

**GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES (BBC)
AFFORDABLE HOUSING
INTERLOCAL AND GRANT AGREEMENT**

**BETWEEN
MIAMI-DADE COUNTY
and
CITY OF CORAL GABLES, FLORIDA**

THIS INTERLOCAL AND GRANT AGREEMENT (the "Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and the City of Coral Gables, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Council of the City of Coral Gables, Florida (the "Municipality") is entered into this 14th day of September, 2015.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the "BBC GOB Program"); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, pursuant to Resolution No. R-361-14 adopted on April 8, 2014 ("Allocation Resolution"), 2014 ("Allocation Resolution"), this board approved a District 7 grant/allocation of \$592,307 ("Total Funding Allocation") from Project No. 249 – "Preservation of Affordable Housing Units and Expansion of Home Ownership" of the BBC GOB Program to the City of Coral Gables ("Municipality") for the rehabilitation of those single-family and multi-family homes contained within the MacFarlane Homestead Subdivision Historic District ("MacFarlane District") located within the City of Coral Gables as historic, affordable housing for low and moderate income households ("MacFarlane District Project"); and

WHEREAS, the BBC GOB Program funds will be used for the MacFarlane District Project for those homes which are owned and occupied by individuals and/or families that meet the eligibility requirements set forth herein and are selected by the Municipality for award, which homes shall be rehabilitated in accordance with the Affordable Housing Restrictive Covenant attached to and

incorporated in this Agreement as Exhibit 1, including that the homeowner agrees to certain use and transfer restrictions on the home; and

WHEREAS, the Municipality will determine the eligibility and selection of applicants for the MacFarlane District Project based on the criteria set forth in this Agreement and will undertake, manage, oversee and monitor the MacFarlane District Project in accordance with the requirements of this Agreement, including ensuring the proper use of BBC GOB funds; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to fund \$592,307 in Fiscal Year 2015-16 from the BBC GOB Program funds for the Project (the "Funding Cycle Allocation"), fully subject to and contingent upon the conditions set forth in this Agreement, and in particular, the County's approval and issuance of BBC GOB Program bonds or the draw-down bonds ("Funds"), the approval by the Board of County Commissioners to fund this Project from the Funds, and the availability of the Funds; and

WHEREAS, the Commissioners of both the Municipality and the County have authorized, by resolution, their respective representatives to enter into this Agreement for each Funding Cycle Allocation describing their respective roles,

NOW THEREFORE, pursuant to the Allocation Resolution, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Municipality and the County. It is agreed by the parties that the MacFarlane District Project will be constructed by the Municipality in accordance with the description in Section 2 and the Budget in Section 6. The County Mayor has delegated the responsibility of administering this Agreement to the Internal Services Department.

This Agreement shall take effect as of the date written above upon its execution by the authorized officers of the County and of the Municipality (such date the "Effective Date") or "Commencement Date") and shall terminate upon the completion of the rehabilitation of the selected homes within the MacFarlane District or thirty-six months from the date of this Agreement, whichever occurs first.

Section 2. MacFarlane District Project Description; Timetable; and Revisions. The MacFarlane District currently consists of 35 contributing properties ("contributing" property is one that adds to the historic architectural qualities and/or historic association of the MacFarlane Homestead Subdivision Historic District). Of those 35 properties, at least seven (7) properties require capital rehabilitation and are owner-occupied, all as more specifically set forth in the report titled "City of Coral Gables MacFarlane Homestead Subdivision Historic District Evaluation of residences in need of restoration assistance" attached as Exhibit 2. It is unknown at this time how many properties will be ultimately rehabilitated with BBC GOB Project funds as part of the MacFarlane District Project, as the Municipality will need to first develop and undertake an application process in accordance with the

requirements set forth in Section 3 herein. As a result of the selection process, the homes and corresponding owners selected by the Municipality to be awarded BBC GOB Project funding, in the amounts determined by the Municipality, will then be rehabilitated as single-family and multi-family affordable housing. The MacFarlane District Project will consist of rehabilitating these affordable single-family and multi-family homes only to the extent necessary to: (a) replace components of the property that are at the end of their economic life cycle; (b) bring the property up to compliance with the now-current laws, including but not limited to the Building Code and any applicable zoning or land-use requirements; (c) make the homes habitable for occupancy; and (d) comply with historic designation and preservation requirements.

