to the Amended Plan, provided that any amendments and supplements to the Amended Plan must also be approved by the County Commission. Notwithstanding anything in the Amended Plan to the contrary, it is agreed that the Amended Plan as approved by the County Commission

pursuant to Resolution R-765-16 has extended the life of the Agency and the Redevelopment Area until September 30, 2046.

B. For purposes of this Interlocal Agreement, tax increment funds are such funds or revenues as defined by section 163.387(1)(a) of the Act.

C. No more than twenty percent (20%) of the tax increment funds deposited annually into the Trust Fund shall be used for total administrative expenses allowable under section 163.387(6)(a) of the Act (including indirect and overhead expenses which may not exceed six percent (6%) of the total contemplated administrative expenses to be spent under the Amended Plan). Administrative expenses include all compensation, including benefits, paid to or for the Agency's Executive Director. All expense items chargeable to the twenty percent (20%) administrative expense cap shall be shown as individual line items in the annual budget prepared by the Agency and submitted to the County Commission with sufficient detail on individual salaries, etc. The six percent (6%) and twenty percent (20%) caps on administration shall be calculated based on the Agency's tax increment finance funding for that particular year and shall not include any carryover or other funding or revenue sources for this calculation. The County shall charge, and the Agency shall pay to the County, no later than March 31, an annual administrative fee ("County Administrative Fee"). This County Administrative Fee shall be one- and one-half percent (1.5%) of the County's payment to the Agency. The County Administrative Fee shall not be included in the twenty percent (20%) limit on administrative expenses defined in this section.

D. The County hereby agrees to contribute ninety-five percent (95%) of the tax increment funds derived from the Redevelopment Area on an annual basis. Such contribution levels comply with County Commission Ordinance No. 07-79.

E. The Agency shall use its best efforts to ensure that the staffing of the Agency reflects the racial and ethnic diversity of the Agency area, in accordance with applicable law.

IV. County Coordination

A. The County Mayor or the County Mayor's designee shall designate a Redevelopment Area Coordinator ("Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the Agency for the Redevelopment Area. The Redevelopment Area Coordinator shall carry out the day-to-day County responsibilities for the Redevelopment Area and shall be the designated person to receive all data and reports pertaining to the Amended Plan. Additionally, the Agency shall provide prior written notice for all Agency meetings

to the Redevelopment Area Coordinator and shall deliver copies of all Agency agendas and agenda items to the Redevelopment Area Coordinator prior to each Agency meeting. Additionally, on a yearly basis, the Agency shall transmit to the County a copy of the Agency's annual report and certified financial statements.

B. The Agency shall be responsible for implementing and conforming to the Amended Plan, including developing and implementing proposals for indebtedness and bond financing which has received the prior approval of the County Commission, acquisition, disposition and relocation activities, coordination and implementation of the design and construction of public improvements necessary to support the redevelopment of the Redevelopment Area, and such other projects and activities as are contemplated by the Amended Plan. The Agency shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator.

C. All proposals related to amendments to the Amended Plan and proposals for indebtedness, loans or bond financing pledging tax increment revenues shall be subject to review and approval by the County Commission. No such amendment to the Amended Plan or indebtedness, loan or bond financing shall be considered approved until the Agency's Board, and the County Commission have taken official legislative action in accordance with the Act approving the Amended Plan amendment or indebtedness. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Amended Plan and proposals for indebtedness and bond financing to the County for review and recommendation and the Mayor or the Mayor's designee shall submit said recommendation to the County Commission for its final approval. The Redevelopment Area Coordinator shall review all proposals prior to review by the County and the County Commission.

