

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2015, by and between THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and agency of the STATE OF FLORIDA (the "SFRTA"), and the OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA").

RECITALS:

WHEREAS, the CRA was formed for the purpose of removing slum and blight in the Omni Redevelopment Area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, notwithstanding the Redevelopment Area's regional location and proximity to important centers of activity, major transportation systems, and significant centers of employment, the Redevelopment Area has seen limited commercial and residential development since the inception of the CRA in 1987; and

WHEREAS, the Omni CRA Redevelopment Plan recognizes that targeted investments in transportation service enhancements can diminish barriers to investment within the Redevelopment Area; and

WHEREAS, SFRTA operates a regional, commuter rail system, commonly referred to as Tri-Rail, which, provides affordable access to employment centers across Miami-Dade, Broward and Palm Beach Counties; and

WHEREAS, the CRA wishes to provide financial assistance to SFRTA to help facilitate the design and construction of certain rail improvements within the Redevelopment Area and additional platform improvements at the proposed Miami Central Station, located outside the Redevelopment Area, in order to accommodate future Tri-Rail commuter rail service via the Florida East Coast Railway (the "FECR") corridor to downtown Miami improving regional access to and mobility within the Redevelopment Area (identified as the "Tri-Rail Downtown Miami Link"); and

WHEREAS, it is estimated that the design and construction of the required Tri-Rail station and rail improvements will cost an estimated \$70.44 million and consist of approximately \$21 million for eight (8) miles of rail line improvements to the FECR corridor and Fifty Million Four Hundred Thousand and no/Dollars (\$50,400,000.00) million (the "Estimated Cost") in station improvements to construct: (i) a 62,000 sq. ft. elevated platform and trackage; (ii) a mezzanine level consisting of columns and related structures which support the associated Tri-Rail platform and trackage; and (iii) related Miami Central Station elements including, but not limited to, portions of elevators, escalators, support spaces and storage areas, all as more particularly described in Exhibit "A" (hereinafter the station improvements identified in (i) through (iii) shall be referred to as the "Improvements"); and

WHEREAS, collectively, All Aboard Florida (“AAF”) and FECR have agreed to contribute (i) the land required to accommodate the Improvements, (ii) a reduced access fee for SFRTA’s use of the FECR corridor, (iii) the financial carrying costs for the Improvements through construction of the Tri-Rail platform, and (iv) a pro-rated cost sharing for those Miami Central Station infrastructure improvements that will be shared with SFRTA; and

WHEREAS, SFRTA has requested grant support to help underwrite the cost of the rail corridor improvements and is seeking regional funding for the Improvements; and

WHEREAS, the CRA wishes to provide such funding assistance for the Improvements to SFRTA for the timely completion of the Improvements given the regional transportation benefits associated therewith, the catalytic impact the Improvements will have on future development within the Redevelopment Area and the transformative nature of the Miami Central Station (the “Project”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SFRTA and CRA agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, incorporated herein by reference and made part hereof.

2. RESPONSIBILITIES OF SFRTA.

2.1 Permits and Approvals. SFRTA intends to procure the design and construction of the Improvements as a sole source by entering into a contract with AAF, the owner of the property on which the Improvements will be located and the entity that will be designing, permitting and constructing the Project, of which the Improvements are a part. AAF, on behalf of SFRTA, shall obtain all necessary permits and approvals; and shall coordinate the review of design and construction documents with the applicable permitting agencies. AAF, subject to SFRTA’s approval, shall make all necessary adjustments as required for approval and/or permitting by the applicable agencies.

2.2 Public Information and Involvement. Immediately prior to and during construction, as appropriate, AAF will, on SFRTA’s behalf, provide information to adjacent property owners and area residents about the scope of the proposed Improvements.

2.3 Publicity. SFRTA agrees that it shall ensure that all its publicity, public relations, advertisements and signs recognize and reference the CRA for its funding support of the Improvements. Such acknowledgment shall include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. The use of the official CRA logo is required for the publicity purposes stated herein. SFRTA, or its agents, shall submit samples or mock-ups of such publicity or materials to the CRA for review and approval, which approval shall not be unreasonably withheld, prior to any distribution. SFRTA shall ensure that all media representatives, when inquiring about the Improvements, are informed that CRA has contributed the Funds (as defined herein), which represent a portion of the total funding for the Improvements.

2.4 Accounting. SFRTA shall at all times maintain a separate accounting of the use of the Funds so those costs and the use of the Funds may be independently verified and audited by the CRA at the CRA's request. SFRTA agrees to permit such auditors to inspect the books, records and accounts of the Improvements for three (3) years after completion of the Improvements. These records shall be made available to the CRA for inspection within thirty (30) business days upon receipt of a written request from the CRA.

2.5 Contracting for Improvements. The CRA agrees that the selection, contracting, retention and discharge of AAF for the design and construction of the Improvements shall be the sole responsibility of SFRTA.

2.6 Claims and Change Orders. The CRA shall bear no responsibility for any claims or change orders that may arise.

2.7 Disadvantaged Business Enterprise. SFRTA shall require AAF to comply with its disadvantaged business enterprise ("DBE") requirements.

2.8 Construction Administration and Inspection. SFRTA shall exercise all responsibilities of the owner under the design and construction contract for the Improvements, including construction administration and inspections. SFRTA may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The CRA, at its sole cost and expense, may assign an inspector to participate in the routine daily inspections. SFRTA's designated representative and the CRA's designated representative shall jointly perform the inspection of the Improvements which immediately precedes substantial completion. SFRTA, or its agent(s), shall certify upon completion that the Improvements have been constructed pursuant to the design plans, specifications and any change orders approved by SFRTA, or its agent(s).

Presently, SFRTA estimates that final acceptance of the Improvements will occur on or before December 31, 2016, but not later than June 30, 2017 (the "Construction Completion Date"), and that Tri-Rail revenue service to the Miami Central Station will commence on or before March 31, 2017, but not later than December 31, 2017 (the "Service Commencement Date").

2.9 Maintenance. SFRTA shall be solely responsible for maintenance upon final acceptance of the Improvements. As such, SFRTA, and not the CRA, shall be responsible for all claims, demands, liabilities and suits arising from allegations or suits in tort as to the condition of the Improvements.

3. RESPONSIBILITIES OF CRA:

3.1 Funding Amount, Reimbursement of Project Costs. The CRA agrees to provide SFRTA with funds in an amount not to exceed Three Million Seven Hundred Fifty Thousand and No Dollars (\$3,750,000.00) for eligible costs, as outlined herein, incurred for the design, construction, and financing of the Improvements (the "Funds"). The CRA shall disburse the Funds to SFRTA in the manner set forth in Section 5. The CRA shall incur no liability for any costs in excess of the Funds unless there has been a duly authorized increase approved by the Board of Commissioners of the CRA. In the event the actual costs of the Improvements are less than the Estimated Cost, all remaining funds shall remain with the CRA and the CRA shall have no further responsibility regarding any other reimbursement of project costs.

3.2 CRA Payments of Improvement Costs. The Funds shall be provided as specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$1,875,000.00	Omni TIF	2015-2016
\$1,875,000.00	Omni TIF	2016-2017

In the event SFRTA, through its agent AAF, fails to commence physical construction (as defined hereinafter in Section 8 below) of the Improvements on or before the first (1st) anniversary of execution of this Agreement, then the Funds otherwise payable to SFRTA shall be reduced by ten percent (10%) for every one (1) year period, or portion thereof, during which SFRTA has not commenced physical construction. Should SFRTA fail to initiate physical construction of the Improvements on or before the second (2nd) anniversary date of the execution of this Agreement, then the CRA's payment obligation pursuant to this Section shall be null and void. Additionally, should SFRTA fail to complete all construction and obtain all Certificates of Occupancy regarding the Improvements as referenced in this Agreement, then the CRA's payment obligation pursuant to this Section shall be null and void.

3.3 Improvement Cost Adjustments and Other Amendments. The amount of the Funds is based on the Estimated Cost. The Parties recognize that adjustments to the above-referenced costs may be required in the future and that, at the option of the Parties, amendments may be entered into to revise the amount of the Funds. Amendments that do not increase or decrease the amount of the Funds may be executed by the SFRTA Executive Director and the CRA Executive Director without the need for approval by the SFRTA Board and the Board of Commissioners of the CRA. Otherwise, further funding commitments shall be subject to the approvals of the Parties' respective governing boards.

4. ELIGIBLE COSTS. The Parties agree that only expenses incurred by SFRTA that are directly related to the design and construction of the Improvements are eligible for reimbursement from the Funds, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. Financing and legal costs shall specifically not be eligible for reimbursement from Funds provided pursuant to this Agreement.

5. SCHEDULE AND MANNER OF REIMBURSEMENTS. Upon execution of the Agreement, SFRTA shall furnish the CRA with a copy of the estimated budget for the Improvements, and, thereafter, shall similarly furnish the CRA with any and all revisions thereto. Upon execution of this Agreement, SFRTA shall also furnish to CRA a schedule of values identifying quarterly design and construction milestones and the anticipated construction expenditures payout schedule for such milestones for the Improvements. Quarterly disbursement of Funds by the CRA shall be based upon invoices provided by SFRTA accompanied by copies of paid contractor invoices (the "Reimbursement Request"). Each Reimbursement Request shall also include a copy of all payments made to contracted firms during the reimbursement period.

Reimbursement Requests shall commence on or after October 1, 2015. For the 2015-2016 fiscal year ending on September 30, 2016, quarterly disbursements by the CRA of the Funds shall not exceed One Million Five Hundred Thousand and No Dollars (\$1,875,000.00). For the 2016-2017 fiscal year, which fiscal year shall commence on October 1, 2016, and end on September 30, 2017,

quarterly disbursements by the CRA of the Funds shall not exceed One Million Five Hundred Thousand and No Dollars (\$1,875,000.00). Any Funds not disbursed during the above fiscal years shall be carried forward by the CRA for reimbursement in future fiscal years consistent with the terms set forth in Section 3.2 hereinabove.

6. COMMUNITY BENEFITS. SFRTA shall commit to the following community benefits:

6.1 Job Fairs. SFRTA, in conjunction with the CRA, shall conduct two (2) job fairs to promote employment opportunities during the construction of the Improvements; not less than one (1) job fair shall be conducted within one (1) month preceding the commencement of vertical construction on the Improvements. The second job fair may be conducted within six (6) months of the start of vertical construction of the Improvements. SFRTA, in conjunction with the CRA, shall conduct one (1) job fair no later than thirty (30) days prior to the commencement of revenue operations of the Tri-Rail commuter service at the Miami Central Station.

6.2 Agency Recognition. SFRTA shall install one (1) memorial plaque on a Tri-Rail passenger rail car actively servicing the Miami Central Station and one (1) memorial plaque at a conspicuous place in the Miami Central Station. Such plaques shall acknowledge the CRA's contribution to the establishment of the *Downtown Miami Link service* and specifically include the name(s) of each of the CRA Board members and the CRA Executive Director as part of the acknowledgment.

6.3 Discounted Fares. SFRTA shall provide the indicated discounted fares to the following organizations/individuals following its approval of a Fare Equity Analysis required under Federal Transit Administration (FTA) Circular 4702.1B:

i. Florida Film & T.V. Center. The CRA will certify existing and prospective workers who will be employed at film and television events occurring at the Florida Film & T.V. Center located within the CRA (the "Center") and provide a list of the same to SFRTA on a monthly basis (or on a timeframe mutually agreeable to both parties). SFRTA will provide such workers with a discount of fifty percent (50%) on standard Tri-Rail fares. The CRA will provide monthly notification (or within a timeframe mutually agreeable to both parties) of the termination of such workers' employment at events occurring at the Center to allow for termination of the applicable discounted fare cards.

ii. The Chapman Partnership. SFRTA shall work with the Chapman Partnership's North Center, located at 1515 N. Miami Avenue, Miami, FL (the "North Center"), to develop an outreach and support plan to provide free monthly fare cards to individuals resident at the North Center. In any such plan, the Chapman Partnership, not less than five (5) days prior to the commencement of each month following the effective date of this Agreement, shall notify SFRTA of the total number of individuals resident at the North Center requiring monthly ridership fare cards to access employment, educational opportunities, and job-readiness training near the Tri-Rail service corridor (the "Authorized Riders"). The Chapman Partnership shall be responsible for certifying the start and termination of an Authorized Rider. The Chapman Partnership shall notify SFRTA of the termination of an Authorized Riders residence at North Center not less than five (5) days prior to the commencement of each month so as to facilitate the timely termination of the Authorized Rider's monthly fare card. The CRA Executive Director shall be copied on all communications between SFRTA and the Chapman Partnership regarding the provisions of this Agreement. A letter of acknowledgment from the Chapman Partnership is attached hereto as Exhibit "B".

6.4 Minimum Service Levels. SFRTA shall operate not less than twenty-six (26) weekday trains to the Miami Central Station with a cumulative passenger capacity of not less 9,750 seats

per weekday (the "Minimum Service Level"). SFRTA shall maintain such Minimum Service Levels unless modified by SFRTA following review and the approval of the CRA. The CRA shall approve reductions to the Minimum Service Level when presented with information by SFRTA evidencing: (i) reduced ridership demand for the Tri-Rail Downtown Miami Link; or (ii) reductions in operating support from public funding sources which require service reductions.

6.5 Term of Community Benefits. SFRTA shall provide the community benefits set forth in Sections 6.2, 6.3, and 6.4 hereinabove through March 31, 2030.

7. COMPLIANCE WITH LAWS. The Parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Improvements. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

8. APPROVALS. Unless waived by action of the CRA, this Agreement shall only become effective upon approval by the Board of Commissioners of the CRA and the SFRTA Governing Board. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect. The Parties also agree that this Agreement shall be conditioned upon approval of all applicable agreements for the Improvements including: (i) the sole source agreement between AAF and SFRTA for the Improvements; (ii) the loan agreement between an AAF affiliate or other third-party lender and SFRTA for a loan for the cost of some of the Improvements; (iii) the agreement between AAF, FECR, FDOT and SFRTA for the Improvements and operations and maintenance on the FECR corridor; (iv) a separate agreement with FECR (if necessary) for the rail infrastructure improvements; and (v) all other funding with other funding partners and SFRTA for the Improvements, less the amount of any SFRTA contributions to the cost of such Improvements. This Agreement shall be further conditioned upon the Miami-Dade County Metropolitan Planning Organization's ("MPO's") authorization of the use of not less than Three Million and No Dollars (\$3,000,000.00) for eligible costs related to the design and construction of the Improvements from such funding sources as may be authorized by the MPO. A listing of anticipated funding sources and amounts is attached hereto as Exhibit "C". In the event SFRTA fails to initiate physical construction of the Improvements (the term "physical construction" does not include the preparation of construction documents or permitting of the same for the Improvements) within two (2) years of the date of the execution of this Agreement, this Agreement shall be null and void.

9. INDEMNIFICATION. To the extent authorized by Florida law and all limitations thereunder, SFRTA hereby agrees to indemnify, defend, save and hold harmless the CRA, its officers, agents, and employees from any and all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the negligence of SFRTA, its officers, agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CRA for its sole negligence.

To the extent authorized by Florida law and subject to all limitations included in Section 768.28, Florida Statutes, the CRA hereby agrees to indemnify, defend, save and hold harmless the SFRTA to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the negligence of the CRA, its officers, agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SFRTA for its sole negligence.

In the event of breach or non-performance by the persons selected by SFRTA to perform the design and construction of the Improvements, SFRTA shall, upon written request by the CRA, assign to the CRA any and all rights under the affected contract for purposes of the CRA's prosecution of

claims, actions or causes of action resulting from such breach or non-performance unless SFRTA, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. SFRTA agrees to cooperate fully with the CRA in the prosecution of any such claim or action. Any damages recovered by the CRA in the prosecution of any such claim or action which is attributable to any expenditure by SFRTA shall be returned to SFRTA by the CRA within sixty (60) business days of receipt of such payment for damages recovered.

10. DEFAULT. If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the CRA may thereupon give written notice to SFRTA of such default and specify what actions must be taken to cure said default to avoid termination hereunder. SFRTA shall have sixty (60) days to cure said default or such additional period authorized by the CRA. In the event that SFRTA shall not have cured said default to the satisfaction of the CRA by such deadline, then this Agreement may be terminated by the CRA upon notice of termination to SFRTA. Upon such termination, the CRA shall not be responsible for reimbursement of any outstanding invoices and all remaining funds shall remain in the possession and control of the CRA.

If through any cause within the reasonable control of the CRA, the CRA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA may thereupon give written notice to the CRA of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The CRA shall have sixty (60) days to cure or additional period authorized by SFRTA. In the event that the CRA shall not have cured said default by such deadline, then this Agreement may be terminated by SFRTA upon notice of termination to CRA.

In the event either party terminates this Agreement for cause, the terminating party shall have all remedies available to it under State law against the party being terminated and the party being terminated shall have available all rights available under State law to defend itself if the terminating party seeks to have any remedies opposed on it.

11. DISPUTE RESOLUTION, APPLICABLE LAW. The Parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each Party will bear its own attorney's fees.

12. ENTIRE AGREEMENT, AMENDMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms thereof shall be predicated upon any prior representation or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties. Unless specified otherwise in this agreement, the Executive Director of the CRA shall have full authority to amend, modify, or alter any agreement addressing non-substantial changes without the need to have a public hearing before the Board of Commissioners of the CRA.

13. SEVERANCE. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the SFRTA or CRA elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

14. ASSIGNMENT OF REIMBURSEMENT AGREEMENT. SFRTA may execute and deliver to an AAF affiliate or third-party lender such assignment of any and all rights in favor of SFRTA and such Funds due to SFRTA under this Agreement as SFRTA may from time-to-time request while this Agreement remains in force and effect.