Municipality shall contract directly with each selected homeowner for the rehabilitation of his/her/their home and shall incorporate all provisions and requirements of this Agreement into the contract between Municipality and homeowner. The Municipality agrees to oversee the rehabilitation of the homes in the MacFarlane District Project in order to ensure that homes are being developed in accordance with the requirements of this Agreement.

Municipality agrees that the MacFarlane District Project shall be completed within thirty-six (36) months from the date of the initial disbursement by the County pursuant to the terms of this Agreement. If construction is not completed and the County Mayor has not extended the time for completion pursuant to terms of this Agreement, it shall be an Event of Default under Section 16 of this Agreement.

Municipality may only use the Total Funding Allocation for the purpose of the rehabilitation of such homes within the MacFarlane District in the manner described in this Section 2. Any revisions to the description of the MacFarlane District Project shall require approval of the County in writing.

Section 3. Funding Application; Eligibility Requirements; Eligibility Determination, Evaluation, and Award. The Municipality shall develop an application process to allow individual(s) that own and reside in a home located within the MacFarlane District that are interested in obtaining BBC GOB Project funding for the rehabilitation of his/her/their home to apply for and be selected for rehabilitation of his/her/their home by the Municipality with BCC GOB funds. At a minimum, the Municipality shall require applicants to complete a funding application that consists of: (a) an application form with the name, address, and contact information of the applicant; (b) completed line item budget indicating the necessary capital improvements to the home, including architectural and engineering services, fixtures and equipment, and detailed descriptions of the necessary elements to be rehabilitated; (c) as applicable, letters of commitment or other acceptable evidence of matching or additional funds necessary to complete the rehabilitation; (d) projected completion date of rehabilitation; (e) project location; (f) certification of ownership of the home; (g) a demonstrated financial ability and willingness to maintain the home once it has been rehabilitated so as to not allow it to fall into disrepair; and (h) any other documentation that the Municipality deems necessary to determine eligibility.

In order to be eligible to have the Municipality rehabilitate his/her/their home using BBC GOB Project funds, an applicant must, at a minimum, and provide sufficient evidence to establish that he/she/they: (a) own(s) the home for which he/she/they seek(s) BBC GOB Project funds; (b) occupy(ies) and use(s) the home for which he/she/they seek(s) BBC GOB Project funds as his/hers/their exclusive principal residence; (c) the home is within the MacFarlane District; and (d) be/are a "Low Income" or "Moderate Income" person or household, as such term is defined in the Affordable Housing Restrictive Covenant.

The Municipality shall review and evaluate each funding application package for funding eligibility or ineligibility and may request any additional information needed in order to make the determination as to eligibility. The Municipality shall consult with the County before making a final determination as to eligibility. Funding applications that are determined to be eligible for funding shall be reviewed and assessed by the Municipality based on the application package in order to determine which homes will be funded and in what amounts. Prior to making any final determination as to which homes to fund, the Municipality shall perform, and pay for, a title search and obtain a title commitment in order to ensure that any property to be selected for rehabilitation does not have any liens or encumbrances. The determination as to which homes will be rehabilitated with BBC GOB Project funds, the scope of the rehabilitation for those homes, and the amount of BBC GOB Project funds to be utilized for each home shall be determined by the Municipality in consideration of the information sought in the funding application package and in accordance with, and subject to, any additional criteria and information sought by the Municipality and after consultation with, and coordination with, the County including confirmation that the homeowner is an "Eligible Purchaser" as that term is defined in the Affordable Housing Restrictive Covenant.

