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INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), made this 15th day of, Sept 2005 by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), the City of North Miami, Florida, a municipal corporation under the laws of the State of Florida (the "City") and the North Miami Community Redevelopment Agency, or its successor, a public body corporate and politic (the "Agency").

WHEREAS, the Mayor and Council of the City (collectively, the "City Council") adopted Resolution No. 2004-57 on September 14, 2004, providing a Finding of Necessity declaring that a blighted area, as defined in Section 163.340, Florida Statutes, exists within the City's boundaries; and

WHEREAS, the City Council further declared in Resolution No. 2004-57 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 of North Miami; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopted Resolution R-937-04 on July 13, 2004, which, among other things, declared that a slum or blighted area existed in a geographic area, described generally as bounded on the West by the City boundary, on the East by Biscayne Boulevard, on the North by the City boundary, and to the South by the City boundary, a separate area from East of Biscayne Boulevard to the F.I.U. campus and an additional separate area generally between N.E. 123rd on the North, 18th Avenue on the West and the alley paralleling Sans Souci Boulevard on the South, the geographic area being more particularly described in Exhibit "1" (the "Redevelopment Area"), determined that it was necessary to redevelop such Redevelopment Area in accordance with the provisions of Part III of Chapter 163, Florida Statutes (the "Act"), and delegated to the City Council the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act to enable the City Council to declare the need-for, create and delegate powers to a community redevelopment agency and to initiate, prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Council, pursuant to Resolution No. 2004-38 adopted on June 21, 2004, accepted a delegation of powers from the Board, found a need for and created the Agency, declared the members of the City Council to be the members of the Agency, granted the Agency the power to exercise all powers permitted by the Act which were delegated by the Board to the Agency and directed the initiation, preparation and adoption of a community redevelopment plan by the Agency; and

WHEREAS, the Agency adopted on March 18, 2005, Resolution R-3-2005-1, adopting the North Miami Community Redevelopment Agency Community Redevelopment Plan (the "Plan"), as recommended by the North Miami Planning Commission; and

WHEREAS, the City Council adopted on March 18, 2005, Resolution No.2005-18 giving final approval to the Agency's Plan; and

WHEREAS, pursuant to Resolution No.R-610-05 adopted on June 7, 2005, the Board has approved the Plan to enable the City and the Agency to undertake redevelopment of the Redevelopment Area; and

WHEREAS, pursuant to Ordinance 05-109 adopted on June 7, 2005, the Board has approved the creation of a community redevelopment trust fund known as the North Miami Community Redevelopment and Revitalization Trust Fund (the "Fund") which provides for the calculation and appropriation of tax increment funds; and

WHEREAS, the boundaries identified for the Redevelopment Area are within the corporate limits of the City; and

WHEREAS, the City played the major role in the preparation of the Plan; and

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

WITNESSETH, that for and in consideration of the mutual covenants and agreements contained 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 Board hereby delegates to the City Council, acting either directly or through the Agency, the sole right and responsibility to exercise only the following specifically delineated redevelopment powers:

(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 the 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, 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;
- (i) The power to construct foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for and limited to, families and individuals of low or moderate income.

(4) The power to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, parks, or other facilities for or in connection with a community redevelopment; 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 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) Within the Redevelopment Area:

- (a) 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;
- (b) 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, except that the County shall continue to retain all powers with respect to the use of eminent domain;
- (c) The power to hold, improve, clear, or prepare for redevelopment any such property;
- (d) The power to mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property;
- (e) The power to insure or provide for the insurance of any real or personal property or operations of the City or the Agency against any risks or hazards, including the power to pay premiums on any such insurance;
- (f) The power to enter into any contracts necessary to effectuate the purposes of the Act;
- (g) The power to solicit requests for qualifications or 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; and

(6) 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 the redemption price established therein or to purchase such bonds at less than the redemption price, all such bonds so redeemed or purchased to be cancelled.

(7) 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 County and/or the City deems reasonable and appropriate which are not inconsistent with the purposes of the Act.

(8) Within its area of operation, the power to make or have made all surveys and plans necessary to the carrying out of the purposes of the Act; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:

- (a) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (b) Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements;
- (c) Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.

(9) 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.

(10) The power to apply for, accept, and utilize grants of funds from the Federal Government for such purposes.

(11) 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.

