

Revised: March 13, 2000

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made as of the 1st day of March, 2000, among the City of Miami (the "City"), a municipal corporation organized under the laws of the State of Florida, having offices at 444 S.W. 2nd Avenue, Miami, Florida 33128, the Southeast Overtown/Park West Community Redevelopment Agency (the "SEOPW CRA"), a public body corporate and politic of the State of Florida, and the Community Redevelopment Agency of the Omni Area (the "Omni CRA"), a public body corporate and politic of the State of Florida, having offices at 300 Biscayne Boulevard Way, Suite 430, Miami, Florida 33131.

WITNESSETH

WHEREAS, it is the purpose and the intent of this Agreement and the parties hereto and consistent with the Florida Interlocal Cooperation Act of 1969, as amended (the "Cooperation Act") to permit the City and the Miami CRA, as hereinafter defined, to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the services and achieve the results provided for herein; and

WHEREAS, the SEOPW CRA and the Omni CRA were created pursuant to the adoption of Ordinance Nos. 1677-82 and 11248-95, respectively; and

WHEREAS, the City approved and adopted the Southeast Overtown/Park West Community Redevelopment Plan, pursuant to Resolution Nos. 82-755 and 85-1247, and the Omni Area Redevelopment Plan, pursuant to the Resolution Nos. 86-868 and 87-604; and

WHEREAS, pursuant to Section 163.410, Florida Statutes, Miami Dade County has delegated community redevelopment powers to the City; and

WHEREAS, the Omni CRA and the SEOPW CRA are responsible for carrying out community redevelopment activities and projects in the Omni Redevelopment Area and the Southeast Overtown/Park West Redevelopment Area, respectively established pursuant to the Redevelopment Plans, as hereinafter defined; and

WHEREAS, the boundaries for the Redevelopment Areas, as hereinafter defined are provided for in Exhibit A, attached and incorporated herein, as may be amended from time to time; and

WHEREAS, it is consistent with the purpose of the Cooperation Act to provide a means by which the City and the Miami CRA may jointly exercise the powers,

privileges and authorities that they share in common and that each might exercise separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively, including but not limited to the manner of providing financial assistance and resources needed to accomplish the planning, design, development and implementation necessary for the undertaking and carrying out of the community redevelopment projects in the Redevelopment Areas as provided herein and in the Redevelopment Plans; and

WHEREAS, the City and Miami CRA desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the planning, design development and implementation of the Projects (as hereinafter defined) and the necessary staff, consultants and other service providers related thereto; and

WHEREAS, the City and Miami CRA desire to facilitate the financing of the Projects for the current Fiscal Year and for future years, pursuant to the terms of this Agreement and related agreements as provided herein; and

WHEREAS, the Cooperation Act and the Florida Community Redevelopment Act of 1969 permit intergovernmental coordination between the City and Miami CRA for: (i) certain services relating to financial support; (ii) the use of certain City employees; and (iii) other assistance related to the Projects and future projects; and

WHEREAS, the financing of the Projects and providing of employees to carry out services associated with the Projects will further governmental purposes and be of substantial benefit to the City and the Miami CRA; and

WHEREAS, the Miami CRA's provision of program management, technical assistance, planning, coordination, development and other services necessary for the Projects will further the interests of the Miami CRA and the City and shall serve a public purpose by, among other things, aiding in the elimination of slums and blighted areas and advancing the public health and general welfare and will result in the coordination, development, implementation and completion of the Projects in the Redevelopment Areas; and

WHEREAS, it is necessary and appropriate for the parties to provide for intergovernmental cooperation and to cooperate and jointly proceed as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained and subject to the terms and conditions hereafter stated, the City and the Miami CRA agree as follows:

ARTICLE I - AUTHORITY

This Agreement is entered into pursuant to and under the authority of the provisions of Chapter 163, Florida Statutes and the Ordinances and Resolutions noted above.

ARTICLE II - DEFINITIONS

2.1 Definitions

The terms defined in this Section 2.1 shall have the following meanings for purposes of this Agreement when initially capitalized herein:

- (a) "Act" means Part I and Part III, Chapter 163, Florida Statutes.
- (b) "Agreement" means this Interlocal Cooperation Agreement, including any exhibits hereto, as the same may be hereafter amended from time to time.
- (c) "Base Year" means the Fiscal Year 1999.
- (d) "City" means the City of Miami, Florida, a municipal corporation organized under the laws of the State of Florida, and any successors thereto or assigns thereof.
- (e) "CRA Board" means the Board of Directors of the Miami CRA.
- (f) "Effective Date" means the date as determined by Section 12.5 hereof on which this Agreement becomes effective.
- (g) "Expiration Date" means the date on which this Agreement terminates by its own terms as provided in Section 10.1 hereof.
- (h) "Fiscal Year" means the fiscal years of the City and Miami CRA commencing on October 1 of each year and ending on the next succeeding September 30.
- (i) "Five Year Program Plan" means the five (5) year program plan for the execution of Projects as set forth in Article VIII.
- (j) "HUD Funds" mean grants of moneys the City receives from time to time from the United States Department of Housing and Urban Development, including but not limited to community development block grant funds ("CDBG

Funds"), HOME Investment Partnership funds ("HOME Funds"), and other similar funds.

