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

MEMORANDUM

Agenda Item No. 14(A)(18)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving Grant Agreement, as amended in the manner set forth in this resolution, between Oak Plaza Associates (Del.) LLC and Miami-Dade County relating to Grant in amount of $2,000,000.00 from Project 320 Economic Development Fund of Building Better Communities General Obligation Bond Program; authorizing County Mayor to execute and deliver amended Grant Agreement on behalf of County subject to successful negotiation of such amendment; and waiving requirements of Resolution No. R-130-06

Resolution No. R-740-16

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 19, 2016

To: Honorable Chairwoman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Relating to Grant Agreement between Oak Plaza Associates, LLC and Miami-Dade County and Authorizing its Execution for a Building Better Communities Economic Development Grant to Miami Design District NE 2 Avenue

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This item was amended at the July 14, 2016 Economic Prosperity Committee meeting to require the Grantee to attest to the veracity of all annual job certifications provided by its tenants and require that such affirmation be included in the Grantee's annual submission.

Recommendation

Attached for consideration by the Board of County Commissioners (Board) is a resolution that approves a Grant Agreement (Agreement) with Oak Plaza Associates, LLC (Grantee), which is associated with a previously approved allocation by this Board in the amount of $2 million from Building Better Communities General Obligation Bond (BBC-GOB) Program Project No. 320 Economic Development Fund in Targeted Urban Areas (Project No. 320) for Miami Design District NE 2 Avenue (GOB Project). The attached resolution also authorizes the County Mayor or County Mayor's designee to execute the Agreement on behalf of the County if approved by the Board.

It is recommended that the Board approve the Agreement between the Grantee and the County. Approval of this Agreement will fund certain public infrastructure improvements in connection with the Phase I and II construction of a multi-phase, 1,300,000 square foot international retail and cultural destination that will include a boutique hotel, restaurants, cultural attractions, and flagship retail stores for many of the world's top luxury brands (Development). Phase I of the Development was completed as of July 2011 and Phase II was completed as of June 2014.

The total anticipated cost of the public infrastructure is projected at $4,438,000.00. The Grantee will be responsible for the remaining $2,438,000.00 of the total project costs not covered under the Agreement. The Grantee shall also be responsible for the management of the overall GOB Project.

The Grantee has agreed to create or cause to be created 433 new full-time permanent jobs, each with an annual median salary of $35,000.00 or higher.

Furthermore, it is recommended that the Board waive the requirements of Resolution No. R-130-06, which requires that all contracts must be fully negotiated and executed by a non-County party, as the Grantee needs to re-execute the amended Agreement.

Scope

The GOB Project shall be constructed along NE 2 Avenue between 38 Street and 42 Street, and along connecting streets west of NE 2 Avenue that service, connect and provide public access to the Development, which is in County Commission District 3 represented by Commissioner Audrey M. Edmonson.

Although economic development opportunities and job creation are expected to accrue primarily in County Commission District 3, the overall impact of renewed economic activity and additional jobs that will result from the Development are expected to be countywide.

Fiscal Impact/Funding Source
The Agreement provides that $2 million from BBC-GOB Program Project No. 320 shall be made available to the Grantee on a reimbursable basis for costs related to the GOB Project. The funding source for the Agreement is BBC-GOB Program bond proceeds.

The County anticipates reimbursement funding under the Agreement to be made available in FY 2017-18. The Agreement will partially offset the cost of roadway improvements, drainage, underground utilities, crosswalks, pavement markers, pavers and concrete work, traffic signals and signage, street lights, landscaping and irrigation, and street furniture and amenities of eligible infrastructure.

Track Record/Monitor
Leland Salomon, Deputy Director of the Department of Regulatory and Economic Resources (Department), will be responsible for monitoring the Agreement.

Background
Pursuant to Resolution No. R-901-14 adopted on October 7, 2014, the Board approved a $2 million allocation from BBC-GOB Program Project No. 320 for the GOB Project and directed the County Mayor or County Mayor's designee to begin negotiating the terms of an agreement. A draft agreement document with standard terms under the BBC-GOB Program was sent to the Grantee and subsequent negotiations took place. As a result of the negotiation meetings with multiple potential grantees for BBC-GOB Program funding under Project No. 320, the Department recommended the following changes for all projects to be negotiated, which are incorporated into the attached Agreement:

- Payment of Grant – allowing for the division of the reimbursements into six (6) consecutive, equal payments – the first at 365 days following the Certificate of Occupancy ("Initial Disbursement") and one (1) payment at each of the subsequent five (5) anniversaries of the Initial Disbursement. This would be in lieu of a onetime reimbursement in full at the Initial Disbursement with an irrevocable letter of credit (or other similar collateral) for the full amount thereof to be kept in place for the following five (5) years. To the extent that in any of those following five (5) years the Grantee fails to meet its employment requirements, then a deduction will be made at the time of each annual payment for any percentage of uncertified employment in an amount commensurate with the percentage of uncertified employment. For instance, if only 80 percent of the employment requirement is certified, then that year's payment will be reduced by 20 percent.

- Default and Opportunity to Cure - in the event the County draws on a percentage of the Collateral or alternatively does not fund a percentage of the Grant, during any anniversary period due to a default of the Grantee there will be no opportunity for the Grantee to recoup the funds drawn/withheld.

- Job Creation - allowing for two (2) job classifications:
  1. Direct jobs – Direct jobs are those positions that the Grantee will certifies as its direct employees. Certification of direct jobs requires copies of Florida Department of Revenue Employer's Quarterly Report – Form UTC-6 (or their replacement form) filed with the State of Florida.
  2. Indirect jobs – Indirect jobs are those positions that the Grantee's tenant(s) certifies as direct employees. Certification of indirect jobs requires certification by the tenant's Certified Public Accountant or by the indirect job employer on its letterhead signed by an officer of the company and accompanied by an appropriate affidavit. As part of its annual report, the Grantee shall be required to submit an affidavit or other written affirmation attesting to the veracity of all such job certifications by its tenant(s).

The Agreement before the Board adequately addresses each of the applicable requirements in the BBC-GOB Program Administrative Rules (Administrative Rules), as amended by Resolution No. R-668-10.

Reimbursement to the Grantee in six (6) equal payments beginning on a date that is no earlier than 365 days from the date the Development is put into service will satisfy both the Federal reimbursement requirements, as well as the County's policy of certifying to there being a minimum of 433 new fulltime permanent jobs at the Development for five (5) years. Pursuant to the Agreement, all reimbursements to the Grantee shall be in accordance with the Administrative Rules.

Deviation(s) from the Allocation Memo accompanied by Resolution No. R-901-14

The Grantee has limited the scope of the infrastructure GOB Project to that portion that was included in Phase I and Phase II of the Development. The Grantee claims Phase I and Phase II are completed. Staff concurs with this change from the original scope of the project described in the application based on proper inspection of the completed infrastructure project.