(12) The power to appropriate such funds and make such expenditures as are necessary to carry out the purposes of the Act subject to the County's review and approval of the Agency's annual budget or any requested budget amendments, to zone or rezone any part of the City or make exceptions from building regulations pursuant to applicable law; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by the City pursuant to any of the powers granted by the Act.

(13) The power to close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the City.

(14) Within its area of operation, the power to organize, coordinate, and direct the administration of the provisions of the Act as they may apply to the City, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the City may be most effectively promoted and achieved and to establish such new office or offices of the City or to reorganize existing, offices in order to carry out such purpose most effectively.

(15) The power to exercise all or any part or combination of powers herein granted or to elect to have such powers exercised by the Agency.

B. All powers not specifically listed in Section I(A) are reserved to the Board, including, but not limited to the power to approve the issuance by the City or the Agency of bonds pledging TIF (as defined below) revenues, the power to use eminent domain to acquire properties, the power to implement community policing programs, and the power to approve changes in the composition of the Agency to one that is not comprised of the City Council.

II. 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 adopted by the Agency, adopted by the City Council and 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-610-05 is for a period of thirty (30) years, subject to the provisions of Section VI (H) below.

B. No more than twenty percent (20%) of the funds contemplated to be expended under the Plan shall be used for total administrative expenses allowable under Section 163.387(6)(a), Florida Statutes. No more than six percent (6%) of the funds contemplated to be spent under the Plan shall be allocated to indirect and overhead expenses as those terms are generally understood. The County shall charge, and the Agency shall pay, to the County an annual administrative fee for community redevelopment agencies ("County Administrative Fee"), as was established and adopted by the County in 2003. The County Administrative Fee, initially set at 1.5% of all County TIF revenue payments made to any community redevelopment agency, shall be determined annually by the County at its sole discretion and shall be subordinate to any debt service and related payment obligations by the Agency. The County administrative fee shall not be included in the (20%) limit on administrative expenses defined in this section.

C. The City shall, either directly or through the Agency, ensure that the staff of the Agency be racially and ethnically diverse, all in accordance with applicable law.

III. City/County Coordination

A. The County Manager shall designate a Redevelopment Area Coordinator (the "Redevelopment Area Coordinator"). The Redevelopment Area Coordinator shall serve as the County's liaison to the City and 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.

B. The City, either directly or through the Agency, shall be responsible for implementing and conforming to the Plan. The City's responsibilities with respect to implementation of the Plan (acting either directly or through the Agency), shall include developing and implementing proposals for indebtedness and bond financing (subject to County approval, which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), acquisition, disposition and relocation activities, eminent domain activities (subject to County approval which approval the County may grant or deny in its sole and absolute discretion and the limitations contained herein), 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 City, either directly or through the Agency, shall deliver copies of all accepted proposals for the Redevelopment Area to the Redevelopment Area Coordinator. All Redevelopment Area projects and proposals must be identified and budgeted for in the annual plan and budget, which remains subject to County approval. Justification as to how each new project and proposals conform with the Goals and elements contained in the Plan shall be provided to County staff upon request.

C. The Redevelopment Area Coordinator shall submit all proposals related to amendments to the Plan and proposals for indebtedness and bond financing to the County Manager's Tax Increment Financing and Coordinating Committee (the "TIFC Committee"), which Committee shall review and make recommendations to the County Manager on modifications and amendments to the Plan and all proposals for indebtedness and bond financing for the Redevelopment Area. The Redevelopment Area Coordinator shall review all proposals prior to review by the TIFC Committee and the Board.

D. An annual budget and a separate status report of activities for the preceding year shall be submitted to the County not later than forty (45) days prior to the beginning of each County fiscal year in a format approved by the County. The format shall contain provisions for descriptions and justifications for both annual and multi-year project costs and require explanations and justifications for all inter-agency or intergovernmental charge or allocations. In the event that changes in the millage rates require modification of the submitted budget, such budget shall be submitted on or before the 15th day of the fiscal year. The annual budget for the Agency and the Redevelopment Area shall be adopted by the Agency and City prior to review and approval by the Board. With the exception of the debt service and related payments on existing bond obligations financed by tax increment revenues, no funds on deposit in the Fund may be expended by the City or the Agency, as the case may be, until the annual budget has been approved by the Board. The TIFC Committee shall initially review the budget and submit recommendations to the County Manager for review and to the Board for final approval. At the request of the County, the City or the Agency shall submit additional progress reports on the Plan and Redevelopment Area activities.