(k) "Miami CRA" means collectively the Southeast Overtown/Park West Community Redevelopment Agency and the Omni Area Community Redevelopment Agency of the City of Miami, their successors or assigns.

(l) "Park Bond Funds" mean grants of moneys the City receives from time to time from Miami Dade County Safe Neighborhood Park Bonds issued for capital improvements for existing parks in the City.

(m) "Projects" mean the community redevelopment projects and related activities as defined in the Act within the Redevelopment Areas and approved by the City.

(n) "Redevelopment Areas" mean the Omni CRA Redevelopment Area and the Southeast Overtown/Park West CRA Redevelopment Area as provided within the Redevelopment Plans as herein defined, as the same may be hereafter amended from time to time as described on Exhibit A.

(o) "Redevelopment Plans" mean the Southeast Overtown/Park West Area Community Redevelopment Plan approved by the City in Resolution Nos. 82-755 and 85-1247, and the Omni Area Redevelopment Plan approved by the City in Resolution Nos. 86-868 and 87-604, as the same may be hereafter amended from time to time.

ARTICLE III - PURPOSE; FINDINGS; INTENT

3.1 Purpose

The Miami CRA and the City acknowledge and agree that the purpose of this Agreement is to set forth the cooperative relationship between the City and the Miami CRA, the respective duties and obligations thereof and the procedures to be followed by the parties hereto in order to undertake and carry out the financing for the program management, technical assistance, planning, coordination, development and other services necessary for the Projects and the services of staff, consultants and others necessary for the Projects.

3.2 Findings

The City and Miami CRA hereby ascertain, determine, declare and find that:

(a) Projects that further the legislative findings of the Act and the related goals, purposes, and objectives of the Redevelopment Plans shall make a

significant contribution to the redevelopment of the Redevelopment Areas and shall serve a public purpose by aiding in the elimination and prevention of slums and blighted areas, and providing affordable housing, and therefor advancing the public health and general welfare of the Redevelopment Areas.

(b) The Miami CRA's undertaking of the program management, technical assistance, project administration, planning, coordination, development and provision of other services related to the Projects shall further the interests of the City and the Miami CRA, and will result in better coordination, efficient management and timely implementation of the development of the Projects.

(c) It is necessary and appropriate for the City and the Miami CRA to cooperate and proceed as provided herein.

3.3 Intent; Cooperation; Exercise of Powers.

The parties hereto agree to cooperate and assist each other in achieving the purpose set forth in this Article. Each of the parties hereto does hereby grant to the other parties hereto and does acknowledge that the other parties may, in furtherance of the purpose of this Agreement, exercise any and all powers legally available to that party, which but for this Agreement, the other parties may not be able to exercise and which by virtue of this Agreement may be shared with the other parties and be exercised separately and collectively, subject to the limitations of Chapter 163 of the Florida Statutes.

3.4 Designation

The City hereby designates SEOPW CRA as the exclusive party responsible for the planning, development, program management, technical assistance, coordination, project administration, monitoring and other services required for the completion of the Projects within the Southeast Overtown/Park West Redevelopment Area. The SEOPW CRA hereby agrees to carry out its duties and functions as such designated exclusive party in accordance with the terms of this Agreement.

The City hereby designates Omni CRA as the exclusive party responsible for the planning, development, program management, technical assistance, coordination, project administration, monitoring and other services required for the completion of the Projects within the Omni Redevelopment Area. The Omni CRA hereby agrees to carry out its duties and functions as such designated exclusive party in accordance with the terms of this Agreement.

The City further declares the Miami CRA to be a subrecipient of the City and afforded the same rights and privileges of any other subrecipient receiving HUD Funds. The Miami CRA shall comply with all applicable federal, state and local laws

and regulations relating to the HUD Funds and/or any other funds received by it from the City. For such purposes, the provisions of OMB Circular A-102 ("Grants and Cooperative Agreements With State and Local Governments", as amended August 29, 1997) as hereafter amended, are attached and incorporated hereto as Exhibit C.