As part of our negotiations, the Grantee has requested that the County reimburse the GOB Project's expenditures as they relate to Phase I and II of the Development once it is "substantially complete." Staff concurs with this change provided that staff is satisfied that the portion of the infrastructure GOB Project relating to Phase I and Phase II of the Development is substantially complete. Completion of this portion of the infrastructure work is scheduled for 2016.

Resolution No. R-901-14, which allocated $2 million of Project No. 320 funds, was based on an application from the Grantee stating that the average salary of the 433 new jobs would be $47,000.00. The Agreement has been changed by the Grantee to read "annual median salaries of $35,000.00." Staff concurs with this change, as the amount exceeds the County's Living Wage.

These deviations are incorporated into the attached Agreement before the Board for consideration.

Attachment

Jack Osterholt
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(18)

Please note any items checked.

_____ **"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**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(18)
7-19-16

RESOLUTION NO. R-740-16

RESOLUTION APPROVING GRANT AGREEMENT, AS AMENDED IN THE MANNER SET FORTH IN THIS RESOLUTION, BETWEEN OAK PLAZA ASSOCIATES (DEL.) LLC AND MIAMI-DADE COUNTY RELATING TO GRANT IN AMOUNT OF $2,000,000.00 FROM PROJECT 320 ECONOMIC DEVELOPMENT FUND OF BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND DELIVER AMENDED GRANT AGREEMENT ON BEHALF OF COUNTY SUBJECT TO SUCCESSFUL NEGOTIATION OF SUCH AMENDMENT; AND WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06

WHEREAS, pursuant to Resolution No. R-901-14 adopted on October 7, 2014 (the "Allocation Resolution"), this Board approved an allocation to OAK PLAZA ASSOCIATES (DEL.) LLC (Grantee) in the amount of $2,000,000.00 from Project No. 320 - Economic Development Fund in Targeted Urban Areas ("Project 320") of the Building Better Communities General Obligation Bond Program ("Bond Program"), subject to the approval by this Board of a grant agreement between the County and the Grantee, for the partial funding of certain public infrastructure improvements related to the completion of the Miami Design District NE 2 Avenue project (the "Project") as more particularly described in Section 2 of the Grant Agreement attached hereto as Attachment A; and

WHEREAS, this Board wishes to approve a grant to the Grantee in the amount of $2,000,000.00 from Project 320 funds ("Grant") and to enter into the attached Grant Agreement with the Grantee for the funding of public infrastructure costs for the Project in accordance with the administrative rules of the Bond Program (the "Administrative Rules"); and

WHEREAS, it is the best interest of the County and its citizens to enter into the Grant Agreement since the Project will be a catalyst for economic development and job creation as more fully described in the Grant Agreement; and

>>**WHEREAS,** on July 13, 2016, the Miami-Dade County Office of the Inspector General (OIG) submitted a memorandum to the County Mayor and this Board in which the OIG made several observations, comments and recommendations with respect to the Grant and the Grant Agreement; and

WHEREAS, specifically, the OIG recommended that the Grant Agreement be amended to require that the Grantee attest to the veracity of the annual new jobs certification, even if such certification is provided by the Grantee or its tenant(s); and

WHEREAS, this Board wishes to adopt and incorporate the above-mentioned recommendation by the OIG in the Grant Agreement; and<<[1]

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this resolution by reference,

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

>>Section 1.<< [[~~the~~]] >>The<<he Grantee is approved as a recipient of the Grant>>.<<

>>Section 2.<< [[~~, the~~]] >>The<<he Grant Agreement>>, as amended in the manner set forth in this Resolution,<< is approved in substantially the form attached to this Resolution as Attachment A>>.<<

>>Section 3.<< [[~~and the~~]] >>The<<he County Mayor or his designee is authorized to execute and deliver the >>amended<< Grant Agreement on behalf of the County.

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

>>Section 4. All authorizations and approvals provided in this Resolution are subject to the successful negotiation of the aforementioned amendment into the Grant Agreement and are not effective until an amended Grant Agreement is completed and submitted to the Clerk of the Board for inclusion in the record.

Section 5. This Board waives the requirements of Resolution No. R-130-06, which requires that all contracts must be fully negotiated and executed by a non-County party.<<

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

ATTACHMENT A

BUILDING BETTER COMMUNITIES
MIAMI-DADE COUNTY
GRANT AGREEMENT

Economic Development in Targeted Urban Areas–Miami Design District N.E. 2nd Avenue Project.
GOB Project Number 320

This Grant Agreement ("Agreement" or "Grant Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida ("County" or "Miami-Dade County"), through its governing body, the Board of County Commissioners ("Board") and Oak Plaza Associates (Del.), LLC, a Delaware Limited Liability Company ("Grantee") is entered into this day of , 2016 ("Effective Date").

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted a series of resolutions that authorized the issuance of $2.926 billion in general obligation bonds ("GOB") for capital projects and on November 2, 2004, a majority of those voting approved the bond program ("BBC GOB Program"); and

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of $352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 320 entitled "Economic Development in Targeted Urban Areas" with a project description of "provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" ("Project 320"); and

WHEREAS, the Board approved an allocation of $2,000,000.00 ("Grant") to the Grantee from Project 320 for certain public infrastructure improvements described in Section 4 of this Agreement ("GOB Project") in connection with the construction of a Development of a 1,300,000 square foot international retail and cultural destination that will include a boutique hotel, restaurants, cultural attractions, and flagship retail stores for many of the world's top luxury brands ("Development").

The Development will attract one or more new businesses or cause the expansion of existing businesses to the County which will result in the creation of 433 New Jobs (as defined in this Agreement) as described in Exhibit A to this Agreement ("Exhibit A"); and

WHEREAS, the County and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the Grant to the Grantee,

NOW THEREFORE, pursuant to resolution of the Board which specifically authorizes the County Mayor or County Mayor's designee to execute this Grant Agreement and any other related agreements and certificates and in consideration of the mutual promises and covenants contained in this Grant Agreement and the mutual benefits to be derived from this Agreement, the County and the Grantee agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Grantee and the County. The Board has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to as the "County Mayor." The County Mayor has assigned the responsibility for monitoring this Agreement to the Department of Regulatory and Economic Resources ("RER").

This Agreement shall take effect as of the date written above upon its execution by the County and the Grantee. Subject to Section 2 and Section 15 below, this Agreement shall have a term commencing on the Effective Date and expiring twenty-five (25) years from the Reimbursement Date (as such term is defined in Section 2 herein).

