

AMENDMENT TO 1983 INTERLOCAL COOPERATION AGREEMENT

This Amendment to 1983 Interlocal Cooperation Agreement ("Amendment") is made and entered into this 22 day of January, 2010, by and between Miami-Dade County), a political subdivision of the State of Florida, (the "County"), the City of Miami, Florida, a municipal corporation of the State of Florida (the "City") and the Southeast Overtown Park West Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "SEOPW CRA").

WHEREAS, the Miami-Dade Board of County Commissioners (the "Board") adopted Resolution No. R-1677-82 and Ordinance No. 82-115, which approved a Redevelopment Plan (the "Original Plan") and tax increment financing for the Southeast Overtown/Park West Community Redevelopment Area (the "Original Redevelopment Area"); and

WHEREAS, on April 19, 1983, the Board also adopted Resolution No. R-467-83, which approved an Interlocal Cooperation Agreement between the City and the County (the "1983 Interlocal Agreement") in accordance with Part III, Chapter 163, Florida Statutes, which among other things, delineated those areas of responsibility for the redevelopment of the Original Redevelopment Area within the boundaries as set forth by the Finding of Necessity; and,

WHEREAS, pursuant to the Original Plan and the 1983 Interlocal Agreement, the City was authorized to undertake redevelopment of the designated Original Redevelopment Area; and

WHEREAS, the SEOPW CRA is responsible for implementing activities and projects designed to revitalize and redevelop the Original Redevelopment Area in accordance with the Original Plan; and

WHEREAS, on December 31, 2007, the Board adopted Resolution No. R-1372-07 approving an interlocal agreement between whereby the County, the City, the Omni Community Redevelopment Agency and SEOPW CRA which, among other things, amended the 1983 Interlocal Agreement (the "2007 Interlocal Agreement"); and

WHEREAS, the City and SEOPW CRA agreed to generate a Finding of Necessity study ("FON") to substantiate the expansion of boundaries of the Redevelopment Area and an amendment to the Redevelopment Plan ("Amended Plan") to expand the Original Redevelopment Area ("Redevelopment Area") the SEOPW CRA's boundaries and extend its life until March 31, 2030; and

WHEREAS, pursuant to the 2007 Interlocal Agreement and applicable law the FON and Amended Plan are subject to approval by the Board; and

WHEREAS, the County, the City and the SEOPW CRA wish to remove slum and blighted conditions in the Redevelopment Area in accordance with the Original Plan by investing in (i) affordable and workforce housing opportunities; (ii) job creation and economic

development; (iii) infrastructure; (iv) parks and open spaces; (v) arts and culture; and (vi) quality of life initiatives; and

WHEREAS, the City, the County and the SEOPW CRA have acknowledged that the 1983 Interlocal Agreement and the Amended Plan shall include tax increment funding for three (3) projects identified as Camillus House, Alonzo Mourning Charities, Inc., and Mama Hattie's House (collectively referred to the "SEOPW CRA Developments"); and

WHEREAS, the parties acknowledge that the SEOPW CRA Developments would be of great benefit to the SEOPW CRA and the community as a whole; and

WHEREAS, the County, the City and the SEOPW CRA find that it would be in the best interest of the parties to resolve their differences and for the City and the SEOPW CRA to dismiss with prejudice that certain case captioned *City of Miami et al. v. Miami-Dade County*, Case No. 07-46851 CA 31 (the "Reverter Lawsuit") in accordance with the terms of this Amendment,

NOW, THEREFORE, THE COUNTY, CITY and SEOPW CRA agree as follows:

1. The recitations set forth above are true and correct and adopted as part of this Amendment.
2. The parties agree that, subject to compliance with all applicable laws, including Part III, Chapter 163, Florida Statutes, including any prior approvals by the City and the SEOPWA CRA required therein, the following SEOPW CRA Developments, among other projects in the Redevelopment Area, shall be partially funded by the SEOPW CRA when the County and the City have determined that each respective SEOPW CRA Developments are ready to proceed:
 - a. The Camillus House project, which involves providing housing for homeless individuals and families in a new facility, including related structures and infrastructure to be developed within the Redevelopment Area.
 - b. The Alonzo Mourning Charities, Inc., an affordable housing project to be developed in the Redevelopment Area.
 - c. The World Literacy Crusade of Florida, Inc. also known as Mama Hattie's House to be developed within the Redevelopment Area.