Section 4. Grant Agreement; Affordable Housing Restrictive Covenant. After deciding which homes are to be rehabilitated with BBC GOB Program funds and prior to commencement of the rehabilitation of any home (including A/E services), the Municipality shall enter into a contract with the selected homeowners ("Owner"). Said contract shall be subject to, and shall incorporate by reference, all of the provisions of this Agreement and the requirements of the BBC GOB Program. Said contract between the Owner and the Municipality shall also specifically designate the County as an intended third-party beneficiary of the contract and shall require that the Owner execute and record in the public records of Miami-Dade County the Affordable Housing Restrictive Covenant attached as Exhibit 1.

The homes to be rehabilitated shall be set aside for Eligible Purchasers, as that term is defined in the Affordable Housing Restrictive Covenant, for at least twenty (20) years, for Eligible Purchasers with incomes equal to or less than one-hundred and forty (140%) of the area medium income adjusted for family size ("AMI") as established by the Department of Housing and Urban Development ("HUD"). The Municipality shall only use BBC GOB funds to rehabilitate homes within the MacFarlane District only to the extent necessary to: (a) replace components of the property that are at the end of their economic life cycle; (b) bring the property up to compliance with the now-current laws, including but not limited to the Building Code and any applicable zoning or land-use requirements; (c) make the homes habitable for occupancy; and (d) comply with historic designation and preservation requirements.

The Affordable Housing Restrictive Covenant shall be recorded by the Municipality at its expense and a copy shall be provided to the County by the Municipality. County shall have no obligation to disburse any portion of the Total Funding Allocation pursuant to this Agreement until evidence of such recordation is delivered to the County.

Section 5. Availability and Payment of Total Funding Allocation. Subject to availability of Funds as set forth in this Section 5, the receipt by the County of the Affordable Housing Restrictive Covenant, and subject to the compliance by the Municipality with the terms of this Agreement, the County agrees to make disbursements to the Municipality, as soon as it is practical, from available Funds for the Total Funding Allocation in accordance with the BBC GOB Program's five year capital plan for each Fiscal Year after receipt of invoices and payment requisitions from the Municipality for

capital costs incurred and paid by the Municipality, in connection with the rehabilitation of homes as part of the MacFarlane District Project. With each request for reimbursement, the Municipality shall also provide a written statement that (a) the Municipality is not in default pursuant to the provisions of this Agreement, (b) the Owner is not in default of the Affordable Housing Restrictive Covenant, (c) the scope of the rehabilitation has not been materially altered without the County's approval; (d) all required reports have been submitted; and (e) the reimbursement is in compliance with the IRC Reimbursement Rules defined below in this Section 5.

All Funds shall be disbursed on a reimbursement basis in accordance with the County's BBC GOB Administrative Rules which are attached as Attachment 1 ("Administrative Rules") and incorporated in this Agreement by this reference. By making the Total Funding Allocation pursuant to this Agreement, the County assumes no obligation to provide financial support of any type whatsoever in excess of the Total Funding Allocation. Cost overruns are the sole responsibility of the Municipality. Municipality understands and agrees that reimbursements to the Municipality shall be made in accordance with federal laws governing the BBC GOB Program, specifically the Internal Revenue Code of 1986 and the regulations promulgated under it. Any reimbursement request by the Municipality for eligible MacFarlane District Project expenses shall be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the applicable home is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Municipality.

The County shall only be obligated to reimburse Municipality provided the Municipality is not in breach of this Agreement, is in compliance with the IRS Reimbursement Rules and the Municipality has demonstrated that it has adequate funds to complete the MacFarlane District Project. The Total Funding Allocation shall be reduced by the amount of Funds disbursed from time to time pursuant to this Agreement. The County shall administer, in accordance with the Administrative Rules, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County pursuant to this Agreement are limited to, and contingent upon, the availability of funding solely from the BBC GOB Program funds allocated to fund the MacFarlane District Project.

The Municipality may not require the County to use any other source of legally available revenues other than from legally available GOB Bond Funds to fund the Total Funding Allocation. This Agreement does not in any manner create a lien in favor of the Municipality or the Owner on any revenues of the County.

Section 6. Project Budget. Municipality agrees to demonstrate fiscal stability and the ability to administer Funds received pursuant to this Agreement responsibly and in accordance with standard accounting practices by adhering to a budget for the MacFarlane District Project ("Budget") which Budget is attached hereto as Exhibit 3. The Municipality shall adjust its Budget to reflect actual costs and updated cost estimates and the Municipality shall submit such adjustments to the County Mayor if they result in a material change to the overall MacFarlane District Project.

