

Memorandum



Date: October 2, 2018

Agenda Item No. 3(B)(1)

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Resolution Ratifying a Memorandum of Understanding Between Miami-Dade County and the Miami Parking Authority for the Development of a Garage and Related Components at the Coconut Grove Playhouse Site

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify, pursuant to Sections 2-9 and 2-10 of the Miami-Dade County Code (Code), the attached Memorandum of Understanding (MOU) between Miami-Dade County (County) and the Miami Parking Authority (MPA), an instrumentality of the City of Miami, outlining the terms for the development of a parking garage and related components (office, retail and food and beverage spaces) at the site of the Coconut Grove Playhouse.

Scope

The Coconut Grove Playhouse is located in District 7, represented by Commissioner Xavier L. Suarez, and is expected to serve all Miami-Dade County residents and visitors. Therefore, the proposed agenda item will have a countywide impact.

Fiscal Impact / Funding Source

The adoption of this MOU will have no fiscal impact to the County. This MOU is expected to result in a procurement and selection of a developer/operator to partner with the County and MPA for the development of a garage and related components and the resulting agreements will be brought to this Board for approval. Revenue generated by the garage and related development will help support the theater's operations and programming.

Track Record/Monitoring

The County and MPA have successfully engaged in past partnerships and MPA is currently operating the surface parking at the Coconut Grove Playhouse site. Michael Spring, Senior Advisor to the Mayor and Director of the Miami-Dade County Department of Cultural Affairs, will be responsible for implementing the County's rights and responsibilities under the MOU.

Background

The MOU has been developed pursuant to the provisions of the Lease for the Coconut Grove Playhouse among the State of Florida Department of Environmental Protection (State) as lessor and the County and Florida International University (FIU) as lessees (Lease - Exhibit A to the MOU). The Lease was approved by the Board via Resolution No. R-797-13. Simultaneously, this Board approved (via Resolution R-1043-13) a Management and Operating Agreement between the County and MPA to manage the surface parking at the Coconut Grove Playhouse and giving MPA the first option to participate in the development of the garage and related compatible elements.

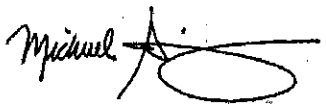
Highlights of the framework for developing the garage and related components established in the MOU include the following:

- The elements of the proposed capital development to be funded by MPA include:
 - A new parking garage structure on the site of the current surface parking lot with approximately 300 spaces;
 - Approximately 33,500 square feet of office space lining both the front and rear sides of the garage to provide a friendly face on both Main Highway and towards the residential neighborhood to the west;
 - A food and beverage establishment of approximately 4,700 square feet; and
 - Approximately 13,750 square feet of space in the restored historic front building (thereby restoring the original 1927 uses of retail on the ground floor and offices at the second and third levels).
- MPA will lead the search for a partner developer/operator, with County participation in the process and requiring final approval by the Board.
- The design of the garage and related components will be done by Arquitectonica, the same architectural firm engaged to design the theater and the restoration of the historic front building, in order to provide design continuity and cohesiveness to the overall aesthetics of the project.
- Funding responsibilities for the project components are delineated as follows:
 - The selected developer/operator and/or MPA will be responsible for funding all garage and related development components, including restoration of the historic front building; and
 - The County's secured funds (\$20 million) will be used solely for the development of the theater.
- The County will be responsible for the construction of the entire project: new theater, historic front building rehabilitation, garage, and related development.
- The selected developer/operator and/or MPA will be responsible for the management of the garage and related development components of the project. Any management and operating agreement(s) shall be subject to the terms of the Lease and subject to approval by MPA, this Board, and FIU.

The provisions outlined in the MOU are consistent with the Business Plan attached to the Lease and with the Master Plan developed for the site which has been previously shared with the State Department of Environmental Protection, the State Division of Historical Resources, local community members and stakeholders. The central objective of these components of the project is to complement the theater, activate the site, and generate revenue to help support the theater's operations and programming.

The MOU was approved by the Board of Directors of the Miami Parking Authority on July 11, 2018 and executed by the parties on August 8, 2018 in order to proceed with these important project components for the Coconut Grove Playhouse.

Attachment A: MOU between Miami-Dade County and Miami Parking Authority



Michael Spring
Senior Advisor

**MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY AND MIAMI PARKING AUTHORITY
FOR THE DEVELOPMENT AND OPERATION OF
PARKING AND SUPPORTING FACILITIES
AT THE COCONUT GROVE PLAYHOUSE SITE**

This Memorandum of Understanding ("MOU") is entered into on this 5th day of AUGUST, 2018 by and between Miami-Dade County (the "County") and the Miami Parking Authority ("MPA") (each a "Party" and collectively the "Parties"). Under the terms and conditions set forth in this MOU, the County and MPA agree to work to accomplish the development and operation of a parking garage and related development (Office, Retail, and/or food and beverage) (the "Project Components"), at the Coconut Grove Playhouse site, which is owned by the State of Florida.