E. Once the Board approves and adopts any amendments and modifications to the Plan, such amendments and modifications shall become a part of the Plan and the powers delegated to the City Commission pursuant to this Agreement, shall be exercisable either directly or through the Agency, with respect to such amendments and modifications.

IV. Land Disposition

A. Any disposition of land for the Redevelopment Area shall be accomplished in accordance with applicable provisions of federal, state and local law, established City guidelines, the Plan and this Agreement pursuant to the Act.

V. Other Redevelopment Area Activity

A. The City, either directly or through the Agency, shall be responsible for the administration and funding of all relocation activities. Six months prior to the commencement of redevelopment activities which may result in the displacement of persons, the City, either directly or through the Agency, shall establish residential relocation procedures for the relocation of such persons (the "Local Relocation Procedures") and shall submit such Local Relocation Procedures to the Board for review and approval. In addition to any applicable federal, State or local law, the Local Relocation Procedures shall apply in all relocation cases within the Redevelopment Area, provided, however, if federal funds are received by the City, either directly or through the Agency, for a project which requires residential relocation, the City, either directly through the Agency, shall follow the relocation procedures set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 United States Code, Chapter 61, Section 4601, et seq. and Section 104 (d) of the Housing and Community Development Act of 1974, and as such may be amended. The City, and or Agency, may contract with County agencies to assist in residential relocation.

B. The City, either directly or through the Agency, shall cause an annual report of activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year to be filed with the County on, or before March 31 of each year. Also, the City, either directly, or through the agency, shall cause an independent audit by a Certified Public Accounting firm to be performed on an annual basis, a copy of which is to be forwarded to the Board by the first of March of the following year. The preceding requirements must conform, or be compliant with, Sections 163.356 (3)(c), and 163.387 (8), Florida Statutes, and any reporting request subsequently made by the Controller General of the State of Florida.

C. All redevelopment activities conducted with respect to the Redevelopment Area shall be in conformance with the Plan as the same may be amended. Any amendments to the Plan as required by Section 163.361, Florida Statutes, must have prior approval of the Board before the City, either directly or through the Agency, may implement the change contemplated by the amendments. Once approved, however, the City, either directly or through the Agency, may implement the amendments thereto.

D. The City or the Agency, as the case may be shall include language in any loan agreement, grant agreement or other agreements or contracts entered into between the City or the Agency and business involved in the redevelopment effort of the Redevelopment Area which states that, as a condition to the business' receipt of monies or incentives from the City or the Agency, any new jobs created as a result of the redevelopment shall be awarded so that such group of employees are a racially and ethnically-diverse group, all in accordance with applicable law.

VI. Project Financing

A. The City, either directly, or through the Agency, shall establish and maintain the Fund, as required by applicable law. Both the City and the County shall deposit annually into the Fund an amount equal to ninety-five percent (95%) of the increment from ad valorem taxes collected within the Redevelopment Area determined pursuant to Section 163.387 (1), Florida Statutes, Ordinance No. 05-109 enacted by the Board on June 7, 2005, Ordinance No. 1183 enacted by the City Council on June 28, 2005, and other provisions of applicable law. For purposes hereof, ad valorem taxes shall also include all payments made in lieu of taxes.

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 City may, either directly or through the Agency, 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, shall select financial and legal consultants as necessary to assist in the preparation of the tax increment financing plans. The City and the Agency shall encourage the participation of and utilize small and minority businesses, specifically with respect to bond counsel, underwriters' counsel and underwriting services, in the development of the Redevelopment Area.

D. The City, or the Agency, after County approval, 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, County 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 and the City'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. 05-109. Subject to the provisions of Section VI (g) below, 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 that 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.

E. The City voluntarily exempts The Children's Trust and the County Fire and Rescue District from any contribution to the Community Redevelopment Trust Fund.

F. County approval of the Agency's annual budget is required prior to any expenditure by the Agency of any funds contributed by either the City or the County to the Fund, excepting from such required approvals the payment of debt service and related payments to which the Agency, after County approval as described in Section VI(D) above, has pledged its TIF revenues. Absent County approval of the annual budget all required Agency costs, excluding debt service and related payments, shall be funded through advances by the City or other eligible sources and not from TIF revenues deposited in the Fund.

