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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Agenda Item No. 8(L)(1)(A)
07-24-07

Approved _____ Mayor
Veto _____
Override _____

RESOLUTION NO. R-876-07

RESOLUTION APPROVING TERMS AND EXECUTION OF INTERLOCAL AGREEMENT AMONG MIAMI-DADE COUNTY, CITY OF MIAMI, SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY (COLLECTIVELY "CRA'S"), AND THE CHILDREN'S TRUST FOR THE PURPOSE OF ESTABLISHING THE USE OF INCREMENTAL TAX REVENUES DERIVED FROM CHILDREN'S TRUST ONE HALF MILL AD VALOREM TAX LEVY AGAINST REAL PROPERTY LOCATED WITHIN JURISDICTION OF THE COMMUNITY REDEVELOPMENT AREAS

WHEREAS, the Children's Trust (the "Trust") was established as a result of a county-wide referendum in which the electors of Miami-Dade County approved the creation of the Trust and its imposition of a not to exceed one half tax levy against all non-exempt real property in Miami-Dade County for the purpose of funding improvements to the children's health, development and safety and promoting parental and community responsibility for children who reside in Miami-Dade County; and

WHEREAS, the Board of County Commissioners (the "Board") enacted Ordinance No 03-210 (the "Ordinance") that established a policy that before the Board will consider any matter concerning a community redevelopment agency, including the approval of an annual budget, until a governing body such as the City shall first exempt

# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 24, 2007

FROM: R.A. Cuevas, Jr. Acting County Attorney

SUBJECT: Agenda Item No. 8(L)(1)(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

the Trust pursuant to the Act from having to deposit its tax revenues generated within a community redevelopment district with the community redevelopment agency; and

WHEREAS, the City and the Southeast Overtown/Park West Community Redevelopment Agency and the Omni Redevelopment District Community Redevelopment Agency (collectively "CRAs"), the CRAs are unable to obtain review of matters by the Board, including CRA budgets, unless they comply with the Ordinance; and

WHEREAS, the City, the CRAs and the County wish to assist the Trust and to effectuate the will of the electorate by agreeing to enter into an interlocal agreement for the purposes set forth in the accompanying County Manager's memorandum which is incorporated in this Resolution by reference ("County Manager's Memorandum"); and

WHEREAS, the City, the CRAs and the County wish to assist the Trust in carrying out its programs within the redevelopment areas by agreeing to remit to the Trust the incremental tax revenues derived from the imposition of the half-mil tax levied by the Trust against real property located within the CRAs' redevelopment areas; and

WHEREAS, this Board approves the form of Interlocal Agreement and authorizes the County Mayor or his designee to execute and finalize it after review by the County Attorney's Office,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. The Board approves the terms of the Interlocal Agreement in substantially the form attached to this resolution as Exhibit "A" which provides for the distribution of the Trust Revenues as more fully described in the County Manager's Memorandum and authorizes the County Mayor or his designee to execute and finalize it after review by the County Attorney's Office.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | aye | Audrey M. Edmonson | aye |
| Carlos A. Gimenez | aye | Sally A. Heyman | aye |
| Joe A. Martinez | absent | Dennis C. Moss | aye |
| Dorrin D. Rolle | aye | Natacha Seijas | aye |
| Katy Sorenson | aye | Rebeca Sosa | aye |
| Sen. Javier D. Souto | aye | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Gerald T. Heffernan

# Memorandum

MIAMI-DADE COUNTY

| | |
|---|---|
| **Date:** | July 24, 2007 |
| **To:** | Honorable Chairman Bruno A. Barreiro<br>and Members, Board of County Commissioners |
| **From:** | George M. Burgess<br>County Manager |
| **Subject:** | Agreement with the City of Miami, Southeast Overtown/Park West Community Redevelopment Agency, the Omni Redevelopment District Community Redevelopment Agency and the Children's Trust |

Agenda Item No. 8(L)(1)(A)

## Recommendation

It is recommended that the Board of County Commissioners (the "Board") adopt the accompanying resolution that approves the attached interlocal agreement (the "Agreement") between Miami-Dade County (the "County"), the City of Miami (the "City"), the Southeast Overtown/Park West Community Redevelopment Agency, the Omni Redevelopment District Community Redevelopment Agency (the "CRAs"), and the Children's Trust (the "Trust"). The adoption of this resolution authorizes the County Mayor or his designee to execute the above mentioned Agreement. This Agreement provides for establishing the use of tax increment revenues derived from the imposition of a one half mill tax levy by the Trust against real property within the jurisdiction of the CRA.

## Scope

This resolution provides for the distribution of tax increment revenues in exchange for the support of children's programs and services within the boundaries of the Southeast Overtown/Park West Community Redevelopment Area and Omni Redevelopment Districts. The CRAs are within Commission Districts 3 and 5.