RECITALS

WHEREAS, the County and Florida International University ("FIU") are, jointly, lessees to that certain Lease Agreement with the State of Florida (the "State") dated October 8, 2013 (the "Lease Agreement") in connection with the lease of the property known as the Coconut Grove Playhouse, described in Exhibit "A" attached hereto and made a part hereof (the "Leased Premises"), for a period of fifty (50) years commencing on October 15, 2013, with two (2) additional twenty-five (25) year options to renew; and

WHEREAS, in accordance with Section 253.034, Florida Statutes, a Land Use Plan, jointly developed by the County and FIU in coordination with GableStage, Inc. ("GableStage"), was incorporated as Exhibit "B" to that Lease Agreement (hereinafter referred to as the "Land Use Plan" or the "Plan"), calling for the development of a 300-seat regional theater at the Leased Premises and designating GableStage as responsible for operating, programming, and maintaining the theater ("theater" when used in this MOU refers to all front-of-house, back-of-house, circulation, stage, 300-seat auditorium chamber and spaces essential for a working theater facility); and

WHEREAS, the Land Use Plan stipulates that the County and FIU may pursue additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensuring the viability and success of GableStage's and FIU's cultural and educational programs; and

WHEREAS, under the terms of the Lease Agreement, the County and FIU may "enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of lessee's operations and/or leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking" and the State reserves the right to review the proposed agreement; and

WHEREAS, the County contracted with Arquitectonica, International Corp. (the "Architect") for the development of a master plan and design documents for the Leased Premises and the master plan generated by the Architect for the Leased Premises includes re-establishing the original uses of the Coconut Grove Playhouse's front building (Retail

and Office), the addition of a parking garage situated at the current location of the surface parking on the north part of the site which is to be screened by office liner units facing both Main Highway and the residential area to the west, retail space at the ground level of the parking garage facing Main Highway, and a food and beverage establishment to be located between the theater and the garage structure; and

WHEREAS, providing a parking facility and compatible development supports the County's plan to reactivate the Coconut Grove Playhouse and provides community benefits by adding parking capacity that serves audience members and staff of the theater, visitors, merchants, office workers, patrons, residents, the adjacent business district and area schools; and

WHEREAS, the development and operation of facilities that complement the theater experience will be vital for the long-term success of the theater by ensuring the economic viability of the theater operation; and

WHEREAS, via Resolution R-1043-13, the County entered into a Management and Operating Agreement with the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority ("MPA") regarding the parking on the Leased Property and such agreement provides MPA the right to manage and operate the existing surface parking at the Leased Property, and also the first option to present a plan to the County for future development which may include, but shall not be limited to: expanded parking facilities, a residential component, and a retail component; and

WHEREAS, MPA represents that it has the authority, expertise and experience to manage and operate the parking facilities at the Coconut Grove Playhouse for the County and FIU, as it has a track record of developing and managing other parking facilities for the State; and

WHEREAS, MPA sold the Oak Avenue Parking Garage with the intention of reinvesting \$6 million of the proceeds in the Coconut Grove Playhouse parking garage and related developments, as demonstrated by Exhibit "B" and the Coconut Grove Business Improvement District ("BID") has committed to providing MPA with \$3 million for the Coconut Grove Playhouse parking garage, as demonstrated by Exhibit "C"; and

WHEREAS, the Parties are entering into this MOU to set up the structure by which the Parties may enter into future agreement(s) for the funding, design, bidding, construction, and operation of certain Project Components, as further described in the MOU; and

NOW THEREFORE, in recognition of the foregoing recitation, which the Parties to the MOU acknowledge and agree reflects the Parties' respective interests and concerns, the Parties set forth the following framework for the funding, construction and operation of a parking facility and compatible development:

ARTICLE I

GENERAL TERMS

1.01 Incorporation of Recitals. The recitations set forth above are hereby incorporated into this MOU as though fully set forth herein.