The Municipality shall comply with the Administrative Rules, including but not limited to the provision that soft costs (as defined in the Administrative Rules) cannot exceed seventeen percent (17%) of the total MacFarlane District Project costs or twenty (20%) for green building design, commissioning and pre-certification services in accordance with the Sustainable Buildings Ordinance and Implementing Order 8-8.

Section 7. Expenditure Deadline; Remaining Funds. Municipality shall spend or commit all of the Total Funding Allocation on or before thirty-six months from the Commencement Date (the "Expenditure Deadline"). Any Total Funding Allocation funds not spent or committed by the Expenditure Deadline or for which a MacFarlane District Project extension has not been requested shall revert to the County and this Agreement shall be terminated in accordance with the provisions of this Agreement.

A MacFarlane District Project extension may be requested in writing from the County Mayor at least sixty (60) days prior to the Expenditure Deadline. The County Mayor, at his or her discretion, may grant an extension of up to one (1) year from the Expenditure Deadline so long as such extension will not alter the MacFarlane District Project including its quality, impact, or benefit to the County or its citizens. All extension requests may be authorized by the County Mayor and must include written justification for such an extension request to be warranted and a statement on the progress of the MacFarlane District Project.

In any case, the three year period shall be extended for delays caused by casualty, war, terrorism, unavailability of labor or materials, civil uprising, governmental delays or other matters beyond the Municipality's control including, without limitations, delays caused by the County's failure to disburse the Funds in accordance with the terms of this Agreement.

Section 8. Reports; and Filing Deadlines. To demonstrate that Funds disbursed pursuant to this Agreement have been used in accordance with the Project Description and Project Budget, the Municipality shall be asked to submit the following reports to the County Mayor:

Reports: The Municipality must submit to the County Mayor, a written report documenting that the Municipality is meeting, is fulfilling or has fulfilled all Project Description and Project Budget requirements. This report title, "draw request form Exhibit E" is to be received by the County Mayor, or his designee, along with each submission of a reimbursement request and will end upon Project completion.

Annual Statements: The Municipality shall also submit a written report to the County Mayor on or prior to September 30th of each year from the time of the execution of this Agreement through the termination of this Agreement demonstrating that the Municipality is fulfilling, or has fulfilled, its purpose, and has complied with all applicable municipal, County, state and federal requirements, and this Agreement, exhibits, and/or other substantive materials affecting this Agreement, whether by reference or as may be attached or included as a condition to the distribution of Funds pursuant to the Funding Plan.

The County Mayor may also request a compilation statement or independent financial audit and accounting for the expenditure of Funds disbursed pursuant to this Agreement. This audit will be prepared by an independent certified public accounting firm at the expense of the Municipality. If a dispute arises regarding the expenditure of the Funds as shown in the compilation statement or independent financial audit, the County Mayor may request that an independent certified public accounting firm selected by the County perform an audit at the expense of the Municipality.

The County will notify the Municipality in writing if it does not receive a Report or Annual Statement timely. The Municipality shall have five (5) business days from the time it receives any such notice to respond and cure any reporting deficiency. The County may withhold the distribution of any additional Funds pursuant to this Agreement only after (a) the County notifies the Municipality of a

report deficiency, and (b) the Municipality fails to cure the report deficiency within the prescribed timeframes above.

In the event that the Municipality fails to submit the required reports as required above, the County Mayor may terminate this Agreement in accordance with Section 16 or suspend any further disbursement of Funds pursuant to this Agreement until all reports are current. Further, the County Mayor must approve these reports for the Municipality to be deemed to have met all conditions of the grant award.

