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

MEMORANDUM

Agenda Item No. 8(G)(1)

TO:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	**DATE**:	August 31, 2020
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution authorizing the County Mayor to execute an Interlocal Agreement with the City of South Miami in connection with the sunset of the South Miami Community Redevelopment Agency, and to exercise the provisions contained therein

Resolution No. R-855-20

The accompanying resolution was prepared by the Office of Management and Budget placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

Abigail Price-Williams
County Attorney

APW/smm

Memorandum

Date: August 31, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Interlocal Agreement with the City of South Miami for the Sunset of the South Miami Community Redevelopment Agency

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Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution authorizing the County Mayor or the County Mayor's designee to execute the interlocal agreement between Miami-Dade County (County), the City of South Miami (City) pertaining to the sunset of the South Miami Community Redevelopment Agency (Agency), attached as Exhibit 1 to the resolution and authorizing the County Mayor or the County Mayor's designee to exercise all of the provisions contained therein.

Scope

The Agency lies within County Commission District 7, represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The Agency's revenue source is tax increment financing (TIF), which is generated through the incremental growth of ad valorem revenues beyond an established base year, as defined in section 163.387, Florida Statutes.

It is estimated that when the Agency sunsetted on June 1, 2020, approximately $1.5 million remained in the Agency's Trust Fund. Upon completion of a City audit of the Agency's account, these funds which will be returned to the taxing authorities in the same manner in which it was deposited for FY 2019-20. Since the County contributed 52 percent of the Trust Fund revenues and City contributed 48 percent of the Trust Fund revenues, the County and the City will be receiving $780,000 and $720,000, respectively.

Track Record/Monitor

Jorge M. Fernandez from the Office of Management and Budget will monitor the interlocal agreement.

Background

On December 3, 1996, the Board adopted Resolution No. R-1374-96 adopting a finding of necessity declaring a certain geographical area in the City as slum and blight. On June 16, 1998, the Board approved the establishment of the Agency when it adopted the Agency's Community Redevelopment Plan (Plan) pursuant to Ordinance No. 98-79 and the funding of the Plan when it enacted Ordinance No. 98-80, which established the Agency's Trust Fund. An Interlocal Cooperation Agreement (Interlocal Agreement) by and among the County and the Agency was approved by the Board on September 9, 1999, upon the adoption of Ordinance No. 99-100. On

March 16, 2004, the Board adopted Resolution No. R-327-04, which approved the first amendment to the Interlocal Agreement to increase the cap on administrative expenses to 20 percent. On May 3, 2005, the Board adopted Resolution No. R-466-05 which approved the amended Plan for the Area and extended the Agency's life for an additional 15 years to June 1, 2020, subject to the Agency securing long term funding commitments pledging the TIF by June 1, 2007 in order to implement the amended Plan.

Although the Agency sought to recommend that the Board approve an extension of its a life beyond June 1, 2020, on February 4, 2020, the City Commission voted against the approval of the extension. Further, on February 18, 2020, the City adopted Resolution No. 020-20-15460 authorizing the City Manager to enter into any necessary agreements to transition the Agency's assets (Attachment 1). On March 2, 2020, the Agency held a meeting where it adopted Resolution No. 003-20-1120, allowing the Agency to transfer all its assets, including real property and the Trust Fund to the City (Attachment 2). The City will be responsible for maintaining all these assets.

The proposed interlocal agreement acknowledges the transfer of real property to the City. As to the disbursement of the Trust Fund balance, there are two City projects funded by the Agency that the City desires to continue to oversee. The proposed interlocal allows the City to retain $866,666 of Agency funds to partially fund and complete the two projects within a two-year period. The first project will fund design of a pedestrian bridge across US-1 ($433,333) and the second project will fund street improvements along Sunset Drive and SW 64th Street including bike lanes, sidewalks and beautification ($433,333). Additionally, following the two-year period, if the projects remain incomplete, the City is required to return the funding to the County in the same manner the Trust Fund funding was disbursed. The interlocal agreement also requires the City to report quarterly on the projects. The remaining funding to be disbursed to the taxing authorities is estimated at $1.5 million of which the County will receive $780,000 and the City will receive $720,000.

The Agency will be the second community redevelopment agency to sunset in Miami-Dade County; the first was South Pointe Community Redevelopment Agency.