1.02 Scope. This MOU shall encompass the Parties' obligations and responsibilities in connection with the solicitation and selection of a developer/operator for certain Project Components in support of the Theater and shall be the foundation for subsequent agreements for the funding, design, construction, operation, and management of certain Project Components, as further described herein in Section 1.03 and depicted in Exhibit "D", to be built on the Leased Premises (collectively referred to as the "Playhouse Project"). The Parties acknowledge and agree that this MOU shall not be construed as a modification, release, or amendment to the Lease Agreement, the Agreement between FIU and the County Regarding Coconut Grove Playhouse dated October 9, 2013 (the "FIU/County Playhouse Agreement"), the Agreement between FIU and GableStage dated April 10, 2015 (the "GableStage/FIU Agreement") or the Operating Agreement between the County and GableStage dated July 21, 2015 (the "GableStage/County Operating Agreement"), and that such agreements remain in full force and effect. The Parties agree that all proposed development and future agreements shall be subject to: State approval, all concurrency approvals, zoning/title restrictions, as well as all other required approvals, including, but not limited to, other governmental approvals and shall be subject to feedback from local community stakeholders.

1.03 Project Components and Descriptions

No.	Description	Approximate Size	Funding	Operation and Management
1	Theater	300 seats / +/- 19,310 sq. ft.	Miami-Dade County	GableStage, Inc.
2	Rehearsal, Costume and Scene Shop	+/- 9,150 sq. ft.	Miami-Dade County	GableStage, Inc.
3	Historic Front Building	+/- 13,750 sq. ft.	developer/operator, and/or MPA	developer/operator, and/or MPA
4	Restaurant/Retail	+/- 4700 sq. ft.	developer/operator, and/or MPA	developer/operator, and or MPA
5	Garage	+/-300 parking spaces	MPA/BID/ developer/operator, and/or MPA	MPA
6	Office	+/- 33,580 Sq. ft.	developer/operator, and/or MPA	developer/operator, and/or MPA

ARTICLE II

SOLICITATION FOR A DEVELOPER/OPERATOR

MPA shall take the lead on drafting and issuing a solicitation for the selection of a developer/operator for Project Components Nos. 3, 4, 5 and 6, in cooperation with and subject to the approval of the County. Selection criteria for a developer/operator shall include but not be limited to, experience with similar type projects, financial capacity and stability, track record of successful projects of similar scope, and best value and benefits for the support of the theater. A representative(s) designated by the County shall serve on MPA's selection committee for the developer/operator and the ultimate developer/operator recommended by the selection committee shall be subject to the approval of the County.

ARTICLE III

DESIGN OF THE PROJECT COMPONENTS

3.01 A/E Team. The Parties acknowledge that the County has contracted with the Architect for the design of Project Components Nos. 1, 2, and 3, the 300-seat Theater, the Rehearsal, Costume and Scene Shop, and the Historic Front Building respectively, and that in order to create a cohesive project it is agreed that the remainder of the Project Components shall also be designed by the same Architect.

3.02 Funding. Once a developer/operator is selected and an agreement negotiated, it is anticipated that the County will collaborate with MPA in including the design of Project Components Nos. 4, 5, and 6, Restaurant/ Retail, Garage, and Office components respectively, in the County's existing Professional Service Agreement with the Architect pursuant to MPA and/or the selected developer/operator providing the funding for the design fees. Design fees shall include all architectural and engineering services for the design, development of construction documents, permitting, bidding and award, construction administration services, and additional and reimbursable services.

3.03 Design Input. MPA has been involved in the development of the design and shall continue to provide input on the development of the project, particularly as it pertains to the design of the parking garage. The County will collaborate with the MPA in issuing service orders to the Architect for the design of Project Components Nos. 4, 5, and 6 (Restaurant/Retail, Garage, and Office components, respectively). Input from the developer/operator, and/or MPA, will be sought as it pertains to the design of the Retail, Office and food and beverage components of the project. The County will work cooperatively with MPA and/or the developer/operator to direct the Architect in incorporating the design requests recommended by MPA and/or the developer/operator. The Parties understand and agree that the direction for and final approval of the design for all Project Components of the Playhouse Project shall be made by the County.

ARTICLE IV

FUNDING OF THE PROJECT COMPONENTS

4.01 County. The County has secured funds totaling \$20 million (\$15 million from the Building Better Communities General Obligation Bond and \$5 million from Convention Development Tax bond proceeds) for the development of the theater (Project Component No. 1). The County will endeavor to identify and secure funding for the Rehearsal, Costume and Scene Shop (Project Component No. 2).

