CITY OF MIAMI GARDENS
SPECIAL CITY COUNCIL MEETING
AGENDA

Meeting Date: May 16, 2019
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Website: www.miamigardens-fl.gov
Time: 3:05 p.m. (immediately following the preceding CRA Board of Directors Special Meeting)

Mayor Oliver Gilbert
Vice Mayor Rodney Harris
Councilman Erhabor Ighodaro, Ph.D.
Councilwoman Lillie Q. Odom
Councilman Reggie Leon
Councilman David Williams Jr
Councilwoman Katrina Wilson
City Manager Cameron Benson
City Attorney Sonja K. Dickens, Esq.
City Clerk Mario Bataille, CMC

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

(A) CALL TO ORDER/ROLL CALL

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) ORDER OF BUSINESS

(E) PUBLIC COMMENTS

(F) RESOLUTION(S)

F-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE UPDATED TAX
INCREMENT AND TIF PROJECTIONS OF THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN AS SHOWN ON ATTACHMENTS “A” AND “B”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

F-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF MIAMI GARDENS, AND THE MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(E) ADJOURNMENT.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, CITY CLERK (305) 914-9129, NOT LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDING. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC. CITY CLERK (305) 914-9129.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Please turn-off all beepers and cellular telephones to avoid interrupting the council meeting.
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE UPDATED TAX INCREMENT AND TIF PROJECTIONS OF THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN AS SHOWN ON ATTACHMENTS “A” AND “B”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Background
The NW 27th Avenue Community Redevelopment Plan was approved by the CRA Board and City Council on October 24, 2018 then transmitted to Miami-Dade County review. After meeting with the Miami-Dade Tax Increment Financing and Coordination Committee and the Office of Budget and Management, the CRA Plan needed to reflect the taxable value (versus the assessed values) of the properties with the CRA boundary as well as reflect the percentage that will be allocated to the North Corridor portion of the Strategic Miami Area Rapid Transit (SMART) Plan.

These corrections only affect the Tax Increment and Tax Increment Financing section on pages 13-14 and the Projection of TIF Revenue section, pages 48 -50, of the NW 27th Avenue Community Redevelopment Plan. All other aspects of the approved Plan remain the same.
**Proposed Action:**

That City Council approves the updated sections of the NW 27th Avenue Community Redevelopment Plan.

**Attachments:**

Attachment A – Updated NW 27th Avenue Community Redevelopment Plan, pages 13-14
Attachment A – Updated NW 27th Avenue Community Redevelopment Plan, pages 48-50
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE UPDATED TAX INCREMENT AND TIF PROJECTIONS OF THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN AS SHOWN ON ATTACHMENTS “A” AND “B”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2018, the Community Redevelopment Agency (“CRA”) Board and City Council approved the NW 27th Avenue Community Redevelopment Plan, which was then transmitted to Miami-Dade County for review, and

WHEREAS, after meeting with the Miami-Dade Tax Increment Financing, the Coordination Committee, and the Office of Budget and Management, the CRA Plan needed to be updated to reflect the taxable value (versus the assessed values) of the properties with the CRA boundary as well as reflect the percentage that will be allocated to the North Corridor portion of the Strategic Miami Area Rapid Transit (SMART) Plan, and

WHEREAS, these updates only affect the Tax Increment and Tax Increment Financing section on page 13 through 14, and the Projection of TIF Revenue section, pages 48 through 50, of the NW 27th Avenue Community Redevelopment Plan, and

WHEREAS, All other aspects of the approved Plan remain the same, and

WHEREAS, it is recommended that City Council approve the updated NW 27th Avenue Community Redevelopment Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby approves the updated Tax Increment and TIF projections of the Northwest 27th Avenue Community Redevelopment Plan as shown on attachments “A” and “B.”