Section 2. Job Creation. Exhibit A sets forth the projected economic impact that the Development shall have on the community, including the number of new jobs to be created and the new business or expanded businesses that will result from the completion of the Development. The Grantee has agreed to create or cause to be created 433 New Jobs with annual median salaries of $35,000.00 or higher as described in Exhibit A ("Certified Jobs"). The Grantee agrees that it, and the Tenants of the Miami Design District Development shall, maintain or caused to be maintained the number of Certified Jobs for five (5) years from the date the County disburses the Grant proceeds to the Grantee (such date to be referred to herein as the "Initial Disbursement"). The County shall determine, as set forth in this Agreement, the number of Certified Jobs created and maintained on the anniversary date of each year following the Initial Disbursement ("Anniversary Date"). The County and the Grantee agree that "New Jobs" are defined as permanent full-time equivalent positions (36hrs/week) from: (i) new businesses located in the Development, (ii) existing businesses relocating to Miami-Dade County as a result of the Development, and/or (iii) business expansions of businesses already located in Miami-Dade County, and excludes construction jobs and jobs existing as of the commencement date of the construction of the Development, unless such jobs are permanent jobs created in connection with, and in anticipation of, the operation and management of the Development after the Development is completed, provided, however, such new permanent full time jobs shall be net of any permanent jobs eliminated as a result of the Development. The determination of the number of new jobs created and maintained shall be based on an annual report prepared and certified by (1) the Grantee's Certified

Public Accountant (CPA), (2) the Grantee's Tenant(s)' CPA or (3) an agent of the Grantee's Tenant who has been duly authorized to sign on behalf of the Tenant company, by a corporate manager or officer. >>In conjunction with such annual report, the Grantee shall submit an affidavit or other written affirmation attesting that the new jobs certifications in said report are true and correct to the best of the Grantee's knowledge and belief.<<

The Grantee agrees to comply with Section 2-1701 of the Code of Miami-Dade County, Florida ("County Code"), known as the Community Workforce Program, with a goal of having a minimum of 10% of the persons performing the construction trades and labor work for the Development construction be residents of Designated Target Areas (as such term is defined in Section 2-1701 of the County Code) and will aspire to have no less than seventy percent (70%) of the Certified Jobs offered first to residents of the Targeted Urban Area ("TUA") and to the extent any positions remain unfilled, to residents of Miami-Dade County as set forth in the hiring plan prepared by the Grantee and attached as Exhibit B to this Agreement.

Section 3. Conditions Precedent. The County shall have no obligation to fund the Grant pursuant to Section 5, and this Agreement shall be terminated and the parties shall no longer have any obligation to each other pursuant to this Agreement if any one or more of the following conditions are not met:

(a) Construction of the GOB Project is commenced by the date set forth in the Construction Schedule attached as Exhibit C ("Construction Schedule") or any other date approved by the County Mayor after written request from the Grantee;

(b) Construction of the GOB Project is substantially complete by the date set forth in the Construction Schedule or any other date approved by the County Mayor after written request from the Grantee;

(c) On or before the date that is three hundred and sixty-five (365) days from the date of the Certificate of Occupancy ("CO"), Certificate of Completion ("CC"), or other similar authorization from the appropriate jurisdiction indicating completion of the GOB Project, the County is in receipt of written evidence from the Grantee and acceptable to the County Mayor that Certified Jobs have been created or;

(d) The Grantee agrees to submit written evidence to the County within sixty (60) days of the date of this Agreement (or such additional period as is approved by the Board of County Commissioners that it has secured financing acceptable to the County sufficient to complete the Development.

If any one or more of (a)-(d) above are not met, the County shall send written notice to the Grantee of the termination of this Agreement within fifteen (15) days following the date on which any one of the conditions are not met. Failure by the County to send notice timely shall not affect the termination of this Agreement which shall be effective thirty (30) days following the date on which any one of the conditions in (a)-(d) above are not met.

Section 4. **Development.** The Grantee shall construct a 1,300,000 square foot international retail and cultural destination that will include a boutique hotel, restaurants, cultural attractions, and flagship retail stores for many of the world's top luxury brands. Phase I and Phase II of the Development have been completed as follows: Phase I was complete as of July 2011 and Phase II was complete as of June 2014. This GOB Project is specifically tied to Phases I and II of the Development, which are now complete.

The GOB Project will consist of roadway construction, drainage, underground utilities, crosswalks, pavement markers, pavers and concrete work, traffic signals and signage, street lights, landscaping and irrigation, and street furniture and amenities of eligible infrastructure ("Eligible Capital Costs"). The GOB Project shall be constructed along N.E. 2nd Avenue from 38th Street to 42nd Street, and along connecting streets west of N.E. 2nd Avenue that service, connect and provide public access to the Development. Grantee expressly represents and agrees that the GOB Project serves a public purpose, is public infrastructure as required by the ballot question and Appendix A and will be used to fund capital costs as required by the Constitution and the Laws of the State of Florida ("State").

The budget for the Development, which includes the projected GOB Project costs and funding sources, is attached as Exhibit D. If the Grantee wishes to revise the GOB Project or amend the GOB Budget for the purpose of completing the GOB Project and such revisions do not materially alter the original GOB Project or reduce the cost of the GOB Project in the budget by fifteen percent (15%) or less, the Grantee shall request in writing that the County Mayor review and approve such revisions. The County Mayor shall have thirty (30) days from the date the request was received to make a final determination. If the Grantee disagrees with the County Mayor's decision to reject the revision, the County Mayor shall present the revision to the Board if requested by the Grantee. Any material change in the GOB Project or change to the costs in the budget of more than fifteen percent (15%) shall require Board approval and shall result in a corresponding reduction in the amount of the Grant.

Section 5. **Payment of Grant.** The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section 5. The County shall reimburse the Grantee for Eligible Capital Costs incurred in connection with the GOB Project solely from legally available GOB bond and/or note proceeds. Eligible Capital Costs shall not include any costs incurred by the Grantee prior to April 13, 2015. The County shall not reimburse the Grantee for any Soft Costs that exceed twenty percent (20%) of the Grant. Soft Costs are defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules"). The County assumes no obligation to provide financial support of any type to the Grantee for the GOB Project in excess of the Grant amount. Cost overruns are the responsibility of the Grantee.

The County shall only be obligated to reimburse the Grantee provided the Grantee is not in breach of this Agreement and the Certified Jobs have been created. The County's reimbursement obligation is subject to and contingent upon the availability

of funding solely from BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation required by this Agreement and the Administrative Rules to the Department of RER for reimbursement of all Eligible Capital Costs. Provided this Agreement has not been terminated pursuant to Section 3 or Section 15 of this Agreement and all the conditions set forth in this Section 5 are met by the Grantee, the Grant shall be remitted by the County to the Grantee into six (6) consecutive, equal payments – the first at 365 days following the CO, CC or other similar authorization from the appropriate jurisdiction indicating completion ("Initial Disbursement") and one payment at each of the subsequent five (5) anniversaries of the Initial Disbursement. To the extent that in any year, Grantee fails to meet its employment requirements, then a deduction will be made at the time of each annual payment for any percentage of uncertified employment in an amount commensurate with the percentage of uncertified employment (i.e. if only 80% of the employment requirement is certified, then that year's payment will be reduced by 20%). An administrative fee no more than one percent (1%) of the awarded Grant shall be deducted as defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules").