4.02 MPA. MPA will secure all resources necessary for the development of the parking garage (Project Component No. 5).

4.03 Developer/Operator. The selected developer/operator, and/or MPA, shall be responsible for funding the balance of the Project Components beyond the funding outlined above. As part of the solicitation for a developer/operator, potential bidders shall be required to present funding models that:

- A. Accomplish Project Components 3 ("Historic Front Building"), 4 ("Restaurant/Retail"), 5 ("Garage") and 6 ("Office") of the Playhouse Project taking into consideration the existing funding commitments from the County, MPA, and the BID;
- B. Maximize revenue to the County to be used to operate the Theater, satisfactory to the County;
- C. Account for the operations and maintenance of Project Components Nos. 3, 4, 5, and 6;
- D. Establish a repair and maintenance fund, controlled by the County, for the Playhouse Project; and
- E. Provide an upfront contribution that may be used to partially fund other Project Components.

ARTICLE V

CONSTRUCTION OF THE PROJECT COMPONENTS

In accordance with the Lease Agreement and the FIU/County Playhouse Agreement, the County shall be responsible for the development of the Project Components of the Leased Premises. The County will be responsible for overseeing the bidding, award and construction management of the six (6) Project Components of the construction project. The County may consult with MPA and/or the selected developer/operator to determine the terms of the construction solicitation prior to its issuance.

ARTICLE VI

OPERATION AND MANAGEMENT OF THE PROJECT COMPONENTS

6.01 GableStage shall be responsible for the operation of the theater (Project Components Nos. 1 and 2, Theater and Rehearsal, Costume and Scene Shop, respectively).

6.02 MPA shall be responsible for the operation of the parking garage (Project Component No. 5).

6.03 The developer/operator, and/or MPA shall be responsible for the operation of the Retail, food and beverage, and Office components (Project Components Nos. 3, 4, and 6, Historic Front Building, Restaurant/Retail and Office, respectively). The term for the operation of these Project Components will be proposed by the developer/operator, and/or MPA, subject to negotiation with the County, FIU, and MPA, and subject to the conditions of the Lease Agreement.

ARTICLE VII

NATURE OF MOU

7.01 No Binding Obligations. The County and MPA agree that this document sets forth only the Parties' intentions as to a future framework for the successful development and operation of the Playhouse Project and, specifically, the non-theater components and is not binding on either party.

7.02 Operating Agreement. Should MPA's solicitation for a developer/operator result in the selection of an entity that meets the County's approval, then MPA and the County, in consultation with FIU, shall negotiate in good faith a legally binding operating agreement ("Operating Agreement") for Project Components 3 (Historic Front Building), 4 (Restaurant/Retail), 5 (Garage), and 6 (Office). The Operating Agreement shall be consistent in all respects with this MOU and the Lease Agreement, and shall be subject to approval from the MPA, the Board of County Commissioners, and the Board of Trustees of FIU.

7.03 No Third-Party Beneficiaries. This MOU is a documentation of an understanding among the County and MPA and no third-party shall claim any right or benefit as a third-party to this MOU.

ARTICLE VIII

MISCELLANEOUS TERMS

8.01 Notices. Any notice required to be given herein shall be delivered by certified mail, return receipt requested, at the addresses listed below or at such other address that may be furnished in writing by a Party to the other Parties:

To the County: Miami-Dade County
Department of Cultural Affairs
111 NW 1st Street, Suite 625
Miami, Florida 33128

With copy to: Miami-Dade County Attorney's Office
111 NW 1st Street, Suite 2800
Miami, Florida 33128

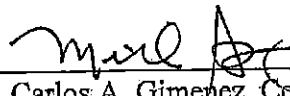
To the MPA: Miami Parking Authority
40 Northwest 3 Street
Miami, Florida, 33128

8.02 Termination. This MOU shall continue until terminated by either Party, through 30 day written notice given to the other Party, with or without cause. Upon such termination, neither Party shall have any liability to the other for any acts or omissions taken in connection with this MOU.

IN WITNESS WHEREOF, the County and MPA have made and executed this MOU by their respective and duly authorized officers the day and year first above

"COUNTY"

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

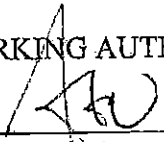
By: 
for Carlos A. Gimenez, County Mayor

Approved for Legal Sufficiency

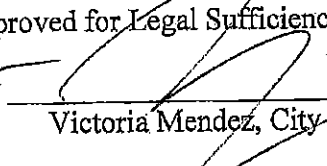


"MPA"

MIAMI PARKING AUTHORITY

By: 
Arthur Noriega, CEO 

Approved for Legal Sufficiency

By: 
Victoria Mendez, City Attorney 


Deputy Clerk



EXHIBIT "A"
LEASE AGREEMENT

STATE
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4721.