D. After approval by the Agency's Board, and in accordance with state law, the annual budget and progress report shall be submitted to the County in a format approved by the County with sufficient detail including a description of any proposed project, grant, loan or any other program anticipated to be funded by the Agency in that fiscal year, and reference the Amended Plan. Additionally, the budget shall include a section outlining the accomplishments of the prior fiscal year. The annual budget for the Agency and the Redevelopment Area shall be subject to review and approval by the County Commission. The annual budget shall be submitted to the County no later than October 15th of each fiscal year. With the exception of the debt service payment on current bond obligations financed by tax increment revenues (only if such obligations have been approved by County Commission), no funds on deposit in the Trust Fund may be expended by the Agency based on the new budget until the annual budget has been approved by the County Commission. However, if the Agency's annual budget which has been adopted and

approved in compliance with the terms of this Interlocal Agreement is submitted to the County no later than October 15th, the Agency may continue to make expenditures provided they do not exceed the fund appropriation in the previous year budget. However, if expected revenue decreases from the previous fiscal year, the prior budget fund appropriation shall be reduced accordingly for the purpose of limiting expenditures until the new budget is approved by the County. At the request of the County, the Agency shall submit additional progress reports on the Amended Plan and Redevelopment Area activities. The annual budget must be accompanied by official legislation from the Agency including a statement that all Agency expenses are in accordance with the approved Plan and state law. The Agency shall transmit such legislation to the County.

E. Should the Agency's Board, and the County Commission approve and/or adopt any amendments and modifications to the Amended Plan, such amendments and modifications shall become a part of the Amended Plan and the powers delegated to the Agency pursuant to this Agreement shall be exercisable with respect to such amendments and modifications.

V. Payment Obligation

Payment obligations to the County shall be made annually prior to March 31st of each year. If payments are not received in full by March 31st, the Agency shall pay an amount equal to five percent (5%) of the payments due, and interest on the unpaid amount equal to one percent (1%) of the payment for each month the payment is outstanding.

VI. Land Disposition

Any disposition of land by the Agency shall be accomplished in accordance with applicable provisions of federal, state and local laws, the Amended Plan and this Agreement pursuant to the Act.

VII. Project Financing

a. The County either directly or through the Agency shall establish and maintain the Trust Fund, as required by applicable law.

b. The County, either directly or through the Agency, shall develop and promulgate rules, regulations and criteria whereby the Trust Fund may be promptly

and effectively administered, including the establishment and the maintenance of books and records and adoption of procedures whereby the Agency may expeditiously and without undue delay, utilize such funds in accordance with the County Commission approved budget for the Redevelopment Area.

c. The Agency, only if approved by the County Commission, may sell bonds and execute notes and other forms of indebtedness, as well as collateral documents, to finance capital improvements deemed necessary for the Redevelopment Area; however, the County Commission's approval as to amount, duration and purpose of such bonds, notes or other indebtedness, and advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness and advances pledging or obligating tax increment revenues. Notwithstanding any provision hereof, any provision of this Interlocal Agreement, the duration of such bonds, notes, or other indebtedness and advances pledging or obligating tax increment revenues which may be approved by the County Commission shall not extend past the last day of June 30, 2046. The County's obligation to annually appropriate to the Trust Fund shall continue until all properly approved loans, advances and indebtedness, if any, and interest thereon, if any, of the Agency incurred as a result of redevelopment in the Redevelopment Area, have been paid, or for as long as required by applicable law, whichever is later. In no year shall the County's obligation to the Trust Fund exceed the amount of that year's tax increment as determined pursuant to Ordinance No. 07-79. On the last day of the fiscal year of the Agency, any money which remains in the Trust Fund after payment of expenses pursuant to section 163.387(6), of the Act, for such year shall be: (1) returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Trust Fund by all taxing authorities within the Redevelopment Area for the year; (2) used to reduce the amount of any indebtedness to which increment revenues are pledged; (3) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or (4) appropriated to a specific redevelopment project listed herein pursuant to the approved Amended Plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be re-appropriated pursuant to the next annual budget adopted by the Agency Board, subject to approval by the County Commission.

