

**THIRD AMENDMENT TO  
THE INTERLOCAL COOPERATION AGREEMENT**

This Third Amendment to the Interlocal Cooperation Agreement (“Third Amendment”) and along with the Agreement, the First Amendment, and the Second Amendment is hereinafter referred to as the “Agreement”), made this 24<sup>th</sup> day of October, 2017 (“Effective Date”), by and among Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the “County”), the City of North Miami, a municipal corporation under the laws of the State of Florida (hereinafter referred to as the “City”), and the North Miami Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (hereinafter referred to as the “Agency”).

**WHEREAS**, the Miami-Dade County Board of County Commissioners (the “Board”) adopted Resolution No. R-837-04 on July 13, 2004, approving, among other things, the finding of necessity and establishment of the Agency; and

**WHEREAS**, the Board adopted Resolution No. R-610-05 approving the Agency’s Redevelopment Plan (the “Plan”) and delegated certain powers conferred on the Board by Part III, Chapter 163, Florida Statutes (the “Act”), to implement the Plan to the Mayor and City Commission of the City of North Miami (the “City Commission”), all for the project area; and

**WHEREAS**, the Board also enacted Ordinance No. 05-109 on June 7, 2005, which among other things, established a trust fund (“Fund” or “Trust Fund”) to fund improvements in the Redevelopment Area; and

**WHEREAS**, the Board adopted Resolution No. R-1113-08, approving an amendment to the Plan to incorporate the development and implementation of community policing initiatives and define affordable housing guidelines; and

**WHEREAS**, the Board adopted Resolution No. R-1132-16, approving the Second Amendment and approving a further amendment to the Plan (the “Second Amended Plan”); and

**WHEREAS**, the Board adopted Resolution No. R- 882 -17 approving this Third Amendment,

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants recorded herein, the County, the City and the Agency agree as follows:

A. The recitations set forth above are true and correct and adopted as part of this Second Amendment.

B. The Agreement is amended to modify Paragraph IX as follows:

IX. Extension of Taxing Authorities’ Payments; Milestones.

A. Except as specifically set forth herein, the obligation of each taxing authority to deposit into the Trust Fund pursuant to the Act solely for the uses authorized in the Plan and this Agreement including the delegation of powers to implement the Plan is extended until July 13, 2044.

B. Notwithstanding the foregoing, the Board may terminate this Agreement, or take such other actions as authorized herein, for the Agency’s failure to meet certain milestones as follows:

(i) By July 1, 2017:

(1) the Agency shall have approved, and shall have submitted to the County for approval, a Plan Amendment which ~~reduces the boundaries of the Redevelopment Area and~~ provides for affordable and workforce housing along major corridors, including 7<sup>th</sup> Avenue. In order to implement the affordable and workforce housing that will be set forth in the Plan Amendment, the City and the Agency shall take all actions necessary and legal to change City of North Miami zoning and Comprehensive Plan to permit the affordable and workforce housing along the major corridors, including 7th Avenue as required and set forth herein, before September 30, 2024. ~~Such changes to the boundaries of the Redevelopment Area shall be in accordance with Exhibit 3, or some variation of boundaries that are acceptable to the County.~~

(ii).By September 30, 2024, either:

- (1) the Agency shall have implemented two of the following three projects:
  - (a) Redevelopment of the 7<sup>th</sup> Avenue corridor by making infrastructure improvements of no less than \$3 million, subject to City of North Miami Zoning developing affordable and workforce housing, and creation of incentives to attract innovative businesses dedicated to science and technology. The City and the Agency shall take all actions necessary and legal to change City of North Miami zoning and Comprehensive Plan to permit the affordable and workforce housing on 7th Avenue as required and set forth herein.;
  - (b) Redevelopment of the City's downtown core pursuant to the projects in the Plan including one public parking garage with sixty (60) public spaces and ground floor retail, and related infrastructure improvements; and/or
  - (c) Rehabilitation of very low and low income housing units pursuant to the Plan based on a minimum commitment of seventy (70) total units.

OR

- (2) The assessed value of the taxable real property contained within the geographic boundaries of the areas set forth on Exhibit 1 and Exhibit 2 shall have increased by at least forty percent (40%) using the 2016 assessment roll as the base year.