Section 6. Reports. The Grantee shall also submit a written report to the County Mayor on or prior to September 30th of each year subsequent to the Initial Disbursement date and on each September 30th thereafter through the termination date of this Agreement, demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, is in compliance with this Agreement and is in compliance with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and/or accounting for the expenditure of the Grant funds be prepared by an independent certified public accountant selected by, and at the expense of, the Grantee.

If the Grantee fails to submit the required reports to the County on the dates as required above, the County Mayor may terminate this Agreement in accordance with Section 15. The County Mayor shall approve or reject all reports received from the Grantee within forty-five (45) days of receipt. Grantee shall have thirty (30) days to re-submit any reports that are rejected by the County Mayor.

Section 7. Program Monitoring; and Evaluation. The County Mayor may monitor and conduct an evaluation of the Grantee's operations related to the GOB Project and the Development, which may include visits by County representatives to: observe the GOB Project or Grantee's operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of the GOB Project. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact the Grantee's ability to fulfill the conditions of this Grant award, the County Mayor shall provide to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, written notice of the County Mayor's concerns. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such written notice from the County Mayor, the County Mayor, at his or her discretion, may take other actions which may include

reduction or rescission of the Grant award, or withholding the Grant until such time as the Grantee can demonstrate that such issues have been corrected. If the Grantee refuses or is unable to address the areas of concern, the County Mayor shall seek reimbursement of the Grant funds from the Grantee. The County Mayor may also institute a moratorium on applications from the Grantee for other County grant programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

Section 8. Accounting; Access to Records; and Audits. The Grantee shall maintain accurate and complete books and records for all receipts and expenditures of the Grant proceeds in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by the Grantee for at least three (3) years after the later of: the payment of the Grant by the County to the Grantee; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant, the Grantee and/or GOB Project or activities related to the Grant.

The County Mayor may examine all of the books, records and documents pertaining to the Grant at the Grantee's offices or other Grantee approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, related to the Grant and the GOB Project.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses,

administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from OIG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees. The County recognizes that work commenced on this GOB Project prior to the execution of this Agreement and therefore Grantee may be bound by contracts that do not permit the application of all of the provisions of this section. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement from the date of execution of this Agreement and shall facilitate, to the extent feasible, retroactive application of the provisions of this section. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 9. Publicity; Advertisements; and Naming Rights. It is understood and agreed that the GOB Project which is part of the overall Development is funded by the County through the Grant paid to the Grantee. Further, by acceptance of the Grant funds, the Grantee agrees that the GOB Project shall recognize and adequately reference the County as a funding source by including the following credit line in all promotional marketing materials related to the GOB Project including, but not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, stationery, web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS GOB PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated above. The Grantee shall submit samples of mock-up of such publicity or materials to the County for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the GOB Project, are informed that the County is its funding source for the GOB Project.

In the event that any naming rights or advertisement space is offered on the GOB Project, the County's name, logo, and slogan shall appear on the GOB Project not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board.

Section 10. Representations and Covenants of the Grantee. The Grantee, by acceptance and execution of this Agreement, represents and covenants that:

(a) The Grantee, Oak Plaza Associates (Del.), LLC., is in good standing under the laws of the State of Delaware.

(b) This Agreement has been duly authorized by the governing body of the Grantee, and it has granted its Vice President or designee, the required power and authority to execute and deliver this Agreement.

(c) The Grantee covenants that the Development and the GOB Project will result in New Jobs and businesses as set forth in Exhibit A and that the GOB Project, serves a public purpose.

(d) The Grantee owns or has legal control over the land on which the GOB Project will be built, or ownership is vested in Miami-Dade County.

(e) The Grantee covenants to (i) maintain the GOB Project or cause it to be maintained for a minimum of twenty-five (25) years from the date the GOB Project receives a CO, CC or other similar authorization from the appropriate jurisdiction indicating completion; (ii) keep the GOB Project open safely and properly maintained for all Miami-Dade County residents; and (iii) allow all Miami-Dade County residents equal access and use of the GOB Project at no less favorable terms than those extended to all other County residents and tenants and business patrons of the overall Development. This provision shall survive the expiration of this Agreement.

(f) The Grantee agrees to accept and comply with the Administrative Rules with respect to the Grant and the GOB Project. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules with respect to the Grant and the GOB Project to the County Mayor or County Mayor's designee.

(g) The Grantee agrees to certify to the County the date on which the GOB Project receives a CO, CC, or other similar authorization from the appropriate jurisdiction indicating completion. Such certification shall be provided to the County no later than thirty (30) days from the date of the CO, CC or other similar authorization from the appropriate jurisdiction indicating completion.

(h) Grantee covenants to pay wages and rates in accordance with the requirements of Section 2-11.16 of the County Code with respect to the GOB Project.

(l) The Grantee agrees that it is solely responsible for any cost overruns on the Development and the GOB Project and that the County is not responsible for the funding of the Development and/or the GOB Project, other than from the Grant pursuant to Section 5 of this Agreement.

Section 11. Representation of the County. The County, by acceptance and execution of this Agreement, represents and covenants that:

(a) The County is a political subdivision of the State duly created and validly existing under the Constitution and the laws of the State.

(b) The County has full legal right, power and authority to enter into and deliver this Agreement.

(c) The Agreement has been duly approved by the Board, as the governing body of the County, and it has granted the County Mayor or the County Mayor's designee, the requisite power and authority to execute and deliver this Agreement.

(d) The GOB Project and the creation of New Jobs upon the completion of the Development serve a public purpose and are in the best interest of the citizens of the County.

Section 12. Relationship of the Parties; Liability; and Indemnification. It is expressly understood and intended that the Grantee, as the recipient of the Grant funds, is not an agent, joint venturer, collaborator or partner of the County, the Board, the County Mayor and RER administering the Grant. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Development, and the GOB Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Development, and the GOB Project. The Grantee may subcontract as necessary to complete the Development, including entering into subcontracts with vendors for services and commodities, provided that, from the date of execution of this Agreement, the Grantee include in its agreements with each subcontractor that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee 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 construction and operation of the Development, including the GOB Project, and the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee shall pay all claims and losses in connection with each 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 attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as in this Section and this Agreement.

