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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

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

Resolution No. R-683-09

Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Approving the Third Amendment to the Interlocal Cooperation Agreement Between the County, the City of Florida City and the Florida City Community Redevelopment Agency

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached Third Amendment to the Interlocal Cooperation Agreement between Miami-Dade County (the "County"), the City of Florida City (the "City"), and the Florida City Community Redevelopment Agency (the "Agency") (Exhibit A). The Third Amendment to the Interlocal Cooperation Agreement provides that: a) the County will delegate to the City the necessary power to implement the redevelopment plan, if approved by the BCC as a separate item on this agenda, within the newly expanded boundaries of the Florida City Community Redevelopment Area (the "Area"); b) the CRA will make a payment to the County in an amount equal to 20 percent of the tax increment from ad valorem taxes collected within the four new areas added to the existing boundaries of the CRA, and c) the County reserves the right to audit the CRA's Trust Fund.

Scope of Agenda Item

This resolution approves the Third Amendment to the Interlocal Cooperation Agreement between the County and the City of Florida City, which is in County Commission District 9.

Fiscal Impact / Funding Source

The CRA's revenue source is generated through the incremental growth of ad valorem revenues beyond an established base year, Tax Increment Financing (TIF), as defined in Section 163.387 of the Florida State Statutes. The duration of the remaining County's obligation to contribute TIF revenues to the CRA is 17 years.

The additional County tax increment revenue contribution from the new areas of the CRA is estimated to generate approximately $2.7 million within the next 17 years, based on an annual average growth rate in taxable values of 3.5 percent and the County's 95 percent payment to the Trust Fund. However, the County has negotiated with the Agency a 20 percent reimbursement of the County's payments for the new areas estimated at $540,000 over the remaining 17 year life of the CRA. The County's FY 2008-09 payment to the CRA was $1,164,404.

Track Record / Monitor

This resolution amends the existing Interlocal Cooperation Agreement and will be monitored by the Office of Strategic Business Management.

Background

On June 6, 1995 the BCC approved the CRA's original Redevelopment Plan (the "Plan") pursuant to Resolution R-795-95 and funding of the Plan when it enacted Ordinance No. 95-108 (Trust Fund). An Interlocal Agreement between Miami-Dade County and the CRA was approved by the BCC on April 16, 1996. Subsequently, the Plan and the Interlocal Agreement were amended on July 8, 1997 (Ordinance

No. 97-132) and on September 23, 2003 (Resolution R-1010-03) to provide for a land acquisition element and to create a Community Policing Program respectively.

A separate item on this same agenda for BCC consideration is a resolution to accept a Finding of Necessity Study (FON) which concludes that four geographical areas within the municipal boundaries of the City of Florida City generally known as the Northwest residential neighborhood, Closed Packing Plant, Pineland Park, and Busway Infill are "slum or blighted areas" and that rehabilitation, conservation, or redevelopment, or a combination thereof, of the areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City and the County. That item also approves the Redevelopment Plan for the CRA that includes strategies on how the Agency will eliminate the slum and blight in the area.

The most significant changes to the third Amendment to the Interlocal Cooperation Agreement requires that the CRA make a payment to the County in an amount equal to 20 percent of the tax increment from ad valorem taxes collected within the four new areas this would allow the County to participate in a portion of the increment being created within the expanded area. The amendment also reserves the County's right to audit the Trust Fund.

It is recommended that the BCC approve the Amendment to the Interlocal Cooperation Agreement by adopting the accompanying resolution.