Jennifer Moon
Deputy Mayor

Attachment 1 – City Resolution
Attachment 2 – Agency Resolution

RESOLUTION NO. 020-20-15460

A Resolution authorizing the City Manager for the City of South Miami and in conjunction with Miami-Dade County to move forward with the necessary agreements to transition all South Miami Community Redevelopment Agency assets.

WHEREAS, on February 4, 2020, the City of South Miami Commission voted against the approval of the proposed South Miami Community Redevelopment Agency (Agency) Interlocal Agreement and as a result the Agency will sunset on May 31, 2020; and,

WHEREAS, once the Agency sunsets on May 31, 2020, the City will complete a fund transfer for remaining Agency budgeted line-item balances appropriated, to the City's General Fund to accomplish the Agency's priorities for the fiscal year; and,

WHEREAS, the remaining fund balance, should any exist, will be distributed to each taxing authority, City of South Miami (48%) and Miami-Dade County (52%), which represents the percentage in which TIF revenues were contributed for fiscal year 2019-2020; and,

WHEREAS, beginning June 1, 2020, the City will begin administering the monies allocated to the South Miami Community Redevelopment Agency for fiscal year 2019-2020.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA THAT;

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Manager is hereby authorized to execute an interlocal agreement, or any other such agreement with Miami-Dade County which may be necessary to provide the required ministerial and perfunctory actions to accomplish the orderly and smooth transfer of funds and property of the Agency, to pay the Agency's debts, resolve the Agency's obligations and to transfer all remaining assets of the Agency to the City.

Section 3. Corrections. Conforming language or technical scrivener-type corrections may be made by the City Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this **18th** day of **February**, 2020.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

READ AND APPROVED AS TO FORM, LANGUAGE, LEGALITY AND EXECUTION THEREOF

CITY ATTORNEY

COMMISSION VOTE:	4-1
Mayor Philips:	Yea
Vice Mayor Welsh:	Yea
Commissioner Harris:	Nay
Commissioner Liebman:	Yea
Commissioner Gil:	Yea

CRA RESOLUTION NO. 003-20-1120

A Resolution of the City of South Miami Community Redevelopment Agency (SMCRA) authorizing its Chairperson to transfer all of the SMCRA's interest in all of the property currently owned by the SMCRA, and which it may acquire, to the City of South Miami.

WHEREAS, on June 1, 2000, Miami-Dade County entered into an Interlocal Agreement with the City and the SMCRA in which the County delegated certain of its delegable authority to the City and the City delegated its authority to the SMCRA; and

WHEREAS, the authority of the current SMCRA will be at an end on May 31, 2020; and

WHEREAS, the SMCRA had applied to renew its authority. However, the City of South Miami did not approve of the SMCRA's proposed Interlocal Agreement; and

WHEREAS, the SMCRA owns real and personal property; and

WHEREAS, based on lawful authority, the SMCRA desires to convey all of the SMCRA's interests in all real and personal property currently owned by it on or before the SMCRA is dissolved to the City of South Miami; and

WHEREAS, the City and Miami-Dade County are negotiating an interlocal agreement for the use and disbursement of the SMCRA trust fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE CITY OF SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY THAT:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

Section 2. The City of South Miami Community Redevelopment Agency Chairperson, Dr. Sally Philips, is hereby authorized to execute any and all documents and to take any and all action necessary to transfer to the City of South Miami all of the South Miami Community Redevelopment Agency's interest in all of the real and personal property, including but not limited to the properties listed in the attached spread sheet, owned by the SMCRA, including the property located at 6179 SW 62 Terr., South Miami, Fl. Folio No. 09-4025-009-0240 that was, or that is being, conveyed by the Miami Dade Affordable Housing Foundation to the SMCRA. The City is authorized to pay for existing obligations of the SMCRA and expend those amounts from the SMCRA Tax Increment Trust Fund money (Trust Fund). including specified capital projects that are in progress in accordance with the SMCRA Redevelopment Plan and SMCRA budget. The City shall hold balance of the Trust Fund in trust until such time as the City and Miami-Dade County have entered into an interlocal agreement, approved by the Board of County Commissioners, as to the disbursement of such funds. The City Manager/CRA Director shall present a report and recommendations to the City Commission explaining further disposition of

the remaining assets, and transition of any remaining or continuing obligations of the CRA at the May 20, 2020 City Commission meeting.

Section 3. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the SMCRA General Counsel for any conforming amendments to be incorporated into the final resolution for signature.

Section 4. **Severability.** If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 5. **Effective Date.** This resolution shall become effective immediately upon adoption by the City of South Miami Community Redevelopment Agency.