15. NOTICES. Any and all notices required to be given under this Agreement shall be sent via first class mail, addressed as follows:

To the CRA:

Omni Redevelopment District Community Redevelopment Agency
Attention: Pieter A. Bockweg, Executive Director
1401 N. Miami Avenue, 2nd Floor
Miami, FL 33136
(305) 679-6868

With a copy to:

City of Miami City Attorney's Office
Attention: Barnaby L. Min, Esq., Deputy General Counsel
444 SW 2 Avenue, Suite 945
Miami, FL 33137

To the SFRTA:

South Florida Regional Transportation Authority
Attention: Jack Stephens, Executive Director
800 N.W. 33rd Street
Pompano Beach, FL 33064
(954) 942-7245

With a copy to:

South Florida Regional Transportation Authority
Attention: Teresa J. Moore, Esq., General Counsel
800 N.W. 33rd Street
Pompano Beach, FL 33064

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year
first above written:

OMNI CRA

ATTEST:

OMNI REDEVELOPMENT DISTRICT COMMUNITY
REDEVELOPMENT AGENCY, a public agency and
body corporate created pursuant to Section
163.356, Fla. Statutes

TODD B. HANNON
CITY CLERK

BY: _____
Clerk of the Board

BY: _____
Pieter A. Bockweg, Executive Director

Approved as to form and legal sufficiency

Victoria Méndez
General Counsel

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY, an agency of the State of Florida

BY: _____
Jack L. Stephens

BY: _____
Commissioner Steven L. Abrams

Approved by General Counsel as to legal
form and sufficiency:

Teresa J. Moore, Esq.
General Counsel

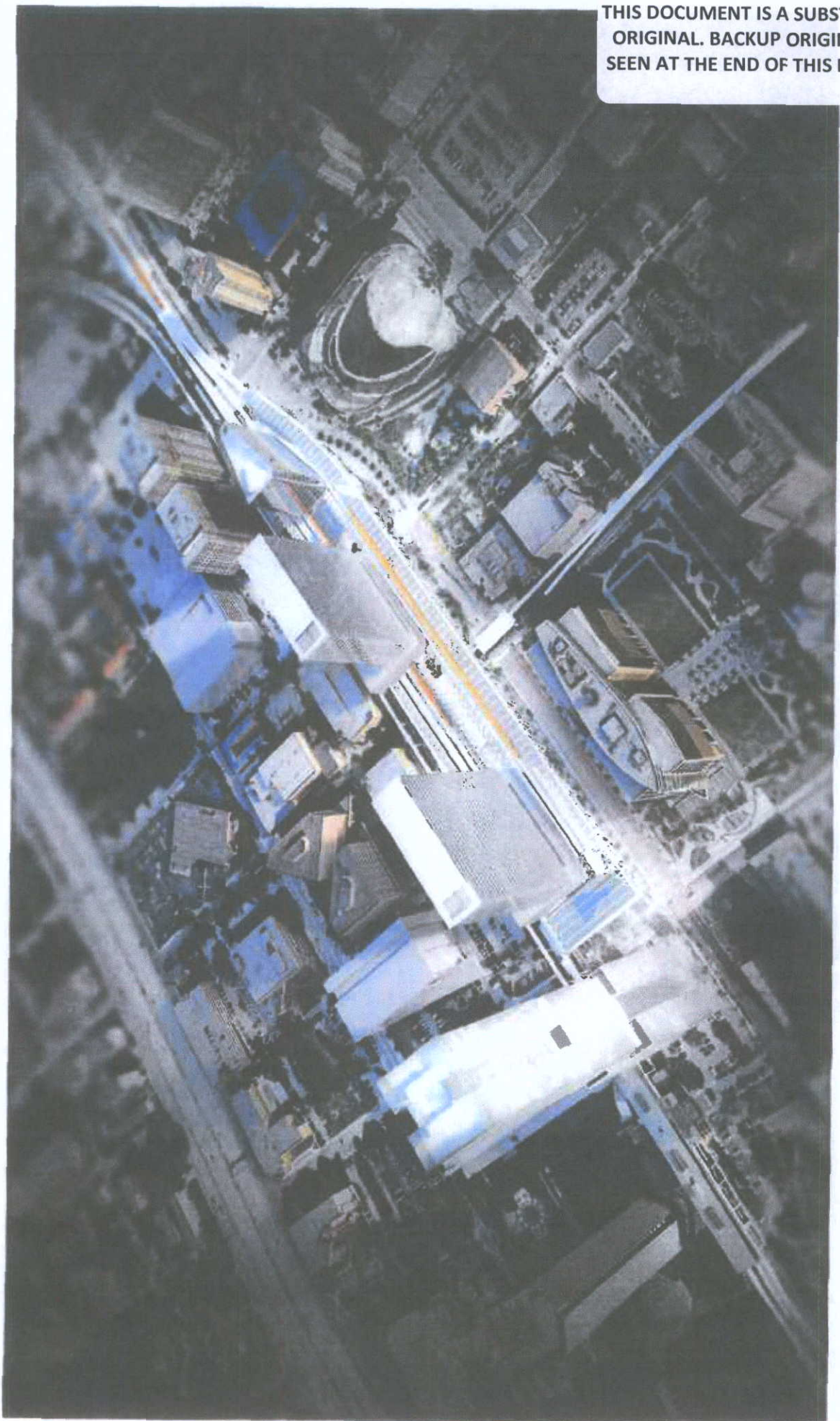
Exhibit "A"

Description of the Improvements

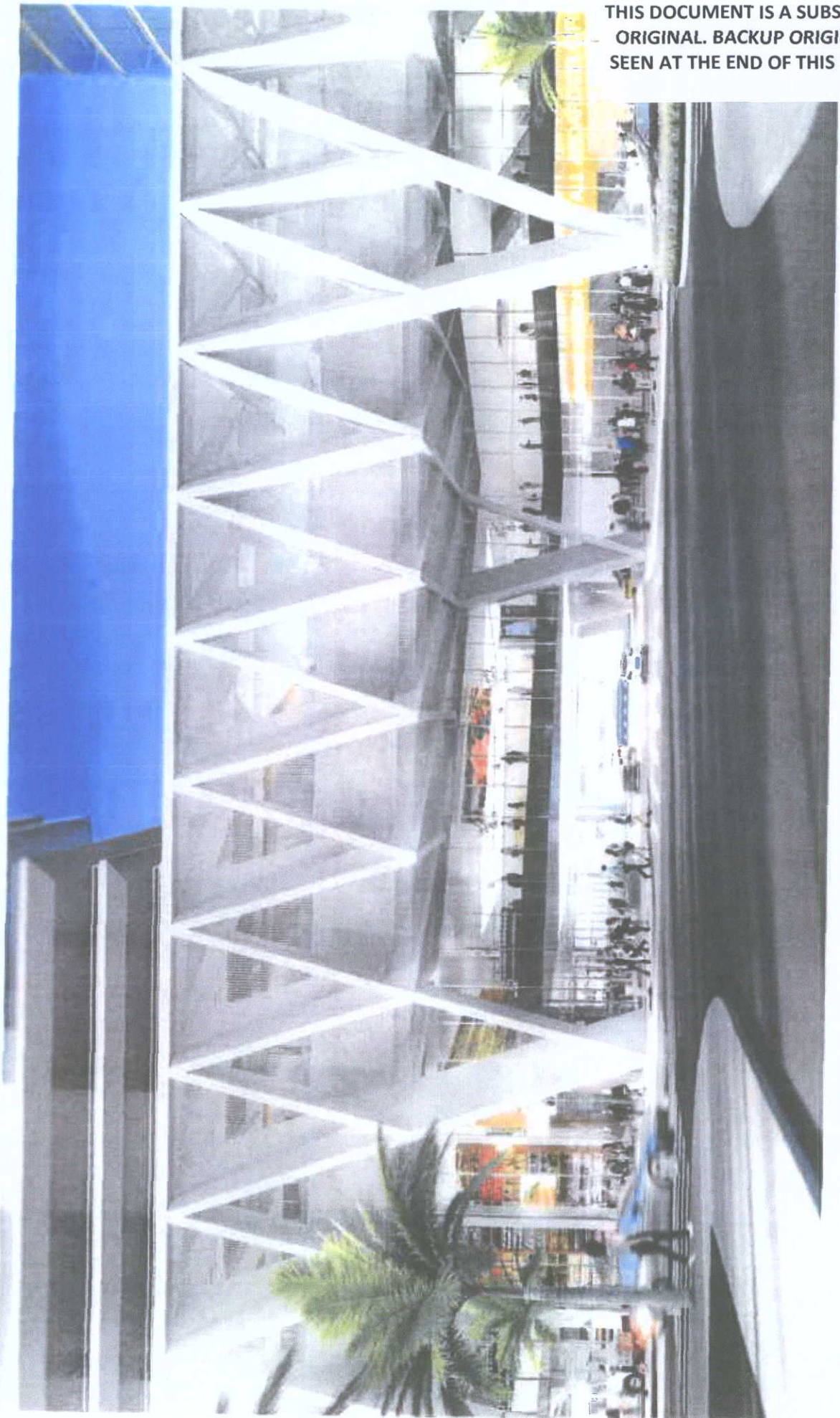
EXHIBIT A

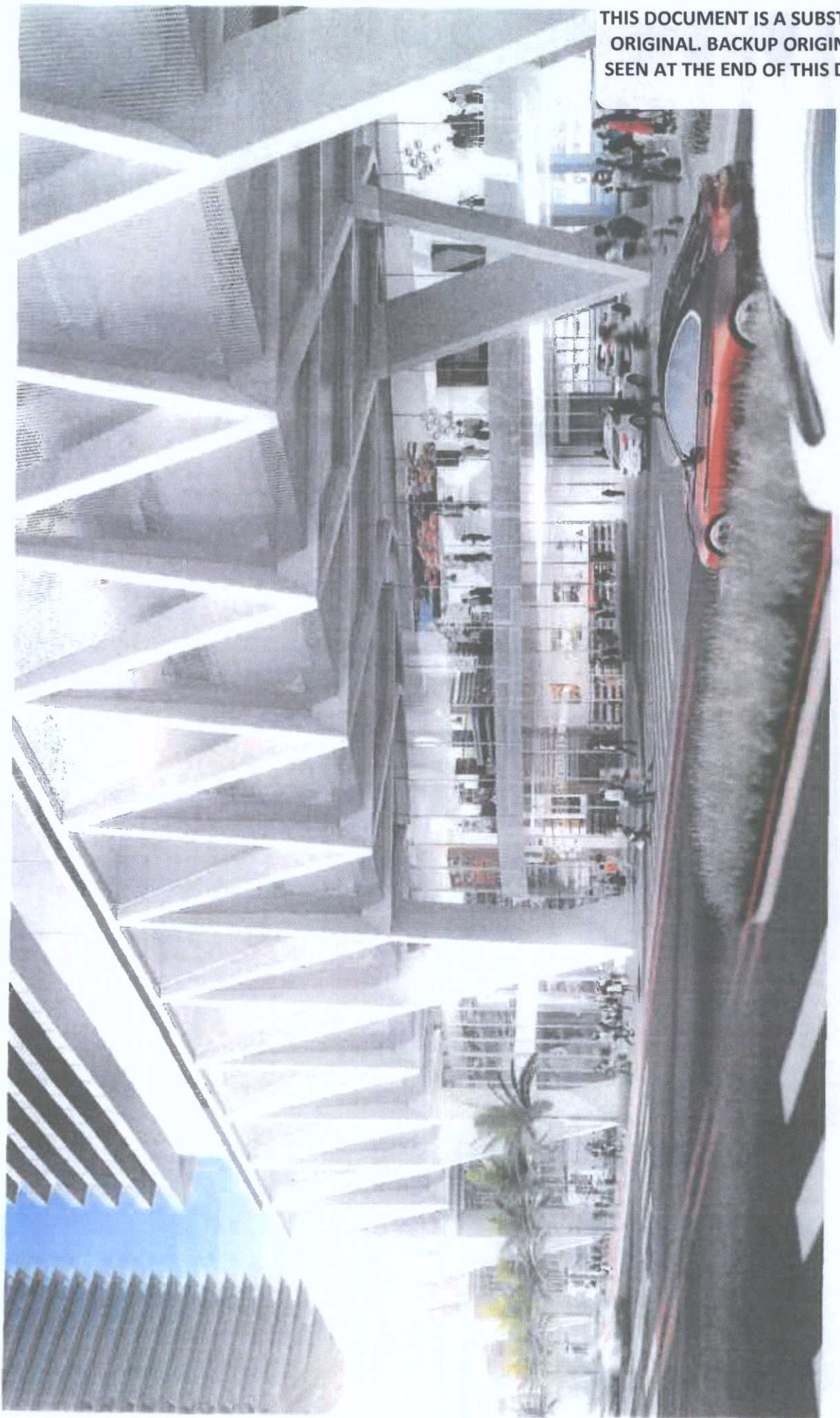


OCTOBER 3, 2014

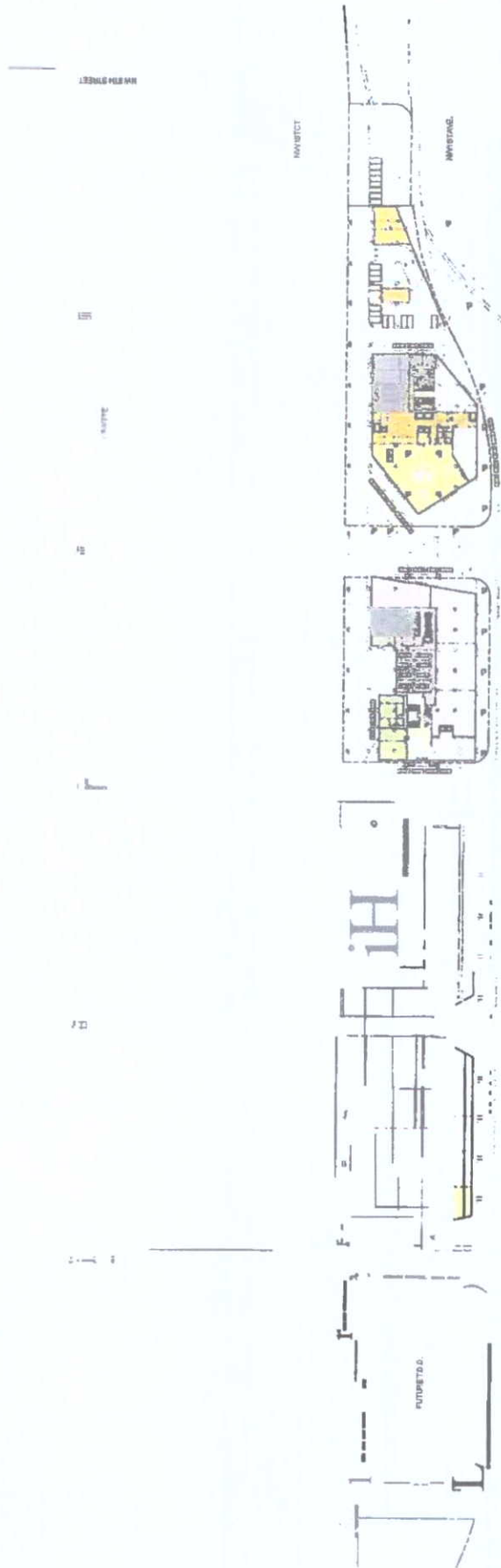


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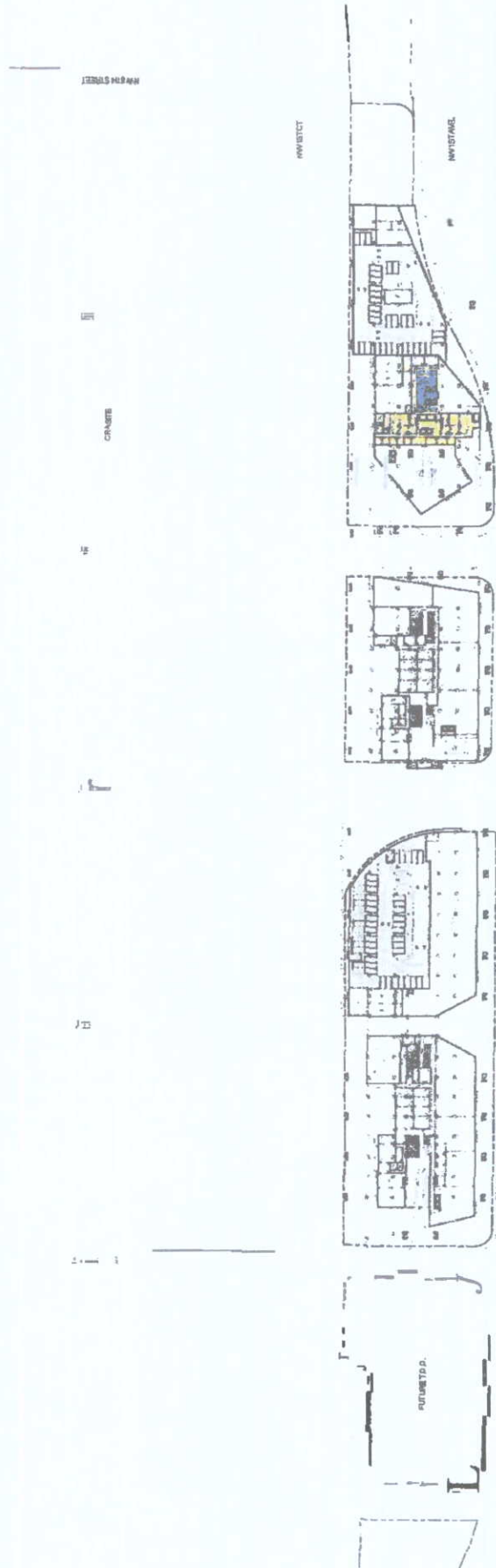