G. The City and the County hereby agree to limit the amount of Tax Increment Financing ("TIF") revenues that can be expended by the Agency and provide for annual refunding by the Agency of a portion of such TIF revenues to the City and County as follows: In each year in which the County and the City shall make TIF revenue payments to the Fund, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to the TIF revenues as would be derived from the Redevelopment Area, other than properties to the East of Biscayne Boulevard as more particularly described on Exhibit "2," shall remain un-appropriated and un-expended, except to the extent necessary to pay debt service and related payments on bonds. Annually, an equivalent amount of TIF revenues generated by the Redevelopment Area, other than the property described on Exhibit "2", and not necessary to pay debt service and related payments on bonds is to be refunded by the Agency to both the City and the County by the last day of each fiscal year on a pro-rata basis. The City shall contribute an amount equal to its refund back into the Fund in support of redevelopment activities including debt service and related payments on bonds. The County shall deposit its refund as revenue to increase its County-wide general fund. Notwithstanding the foregoing, if TIF revenues intended to be refunded to the City and County as described above are applied to pay debt service and related payments on bonds, the City shall pay to the County, but solely from its portion of the TIF revenues refunded, the lesser of (i) the full amount not refunded to the County, or (ii) the amount refunded to the City.

H. The City and the Agency hereby expressly agree that if bonds requiring the pledge of TIF revenues, as described in Section VI(D) above, have not been issued on or before September 30, 2010, then the delegation of powers to implement the Plan as approved by the Board will terminate on September 30, 2010, unless extended by the Board.

VII. Citizen Participation

To carry out an effective an inclusive citizen participation process, the City, either directly or through the Agency, shall utilize community groups and seek community involvement and consider citizen input in the development of Redevelopment Area activities.

VIII. Project Management, Administration and Coordination

A. The City and/or the Agency shall cooperate with the County on 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.

B. 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.

C. 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

D. 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 the 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 City and 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 City, 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 City, the Agency or third parties for-such monitoring or investigation or for the Area, all in accordance with applicable law.

X. City Assurances Regarding Affirmative Action

As part of this Agreement the City and the Agency, as the case may be, shall follow applicable federal, State and County laws and regulations concerning affirmative action and race/ethnic/gender conscious concerns all in accordance with applicable law.

XI. Amendments

This Agreement may be amended only by a written agreement signed by the City, the Agency and the County.

XII. Indemnification and other

A. 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 Agency.**

B. 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.

C. 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.

D. 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.

E. 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.

F. 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 its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

IN WITNESS WHEREOF, the parties hereto have 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.

WITNESS our hands and seals on this 15 day of Sept., 2005.

CITY OF NORTH MIAMI, FLORIDA, a
municipal corporation of the State of Florida

By: [Signature] 7/21
ACTING City Manager

ATTEST:

By: [Signature]
Deputy City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature] 07/20/05
Interim City Attorney

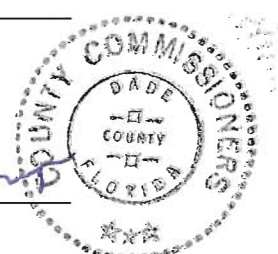
MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida

By: [Signature]
County Manager

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
Asst. County Attorney



NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: 
Chairman

ATTEST:

By: 
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

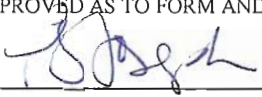
 07/20/15
Interim Agency Attorney

Exhibit 1.

Boundary Description

City of North Miami Community Redevelopment Area Boundary

The City of North Miami Community Redevelopment Area Boundary (CRA) consists of one main contiguous boundary as well as other areas that are separate from the main boundary.