PASSED AND ADOPTED this 2nd day of March, 2020.

ATTEST:

SECRETARY

APPROVED:

CHAIRPERSON

READ AND APPROVED AS TO FORM:

SMCRA GENERAL COUNSEL

BOARD VOTE: 5-0

Chairperson Philips:	Yea
Vice Chairman Welsh:	Yea
Member Harris:	Yea
Member Liebman:	Yea
Member Gil:	Yea
Member Jackson:	Absent
Member Kelly:	Absent

Special South Miami Community Redevelopment Agency Agenda Item Report

Meeting Date: March 2, 2020
Submitted by: Evan Fancher
Submitting Department: Community Redevelopment Agency
Item Type: Resolution
Agenda Section:

Subject:
A Resolution of the South Miami Community Redevelopment Agency (SMCRA) authorizing its Chairperson to transfer all of the SMCRA's interest in all of the property currently owned by the SMCRA, and which it may acquire, to the City of South Miami.

Suggested Action:

Attachments:
Reso_re_Transfer_of_SMCRA_property_to_City_2_-CC.docx

Copy of SMCRA Real Estate Inventory (As of 12-2019).xlsx

Found 18 parcels owned by SOUTH MIAMI CRA
As of December 31, 2019

CTY	PARCEL ID	Prop Address	CITY	ZIP	SEC	TWN	RNG	SIZE	VALUE	LEGAL DESCRIPTION
M-D	0940250000850	6488 SW 60 AVE	South Miami	33143	25	54S	40E	0.82 ac	$119,853.00	25 54 40 .815 AC M/L
M-D	0940250000852	VACANT NO ADDRESS	South Miami	33143	25	54S	40E	0.08 ac	$20,994.00	25 54 40 .09 AC
M-D	0940250290090	6008 SW 66 ST	South Miami	33143	25	54S	40E	0.04 ac	$10,238.00	25 54 40 PB 4-1
M-D	0940250290100	6016 SW 66 ST	South Miami	33143	25	54S	40E	0.04 ac	$10,238.00	TOWNSITE OF LARKINS RE SUB
M-D	0940250650090	61 CT & 64 TERR	South Miami	33143	25	54S	40E	1.00 Un	$1,100.00	25 54 40 0.113 AC
M-D	0940250860010	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$146,173.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860020	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$39,237.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860030	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$41,870.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860040	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$42,397.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860050	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$40,553.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860060	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$100,573.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860070	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$36,603.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860080	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$148,453.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860090	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$51,350.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860100	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$37,130.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860110	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$228,003.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860120	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$150,623.00	TOWNSITE OF LARKINS PB 2-105
M-D	0940250860130	5825 SW 68 ST	South Miami	33143	25	54S	40E	0.42 ac	$148,433.00	TOWNSITE OF LARKINS PB 2-105

Found 15 parcels owned by SOUTH MIAMI CRA Donated to Madison Square
As of December 31, 2019

CTY	PARCEL ID	Prop Address	CITY	ZIP	SEC	TWN	RNG	SIZE	VALUE	LEGAL DESCRIPTION
M-D	0940250100010	5978 SW 64 ST	South Miami	####	25	54S	40E	0.14 ac	$125,000.00	FRANKLIN SUB PB 5-34
M-D	0940250100020	59 P L& 64 ST	South Miami	####	25	54S	40E	0.04 ac	$40,700.00	FRANKLIN SUB PB 5-34
M-D	0940250100030	6415 SW 60 AVE	South Miami	####	25	54S	40E	0.13 ac	$183,056.00	FRANKLIN SUB PB 5-34
M-D	0940250100040	6429 SW 60 AVE	South Miami	####	25	54S	40E	0.13 ac	$217,888.00	FRANKLIN SUB PB 5-34
M-D	0940250100050	6443 SW 60 ST	South Miami	####	25	54S	40E	0.13 ac	$23,794.00	FRANKLIN SUB PB 5-34
M-D	0940250100140	59 PL & 64 ST	South Miami	####	25	54S	40E	0.07 ac	$64,936.00	FRANKLIN SUB PB 5-34
M-D	0940250100160	6420 SW 59 PL	South Miami	####	25	54S	40E	0.05 ac	$48,466.00	FRANKLIN SUB PB 5-34
M-D	0940250100170	6428/ SW 69 PL	South Miami	####	25	54S	40E	0.11 ac	$101,816.00	FRANKLIN SUB PB 5-34
M-D	0940250100180	6442 SW 59 PL	South Miami	####	25	54S	40E	0.11 ac	$259,285.00	FRANKLIN SUB PB 5-34
M-D	0940250100270	5944 SW 64 ST	South Miami	####	25	54S	40E	0.10 ac	$93,500.00	FRANKLIN SUB PB 5-34
M-D	0940250100280	6401 SW 59 PL	South Miami	####	25	54S	40E	0.05 ac	$44,000.00	FRANKLIN SUB PB 5-34
M-D	0940250100290	6411 SW 59 PL	South Miami	####	25	54S	40E	0.06 ac	$60,500.00	FRANKLIN SUB PB 5-34
M-D	0940250100300	6415 SW 59 PL	South Miami	####	25	54S	40E	0.06 ac	$60,500.00	FRANKLIN SUB PB 5-34
M-D	0940250100310	6429 SW 59 PL	South Miami	####	25	54S	40E	0.13 ac	$121,000.00	FRANKLIN SUB PB 5-34
M-D	0940250100320	6443 SW 59 PL	South Miami	####	25	54S	40E	0.13 ac	$121,535.00	FRANKLIN SUB PB 5-34