PHASE 1 DEVELOPMENT PLANNING
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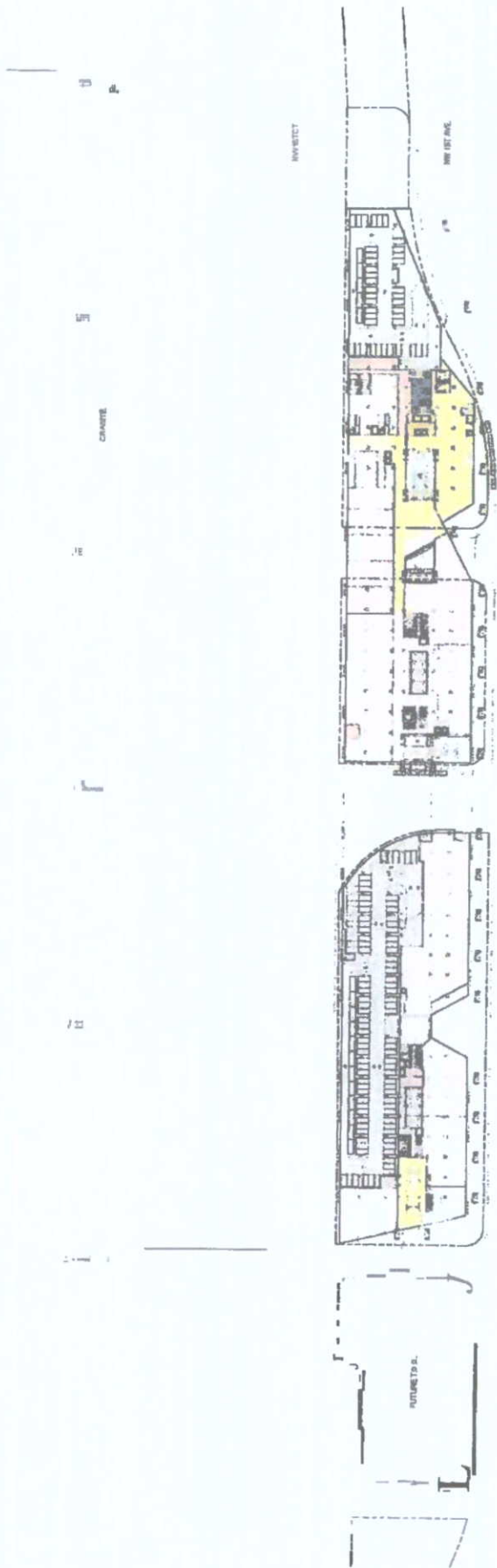
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PHASE 1 DEVELOPMENT PLANNING
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PHASE I DEVELOPMENT PLANNING
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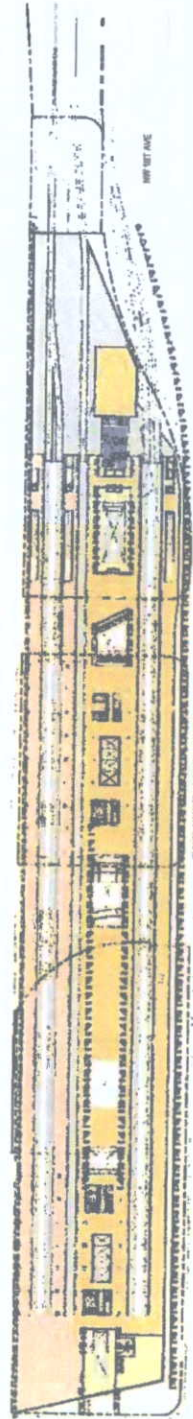
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PHASE 1 DEVELOPMENT PLANNING
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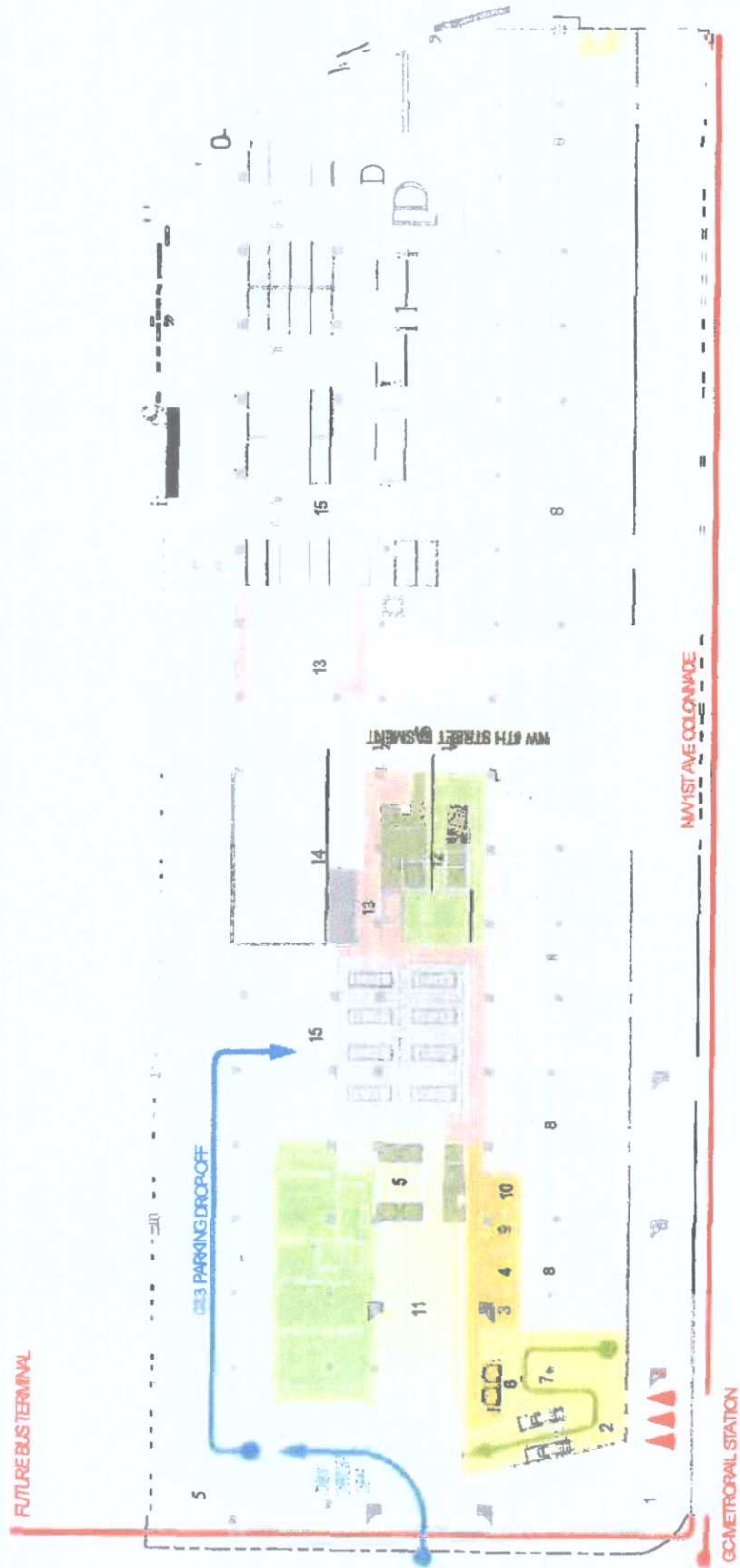
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STATION PLANNING
GROUND LEVEL SOUTH CONCOURSE - A AND B BLOCKS



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STATION PLANNING



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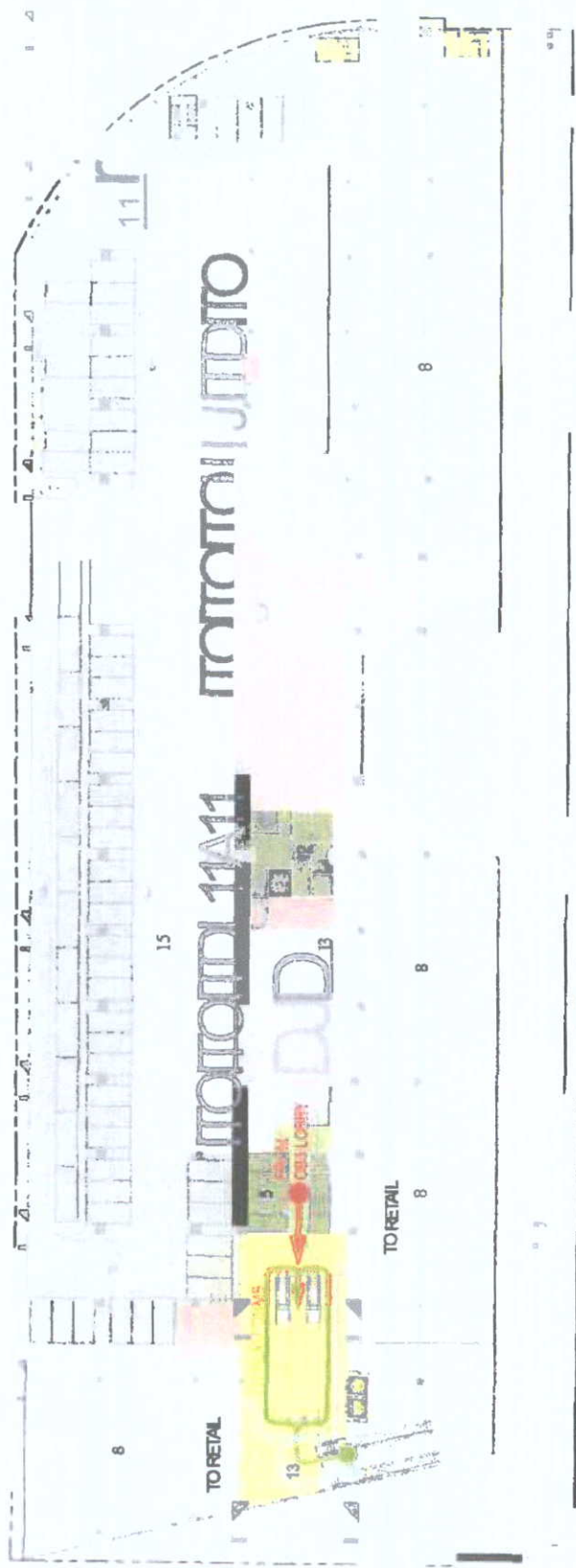
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STATION PLANNING
MEZZANINE LEVEL SOUTH CONCOURSE - A AND B BLOCKS



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STATION PLANNING



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STATION PLANNING



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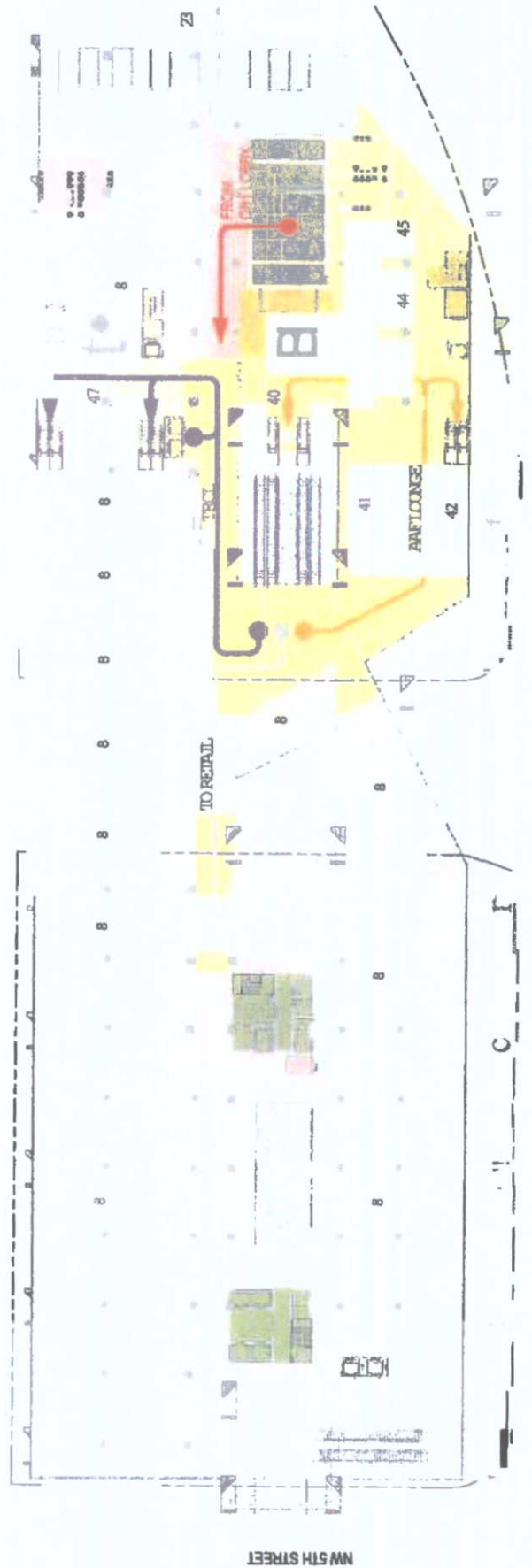
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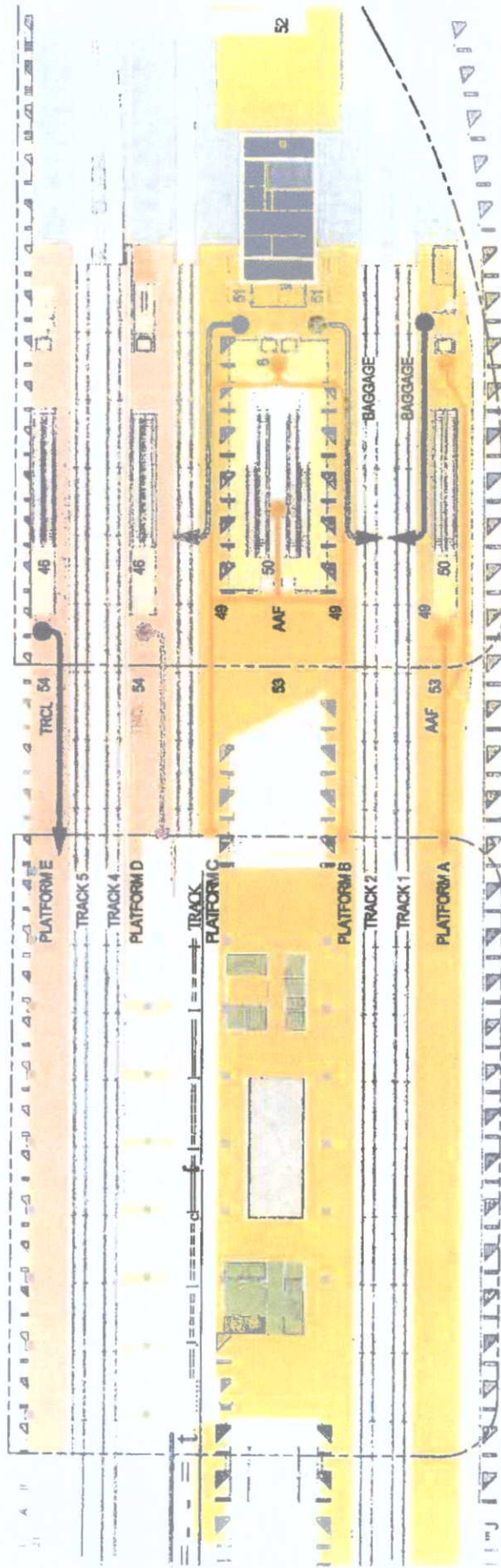
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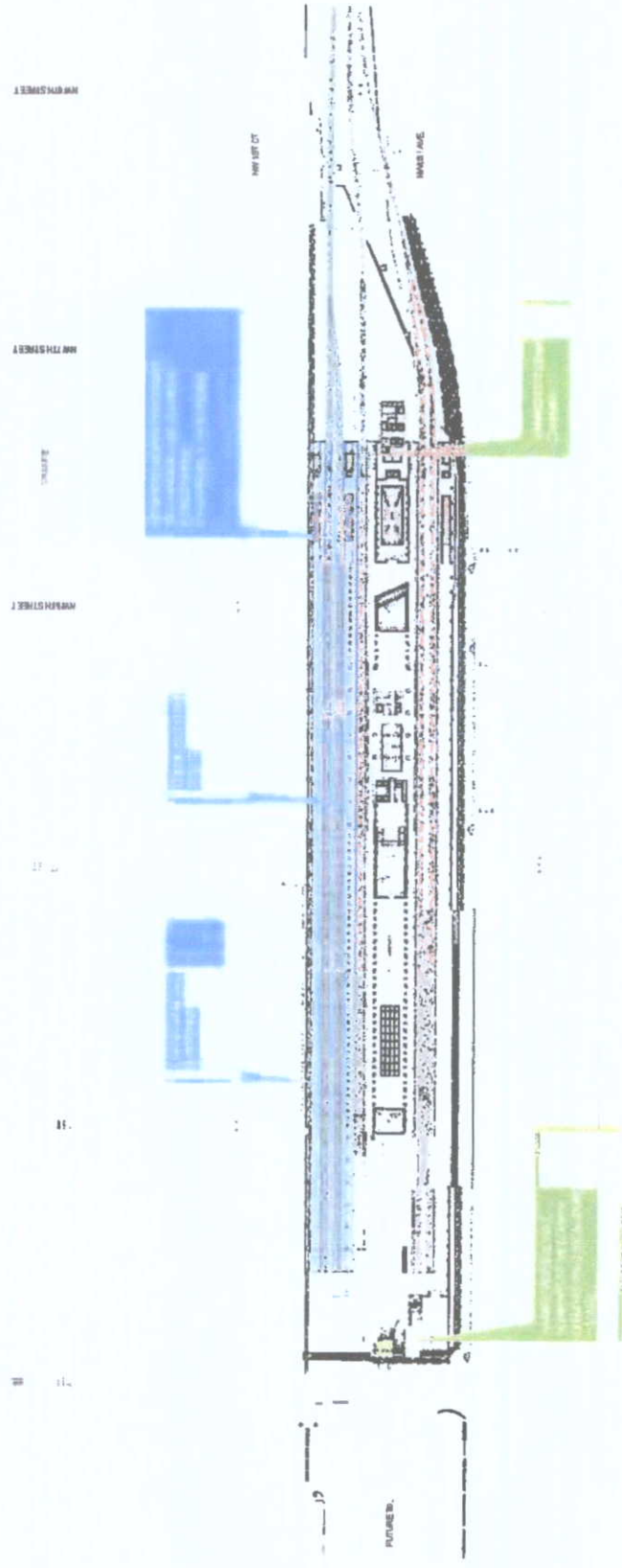


TRCL BOORDRAWING
SITE PLAN



DEDICATED TRCL SPACE
SHARED AA/TRCL SPACE
SHARED COUNTY/TRCL SPACE

TRCL SCOPEDRAWING
PLATFORM PLAN (+XX FT)



DEDICATED TRCL SPACE
SHARED AIR/TRCL SPACE
SHARED COUNTY/TRCL SPACE

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TROL SCOPEDRAWING
MEZZANINE PLAN (+XX FT)