THIS LEASE AGREEMENT, made and entered into this 8th day of October 2013 between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FLORIDA INTERNATIONAL UNIVERSITY (FIU) and MIAMI-DADE COUNTY (COUNTY) (collectively hereinafter referred to as "LESSEE"),

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR's responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of Miami-Dade, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises". The leased premises are being leased to LESSEE in an "AS IS, WHERE IS" condition without warranties of title or representations.
3. TERM: The term of this lease shall be for an initial period of 50 years commencing on October 15, 2013, and ending on October 14,

2063, unless sooner terminated pursuant to the provisions of this lease, LESSEE may renew this lease for two additional 25-year terms, subject to LESSOR's approval, at one of its regularly scheduled meetings, or LESSEE's request to renew or extend this lease. LESSEE shall be required to give LESSOR at least one hundred twenty (120) days written notice of its election to renew or extend this lease prior to the expiration of the current lease term.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of programs and facilities that present arts, cultural, community, civic, governmental and educational activities for the benefit of the public, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 9 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. LAND USE PLAN: LESSOR has prepared and submitted a business plan, which is attached hereto as Exhibit "B" ("Business Plan"). LESSOR's execution of this lease shall constitute acknowledgment and approval of the Business Plan, and further that such Business Plan the satisfies the requirements for submission and approval of a Land Use Plan (PLAN) for the leased premises, in accordance with Section 258.034, Florida Statutes. The leased premises shall be developed consistent with the original management concept included in the PLAN approved by LESSOR on August 20, 2013, provided however, that all parties understand and agree that that details of the PLAN may evolve and change as a result of, and throughout, the design, construction and operational phases of the PLAN. LESSOR is to notify LESSOR in writing of any changes that alter the original management concept included in the PLAN and it is at the discretion of LESSOR if the changes are acceptable. LESSOR shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. Any financial commitments made by LESSOR which are not in compliance with the terms of this lease shall be done at LESSOR's own risk. The PLAN shall provide the basic guidance for all management activities. LESSOR shall not use or alter the leased premises except as generally provided for in the approved PLAN without the prior written approval of LESSOR.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. OPERATING AND OTHER ANCILLARY AGREEMENTS: All parties stipulate and agree that LESSEE has the right to enter into agreement(s) with outside party(ies), for the purpose(s) of managing, operating and/or maintaining all or a portion of LESSEE's operations and/or the leased premises, including, without limitation, ancillary and supporting functions such as vehicular parking and concessions. However, LESSOR reserves the right to review any proposed activity by a third party to determine if the activity would require a sublease pursuant to Chapter 18-2, Florida Administrative Code. If a sublease is required, it shall comply with the applicable requirements of Chapter 18-2, Florida Administrative Code.

12. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

13. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall be developed consistent with the objectives of the PLAN. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Equipment and improvements placed on the leased premises by LESSEE which are not intended to, or do not become, a permanent part of the leased premises will remain the property of LESSOR and may be removed by LESSEE upon termination of this lease.

14. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain a policy of fire and extended risk insurance coverage. As governmental entities LESSOR shall have the option to satisfy this obligation under LESSEE's property insurance program(s) with values scheduled for the full insurable replacement value of any improvements or fixtures located on the leased premises. LESSEE shall provide confirmation of such self-insurance in compliance with Section 768.28, Florida Statutes, in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. LESSEE shall submit annually thereafter, written evidence of maintaining such insurance policies, or self-insurance, to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3300

Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage or failure to self-insure as described above, and the failure to maintain such policies or certificate in the amounts set forth, or to self-insure, shall constitute a breach of this lease.

15. LIABILITY: Each party is responsible for all liability attributable to that party and to the officers, employees and agents of that party, including but not limited to liability for personal injury and property damage arising out of the negligent acts or omissions of that party and the officers, employees and agents of that party. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 748.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

16. PAYMENT OF TAXES AND ASSESSMENTS/AUTHORITY TO CHALLENGE

ENCUMBRANCES: LESSEE shall assume full responsibility for and shall pay all liabilities, if any, that accrue to the leased premises or to

the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully and properly assessed and levied against the leased premises during the lease term. LESSOR shall not consent to or otherwise allow or permit such taxes, assessments, liens, etc., to accrue or be assessed or levied upon the leased premises, and agree to reasonably cooperate with the LESSEE in any efforts to investigate, appeal, or otherwise challenge in any way such taxes, assessments, liens, etc. LESSOR stipulates, authorizes, delegates and acknowledges that LESSEE shall be empowered to take all steps necessary to challenge any taxes, assessments, liens, judgments, or any other encumbrances, etc., including those encumbrances as hereinafter described and defined in paragraph 31, and may do so by any legal and appropriate means, including but not limited to, by the utilization of legal proceedings, LESSOR shall reasonably cooperate with LESSEE in any efforts to investigate, appeal, or otherwise challenge the foregoing.