Cynthia W. Curry
Senior Advisor to the County Manager

Attachments

cmo10809

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 2, 2009

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

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

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 Mayor'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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)(D)
6-2-09

RESOLUTION NO. **R-683-09**

RESOLUTION APPROVING THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE CITY OF FLORIDA CITY AND THE FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND DELIVER SAID THIRD AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED

WHEREAS, on April 16, 1996, pursuant to Resolution No. 367-96, the Miami-Dade County Board of County Commissioners (BCC) approved an Interlocal Cooperation Agreement between the Florida City (the "City") and the County (the "County") in accordance with Part III, Chapter 163, Florida Statutes, (1995), which among other things, delineated those areas of responsibility for the redevelopment of the Community Redevelopment Area (CRA) within the boundaries as set forth by the Finding of Necessity (the "Interlocal Agreement"); and

WHEREAS, said Interlocal Agreement addressed and embodied the Redevelopment Plan (the "Plan") approved by the County on June 6, 1995, via Resolution No. R-795-95, which approved said Plan to enable the City to undertake redevelopment of the designated CRA; and

WHEREAS, on July 22, 1997, the BCC adopted the First Amendment to the Interlocal Agreement, via Ordinance No. 97-132, which generally delegated additional redevelopment responsibilities to the City relating to the local exercise of eminent domain powers; and

WHEREAS, on September 23, 2003, the BCC adopted the Second Amendment to the Interlocal Agreement, via Resolution R-1010-03 to provide for a land acquisition element and to create a Community Policing Program; and

WHEREAS, the County, the City and the CRA agree that the CRA boundaries should be expanded to include additional slum and blighted areas within the City limits and the Redevelopment Plan was amended to include the additional areas; and

WHEREAS, the County, the City and the CRA agree that it is in the best interest of the parties that the County be refunded twenty percent of the Tax Increment Revenues deposited by the County into the Redevelopment Trust Fund, as defined by F.S. § 163.387 for the newly expanded area; and

WHEREAS, the City acknowledges that the County has the authority to audit the Redevelopment Trust Fund at any time,

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 into the body of this Third Amendment; and to the Interlocal Cooperation Agreement by reference.

Section 2. The Board approves the terms of and authorizes the Mayor or the Mayor's designee to execute and deliver the Third Amendment to the Interlocal Cooperation Agreement between the County, the City and the CRA in substantially the form attached to this resolution.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** , who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **absent**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**nay**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

EXHIBIT A

Third Amendment to Interlocal Cooperation Agreement

This amendment made and entered into this _____ day of _____, 2009 by and between Metropolitan Miami-Dade County (County) and the City of Florida City, Florida (City) and the Florida City Community Redevelopment Agency (CRA).

WHEREAS, on April 16, 1996, pursuant to Resolution No. 367-96, the Board of County Commissioners (BCC) approved an Interlocal Cooperation Agreement between the City and the County (the "Interlocal Agreement") in accordance with Part III, Chapter 163, Florida Statutes, (1995), which among other things, delineated those areas of responsibility for the redevelopment of the Community Redevelopment Agency (CRA) within the boundaries as set forth by the Finding of Necessity; and,

WHEREAS, said interlocal Agreement addressed and embodied that Redevelopment Plan (the "Plan") approved by the County on June 6, 1995, via Resolution No. R-795-95, which approved said Plan to enable the City to undertake redevelopment of the designated Community Redevelopment Area; and

WHEREAS, on July 22, 1997, the BCC adopted the First Amendment to the Interlocal Agreement, via Ordinance No. 97-132, which generally delegated additional redevelopment responsibilities to the City relating to the local exercise of eminent domain powers; and

WHEREAS, on September 23, 2003, the BCC adopted the Second Amendment to the Interlocal Agreement, via Resolution R-1010-03 to provide for a land acquisition element and to create a Community Policing Program; and

WHEREAS, the County and the City agree that the CRA boundaries should be expanded to include additional slum and blighted areas within the City limits and the Redevelopment Plan amended to include the additional areas; and

WHEREAS, the County and the City agree that it is in the best interest of both parties that the County be refunded twenty percent of the Tax Increment Revenues deposited by the County into the Redevelopment Trust Fund for the newly expanded area, and

WHEREAS, the City acknowledges that the County has the authority to audit the Redevelopment Trust Fund at any time.