For the purpose of this description, the starting point of the main contiguous boundary is the point on the western boundary of the City of North Miami (City) which is located at the centerline of NW 17th Avenue approximately 30 feet south of the Opa Locka Boulevard and NW 17th Avenue intersection. The boundary then proceeds south along the city boundary until it jogs east approximately 220 feet along the rear of the row of parcels located directly south of the centerline of 128th Street. It then proceeds south to 127th Street. It then turns west approximately 220 feet to the centerline of NW 17th Avenue. It proceeds south along the city boundary to NW 119th Street and travels east along the centerline until it reaches the western limited access Right-of-Way (R/W) line adjacent to Interstate I-95. The CRA boundary proceeds north until it reaches the centerline of 121st Street. It proceeds east along 121st Street until it reaches the centerline of NW 2nd Avenue where it then turns right and travels south along the centerline until it reaches the centerline of NE 119th Street. The CRA boundary then travels east along the centerline of NE 119th Street approximately 900 feet. It then turns left and travels north approximately 200 feet. The CRA boundary then turns right approximately 230 feet and then turns left and travels north approximately 220 feet. It then jogs right and travels for approximately 210 feet until it reaches the centerline of North Miami Avenue. The CRA boundary turns left and travels approximately 160 feet to the north along the centerline of North Miami Avenue. It then turns right at the intersection of North Miami Avenue and NE 121st Street. The CRA boundary travels east approximately 650 feet until it reaches the intersection of NE 1st CT. It then travels south approximately 200 feet until it reaches the south R/W line of NE 120th Street and then turns left and travels east approximately 700 feet until it reaches the intersection of NE 2nd Avenue. It then turns left and travels north along the west R/W line of NE 2nd Avenue until it reaches the southern R/W line of NE 123rd Street, where it turns left and travels west approximately 830 feet until it reaches the eastern R/W line of NE Miami Place. It then turns right and travels north approximately 175 feet and then turns west along the northern R/W line of NE 123rd Terrace. It then travels north 360 feet to the rear of the parcels directly south of NE 125th Street, where it then turns right and proceeds east along the southern parcel lines of the parcels directly south of NE 125th Street approximately 1,260 feet until it reaches the western R/W line of NE 2nd Avenue. It then jogs right approximately 40 feet and turns left and travels east along the southern parcel line of the parcel directly south of NE 125th Street approximately 530 feet until it reaches the western edge of Biscayne Canal. It then turns right traveling southeasterly approximately 1,190 feet where it then jogs right southwesterly approximately 10 feet and again jogs left continuing along the western edge of Biscayne Canal approximately 90 feet. It then turns east and travels in a straight line until it reaches the centerline of NE 121st Street. The CRA boundary travels east along the centerline of NE 121st Street and crosses over the Florida East Coast Railway line (FEC). It continues along the centerline of NE 121st Street until it turns left at the intersection of NE 14th Avenue. It travels north along the eastern R/W line of NE 14th Avenue approximately 590 feet and then jogs slightly to the east until it reaches the southern R/W line of NE 123rd Street. It then turns right along the southern R/W line of NE 123rd Street and travels easterly until it reaches NE 16th Avenue. It turns right and travels south along the western R/W line of NE 16th Avenue until it reaches NE 121st St. The CRA boundary then turns left along NE 121st Street and travels east until it hits the eastern R/W line of Biscayne Boulevard. The boundary travels north along the eastern R/W line of Biscayne Boulevard until it reaches a point that is approximately 200 feet north of the centerline of NE 135th Street. The CRA boundary then turns left and travels west approximately 870 feet until it reaches the FEC. It then travels north along the FEC lines approximately 300 feet and then jogs 200 feet in a northwesterly direction. It then jogs north along Arch Creek approximately 330 feet to the southern parcel lines of the parcels south of NE 137th Terrace. It then turns left and goes west until it reaches the eastern R/W line of NE 16th Avenue. The CRA boundary then travels south along the eastern R/W line of NE 16th Avenue approximately 270 feet. It then turns right and