The City and the SEOPW CRA shall submit for the County's approval any and all plans for development with respect to each of the individual SEOPW CRA Developments before contracts are entered into for construction of each of the respective SEOPW CRA Developments. The City and the SEOPW CRA understand that the process of reviewing the proposed SEOPW CRA Developments will entail mutual cooperation from the City, the County and the SEOPW CRA and that any delay in the review process may delay when the Board considers the SEOPW CRA Developments. The City and the SEOPW CRA, and the County agree that the approval of this Amendment by the parties does not

constitute approval of the SEOPW CRA Developments by the County. Therefore, the parties agree that if the Board does not approve the SEOPW CRA Developments as a matter of their sovereign power and legislative authority, the failure to approve such project should not be deemed a breach of this Interlocal Amendment Agreement or any other agreement between the parties relating to the SEOPW CRA Developments, and the County shall not be liable to the City or the SEOPW CRA for such failure to approve the SEOPW CRA Developments

3. The SEOPW CRA may elect to issue bonds and/or incur indebtedness required to finance its contribution to the SEOPW CRA Developments, provided however, in no event shall any bonds issued and/or indebtedness incurred mature later than March 31, 2030. Prior to the issuance of any bonds and/or indebtedness by the SEOPW CRA, the County shall have the right to review all related documents and agreements and may approve such bond issuances or indebtedness, pursuant to the provisions of this 1983 Interlocal Agreement and applicable law, including Florida Statute Section 163.358(3).
4. The City and the SEOPW CRA respectively represent that they have previously adopted resolutions recommending that the County approve the Amended Plan and this Amendment and that they have the legal authority to execute this Amendment.
5. The City, SEOPW CRA, and the County agree that the Reverter Lawsuit will be abated for ninety (90) days from the effective date of this Amendment and shall be dismissed with prejudice following the County's approval of the plans for the development of a portion of Block 36 and Blocks 45 and 56, which are to be submitted to the County for approval within the 90-day abatement period in the same manner as is set forth in Paragraph II herein.
6. In all other respects, the 1983 Interlocal Agreement is ratified and confirmed.
7. In the event of any conflict between the 1983 Interlocal Agreement, the 2007 Interlocal and this Amendment, the terms of this Amendment shall control.
8. There are no third party beneficiaries to this Amendment. The parties expressly acknowledge that it is not their intent to create or confer any obligations on or upon any third party by this Amendment. None of the parties intend to directly or substantially benefit a third person by this Amendment, and no third party shall be entitled to assert a claim against any of the parties based upon this Amendment. Nothing herein shall be construed by any agency or political subdivision of the State of Florida to confer upon any third party or parties the right to sue on any matter arising out of this Amendment.
9. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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 22 day of January 2010.

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

By: [Signature]
Pedro G. Hernandez, City Manager

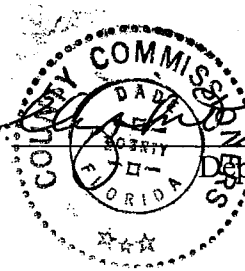
Miami-Dade County,
a political subdivision of the
State of Florida

By: [Signature]
Mayor Carlos Alvarez or designee

ATTEST:

By: [Signature]
City Clerk Ansilla A. Thompson

By: [Signature]
Deputy Clerk



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

By: [Signature] Exec Dir

ATTEST:

By: [Signature]
City Clerk Ansilla A. Thompson

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

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

Date: 01/20/10

APPROVED AS TO FORM AND
CORRECTNESS FOR CITY OF MIAMI:

By: 
City Attorney

Date: 1/15/2010 *EMD*

APPROVED AS TO FORM AND
CORRECTNESS FOR SEOPW CRA:

By: William R Bloom
SEOPW CRA Attorney

Date: 1/14/2010

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE) SS:

I, **HARVEY RUVIN**, Clerk of the Circuit Court in and for Miami-Dade County, Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County, **Do Hereby Certify** that the above and foregoing is a true and correct copy of the “Amended Southeast Overtown/Park West Community Redevelopment Agency Interlocal Cooperation Agreement”, as Appears of Record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 22nd day of January, A.D. 2010.

HARVEY RUVIN, Clerk
Board of County Commissioners
Dade County, Florida

By *Clyde A. Stewart*
Deputy Clerk



Board of County Commissioners
Miami-Dade County, Florida