17. NO WAIVER OF BREACH: The failure of LESSOR or LESSEE to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR or LESSEE of any of the provisions hereof shall in any event be deemed

to have been made unless the waiver is set forth in writing, signed by LESSOR or LESSEE, respectively.

18. TIME: Time is expressly declared to be, of the essence of this lease.

19. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

20. UTILITY FEES: LESSEE shall be responsible for the payment of all LESSEE-caused charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

21. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

22. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or

require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

23. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

24. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

25. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

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Lease No. 4721

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LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3000 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Miami-Dade County
Department of Cultural Affairs
111 N.W. 1st Street, Suite 628
Miami, Florida 33128

With a copy to: Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128

and

Florida International University
Modesto Maidique Campus
Senior Vice President & Chief Financial Officer
Division of Finance and Administration
11200 S.W. 8th Street, PC 523 A
Miami, Florida 33199

With a copy to: Florida International University
General Counsel's Office
11200 S.W. 8th Street, PC 511
Miami, Florida 33199

26. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within one hundred twenty (120) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within one hundred twenty (120) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of

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recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

27. DAMAGE TO THE PREMISES: (a) LESSOR shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises, or any part thereof.

(b) LESSOR shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States

Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant.

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time.

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Lease No. 4721

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In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Where hazardous substances have been introduced during the lease term, LESSEE's remediation obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

28. ENVIRONMENTAL ADDIT: At LESSOR's discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

29. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, or desired, in LESSEE's discretion, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the

expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR's sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 20 and 30 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

30. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2, 018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises, provided that LESSOR has provided to LESSEE written copies of such Best Management Practices prior to, or contemporaneously with, execution of this lease.

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises shall be retained by LESSOR. LESSOR and LESSEE shall not do or permit, and since September 25, 2012, they have not done or permitted, anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in

the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein. In the event any encumbrances including, but not limited to, liens, judgments, enforcement orders and notices, and municipal special assessments ("Encumbrances") attach to the leased premises from September 25, 2012, through the term of this lease it will be LESSOR's responsibility to remove, release, satisfy, or otherwise resolve these Encumbrances from the leased premises at LESSOR's sole cost and expense. Provided that in the event that Encumbrances are discovered which were not reflected in the Old Republic National Title Insurance Company Commitment, Fund File Number 01-2012-0162502 with an effective date of September 25, 2012 at 11:00 p.m., then LESSOR shall have twelve months to attempt to remove, release, satisfy, or otherwise resolve those. In the event that LESSOR determines that it is unable to reasonably do so, LESSOR may terminate this lease with no further liability or obligation under this paragraph by then utilizing the provisions of paragraph 29 of this lease.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes, the collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall

maintain any and all existing roads, canals, ditches, culverts, bridges and the like in as good condition as the same may be on the effective date of this lease.

37. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

39. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this lease:

A. LESSEE shall dedicate \$20 million specifically for the capital expenses for the Coconut Grove Playhouse project and adhere to the timetable for the capital plan as set forth in the Business

plan. Failure to do so shall constitute a default under this lease.

B. During the term of this lease and any renewal or extension, LESSEE shall be required to provide LESSOR with an annual written status report of the construction and the operation of the Coconut Grove Playhouse within 30 days of each annual anniversary date of this lease.

C. LESSEE acknowledges and understands that this lease is subject to existing Coconut Grove Parking and Security Use Agreement No. 0392 ("Use Agreement"), dated November 2, 2012, as amended by Amendment to Use Agreement Number 0392, dated June 14, 2013, by and between LESSOR and Paradise Parking Systems, LLC, and that LESSOR shall continue to receive the monthly fees under the Use Agreement until such time as the Use Agreement is terminated. Upon LESSEE's written request, LESSOR agrees to promptly terminate the Use Agreement in accordance with the termination provisions in the Use Agreement.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

[Signature]
Witness
Elizabeth B. Reardon
Print/Type Name

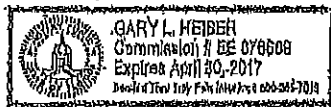
[Signature]
Witness
Scott E. Woolam
Print/Type Name

By: Cheryl C. McCall (SEAL)
CHERYL C. MCCALL, CHIEF
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th
day of October, 2013, by Cheryl C. McCall, Chief, Bureau of
Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of
the Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.



[Signature]
Notary Public, State of Florida.