## Fiscal Impact/Funding Source

This resolution has no fiscal impact on the County's contribution to the CRAs' Trust Funds.

## Track Record/Monitor

This resolution does not provide for contracting with any specific entity. It authorizes the Mayor or his designee to execute the Agreement.

## Background

The CRA administers the Southeast Overtown/Park West Tax Community Redevelopment Area created in 1982 and the Omni Redevelopment District created in 1986, which were established under provisions of Chapter 163, Part III, Florida Statutes (the "Act").

The Trust was established in 2003 as a result of a countywide referendum. The electors of the County approved the creation of the Trust, and imposition of a not-to-exceed one half of a mill ad valorem tax levy against all real property in Miami-Dade County to fund improvements that benefit children's health, development and safety, as well promoting parental and community responsibility for children who reside in Miami-Dade County.

On October 17, 2003, the Board enacted Ordinance 03-210 establishing a policy that before the Board considers any matter concerning a community redevelopment agency, including the approval of an annual budget, a community redevelopment agency and/or a governing body such as the City shall exempt the Trust from having to remit tax revenues generated within a community redevelopment district to the community redevelopment agency. Since the creation of the Trust, the Trust has not remitted revenues to the CRAs.

In an effort to comply with Ordinance 03-210, the County, City, and the CRAs have agreed to collect the Trust revenues, set them aside and not use them for debt service until all other tax exempt revenues received by the CRAs are exhausted and agree to remit the Trust revenues back to the Trust on the last day of its fiscal year, as described in Section 2 of Exhibit A.

In exchange for the cooperation of the City and the CRAs, the Trust will annually make funds available for children's programs and services within the CRAs' redevelopment area in the amount of the annual Trust Revenues generated by that area.

This Agreement was adopted by the CRAs on March 9, 2006 and subsequently by the City of Miami Commission on July 10, 2007.

Attachments

Cynthia W. Curry
Senior Advisor to the County Manager

cmo17007

Exhibit "A"

# INTERLOCAL AGREEMENT

AMONG

THE CHILDREN'S TRUST,

THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI,

THE OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI,

THE CITY OF MIAMI,

&

MIAMI-DADE COUNTY, FLORIDA

This Interlocal Agreement ("'Agreement") is made and entered into this ___ day of _____ 2007 among The Children's Trust, Miami-Dade County, an independent special taxing district created by Miami-Dade County pursuant to Section 125.901, Florida Statutes (the "Trust"); The Southeast Overtown/Park West Community Redevelopment Agency, The Omni Redevelopment District Community Redevelopment Agency, both public agencies and bodies corporate created pursuant to Section 163.356, Florida Statutes (collectively the "CRAs"); the City of Miami, a municipal corporation of the State of Florida (the "City"); and Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), for the purpose of establishing the use of incremental tax revenues to be derived from the imposition of a half-mil tax levied by the Trust against real property located within the CRAs' redevelopment areas (the "Trust Revenues").

WHEREAS, the Trust was established as a result of a county-wide referendum in which the electors of the County approved the creation of the Trust and its imposition of a not-to-exceed half-mil tax levy against all non-exempt real property in Miami-Dade County for the purpose of funding improvements to children's health, development and safety, and promoting parental and community responsibility for children who reside in Miami-Dade County; and

WHEREAS, Chapter 163, Part III, Florida Statutes, also known as the Community Redevelopment Act of 1969 (the "Act"), provides for the creation of community redevelopment agencies and governs the use of moneys in the redevelopment trust funds created in accordance with the Act (each, a "fund"); and

WHEREAS, the Miami City Commission accepted delegations of powers from the Miami-Dade County Board of County Commissioners (the "Board"), found a need for and created the CRAs to have jurisdiction over their respective community redevelopment areas,

declared the City Commission to be the members of the CRAs, granted the CRAs the right to exercise certain powers permitted by the Act, and directed the preparation and adoption of community redevelopment plans for the respective redevelopment areas; and

WHEREAS, the CRAs may have pledged current and future tax increment revenues they are entitled to receive pursuant to the Act from all non-exempt taxing authorities including tax increment revenues from any additional tax levies created subsequent to the creation of the CRAs and the issuance of the debts, such as the Trust Revenues; and

WHEREAS, the City may have pledged certain City revenues as additional security for the debts; and

WHEREAS, the Board enacted Ordinance No. 03-210, with an effective date of October 17, 2003, that established a policy that the Board will not consider any matter concerning a community redevelopment agency, including the approval of an annual CRA budget, until a governing body, such as the City, shall first exempt the Trust from having to deposit its Trust Revenues with the community redevelopment agency; and

