

INTERLOCAL AGREEMENT
BETWEEN NW 7 TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT
AGENCY AND NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

This **INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”), made and entered into this ____ day of October, 2025, by and between **NW 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (hereinafter referred to as “7th Avenue CRA”) and **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (hereinafter referred to as “North Miami CRA”) (each referred to as a “Party” and collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the NW 7th Avenue Corridor Community Redevelopment Area (hereinafter “NW 7th Avenue Redevelopment Area”) includes that certain geographical area of Miami-Dade County as collectively identified in (a) the Interlocal Cooperation Agreement dated December 18, 2009 between the 7th Avenue CRA and Miami-Dade County, (b) the Finding of Necessity for the Expansion of the 7th Avenue CRA dated June 2010 prepared by Ketith and Schnars P.A. and (c) the Redevelopment Plan for the Expansion of the 7th Avenue CRA dated 2009 prepared by PMG Associates, Inc.; and

WHEREAS, the North Miami Community Redevelopment Area (hereinafter “North Miami Redevelopment Area”) includes that certain geographical area of Miami-Dade County as set forth in the North Miami Community Redevelopment Plan Update 2023; and

WHEREAS, the Parties recognized that there are shared interest in between their respective community redevelopment agencies; and

WHEREAS, the Parties wish to collaborate and coordinate their efforts to redevelop the NW 7th Avenue Corridor (hereinafter the “Corridor”).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. AUTHORITY.

1.1 The recitals and all statements contained therein are true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” and Section 163.400, Florida Statutes, entitled “Cooperation by Public Bodies.”

2. RESPONSIBILITIES OF THE NW 7TH AVENUE CRA:

2.1. Coordinate with North Miami CRA regarding redevelopment activities within the Corridor subject to a mutual understanding as to a geographical focus area and percentage of cost allocation.

- 2.2. Identify joint projects for the Corridor.
- 2.3. Share costs on an agreed upon pro-rata basis for joint expenses.
- 2.4. Grant North Miami CRA access to an approved pool of contractors and other professional services as needed.
- 2.5. Regularly communicate updates to the NW 7th Avenue CRA Board on joint redevelopment activities.
- 2.6. Develop and monitor shared performance metrics to track Corridor impact.
- 2.7. Share market studies, feasibility analyses, property databases, and GIS mapping to avoid duplication of work.
- 2.8. Collaborate on community outreach, including joint stakeholder meetings, surveys, and public workshops, to communicate a unified message to residents and businesses.
- 2.9. Coordinate on Corridor-wide design standards, streetscape plans, and infrastructure guidelines to ensure consistency.

3. RESPONSIBILITIES OF NORTH MIAMI CRA:

- 3.1. Coordinate with NW 7th Avenue CRA regarding redevelopment activities within the Corridor subject to a mutual understanding as to a geographical focus area and percentage of cost allocation.
- 3.2. Share costs on an agreed upon pro-rata basis for joint expenses.
- 3.3. Grant NW 7th Avenue access to an approved pool of contractors and other professional services as needed.
- 3.4. Regularly communicate updates to the North Miami CRA Board on joint redevelopment activities.
- 3.5. Develop and monitor shared performance metrics to track Corridor impact.
- 3.6. Share market studies, feasibility analyses, property databases, and GIS mapping to avoid duplication of work.
- 3.7. Collaborate on community outreach, including joint stakeholder meetings, surveys, and public workshops, to communicate a unified message to residents and businesses.
- 3.8. Coordinate on Corridor-wide design standards, streetscape plans, and infrastructure guidelines to ensure consistency.

4. TERM. The term of this Agreement shall commence on the date that this Agreement is fully executed by the Parties and shall remain in effect until the earlier of the sunset of the 7th Avenue CRA or the North Miami CRA; provided, however, this Agreement may be

terminated any prior thereto upon the approval of both the 7th Avenue CRA Board and North Miami CRA Board.

5. 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 Project. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. DEFAULT.

6.1. If the NW 7th Avenue CRA fails to comply with any term or condition of this Agreement and/or fails to perform any of its obligations hereunder, and fails to cure such noncompliance or nonperformance within thirty (30) days following written notice from the North Miami CRA or such longer period as reasonably necessary depending upon the nature of the noncompliance or nonperformance, then the NW 7th Avenue CRA shall be in default. Upon the occurrence of a default hereunder the North Miami CRA, in addition to all remedies available to it by law, may immediately, upon written notice to the NW 7th Avenue CRA, terminate this Agreement. The NW 7th Avenue CRA understands and agrees that termination of this Agreement under this section shall not release the NW 7th Avenue CRA from any obligation accruing prior to the effective date of termination.

6.2. If the North Miami CRA fails to comply with any term or condition of this Agreement and/or fails to perform any of its obligations hereunder, and fails to cure such noncompliance or nonperformance within thirty (30) days following written notice from the NW 7th Avenue CRA or such longer period as reasonably necessary depending upon the nature of the noncompliance or nonperformance, then the North Miami CRA shall be in default. Upon the occurrence of a default hereunder the North Miami CRA, in addition to all remedies available to them by law, may immediately, upon written notice to the NW 7th Avenue CRA, terminate this Agreement. The NW 7th Avenue CRA understands and agrees that termination of this Agreement under this section shall not release the County from any obligation accruing prior to the effective date of termination.

7. NO LIABILITY. No commissioner, officer, employee, agent, or principal, whether disclosed or undisclosed, of the NW 7th Avenue CRA or North Miami CRA shall have any personal liability with respect to any of the provisions of this Agreement.