NEW CONSTRUCTION

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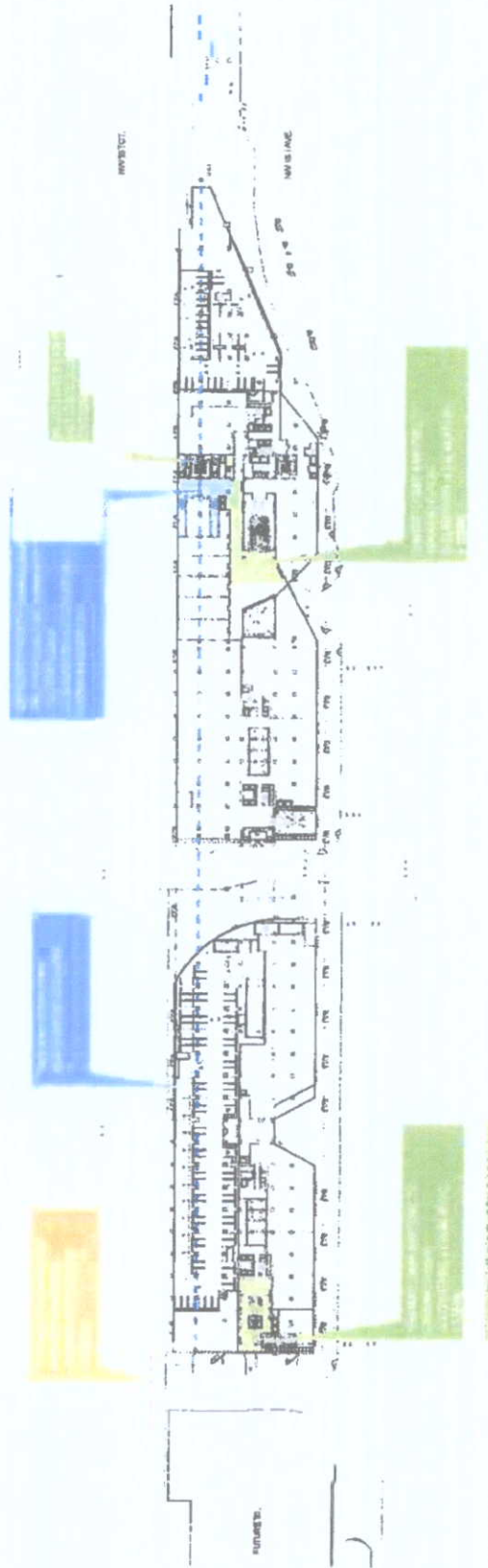
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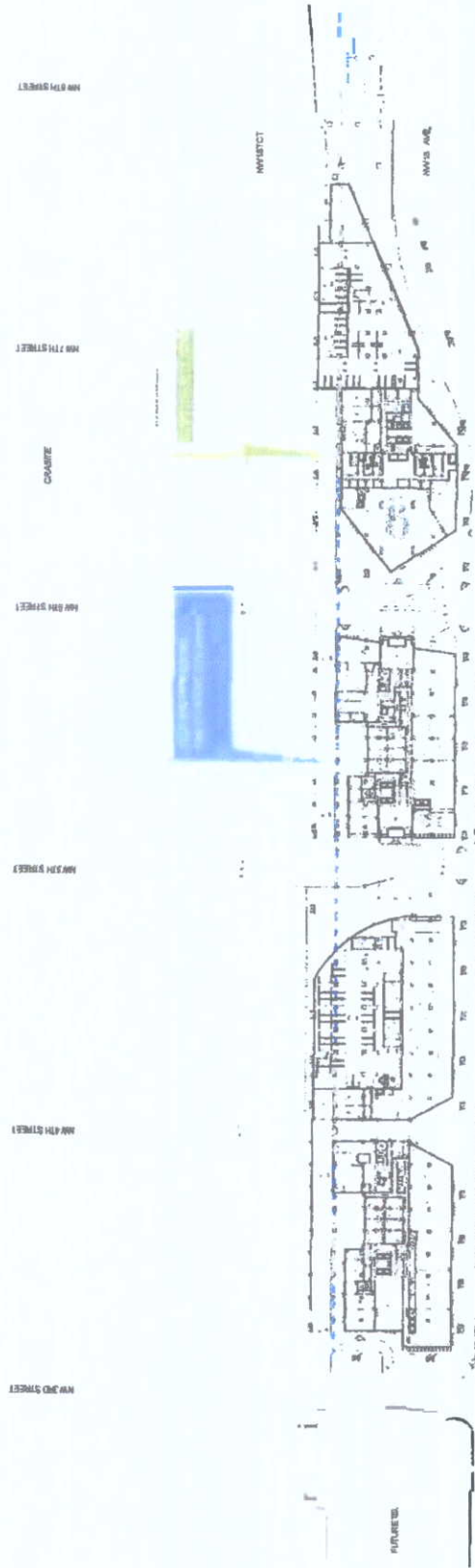
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DEDICATED TROL SPACE
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TROL SCORING DRAWING
PARKING MEZZANINE PLAN (+XX FT)



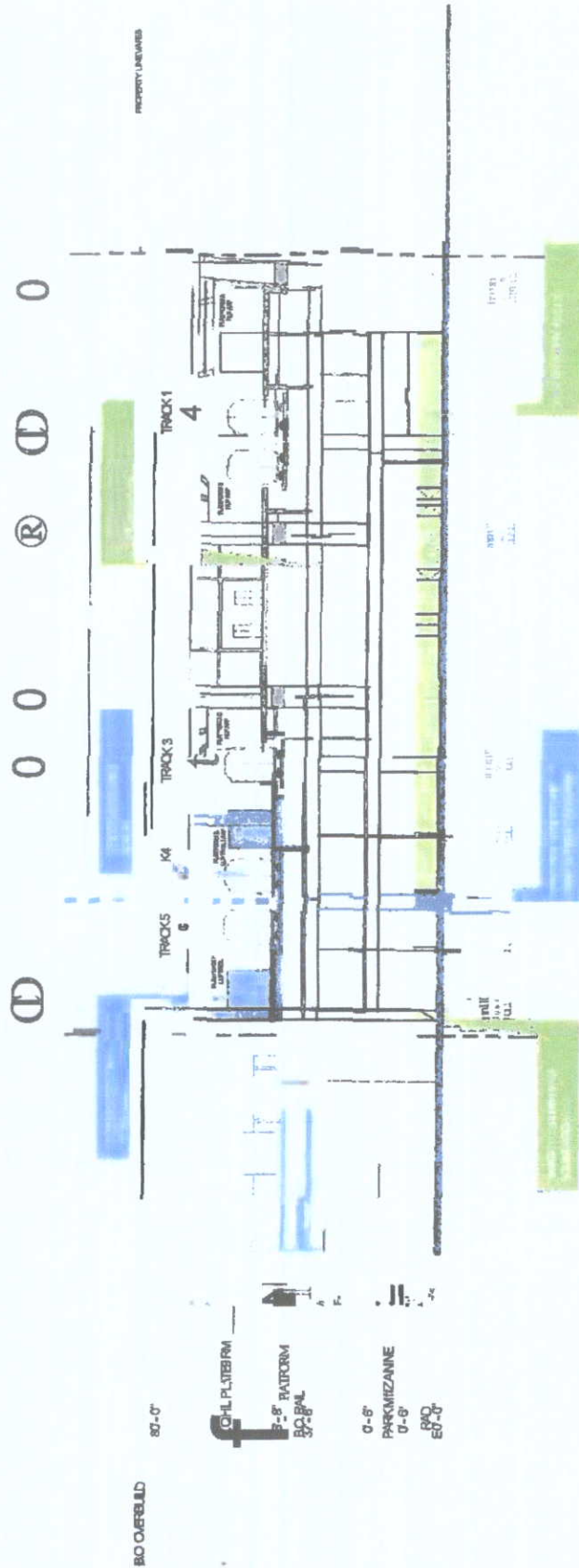
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DEDICATED TRCL SPACE
SHARED AAFLRCL SPACE
SHARED COUNTRYRCL SPACE

TRCSCOPE DRAWING
CROSS SECTION AT STATION



NE

- DEDICATED TRCL SPACE
- SHARED AIR TRCL SPACE
- SHARED COUNTRY TRCL SPACE

TRUCK SCOPE DRAWING
CROSS SECTION NOT AT STATION

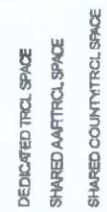


Exhibit "B"

Chapman Partnership Letter of Acknowledgment



Miami, June 11th 2015

Mr. Pieter Bockweg,
Executive Director
Omni Community Redevelopment Agency
1401 N. Miami Avenue, Upstairs
Miami, FL 33136

Re: Community Benefits Support for Chapman Partnership Downtown Homeless Assistance Center - Omni Community Redevelopment Agency ("CRA") Reimbursement Grant for Tri-Rail Downtown Miami Link Platform Improvements

Dear Mr. Bockweg,

On behalf of the Chapman Partnership ("Chapman"), I write to express our support of South Florida Regional Transportation Authority's ("SFRTA") request for financial support from the Omni CRA. Presently, Chapman operates two Homeless Assistance Centers with 800 total beds located in Miami and Homestead, one of which is located at 1550 N. Miami Avenue, Miami, FL ("North Center"), which collectively serve approximately 5,000 men, women and families with children annually. Chapman helps the homeless by providing comprehensive support program that includes emergency housing; meals; health, dental, and psychiatric care; day care; job training and placement and assistance with securing stable housing during an average length of stay from 60 to 120 days for individuals and families with children, respectively.

At the direction of the Omni CRA, SFRTA and Chapman have been in discussions in recent weeks to ensure that Chapman residents are directly benefited from the CRA's proposed investment in the Tri-Rail Downtown Miami Link platform improvements (the "Improvements"). Among the greatest challenges faced by individuals and families residing at the North Center is access to affordable and reliable public transportation that will allow them to pursue job, job-readiness, and educational opportunities. As a result of our discussions, SFRTA has committed to provide free monthly fare cards to individuals residing at North Center.

In exchange for SFRTA's commitment, Chapman has agreed to assume the responsibility of notifying SFRTA on a monthly basis of the total number of individuals residing at the North Center requiring monthly access to fare cards to access employment, job training, and educational opportunities located near the Tri-Rail corridor ("Authorized Rider"). Similarly, Chapman has further agreed to timely advise SFRTA of the termination of an Authorized Rider's eligibility status. We believe these concessions on Chapman's part are well worth the advantages that will ensure to the benefit of the individuals and families we serve.

In closing, we hope that you and your colleagues will favorably consider SFRTA's request for financial support to advance the Improvements and look forward to working with SFRTA to address the transit and mobility challenges faced by the homeless individuals and families we serve.



Respectfully,


Lisa M. Magrino
Chief Operating Officer

Cc: The Honorable Marc Sarnoff, Chairman
The Honorable Wifredo "Willy" Gort, Board Member
The Honorable Frank Carollo, Board Member
The Honorable Francis Suarez, Board Member
The Honorable Keon Hardemon, Board Member

Exhibit "C"

Tri-Rail Downtown Miami Link Funding Sources

Contribution by Entity
Cash Flow Model

Entity	Contribution by Year (\$)							Total	%	
	2016	2017	2018	2019	2020 - 2030					
City of Miami	SEOPW CRA	0	0	17,528,049	0	0		\$17,528,049	25%	
	Omni CRA	1,875,000	1,875,000	0	0	0		\$3,750,000	5%	
	City of Miami	3,000,000	2,500,000	1,500,000	167,000	0		\$7,167,000	10%	
	Miami Downtown Development Authority	650,000	300,000	317,000		0		\$1,267,000	2%	
	DRI	172,850	256,605	750,575	0	0		\$1,180,030	2%	
Miami Dade County	Miami-Dade County	13,900,000	0	0	0	0		\$13,900,000	20%	
	FDOT Discretionary Fund Contribution	0	3,107,921	0	0	0		\$3,107,921	4%	
State of Florida	South Florida Regional Transportation Authority	3,100,000	750,000	750,000	0	0		\$4,600,000	7%	
	Florida Department of Transportation	0	17,190,000	0	0	0		\$17,190,000	24%	
	Total Project Cost:							\$0	\$69,690,000	99%
Total Project Cost:								\$70,440,000		
Needed Funding to be discussed with City of Miami, SEOPW CRA and other entities.*								\$	750,000	1%
*This balance in funding would be paid by 2018 and financed by either the City of Miami or SEOPW CRA through one of two methods Bond Issuance or a typical municipal financial instrument at a rate of 3% to 4%.										

* This balance in funding would be paid by 2018 and financed by either the City of Miami or SEOPW CRA through one of two methods Bond Issuance or a typical municipal financial instrument at a rate of 3% to 4%.

* FDOT Discretionary Fund Contribution of \$3 million in 2018 contingent upon confirmation from FDOT Secretary.

* Possible additional contribution sources: (i) SEOPW DRI Transportation Fees; (ii) Omni CRA; and (iii) SEOPW CRA.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 2015, by and between THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and agency of the STATE OF FLORIDA (the "SFRTA"), and the OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA").

RECITALS:

WHEREAS, the CRA was formed for the purpose of removing blight and blighted property in the Omni Redevelopment Area (the "Redevelopment Area") and to promote redevelopment and employment within the Redevelopment Area; and

WHEREAS, notwithstanding the Redevelopment Area's regional location and proximity to important centers of activity, major transportation systems, and significant centers of employment, the Redevelopment Area has seen limited commercial and residential development since the inception of the CRA in 1987; and

WHEREAS, the Omni CRA Redevelopment Plan recognizes that targeted investments in transportation service enhancements can diminish barriers to investment within the Redevelopment Area; and

WHEREAS, SFRTA operates a regional, commuter rail system, commonly referred to as Tri-Rail, which, provides affordable access to employment centers across Miami-Dade, Broward and Palm Beach Counties; and

WHEREAS, the CRA wishes to provide financial assistance to SFRTA to help facilitate the design and construction of certain rail improvements within the Redevelopment Area and additional platform improvements at the proposed Miami Central Station, located outside the Redevelopment Area, in order to accommodate future Tri-Rail commuter rail service via the Florida East Coast Railway (the "FECR") corridor to downtown Miami improving regional access to and mobility within the Redevelopment Area (identified as the "Tri-Rail Downtown Miami Link"); and

WHEREAS, it is estimated that the design and construction of the required Tri-Rail station and rail improvements will cost an estimated \$70.44 million and consist of approximately \$21 million for eight (8) miles of rail line improvements to the FECR corridor and Fifty Million Four Hundred Thousand and no/Dollars (\$50,400,000.00) million (the "Estimated Cost") in station improvements to construct: (i) a 62,000 sq. ft. elevated platform and trackage; (ii) a mezzanine level consisting of columns and related structures which support the associated Tri-Rail platform and trackage; and (iii) related Miami Central Station elements including, but not limited to, portions of elevators, escalators, support spaces and storage areas, all as more particularly described in Exhibit "A" (hereinafter the station improvements identified in (i) through (iii) shall be referred to as the "Improvements"); and

WHEREAS, collectively, All Aboard Florida ("AAF") and FECR have agreed to contribute (i) the land required to accommodate the Improvements, (ii) a reduced access fee for SFRTA's use of the FECR corridor, (iii) the financial carrying costs for the Improvements through construction of the Tri-Rail platform, and (iv) a pro-rated cost sharing for those Miami Central Station infrastructure improvements that will be shared with SFRTA; and

WHEREAS, SFRTA has requested grant support to help underwrite the cost of the rail corridor improvements and is seeking regional funding for the Improvements; and

WHEREAS, the CRA wishes to provide such funding assistance for the Improvements to SFRTA for the timely completion of the Improvements given the regional transportation benefits associated therewith, the catalytic impact the Improvements will have on future development within the Redevelopment Area and the transformative nature of the Miami Central Station (the "Project"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SFRTA and CRA agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, incorporated herein by reference and made part hereof.

2. RESPONSIBILITIES OF SFRTA.

2.1 Permits and Approvals. SFRTA intends to procure the design and construction of the Improvements as a sole source by entering into a contract with AAF, the owner of the property on which the Improvements will be located and the entity that will be designing, permitting and constructing the Project, of which the Improvements are a part. AAF, on behalf of SFRTA, shall obtain all necessary permits and approvals; and shall coordinate the review of design and construction documents with the applicable permitting agencies. AAF, subject to SFRTA's approval, shall make all necessary adjustments as required for approval and/or permitting by the applicable agencies.

2.2 Public Information and Involvement. Immediately prior to and during construction, as appropriate, AAF will, on SFRTA's behalf, provide information to adjacent property owners and area residents about the scope of the proposed Improvements.

2.3 Publicity. SFRTA agrees that it shall ensure that all its publicity, public relations, advertisements and signs recognize and reference the CRA for its funding support of the Improvements. Such acknowledgment shall include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. The use of the official CRA logo is required for the publicity purposes stated herein. SFRTA, or its agents, shall submit samples or mock-ups of such publicity or materials to the CRA for review and approval, which approval shall not be unreasonably withheld, prior to any distribution. SFRTA shall ensure that all media representatives, when inquiring about the Improvements, are informed that CRA has contributed the Funds (as defined herein), which represent a portion of the total funding for the Improvements.

2.4 Accounting. SFRTA shall at all times maintain a separate accounting of the use of the Funds so those costs and the use of the Funds may be independently verified and audited by the CRA at the CRA's request. SFRTA agrees to permit such auditors to inspect the books, records and accounts of the Improvements for three (3) years after completion of the Improvements. These records shall be made available to the CRA for inspection within thirty (30) business days upon receipt of a written request from the CRA.

2.5 Contracting for Improvements. The CRA agrees that the selection, contracting, retention and discharge of AAF for the design and construction of the Improvements shall be the sole responsibility of SFRTA.

2.6 Claims and Change Orders. The CRA shall bear no responsibility for any claims or change orders that may arise.

2.7 Disadvantaged Business Enterprise. SFRTA shall require AAF to comply with its disadvantaged business enterprise ("DBE") requirements.

2.8 Construction Administration and Inspection. SFRTA shall exercise all responsibilities of the owner under the design and construction contract for the Improvements, including construction administration and inspections. SFRTA may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The CRA, at its sole cost and expense, may assign an inspector to participate in the routine daily inspections. SFRTA's designated representative and the CRA's designated representative shall jointly perform the inspection of the Improvements which immediately precedes substantial completion. SFRTA, or its agent(s), shall certify upon completion that the Improvements have been constructed pursuant to the design plans, specifications and any change orders approved by SFRTA, or its agent(s).

Presently, SFRTA estimates that final acceptance of the Improvements will occur on or before December 31, 2016, but not later than June 30, 2017 (the "Construction Completion Date"), and that Tri-Rail revenue service to the Miami Central Station will commence on or before March 31, 2017, but not later than December 31, 2017 (the "Service Commencement Date").

2.9 Maintenance. SFRTA shall be solely responsible for maintenance upon final acceptance of the Improvements. As such, SFRTA, and not the CRA, shall be responsible for all claims, demands, liabilities and suits arising from allegations or suits in tort as to the condition of the Improvements.

3. RESPONSIBILITIES OF CRA:

3.1 Funding Amount, Reimbursement of Project Costs. The CRA agrees to provide SFRTA with funds in an amount not to exceed Three Million Seven Hundred Fifty Thousand and No Dollars (\$3,750,000.00) for eligible costs, as outlined herein, incurred for the design and construction of the Improvements (the "Funds"). The CRA shall disburse the Funds to SFRTA in the manner set forth in Section 5. The CRA shall incur no liability for any costs in excess of the Funds unless there has been a duly authorized increase approved by the Board of Commissioners of the CRA. In the event the actual costs of the Improvements are less than the Estimated Cost, all remaining funds shall remain with the CRA and the CRA shall have no further responsibility regarding any other reimbursement of project costs.