Section 13. Assignment. The Grantee is not permitted to assign this Agreement in full or in part except with the approval of the Board. Any purported assignment without the approval of the Board will render this Agreement null and void and result in the immediate rescission of the full amount of the Grant and its reimbursement by the Grantee of its full value to the County. If Grantee assigns its rights hereunder to an assignee, Grantee shall remain jointly and severally liable along with any such assignee and the County shall be permitted to enforce the provisions of this Agreement directly against Grantee or any such assignee of Grantee. In the event of an assignment, Grantee shall cause the assignee to expressly assume in writing and agree to perform all of the covenants, duties and obligations of Grantee hereunder.

Section 14. Compliance with Laws. With regard to the GOB Project, it shall be a contractual obligation of the Grantee under this Agreement and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the GOB Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the GOB Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of The Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract entered into after the execution of this Agreement, to include a provision that the contractor shall comply with all requirements of Section 2-1076 as provided in this Section 15, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access to such records as provided in this Agreement.

Section 15. Default and Opportunity to Cure; Remedies; Termination; and Other Grants.

(a) Each of the following shall constitute a default by the Grantee:

(1) Grant funds are used by the Grantee at any time for costs that are ineligible for reimbursement pursuant to this Agreement, Appendix A and the laws of the State;

(2) The Grantee fails to maintain the Certified Jobs by any of the first five (5) Anniversary Dates as required by this Agreement such that more than ten percent (10%) of the Certified Jobs are no longer filled by any such Anniversary Date.

(3) The Grantee breaches any of the other covenants or provisions in this Agreement other than as referred to in Section 15(a)(1) and the Grantee fails to cure its default within forty-five (45) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the Grantee immediately commences and continues to diligently seek a cure.

(b) County Default. The County shall be in default if it breaches any of the covenants or provisions in this Agreement and the County fails to cure its default within

forty-five (45) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the County immediately commences and continues to diligently seek a cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 15(a)(1), in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all Grant funds provided by the County pursuant to this Agreement for all expenses deemed ineligible for reimbursement by the County. Payment by the Grantee shall be by certified check made payable to the Miami-Dade County Board of County.

(2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(5) The parties are not precluded from seeking any other remedies not enumerated in this Section 15(c) that may be available under the law.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 15(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any

liability for breach of this Agreement for events or obligations arising prior to such termination.

(e) Other Grants. In the event the Grantee is required to repay the Grant to the County pursuant to Section 15(c)(1), the Grantee is not eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee repays the Grant to the County.

Section 16. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 17. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128

Grantee:

Oak Plaza Associates (Del.), LLC
3841 NE 2nd Ave, Suite 400
Miami, FL 33137
Attention: Steven Gretenstein

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

With a copy to:
The County Attorney,
111 NW 1 Street, Suite 2800
Miami, Florida 33128

Section 18. **Captions.** Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 19. **Contract Represents Total Agreement.** This Agreement, and its attachments, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 20. **Litigation Costs; Laws; and Venue.** In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 21. **Invalidity of Provisions; and Severability.** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 22. **Insurance.** The Grantee must maintain and shall furnish upon request to the County Mayor, certificates of insurance indicating that insurance has been obtained which meets the requirements as determined by the County's Risk Management.

Section 23. **Indemnification and Insurance.** Grantee 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 Grantee or its employees, agents, servants, partners principals or subcontractors. Grantee 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 issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Grantee shall furnish to the Department of Regulatory and Economic Resources, Planning Research and Economic Analysis 111 N.W. 1st Street – Suite 1220 Miami, Florida 33128-1900, Certificate(s) of Insurance which indicate that insurance coverage for the GOB Project, other than work which has been completed, has been obtained which meets the requirements as outlined below:

(a) Worker's Compensation Insurance for all employees of the Grantee and the Contractor as required by Florida Statute 440.

(b) Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

(d) Professional Liability Insurance (if applicable) in the name of the licensed design professional employed by the contractor in an amount of not less than $1,000,000.00.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligation under this section or under any other section of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA

By:_____
Name:
Title:

Approved by County Attorney as
to form and legal sufficiency.

By:_____

GRANTEE:
Oak Plaza Associates (Del.), LLC

Federal Identification #:_____

by MIAMI DESIGN DISTRICT ASSOCIATES MANAGER, LLC, its manager

By:_____
Name: Steven Gretenstein
Title: Vice President

Exhibit A

Miami Economic Associates, Inc.

September 7, 2015

Miami-Dade County
Miami, Florida

Oak Park Plaza Associates (Del), LLC
Miami, Florida

Re: Employment and Related Economic Benefits
Miami Design District Project

Dear Sirs:

Miami Economic Associates, Inc. (MEAI) has performed an analysis to estimate the employment that will result from the development and operation of the Design District Project (MDDP) within the City of Miami and the payrolls and other economic benefits associated with that employment. In conducting our analysis, we considered both the non-recurring employment opportunities that will be created while the project is being constructed as well as the number of permanent workers that will be employed at the project as construction is completed on a phased basis.

Since MDDP is being developed on a phased basis, the discussion of permanent employment addresses both the total number of permanent jobs that will be available when construction of each phase of the project has been completed and all the space in the phase is absorbed as well as the employment created by the project as of July 31, 2015. For the purpose of this analysis, the permanent on-site employment is expressed in terms of full-time equivalents (FTE's). The actual number of people employed on-site will likely be greater than the number of FTE's estimated because several of the industry sectors that will be represented on-site such as retail trade, food and beverage service and hospitality typically hire substantial portions of their workers on a part-time basis.

The bulleted paragraphs that follow summarize the key findings of our analysis.

- The analysis performed by MEAI considered the development that would occur at MDDP through the third phase of its development, which is described by use and phase in the table below. It also considered the parking facilities that would be developed during the second and third phases of the project, which will have the capability to accommodate 1,976 vehicles.

6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (866) 496-6107 Email: meaink@bellsouth.net

Miami Design District Project By Phase and Use (Square Feet of Leasable Area)					
Use	**Existing**	**Phase I**	**Phase II**	**Phase III**	**Total**
Retail	213,558	35,552	236,134	224,290	709,534
Restaurant	6,755	0	7,275	21,611	35,641
Office	64,734	27,561	18,077	8,950	119,322
Hotel	0	0	0	86,510 ***	86,510
Total	**285,047**	**63,113 ****	**261,486**	**341,361 ******	**951,007**

** Includes 54,961 square feet of existing space that was substantially modified/re-purposed.
*** 119 keys.
***** Includes 74,129 square feet of existing space that will be substantially modified.re-purposed.

Source: Oak Plaza Associates, LLC; Miami Economic Associates, Inc.