ARTICLE IV - FINANCIAL RESOURCES TO BE PROVIDED BY THE CITY

4.1 City's commitment to funding.

The City hereby agrees to provide financial support to the Miami CRA for the planning, development, program management, technical assistance, coordination, monitoring and other services needed for the Projects undertaken pursuant to this Agreement. The City and Miami CRA hereby agree that:

(a) Five Year Funding Plan. The City and Miami CRA shall, by separate resolution, agree to a five year funding plan ("the Five Year Funding Plan") for the Miami CRA relative to this Agreement. Such funding shall be subject to the annual appropriation, allocation and approval of the City Commission and subject to the City's receipt of any funds not originating with the City, and the Five Year Funding Plan shall be coordinated with the Five Year Program Plan to be established in accordance with Article VIII of this Agreement. The funds shall be held and administered as provided in Section 4.4 of this Agreement. Each year the Five Year Funding Plan shall be amended to reflect the sources and amount of funding to be provided by the City to the Miami CRA, and the Projects to be undertaken by the Miami CRA as reflected in the Five Year Program Plan, as same may be amended.

(b) Administrative Expenses. The Miami CRA shall not use any community development block grant funds (hereafter referred to as "CDBG Funds") received from the City for administrative expenses (as defined in 24 CFR Part 570), without the prior written approval of the City Manager. The Miami CRA shall use funds received from other sources for any necessary administrative expenses.

4.2 Base Year for Funding Purposes. The City and Miami CRA agree that the base year for the purposes of calculating the City's ongoing commitment to fund activities of the Miami CRA pursuant to this Agreement shall be Fiscal Year 1999 (the "Base Year"). For Fiscal Year 1999, the City hereby agrees to the following, all subject to the availability of such funds:

(a) Project Plan. For the Base Year, the Miami CRA, shall receive HUD Funds for those Projects agreed to by the City.

(b) General Fund Support. For the Base Year, the amount of \$279,488 shall be provided by the City to the Miami CRA for other necessary expenses as agreed to by the City, pursuant to a budget submitted to the City by the Miami

CRA and approved by the City. Such budget shall be prepared by the Miami CRA in accordance with the City's annual budget process. Such funds shall be expended as provided herein, unless the Miami CRA has first secured the written permission of the City.

Section 4.2 (c) of the Agreement is amended to read as follows:

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(c) Program Operations Expenses or General Fund Support. For the Base Year and each Fiscal Year thereafter through September 30, 2002, for operating costs including the salaries and benefits of the City employees designated on Exhibit B hereto, and for other staff personnel contracted for directly by the Miami CRA not exceeding a Base Year amount of \$379,900, unless agreed to by the City.

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Effective October 1, 2002 for Fiscal Year 2002-2003 and for each Fiscal Year thereafter, \$379,900 shall be provided by the City to the Miami CRA from the City's General Fund.

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(2) The debt service obligations associated with the Section 108 loan in the amount of \$5,100,000 (approved in 1990 and drawn in 1994) shall be paid by the Miami CRA. To the extent that, in the City's sole judgment, the Miami CRA does not have the financial ability to pay the same, the City shall fund such debt service obligations from its available allocation of Section 108 funds.

(e) Other Financial Support. The City may also provide to the Miami CRA financial support other than the financial resources and support specifically identified herein.

4.3 Reallocation and Rollover of Unexpended Funds

Any unexpended moneys, including monies due and payable to the Miami CRA, not obligated or encumbered by the Miami CRA derived from the sources of funds as provided in this Article and unexpended at the end of any fiscal year, shall be reallocated and carried over into the next Miami CRA fiscal year, subject to HUD and other funding source regulations and requirements, the requirements of any related agreements or bond covenants and the City's prior approval.

4.4 Disbursement of Funding to Fiduciary of Miami CRA

The City's Finance Department shall be the fiduciary for the SEOPW CRA and the Omni CRA if requested to serve as such fiduciary by the SEOPW CRA and/or the Omni CRA, respectively. The City's Finance Department shall conduct all of its activities in this regard in accordance with generally accepted accounting principles.

The SEOPW CRA and the Omni CRA may each designate a different fiduciary by appropriate resolution.

ARTICLE V-PERSONNEL AND OTHER RESOURCES TO BE PROVIDED BY CITY

5.1 Use of City Personnel.

(a) The City hereby agrees to provide and designate the City employees listed on Exhibit B to serve as full-time staff to the Miami CRA for the program management, planning, coordination, technical assistance and other services needed by the Miami CRA. The City Manager is hereby authorized to provide, on the request of the Miami CRA, for the annual detailing to the Miami CRA of full time and part time City employees from the various departments of the City providing services to the Miami CRA. For the Base Year as provided in Article IV of this Agreement, the City agrees that the employees designated in Exhibit B shall provide full time service to the Miami CRA. Any employees hired by the Miami CRA after the Effective Date of this Agreement, shall not be City employees, unless otherwise agreed to by the City Manager. Any detailing of City employees to the Miami CRA shall be consistent with the City's policy regarding the detailing of personnel.