VIII. Community Benefits Agreements, Contracting and Procurement,

a. Community Benefits Agreement. All entities or contractors contracting with or receiving grants from the Agency for new commercial and residential

developments to be constructed within the Redevelopment Area in an amount of two hundred thousand dollars (\$200,000.00) or more, or such other amount as may be established by the County Commission, shall enter into a community benefits agreement with the Agency which will benefit primarily the residents of the Redevelopment Area. To the extent allowed by law, a community benefits agreement shall include provisions for hiring the qualified labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are qualified but unemployed or underemployed. Depending on the worker or employee to be hired, the Agency will be required to ensure that such entity or contractor complies with wage requirements, as applicable, established by Miami-Dade County's Living Wage or Responsible Wage Ordinances, pursuant to Section 2-8.9 and 2-11.16, respectively, of the Code of Miami-Dade County, Florida (the "Code") or pay higher wages and benefits, as are feasible.

b. Contract Requirements. All entities or contractors contracting with or receiving a grant from the Agency in an amount of five hundred thousand dollars (\$500,000.00) or more, or such other amount as may be established by the County Commission, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended, as if expressly applicable to such entities:

- (1) Small Business Enterprises (Section 2-8.1.1.1.1 of the Code);
- (2) Community Business Enterprises (Section 2-10.4.01 of the Code);
- (3) Community Small Business Enterprises (Section 10-33.02 of the Code);
- (4) Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code);
- (5) Living Wage Ordinance; and/or
- (6) Responsible Wage Ordinance

c. Procurement. Pursuant to Section 163.370(5) of the Act, the Agency shall procure all commodities and services under the same purchasing processes and requirements that apply to the County which created the Agency, including provisions of the County Charter and any procurement ordinances, as modified to reflect that such requirements are applicable to the Agency.

IX. Recovery of Grant Funds

The Agency shall include in their contracts or grant agreements a "clawback" provision that will require the Agency or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with

the provisions of its agreement with the Agency by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible.

X. Required Reasonable Opportunity to Be Heard and Project Related Findings

a. The Agency shall delegate authority to its Executive Director or the Executive Director's designee to oversee projects and shall set the amount of the Executive Director's or designee's authority. If the Agency proposes to fund a proposed new or rehabilitated commercial or residential project and such project amount is above the delegated person's authority for approval thus requiring approval of the Agency, a duly noticed public meeting must be held where the public has a reasonable opportunity to be heard, and a finding by the Agency Board must be made that:

- (1) The proposed project or program will primarily and substantially benefit residents or business owners within the Redevelopment Area for the purpose of raising the viability and strength within the Agency boundary; and
- (2) The non-public entity or contractor requesting funding may, with authorization of the Agency Board, use the Agency's funds to address financial gaps when all other funding has been identified for the project and that, but for the Agency's funding, the project cannot be undertaken.

XI. Safeguards for Residents from Displacement and Affordable Housing

In the event the Agency funds a redevelopment project authorized by the Amended Plan that will temporarily or permanently displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the Agency shall prepare or caused to be prepared a relocation plan to assist in the relocation of such persons and shall make any required relocation payments under the Act and applicable laws and regulations. It is expressly understood that the Agency may fulfill the obligations as set forth in this section by causing the developer or developers undertaking approved redevelopment activities to propose the required redevelopment plan and fund relocation payments, subject to approval of such plan and payments by the Agency's Board.

Further, the Agency shall make or provide for at least a “one-for-one” replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit. However, the before-mentioned requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. Individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area provided the affected persons keep the Agency advised of their current address at all times.

The Agency shall serve an income mix of extremely low-, very low-, low-, moderate-income, and workforce housing up to one hundred forty percent (140%) of area median income, as may be defined by the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation. Developer incentives may be established that assist in accomplishing these housing goals.

XII. Project Management, Administration and Coordination

A. The Agency, shall consider any reasonable request by the County with respect to implementing any plan of action related to the Amended Plan. The Agency shall develop implementation schedules and timetables for all significant Redevelopment Area activities as determined the Agency, copies of which shall be delivered to the Redevelopment Area Coordinator beginning six (6) months from the date of this Agreement. The Agency shall also deliver additional interim reports to the County upon request.