NOW, THEREFORE, THE COUNTY AND CITY agree as follows:

I. The recitations set forth above are true and correct and adopted as part of this amendment.

II. The First Amendment to Interlocal Cooperation Agreement of July 22, 1997, as amended per the Second Amendment of September 23, 2003 , attached and made a part hereof is hereby amended in the following respects:

Subsection IV.C. is amended by inserting the following additional covenant concerning the CRA trust fund:

"(4) County and the CRA hereby agree to limit the amount of Tax Increment Financing ("TIF") revenues that can be expended by the Agency for the expanded area and provide annual refunding by the Agency of a portion of such TIF revenues to the County as follows: In each year in which the County shall make TIF revenue payments to the Fund for the expanded area, the budget for expenditures funded by TIF revenues shall be capped, so that an amount equivalent to 20 percent of the TIF revenues as would be derived from the expanded area (as detailed in the 2009 Finding of Necessity adopted by the BCC), as more particularly described in Exhibit A, shall remain un-appropriated and un-expended. Annually, an amount equal to 20 percent of the TIF revenues generated by the expanded area as described in Exhibit A is to be refunded by the Agency to the County by the last day of each fiscal year. The County shall deposit its refund as revenue to the County-wide general fund."

Subsection IV.C. is amended by inserting the following covenant concerning the CRA budget:

"(5) The Agency shall provide for an independent financial audit of the Fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from the Fund during such fiscal year and the amount of principal and interest paid during such year or any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The Agency shall provide a copy of the report to each taxing authority. All Fund records shall be available for County inspection. The County reserves the right to audit the Fund."

III. In all other respects, the Interlocal Cooperation Agreement is ratified and confirmed.

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.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

WITNESS our hands and seals on this _____ day of _____, 2009.

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

By:_____
Mayor Otis T. Wallace

ATTEST:

By:_____
City Clerk

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

By:_____
Mayor Carlos Alvarez or designee

By:_____
Deputy Clerk

Florida City Community
Redevelopment Agency,
a special district of the State
of Florida

By:_____

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By _____ _____
County Attorney Date
Martin Sybblis

ATTACHMENT A

NORTHWEST NEIGHBORHOOD AREA LEGAL DESCRIPTION

A portion of Sections 23 and 24 of Township 57 South, Range 38 East Miami-Dade County Florida, being more particularly described as follows;

BEGIN at the intersection of the North line of said Section 24 with the West right-of-way line of the former Florida East Coast Rail Road as shown on the F.E.C. RAILROAD ACQUISITION MAP, prepared by the Florida Department of Transportation and recorded in Plat Book 127, Page 77 of the Public Records of said Miami-Dade County; **THENCE** Westerly along said North line of Section 24 and along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 23 (the centerline of SW 328 Street, Lucy Street) to the West line of said Northeast 1/4 of the Northeast 1/4 of Section 23; **THENCE** Southerly along the West line of the said Northeast 1/4 of the Northeast 1/4 of Section 23 to the South line of the said Northeast 1/4 of the Northeast 1/4 of Section 23 (theoretical NW 12 Street); **THENCE** Easterly along the South line of the said Northeast 1/4 of the Northeast 1/4 of Section 23(theoretical NW 12 Street) to the West right-of-way line of SW 187 Avenue (Redland Road) also being a line being 35 feet West of and parallel with the East line of said Section 23; **THENCE** Southerly along said line 35 feet West of and parallel with the East line of said Section 23 (the West right-of-way line of SW 187 Avenue), to the intersection with the Westerly extension of a line 35 feet South of and parallel with the North line of the Southwest 1/4 of the above mentioned Section 24 (the South right-of-way line of SW 336 Street, NW 7 Street); **THENCE** Easterly along said Westerly extension and along a line 35 feet south of and parallel with the North line of the Southwest 1/4 of the said Section 24 (the South right-of-way line of SW 336 Street, NW 7 Street) to the East line of the Southwest 1/4 of the said Section 24; **THENCE** Southerly along the East line of the Southwest 1/4 of said Section 24 to the intersection with a line 50 feet South of and parallel with the North line of the Southeast 1/4 of said Section 24 (the South right-of-way line of SW 336 Street, NW 7 Street); **THENCE** Easterly along said line 50 feet South of and parallel with the North line of the Southeast 1/4 of said Section 24(the South right-of-way line of SW 336 Street, NW 7 Street) to the Westerly right-of-way line of former Florida East Coast Railroad as shown on the above mentioned F.E.C. RAILROAD ACQUISITION MAP; **THENCE** Northerly along said Westerly right-of-way line of former Florida East Coast Rail Road to the North line of said Section 24 and the **POINT OF BEGINNING.**

