

**AMENDMENT TO THE 1983 INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF MIAMI, MIAMI-DADE
COUNTY, AND SOUTHEAST OVERTOWN/PARK WEST COMMUNITY
REDEVELOPMENT AGENCY**

THIS AMENDMENT ("**Amendment**") is made and entered into this 20th day of Sept., 2022, by and between Miami-Dade County a political subdivision of the State of Florida (the "**County**"), the City of Miami, Florida, a municipal corporation of the State of Florida (the "**City**") and the Southeast Overtown/Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to section 163.356, Florida Statutes (the "**SEOPW CRA**").

RECITALS

WHEREAS, on March 30, 1983 the County, formerly known as Metropolitan Dade County, and the City executed that certain Intergovernmental Cooperation Agreement (the "**1983 Interlocal Agreement**"); and

WHEREAS, on November 15, 1990, the County, formerly known as Metropolitan Dade County, and the City entered into that certain Amendments to Interlocal Cooperation Agreement (the "**First Amendment**") amending certain terms and provisions of the 1983 Interlocal Agreement; and

WHEREAS, as of December 31, 2007, the County, the City, the SEOPW CRA and the Omni Community Redevelopment Agency (the "**Omni CRA**") entered into that certain Interlocal Agreement between the City of Miami, Miami-Dade County, SEOPW CRA and Omni CRA to Provide Funding for Major Projects for the Benefit of All Parties (the "**2007 Interlocal Agreement**"); and

WHEREAS, on January 22, 2010, the County and the SEOPW CRA entered into that certain amendment to 1983 Interlocal Cooperation Agreement (the "**2010 Amendment**"; together with the 1983 Interlocal Agreement, the First Amendment, and the 2007 Interlocal Agreement collectively, the "**Interlocal Agreement**"); and

WHEREAS, the SEOPW CRA generated an Assessment of Need (the "**AON**") to substantiate the extension of the life of the SEOPW CRA until March 31, 2042; and

WHEREAS, the SEOPW CRA adopted the 2018 Redevelopment Plan Updated (the "**Amended Redevelopment Plan**") prepared by E.L. Waters and Company, LLC; and

WHEREAS, on June 26, 2018, the Board of Commissioners of the SEOPW CRA adopted resolution CRA-R-18-0030 approving the AON; and

WHEREAS, on September 24, 2018, the Board of Commissioners of the SEOPW CRA adopted Resolution CRA-R-18-0040 approving the Amended Redevelopment Plan; and

WHEREAS, on May 9, 2019 the City Commission adopted Resolutions R-19-0175 and R-19-0176 which approved the AON and the Amended Redevelopment Plan, respectively to substantiate the life of the SEOPW CRA to March 31, 2042; and

WHEREAS, the Miami-Dade County Board of County Commissioners (the “**Board**”) adopted Resolution No. R-654-22 that approved the AON, the Amended Redevelopment Plan, the extension of the life of the SEOPW CRA to March 31, 2042, and the execution of this Amendment; and

WHEREAS, the County, the City and the SEOPW CRA desire to modify and amend the Interlocal Agreement and extend the life of the SEOPW CRA to March 31, 2042, as hereinafter provided,

NOW, THEREFORE, the County, the City and the SEOPW CRA agrees as to follows:

1. **Recitals.** The Recitals to this Amendment are true and correct and incorporated herein and made a part of this Amendment.

2. **Defined Terms.** Defined terms utilized in this Amendment but not defined herein shall have the meaning ascribed to said terms in the Interlocal Agreement.

3. **Extension of Life of SEOPW CRA.** The life of the SEOPW CRA is hereby extended from March 31, 2030 until March 31, 2042.

4. **Redevelopment Plan.** All references in the Interlocal Agreement to the Redevelopment Plan shall be deemed reference to the Amended Redevelopment Plan.

5. **Priority Projects.** The County, the City and the SEOPW CRA acknowledge and agree that, subject to compliance with all applicable laws, including Part III, Chapter 163, Florida Statutes, the following projects identified in the Amendment Redevelopment Plan, among other projects in the Redevelopment Area, shall be partially funded by SEOPW CRA utilizing tax increment revenues (the “**Incentive Agreement Projects**”):

- A. Overtown Cultural and Entertainment District.
- B. Miami World Center Project, generally located between 11th Street on the North, the FEC Railway to the South, NE 2nd Avenue to the East and N. Miami Avenue to the West.
- C. The Marriott Marquis Conference Center & Hotel, located at 800 N. Miami Avenue, (Folio 01-3137-025-0011).
- D. South Florida Regional Transportation Authority’s Tri-Rail Downtown Miami Link Station Improvements Project located within the All Aboard Florida Grand Central Station, which station is situated on various parcels located immediately west of NW 1st Avenue between Flagler and N.W. 8th Streets, to be supported by a pledge of tax increment revenue to support a

\$17,580,000.00 City bond issue.