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 8(G)(1)
8-31-20

RESOLUTION NO. R-855-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF SOUTH MIAMI IN CONNECTION WITH THE SUNSET OF THE SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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

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 recital and memorandum are incorporated in this resolution by reference.

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the Interlocal Agreement with the City of South Miami, in substantially for the form attached hereto as Exhibit 1 and incorporated herein by reference, in connection with the sunset of the South Miami Community Redevelopment Agency, in substantially the form as Exhibit 1, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	**aye**		
Rebeca Sosa, Vice Chairwoman	**aye**		
Esteban L. Bovo, Jr.	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Sally A. Heyman	**aye**
Eileen Higgins	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**absent**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 31st day of August, 2020. 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: **Melissa Adames**
Deputy Clerk

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

Leigh C. Kobrinski

INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SOUTH MIAMI RELATING TO THE SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement"), made this ___ day of _____, 2020, by and among Miami-Dade County, Florida, a political subdivision of the State of Florida ("County"), and the City of South Miami, a municipal corporation under the laws of the State of Florida ("City"); and

WHEREAS, on December 3, 1996, by Resolution No. R-1374-96, the Miami-Dade County Board of County Commissioners ("County Commission") delegated certain powers conferred on the County Commission by the Community Redevelopment Act to the City Commission of the City of South Miami ("City Commission") for the establishment of a community redevelopment agency, and

WHEREAS, on April 15, 1997, by adoption of Ordinance No. 12-97-1633, the City Commission accepted the delegation of powers from the County Commission and created the South Miami Community Redevelopment Agency ("SMCRA"); and

WHEREAS, the County Commission approved the SMCRA Community Redevelopment Plan ("Plan") by Ordinance No. 98-79, and interlocal agreement with the City Commission and the SMCRA by Ordinance No. 99-100, funding of the Plan and establishment of a Trust Fund by Ordinance No. 98-80, and subsequent Plan amendments by Resolution Nos. R-327-04 and R-466-05; and

WHEREAS, on September 12, 2006, the County Commission adopted Resolution No. R-931-06, which, among other things, extended the life of the SMCRA until June 1, 2020; and

WHEREAS, the City desires to sunset the SMCRA and did not approve the SMCRA's request to extend the authority of the SMCRA beyond June 1, 2020; and

WHEREAS, in light of the upcoming end to its authority, on March 2, 2020, the SMCRA passed Resolution No. _____, authorizing the chairperson of the SMCRA to execute any and all documents and to take any and all action necessary to transfer to the City all of the SMCRA's interest in the real and personal property of the SMCRA; and

WHEREAS, there are several capital projects in the Plan that were started by the SMCRA which will not be completed by June 1, 2020 and which the City desires to complete using the Trust Fund money

included in the SMCRA budget for FY 2019-20, that was approved by the County Commission on February 19, 2020, in Resolution No. R-204-20; and

WHEREAS, the City and the County now desire to enter into this Agreement to approve the terms and conditions for phasing out the SMCRA and disbursing of the real and personal property previously held by the SMCRA.

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

1. **Sunset** – Effective June 1, 2020, the SMCRA will be sunset.

2. **Real Property** – In accordance with section 189.076, Florida Statutes, any real property listed in Exhibit A ("Real Property") will, upon the sunset of the SMCRA, or upon the transfer of the same by the SMCRA to the City, whichever occurs first, become assets of the City. The City will be solely responsible for the Real Property. The County will have no interest or liability in the Real Property.