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to deliver a certified copy of this Resolution to the Board of Commissioners, Miami-Dade County, Florida.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


______________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

______________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: ________________

VOTE: _______
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<th>Name</th>
<th>Yes</th>
<th>No</th>
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<td>65</td>
<td>Mayor Oliver Gilbert, III</td>
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<td>66</td>
<td>Vice Mayor Rodney Harris</td>
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<td>Councilwoman Katrina Wilson</td>
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<tr>
<td>71</td>
<td>Councilman David Williams Jr</td>
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</tbody>
</table>
Redevelopment Act to carry out the purposes and intent of this Redevelopment Plan, including the use of the power of eminent domain, if delegated to it by the City.

It is the intent of the City of Miami Gardens and the NW 27th Avenue CRA that when references are made in this Plan to the City or CRA in order to exercise power or authority granted by the Redevelopment Act, then such power and authority are deemed to have been granted and exercisable in connection with the implementation of this Plan.

This Plan contains provisions that encourage actions to be taken by the City of Miami Gardens, including the City Council and the divisions, departments, and boards of the City. All actions pursuant to the Plan are subject to City review.

Community Redevelopment Plan

Any public redevelopment activities authorized by the Community Redevelopment Act and funded through tax increment financing must be consistent with Section 163.360 of the Florida Statutes and a Redevelopment Plan that is approved by both the City Council and the CRA, who shall recommend the approval of such the redevelopment plan to the governing body, the Miami-Dade County Board of County Commissioners. The changing conditions of the community may call for modifications to the Plan. A Redevelopment Plan is a living document, therefore may be amended as deemed necessary, upon approval by the City Council and CRA.

Tax Increment and Tax Increment Financing

Tax Increment Financing (TIF) is the CRA’s main source of funding, as provided for in Chapter 163, Part III of the Florida Statutes. All Florida CRAs are dependent taxing districts and therefore depend upon other taxing districts to make contributions to their trust fund. TIF funds are a result of the added value of property values within a CRA boundary after the base year has been set by the CRA’s governing body. It is important to note that this is not an additional tax; it is a portion of the existing property tax. The Miami Gardens NW 27th Avenue CRA is expected to be officially established in 2018. The taxable value of the properties in the base year (2018) is estimated at $333,245,425.
The revenue generated from TIF can be used for any activities and programs approved in a Community Redevelopment Plan. TIF funds can also cover administrative costs and repayment of revenue bond(s) debt service and fees. It is expected that as the CRA completes redevelopment projects, the future assessed property values will increase, which will then provide for more tax increment income. Significant tax increment revenue is not realized until redevelopment occurs.

The authority to issue revenue bonds is another tool of CRAs. Revenue bonds are a type of municipal bond for financing income-producing projects. In the case of a CRA, they are used to boost redevelopment and over time the CRA can use bonds to finance infrastructure and projects identified in the Redevelopment Plan. As long as it follows the proper approval process, the CRA can use annual funds to pay bond debt. Revenue bonds can accelerate the redevelopment process by funding more improvements.

**Consistency with City of Miami Gardens Comprehensive Development Master Plan**

The Community Redevelopment Plan must be in conformity with the City’s Comprehensive Development Master Plan (CDMP) per Florida Statutes. Amendments to the Redevelopment Plan are necessary to keep up with new or revised programs and projects.

A review of this Redevelopment Plan was performed by the Local Planning Agency, consisting of the City Council, and it meets the criteria to be in conformity with the City’s CDMP.

**Impact of Redevelopment Efforts on Neighborhoods**

The process of redevelopment may influence the residents and businesses within the redevelopment area as well as the surrounding area.

**Avoidance of Displacing Residents and Businesses**

While none of the projects suggested in this plan may prompt temporary relocation of businesses or residents who may be displaced during the redevelopment work. Should this
the Trust Fund for the proposed new CRA boundaries is established, the current Taxable Value, at that time, will be the Base Year for the CRA.

**Annual Growth Rate**

The growth rate for existing properties is established for this study at 2% per year. This rate reflects the increase in value of properties that are already developed. Although this rate is relatively low, it is appropriate for planning purposes in order to avoid projecting revenue at an excessive rate.