travels westerly approximately 330 feet to the northwest corner of the parcel located at the northwest corner of the intersection of NE 16th Avenue and NE 135th Street. It then turns left and travels south approximately 140 feet to the southern parcel lines of the parcels south of NE 136th Street. It then turns right and travels west until it reaches the eastern R/W line of NE 14th Avenue and turns right and goes north until it reaches the southern R/W line of NE 140th Street. It then turns right and goes east until it reaches the eastern R/W line of NE 16th Avenue where it turns left and travels north until it reaches the southern R/W line of NE 141st Street. It turns right and goes east along the southern R/W line of NE 141st Street until it reaches NE 16th Court. It then travels south along the western R/W line of NE 16th Court until it reaches the southern R/W line of NE 140th Street. It then goes east until it reaches the creek and then travels in a northwesterly direction approximately 500 feet. It then travels north until it hits the southern R/W line of NE 142nd Street and turns right and travels west approximately 530 feet and then turns right and travels south approximately 360 feet. It then turns left and travels east until it hits the FEC R/W and the boundary of the City, where it then turns left and follows the FEC R/W and the boundary of the City northerly approximately 330 feet and jogs slightly left at the point where the City's boundary and the FEC R/W diverge and travels north approximately 480 feet. It then turns left and travels west until it reaches the western R/W line of NE 20th Lane and turns right and travels until it reaches the northern R/W line of NE 144th Street. The CRA boundary turns left and then travels west until it reaches the centerline of NE 18th Avenue. It then turns left and travels south until it reaches NE 143rd Street. It then turns right and travels west along NE 143rd Street until it reaches NE 12th Avenue. It then turns right and travels north along the centerline of NE 12th Avenue until it reaches NE 149th Street. It then turns left and travels west along NE 149th Street until it reaches NE 11th Avenue. It then turns left and travels south along NE 11th Avenue until it reaches NE 147th Street. It then turns right and travels west one block and then turns right and travels north along NE 10th Court until it reaches NE 149th Street. It then turns left and travels west on 149th Street until it reaches the centerline of NE 10th Avenue. It then turns left and travels south on NE 10th Avenue until it reaches NE 147th Street. The CRA boundary then jogs right until it reaches the western R/W line of NE 10th Avenue and jogs left and travels south until it reaches the northern R/W line of NE 143rd Street. It then turns right and travels west until it reaches the eastern R/W line of NE 8th Avenue where it turns right and goes north until it reaches the southern R/W line of NE 145th Street. It then turns left and travels west until it reaches the eastern R/W line of NE 6th Avenue where it turns right and travels north until it hits the City's boundary. It then turns left and travels west following the City's boundary approximately 380 feet at which point the CRA and City boundary turns left and travels south until it reaches NE 143rd Street. It then turns right and travels west along NE 143rd Street until it reaches NE 4th Avenue. It then turns left travels south on NE 4th Avenue until it reaches NE 139th Street. The CRA boundary then travels west approximately 730 feet and then turns left and travels south approximately 1330 feet until it reaches NE 135th Street. It then turns left and travels east on NE 135th Street until it reaches NE 4th Avenue. It then turns right and travels south on NE 4th Avenue approximately 170 feet where it turns left and travels along the southern parcel lines of the parcels directly south of NE 135th Street until it reaches the western R/W line of NE 5th Avenue. It then turns right and travels south until it reaches the northern R/W line of NE 131st Street where it turns right and travels west until it reaches the eastern R/W line of NE 4th Avenue. It then turns left and travels south until it reaches the southern R/W line of NE 129th Street where it turns left and travels east until it reaches the western R/W line of NE 5th Avenue. It then turns right and travels south approximately 900 feet where it turns right and travels west approximately 190 feet and jogs slightly northwesterly approximately 30 feet. It then jogs left and travels west until it reaches NE 4th Avenue where it turns left and travels south approximately 150 feet and turns right and travels west approximately 420 feet. It then turns right and travels north approximately 150 feet where it turns right and travels east approximately 50 feet. It then turns left and travels north approximately 80 feet until it reaches the southern parcel lines of the parcels directly south of NE 127th Street where it turns left and travels west until it reaches the eastern R/W line of NE 3rd Avenue. It then turns right and travel north until it reaches NE 131st Street where it turns left and travels west until it comes to Griffin Boulevard. It then turns left and travels south on the western R/W line of Griffin Boulevard approximately 2000 feet to a point that is at the northern parcel line of the parcel directly north of NE 125th Street. It then turns right and travels west until it reaches the Biscayne Canal where it jogs northwesterly approximately 60 feet and turns left and crosses over the Biscayne Canal and travels along the northern parcel line of the row of parcels directly north of NE 125th Street until it reaches NE 2nd Avenue. The CRA boundary then jogs right and travels north on NE 2nd Avenue approximately 30 feet where it turns left travels west along the northern boundary of the second row of parcels directly north of

NE 125th Street until it reaches North Miami Avenue. It then turns right and travels north until it reaches NE 127th Terrace where it jogs left to the centerline of North Miami Avenue and continues to travel along the centerline of North Miami Avenue until it reaches NW 128th Street. It then turns left and travels west along the centerline of NW 128th Street until it reaches NW 2nd Avenue. The CRA boundary then turns right and travels north along the centerline of NW 2nd Avenue until it reaches NW 139th Street. It then turns left and travel west along the centerline of NW 139th Street until it reaches NW 5th Avenue. It then turns right and travels north along the centerline of NW 5th Avenue until it reaches NW 143rd Street. The CRA boundary turns left at NW 143rd Street and travels west until it reaches NW 7th Avenue. It then turns left and travels south along the centerline of NW 7th Ave until it reaches NW 135th Street. It then turns right and travels west along NW 135th Street until it reaches NW 12th Avenue. It then turns right and travels north along the centerline of NW 12th Avenue until it reaches Opa Locka Boulevard where it turns left and travels west until it reaches the point of beginning at the centerline of NW 17th Avenue along the western boundary line of the City. The CRA boundary also includes the area that is bordered by NW 137th Street, NW 17th Avenue, NW 15th Avenue and NW 139th Street.