- E. The World Literacy Crusade of Florida, Inc. a/k/a Mama Hattie's House.
- F. The redevelopment and modernization of County-owned public housing projects situated on a combined 33.7 acres of land located within the Redevelopment Area consisting of Culmer Place (580 NW 5th Avenue, Miami, FL), Culmer Gardens (610 NW 10th Street, Miami, FL), and Rainbow Village (2140 NW 3rd Avenue, Miami, FL), presently improved by 326 units of public housing in order to replace and expand the inventory of public housing and construct additional subsidized and market rate residential units, as well as the development of other uses, as appropriate.
- G. Existing affordable housing projects financed with existing CRA Bond issue.
- H. The development and rehabilitation of workforce housing and affordable housing projects.
- I. Development of between approximately 800 and 1,000 affordable housing units serving families earning between 30% and 140% of the County's Area Median Income as defined by the U.S. Department of Housing and Urban Development, as adjusted for household size, on non-County-owned sites located within the Redevelopment Area.
- J. Land acquisition and development activities consistent with the character and scale of development identified in the Overtown Entertainment and Cultural District, as it may be amended from time to time.
- K. Development and growth of local, small business enterprises within the Redevelopment Area through grants or low-interest loans to, among other things, improve the physical plant of local businesses, finance the acquisition of machinery and equipment, and provide limited guarantees against losses to increase access to credit from local financial institutions.
- L. Support the implementation of activities identified within Overtown Youth and Children's Coalition Master Plan.

6. **Redevelopment Area.** The County, City and SEOPW CRA acknowledge and agree that the redevelopment area (the "**Redevelopment Area**") consists of (i) that area initially approved by the County and as described on the map attached to County Ordinance No. 82-115 as Exhibit "A", (ii) that addition to the area approved by the County in Ordinance No. 86-4; and (iii) that addition to the area approved in Resolution No. R-1039-09, all as more particularly shown on that map attached hereto as **Exhibit "A"**.

7. **Base Values.** The County, the City and SEOPW CRA agree that the assessed values of property for ad valorem tax purposes to be used in calculating the amount of tax increment revenues is: (a) with respect to that portion of the Redevelopment Area initially approved by the County and as described

on the map attached to County Ordinance No. 82-115 as Exhibit "A", the value as of January 1, 1982, contained the preliminary *ad valorem* assessment roll for 1982 prepared by the Property Appraiser of the County; (b) with respect to the addition to the Redevelopment Area approved by the County in Ordinance No. 86-4, the value as of January 1, 1985 contained in the preliminary *ad valorem* assessment roll for 1985 prepared by the Property Appraiser of the County; and (c) with respect to the addition to the Redevelopment Area approved by the County in Resolution No. R-1039-09, the value as of January 1, 2009, contained in the preliminary *ad valorem* assessment rolls for County.

8. **Annual Budget.** The County agrees to waive any claims it may have regarding approval of the annual SEOPW CRA budget for the fiscal years prior to fiscal year commencing October 1, 2018. Notwithstanding the foregoing, the SEOPW CRA, in accordance with section 163.387(6), Florida Statutes, shall submit to the Miami-Dade County Board of County Commissioners for its approval its annual budget and any amendment thereto within 10 days after the adoption of such annual budget or amendment to the budget.

9. **Waiver of Administrative Fee.** The County agrees to waive the 1.5% Administrative Fee chargeable to SEOPW CRA for the life of the SEOPW CRA.

10. **Overtown Urban Initiation Project Management Committee.** Sections 1, 2, and 3 of the 1983 Interlocal Agreement are hereby deleted.

11. **City Contribution.** The County and the SEOPW CRA acknowledge and agree that the City has made all required contributions required by the City under Section 4 of the 1983 Interlocal Agreement.

