

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI, MIAMI-DADE COUNTY, AND OMNI
REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT
AGENCY**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (the “**2025 Interlocal Agreement**”) is made and entered into this 8th day of May, 2025, by and among Miami-Dade County, a political subdivision of the State of Florida (the “**County**”), the City of Miami, Florida, a municipal corporation of the State of Florida (the “**City**”) and the Omni Redevelopment District Community Redevelopment Agency, a public agency and body corporate created pursuant to Section 163.357, Florida Statutes (the “**Omni CRA**”).

RECITALS

WHEREAS, pursuant to County Resolution No. R-280-96, adopted by the Board of County Commissioners of Miami-Dade County (the “**County Commission**”) on March 19, 1996, the County Commission approved the terms and execution of an Interlocal Agreement by and among the County, the City and the Omni CRA (the “**Interlocal**”), which Interlocal was dated June 24, 1996, and contained provisions for the Omni CRA to make certain payments to the County for the purpose of paying debt service on the Performing Arts Center Construction Bonds; and

WHEREAS, on December 18, 2007, pursuant to County Resolution No. R-1372-07, the County, the City, the Southeast Overtown/Park West Community Redevelopment Agency, (“**SEOPW CRA**”), and the Omni CRA entered into that certain Interlocal Agreement, dated December 31, 2007, to provide funding for major city-wide projects for the benefit of all named parties (the “**2007 Interlocal Agreement**”); and

WHEREAS, the Omni CRA and the City adopted Resolution No. CRA-R-19-0004 and Resolution No. R-19-0180, respectively, which approved an Assessment of Need (the “**AON**”) report, in accordance with County Resolution Nos. R-611-15 and R-499-16, which is supported by data and analysis to substantiate the ongoing necessity for the extension of life of the Omni Redevelopment Area through the date July 7, 2047; and

WHEREAS, the Omni CRA and the City adopted Resolution CRA-R-20-0003 and R-20-0131, respectively, which approved an amendment to the Redevelopment Plan for the Omni Area (the “**2020 Redevelopment Plan**”) and this 2025 Interlocal Agreement; and

WHEREAS, the Omni CRA and the City sought the County Commission’s support and approval of their request to accept the AON, extend the life of the Omni CRA through July 7, 2047, the 2020 Redevelopment Plan and the 2025 Interlocal Agreement; and

WHEREAS, on June 16, 2020, the County Commission adopted County Resolution No. R-575-20, which accepted the AON, authorized the extension of life of the Omni CRA through July 7, 2047, and approved 2020 Redevelopment Plan and this 2025 Interlocal Agreement; and

WHEREAS, on October 22, 2021, the Omni CRA adopted Resolution No. CRA-R-21-0033 in conformance with County Resolution No. R-575-20 authorizing its Executive Director to

negotiate and execute this agreement inclusive of the additional County conditions; and

WHEREAS, on April 10, 2025, the City adopted Resolution No. R-25-0131 in conformance with County Resolution No. R-575-20 approving and authorizing the ratification of this agreement inclusive of the additional County conditions, in order to extend the life of the Omni CRA to 2047; and

WHEREAS, this 2025 Interlocal Agreement replaces and supersedes the 2007 Interlocal Agreement.

NOW, THEREFORE, the County, the City and the Omni CRA agrees as follows:

1. **Recitals**. The Recitals set forth above are true and correct and adopted as part of this 2025 Interlocal Agreement.

2. **Defined Terms**. Defined terms utilized in this 2025 Interlocal Agreement but not defined herein shall have the meaning ascribed to said terms in the Interlocal.

3. **Extension of Life of Omni CRA**. The life of the Omni CRA is hereby extended through July 7, 2047.

4. **Redevelopment Plan**. All references in the Interlocal Agreement to the Redevelopment Plan shall be deemed references to the adopted 2020 Redevelopment Plan.

5. **Streetcar Project**. The City, County, and the Omni CRA hereby mutually release each party from any obligations under the 2007 Interlocal Agreement pertaining to the Streetcar Project and any funding activities for the Streetcar Project have been stricken.