The CRA boundary excludes those areas that are bordered by NW 135th Street, NW 13th Avenue, NW 131st Street and NW 16th Avenue.

The CRA boundary excludes those areas that are bordered by NE 125th Street, NE 123rd Street, Biscayne Canal and Griffin Boulevard less the first parcel directly south of NE 125th Street.

The CRA boundary excludes those areas that are bordered by NW 127th Street, NW 2nd Avenue, NW 126th Street, and NW 6th Avenue and twenty-three properties fronting on the south side of NW 126th Street, from NW 2nd Avenue on the east to NW 6th Avenue on the west plus the second property directly south of NW 126th Street and fronting on the west side of NW 5th Avenue.

The CRA boundary excludes those areas that are bordered by NW 123rd Street, NW 6th Avenue, NW 124th Street, and NW 2nd Avenue and twenty properties fronting on the north side of NW 124th Street, from and including the second property directly east of NW 6th Avenue on the west to NW 2nd Avenue on the east plus the second property directly north of NW 124th Street and fronting on the west side of NW 5th Avenue.

The CRA boundary excludes those parcels owned by Johnson and Wales University and more specifically having the following PCN numbers: 0622290070010, 0622290070170, 0622290070190, 0622290070200, 0622290070210, 0622290070280, 0622290070290, 0622290070300, 0622290070310, 0622290070320, 0622290070630, 0622290070810, 0622290080552, 0622290080558, 0622290080559, 0622290550050, 0622290550060, 0622290550160, 0622290570010, 0622290570070 and 0622290570080.

A separate CRA boundary starts at the intersection of NE 146th Street and NE 18th Avenue and proceeds east approximately 830 feet and then turns left and travels north approximately 960 feet along the eastern parcel line of the parcels directly east of NE 18th Avenue. It then crosses NE 149th Street and turns left and travels west approximately 160 feet to the eastern parcel line of the fifth parcel east of NE 18th Avenue where it turns right and travels north until it reaches the northern parcel line of the parcels directly north of NW 149th Street. It then turns left and travels west along the northern parcel line of the parcels directly north of NW 149th Street until it reaches NW 18th Avenue where it turns left and travels south until it reaches the point of beginning at the intersection of NE 146th Street and NE 18th Avenue.

An additional separate CRA Boundary includes the "Munisport" property east of Biscayne Boulevard and adjacent mangrove preserve areas east to the adjacent FIU property on the east and three properties fronting on the north side of NE 151st Street, from Biscayne Boulevard east to and including the property directly east of FIU Stadium Drive.

An additional separate CRA Boundary starts at the northwest corner of the parcel that is located north of NE 121st Street facing the easterly R/W of NE 18th Avenue. The boundary proceeds east along the northern parcel line of the parcels directly north of NE 121st Street and turns north along the western parcel line of the parcel west of NE 19th Avenue. The boundary jogs west approximately 65 feet before continuing north along the western parcel line of the parcel west of NE 19th Avenue

below NE 123rd Street until it reaches the southern R/W line of NE 123rd Street. It then travels east on the southern R/W line of 123rd Street to the intersection of the of Sans Souci Boulevard and then turns right, southeasterly, to the southern boundary of the alley paralleling, and to the east of NE 123rd Street. It then proceeds west to the southern boundary of the R/W of the alley to the north of, and paralleling, Sans Souci Boulevard. It then proceeds southwesterly along the southern boundary of the alley to the intersection of NE 17th Road and turns right on the easterly R/W of NE 18th Avenue to the point of beginning.