3. **Projects** – The City will be responsible for the projects listed below and in Exhibit B ("Project(s)"). The City shall comply with the SMCRA's allocation for the Project(s), as approved in the SMCRA's FY 2019-20 budget. This funding will be held in special accounts as deemed appropriate for the purpose as set forth in this section and shall not be commingled with funds used for purposes other than the Project(s). In the event that: (i) the Project(s) is no longer feasible; (ii) the funding (or any portion thereof) for the Project(s) is no longer needed by the City for the Project(s); (iii) there is any fraud or misuse of the funds by the City or its contractor or supplier, as determined by the County; or (iv) the Project(s) are not completed by June 1, 2022, the City shall refund the County its proportionate share of the budgeted funding as outlined in Section 5 below no later than June 30, 2022. The City shall provide the County with progress reports on the Projects on a quarterly basis until such Projects have been completed.

The following projects and project amounts will be transferred to the City:

Pedestrian Bridge Design	$433,333
64th Street & Sunset Drive	$433,333
Total Funding:	$866,666

4. **Closeout** – In accordance with section 189.076, Florida Statutes, the City shall be solely responsible for any and all closeout matters associated with the SMCRA, which include, but are not limited to, any utility accounts, contractual obligations, etc.

5. **Trust Fund Revenues** – On June 1, 2020, any and all revenues in the SMCRA Trust Fund, with the exception of the revenues transferred to the City for the Projects set forth in Section 3 of this Agreement, shall be returned to each taxing authority in the same manner as each taxing authority contributed into the Trust Fund in FY 2019-20.

6. **Indemnification** – Subject to the limitations of section 768.28, Florida Statutes, as may be amended, the City shall indemnify, defend, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney's 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 this Agreement or the City's management of the Projects and the Real Properties set forth in Sections 2 and 3 of this Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise held by the City or self-insurance 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.

7. **Audits and Access to Records** - The County, or its duly authorized representatives or governmental agencies, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, shall have access to and the right to examine and reproduce any of the City's books, documents, papers, and records, as well as those of the City's subcontractors and suppliers, which apply to any matter relating to this Agreement and the transactions and Projects contemplated herein.

The City shall ensure that all such records relating to this Agreement and the transactions and Projects contemplated herein conform to Generally Accepted Accounting Principles requirements, as applicable, and agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the City will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with Trust Fund money.

8. Miami-Dade County Inspector General-- The County shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever the County deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the County, the City shall make available to the independent

private sector inspector general retained by the County all requested records and documentation for inspection and reproduction. Additionally, the City shall submit to the County's Inspector General's review in accordance with Section 2-1076 of the Code. The County's Inspector General shall be empowered to review past, present and proposed the City's contracts, transactions, accounts, records, agreements and programs at a minimum annually audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to, project design, specifications, proposal submittals, activities of the City and its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

9. **Severability** - If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

10. **Termination** - This Agreement shall terminate thirty (30) months from the effective date. The parties acknowledge that any of the obligations in this Agreement which would by nature continue beyond the termination, cancellation, or expiration thereof, including but not limited to the City's obligation to indemnify the County, will survive the termination, cancellation, or expiration hereof.

11. **Amendments** – This Agreement may be amended only by a written agreement signed by the City and the County. Failures or waivers to insist on strict performance of any condition or provision of this Agreement by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the City from performing any subsequent obligations strictly in accordance with the term of this Agreement.

12. **Local, State, and Federal Compliance Requirements** – The City agrees to comply with any and all applicable federal, state, and local laws, regulations, ordinances, resolutions, and rules which may pertain to this Agreement and the transactions and Projects contemplated herein.

13. **Governing Law and Venue** – This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

14. **Autonomy and Third Parties** – The City does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement. The parties expressly agree that there are no intended or unintended third-party beneficiaries to this Agreement.

15. **Totality of Agreement** - This Agreement, along with Exhibits A, contain all the terms and conditions agreed upon by the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto 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.

CITY OF SOUTH MIAMI

By: _____

ATTEST

By: _____
City Clerk

Approved for form and legal sufficiency

By: _____
City Attorney

MIAMI-DADE COUNTY

By: _____
Carlos A. Gimenez
Mayor

ATTEST

By: _____
Deputy Clerk

Approved for form and legal sufficiency

By: _____
Assistant County Attorney