(b) The City employees designated to serve as full time staff to the Miami CRA shall continue to receive all the benefits provided to other City employees related to their employment with the City, except that the day-to-day duties and supervision of the employees shall be determined and provided by the Miami CRA unless otherwise decided by the City Manager. Such employees shall adhere to all City rules and regulations regarding employment.

(c) The City Attorney shall serve as counsel to the Miami CRA, unless the Miami CRA otherwise selects a general counsel, provided that nothing herein shall prohibit the Miami CRA from obtaining special counsel.

(d) The City Clerk shall serve as the official custodian of records and documents for the meetings of the Miami CRA. The City Clerk, or his or her designee, shall keep the minutes of the proceedings of the Miami CRA, maintain a journal of all resolutions, publish notice of meetings as required by law, and perform all other similar functions on behalf of the Miami CRA.

(e) The City shall also provide the Miami CRA with the assistance of such other City employees as may be requested by the Miami CRA, upon the approval of the City Manager. In furtherance of this provision, the City Manager and Miami CRA shall agree, in writing, on the general scope services to be provided by such City employees; however, the final approval of any such services shall be within the City Manager's sole discretion.

(f) In furtherance of the intent of this Section 5.1, the Miami CRA's use of City personnel shall be detailed in a separate agreement as may be required by the City Manager between the City and the Miami CRA which agreement shall provide for reimbursement by the Miami CRA for the use of City employees. Such agreement shall comply with all applicable provisions of Section 112.24 of the Florida Statutes.

5.2 Selection of Certain Staff of CRA

The Miami CRA is hereby authorized to employ or contract with such persons and consultants that it deems appropriate, and to determine their qualifications, duties and compensation.

ARTICLE VI - RESPONSIBILITIES OF THE MIAMI CRA

6.1 Responsibilities of Miami CRA

(a) The Miami CRA shall be responsible for the planning, development, program management, technical assistance, coordination and other services necessary for the completion of the Projects.

(b) For the financing of projects in future years as part of the City's annual budget process, the Miami CRA shall prepare and submit to the City a proposed budget which identifies the projects and activities to be planned, designed, developed, implemented and carried out by the Miami CRA prior to the appropriation, allocation and approval of the City's yearly budget. The budget process of the Miami CRA shall be in accordance with the City's annual budget process.

(c) Any amendments, modifications or alterations of the Projects shall require the City's prior approval.

6.2 Reports to the City.

The Miami CRA shall provide to the City status reports regarding the Projects. Such reports shall be provided to the City at such time or times as the City may require. Any reports required pursuant to any Project fund agreement shall be provided in accordance with such agreement.

ARTICLE VII - COOPERATION ON COMMUNITY REDEVELOPMENT INITIATIVES

7.1 Mutual Cooperation Between the Parties.

To further enhance the community redevelopment activities in the City, the City and Miami CRA hereby agree to:

(a) Work together for the incorporation and support of the legislative priorities and initiatives of the Miami CRA into the City's legislative priorities and initiatives.

(b) Work cooperatively upon the approval of any legislative initiative of the Miami CRA.

(c) Coordinate the delivery of municipal services associated with any Miami CRA Project(s) with the scheduling activities of the Project(s). The City Manager, or his designee, and the Miami CRA Director of Operations and Administration, or his designee, shall be responsible for such coordination.

ARTICLE VIII - ESTABLISHMENT OF FIVE YEAR PLAN

8.1 Establishment of Five Year Program Plan.

(a) The City and Miami CRA shall prepare a five (5) year plan for projects and activities to be undertaken by the Miami CRA pursuant to this Agreement (the "Five Year Program Plan").

(b) The Miami CRA hereby agrees to be responsible for the preparation of the Five Year Program Plan. Such plan shall be presented for review and acceptance by the City Commission after approval by the Boards of Directors of both the SEOPW CRA and the Omni CRA. The Five Year Program Plan shall be updated annually by the Miami CRA and be presented for review and acceptance by the City Commission after approval by the Boards of Directors of both the SEOPW CRA and the Omni CRA.

(c) Subject to the availability of funds and appropriation by the City Commission, the City shall fund the overall elements of the Five Year Program Plan approved by the City Commission.

ARTICLE IX - EXECUTION OF RELATED AGREEMENTS

9.1 Execution of Any Required Agreements

If the nature or use of the HUD Funds, Park Bond Funds or any other source of funding provided by the City to the Miami CRA pursuant to this Agreement requires the City and Miami CRA to enter into an agreement relating to a Project(s), such agreement shall be in accordance with all applicable rules and regulations of the funding source.