3.2 CRA Payments of Improvement Costs. The Funds shall be provided as specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$1,875,000.00	Omni TIF	2015-2016
\$1,875,000.00	Omni TIF	2016-2017

In the event SFRTA, through its agent AAF, fails to commence physical construction (as defined hereinafter in Section 8 below) of the Improvements on or before the first (1st) anniversary of execution of this Agreement, then the Funds otherwise payable to SFRTA shall be reduced by ten percent (10%) for every one (1) year period, or portion thereof, during which SFRTA has not commenced physical construction. Should SFRTA fail to initiate physical construction of the Improvements on or before the second (2nd) anniversary date of the execution of this Agreement, then the CRA's payment obligation pursuant to this Section shall be null and void. Additionally, should SFRTA fail to complete all construction and obtain all Certificates of Occupancy regarding the Improvements as referenced in this Agreement, then the CRA's payment obligation pursuant to this Section shall be null and void.

3.3 Improvement Cost Adjustments and Other Amendments. The amount of the Funds is based on the Estimated Cost. The Parties recognize that adjustments to the above-referenced costs may be required in the future and that, at the option of the Parties, amendments may be entered into to revise the amount of the Funds. Amendments that do not increase or decrease the amount of the Funds may be executed by the SFRTA Executive Director and the CRA Executive Director without the need for approval by the SFRTA Board and the Board of Commissioners of the CRA. Otherwise, further funding commitments shall be subject to the approvals of the Parties' respective governing boards.

4. **ELIGIBLE COSTS.** The Parties agree that only expenses incurred by SFRTA that are directly related to the design and construction of the Improvements are eligible for reimbursement from the Funds, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. Financing and legal costs shall specifically not be eligible for reimbursement from Funds provided pursuant to this Agreement.

5. **SCHEDULE AND MANNER OF REIMBURSEMENTS.** Upon execution of the Agreement, SFRTA shall furnish the CRA with a copy of the estimated budget for the Improvements, and, thereafter, shall similarly furnish the CRA with any and all revisions thereto. Upon execution of this Agreement, SFRTA shall also furnish to CRA a schedule of values identifying quarterly design and construction milestones and the anticipated construction expenditures payout schedule for such milestones for the Improvements. Quarterly disbursement of Funds by the CRA shall be based upon invoices provided by SFRTA accompanied by copies of paid contractor invoices (the "Reimbursement Request"). Each Reimbursement Request shall also include a copy of all payments made to contracted firms during the reimbursement period.

Reimbursement Requests shall commence on or after October 1, 2015. For the 2015-2016 fiscal year ending on September 30, 2016, quarterly disbursements by the CRA of the Funds shall not exceed One Million Five Hundred Thousand and No Dollars (\$1,875,000.00). For the 2016-2017 fiscal year, which fiscal year shall commence on October 1, 2016, and end on September 30, 2017,

quarterly disbursements by the CRA of the Funds shall not exceed One Million Five Hundred Thousand and No Dollars (\$1,875,000.00). Any Funds not disbursed during the above fiscal years shall be carried forward by the CRA for reimbursement in future fiscal years consistent with the terms set forth in Section 3.2 hereinabove.

6. COMMUNITY BENEFITS. SFRTA shall commit to the following community benefits:

6.1 Job Fairs. SFRTA, in conjunction with the CRA, shall conduct two (2) job fairs to promote employment opportunities during the construction of the Improvements; not less than one (1) job fair shall be conducted within one (1) month preceding the commencement of vertical construction on the Improvements. The second job fair may be conducted within six (6) months of the start of vertical construction of the Improvements. SFRTA, in conjunction with the CRA, shall conduct one (1) job fair no later than thirty (30) days prior to the commencement of revenue operations of the Tri-Rail commuter service at the Miami Central Station.

6.2 Agency Recognition. SFRTA shall install one (1) memorial plaque on a Tri-Rail passenger rail car actively servicing the Miami Central Station and one (1) memorial plaque at a conspicuous place in the Miami Central Station. Such plaques shall acknowledge the CRA's contribution to the establishment of the Downtown Miami Link service and specifically include the name(s) of each of the CRA Board members and the CRA Executive Director as part of the acknowledgment.

6.3 Discounted Fares. SFRTA shall provide the indicated discounted fares to the following organizations/individuals:

i. Florida Film & T.V. Center. The CRA will certify existing and prospective workers who will be employed at film and television events occurring at the Florida Film & T.V. Center located within the CRA (the "Center") and provide a list of the same to SFRTA on a monthly basis (or on a timeframe mutually agreeable to both parties). SFRTA will provide such workers with a discount of fifty percent (50%) on standard Tri-Rail fares. The CRA will provide monthly notification (or within a timeframe mutually agreeable to both parties) of the termination of such workers' employment at events occurring at the Center to allow for termination of the applicable discounted fare cards.

ii. The Chapman Partnership. SFRTA shall work with the Chapman Partnership's North Center, located at 1515 N. Miami Avenue, Miami, FL (the "North Center"), to develop an outreach and support plan to provide free monthly fare cards to individuals resident at the North Center. In any such plan, the Chapman Partnership, not less than five (5) days prior to the commencement of each month following the effective date of this Agreement, shall notify SFRTA of the total number of individuals resident at the North Center requiring monthly ridership fare cards to access employment, educational opportunities, and job-readiness training near the Tri-Rail service corridor (the "Authorized Riders"). The Chapman Partnership shall be responsible for certifying the start and termination of an Authorized Rider. The Chapman Partnership shall notify SFRTA of the termination of an Authorized Riders residence at North Center not less than five (5) days prior to the commencement of each month so as to facilitate the timely termination of the Authorized Rider's monthly fare card. The CRA Executive Director shall be copied on all communications between SFRTA and the Chapman Partnership regarding the provisions of this Agreement. A letter of acknowledgment from the Chapman Partnership is attached hereto as Exhibit "B".

6.4 Minimum Service Levels. SFRTA shall operate not less than twenty-six (26) daily trains to the Miami Central Station with a cumulative passenger capacity of not less 9,750 seats per day (the "Minimum Service Level"). SFRTA shall maintain such Minimum Service Levels unless

modified by SFRTA following review and the approval of the CRA. The CRA shall approve reductions to the Minimum Service Level when presented with information by SFRTA evidencing: (i) reduced ridership demand for the Tri-Rail Downtown Miami Link; or (ii) reductions in operating support from public funding sources which require service reductions.

6.5 Term of Community Benefits. SFRTA shall provide the community benefits set forth in Sections 6.2, 6.3, and 6.4 hereinabove through the life of the CRA, including any potential extensions, but in no event beyond March 31, 2042.

7. COMPLIANCE WITH LAWS. The Parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Improvements. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

8. APPROVALS. Unless waived by action of the CRA, this Agreement shall only become effective upon approval by the Board of Commissioners of the CRA and the SFRTA Governing Board. In the event the Agreement is not approved, the Agreement shall be null and void and be of no force or effect. The Parties also agree that this Agreement shall be conditioned upon approval of all applicable agreements for the Improvements including: (i) the sole source agreement between AAF and SFRTA for the Improvements; (ii) the loan agreement between an AAF affiliate or other third-party lender and SFRTA for a loan for the cost of some of the Improvements; (iii) the agreement between AAF, FECR, FDOT and SFRTA for the Improvements and operations and maintenance on the FECR corridor; (iv) a separate agreement with FECR (if necessary) for the rail infrastructure improvements; and (v) all other funding with other funding partners and SFRTA for the Improvements, less the amount of any SFRTA contributions to the cost of such Improvements. This Agreement shall be further conditioned upon the Miami-Dade County Metropolitan Planning Organization's ("MPO's") authorization of the use of not less than Three Million and No Dollars (\$3,000,000.00) for eligible costs related to the design and construction of the Improvements from such funding sources as may be authorized by the MPO. A listing of anticipated funding sources and amounts is attached hereto as Exhibit "C". In the event SFRTA fails to initiate physical construction of the Improvements (the term "physical construction" does not include the preparation of construction documents or permitting of the same for the Improvements) within two (2) years of the date of the execution of this Agreement, this Agreement shall be null and void. Additionally, in the event that any of the conditions and approvals specified in this Section are complied with, this Agreement shall be null and void.

9. INDEMNIFICATION. To the extent authorized by Florida law and all limitations thereunder, SFRTA hereby agrees to indemnify, defend, save and hold harmless the CRA, its officers, agents, and employees from any and all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the negligence of SFRTA, its officers, agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CRA for its sole negligence.

To the extent authorized by Florida law and subject to all limitations included in Section 768.28, Florida Statutes, the CRA hereby agrees to indemnify, defend, save and hold harmless the SFRTA to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the negligence of the CRA, its officers, agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SFRTA for its sole negligence.

In the event of breach or non-performance by the persons selected by SFRTA to perform the design and construction of the Improvements, SFRTA shall, upon written request by the CRA, assign to the CRA any and all rights under the affected contract for purposes of the CRA's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless SFRTA, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. SFRTA agrees to cooperate fully with the CRA in the prosecution of any such claim or action. Any damages recovered by the CRA in the prosecution of any such claim or action which is attributable to any expenditure by SFRTA shall be returned to SFRTA by the CRA within sixty (60) business days of receipt of such payment for damages recovered.

10. DEFAULT. If through any cause within the reasonable control of SFRTA, SFRTA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the CRA may thereupon give written notice to SFRTA of such default and specify what actions must be taken to cure said default to avoid termination hereunder. SFRTA shall have sixty (60) days to cure said default or such additional period authorized by the CRA. In the event that SFRTA shall not have cured said default to the satisfaction of the CRA by such deadline, then this Agreement may be terminated by the CRA upon notice of termination to SFRTA. Upon such termination, the CRA shall not be responsible for reimbursement of any outstanding invoices and all remaining funds shall remain in the possession and control of the CRA.

If through any cause within the reasonable control of the CRA, the CRA shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, SFRTA may thereupon give written notice to the CRA of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The CRA shall have sixty (60) days to cure or additional period authorized by SFRTA. In the event that the CRA shall not have cured said default by such deadline, then this Agreement may be terminated by SFRTA upon notice of termination to CRA.

In the event either party terminates this Agreement for cause, the terminating party shall have all remedies available to it under State law against the party being terminated and the party being terminated shall have available all rights available under State law to defend itself if the terminating party seeks to have any remedies opposed or it.

11. DISPUTE RESOLUTION, APPLICABLE LAW. The Parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each Party will bear its own attorney's fees.

12. ENTIRE AGREEMENT, AMENDMENTS. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms thereof shall be predicated upon any prior representation or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties. Unless specified otherwise in this agreement, the Executive Director of the CRA shall have full authority to amend, modify, or alter any

agreement addressing non-substantial changes without the need to have a public hearing before the Board of Commissioners of the CRA.

13. SEVERANCE. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the SFRTA or CRA elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

14. ASSIGNMENT OF REIMBURSEMENT AGREEMENT. SFRTA may execute and deliver to an AAF affiliate or third-party lender such assignment of any and all rights in favor of SFRTA and such Funds due to SFRTA under this Agreement as SFRTA may from time-to-time request while this Agreement remains in force and effect and upon written concurrence of the CRA which shall not be unreasonably withheld, conditioned or delayed.

15. NOTICES. Any and all notices required to be given under this Agreement shall be sent via first class mail, addressed as follows:

To the CRA:

Omni Redevelopment District Community Redevelopment Agency
Attention: Pieter A. Bockweg, Executive Director
1401 N. Miami Avenue, 2nd Floor
Miami, FL 33136
(305) 679-6868

With a copy to:

City of Miami City Attorney's Office
Attention: Barnaby L. Min, Esq., Deputy General Counsel
444 SW 2 Avenue, Suite 945
Miami, FL 33137

To the SFRTA:

South Florida Regional Transportation Authority
Attention: Jack Stephens, Executive Director
800 N.W. 33rd Street
Pompano Beach, FL 33064
(954) 942-7245

With a copy to:

South Florida Regional Transportation Authority
Attention: Teresa J. Moore, Esq., General Counsel
800 N.W. 33rd Street
Pompano Beach, FL 33064

[SIGNATURE PAGES TO FOLLOW]

SUBSTITUTED

IN WITNESS WHEREOF, the Parties hereto set their hands and official seals the day and year first above written:

OMNI CRA

ATTEST:

OMNI REDEVELOPMENT DISTRICT COMMUNITY
REDEVELOPMENT AGENCY, a public agency and
body corporate created pursuant to Section
163.356, Fla. Statutes

TODD B. HANNON
CITY CLERK

BY: _____
Clerk of the Board

BY: _____
Pieter A. Bockweg, Executive Director

Approved as to form and legal sufficiency

Victoria Méndez
General Counsel

SUBSTITUTED

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

ATTEST:

SOUTH FLORIDA REGIONAL TRANSPORTATION
AUTHORITY, an agency of the State of Florida

BY: _____
Clerk

BY: _____
Jack L. Stephens, Executive Director

Approved by General Counsel as to legal
form and sufficiency:

Teresa J. Moore, Esq.
General Counsel

SUBSTITUTED

Exhibit "A"