6. **Priority Projects**. The County, the City and the Omni CRA acknowledge and agree that, subject to compliance with all applicable laws, including Part III, Chapter 163, Florida Statutes, the projects identified in the 2020 Redevelopment Plan, other projects in the Redevelopment Area, along with the list of priority projects below shall be partially funded by the Omni CRA utilizing Tax Increment Funds ("TIF") Revenues (the "**Incentive Agreement Projects**"):

- a. Funding to Miami-Dade County for the **Performing Arts Center Construction Bonds Debt Service** at an aggregate total amount equal to One Million Four Hundred Thirty Thousand and 00/100 Dollars (\$1,430,000.00) per year through September 30, 2027 by March 31st of each year.
- b. Funding to the City of Miami for the **Port Tunnel Debt Service** at an amount not to exceed Four Million Two Hundred Thirty-Four Thousand and 00/100 Dollars (\$4,234,000.00) per year through September 30, 2030.

- c. Funding to Miami Dade County in an amount equal to thirty five percent (35%) of the Omni CRA annual TIF Revenue, or Twenty-Five Million and 00/100 Dollars (\$25,000.00.00), whichever is less, per year through September 30, 2027 by March 31 of each year. Once the funds are returned to the County pursuant to this subsection (6)c, the County's use of the funds shall not be subject to this Agreement or any restrictions or requirements of Chapter 163, Part III, Florida Statutes.
- d. Commencing October 1, 2027, the Omni CRA shall provide funding to Miami-Dade County in an amount equal to thirty five percent (35%) of the Omni CRA annual TIF Revenue, or Twenty-Five Million and 00/100 Dollars (\$25,000,000.00), whichever is less, per year through September 30, 2047 by March 31 of each year. Once the funds are returned to the County pursuant to this subsection (6)d, the County's use of the funds shall not be subject to this Agreement or any restrictions or requirements of Chapter 163, Part III, Florida Statutes.
- e. Funding to Miami-Dade County for The Beach Corridor rapid transit route of the Strategic Miami Area Rapid Transit ("SMART") Plan. The Omni CRA shall provide the County with funding in an amount not to exceed Fifty Million and 00/100 Dollars (\$50,000,000.00) for capital improvements for that portion of the Beach Corridor route that falls within the boundaries of the Omni Redevelopment Area.
- f. **Maurice Ferré Park** formerly Museum Park. The Omni CRA shall provide funding to the City of Miami in a total amount of Twenty Eight Million and 00/100 Dollars (\$28,000,000.00) in capital improvement costs for the Maurice Ferré Park based on a Capital Improvement Plan that is approved by the City of Miami Commission.
- g. Providing funds in an amount not to exceed funding of \$1,000,000.00 annually for ongoing operations and maintenance to commence upon completion of the I 395 **Underdeck Green Space** to be constructed in conjunction with the Florida Department of Transportation I-395/SR 836/I-95 Design-Build Project (I-395 Project) located below the I-395 viaduct, subject to the I-395 Project meeting all standards related to construction, operations, and maintenance.
- h. Provide funds for community benefits package and assist in the redevelopment of School Board-owned properties within the Omni CRA boundaries.

- i. The Omni CRA will commit to funding at least \$250 Million in the **development and rehabilitation of workforce- and affordable housing and mixed-income housing and homeownership projects** within the Redevelopment Area throughout the life of the Omni CRA.
- j. Land acquisition and development activities consistent with the character and scale of development identified in the Omni CRA Redevelopment Plan, as it may be amended from time to time.
- k. Development and growth of local, small business enterprises within the Redevelopment Area through grants or low-interest loans to, among other things, improve the physical plant of local businesses, finance the acquisition of machinery and equipment, and provide limited guarantees against losses to increase access to credit from local financial institutions.