9.2 Execution of Related Agreements

All agreements shall be executed by the Executive Director on behalf of the Miami CRA and the City Manager on behalf of the City, upon the approval of the City Commission.

ARTICLE X - TERMINATION

10.1 Termination

This Agreement shall terminate upon the dissolution of the Miami CRA or by resolution of the City Commission.

ARTICLE XI - REPRESENTATIONS; WARRANTIES; COVENANTS

11.1 Representations and Warranties and Covenants of the City

The City represents, warrants and covenants to the Miami CRA that each of the following statements is presently true and accurate:

(a) The City is a validly existing municipal corporation organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) The Miami CRA shall coordinate all community redevelopment activities in the Redevelopment Areas.

(c) The City shall continue its redevelopment activities throughout the City, except as provided in this Agreement.

(d) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the City, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, or (iii) contravenes or results in any breach of, or default under any other agreement to which the City is a party, or results in the creation of any lien or encumbrance upon any property of the City.

(e) This Agreement, when entered, constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(f) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency of the City, or against any officer of the City, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transaction contemplated hereunder of the financial condition of the City.

(g) The City shall continue to fulfill its obligations to deliver and provide municipal services in the Redevelopment Areas. Upon the occurrence of a conflict between the Miami CRA and the City relative to the provision and delivery of services within the Redevelopment Areas, the decision of the City Attorney shall control.

(h) The City encourages the Miami CRA and agrees to assist the Miami CRA, to the extent determined by the City Manager, to apply for and seek state, federal and corporate grants and support.

(i) To the extent permitted by law and to the extent the same shall not violate any rule or regulation of any applicable funding source, the Miami CRA shall be able to seek funding from other resources other than the City to support the Redevelopment Plans.

11.2 Representations and Warranties and Covenants of the CRA

The Miami CRA represents and warrants to the City that each of the following statements is presently true and accurate:

(a) The Miami CRA is a body corporate and politic under the laws of the State of Florida, separate and distinct from the City, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(b) This Agreement has been duly authorized by all necessary action on the part of, and has been, or will be, duly executed and delivered by the Miami CRA, and neither the execution and delivery hereof, nor compliance with the terms

and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Miami CRA is a party, or (iii) contravenes or results in any breach of, or default under any other agreement to which the Miami CRA is a party, or results in the creation of any lien or encumbrance upon any property of the Miami CRA.

(c) This Agreement, when entered, constitutes a legal, valid and binding obligation of the Miami CRA, enforceable against the Miami CRA in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) The Miami CRA shall timely fulfill, or cause to be fulfilled, all of its obligations hereunder.

(e) During the term of this Agreement, the Miami CRA shall cause to occur and to continue to be in effect those agreements, instruments, and documents which are its responsibility under this Agreement.

(f) The Miami CRA shall provide to the City a copy of any applications made to obtain grants of moneys from resources or entities, other than the City, including the Federal Government.

(g) The Miami CRA agrees to apply for state, federal and corporate grants and support.

XII - MISCELLANEOUS

12.1 Meeting Notices to City Manager

The Miami CRA shall provide the City Manager with notices of all of its regular and special board meetings.

12.2 Entire Agreement

This Agreement, its attachments and any related agreements entered as provided herein constitute the entire agreement of the parties hereto.

12.3 Modification or Amendment

This Agreement may be amended in writing by the mutual agreement of the parties.

12.4 Severability

If any obligation of any party to this Agreement is found to be invalid or if any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement, which shall remain in full force and effect.

12.5 Effective Date

This Agreement shall become effective on the date on which this Agreement is (i) executed by the City and Miami CRA, (ii) approved by the Emergency Financial Oversight Board appointed by the State of Florida, and (iii) filed with the Clerk of the Circuit Court of Miami Dade County, Florida, whichever is later; and shall expire upon termination as provided in Article 10 hereof.

12.6 Assignment

This Agreement shall not be assigned by the Miami CRA, in whole or in part, without the prior written consent of the City, which may be withheld or conditioned, in the City's sole discretion.

12.7 No Member Liability.

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the Miami CRA in its, his/her or their individual capacity, and neither the members of the governing body of the City or the Miami CRA, nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the Miami CRA of this Agreement or any act pertaining thereto.

12.8 Notices

It is understood and agreed between the parties that written notice addressed to the City Manager or to the Executive Director of the Miami CRA and mailed,

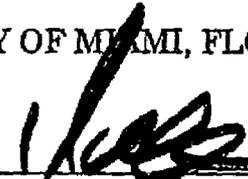
certified/return receipt, or hand delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

12.9 Controlling Law

This Agreement shall be governed by the laws of the State of Florida. Proper venue for any proceedings pertaining to this Agreement shall be in Miami Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Cooperation Agreement as of the day and year first above written.