Description of the Improvements

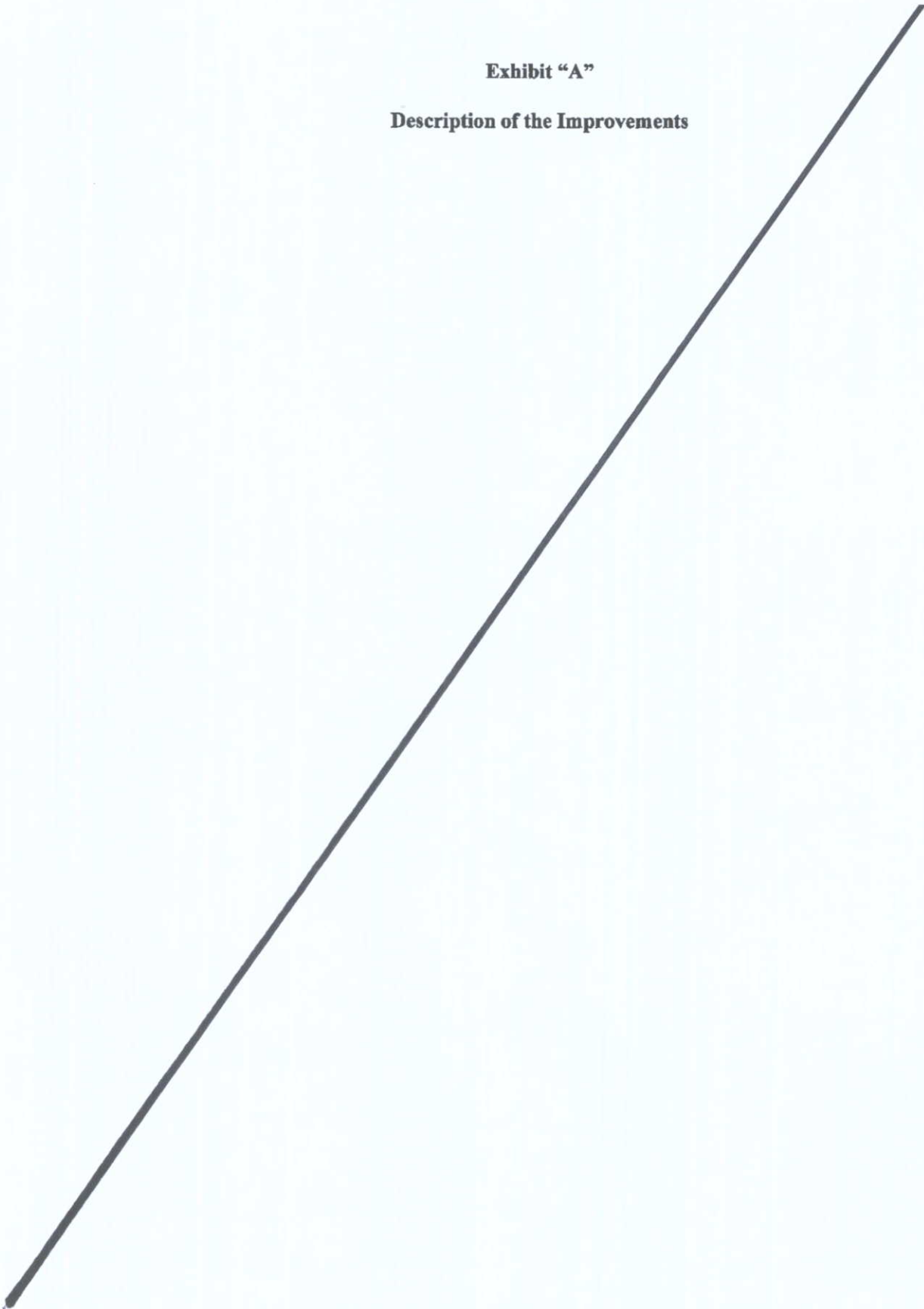


EXHIBIT A



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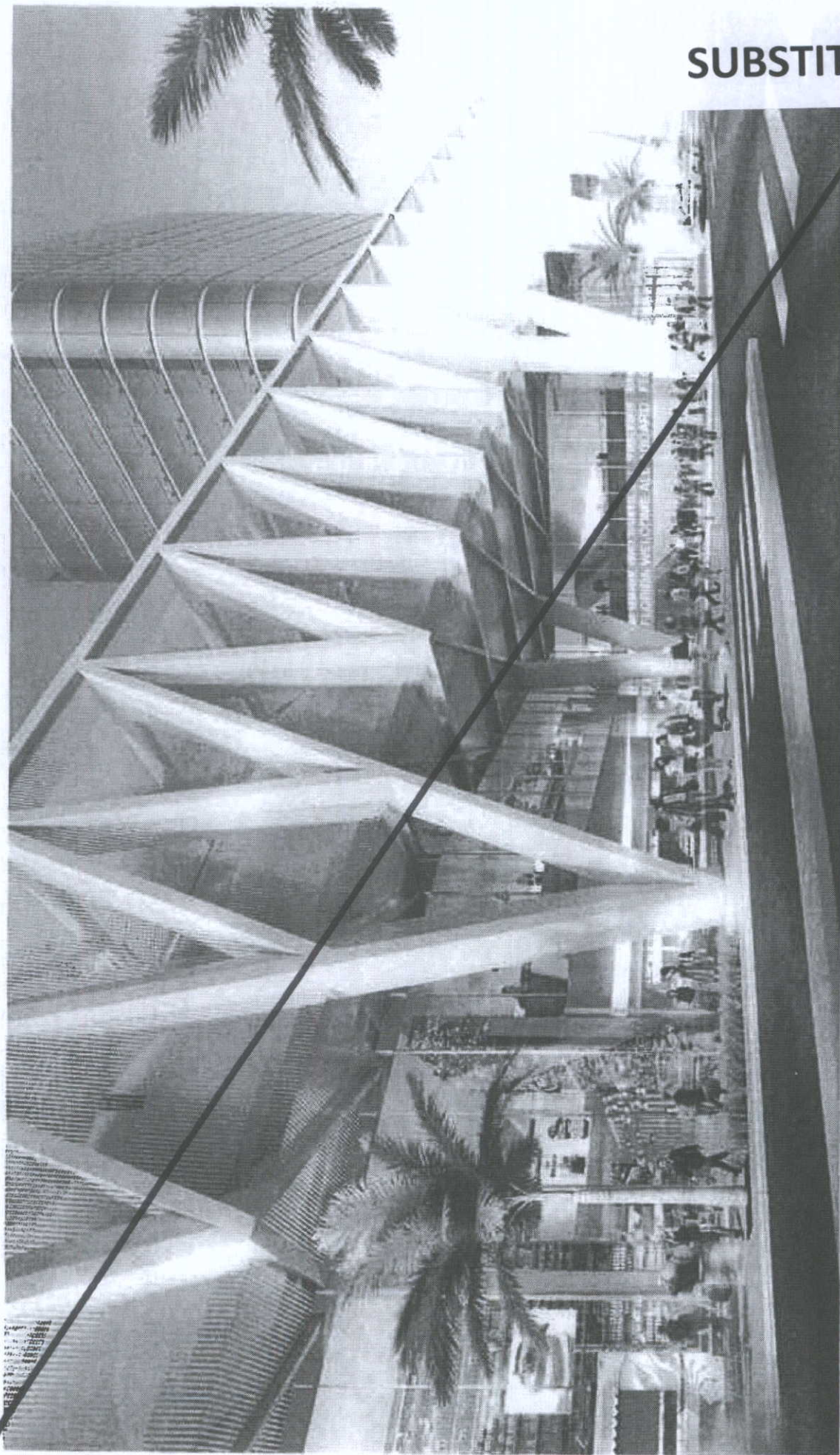
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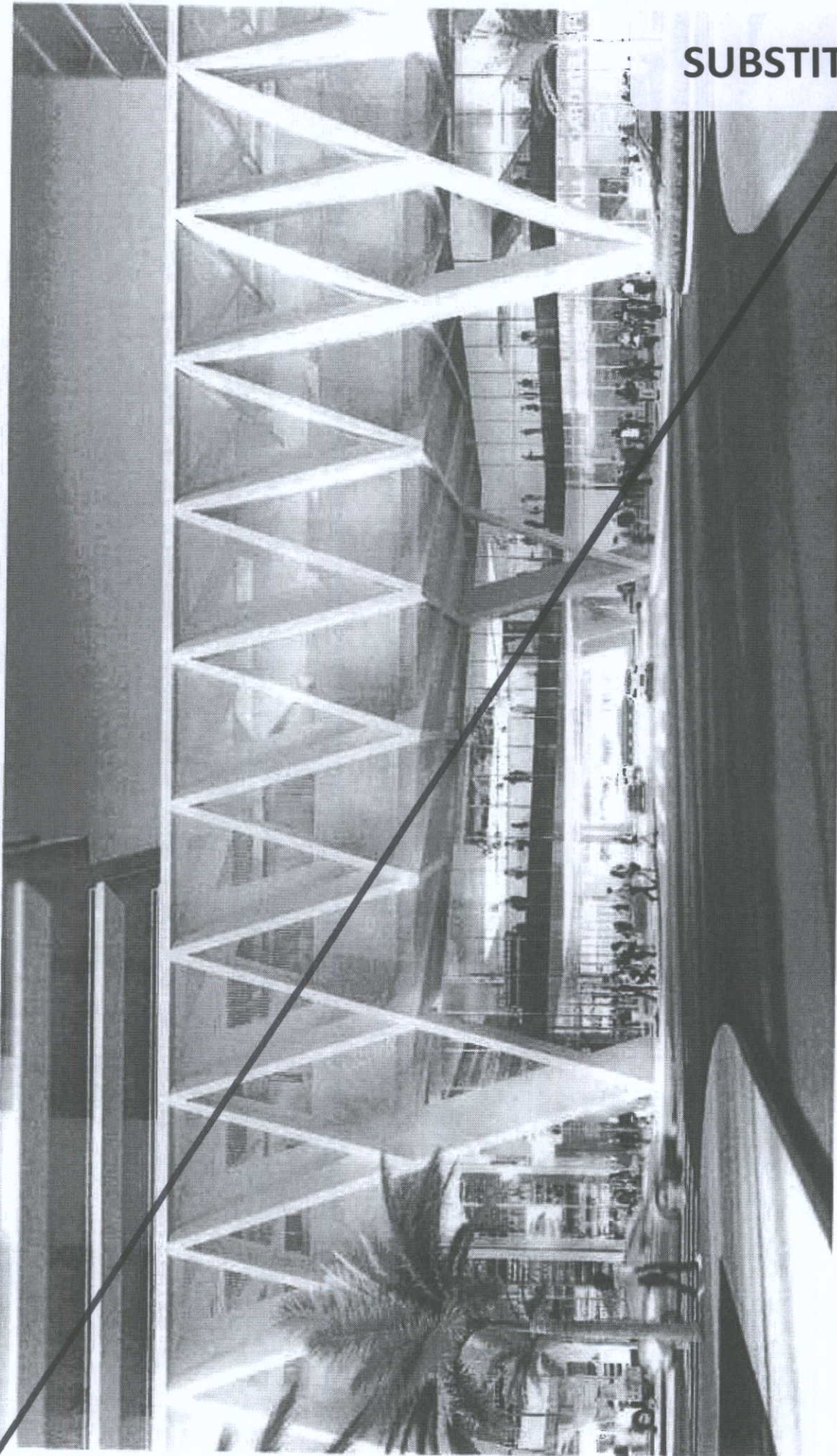
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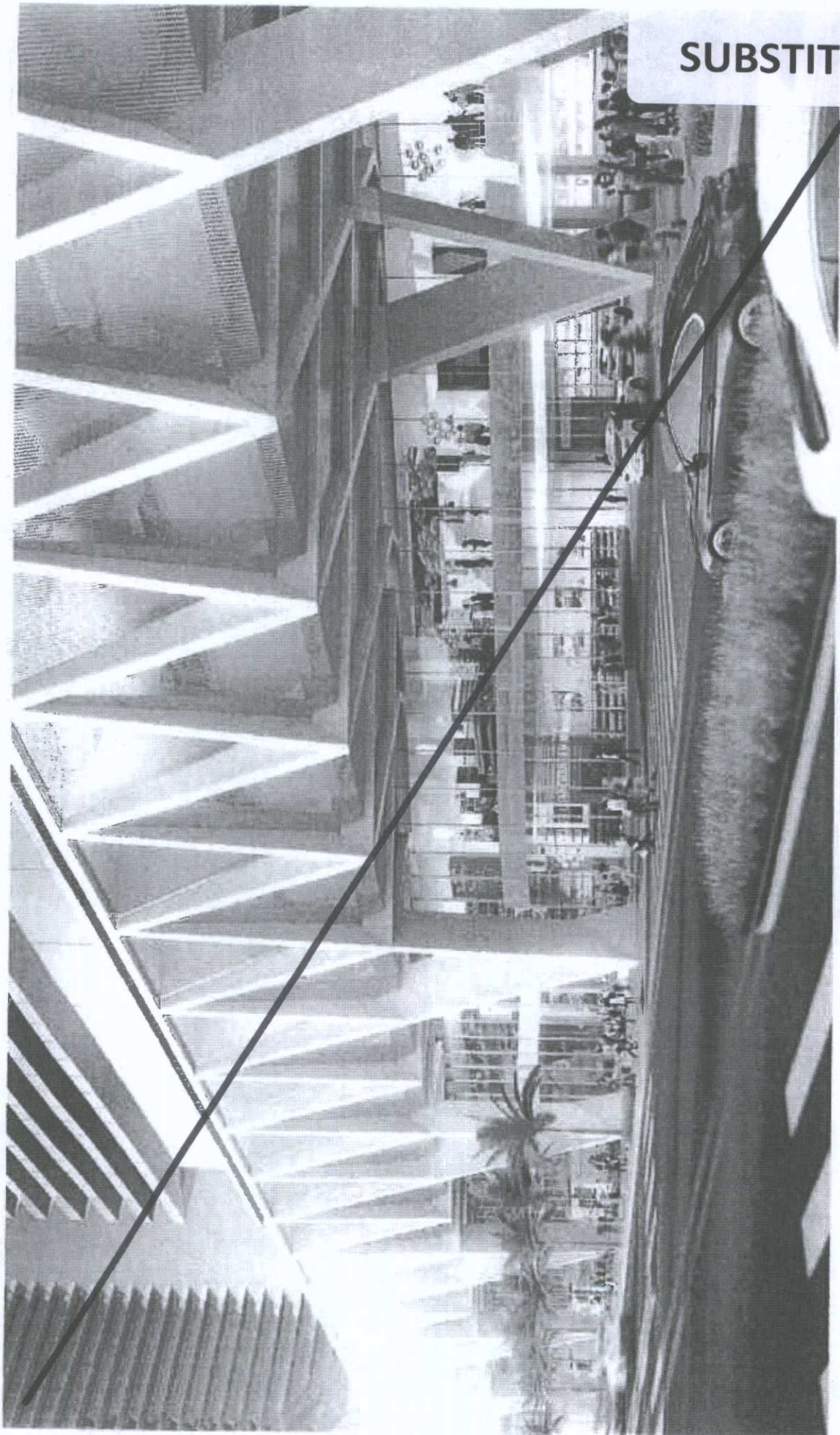
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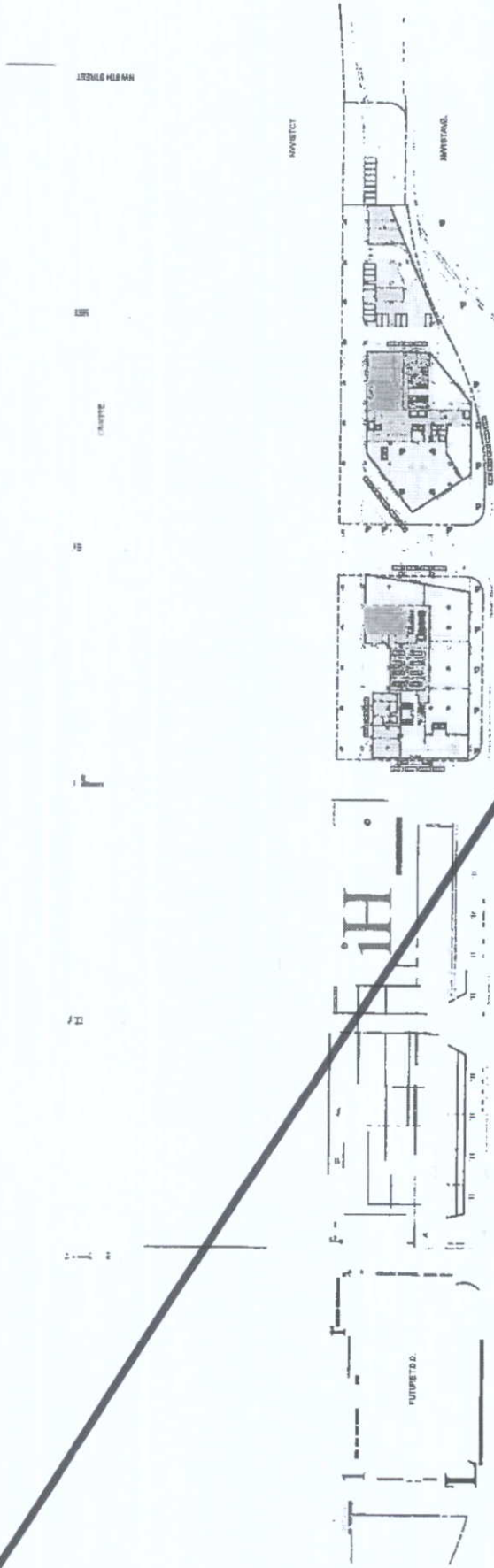


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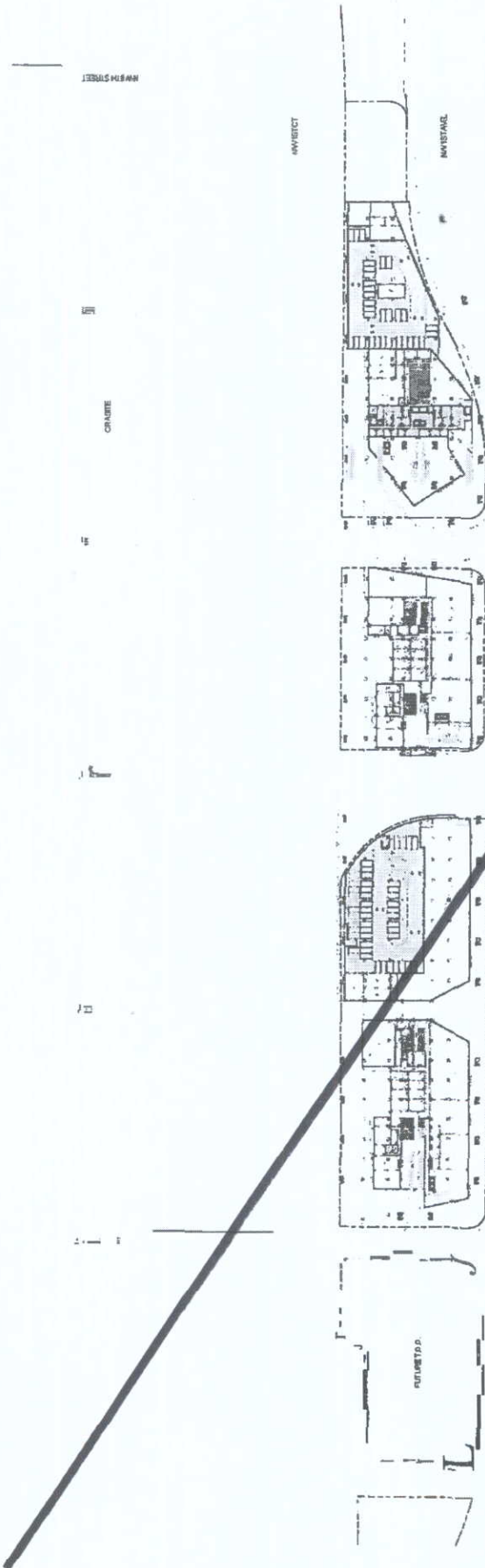
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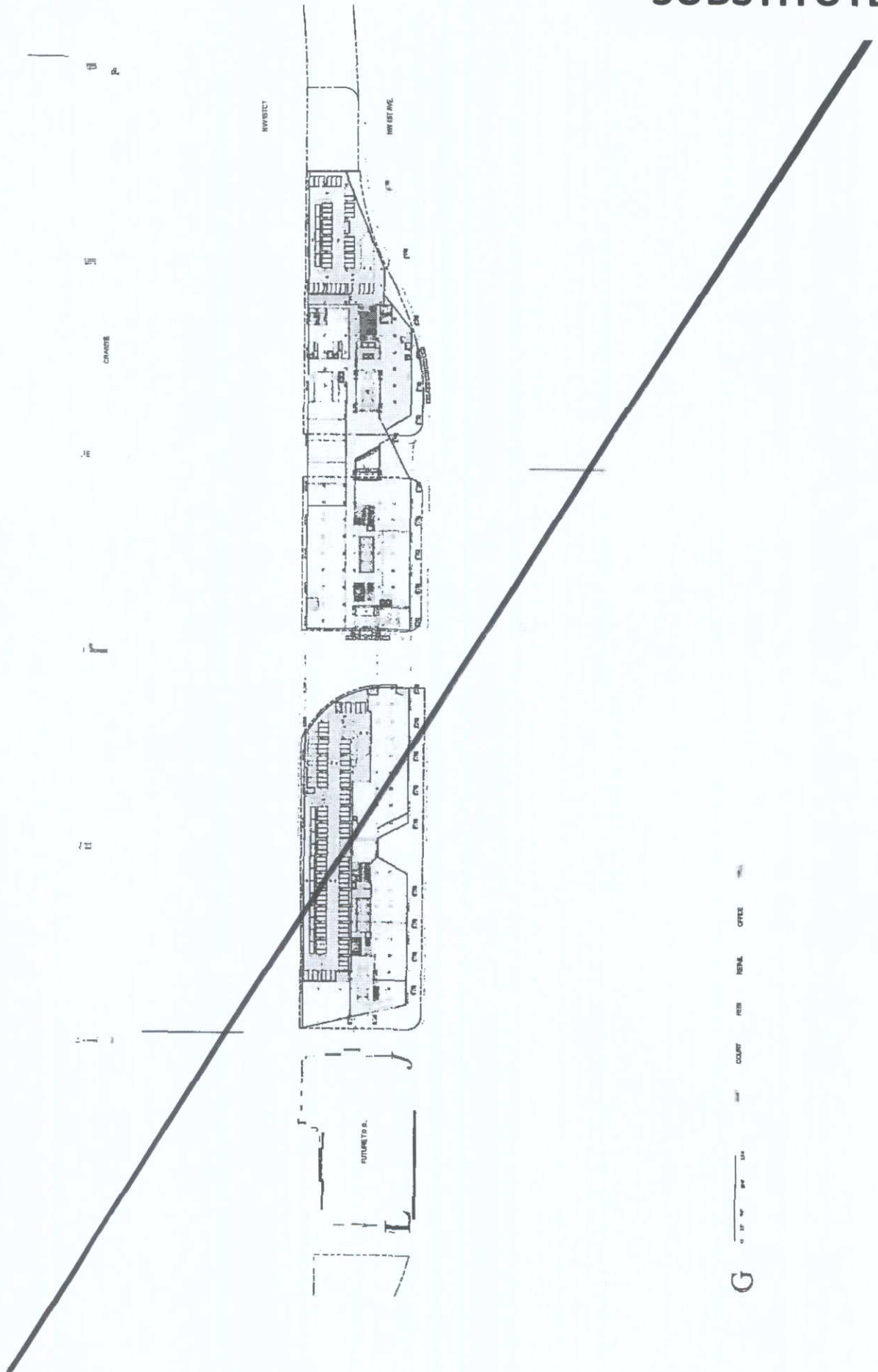
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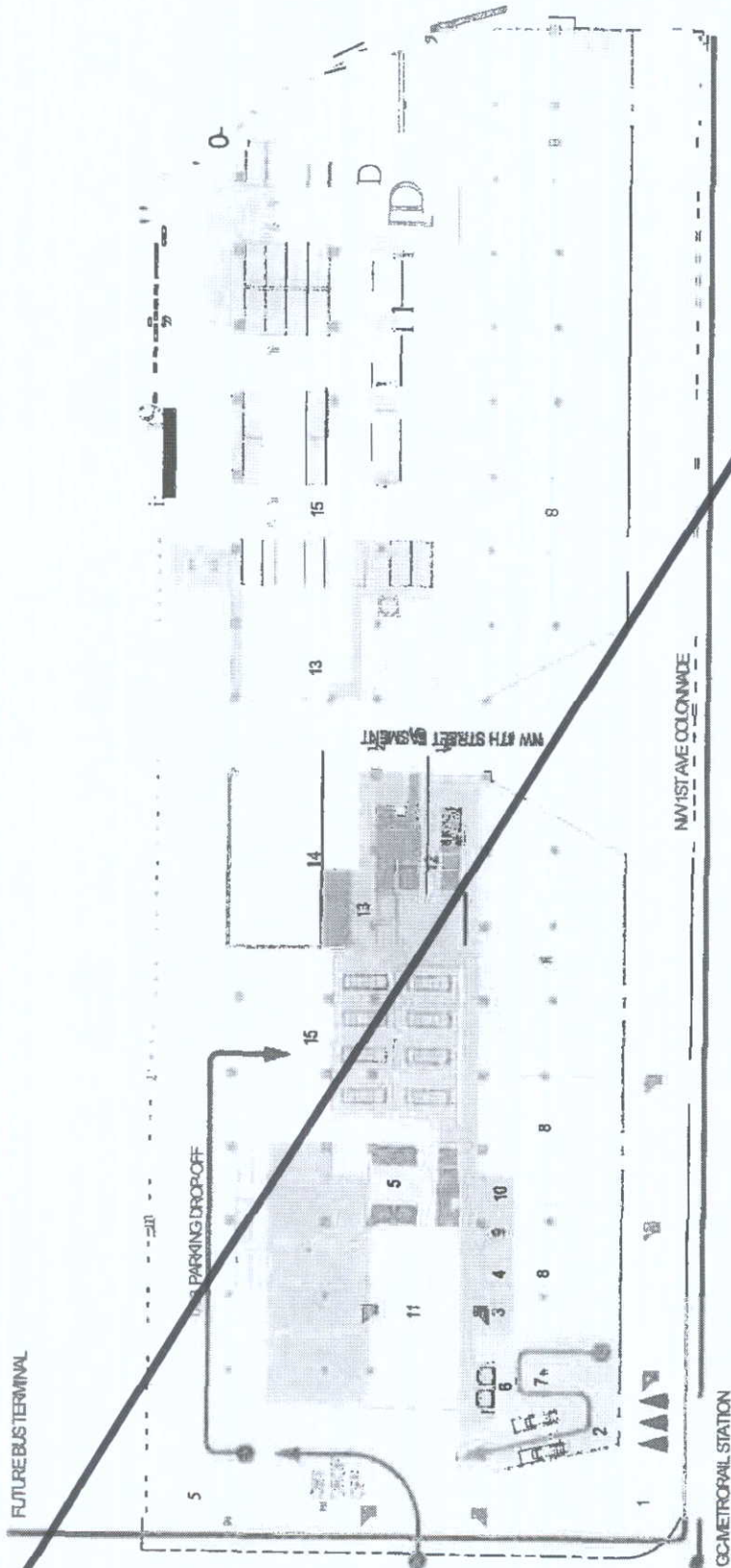
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STATION PLANNING
GROUND LEVEL SOUTH CONCOURSE - A AND B BLOCKS