Furthermore the CRA boundary shall include the following R/W's as follows:

1. NW 5th Avenue between NW 123rd Street and NW 127th Street
2. NW 4th Avenue between NW 123rd Street and NW 127th Street
3. NE Miami Place between NE 124th Terrace and NE 125th Street
4. NE 1st Avenue between NE 124th Street and NE 125th Street
5. NE 1st Court between NE 124th Street and NE 125th Street
6. NE 2nd Avenue between NE 123rd Street and NE 125th Street
7. NE 2nd Court between NE 119th Street and NE 125th Street
8. NE 124th Terrace between North Miami Avenue and NE Miami Place
9. NE 124th Street between NE Miami Place and NE 2nd Court
10. NE 123rd Street between NE Miami Place and NE 2nd Court
11. NE 122nd Street between NE 2nd Avenue and NE 3rd Court
12. NE 121st Terrace between NE 2nd Avenue and NE 3rd Court
13. NE 127th Street between NE Miami Court and NE 2nd Avenue
14. NE 127th Terrace between North Miami Avenue and NE Miami Court
15. NE 2nd Avenue between NE 125th Street and NE 127th Street
16. NE 1st Court between NE 125th Street and NE 127th Street
17. NE 1st Avenue between NE 125th Street and NE 127th Street
18. NE Miami Place between NE 125th Street and NE 127th Street
19. NE Miami Court between NE 125th Street and NE 127th Terrace
20. NE 134th Street between NE 4th Avenue and NE 5th Avenue
21. NE 132nd Terrace between NE 4th Avenue and NE 5th Avenue
22. NE 132nd Street between NE 4th Avenue and NE 5th Avenue
23. NE 131st Street between NE 3rd Avenue and NE 4th Avenue
24. NE 130th Street between NE 3rd Avenue and NE 4th Avenue
25. NE 129th Street between NE 3rd Avenue and NE 4th Avenue
26. NE 128th Street between NE 3rd Avenue and NE 5th Avenue
27. NE 127th Street between NE 3rd Avenue and NE 5th Avenue
28. NE 4th Avenue between NE 126th Street and NE 135th Street
29. NE 4th Court between NE 132nd Terrace and NE 134th Street
30. NE 7th Court between NE 145th Street and NE 147th Street
31. NE 8th Avenue between NE 145th Street and NE 147th Street
32. NE 145th Street between NE 6th Avenue and NE 10th Avenue
33. NE 144th Street between NE 7th Court and NE 10th Avenue
34. NE 15th Court between NE 136th Street and NE 137th Street
35. NE 136th Street between NE 14th Avenue and NE 15th Avenue
36. NE 137th Street between NE 14th Avenue and NE 15th Avenue
37. NE 138th Street between NE 14th Avenue and NE 15th Avenue
38. NE 139th Street between NE 14th Avenue and NE 15th Avenue
39. NE 13th Avenue between NE 129th Street and NE 135th Street
40. NE 129th Street between NE 12th Avenue and NE 14th Avenue
41. NE 130th Street between NE 12th Avenue and NE 14th Avenue
42. NE 131st Street between NE 12th Avenue and NE 14th Avenue
43. NE 132nd Street between NE 12th Avenue and NE 14th Avenue
44. NE 133rd Street between NE 12th Avenue and NE 14th Avenue
45. NE 134th Street between NE 12th Avenue and NE 14th Avenue

Exhibit 2. Boundary Description

City of North Miami Community Redevelopment Area Boundary (East of Biscayne Boulevard)

The City of North Miami Community Redevelopment Area Boundary (CRA) consists of one main contiguous boundary as well as other areas that are separate from the main boundary.

An additional separate CRA Boundary includes the "Munisport" property east of Biscayne Boulevard and adjacent mangrove preserve areas east to the adjacent FIU property on the east and three properties fronting on the north side of NE 151st Street, from Biscayne Boulevard east to and including the property directly east of FIU Stadium Drive.

An additional separate CRA Boundary starts at the northwest corner of the parcel that is located north of NE 121st Street facing the easterly R/W of NE 18th Avenue. The boundary proceeds east along the northern parcel line of the parcels directly north of NE 121st Street and turns north along the western parcel line of the parcel west of NE 19th Avenue. The boundary jogs west approximately 65 feet before continuing north along the western parcel line of the parcel west of NE 19th Avenue below NE 123rd Street until it reaches the southern R/W line of NE 123rd Street. It then travels east on the southern R/W line of 123rd Street to the intersection of the of Sans Souci Boulevard and then turns right, southeasterly, to the southern boundary of the alley paralleling, and to the east of NE 123rd Street. It then proceeds west to the southern boundary of the R/W of the alley to the north of, and paralleling, Sans Souci Boulevard. It then proceeds southwesterly along the southern boundary of the alley to the intersection of NE 17th Road and turns right on the easterly R/W of NE 18th Avenue to the point of beginning.