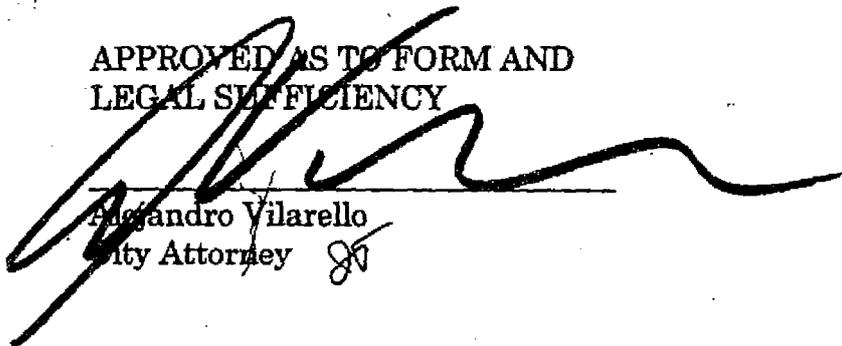
CITY OF MIAMI, FLORIDA

By: 
Donald Warshaw, City Manager

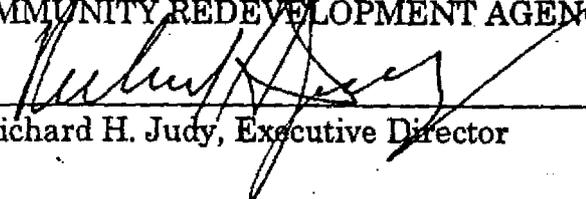
ATTEST:


Walter Foeman, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Alejandro Vilarello
City Attorney *AV*

SOUTHEAST OVERTOWN/PARK WEST
COMMUNITY REDEVELOPMENT AGENCY

By: 
Richard H. Judy, Executive Director

ATTEST:


Walter Foeman, City Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY

WR Bloom

William R. Bloom, Esq.
Holland & Knight LLP, Counsel
to SEOPW CRA

OMNI AREA COMMUNITY
REDEVELOPMENT AGENCY

By: *[Signature]*
Richard H. Judy / Executive Director

ATTEST:

Walter Foeman

Walter Foeman, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

WR Bloom

William R. Bloom
Holland & Knight LLP, Counsel
to Omni CRA

EXHIBIT "A"

**Legal Description For
OMNI Community Redevelopment Area**

All that portion of the following listed record plats lying within the area bounded by the Florida East Coast Railroad right-of-way on the West, the Northerly right-of-way line of I-395 on the South, the Westerly shore of Biscayne Bay on the East and the Southerly right-of-way of N.E. 20 Street on the North:

<u>Plat Name</u>	<u>Plat Book</u>	<u>Page</u>
The Causeway Fill	5	120
First Addition to Serena Park	80	8
Resubdivision of Pershing Court and Walden Court	4	148
Serena Park	76	86
Pershing Court	4	147
Walden Court	4	148 ½
Walden Court First Addition	6	23
Rickmers Addition Amended	4	149
Windsor Park Third Amended	4	145
Windsor Park Second Amended	4	123
The Villa La Plaisance	4	114
Boulevard Tract	100	65
Belcher Oil Company Property	34	29
The Garden of Eden	4	12
Nelson Villa and Garden of Eden Resubdivision	9	174
Nelson Villa and Garden of Eden Amended	30	20
Amended Map of Nelson Villa Subdivision	4	81
Biscayne Park Addition Amended	4	22
Rice and Sullivan Subdivision	4	64
Amended Plat of Miramar Plaza	33	18
Miramar Third Amended	5	4
Biscayne Park Addition	2	24
Replat of a Portion of Nelson Villa Amended	56	69
ASC Tract	89	21
Margaret Pace Park	(Unplatted)	
Coral Park	2	66
Resubdivision of Coral Park	4	106
Grand Union Replat	76	78
Mary Brickell Subdivision	8	9
Windsor Park	3	147