Print/Type Notary Name

Commission Number:
Commission Expires:

Approved as to Form and Legality

By: [Signature]
DEP Attorney

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES, by and on behalf of
Florida International University

Witness

Bronetta Garcia

Print/Type Name

Witness

Vanessa Rodriguez

Print/Type Name

By:

Mark B. Rosenberg

Print/Type Name

Title: FIU President

(OFFICIAL SEAL)

Approved as to form
and legality

"LESEEN"

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

FIU Attorney 10-0-2013

The foregoing instrument was acknowledged before me this 9
day of October 2013 by Mark B. Rosenberg, as
President, on behalf of Florida International
University Board of Trustees. He/she is personally known to me.

Eljanet Deville
Notary Public, State of Florida

Eljanet Deville
Print/Type Notary Name

Commission Number:

Commission Expires:



[Signature]
Witness
Carl M. Martinez
Print/Type Name
Salvador Gonzalez Lopez
Witness
Cabrera E. Lopez
Print/Type Name

Approved as to form
and Legal Sufficiency
[Signature]
Assistant County Attorney
10/12/13
Date

MIAMI-DADE COUNTY, FLORIDA
By its Board of County
Commissioners

BY: [Signature]
Carlos A. Arredondo
Print/Type Name

Title: Mayor

(OFFICIAL SEAL)

ATTEST:
County Administrator and Board of
Clerk of the Board of County
Commissioners of Miami-Dade
County

"LESSOR"

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 7th
day of October 2013, by Carlos A. Arredondo and
Gene Spencer Jr. as Mayor and
Dutty Clerk respectively, on behalf of the
Board of County Commissioners of Miami-Dade County, Florida. They are
personally known to me.

Jacqueline Rachel Novick
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

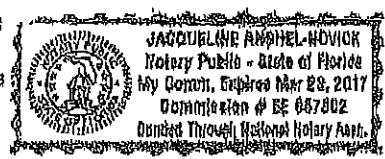


EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

PARCEL 1, Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

PARCEL II. Beginning at the Intersection of the agreed Westerly line of the NW¼ of the SE¼ of Section 21, Township 54 South, Range 41 East, with the Northerly right-of-way line of Charles Avenue (formerly Evangelist Street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence South 89 degrees 56 minutes 00 seconds East along said right of way line for 150.76 feet to its intersection with the Northwestern right of way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right of way line for 83.04 feet to a point on the Southwesterly right of way line of a former 14.12 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHedouville Subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right of way line of 12.519 feet to the most Southerly corner of Eagle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Eagle Subdivision being also the Northerly right of way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the afore-mentioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.23 feet to the intersection of said center line with the Northwestern boundary line of Tract B of said Eagle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.06 feet to a point on the South-westerly boundary of Lot 2 of said Eagle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said South-westerly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence South 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW¼ of the SE¼ of Section 21, Township 54 South, Range 41 East for 235.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

PARCEL III, The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block Twenty-Nine (29); Less the North One Hundred and Forty (140) feet of the Crow Homestead according to the Plat thereof recorded in Plat Book B at Page 17-18 of the Public Records of Dade County, Florida.

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The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

PARCEL IV. That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; described as follows: Beginning at the most Southerly corner of the aforesaid Lot 75; thence run Northeasterly along the Southeasterly boundary line of said Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning. Less a portion of said Lot 75, released for Public Highway purposes AND all that part of the alley adjacent to Lots 75, 76 and 77 as shown on Plat of DeHedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida.

Being the same land as conveyed by Official Records Book 9843, Page 396, and Deed Book 1566, Page 190, as recorded in the Public Records of Dade County, Florida, and in Official Records Book 10809, at Page 2755 of the Public Records of Miami-Dade County, Florida,

WITNESSED
my hand
Date: 10.03.13

EXHIBIT "B"
BUSINESS PLAN

See attached Business Plan, Coconut Grove Playhouse.

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Lease No. 4721

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Business Plan
Coconut Grove Playhouse Property
3500 Main Highway, Coconut Grove, FL 33133

Presented by
Florida International University
and
Miami-Dade County
in consultation with
GableStage



GABLESTAGE

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• B - Building Program for 300-seat professional theater	
• C - Cable Stage; background information	
• D - Coconut Grove Playhouse Questions and Answers	
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Introduction

This Business Plan is an outline of the proposed use of the Coconut Grove Playhouse property in Miami, Florida by Florida International University (FIU) and Miami-Dade County for educational, cultural and civic engagement purposes. It was developed and approved by the boards of FIU and Miami-Dade County in close consultation with GableStage, one of Florida's most accomplished not-for-profit theater companies. The proposed partnership among FIU, Miami-Dade County and GableStage serves as a central premise for the Business Plan.