Section 9. Project Monitoring and Evaluation. The County Mayor may monitor and conduct an evaluation of the Municipality's operations and the Project, which may include visits by County representatives to observe and discuss the progress of the Project with the Municipality's personnel. Upon request, the Municipality shall provide the County Mayor with notice of all Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that the Municipality is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons, then the County Mayor must provide in writing to the Municipality, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Municipality's ability to complete the Project and fulfill the terms of this Agreement within a reasonable time frame. If Municipality refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the County Mayor, then the County Mayor, at his or her discretion, may withhold Funds until such time as the Municipality can demonstrate that such issues have been corrected. Further, in the event that the Municipality does not expend the Funds for the Project or uses any portion of the Funds for costs not associated with the Project and the Municipality refuses or is unable to address the areas of concern, then the County Mayor may request the return of all or a portion of the Funds disbursed to date pursuant to this Agreement. The County Mayor may also institute a moratorium on applications from the Municipality to County grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

Section 10. Accounting, Financial Review and Access to Records and Audits. The Municipality shall keep accurate and complete books and records for all receipts and expenditures of the Total Funding Allocation in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Total Funding Allocation, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in the Miami-Dade County in a secure place and in an orderly fashion in a location within the County by the Municipality for at least three (3) years after the later of the Expenditure Deadline specified in Section 6; the extended Expenditure Deadline, as approved by the County Mayor, if any; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Total Funding Allocation award, the Municipality and/or MacFarlane District Project for activities related to the Total Funding Allocation award.

The County Mayor may examine these books, records and documents at the Municipality's offices or other approved site under the direct control and supervision of the Municipality during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Municipality, whether or not purported to be related to this grant.

The Municipality agrees to cooperate with, and require Owners to cooperate with, the Miami-Dade Office of Inspector General (IG) which has the authority to investigate County affairs and review

past, present and proposed County programs, accounts, records, contracts and transactions. The OIG contract fee shall not apply to this Agreement and the Municipality shall not be responsible for any expense reimbursements or other amounts payable to the IG or its contractors. The IG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The IG shall have the power to retain and coordinate the services of an Independent Private Inspector General ("IPSIG") who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Municipality, Owners and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Municipality (and any affected contractor and materialman) from IG, the Municipality (and any affected contractor and materialman) shall make all requested records and documents available to the IG for inspection and copying.

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

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

The provisions in this section shall apply to the Municipality, the Owners, its contractors and their respective officers, agents and employees. The Municipality shall incorporate the provisions in this section in all contracts and all other agreements executed by the Owners and its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Municipality, its contractors or third parties for monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Municipality.

Municipality agrees to cooperate with the Commission auditor who has the right to access all financial and performance related records, property, and equipment purchased in whole or in part with governmental funds pursuant to Section 2-481 of the County Code

Section 11. Publicity and Credits. The Municipality must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS MACFARLANE DISTRICT PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY."

Section 12. Naming Rights and Advertisements. It is understood and agreed between the parties hereto that the MacFarlane District Project is funded by Miami-Dade County. Further, by acceptance of these funds, the Municipality agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source through the BBC GOB Program. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. Municipality shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of all Project(s). This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Municipality shall submit sample of mock up of such publicity or materials to the County for review and approval. The Municipality shall ensure that all media representatives, when inquiring about the Project(s) funded by the Agreement, are informed that the County is its funding source.

Section 13. Liability and Indemnification. It is expressly understood and intended that the Municipality, as the recipient of BBC GOB Program funds, is not an officer, employee or agent of the County, its Board of County Commissioners, its Mayor, nor the County department administering the Total Funding Allocation.

The Municipality shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture partner, collaborator or partner of the department administering these grants, the County Mayor, the Miami-Dade County Board of County Commissioners, or its employees. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

The Municipality agrees to be responsible for all work performed and all expenses incurred in connection with the MacFarlane District Project. The Municipality may subcontract as necessary to complete the MacFarlane District Project, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Municipality and the Owners that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Municipality shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. It is expressly understood that the Municipality will be undertaking the rehabilitation for the MacFarlane District Project, will oversee the MacFarlane District Project, and the completion of the MacFarlane District Project shall be the responsibility of the Municipality.