Exhibit A

<u>Plat Name</u>	<u>Plat Book</u>	<u>Page</u>
Rickmers Addition Amended	3	2
Alice Baldwin Addition	1	119
Alice Baldwin Jenny M. & Charles E. Oxar Subdivision Amended	8	87
Ward & Havling's Resubdivision	4	185
Charles E. Oxar Block 24 Amended	3	101
Charles E. Oxar Block 15 Corrected	3	58
Alice Baldwin Block 1 Corrected	6	43
Lindsey Hopkins Education Center	84	48
Heyn Prop. Inc. Resubdivision	6	93
North Miami	A	49 ½
Lindsey Hopkins Educational Center North Parking Lot	93	90
T.W. Palmers Resubdivision	4	60
W.T. Heslington Subdivision	8	97
City of Miami Cemetery	2	16
San Jose	3	158
Niles Court Resubdivision	32	36
Fire Station Site 1972	93	42
Seitter Addition Amended	2	60
Style Accessories Subdivision	62	8
Replat of Lot 2, North Miami	57	69
Omni International	102	3
Plaza Venetia	107	91
Herald Park	121	4
Bay Serena	7	135
Replat of Johnson and Waddell	50	15
Johnson and Waddell	8	53
Jefferson Addition	108	55
Biscayne Federal Plaza First Addition	116	7
Amended plat of Les Violins	109	16
Biscayne Federal Plaza Amended	109	77
Replat Biscayne Federal Plaza	103	60

And all that portion of any unsubdivided lands lying in Section 36, Township 53 South, Range 41 East and Section 31, Township 53 South, Range 42 East, lying within the area defined above, and all that portion of any street, avenue, terrace, lane, way, drive, court, place, boulevard or alley lying within the area defined above and any other subdivisions, not listed above, lying within the above defined area.

**Legal Description for
Southeast Overtown/Park West
Community Redevelopment Area**

**Area bounded generally by Biscayne Boulevard on the East, I-95 on the West, I-395
on the North, and North 5th Street on the South**

Exhibit "B"

	<u>Employee</u>	<u>Position</u>
1.	Hilda Tejeta	Administrator
2.	Hammond Noriega	Community Coordinator

Exhibit "C"

**OMB Circular A-102 ("Grants and Cooperative Agreements
With State and Local Governments, as amended August 29, 1997)**

(Copy Attached)

CONTRACT REVIEW AND ANALYSIS FORM

ATTACH SUPPORTING DOCUMENTS

OFFICE

DATE: March 22, 2000

DEPARTMENT/DIVISION: Community Development

CONTACT PERSON/CONTACT NUMBER: Gwendolyn C. Warren / (305) 416-2079

CONTRACTING ENTITY: Omni and S.E. Overtown Park West Community Redevelopment Agencies

RESOLUTION NUMBER(S): _____ BID/PROJECT NUMBER: _____ (If Applicable)

BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,

TOTAL DOLLAR AMOUNT: \$659,388.00 EXPENSE REVENUE

SOURCE OF FUNDS: General Fund, Community Development ACCOUNT CODE(S) _____

If grant funded, is there a City match requirement? YES NO AMOUNT: _____

Are matching funds Budgeted? YES NO Account Code(s): N/A

TERMS OF CONTRACT:

Effective Date: Upon Oversight Board approval

Escalating Clause, if any: N/A

Contract Period (s): October 1, 1999

Penalties, (if any), for termination: _____

Payment terms: N/A

If grant funded, list restrictions/requirements, if applicable: _____

SUMMARY/DESCRIPTION OF CONTRACT OR AGREEMENT

Is this an extension? YES NO

If YES, actual expenditures in previous contract Year: _____

Summary/Description of Contract Agreement: PLEASE SEE ATTACHED

JUSTIFICATION FOR CONTRACT OR AGREEMENT

(Include why it is needed, consequences if not authorized or approved and time constraints, if any.) **Interlocal cooperation agreement between the City of Miami and Community Redevelopment Agencies for development activity**

METHOD OF PURCHASE (If applicable)

- | | |
|--|--|
| <input type="checkbox"/> Telephone quotes | <input type="checkbox"/> Single Purchase |
| <input type="checkbox"/> Written quotes | <input type="checkbox"/> Short-Term Contract |
| <input type="checkbox"/> Negotiated Purchase | <input type="checkbox"/> Term of Contract |
| <input type="checkbox"/> Sole Source (include documentation) | <input type="checkbox"/> Lease (Type: _____) |
| <input type="checkbox"/> Bid Waiver (include documentation) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Formal Bid/Proposal (include bid tabulation/proposal Ranking) | |

PREVIOUS AWARDS OF BIDS (IF APPLICABLE)

From most recent: None
DIRECTOR or DESIGNEE: _____

DATE: 3-22-00

APPROVAL: _____
Donald H. Warsaw, City Manager

DATE: 3/22/00

APPROVAL: _____
Financial Oversight Board

DATE: 3/14/2000

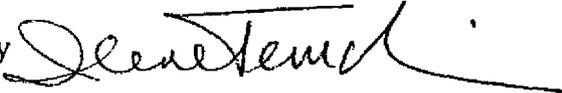
BUDGET APPROVAL: _____

DATE: _____

**CITY OF MIAMI
CITY ATTORNEY'S OFFICE
MEMORANDUM**

JUN17 11:44F

TO: Priscilla A. Thompson
City Clerk

FROM: Ilene Temchin, Assistant City Attorney 

DATE: June 9, 2003

RE: Amendment No. 1 to Interlocal Cooperation Agreement -
CRA Records Retention

Attached is the originally executed Amendment No. 1 to the Interlocal Cooperation Agreement between the City of Miami, the Southeast Overtown/Parkwest Community Redevelopment Agency and the Community Redevelopment Agency of the Omni Area, dated May 13, 2003. Kindly retain this Agreement with the other originally executed documents that you maintain for the CRA.