**New Development Scenario**

The most significant increase in Taxable Value will occur from new development projects in the designated boundaries. The new development projects listed below were provided by the City of Miami Gardens based on applications for Building Permits and Site Plans.

<table>
<thead>
<tr>
<th>Miami Gardens Performing Arts Center</th>
<th>Miami Gardens Culinary Center</th>
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<tr>
<td>Bridge Point Commerce Center</td>
<td>Gardens Promenade</td>
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<tr>
<td>Jessie Trice Health Center</td>
<td>7-Eleven</td>
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<tr>
<td>24 Hour Fitness</td>
<td>Princeton Park Townhomes</td>
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<tr>
<td>Murphy Gas Station</td>
<td>Redevelopment of 40 Acre Site</td>
</tr>
<tr>
<td>Miami Gardens Apartments</td>
<td>Miami Gardens Retail</td>
</tr>
<tr>
<td>Hotel</td>
<td>4.92-Acre Future Development Site</td>
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</table>

Estimates of Taxable Value were derived from examination of similar properties in the area and the value placed on those properties by the Property Appraiser’s Office. In addition, there are smaller properties (residential and commercial) that are likely to develop during the study time frame. An assumption of additions of single parcels has also been included in the projections.

**Projection of TIF Revenue**

TIF is generated based on an increase in Taxable Value with the Ad Valorem rates of the City and County applied against this value. The Tax Rate for this study is 11.6032 mills (Miami Gardens of 6.9363 and Miami-Dade County of 4.6669). Additionally, the originating
jurisdictions retain 5% of the increased taxes for Administrative purposes. The projections of TIF are illustrated in Table 2 and include splitting the TIF in Miami Dade County Smart Plan TIF area between the CRA trust fund (75%) and the SmartPlan trust fund (25%). Per the Miami-Dade County Property Appraiser’s Office data, approximately 24% of the 2018 taxable value is associated with properties located within the proposed CRA boundaries only, with the remaining approximately 76% located in area where the proposed CRA and the SmartPlan areas overlap.

Table 2 Projection of TIF Revenues – 75% MGCRA / 25% SmartPlan Split in Overlap Area of the MGCRA/SmartPlan boundary.

<table>
<thead>
<tr>
<th>FY</th>
<th>Total MGCRA Cumulative TIF</th>
<th>MGCRA TIF - CRA Area Only</th>
<th>MGCRA Cumulative TIF - 75% in SmartPlan Overlap Area</th>
<th>SmartPlan Cumulative TIF - 25% in SmartPlan Overlap</th>
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<tbody>
<tr>
<td>2018</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>2019</td>
<td>$182,429</td>
<td>$117,781</td>
<td>$64,648</td>
<td>$21,549</td>
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<tr>
<td>2020</td>
<td>$616,731</td>
<td>$355,698</td>
<td>$261,033</td>
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<td>2021</td>
<td>$1,327,598</td>
<td>$716,154</td>
<td>$611,444</td>
<td>$203,815</td>
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<td>2022</td>
<td>$2,306,142</td>
<td>$1,201,600</td>
<td>$1,104,542</td>
<td>$368,181</td>
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<td>2023</td>
<td>$3,542,055</td>
<td>$1,713,744</td>
<td>$1,828,311</td>
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<td>$4,925,251</td>
<td>$2,253,119</td>
<td>$2,672,132</td>
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<td>2025</td>
<td>$6,420,194</td>
<td>$2,820,271</td>
<td>$3,599,923</td>
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<td>$8,001,628</td>
<td>$3,415,754</td>
<td>$4,585,874</td>
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<td>$9,671,284</td>
<td>$4,040,136</td>
<td>$5,631,148</td>
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<td>2028</td>
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<td>$4,693,994</td>
<td>$6,736,931</td>
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<td>2029</td>
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<td>$7,904,434</td>
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<td>$6,092,510</td>
<td>$9,134,890</td>
<td>$3,044,963</td>
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<td>2031</td>
<td>$17,267,944</td>
<td>$6,838,383</td>
<td>$10,429,561</td>
<td>$3,476,520</td>
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<td>2032</td>
<td>$19,405,889</td>
<td>$7,616,161</td>
<td>$11,789,728</td>
<td>$3,929,909</td>
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<td>$8,426,484</td>
<td>$13,216,703</td>
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<td>$26,423,825</td>
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<td>2036</td>
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<td>$17,911,968</td>
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<td>$12,988,506</td>
<td>$21,401,400</td>
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<td>$40,258,141</td>
<td>$15,066,335</td>
<td>$25,191,806</td>
<td>$8,397,269</td>
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Miami Gardens CRA
Community Redevelopment Plan 49 2018
The CRA is predicted to generate revenue from TIF of approximately $182,429 in the first year. TIF revenues will increase to over $1 million annually in year 4 of the CRA. In the 30 years lifetime of the CRA, over $64 million may be raised to complete the needs of the community. This estimate is based on current market conditions, and may change.