The Municipality shall require the Owners to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of

any kind or nature arising out of, relating to or resulting from the performance of this Agreement and/or the development of any homes within the MacFarlane District Project by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors (collectively, "Adverse Proceedings"). Municipality shall require Owners to pay all claims and losses in connection with such Adverse Proceedings and shall investigate and to defend all Adverse Proceedings in the name of the County, where applicable, including appellate proceedings, and to pay all costs, judgments, and attorneys' fees which may result from such Adverse Proceedings. Municipality shall require Owners to expressly understand and agree in their respective contracts with the Municipality that any insurance protection required by this Agreement or otherwise provided by the Owners shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as provided in this Section 13.

The Municipality shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement and/or the development of any homes within the MacFarlane District Project by the Municipality or its employees, agents, servants, partners, principals, subconsultants or subcontractors (collectively, "Adverse Proceedings") up to and subject to the limitations of Fla. Stat. Section 768.28.

Section 14. Assignment. Other than as provided in this Section, the Municipality is not permitted to assign this Agreement or any portion of it. Any purported assignment will render this Agreement null and void and subject to immediate rescission of the full amount of the Total Funding Allocation award and immediate reimbursement by the Municipality of the full amount of the Total Funding Allocation disbursed to the Municipality.

Section 15. Compliance with Laws. The Municipality agrees and is, and shall require in writing each Owner to be, obligated to abide by and be governed by all Applicable Laws necessary for the development and completion of the MacFarlane District Project. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "Applicable Laws" and "applicable laws" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Chapter 11-A of the County Code (nondiscrimination in employment, housing and public accommodations); all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code; County Resolution No R-754-93 (Insurance Affidavit); County Ordinance No. 92-15 (Drug-Free Workplace); County Ordinance No. 91-142 (Family Leave Affidavit); execution and delivery of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit; all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No 90-133 (Fair Wage Ordinance); the requirements of Section 2-1701 of the Miami-Dade County Code and all other applicable requirements contained in this Agreement.

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

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

The Municipality shall keep and maintain, and shall require all Owners to keep and maintain, all records pertaining to the MacFarlane District Project in Miami-Dade County and, upon reasonable notice, shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Sec. 2-1076 of the Code of Miami-Dade County.

Section 16. Default; Remedies and Termination.

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

- (1) If the Municipality or an Owner uses any portion of the Total Funding Allocation for costs not associated with the MacFarlane District Project (i.e. ineligible costs), and the Municipality fails to cure the default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences, or causes Owner to commence, diligently to cure and thereafter continues to cure.
- (2) If the Municipality or an Owner shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 16(a)(1) and the Municipality fails to cure, or require Owner to cure, its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
- (3) If the Municipality fails to complete the MacFarlane District Project within three (3) years of the Commencement Date of this Agreement subject to extension as provided above.

(b) The following shall constitute a default by the County:

- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day

period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

(c) Remedies:

- (1) Upon the occurrence of a default as provided in Section 16(a) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided to the Municipality by the County pursuant to the terms of this Agreement and this Agreement shall be terminated.
- (2) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy), provided, however, any damages sought by the Municipality shall be limited solely to legally available BBC GOB funds allocated to the MacFarlane District Project and no other revenues of the County.
- (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
- (4) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(d) Termination:

- (1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement, provided, however, such termination shall not be effective until all payments are made by Municipality to the County pursuant to (c) (1) of this Section 16 above.
- (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
- (3) Upon termination of this Agreement pursuant to Section 16(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

In the event the Total Funding Allocation is canceled or the Municipality is requested to repay all or a portion of the Total Funding Allocation because of a breach of this Agreement, the Municipality will not be eligible to apply to the County for another grant or contract with the County for a period of one (1) year, commencing on the date the Municipality receives the notice in writing of the breach of this Agreement. Further, the Municipality will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration or termination of this

Agreement. The Municipality will also be liable to reimburse the County for all lost or stolen Total Funding Allocation funds.