Please call me if you have any questions regarding the attached.

Thank you.

Attachments

c: ✓ Frank K. Rollason, Executive Director, Community Redevelopment Agency
James Villacorta, Assistant City Attorney

AMENDMENT NO. 1
TO
INTERLOCAL COOPERATION AGREEMENT

This Amendment is entered into this 13 day of May, 2003 by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), having offices at 444 S.W. 2nd Avenue, Miami, Florida 33130, the Southeast Overtown/Park West Community Redevelopment Agency (the "SEOPW CRA") and the Community Redevelopment Agency of the Omni Area (the "Omni CRA"), each a public body corporate and politic of the State of Florida, both having offices at 300 Biscayne Boulevard Way, Suite 430, Miami, Florida 33131. The OMNI CRA and the SEOPW CRA are jointly referred to as the "Miami CRA".

WHEREAS, the City and the Miami CRA entered into that certain Interlocal Cooperation Agreement, dated as of March 1, 2000 (the "Agreement"); and

WHEREAS, pursuant to Section 4.2 of the Agreement, the City agreed to provide certain financial support to the Miami CRA; and

WHEREAS, the City and the Miami CRA desire and agree to amend the Agreement to clarify the provisions of Section 4.2 of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of other valuable consideration, the parties covenant and agree as follows:

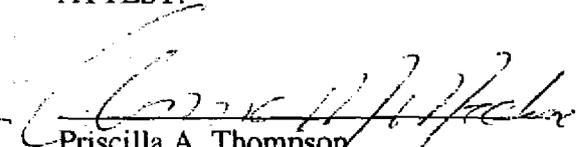
1. Section 4.2 (c) of the Agreement is amended to read as follows:

(c) Program Operations Expenses or General Fund Support. For the Base Year and each Fiscal Year thereafter through September 30, 2002, for operating costs including the salaries and benefits of the City employees designated on Exhibit B hereto, and for other staff personnel contracted for directly by the Miami CRA not exceeding a Base Year amount of \$379,900, unless agreed to by the City.

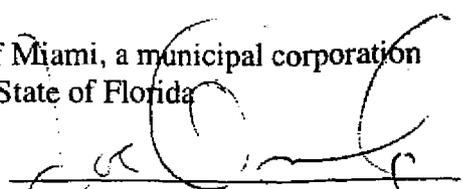
Effective October 1, 2002 for Fiscal Year 2002-2003 and for each Fiscal Year thereafter, \$379,900 shall be provided by the City to the Miami CRA from the City's General Fund.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the day and year first above written.

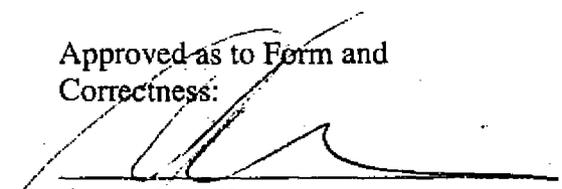
ATTEST:


Priscilla A. Thompson
City Clerk

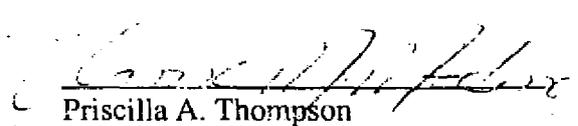
City of Miami, a municipal corporation
of the State of Florida

By: 
Joe Arriola
City Manager

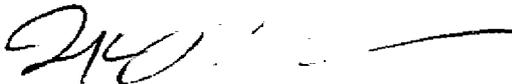
Approved as to Form and
Correctness:


Alejandro Vilarello
City Attorney

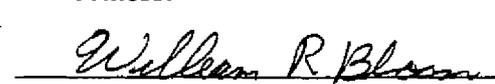
ATTEST:


Priscilla A. Thompson
City Clerk

Southeast Overtown/Park West
Community Redevelopment Agency


Frank K. Rollason, Executive Director

Approved as to Form and
Correctness:


William R. Bloom
Special Counsel

Community Redevelopment
Agency of the Omni Area


Frank K. Rollason, Executive Director