The CRA can also leverage funds through grants and other funding programs to achieve a more vigorous program. A public-private partnership may be sought to develop the remaining undeveloped property in the “NW 27th Avenue Corridor Greenpowerment Zone” utilizing the incentives under the Florida Brownfields Redevelopment Act.

**Land Acquisition**

The acquisition of land within the CRA is a tool that could help to support the overall goals and activities of the CRA. Property owned by the CRA can be marketed to encourage development or redevelopment into the uses that are desired. New development will increase the tax base, create jobs, and support the livability of the area. At this time, the City owns significant amount of land in the CRA, which allows for the control of how it is developed. It is not recommended for the CRA to acquire or liquidate any properties at this time.

**Planning and Pursuit of Land Use and Zoning Changes**

Due to the recently added Entertainment Overlay and Planned Corridor Development Districts, the zoning districts are not proposed for any changes. However, the application of
### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF MIAMI GARDENS, AND THE MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

By Resolution No. 2018-163-3577, City Council approved the NW 27th Avenue Community Redevelopment Area Plan. In order for the NW 27th Avenue CRA to be activated, the Community Redevelopment Plan and Interlocal Cooperation Agreement must be considered by the Miami-Dade County Commission before May 31, 2019.

### Proposed Action:

That City Council approves the Interlocal Cooperation Agreement with Miami-Dade County related to the NW 27th Avenue Community Redevelopment Plan and allows the City manager to negotiate further terms if necessary.

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**City of Miami Gardens**  
**Agenda Cover Memo**

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<th>May 16, 2019</th>
<th>Item Type:</th>
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<th>Ordinance</th>
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<td>2nd Reading</td>
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<td>No</td>
<td>RFP/RFQ/Bid #:</td>
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**Sponsor Name**  
Cameron Benson, City Manager

**Department**  
City Manager's Office

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**ITEM F-2) CRA INTERLOCAL AGREEMENT**
Attachment: Attachment A – Interlocal Cooperation Agreement
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF MIAMI GARDENS, AND THE MIAMI GARDENS COMMUNITY REDEVELOPMENT AGENCY RELATING TO THE NORTHWEST 27TH AVENUE COMMUNITY REDEVELOPMENT PLAN; A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2018, City Council approved Resolution No. 2018-163-3577, approving the NW 27th Avenue Community Redevelopment Area Plan, and
WHEREAS, in order for the NW 27th Avenue CRA to be activated, the Community Redevelopment Plan and Interlocal Cooperation Agreement must be considered by the Miami-Dade County Commission before May 31, 2019, and
WHEREAS, it is recommended that City Council approve the Interlocal Cooperation Agreement with Miami-Dade County related to the NW 27th Avenue Community Redevelopment Plan,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

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

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the Mayor and the City Clerk to execute and attest respectively, that certain agreement with between Miami-Dade County, the City of Miami Gardens, and
the Miami Gardens Community Redevelopment Agency relating to the NW 27th Avenue
Community Redevelopment Plan.

Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
authorized to deliver a certified copy of this Resolution to the Board of Commissioners,
Miami-Dade County, Florida.

Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
GARDENS AT ITS REGULAR MEETING HELD ON ____________, 2019.

________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: __________________

VOTE: __________

Mayor Oliver Gilbert, III   ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
Councilman Reggie Leon  ____ (Yes)  ____ (No)
Councilman David Williams Jr  ____ (Yes)  ____ (No)
THE INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("the Agreement"), made this 31st day of May, 2019, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”), the City of Miami Gardens, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the “City”), and the Miami Gardens Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.357, Florida Statutes (hereinafter referred to as the “Agency”).

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified in the Florida Statutes at Part III of Chapter 163, Sections 163.330 through 163.450, 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 Act further provides that “[s]uch a delegation to a municipality shall confer only such powers upon a municipality as shall be specifically enumerated in the delegating resolution;” and deferral

WHEREAS, the City Council of the City of Miami Gardens (the “Council”) adopted a series of resolutions, which include Resolution Nos. 2016-42-2941 and 2016-133-3032, that, among other things, declared an area within the municipal boundaries of the City, generally bounded on the North by NW 215 Street, on the West by NW 47 Avenue, on the South by NW 167 Street and on the East by NW 17 Avenue, which is referred to as the “Miami Gardens Redevelopment Area” (the “Redevelopment Area”), to be a “blighted area”; and

WHEREAS, the Council made a finding of necessity as to the rehabilitation, conservation or redevelopment, or a combination of each, with respect to such area; and

WHEREAS, the Council further declared that the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, on March 7, 2017, the Miami-Dade County Board of County Commissioners (the “Board”) adopted Resolution No. R-210-17, which adopted the findings stated herein and approved, among other things, the finding of necessity and establishment of the Agency; and

WHEREAS, pursuant to Resolution No. R-210-17, the Board delegated to the City (1) the power to create the Agency in accordance with the Act; and (2) the power to prepare and adopt a community redevelopment plan for the redevelopment of the Redevelopment Area, subject to this Board’s approval after notice and a public hearing; and

WHEREAS, on September 12, 2018, the Council, pursuant to Resolution No. 2018-144-3558, appointed the City Council as the CRA Board; and
WHEREAS, on October 24, 2018, the Agency adopted Resolution No. CRA 2018-02-002 approving the NW 27th Avenue Community Redevelopment Plan (the “Plan”) for the Area, and forward the Plan to the Miami Gardens City Council for consideration; and

WHEREAS, on October 24, 2018, the Council also adopted Resolution No. 2018-163-3577 approving the Plan for the Area, and forward the Plan to the Board for consideration; and

WHEREAS, the Board adopted Resolution No. R-_______ approving the Agency’s Plan; and

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

WHEREAS, on ____________, ____, the Board also enacted Ordinance No. on , which among other things, established a trust fund (“Fund” or “Trust Fund”) to fund improvements in the Redevelopment Area; and

WHEREAS, the County, City and the Agency desire to delineate their areas of responsibility with respect to the redevelopment of the Redevelopment Area,

NOW, THEREFORE, in consideration of the premises and the mutual covenants recorded herein, the County, the City 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 Board 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 Board 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 slum clearance and community redevelopment information.

(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;

(b) Demolition and removal of buildings and improvements;

(c) Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the Redevelopment Area the community redevelopment objectives of the Act in accordance with the Plan;
(d) The power to dispose of any property acquired in the Redevelopment Area at its fair value for uses in accordance with the 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 Plan;

(f) The power to acquire real property in the Redevelopment Area which, under the 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;

(g) The power to acquire any other real property in the Redevelopment Area when necessary to eliminate unhealthful, unsanitary or unsafe conditions; lessen density; 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, of air rights in an area consisting principally of land in 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;

(4) The power to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment plan; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable 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 of a community redevelopment plan and related activities, and to include in any contract let 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 or test borings and to obtain 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 (or personal property for its administrative purposes), together with any improvements thereon;

(7) The power to hold, improve, clear or prepare for redevelopment any such property;

(8) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property;
(9) The power to insure or provide for the insurance of any real or personal property 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 contemplated by the 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 pursuant to Section 163.380, Florida Statutes, 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, Florida Statutes, 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 Board, which approval or disapproval shall be in the sole and absolute discretion of the Board, 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 of 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 or buildings and improvements; and

(b) 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;

(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; and

(18) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act.