12. **SEOPW Projects.**

- A. The County and the City acknowledge and agree that the SEOPW CRA has complied with its obligations under Sections 2 (a) and (b) of the 2010 Amendment with respect to the Camillus House Project and the Alonzo Mourning Charities, Inc. affordable housing Project. The

SEOPW CRA acknowledges that Section 2(c) of the 2010 Amendment regarding Mama Hattie's House has not yet been developed and is included in the list of Incentive Agreement Projects.

- B. The County and the City acknowledge and agree that each of the SEOPW CRA Development Projects, including the Incentive Agreement Projects, do not require approval of any and all plans for development before contracts are entered into for constructions of each respective SEOPW CRA Developments, including without limitation, the Incentive Agreement Projects.

13. **Reverter Lawsuit.** The County, the City and the SEOPW CRA acknowledge that the Reverter Lawsuit has been resolved, Block 45 has reverted to the County and that Block 36 and Block 56 are no longer subject to revert to the County.

14. **CRA Indebtedness.** The SEOPW CRA may elect to issue bonds and/or incur other

indebtedness required to finance, as necessary and appropriate, its contribution to the SEOPW CRA Projects including the Incentive Agreement Projects, provided however, in no event shall any bonds issued and/or indebtedness incurred mature later than March 31, 2042. Prior to the issuance of any bonds and/or indebtedness by the SEOPW CRA, the County shall have the right to review all related documents and agreements and may approve such bond issuance or indebtedness, pursuant to the provisions of the Interlocal Agreement as amended by this Amendment and applicable law, including section 163.358(3), Florida Statutes.

15. **CAP ON ADMINISTRATIVE EXPENSES.** The SEOPW CRA agrees that administrative expenses of the SEOPW CRA shall not exceed 20% of its overall fiscal budget.

16. **Procurement Requirements.** In accordance with section 163.370(5), Florida Statutes, the SEOPW CRA shall procure all commodities and services under the same purchasing processes and requirements that apply to the City. The SEOPW CRA confirms to the County and the City that SEOPW CRA has adopted the City's procurement procedures to be utilized by the SEOPW CRA for procurement.

17. **Community Benefits.**

- A. The SEOPW CRA agrees that all agreements with entities or contractors receiving grants of \$1,000,000.00 or more from the SEOPW CRA for new or rehabilitated commercial and residential developments entered into after the Effective Date within the Redevelopment Area may, to the extent allowed by applicable law, include the following provisions:
 - (i). Require hiring from the labor workforce for such project from residents of the Redevelopment Area that are unemployed or under employed, to extent feasible.
 - (ii). Require compliance with the wage requirements of Section 2-8.9 of the Code of Miami-Dade County, Florida (the "**Code**") or pay higher wages and benefits, as are feasible.
- B. The SEOPW CRA agrees it may include in all community benefit agreements with entities or contractor receiving grants of \$1,000,000.00 or more executed after the Effective Date to require such entities or contractors to comply with the following Miami-Dade County ordinances contained in the Code, as same may be amended, as if expressly applicable to such entities:
 - (i). Small Business Enterprises (Section 2-8.1.1.1.1 of the Code)
 - (ii). Community Business Enterprises (Section 2-10.4.01 of the Code)
 - (iii). Community Small Business Enterprises (Section 10-33.02 of the Code)
 - (iv). Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code)
 - (v). Living Wage Ordinance (Section 2-8.9 of the Code)

18. **Inspector General Review.** 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 SEOPW CRA 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 SEOPW CRA 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 past, present and proposed SEOPW CRA's contracts, transactions, accounts, records, agreements and programs at a minimum annually 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 SEOPW CRA and its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

19. **Recovery of Grant Funds.** The SEOPW CRA shall include in all contracts and grant agreements executed from and after the Effective Date a "clawback" provision that will require the SEOPW CRA to "clawback" 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 SEOPW CRA 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.

20. **Safeguards for Resident Displacement.** In the event the SEOPW CRA funds a redevelopment project authorized by the Amended Redevelopment Plan that may displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the SEOPW CRA shall prepare plans for and assist in the relocation of such persons, including making any relocation payments under the Act and applicable laws and regulations. Further, the SEOPW CRA 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, provided, however, this requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. The SEOPW CRA shall ensure that 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.

21. **Affordable and Mixed Income.** The County acknowledge and agrees that the SEOPW CRA Amended Redevelopment Plan includes a housing component that serves an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent (140%) of the area mean income, as defined by the U.S. Department of Housing and Urban Development and the County acknowledges that the Amended Redevelopment Plan gives priority to rehabilitation, conservation or redevelopment of housing for extremely low, very low, low or moderate income persons over funding of non-housing projects.