- A total $808.7 million will be spent to develop Phases I, II and III of MDDP in terms of hard construction costs. Utilizing the IMPLAN Input-Output Model, MEAI estimates that the those expenditures will generate more than 7,000 direct construction jobs and 4,600 indirect and induced jobs, resulting in the payment of nearly $615.0 million in wages and salaries and generating more approximately $775.5 million in value added.[1] Phases I and II are now substantially complete, with the result that the approximately the 5,600 direct, indirect and induced jobs estimated for those two phases of construction have already been generated; however, given the temporary nature of construction-related employment, the preponderance of those jobs no longer exist. Phase III will generate 6,022 direct, indirect and induced jobs. Of that number, approximately 3,630 will be direct jobs on-site between now and the fourth quarter of 2017 when Phase III will be fully completed.

- MDDP will have the potential to provide employment for 4,052 workers on annual basis after Phase III of the development is completed, inclusive of jobs for 2,681 direct workers on-site and 1,371 indirect and induced workers. These workers will collectively earn approximately $173.3 million on an annual basis and annually generate nearly $270.0 million in value added (2015 Dollars).

- As of July 31, 2015, a total of 609,546 square feet of space were operational --- or nearly so --- at the MDDP ,inclusive of: 1) the 285,047 square feet of existing space; 2) the 63,114 square feet of space newly developed or substantially modified/re-purposed during Phase I; and 3) the 261,486 developed during Phase II. However, for the purpose of determining the extent to which the project has been instrumental to date in creating new jobs, neither the employment contained within the existing space nor that housed within the space developed or modified/re-purposed during Phase I was considered since most, though not all, of those employees had either

[1] Indirect workers are people employed by businesses related to the construction sector including, for example, architectural and engineering firms, building materials suppliers or the truckers that haul materials to the job site. Induced workers are people employed in businesses across the economy in which the direct and indirect workers spend their earnings to provide for their families illustratively including people employed in supermarkets, banks and doctor's offices.

been there previous to the commencement of the project or were relocated from buildings demolished to make way for the development of Phases II and III. Accordingly, only the jobs housed in the space developed in Phase II were counted. The table below summarizes the employment potential in terms of direct jobs of the Phase II space by use and the number of jobs created to date based on the leasing activity that had occurred as of July 31, 2015.

Job Creation
Phase II Only
Miami Design District Project
As of July 31, 2015

Use	Total Square Feet	Potential Employment**	Leased Square Feet***	Jobs Created**
Retail	236,134	590	200,143	500
Restaurant	7,275	36	7,275	36
Office	18,077	72	7,230	29
Total	**261,486**	**698**	**214,648**	**565**

** Assumes 2.5 FTE's per 1,000 square feet of retail space, 5 FTE's per 1,000 square feet of restaurant space and 4 FTE's per 1,000 square feet of office space.
*** Includes 31,889 square feet of retail space and 7,230 square feet of office space that was leased and on which rent was being collected while the requisite tenant improvements were being completed.

Source: Oak Plaza Associates, LLC; Miami Economic Associates, Inc.

Project Description

MDDP is located in the City of Miami in an area bounded by the Florida East Coast Railway right-of-way, which is located immediately west of Biscayne Boulevard, on the east, NE 38th Street on the south, the western frontage of North Miami Avenue on the west and NE 42nd Street on the north. The buildings that will comprise the project will not all be contiguous to each other with the result they will be situated on a total of 13 blocks ,within the delineated area with portions of many of those blocks also occupied by properties that are not part of MDDP.

MDDP, which will be developed in phases, will be comprised of a mixture of existing buildings, some of which will be significantly modified in terms of their facades as well as in terms of tenant improvements, and buildings that will be newly constructed. As part of the project, parking facilities capable of accommodating 1,976 vehicles will be constructed with that activity occurring during the second and third phases of development.

After the third phase of development, MDDP will include more than 700,000 square feet of retail space, which will be tenanted by many of the brand names associated with luxury goods including a number of the labels affiliated with Louis Vuitton Moet Hermes (LVMH). As shown in the table below, after Phase III of development is completed, the project will also include more than 35,600 square feet of restaurant space, nearly 120,000 square feet of office space and a 119-key full-service hotel.

Miami Design District Project
By Phase and Use
(Square Feet of Leasable Area)

Use	Existing	Phase I	Phase II	Phase III	Total
Retail	213,558	35,552	236,134	224,290	709,534
Restaurant	6,755	0	7,275	21,611	35,641
Office	64,734	27,561	18,077	8,950	119,322
Hotel	0	0	0	86,510 ***	86,510
Total	**285,047**	**63,113 ****	**261,486**	**341,361 ******	**951,007**

** Includes 54,961 square feet of existing space that was substantial modified/re-purposed.
*** 119 keys.
***** Includes 74,129 square feet of existing space that will be substantial modified/re-purposed.

Source: Miami Design District Associates, LLC; Miami Economic Associates, Inc.

It should be noted that after the third phase of development is completed, development rights would continue to exist that would permit approximately 1.4 million square feet of space to be added to MDDP on other properties in the area delineated above. At that point in time, Oak Plaza Associates would also possess the rights to develop 600,000 square feet space on properties it controls proximate to but outside the delineated area. Since the development program for this additional space has not been finalized, it was not considered in the analysis summarized in this report. Also not considered in this analysis were improvements that might be made to properties in the area delineated above that are not controlled by Oak Plaza Associates in order to take advantage of activity created by the development of MDDP.

The primary focus of the analysis summarized in this letter report was on jobs. However, it should be noted that the MDDP will materially contribute to the economic well-being of Miami-Dade County in another important way. When completed, the project will comprise one of those most significant concentrations of luxury goods retailing to be found anywhere in the United States, if not the world. Oak Plaza Associates anticipates that at that time, the 745,000 square feet of retail and restaurant space will record sales volumes on an annual basis exceeding more $2,500 per square foot, or more than $1.86 billion in total (2015 Dollars). They further anticipate that substantial portions of these sales will be generated by tourists to Miami-Dade County from both within the United States and from other countries. Included among these tourists will be people for whom taking advantage of the shopping opportunity that the project represents will be their primary reason for visiting as well as people who may being visiting for other reasons but who extend their stay to shop and the MDDP. Regardless, they will infuse significant amounts of funds into the County's economy, with the moneys spent not only including their expenditures at the project itself but also those made for lodging, food and beverage, entertainment and attractions, rental cars and other local transportation.

Construction Employment

Construction of Phases I, II and III of MDDP will cost a total of approximately $808.7 million in terms of hard costs inclusive of those associated with tenant improvements, with the following amounts being spent in each phase:

- Phase I: $6,500,000
- Phase II: $383,582,400
- Phase III: $418,616,600

Phase I of development of MDDP began during the summer of 2011. At this time, that phase as well as Phase II have been substantially completed and the development of Phase III has commenced. It is expected that the construction of Phase III will be completed during the first quarter of 2017 except for one building containing 22,000 square feet of leasable retail space which will not be completed until the fourth quarter of 2017.