WHEREAS, the City and CRAs are unable to obtain review of matters by the Board, including CRA budgets, unless they comply with the Ordinance; and

WHEREAS, the City, the CRAs and the County wish to assist the Trust in carrying out its programs within the redevelopment areas by agreeing to remit the Trust Revenues to the Trust pursuant to the provisions of this Agreement; and

WHEREAS, there are children and families who reside within the redevelopment areas of the CRAs' and are in need of the services described in the Trust's Strategic Framework 2003-2007, and there are a number of agencies which may provide quality services to these children and families if provided with financial assistance; and

WHEREAS, in exchange for the City's and the CRAs' cooperation. The Trust will annually make funds available for children's programs within the Southeast Overtown/Park West Community Redevelopment Agency's redevelopment area and the Omni Redevelopment District Community Redevelopment Agency's redevelopment area in the amount of the annual Trust Revenues generated by that area upon the conditions set forth in this Agreement; and

WHEREAS, the Trust, the CRAs, the City, and the County desire to enter into this Agreement in order to establish their cooperation and agreement with respect to the use of the Trust Revenues;

NOW, THEREFORE, the parties agree as follows:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The City, the CRAs and the County agree that the CRAs shall: (i) use the Trust Revenues for debt service on, and other obligations relating to, existing debts of the CRAs only after all other available tax increment revenues have been exhausted for such purpose; and (ii) remit to the Trust on the last day of the CRA's fiscal year; all of the Trust Revenues that are not needed for debt service on, or other obligations relating to, existing debts of the CRAs and which are eligible to be refunded pursuant to the Act.

Section 3. The Trust will annually make available funds in the amount of the annual Trust Revenues generated from each CRA's respective redevelopment area for programs and services to children and families within that redevelopment area. Funds shall be made available through a competitive process, to the CRAs, the City, and/or agencies and organizations that provide said programs and services within the CRA redevelopment areas. In order to receive funding, however, the CRAs, the City, the agency or organization must provide a program or service that falls within the Trust's funding priorities and quality standards. The CRAs, the City and/or any agency or organization is in no way restricted from participating in, and shall not be prejudiced by, having previously received an award or commitment for funding from any other competitive funding opportunities offered by the Trust.

Section 4. The CRAs may, at reasonable times, and for a period of up to three (3) years following the date of payment by the to the Trust under this Agreement, audit, or cause to be audited, those books and records of the Trust or any provider paid by the Trust related to the Trust's performance under this Agreement. The Trust agrees to maintain all such books and records at its outside storage for a period of three (3) years after payment is made under this Agreement or until all claims or audit findings have been resolved. The CRAs may, at reasonable times and upon reasonable advance notice during the term hereof, inspect the Trust's, or any provider paid by the Trust to perform services in fulfillment of this Agreement, facilities and perform such tests, as the CRA deems reasonably necessary. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18 of the Code of the City of Miami, Florida, as same may be amended or supplemented, from time to time.

Section 5. This Agreement shall be effective upon execution by all parties and shall continue for as long as the Trust is in existence and can levy ad valorem taxes.

Section 6. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. The sole venue for any action arising from this Agreement shall be Miami-Dade County, Florida.

Section 7. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

Section 8. Any alterations: variations, modifications, extensions or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, duly

approved and signed by all parties, and attached to the original of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

Section 9. This Agreement may be executed in four (4) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 10. This Agreement contains all the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

**THE CHILDREN'S TRUST, MIAMI-DADE COUNTY,** an independent special district created by Miami-Dade County pursuant to Section 125.901, Florida Statutes ("Trust")

ATTEST:

By: _____

Print: _____

By: _____
Modesto E. Abety
Chief Executive Officer

**SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY,** of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("CRA")

ATTEST:

By: _____
Priscilla A. Thompson
Clerk of the Board

By: _____
James H. Villacorta
Executive Director

**OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY**, of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("CRA")

ATTEST:

By: _____
Priscilla A. Thompson
Clerk of the Board

By: _____
James H. Villacorta
Executive Director

**THE CITY OF MIAMI**, a municipal corporation of the State of Florida ("Miami")

ATTEST:

By: _____
Pricilla A. Thompson
City Clerk

By: _____
Pedro G. Hernandez
City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
LeeAnn Brehm
Director
Risk Management

APPROVED AS TO FORM AND CORRECTNESS:

_____
Jorge L. Fernandez
CRA General Counsel



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Exhibit "A"

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

ATTEST:

By: _____
Deputy Clerk

By: _____
County Mayor or his designee

APPROVED AS TO FORM AND LEGAL AND SUFFICIENCY

By: _____
Assistant County Attorney

cmo17007a