PINELAND PARK AREA LEGAL DESCRIPTION

A portion Northwest 1/4 of Section 25, Township 57 South, Range 38 East Miami-Dade County, Florida, more particularly described as follows;

BEGIN at the intersection of the Westerly extension of the North right-of-way line of SW 2 Street (formerly known as 11 Street) as shown on the plat DETROIT FLORIDA according to the plat thereof as recorded in Plat Book 2, Page 74 of the Public Records of said Miami-Dade County, with the East line of the parcel of land described in the COUNTY DEED recorded in Official Record Book 20702, Pages 4612 and 4613 of the Public Records of said Miami-Dade County; **THENCE** Westerly along said Westerly

extension of the North right-of-way line of SW 2 Street to the intersection with the Northerly and Southerly extensions of the West right-of-way line of SW 8 Avenue as shown on PALM AVENUE HEIGHTS according to the plat thereof as recorded in Plat Book 29, Page 23 of the Public Records of said Miami-Dade County; **THENCE** Southerly along said Northerly and Southerly extensions West right-of-way line of SW 8 Avenue and along the West right-of-way line of SW 8 Avenue, as shown on said PALM AVENUE HEIGHTS, PROSPERITY PARK according to the plat thereof as recorded in Plat Book 61, Page 77 and GALICIA GARDENS according to the plat thereof as recorded in Plat Book 167, Page 36 of the Public Records of said Miami-Dade County, to the intersection with the Westerly extension of the South right-of-way line of SW 3 Terrace as shown on FRIEDLAND MANOR according to the plat thereof as recorded in Plat Book 62, Page 52 of the Public Records of said Miami-Dade County; **THENCE** Easterly along said Westerly extension and along the South right-of-way line of said SW 3 Terrace to the intersection with the Southerly extension of the above mentioned East line of the parcel of land described in the COUNTY DEED recorded in Official Record Book 20702, Pages 4612 and 4613; **THENCE** Northerly along said Southerly extension and along the East line of the parcel of land described in the COUNTY DEED recorded in Official Record Book 20702, Pages 4612 and 4613 to the **POINT OF BEGINNING.**

PACKING PLANT AREA LEGAL DESCRIPTION

A portion East 1/2 of Section 25, Township 57 South, Range 38 East Miami-Dade County, Florida, more particularly described as follows;

BEGIN at the intersection of the South line of the North 50 feet of said Section 25, also being the South right-of-way line of SW 344 Street (Palm Drive), with the West line of Parcel 1 described in the Special Warranty Deed Recorded in Official Record Book 17535, Pages 1374 thru 1377 of the Public Records of said Miami-Dade County also being the East right-of-way line of the transportation corridor shown on F.E.C RAILROAD ACQUISITION MAP, prepared by the Florida Department of Transportation, according to the plat thereof as recorded in Plat Book 124, Page 77 of the Public Records of said Miami-Dade County; **THENCE** Easterly along the South line of the North 50 feet of said Section 25 to the West right-of-way line of SW 177 Avenue (Krome Avenue) as shown on the Miami-Dade County Public Works Department Right-of-Way map of SW 177 Avenue (Krome Avenue) dated June 1982; **THENCE** Southerly along said West right-of-way line of SW 177 Avenue (Krome Avenue) to the intersection with the East line of said Section 25; **THENCE** Southerly along the East line of said Section 25 to the Northerly right-of-way line of SW 177 Court (SW 3 Avenue) also being a line 35 feet North of and parallel with the centerline of SW 177 Court (SW 3 Avenue) as described in the Quit Claim and Conveyance recorded in Official Record Book 23988, Pages 1576 thru 1579 of the Public Records of said Miami-Dade County; **THENCE** Northwesterly along said Northerly right-of-way line of SW 177 Court (SW 3 Avenue) to the Easterly line of Parcel 2 described in the Special Warranty Deed Recorded in Official Record Book 17535, Pages 1374 thru 1377 of the Public Records of said Miami-Dade County; **THENCE** Northwesterly along the Easterly line of said Parcel 2 to the South line of the Northeast 1/4 of said Section 25; **THENCE** Westerly along the South line of the Northeast 1/4 of said Section 25 to the above mentioned East right-of-way line of the transportation corridor shown on F.E.C RAILROAD ACQUISITION MAP; **THENCE**