II. Miami-Dade County or Other Taxing Authority Representation

A. Pursuant to section 163.357(1)(d), Florida Statutes, one member of the Board or their designee may be appointed to serve on the Agency’s Board of Commissioners and said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other Agency commissioner. Said membership on the Agency’s Board of Commissioners shall be considered an additional duty of office as prescribed by section 163.357(1)(d) of the Florida Statutes. Such appointment by the Board shall be immediate and will become part of the Agency’s board of commissioners without further action from the Agency required.

III. Implementation of the Plan

A. The redevelopment powers listed in Section I herein may be exercised only with respect to the Redevelopment Area and only with respect to the Plan as approved by the Board, together with any supplements or amendments to the Plan, provided that any amendments and supplements to the Plan must also be approved by the Board. The City and the Agency hereby expressly agree that the Plan as approved by the Board pursuant to Resolution R-_________ is for a thirty (30) year period.

B. 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), Florida Statutes (including indirect and overhead expenses which may not exceed six percent (6%) of such contemplated to be spent under the Plan). All expense items chargeable to the twenty (20%) administrative cap shall be shown as individual line items in the annual budget prepared by the Agency and submitted to the Board with sufficient detail on individual salaries, etc. 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 1.5% of the County’s payment to the Agency. The County Administrative Fee shall not be included in the (20%) limit on administrative expenses defined in this section.

C. The City and the County hereby agree to limit the amount of tax increment funds to seventy-five (75 ) percent as provided in Ordinance No. ________________.

D. The Agency shall ensure that the staff of the Agency shall be racially and ethnically diverse, in accordance with applicable law.
IV. City/County Coordination

A. The County Mayor or the County Mayor’s designee shall designate a Redevelopment Area Coordinator (the “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 Plan. Additionally the Agency 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 City either directly or through the Agency, shall be responsible for implementing and conforming to the Plan, including developing and implementing proposals for indebtedness and bond financing, 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 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 Plan and proposals for indebtedness, loans or bond financing shall be subject to review and approval by the Board of County Commissioners. No such amended Plan or indebtedness, loan or bond financing shall be considered approved until the Board of County Commissioners has taken official action. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the 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 Board for its final approval. The Redevelopment Area Coordinator shall review all proposals prior to review by the County and the Board.

D. The annual budget and progress reports 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. 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 Board. 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, no funds on deposit in the Fund may be expended by the Agency until the annual budget has been approved by the Board. At the request of the County, the Agency shall submit additional progress reports on the Plan and Redevelopment Area activities. The annual budget must be accompanied by official legislation from the Agency and the City approving the budget and transmitted by the City and such legislation shall include a statement that all Agency expenses are in accordance with the approved Plan and State law.

E. The Agency shall not budget in any fiscal year more than ten percent (10%) of the value of the City and County tax increment payment for that year on capital maintenance activities or community policing.
F. Should the Board approve and/or adopt any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the Agency pursuant to this Agreement shall be exercisable with respect to such amendments and modifications.

V. SMART Plan Funding.

   i. The Agency shall allocate in each year’s budget an amount defined below as the Transportation Funding Amount to fund and/or support the Strategic Miami Area Rapid Transit Plan (“SMART Plan”) project located within the boundary of the Agency, as defined in Resolution No. R-523-16 as the North Corridor Project, to the extent permitted by law. This annual allocation toward the North Corridor Project shall be itemized as a separate section in the Agency’s annual budget submitted to the BCC for approval. The Agency shall provide the County payment for the SMART Plan project by March 31 of each year in the amount calculated below.

   ii. The Transportation TIF Amount shall be the amount equal to 25 percent of the amount of countywide TIF deposited into the Agency’s Fund each year for properties in the Redevelopment Area pursuant to Resolution No. ____________.