22. **Annual Budget.** The SEOPW CRA agrees to include in its annual fiscal budget a description of expenditures made by the SEOPW CRA for affordable housing projects during the previous fiscal year and a statement of anticipated expenditures for affordable housing project in upcoming fiscal years, if applicable.

23. **Ethics Training.** In accordance with section 163.367, Florida Statutes, the officers, commissioners, and employees of the SEOPW CRA shall be subject to part III of chapter 112, Florida Statutes, and the Board of Commissioners of the SEOPW CRA must also comply with the ethics training requirements as imposed in section 112.3142, Florida Statutes. Accordingly, the SEOPW CRA agrees that all members of the Board of Commissioners of the SEOPW CRA, staff of the SEOPW CRA, members of advisory boards of the SEOPW CRA and staff such advisory boards shall be required to complete a minimum of four (4) hours of ethics training to be conducted by the Miami-Dade County Commission on Ethics and Public Trust.

24. **Conflicts.** In the event of any conflicts between the Interlocal Agreement, and the terms of this Amendment, this Amendment shall control.

25. **Governing Law and Venue.** This Amendment and the Agreement shall be construed in accordance with and is governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action arising out of or in any way relating to this Amendment or the Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.

26. **Ratification.** Except as modified by this Amendment, the Interlocal Agreement is ratified and reaffirmed.

27. **Effective Date.** The effective date of this Amendment shall be the date this Amendment is last executed by the County, the City and the SEOPW CRA (the "**Effective Date**")

28. **Time of the Essence.** Time is of the essence in the performance of this Amendment.

29. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Amendment. The parties expressly acknowledge that that it is not their intent to create or confer any obligations on or upon any third-party by this Amendment. None of the parties intend to directly or indirectly benefit a third person by this Amendment, and no third party shall be entitled to assert a claim against any of the parties based upon this Amendment. Nothing herein shall be construed by any agency or political subdivision of the State of Florida to confer upon any third party or parties the right to sue on any matter arising out of this Second Amendment.

30. **Severability.** If one of more provisions of this Amendment shall be held contrary to any provision of law or be held invalid, then such provision or provisions shall be null and void and shall be separate from, and have no effect on, the remaining provisions which shall continue to be legal and valid.

31. **Counterparts.** This Amendment may be signed in counterparts. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

City of Miami,
a municipal corporation of the
State of Florida

By: [Signature]
Arthur Noriega, V, City Manager

Miami-Dade County,
a political subdivision of the
State of Florida

By: [Signature]
Danicella Levine Cava
Mayor

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

ATTEST:

HARVEY RUVIN, Clerk

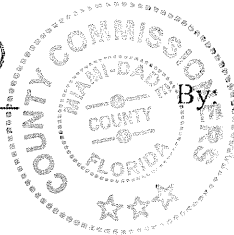
By: [Signature]
for Todd B. Hannon, City Clerk

Southeast Overtown Park West
Community Redevelopment Agency,
a public body corporate and politic

By: [Signature]
James McQueen, Executive Director

ATTEST:

By: [Signature]
for Todd B. Hannon, City Clerk




By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR
MIAMI-DADE COUNTY;


By: [Signature]
Terrence A. Smith
Assistant County Attorney

Date: 9-21-2022

APPROVED AS TO FORM AND
CORRECTNESS FOR CITY OF MIAMI:

By: 
Victoria Mendez, City Attorney
Date: 8/16/22

APPROVED AS TO FORM AND
CORRECTNESS FOR SEOPW CRA:

By:  V
Vincent Brown, SEOPW CRA
Staff Counsel

Date: 7/29/22

Exhibit "A"

Map of Redevelopment Area

Exhibit "B"

Name

Ten Museum Place	1040 Biscayne Boulevard
900 Biscayne	900 Biscayne Boulevard
Marlin Blue	824 Biscayne Boulevard
600 Biscayne	666 Biscayne Boulevard 215 NE 6 Street
Marquis	1100 Biscayne Boulevard
Marquis West	127 NE 11 Street
Paramount Park	700 Biscayne
Logik Tower	530 NW 1 st Court
Block 56	161 NW 6 th Street Folio 01-0105-060-1010 Folio 01-0105-060-1030 Folio 01-0105-060-1040

SOUTHEAST OVERTOWN/PARK WEST BOUNDARY MAP