7. **Omni Redevelopment Area.** The County, City and Omni CRA acknowledge and agree that the redevelopment area (the **"Redevelopment Area"**) consists of (i) that area depicted on the map attached hereto as Exhibit "A." The County, City and Omni CRA agree to process all necessary legislation and documents to provide for the extension of life of the Omni CRA.

8. **Administrative Fee.** The Omni CRA shall pay the County a 1.5% Administrative Fee chargeable to Omni CRA for the life of the Omni CRA to cover County costs associated with administering the Interlocal, programs funded through the Interlocal, and related matters.

9. **CRA Indebtedness.** The Omni CRA, only with the approval of the County Commission and City Commission, may issue bonds and/or incur other indebtedness required to finance, as necessary and appropriate, its contribution to the Omni CRA Projects, provided however, in no event shall any bonds issued and/or indebtedness incurred mature later than July 7, 2047. Prior to the issuance of any bonds and/or indebtedness by the Omni CRA, the County shall have the right to review all related documents and agreements and shall approve such bond issuance or indebtedness, pursuant to the provisions of the Interlocal Agreement as amended by this Amendment and applicable law, including Section 163.358(3), Florida Statutes.

10. **CAP ON ADMINISTRATIVE EXPENSES.** The Omni CRA agrees that administrative expenses of the Omni CRA shall not exceed 20% of its overall fiscal budget.

11. **Procurement Requirements.** The Omni CRA confirms to the County and the City that Omni CRA has adopted procurement procedures to be utilized by the Omni CRA for procurement.

12. **Community Benefits.**

A. The Omni CRA agrees that all agreements with entities or contractors receiving grants of \$1,000,000.00 or more from the Omni CRA for new or rehabilitated commercial and residential

developments entered into after the Effective Date within the Redevelopment Area shall, to the extent allowed by applicable law, include the following provisions:

- (i). Require hiring from the labor workforce for such project from residents of the Redevelopment Area that are unemployed or under employed, to extent feasible.
 - (ii). Require compliance with the wage requirements of Section 2-8.9 of the Code of Miami-Dade County, Florida (the “Code”) or pay higher wages and benefits, to the extent feasible.
- B. The Omni CRA agrees to include in all community benefit agreements with entities or contractor receiving grants of \$1,000,000.00 or more executed after the Effective Date to require such entities or contractors to comply with the following Miami-Dade County ordinances contained in the Code, as same may be amended, as if expressly applicable to such entities:
- (i). Small Business Enterprises (Section 2-8.1.1.1.1 of the Code)
 - (ii). Community Business Enterprises (Section 2-10.4.01 of the Code)
 - (iii). Community Small Business Enterprises (Section 10-33.02 of the Code)
 - (iv). Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code)
 - (v). Living Wage Ordinance (Section 2-8.9 of the Code)
 - (vi). Responsible Wage Ordinance (Section 2-11.16 of the Code).

13. **Miami-Dade County or Other Taxing Authority Representation.** Pursuant to section 163.357(1)(d), Florida Statutes, one member of the Board or their designee may be appointed to serve on the Omni CRA’s Board of Commissioners and said County Commissioner or designee shall be vested with the same rights, duties and obligations as any other Omni CRA commissioner. Said membership on the CRA’s Board of Commissioners shall be considered an additional duty of office as prescribed by section 163.357(1)(d) of the Florida Statutes. Such appointment by the Board shall be immediate and will become part of the Omni CRA’s board of commissioners without further action from the Omni CRA required.

14. **Inspector General Review.** 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 Omni CRA 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 Omni CRA shall submit to the County’s Inspector General’s review in accordance with Section 2-1076 of the Code of Miami-Dade County, Florida. The County’s Inspector General shall be empowered to review past, present and proposed Omni CRA’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 Omni CRA 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.

15. **Recovery of Grant Funds.** The Omni CRA shall include in all contracts and grant agreements executed from and after the Effective Date a “claw back” provision that will require the Omni CRA to “claw back” or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with Omni CRA by demanding repayment of such funds, in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible.