The Agency will submit a Plan Amendment to the County consistent with the requirements of B(i)(1) above. In the event the Agency fails to submit an Amended Plan to the County that is acceptable to the County and that ~~reduces the boundaries of the Redevelopment area and~~ provides for affordable and workforce housing along the major corridors before July 1, 2017, then this Agreement, including the delegation of powers to implement the Plan and the obligation of each taxing authority to deposit into the Trust Fund pursuant to the Act and Ordinance No. 16-95, may terminate on July 1, 2017 upon passage of a resolution terminating this Agreement and rescinding the delegation of powers to implement the Plan and the adoption of an ordinance repealing Ordinance No. 16-95 of the Board of County Commissioners.

The Agency will report to the County on an annual basis the progress of the projects and increases in taxable real property. Provided that the Agency reasonably demonstrates to the County that either (1) or (2) has occurred by September 30, 2023, then this Agreement including the delegation of powers to implement the Plan is extended until July 13, 2044, subject to the terms and conditions hereof. In the event that the Agency fails to reasonably demonstrate to the County that either (1) or (2) has occurred by September 30, 2023, then the County shall provide the Agency with written notice to such effect and the Agency shall have one hundred eighty (180) days to cure such failure; provided however, that if the failure cannot be cured within one hundred eighty (180) days, this Agreement shall remain in effect provided that the Agency has commenced cure within the one hundred and eighty (180) day period and is diligently and in good faith proceeding with such cure. In the event that, following the notice and applicable cure periods, the Agency continues to fail to reasonably demonstrate to the County that either (1) or (2) has occurred, then the County may require the Agency to enter into a modification of this Agreement to limit the purpose of this Agreement to solely provide that the taxing authorities shall, on an annual basis, continue to deposit TIF into the Trust Fund as necessary to satisfy any continuing financial obligations of the Agency including, but not limited to, debt service, developer incentives that have been approved by the County and City.


C. All provisions of the Agreement, other than the provisions specifically amended by this Third Amendment, remain in full force and effect and are hereby ratified by the parties. In the event of any conflict between the Third Amendment and the original Agreement, First Amendment, and Second Amendment, the Third Amendment shall control. Any defined terms not defined herein shall have the meanings set forth in the original Agreement, First Amendment, and Second Amendment as applicable.

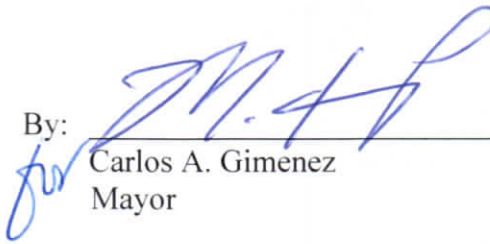
**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

CITY OF NORTH MIAMI

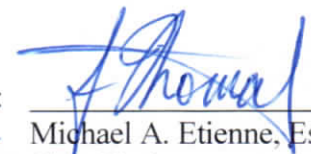
MIAMI-DADE COUNTY


By:   
Larry Spring  
Manager

By:   
Carlos A. Gimenez  
Mayor

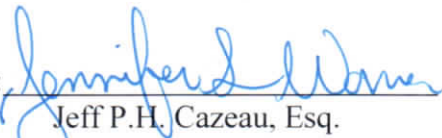
ATTEST


ATTEST

By:   
Michael A. Etienne, Esq.,  
City Clerk  
*Deputy for the*  
Approved for form and legal sufficiency


By:   
Deputy Clerk  
Approved for form and legal sufficiency




By:   
Jeff P.H. Cazeau, Esq.  
City Attorney  
*for*

By:   
Shannon D. Summerset-Williams  
Assistant County Attorney


NORTH MIAMI REDEVELOPMENT  
AGENCY

By:   
Dr. Smith Joseph  
Chairman

By:   
Larry M. Spring, Jr.  
Executive Director


ATTEST:

By:

  
\_\_\_\_\_  
Michael A. Etienne, Esq.  
City Clerk

Approved for form and legal sufficiency

By:

  
\_\_\_\_\_  
Gray Robinson, P.A.  
CRA Attorney

*Deputy  
for the*