MEAI employed the IMPLAN Input-Output Model to estimate the employment that would be generated by the expenditure of $808.7 million on the hard construction of the first three phases of MDDP. A description of the model's methodology is provided in the Attachment to this report. In addition to estimating the number of direct workers employed on-site to construct the project, the model also estimates the number indirect and induced workers employed as a result of the development of MDDP. The Indirect workers are people employed by businesses related to the construction industry including, for example, architectural and engineering firms, building materials suppliers and the truckers who haul materials to the job site. Induced workers are people employed in businesses across the economy in which the direct and indirect workers spend their earnings to provide for their families. Accordingly, their numbers could illustratively include people who work in a supermarket, banks and medical offices.

In addition to estimating the number of direct, indirect and induced workers employed as a result of the construction activity associated with MDDP, the IMPLAM Input-Output Model also estimated the earnings of those workers as well as the value added and the total output that would be generated. The table on the top of the next page summarizes the estimates generated by the model.

Construction Employment and Other Economic Benefits By Phase Miami Design District Project			
Phase/ Employment Category	Employment	Earnings	Value Added
Phase I			
Direct	56	$3,019,185	$3,135,050
Indirect	16	$887,787	$1,314,229
Induced	21	$1,011,142	$1,754,229
Total	93	$4,918,114	$6,204,238
Phase II			
Direct	3,322	$178,886,729	$185,751,696
Indirect	926	$52,601,395	$77,868,096
Induced	1,261	$59,910,181	$103,981,319
Total	5,509	$291,398,305	$367,601,111
Phase III			
Direct	3,631	$195,492,248	$202,994,469
Indirect	1,012	$57,484,225	$85,096,358
Induced	1,379	$65,471,464	$113,633,594
Total	6,022	$318,447,937	$401,724,421
Total Project			
Direct	7,009	$377,398,162	$391,881,215
Indirect	1,954	$110,973,407	$164,278,684
Induced	2,261	$126,392,787	$219,369,871
Total	11,624	$614,764,356	$775,529,770
Source: Oak Plaza Associates, LLC; Minnesota IMPLAN; Miami Economic Associates, Inc.			

As evidenced above, over the entirety of the period that Phases I, II and III of MDDP are being constructed, it will generate more than 7,000 direct construction jobs and 4,615 indirect and induced jobs and the earnings of those employed will total nearly $615.0 million. More than $775.5 million in value added will be produced. As discussed above, Phases I and II are substantially complete, with the result that the 5,602 direct, indirect and induced estimated for those two phases of construction have already been created; however, given the temporary nature of construction-related employment, the preponderance of those jobs no longer exist. Phase III will generate 6,022 direct, indirect and induced jobs. Of that number, approximately more than 3,630 of them will constitute direct employment on-site between now and the fourth quarter of 2017 when Phase III will be fully completed.

Permanent Employment

As discussed above, MDDP when fully developed will include retail and restaurant space as well as office space and a 119-key full-service hotel. Based on conventional ratios of the number of workers employed on a FTE basis per 1,000 per square feet of space or per hotel room, MEAI estimated a total of 2,681 people would be employed on a FTE basis at MDDP after the development of Phase III is completed. Included in that number are approximately 170 people would be employed to manage and maintain the project, operate its parking facilities and to provide security for the tenants and their patrons. In developing the estimate of total employment, the following assumptions were used with respect to MDDP's various components.

- Given the luxury orientation of the retailers that will tenant the project, they will be expected to provide a high level of customer service to their patrons. It was, therefore, assumed that they would employ an average of 2.5 FTE workers per 1,000 square feet, which is a figure at the upper end of the conventional range for retail establishments. It was further assumed that 75 percent of the 1,773 total workers would be employed by establishments selling apparel and accessories (NAICS Code 448), 10 percent by establishments offering furniture and home furnishings (NAICS Code 442), 10 percent in establishment offering miscellaneous shoppers goods (NAICS Code 453) and 5 percent in personal services establishments (NAICS Code 812).

- It was assumed that the restaurants would employ an average 5 workers on a FTE basis per 1,000 square feet, reflecting the fact that they would generally provide sit-down service. The NAICS Code for restaurant workers is 722.

- With the respect to the proposed office space, it was assumed that an average 4 workers would be employed on a FTE equivalent basis per 1,000 square feet. It should be noted that this assumption has conventional used for many years; however, there is increasing evidence that the number of office workers per 1,000 square feet has been increasing in recent years. It was further assumed that 70 percent of the office workers employed at MDDP would be employed by professional services firms (NAICS Code 541) while 15 percent would be employed in the financial sector (NAICS Code 52) and 15 percent in business services (NAICS Code 561).

- The proposed hotel was assumed to employ 0.7 workers per room on a FTE basis. The assumed figure, which is at the low end of the conventional range for full-service hotels reflects that a facility with only 119 keys is likely to have limited amounts of meeting and function business. The NAICS Code for hotel workers is 721.

By entering the projected on-site permanent employment by NAICS Code and phase into IMPLAN Input-Output Model, MEAI was able to estimate the potential indirect and induced employment that would also result from the operation of MDDP as well as the total wages and salaries potentially associated with all three categories of workers in

combination and the value added that would potentially be generated. The table below summarizes that results of that analysis. In reviewing the table, it should be noted that the results shown for Phase I take into account not only the new space that would be constructed during that phase but also 285,047 square feet of existing space that has already been integrated into the project.

Potential Permanent Employment and Other Economic Benefits By Phase Miami Design District Project

Phase/ Employment Category	Employment	Earnings	Value Added
Phase I **			
Direct	1,094	$42,903,559	$62,106,452
Indirect	254	$13,267,994	$22,196,976
Induced	306	$14,529,817	$25,232,621
Total	1,654	$70,701,370	$109,536,049
Phase II			
Direct	745	$29,233,308	$42,317,632
Indirect	173	$9,040,447	$15,124,410
Induced	208	$9,900,218	$17,192,815
Total	1,126	$48,173,973	$74,634,857
Phase III			
Direct	842	$33,018,916	$47,967,612
Indirect	195	$10,211,152	$17,082,967
Induced	235	$11,182,261	$19,419,223
Total	1,272	$54,412,329	$84,299,802
Total Project			
Direct	2,681	$105,155,783	$152,221,696
Indirect	622	$32,519,593	$54,404,353
Induced	749	$35,612,296	$61,844,659
Total	4,052	$173,287,672	$268,470,708

** For the purpose of this portion of the analysis, the estimates for Phase I take into consideration the new space constructed during that phase as well as 285,047 square feet of existing space that has been integrated into the project.