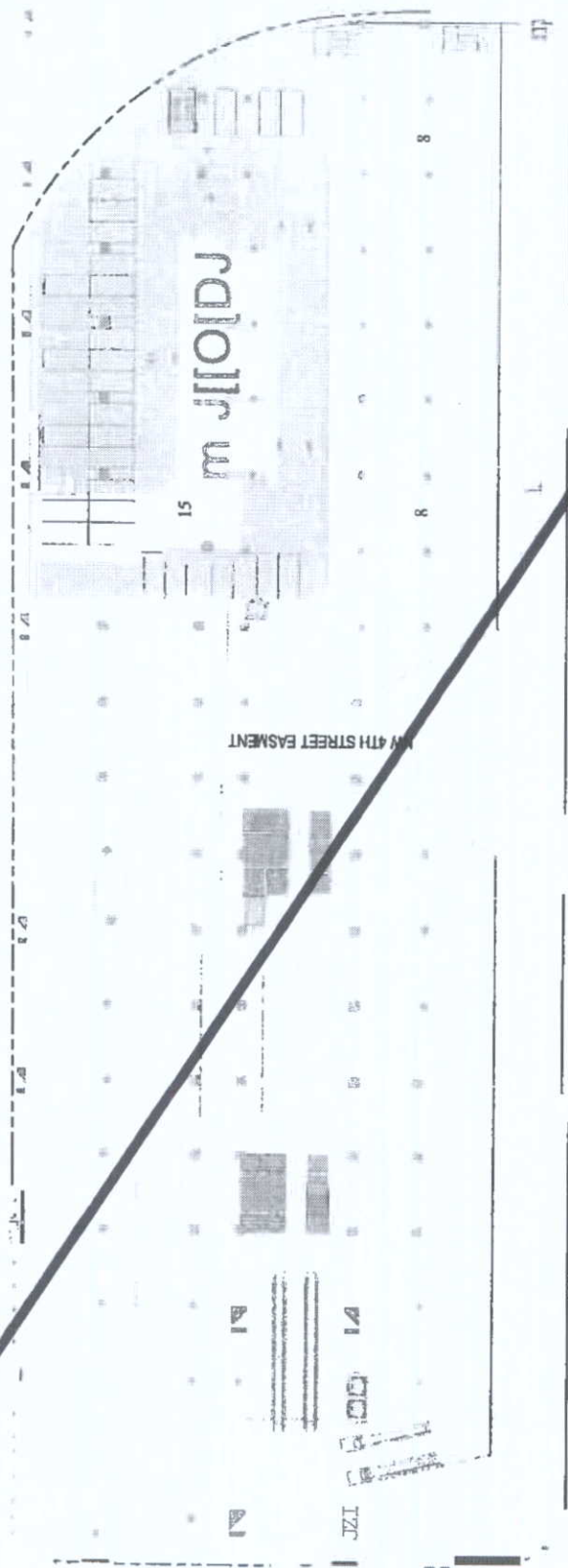


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STATION PLANNING
PARKING MEZZANINE LEVEL SOUTH CONCOURSE - A AND B BLOCKS



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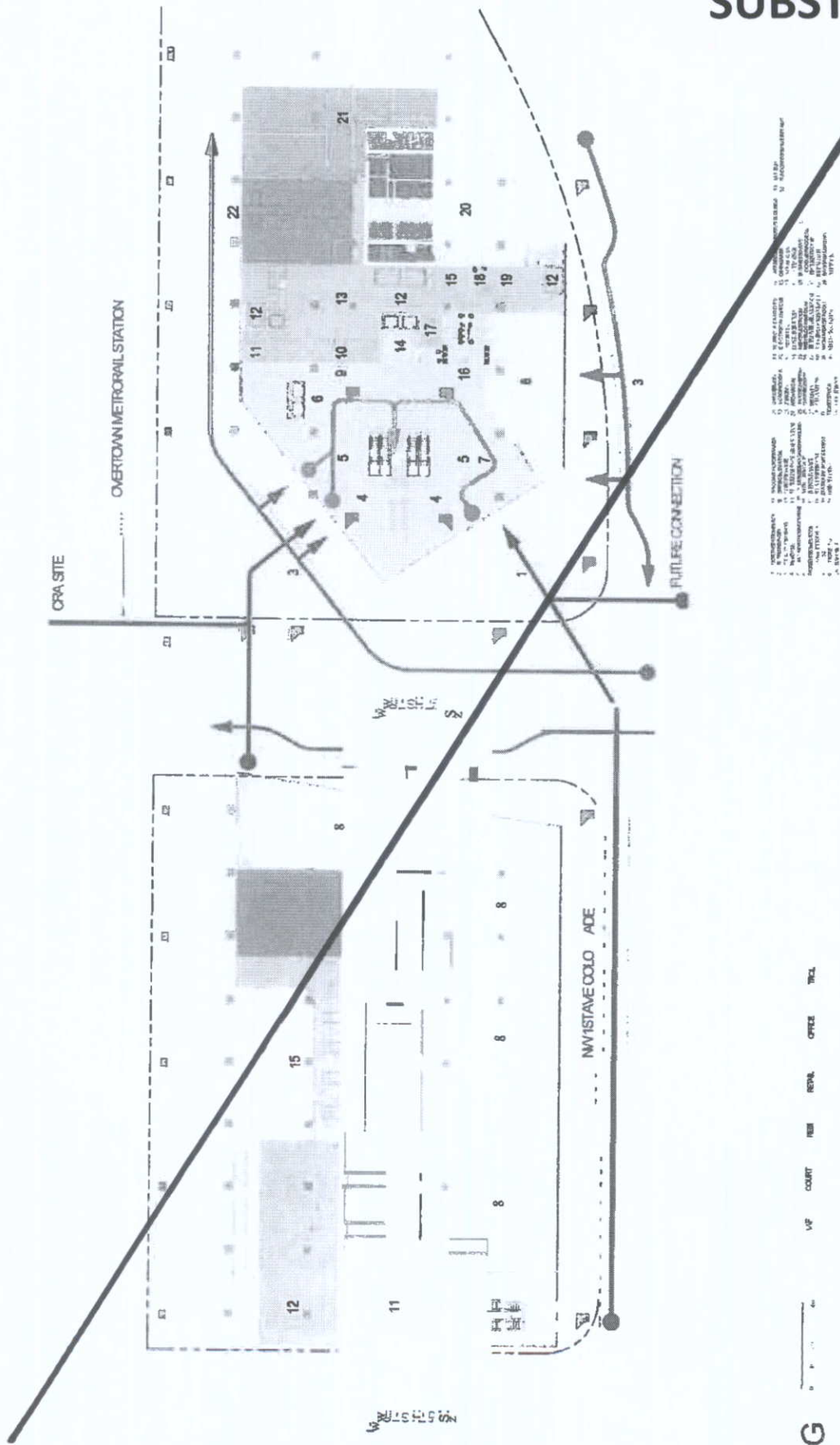
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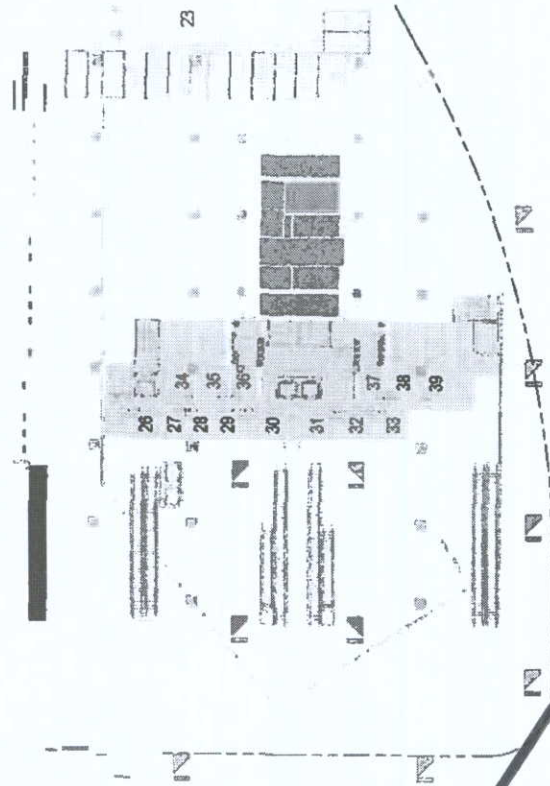
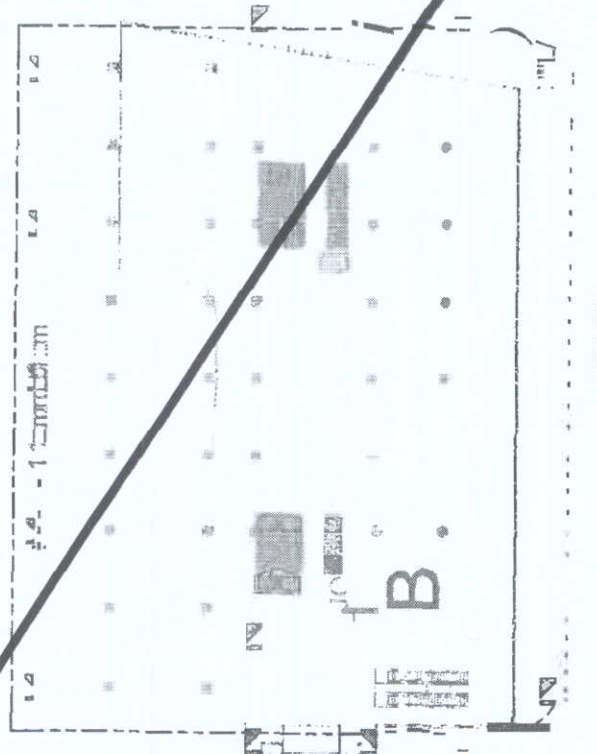
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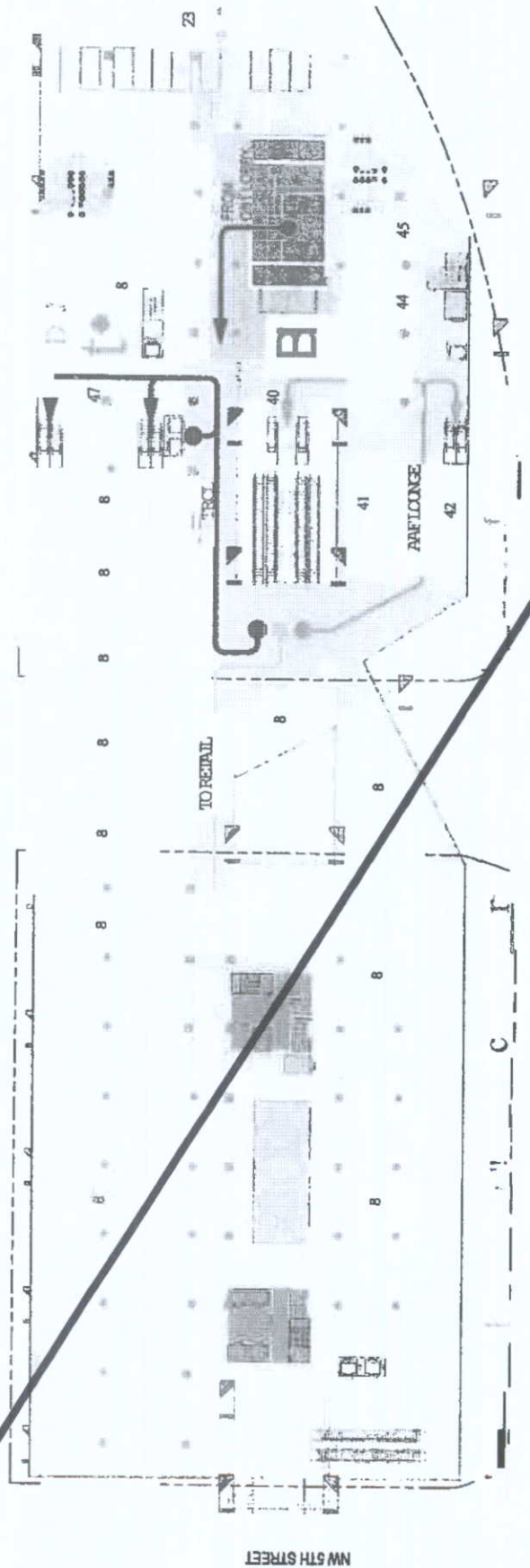
STATION PLANNING
GROUND LEVEL NORTH CONCOURSE - CANDID BLOCKS



[illegible]STATION PLANNING
PARKING MEZZANINE LEVEL NORTH CONCOURSE - C AND D BLOCKS

SUBSTITUTED

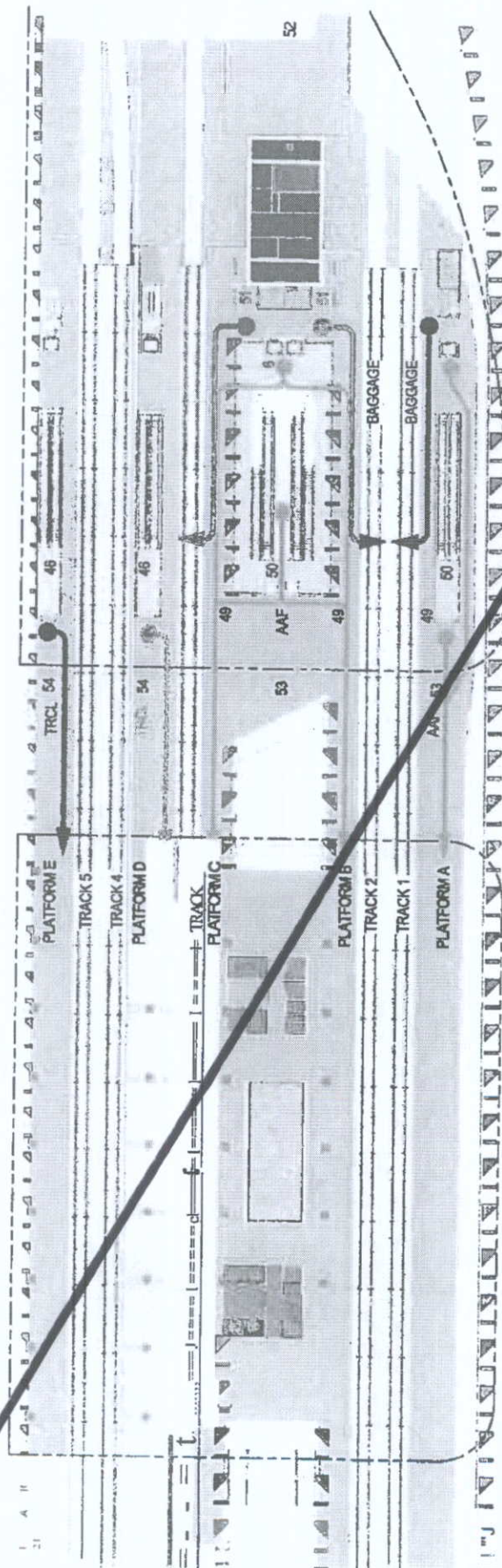
STATION PLANNING
MEZZANINE LEVEL NORTH CONCOURSE - CAND D BLOCKS



SYMBOL	DESCRIPTION
1	STATION PLANNING
2	MEZZANINE LEVEL NORTH CONCOURSE
3	CAND D BLOCKS
4	TO RETAIL
5	AIRFLOW
6	TRC
7	FROM CONCOURSE
8	23
9	40
10	41
11	42
12	44
13	45