16. **Safeguards for Resident Displacement.** In the event the Omni CRA funds a redevelopment project authorized by the 2020 Redevelopment Plan that may displace persons (including individuals, families, business concerns, nonprofit organizations and others) located in the Redevelopment Area, the Omni CRA shall prepare plans for and assist in the relocation of such persons, including making any relocation payments under the Act and applicable laws and regulations. Further, the Omni CRA shall make or provide for at least a “one-for-one” replacement of each affordable housing unit demolished pursuant to a redevelopment project to ensure that such demolished unit is replaced by a new comparable, affordable housing unit, provided, however, this requirement shall not apply to substandard affordable housing that has been declared unsafe by a governmental entity and subsequently demolished. The Omni CRA shall ensure that individuals and families who are displaced from affordable housing units have a right of first refusal to return to comparably priced affordable housing units located within the Redevelopment Area.

17. **Affordable and Mixed Income.** The County acknowledge and agrees that the Omni CRA 2020 Redevelopment Plan includes a housing component that serves an income mix of extremely low, very low, low, moderate, and workforce housing up to 140 percent (140%) of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development and the County acknowledges that the 2020 Redevelopment Plan gives priority to rehabilitation, conservation or redevelopment of housing for extremely low, very low, low or moderate income persons.

18. **Annual Budget.** The Omni CRA agrees to include in its annual fiscal budget a description of expenditures made by the Omni CRA for affordable housing projects during the previous fiscal year and a statement of anticipated expenditures for affordable housing project in upcoming fiscal years, if applicable.

19. **Ethics Training.** The Omni CRA agrees that all members of the Board of Commissioners of the Omni CRA, staff of the Omni CRA, members of advisor boards of the Omni CRA and staff such advisor boards shall be required to complete a minimum of four (4) hours of ethics training to be conducted by the Miami-Dade County Commission on Ethics and Public Trust in accordance with County Resolution No. R-499-16 and section 163.367, Florida Statutes.

20. **Conflicts.** In the event of any conflicts between the Interlocal Agreement, and the terms of this Amendment, this Amendment shall control.

21. **Ratification.** Except as modified by this Amendment, the Interlocal Agreement is ratified and reaffirmed.

22. **Effective Date.** The effective date of this Amendment shall be the date this Amendment is last executed by the County, the City and the Omni CRA (the “**Effective Date”**)

23. **Time of the Essence.** Time is of the essence in the performance of this Amendment.

24. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Amendment. The parties expressly acknowledge that that it is not their intent to create or confer any obligations on or upon any third-party by this Amendment. None of the parties intend to directly or indirectly benefit a third person by this Amendment, and no third party shall be entitled to assert a claim against any of the parties based upon this Amendment. Nothing herein shall be construed by any agency or political subdivision of the State of Florida to confer upon any third party or parties the right to sue on any matter arising out of this 2025 Interlocal Agreement.

25. **Severability.** If one or more provisions of this Amendment shall be held contrary to any provision of law or be held invalid, then such provision or provisions shall be null and void and shall be separate from, and have no effect on, the remaining provisions which shall continue to be legal and valid.

26. **Counterparts.** This Amendment may be signed in counterparts.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their names by their duly authorized officers and their seals to be affixed hereto, and all as of the day and year first above written.

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

By: [Signature]
Arthur Noriega, City Manager

ATTEST:

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

By: [Signature]
for Daniella Levine Cava, Mayor

JUAN FERNANDEZ-BARQUIN,
Clerk of the Court and Comptroller

By: [Signature]
for Todd B. Hannon, City Clerk

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

By: [Signature]
Isiaa A. Jones, Executive Director

ATTEST:

By: [Signature]
for Todd B. Hannon, Clerk of the Board

By: [Signature]
(Deputy Clerk's Signature)
Print Name: Eva Osorio - e405757

Date: 5/15/2025

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR
MIAMI-DADE COUNTY;