Any funds, which are to be repaid to the County pursuant to this Section or other sections in this Agreement, are to be repaid by delivering to the County Mayor a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

Section 17. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 18. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one business day after being sent by reputable overnight carrier or 3 business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:	Municipality:
County Executive Office	Attention:
Miami-Dade County	
111 N.W. 1st Street (29th Floor)	
Miami, Fl. 33128	

Section 19. Captions. Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 20. Agreement Represents Total Agreement; Amendments. This Agreement, and its attachments, which are incorporated in this Agreement, incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters pertaining to the partial funding of the MacFarlane District Project by the County through the Total Funding Allocation and the construction of MacFarlane District Project by the Municipality. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect.

This Agreement may be modified, altered or amended only by a written amendment duly executed by the County and the Municipality or their authorized representatives.

Section 21. Litigation Costs/Venue. In the event that the Municipality or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Municipality agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 22. Representations of the Municipality. The Municipality represents that this Agreement has been duly authorized by the governing body of the Municipality and that the governing body has granted Dona M. Spain, (the "Authorized Officer"), the required power and authority to execute this Agreement on behalf of Municipality. The Municipality represents that it is a validly existing limited liability company in good standing under the laws of the State of Florida.

Once this Agreement is properly and legally executed by its Authorized Officer, the Municipality agrees to a) comply with the terms of this Agreement; b) comply with all applicable laws, including, without limitation, the County's policy against discrimination; c) comply with the Administrative Rules; d) require Owners to comply with all applicable laws, this Agreement and the Administrative Rules and e) submit all written documentation required by the Administrative Rules and this Agreement to the County Mayor .

Section 23. Representation of the County. The County represents that this Agreement has been duly approved by the Board, as the governing body of the County, and the Board has granted the County Mayor the required power and authority to execute this Agreement. The County agrees to provide the Total Funding Allocation to the Municipality for the purpose of developing and improving the MacFarlane District Project in accordance with terms of this Agreement, including its incorporated Attachments and Exhibits. The County shall only disburse the Total Funding Allocation if the Municipality is not in breach of this Agreement. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of the Total Funding Allocation within the time periods set forth in this Agreement.

Section 24. Invalidity of Provisions, Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 25. Insurance. The Municipality shall maintain and furnish, upon request, to the County Mayor, certificate(s) of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

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

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

or

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

Section 26. Special Conditions. The Total Funding Allocation is awarded to the Municipality with the understanding that the Municipality is performing a public purpose by providing affordable multi-family and single-family homes through the development of the MacFarlane District Project. Use of the Total Funding Allocation for any purpose other than for the MacFarlane District Project will be considered a material breach of the terms of this Agreement and will allow Miami-Dade County to seek remedies including, but not limited to, those outlined in this Agreement.

Section 27. Miami-Dade County's Rights As Sovereign. Notwithstanding any provision of this Agreement,

- (a) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (other than its contractual duties under this Agreement) and shall not be estopped by virtue of this Agreement from withholding or refusing to issue any zoning approvals and/or building permits; from exercising its planning or regulatory duties and authority; and from requiring the MacFarlane District Project to comply with all development requirements under present or future laws and ordinances applicable to its design, construction and development; and
- (b) Miami-Dade County shall not by virtue of this Agreement be obligated to grant the Municipality or the MacFarlane District Project or any portion of it, any approvals of applications for building, zoning, planning or development under present or future laws and ordinances applicable to the design, construction, and development of the MacFarlane District Project.

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

ATTEST:

By: 
Deputy Clerk



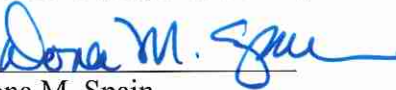
MIAMI-DADE COUNTY, FLORIDA:

By: 
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency:

By: 

CITY OF CORAL GABLES, FLORIDA:

By: 
Dona M. Spain
Historical Resources and Cultural Arts Director

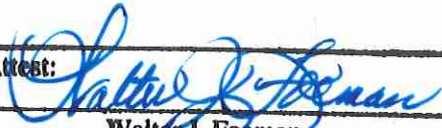
CITY OF CORAL GABLES, FLORIDA:

By: 
Cathy Swanson-Rivenbark
City Manager

(SEAL)

Attest:

By: 
Craig E. Leen, City Attorney

Attest: 
Walter J. Foeman
City Clerk