- (1) The Redevelopment Area Coordinator shall receive from the Agency advance notice of all public meetings related to development of projects pursuant to this Agreement and on a regular basis, information regarding the progress of all such development through the design and construction of such projects.
- (2) During construction, the County shall have the right to attend all such public meetings and inspect the projects being developed at all reasonable times subject to reasonable restrictions imposed by the contractor.

- (3) The Agency shall consult regularly with the County's Redevelopment Area Coordinator to keep the County reasonably informed throughout the duration of the planning, design and construction of such redevelopment projects. The Agency shall be required to have an outside independent audit on an annual basis to monitor and investigate compliance with the terms of this Agreement. The right of the auditor to investigate, monitor, inspect, copy, review, verify and check operations and records of the Agency shall include, but not be limited to, all of its employees, consultants, agents or authorized contractors and subcontractors, as well as all administrative and operational facilities used by the Agency and the County in connection with all matters arising under this Agreement. Records include, but are not limited to, construction, financial, correspondence, instructions, memoranda, bids and contract documents, as well as all other records pertaining to the planning, development and construction of projects pursuant to this Agreement. Any rights that the County has under this provision shall not be the basis for any liability to accrue to the County from the Agency or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

XIII. Indemnification

The Agency shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County and Agency or its employees, agents, servants, partners principals or subcontractors. The Agency, on its behalf and on behalf of the County, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. The County shall be responsible for such expenditures in the absence of the Agency, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the County and Agency shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00) or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by the County or Agency arising out of the same incident or

occurrence, exceed the sum of three hundred thousand dollars (\$300,000.00) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Agency.

XIV. Inspector General Review and Ethics Training

A. The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the Agency shall make available to the independent private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the Agency shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review the Agency's past, present and proposed contracts, transactions, accounts, records, agreements and programs and audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the Agency, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

B. The Agency agrees to comply with Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code). Additionally, upon their appointment or reappointment, all Agency Board members, all of the Agency's advisory boards, and the persons who staff the Agency Board or the Agency's advisory boards shall be required to complete four (4) hours of ethics training per calendar year to be conducted by the Miami-Dade Commission on Ethics and Public Trust or State Ethics Agency and comply with any other ethics training requirements imposed by law.

XV. Miscellaneous

A. Third Party Beneficiaries. None of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the 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.

B. Construction of Agreement. All 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 any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

C. Jurisdiction. 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;

D. Severance. Should any clause or provision of this Agreement be determined to be illegal, invalid, or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal invalid or unenforceable provision, which is agreed to by all Parties.

E. Waiver. No consent or waiver by a Party to, or of, any breach, or default, 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 default in the performance by such other Party of the same or any other obligations of such other Party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the Party against whom enforcement of the consent or waiver is sought. Failure by a Party to complain of any act, or inaction, 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.

F. This Agreement may be amended only by the written agreement signed by the Agency and the County.

G. This Agreement, or any part thereof, is not assignable by the Agency without the express written consent of the County.

H. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same

instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

I. The recitals in this Agreement are incorporated in the Agreement.

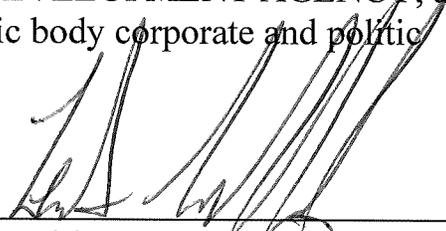
J. Captions and Headings. The headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed in their names by their duly authorized officers and the corporate seals to be affixed hereto, all as of the day and year first above written.

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: 
Leviticus L. Gilliard,
Chairperson

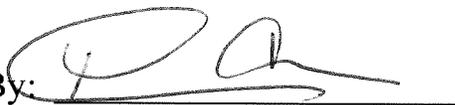
By: _____
County Mayor or Designee

By: 
Executive Director

ATTEST: Luis G. Montaldo,
AD Interim Clerk

ATTEST

By: _____
Deputy Clerk

By: 
Secretary

Approved for form and legal sufficiency

By: _____
Terrence A. Smith
Assistant County Attorney