By: [Signature]
Terrence A. Smith, Assistant County Attorney

Date: 5-7-25



APPROVED AS TO FORM AND
CORRECTNESS FOR OMNI CRA:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.,
Omni CRA Special Counsel

Date: 05/06/2025

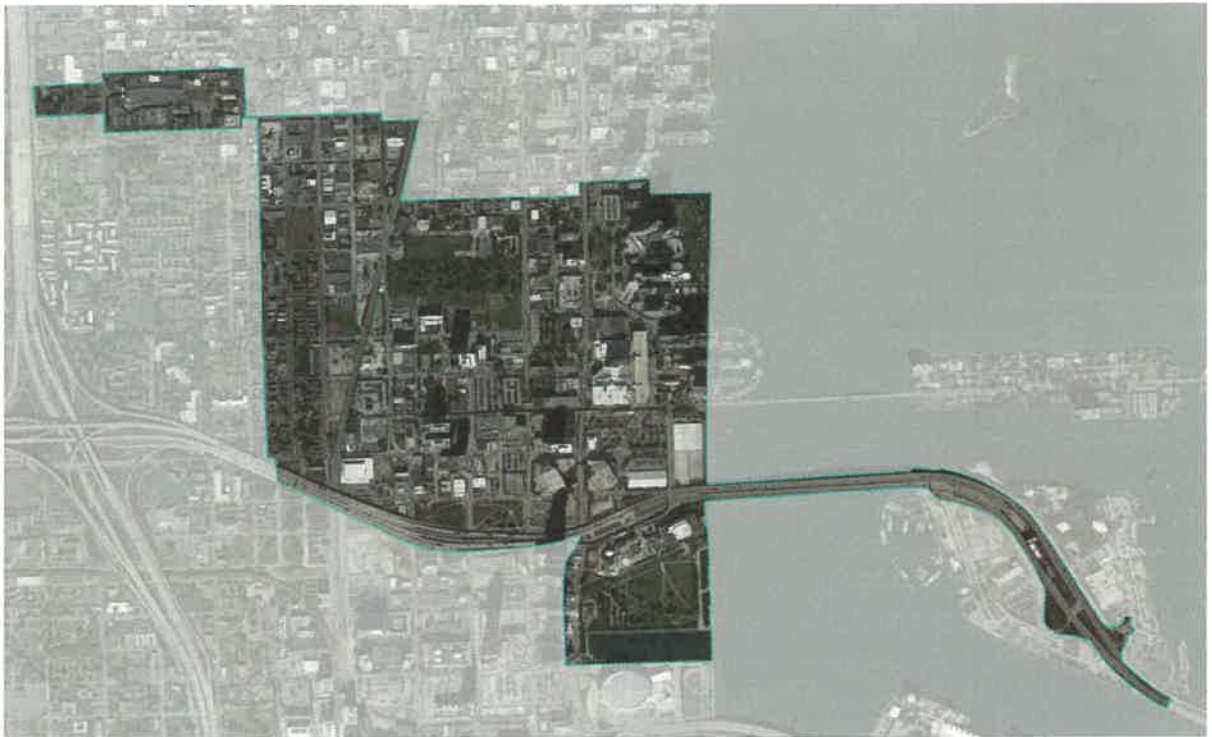
APPROVED AS TO FORM AND
CORRECTNESS FOR CITY OF MIAMI::

By: 
Hans Ottinot, City Special Counsel

Date: 5/7/25
Holler ID: 22-290 DJC-8089

Exhibit "A"