Northwesterly along the said East right-of-way line of the transportation corridor shown on F.E.C RAILROAD ACQUISITION MAP to the **POINT OF BEGINNING.**

BUSWAY INFILL AREA LEGAL DESCRIPTION

A portion of DETROIT FLORIDA according to the plat thereof as recorded in Plat Book 2, Page 74 of the Public Records of Miami-Dade County Florida in the Southeast 1/4 of Section 24, Township 57 South, Range 38 East, in the city limits of Florida City, Miami-Dade County Florida, more particularly described as follows;

BEGIN at the intersection of the North right-of-way line of NW 4 Street (formerly known as Fifth Street) as shown on said DETROIT FLORIDA and the West right-of-way line of NW 3 Avenue (formerly Avenue B) as shown on said DETROIT FLORIDA; **THENCE** Easterly along said North right-of-way line of NW 4 Street and it's Easterly and Westerly extensions to the West right-of-way line of the former Florida East Coast Railroad as shown on F.E.C RAILROAD ACQUISITION MAP, prepared by the Florida Department of Transportation, according to the plat thereof as recorded in Plat Book 124, Page 77 of the Public Records of said Miami-Dade County; **THENCE** Southerly along said West right-of-way line of the former Florida East Coast Railroad to the intersection with the Easterly extension of the South right-of-line of NW 2 Street (formerly known as Seventh Street) as shown on said DETROIT FLORIDA; **THENCE** Westerly along the South right-of-way line of NW 2 Street and it's Easterly and Westerly extensions to the intersection with the Southerly extension of the above mentioned West right-of-way line of NW 3 Avenue as shown on said DETROIT FLORIDA; **THENCE** Northerly along the said West right-of-way line of NW 3 Avenue and it's Northerly and Southerly extensions to the North right-of-way line of said NW 4 Street and the **POINT OF BEGINNING.**

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item: 8(L)1(D)

File Number: 091426

Committee(s) of Reference: Housing & Community Development

Date of Analysis: May 18, 2009

Type of Item: Interlocal Cooperation Agreement Between the County, City of Florida City and the Florida City Community Redevelopment Agency

Commission District: 9

Background and Relevant Legislation

This item is related to item 3(J) which expands the boundaries of the City of Florida City Community Redevelopment Area (CRA).

The additional tax increment revenue contribution from the expanded boundaries is estimated at $2.7 million within the next 17 years (term life of the CRA). This interlocal will require the CRA to make a twenty (20%) reimbursement payment to the County for payments the County has made to the CRA Trust Fund (CRATF) which is valued at $540,000 over the remaining life of the CRA.

The County has only one other CRA reimbursement agreement and it is with the City of North Miami CRA (R-610-05). In this interlocal, the City of North Miami CRA is required to make tax increment revenue reimbursements derived from the area west of Biscayne Boulevard (or south of NE 135th Street). City of North Miami CRA FY2008 and FY2009 reimbursement payments to the County were $2,783,000 and $2,228,000, respectively.

The CRA term is limited to thirty (30) years. Once the CRA term is expired all the tax revenues deposited in the CRATF remaining will be returned to each taxing authority on a pro-rata basis.

Policy Change and Implication

Approval of this interlocal agreement will allow the County to receive reimbursement payments for its contribution payments to this CRA.

Prepared by:

Mia B. Marin