8. INDEMNIFICATION.

8.1 Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as amended, the NW 7th Avenue CRA hereby agrees to indemnify, defend, save and hold harmless the North Miami CRA from all claims, demands, liabilities and suits of any nature whatsoever including reasonable attorneys' fees and costs at both the trial and appellate levels arising out of, related to or in connection with the breach of this Agreement by the NW 7th Avenue CRA, its agents, officers or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the North Miami CRA for its sole negligence or breach of contract.

8.2 Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, as amended, the North Miami CRA hereby agrees to indemnify, defend, save and hold harmless the NW 7th Avenue CRA from all claims, demands, liabilities and suits of any nature whatsoever including reasonable attorneys' fees and costs at both the trial and appellate levels arising out of, related to or in connection with the breach of this Agreement by the North Miami CRA, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the NW 7th Avenue CRA sole negligence or breach of contract.

8.3 Nothing in this Agreement shall be or construed to be a waiver of sovereign immunity by either Party as set forth in Section 768.28, Florida Statutes, as amended.

9. PUBLIC RECORDS. The Parties understand and agree that the public shall have access, at all reasonable times, to all documents and information pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, and any applicable exemptions therefrom. The Parties agree to allow access by both Parties and the public to all documents subject to disclosure under applicable law unless there is a specific exemption from such access. The Parties agree that any of the obligations in this section will survive the term and termination of this Agreement.

10. INSPECTOR GENERAL. Either Party shall have the right to retain, at its sole cost, the services of an independent private sector inspector general whenever a Party deems it appropriate to do so, in accordance with Miami-Dade County Administrative Order No. 3-20. Upon written notice from the retaining Party, the other Party shall make available to the independent private sector inspector general or the retaining Party all requested records and documentation related to this Agreement for inspection and reproduction. Additionally, the Party shall submit to the Inspector General's review in accordance with Section 2-1076 of the Code of Miami-Dade County. The Inspector General shall be empowered to review a Party's past, present and proposed contracts, transactions, accounts, records, agreements and programs related to this Agreement and 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 Party, its officers, agents and employees, lobbyists, staff and elected officials to ensure compliance with contract specifications and to detect any fraud and/or corruption.

11. ENTIRE AGREEMENT, AMENDMENTS. This Agreement 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall not 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 following approval by their respective Boards.

12. JOINT PREPARATION. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

13. NOTICES. Any and all notices required to be given under this Agreement shall be sent by hand delivery, certified mail (return receipt requested) or nationally recognized overnight courier service such as Federal Express, addressed as follows:

To the NW 7th Avenue CRA:

NW 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County Office of Management and Budget
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Casneve Oupelle, MPA, FRA-RA
Executive Director
Phone: (754) 248-6950
Email: khass.oupelle@nw7avecra.gov

With copies to:

NW 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County Office of Management and Budget
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Vivian Cao, Assistant Director
Community Redevelopment and Municipal Services
Phone: (305) 375-5143 Fax:(305) 375-1569
E-mail: Vivian.Cao@miamidade.gov

County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: Terrence A. Smith
Assistant County Attorney
Phone: (305) 375-1322
E-mail: Terrence.Smith@miamidade.gov

To the North Miami CRA:

North Miami Community Redevelopment Agency
735 NE 125 Street, Suite 100
North Miami, Florida 33161
Attention: Anna-Bo Emmanuel

Executive Director
Phone: (305) 895-9839 _____
Email: aemmanuel@northmiamifl.gov

With copies to:

Taylor Duma LLP |
One Biscayne Tower
2 S Biscayne Boulevard, Suite 2500,
Miami, FL 33131
Attention: Steven W. Zelkowitz, Esq.
Phone: (305) 840-1437
Email: szelkowitz@taylorenglish.com

Notice may also be sent by electronic means such as electronic mail or facsimile provided that such is followed up with a hard copy sent by one of the methods set forth above.

14. COUNTERPARTS, ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this have the same effect as original signatures.

15. NO THIRD PARTY BENEFICIARIES. None of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

16. CONSTRUCTION OF AGREEMENT. All Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

17. JURISDICTION; VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

18. SEVERANCE. Should any clause or provision of this Agreement be determined to be illegal, invalid, or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal invalid or unenforceable provision, which is agreed to by all Parties.

19. NO WAIVER. No consent or waiver by a Party to, or of, any breach, or default, by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to, or of, any other breach or default in the performance by such other Party of the same or any other obligations of such other Party hereunder. No action or inaction shall be construed as a consent or waiver and all consents and waivers must be in writing signed by the Party against whom enforcement of the consent or waiver is sought. Failure by a Party to complain of any act, or inaction, of the other Party or to declare the other Party in default, irrespective of how long such failure continues, will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

20. ASSIGNMENT. This Agreement, or any part thereof, is not assignable by the NW 7th Avenue CRA or the North Miami CRA without the express written consent of the other Party.

21. CAPTIONS AND HEADINGS. The headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

22. PREVAILING PARTIES. If either Party is required to engage in litigation against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder including, but not limited to, all attorney's fees and court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder including any proceedings to enforce this provision.

23. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

NW 7TH Avenue Corridor Community
Redevelopment Agency, a public body corporate and
politic

North Miami Community Redevelopment Agency, a
public body corporate and politic

By: _____
Name: Casneve Oupelle, MPA, FRA-RA
Title: Executive Director

By: _____
Name: Anna-Bo Emmanuel, Esq., FRA-RA
Title: Executive Director

Approved for form and legal sufficiency

Attest:

By: _____
Name: Terrence A. Smith
Title: Assistant County Attorney

By: _____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved for form and legal sufficiency

By: _____
Name: Taylor Duma LLP
Title: NMCRA Attorney