2010 Omni Redevelopment Area



Legal Description

THE STUDY AREA IS PHYSICALLY DEFINED AS BEGINNING AT THE EASTERN SHORELINE AND NORTH SIDE OF NE 20TH STREET; THEN SOUTH ALONG THE EASTERN SHORELINE TO THE NORTHSIDE OF MACARTHUR CAUSEWAY RIGHT-OF-WAY; THEN EAST ALONG THE NORTHSIDE OF THE MACARTHUR CAUSEWAY RIGHT-OF-WAY TO THE EASTERN SHORELINE OF WATSON ISLAND; THEN SOUTH ALONG THE EASTERN SHORELINE OF WATSON ISLAND TO THE SOUTH SIDE OF THE MACARTHUR CAUSEWAY RIGHT-OF-WAY; THEN WEST ALONG THE SOUTH SIDE OF THE MACARTHUR CAUSEWAY RIGHT-OF-WAY TO THE EASTERN SHORELINE; THEN SOUTH ALONG THE EASTERN SHORELINE TO 20 FEET SOUTH OF THE FEC SLIP; THEN WEST ALONG THE 20 FEET SOUTH OF THE FEC SLIP TO THE WEST SIDE OF BISCAYNE BOULEVARD; THEN NORTH ALONG THE WEST SIDE OF BISCAYNE BOULEVARD TO THE SOUTHERN EDGE OF THE I-395 ROW; THEN FOLLOWING THE SOUTHERN EDGE OF THE I-395 ROW TO THE WEST SIDE OF NW 1ST PLACE; THEN NORTH ALONG THE WEST SIDE OF NW 1ST PLACE TO THE SOUTH SIDE OF NW 14TH STREET; THEN WEST ALONG THE SOUTH SIDE OF NW 14TH STREET TO THE WEST SIDE OF NW 1ST PLACE; THEN NORTH ALONG THE WEST SIDE OF NW 1ST PLACE TO THE SOUTH SIDE OF NW 22ND STREET; THEN WEST ALONG THE SOUTH SIDE OF NW 22ND STREET TO THE EAST SIDE OF NW 2ND AVENUE; THEN SOUTH ALONG THE EAST SIDE OF NW 2ND AVENUE TO THE SOUTH

SIDE OF NW 22ND STREET; THEN WEST ALONG THE SOUTH SIDE OF NW 22ND STREET TO THE WEST SIDE OF NW 5TH AVENUE; THEN NORTH ON THE WEST SIDE OF NW 5TH AVENUE TO THE SOUTH SIDE OF NW 22ND STREET; THEN WEST ALONG THE SOUTH SIDE OF NW 22ND STREET TO THE WEST SIDE OF NW 6TH AVENUE; THEN NORTH ALONG THE WEST SIDE OF NW 6TH AVENUE TO THE NORTH SIDE OF NW 23RD STREET; THEN EAST ALONG THE NORTH SIDE OF NW 23RD STREET TO THE WEST SIDE OF NW 5TH AVENUE; THEN NORTH ALONG THE WEST SIDE OF NW 5TH AVENUE TO THE NORTH SIDE OF NW 23RD STREET; THEN EAST ALONG THE NORTH SIDE OF NW 23RD STREET TO THE EAST SIDE OF NW 2ND AVENUE; THEN SOUTH ALONG THE EAST SIDE OF NW 2ND AVENUE TO THE NORTH SIDE OF NW 22ND STREET; THEN EAST ALONG THE NORTH SIDE OF NW 22ND STREET TO THE EAST SIDE OF NORTH MIAMI AVENUE; THEN SOUTH ALONG THE EAST SIDE OF NORTH MIAMI AVENUE TO THE NORTH SIDE OF NE 20TH STREET; THEN EAST ALONG THE NORTH SIDE OF NE 20TH STREET TO THE FEC ROW; THEN SOUTH ALONG THE FEC ROW TO THE NORTH SIDE OF NE 20TH STREET; THEN EAST ALONG THE NORTH SIDE OF NE 20TH STREET TO THE WEST SIDE OF BISCAYNE BOULEVARD; THEN NORTH ALONG THE WEST SIDE OF BISCAYNE BOULEVARD TO THE NORTH SIDE OF NE 20TH TERRACE; THEN EAST ALONG THE NORTH SIDE OF NE 20TH TERRACE TO THE EASTERN SHORELINE; THEN SOUTH ALONG THE EASTERN SHORE LINE TO THE NORTH SIDE OF NE 20TH STREET.