G

SITING PLANNING
PLATFORM LEVEL NORTH CONCOURSE - CAND D BLOCKS



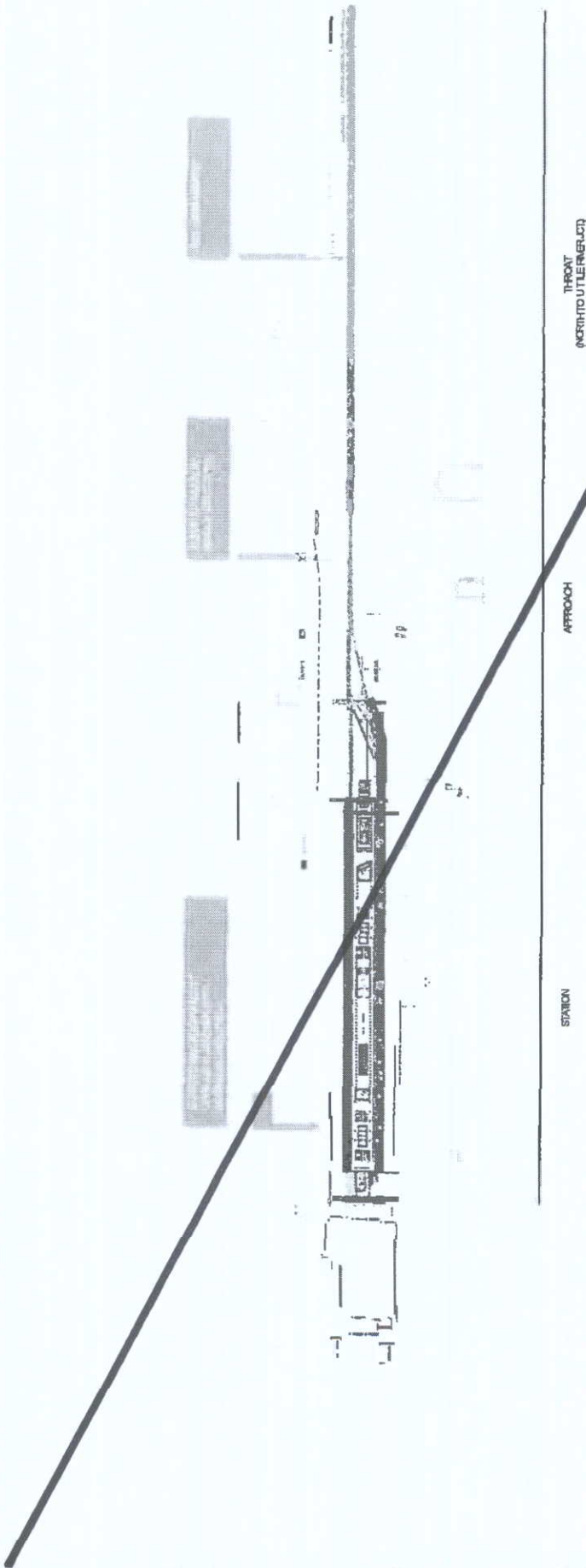
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| 20. AIRPORT | 40. AIRPORT | 60. AIRPORT |

G

SUBSTITUTED

TRCL SCOPEDRAWING
SITE PLAN



DEDICATED TRCL SPACE
SHARED AA/TRCL SPACE
SHARED COUNTY/TRCL SPACE

SUBSTITUTED

TRCL SCOPEDRAWING
PLATFORM PLAN (+XX FT)

NW 6TH STREET

NW 7TH STREET

NW 8TH STREET

NW 1ST CT

NW 2ND AVE

100
50
0
50
100

DEDICATED TRCL SPACE
SHARED AIRTRCL SPACE
SHARED COUNTY/TRCL SPACE

PLUMB

SUBSTITUTED

TRCL SCOPEDRAWING
MEZZANINE PLAN (+XX FT)

MEZZANINE PLAN

10 E

CHARGE

10 E

10 E

10 E

10 E

MEZZANINE

MEZZANINE

FUTURE

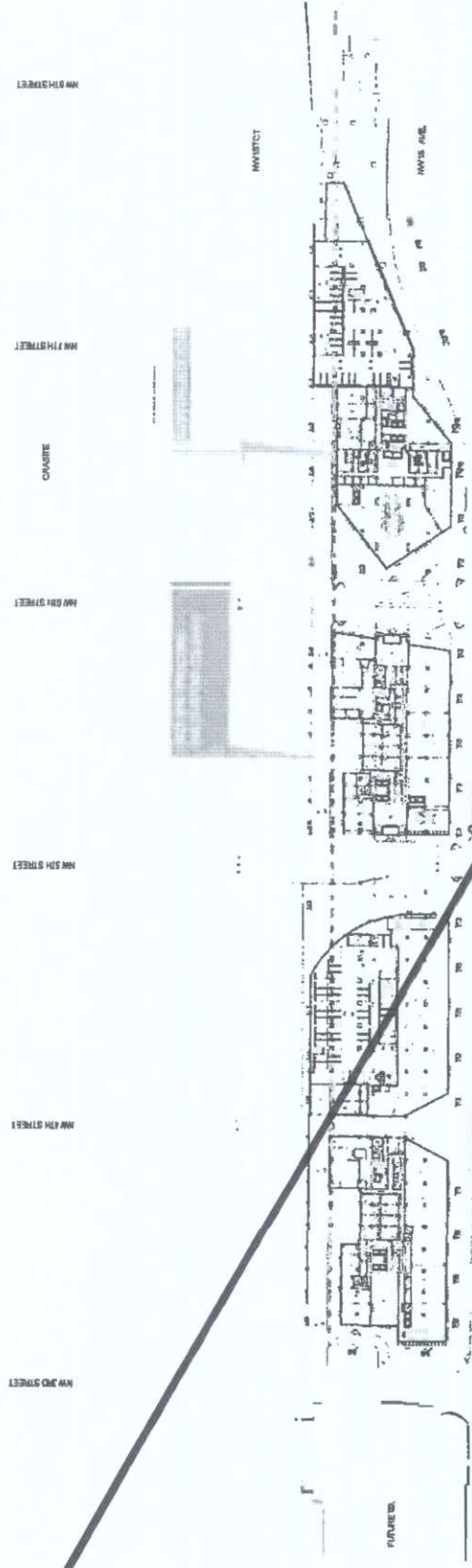
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DEDICATED TRCL SPACE
SHARED AARTRCL SPACE
SHARED COUNTY/TRCL SPACE

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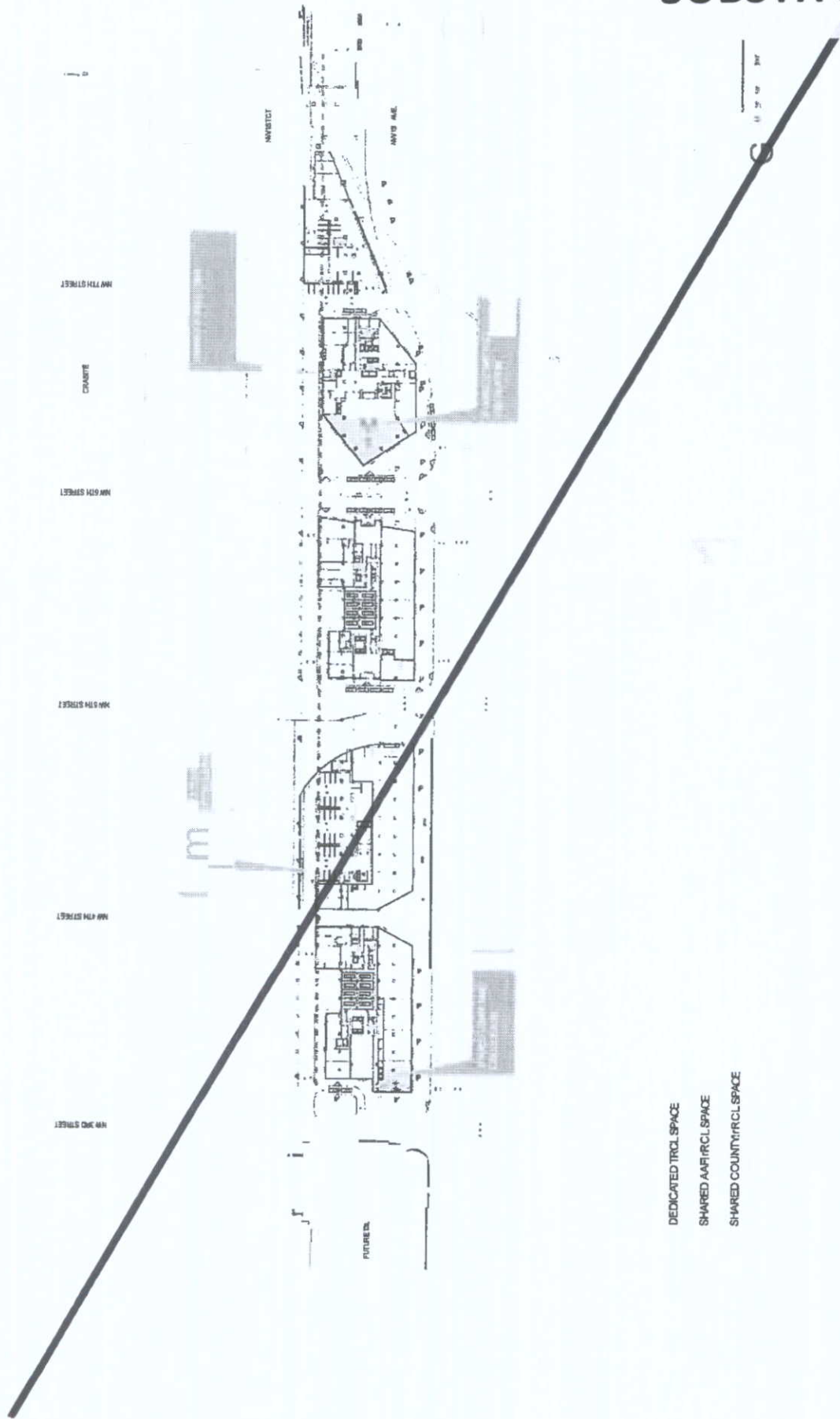
TRCL SCOREDRAWING
PARKING MEZZANINE PLAN (+XX FT)



- DEDICATED TRCL SPACE
- SHARED AAFTRCL SPACE
- SHARED COUNTYTRCL SPACE

SUBSTITUTED

**TRCL SCOPEDRAWING
GROUND FLOOR PLAN (+00 FT)**



- DEDICATED TRCL SPACE
- SHARED AAP/IRCL SPACE
- SHARED COUNTY/IRCL SPACE

SUBSTITUTED

TRCSCOPE DRAWING
CROSS SECTION AT STATION

80 CARBILD

87'-0"

10'-0" PLATFORM

8'-6" PLATFORM
80'-8"

0'-6" PARKING ZONE
0'-8"

80'-0"

0 0 0 0 0

PROPERTY LINES

TRACK 1

TRACK 3

TRACK 5

TRACK 7

TRACK 9

TRACK 11

TRACK 13

TRACK 15

TRACK 1

TRACK 3

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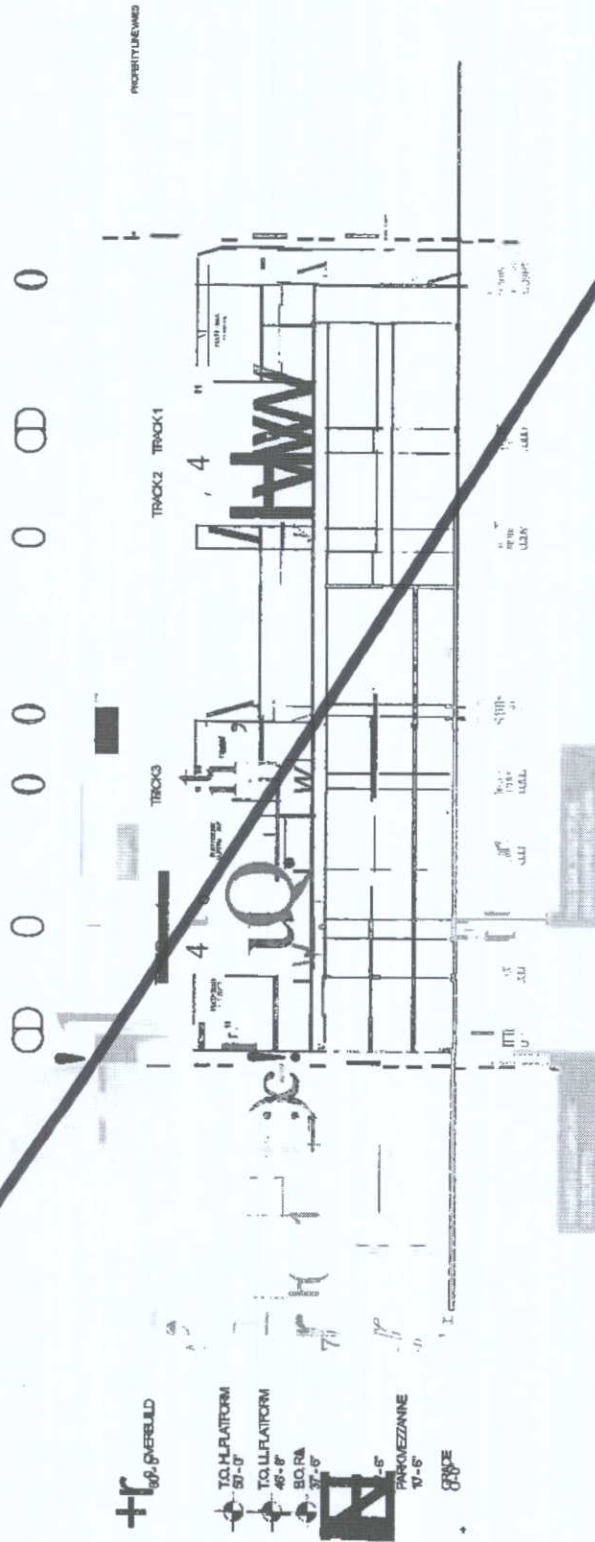
DEDICATED TRCL SPACE

SHARED AIR TRCL SPACE

SHARED COUNTRY TRCL SPACE

SUBSTITUTED

TELESCOPE DRAWING
CROSS SECTION NOT AT STATION



DEDICATED TROL SPACE
SHARED AIRTROL SPACE
SHARED COUNTRY TROL SPACE

SUBSTITUTED

Exhibit "B"

Chapman Partnership Letter of Acknowledgment



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Miami, June 11th 2015

Mr. Pieter Bockweg,
Executive Director
Omni Community Redevelopment Agency
1401 N. Miami Avenue, Upstairs
Miami, FL 33136

Re: Community Benefits Support for Chapman Partnership Downtown Homeless Assistance Center - Omni Community Redevelopment Agency ("CRA") Reimbursement Grant for Tri-Rail Downtown Miami Link Platform Improvements

Dear Mr. Bockweg,

On behalf of the Chapman Partnership ("Chapman"), I write to express our support of South Florida Regional Transportation Authority's ("SFRTA") request for financial support from the Omni CRA. Presently, Chapman operates two Homeless Assistance Centers with 800 total beds located in Miami and Homestead, one of which is located at 1550 N. Miami Avenue, Miami, FL ("North Center"), which collectively serve approximately 5,000 men, women and families with children annually. Chapman helps the homeless by providing comprehensive support program that includes emergency housing; meals; health, dental, and psychiatric care; day care; job training and placement and assistance with securing stable housing during an average length of stay from 60 to 120 days for individuals and families with children, respectively.

At the direction of the Omni CRA, SFRTA and Chapman have been in discussions in recent weeks to ensure that Chapman residents are directly benefited from the CRA's proposed investment in the Tri-Rail Downtown Miami Link platform improvements (the "Improvements"). Among the greatest challenges faced by individuals and families residing at the North Center is access to affordable and reliable public transportation that will allow them to pursue job, job-readiness, and educational opportunities. As a result of our discussions, SFRTA has committed to provide free monthly fare cards to individuals residing at North Center.

In exchange for SFRTA's commitment, Chapman has agreed to assume the responsibility of notifying SFRTA on a monthly basis of the total number of individuals residing at the North Center requiring monthly access to fare cards to access employment, job training, and educational opportunities located near the Tri-Rail corridor ("Authorized Rider"). Similarly, Chapman has further agreed to timely advise SFRTA of the termination of an Authorized Rider's eligibility status. We believe these concessions on Chapman's part are well worth the advantages that will ensure to the benefit of the individuals and families we serve.

In closing, we hope that you and your colleagues will favorably consider SFRTA's request for financial support to advance the Improvements and look forward to working with SFRTA to address the transit and mobility challenges faced by the homeless individuals and families we serve.

SUBSTITUTED



Respectfully,


Lisa M. Magrino
Chief Operating Officer

Cc: The Honorable Marc Sarnoff, Chairman
The Honorable Wifredo "Willy" Gort, Board Member
The Honorable Frank Carollo, Board Member
The Honorable Francis Suarez, Board Member
The Honorable Keon Hardemon, Board Member

SUBSTITUTED

Exhibit "C"

Tri-Rail Downtown Miami Link Funding Sources

**Contribution by Entity
Cash Flow Model**

Contribution by Year (\$)									
Entity	2016	2017	2018	2019	2020 - 2030	Total	%		
City of Miami	SEOPW CRA	0	0	17,528,049	0	0	\$17,528,049	25%	
	Omni CRA	1,875,000	1,875,000	0	0	0	\$3,750,000	5%	
	City of Miami	3,000,000	2,500,000	1,500,000	167,000	0	\$7,167,000	10%	
	Miami Downtown Development Authority	650,000	300,000	317,000		0	\$1,267,000	2%	
	DRI	172,850	256,605	750,575	0	0	\$1,180,030	2%	
Miami Dade County	Miami-Dade County	13,900,000	0	0	0	0	\$13,900,000	20%	
	FDOT Discretionary Fund Contribution	0	3,107,921	0	0	0	\$3,107,921	4%	
State of Florida	South Florida Regional Transportation Authority	3,100,000	750,000	750,000	0	0	\$4,600,000	7%	
	Florida Department of Transportation	0	14,190,000	0	0	0	\$17,190,000	24%	
		\$22,697,850	\$25,979,526	\$20,845,624	\$167,000	\$0	\$69,690,000	99%	
Total Project Cost:							\$70,400,000		
Needed Funding to be discussed with City of Miami, SEOPW CRA and other entities.*							\$750,000	1%	

*This balance in funding would be paid by 2018 and financed by either the City of Miami or SEOPW CRA through one of two methods Bond Issuance or a typical municipal financial instrument at a rate of 3% to 4%.

* FDOT Discretionary Fund Contribution of \$3 million in 2018 contingent upon confirmation from FDOT Secretary.

* Possible additional contribution sources: (i) SEOPW DRI Transportation Fees; (ii) Omni CRA; and (iii) SEOPW CRA.

DRAFT FOR DISCUSSION ONLY