VI. Land Disposition

   A. Any disposition of land within the Redevelopment Area by the Agency shall be accomplished in accordance with applicable provisions of federal, State and local laws, Plan and this Agreement pursuant to the Act.

VII. Project Financing

   A. The City, either directly or through the Agency, shall establish and maintain the Fund, as required by applicable law.

   B. The City, either directly or through the Agency, shall develop and promulgate rules, regulations and criteria whereby the 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 Board approved budget for the Redevelopment Area.

   C. The City, either directly or through the Agency, 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’s approval as to amount, duration and purpose of such bonds, notes or other indebtedness, including advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness including advances pledging or obligating tax increment revenues. The County’s obligation to annually appropriate to the Fund shall continue
until all loans, advances and indebtedness, if any, and interest thereon, 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 Fund exceed the amount of that year’s tax increment as determined pursuant to Ordinance No. __________. On the last day of the fiscal year of the Agency, any money which remains in the Fund after payment of expenses pursuant to Section 163.387(6), Florida Statutes, 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 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 pursuant to the approved Plan which project will be completed within three (3) years from the date of such appropriation.

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 $200,000.00 or more, or such other amount as may be established by this Board, 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 labor workforce for the project financed by the grant or agreement from residents of the Redevelopment Area that are 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 $500,000.00 or more, or such other amount as may be established by this Board, 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); and/or
(5) Living Wage Ordinance

C. Procurement. The Agency shall adopt procurement requirements that are established by the State of Florida, the County or the City, as modified to reflect that such requirements are applicable to the Agency.

IX. Recovery of Grant Funds
A. The Agency shall include in their contracts or grant agreements a “clawback” provision that will require the Agency 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 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. 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 public hearing must be held and a reasonable opportunity to be heard shall be afforded to the public and a finding must be made that:

1. The proposed project or program will primarily and substantially benefit residents and business owners within the Redevelopment Area.

2. The non-public entity or contractor requesting funding will use the Agency’s funds to fill in any 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

A. Safeguards for residents from Displacement. In the event the Agency funds a redevelopment project authorized by the Plan that may displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the Agency 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 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. The Agency 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.

XI. Project Management, Administration and Coordination

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

(1) The Redevelopment Area Coordinator shall receive from the City/and or 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 City/and or the Agency shall consult regularly with the Redevelopment Area Coordinator in order to keep the County reasonably informed throughout the duration of the planning, design and construction of such redevelopment projects. The City either directly or through 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.

XII. Indemnification

The City and 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 City and Agency or its employees, agents, servants, partners principals or subcontractors. The City and Agency 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. 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 City 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 $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment pay by the City and Agency arising out of the same incident or occurrence, exceed the sum of $200,000 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 City and the Agency.
XIII. 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 shall agree 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 boards of commissioners, all of the Agency’s advisory boards, and the persons who staff the Agency or board shall be required to complete an ethics training to be conducted by the Miami-Dade Commission on Ethics and Public Trust.

XIV. 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. 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 hereto 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 express or implied consent or waiver by a party to or of any breach or dealt by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of it 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto 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.

CITY OF MIAMI GARDENS

By: ____________________________  
Oliver G. Gilbert III  
Mayor

ATTEST

By: ____________________________  
City Clerk

Approved for form and legal sufficiency

By: ____________________________  
City Attorney

MIAMI GARDENS  
REDEVELOPMENT AGENCY

By: ____________________________  
Chairman

MIAMI-DADE COUNTY

By: ____________________________  
Carlos A. Gimenez  
Mayor

ATTEST

By: ____________________________  
Deputy Clerk

Approved for form and legal sufficiency

By: ____________________________  
Terrence A. Smith  
Assistant County Attorney

By: ____________________________  
Executive Director
ATTEST:

By: __________________________
    City Clerk

Approved for form and legal sufficiency

By: __________________________
    Agency Attorney