Source: Oak Plaza Associates, LLC; Minnesota IMPLAN; Miami Economic Associates, Inc.

As evidenced in the table above, after Phase III of MDDP has been completed, the operations of the project will be expected to provide employment for 4,052 workers on annual basis, inclusive of 2,681 direct workers on-site and 1,371 indirect and induced workers. These workers will collectively earn approximately $173.3 million on an annual basis and annually generate nearly $270.0 million in value added (2015 Dollars).

Job Creation to Date

As of July 31, 2015, a total of 609,546 square feet of space were operational --- or nearly so --- at the MDDP ,inclusive of: 1) the 285,047 square feet of existing space; 2) the 63,114 square feet of space newly developed or substantially modified/re-purposed during Phase I; and 3) the 261,486 developed during Phase II. However, for the purpose of determining the extent to which the project has been instrumental to date in creating new jobs, neither the employment contained within the existing space nor that housed within the space developed or modified/re-purposed during Phase I was considered since most, though not all, of those employees had either been there previous to the commencement of the project or were relocated from buildings demolished to make way for the development of Phases II and III. Accordingly, only the jobs housed in the space developed in Phase II were counted. The table below summarizes the employment potential in terms of direct jobs of the Phase II space by use and the number of jobs created to date based on the leasing activity that had occurred as of July 31, 2015.

Job Creation
Phase II Only
Miami Design District Project
As of July 31, 2015

Use	Total Square Feet	Potential Employment**	Leased Square Feet***	Jobs Created**
Retail	236,134	590	200,143	500
Restaurant	7,275	36	7,275	36
Office	18,077	72	7,230	29
Total	**261,486**	**698**	**214,648**	**565**

** Assumes 2.5 FTE's per 1,000 square feet of retail space, 5 FTE's per 1,000 square feet of restaurant space and 4 FTE's per 1,000 square feet of office space.
*** Includes 31,889 square feet of retail space and 7,230 square feet of office space that was leased and on which rent was being collected while the requisite tenant improvements were being completed.

Source: Oak Plaza Associates, LLC; Miami Economic Associates, Inc.

Closing

The construction associated with the development of MDDP has already generated thousands of direct, indirect and induced jobs although due the temporary nature of construction employment many of the direct, indirect and induced jobs previously created no longer exists. However, as the development process continues from now through the end of the fourth quarter of 2017, more than 4,200 direct, indirect and induced construction-related jobs will be generated.

As of July 31, 2015, approximately 610,000 square feet of space is available for occupancy at MDDP, with slightly more than 85 percent of that space being occupied. MEAI estimates that as of that date, a total of 565 jobs had been created on-site.

MEAI has appreciated having the opportunity to perform the analysis summarized above. We are available to respond to any questions you may have about the contents of this letter.

Sincerely,
Miami Economic Associates, Inc.

Andrew Dolkart
President

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Appendix
Minnesota IMPLAN Input-Output Model

The Minnesota IMPLAN Input-Output Model relies on multiplier analysis which quantifies the cumulative effect of dollars inserted into the regional economy. As a dollar moves through the region, it creates additional revenue for linked businesses and/or their employees who also spend that money. More simply, expenditures dispersed by one entity become revenue to another, continuing an economic cycle which ultimately dissipates, bleeding into other regions or areas. Although a number of economic models are available, they work in fundamentally similar ways and center on the same indicators. The Minnesota IMPLAN model was initially created over 35 years ago at the University of Minnesota and has been upgraded on a continuing basis in the ensuing years.

The multiplier impacts calculated by the Minnesota IMPLAN model are based on input-output methodology, which explicitly considers the inter-industry linkages that exist within an economy. Each industry needs labor and inputs from other industries in order to produce economic output. Whenever an industry experiences an increase in the demand for its output, many other industries within that economy indirectly experience an increase in demand as well because of these inter-industry linkages. This increase in demand that results from the need for material inputs is called the *indirect effects*. In addition, an increase in production within a region also leads to an increase in household income through the hiring of workers, which in turn generates further demands for goods and services within the region. Firms also need to expand their base of physical capital to meet higher levels of demand, and this too stimulates regional economic growth. The latter effects are referred to as *induced effects*. The inter-industry linkages and the induced effects on consumer and capital spending lead to successive rounds of production, and this process results in an increase in output that exceeds the initial change in demand, or a *multiplier effect*. Similarly, the increase in household income will exceed the initial payroll increase encountered in the industry that experienced the original increase in demand. The total change in employment in the regional economy is a multiple of the direct change in employment.

In addition to estimating employment, MEAI also used the Minnesota IMPLAN model to quantify the total earnings or labor income of the direct, indirect and induced workers as well as the total gross domestic product, or value added, that would result from the efforts of the direct, indirect and induced employees. Labor income consists of all forms of employment income including wages and salaries and proprietor income. Gross domestic product (GDP), also known as value-added, is the increased value of a product or service as the result of the economic inputs (labor and capital) expended at a given stage, GDP is the sum of wages and salaries, proprietor income, interest and indirect business taxes.

Exhibit B

Hiring Plan

Grantee will aspire to have no less than seventy percent (70%) of the direct Certified Jobs offered to residents within the TUA and to the extent any positions remain unfilled, to residents of Miami-Dade County. The remaining indirect Certified Jobs will be provided and certified by the Tenants.

Exhibit C

GOB Project Construction Schedule:

Construction of the GOB Project commenced in May of 2015, was substantially complete as of September 2015, and will be finalized in 2016.

Exhibit D

Budget of the GOB Project
(see attached)

Project: NE 2nd Avenue Roadway Improvement
Location: Miami, FL

Description		Amount
Demolition and Earthwork	$	433,157.00
Site Utilities	$	15,000.00
Drainage	$	30,720.00
Landscaping	$	169,170.49
Pavers	$	140,970.00
Site Concrete	$	87,849.00
Bituminous Pavers and Striping	$	254,144.50
Site Signage	$	133,950.00
Site Lighting	$	693,000.00
Site Electrical	$	150,495.00
Sub Misc.	$	599,900.00
GC Misc.	$	646,751.71
Subtotal Initial Contractor Costs	$	3,355,107.70
Additional Project Costs (acceleration, unforeseen conditions)	$	658,004
Project Utility Work	$	103,952
Total Hard Costs	**$**	**4,117,064**
Design Costs	$	248,637
Entitlements	$	65,136
Other Project Soft Costs	$	13,614
Total Soft Costs	**$**	**327,387**
Total Project Costs	**$**	**4,444,451**
Funding Source		
Amount Funded Through State Appropriation	$	2,000,000
Amount to be Funded Through EDF Grant	$	2,000,000
Amount Funded by Developer	$	444,451
Total Funding	**$**	**4,444,451**