Key Benefits to the State and Florida International University

It is important to emphasize the key benefits that acquisition of the Coconut Grove Playhouse property and this Business Plan provide to the State of Florida, FIU faculty and students, and the general public of South Florida that FIU engages to advance its educational mission:

- FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc.). See Attachment A – Vision and Mission.
- FIU will have the ability to use the theater and ancillary spaces to advance its established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., lectures by FIU faculty and visiting scholars; presentations by FIU's Colleges, Centers, and Institutes; the FIU Office of Engagement; etc.).
- FIU's affiliation with a major regional theater company will accrue to the university's status as an important center for creativity and innovation, similar to the benefits enjoyed by other universities affiliated with regional theater companies such as Yale University through the Yale Repertory Theater and Brown University and the Trinity Repertory Company.
- Work on the ambitious capital and operational components of the Business Plan will be accomplished with no cost to FIU or the State of Florida.
- FIU will serve as the catalyst for a major, historic cultural site in the heart of one of Miami's oldest neighborhoods to be reactivated for educational and cultural purposes.

Key Benefits to Miami-Dade County

The key benefits of the proposed partnership between FIU and Miami-Dade County that help advance primary goals of the County's cultural development of our community and create more opportunities for its residents and visitors include:

- The County will achieve its goal of re-establishing a major regional theater for South Florida, a key missing element in our cultural life and an essential part of the County's plan to establish Miami-Dade County as one of the world's newest and most vibrant cultural centers.
- The County will utilize the \$20 million of capital funds already approved by the Board of County Commissioners for the capital plan to redevelop the Coconut Grove Playhouse site to accomplish an outstanding theater complex and adequate parking to serve its audiences.
- The County will help forge a programming partnership between FIU and GableStage, the designated operator of the regional theater facility, to create outstanding educational and cultural opportunities.
- The County will implement its work plan developed in collaboration with GableStage, a non-profit organization, to build the capacity of this outstanding theater company (its staff and its volunteer board of directors) to reach its clear potential to be one of the nation's leading regional theater companies.
- The County will work with Coconut Grove stakeholders, with the inclusion of Public-Private Partnerships, to help achieve additional objectives for this project, including but not limited to helping to revitalize a neglected part of this neighborhood, serving as a catalyst for economic redevelopment, pursuing the potential of additional, compatible development on the property to support theater operations, and ensuring that this historic property is treated with respect and sensitivity to the "village" ambiance of Coconut Grove.

This Business Plan is developed to provide the State of Florida with the confidence and assurance that FIU, Miami-Dade County and GableStage have sound business plans, adequate resources and the requisite expertise to accomplish the goals that are set forth and to achieve the important public purposes summarized above for the State, FIU and Miami-Dade County.

Contacts:

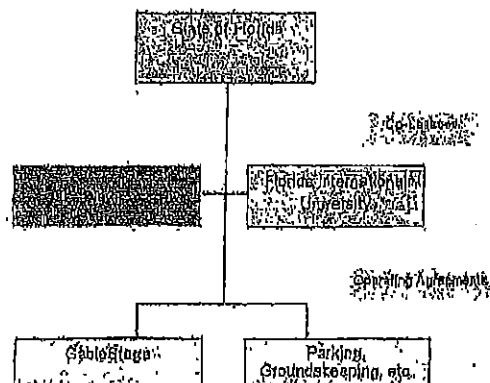
Kenneth A. Jessell, Ph.D.
Senior Vice President and Chief Financial Officer
Florida International University
11200 SW 8th St, P.O. 523, Miami, FL 33199
Phone: 305-348-2101
Fax: 305-348-3678
Email: kenneth.jessell@fiu.edu

Lisa M. Martinez
Senior Advisor, Office of the Mayor
Miami-Dade County
111 NW 1st St, 28th Floor, Miami, FL 33128
Phone: 305-375-2931
Fax: 305-375-2098
E-mail: lsamm@miamidade.gov

Governance and Organizational Structure

In order to accomplish the goals of this Business Plan, the following organizational and governance structure will be utilized:

- The Coconut Grove Playhouse property will be conveyed from the State of Florida to FIU and Miami-Dade County through a long-term lease.
- FIU and Miami-Dade County will serve as co-lessees.
- A separate agreement between FIU and the County will delineate the responsibilities and rights of each of the parties.
- Miami-Dade County will negotiate and execute an operating agreement* with GableStage, a non-profit theater company, to operate, program and maintain the theater (see below for key business points).



- Miami-Dade County and FIU will determine the best approach to manage the remainder of the site (parking, groundskeeping, etc.).
- Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programming at the Playhouse.
- FIU and GableStage will establish programming partnerships directly between them.

* Miami-Dade County has a number of operating agreements with non-profit cultural organizations that manage, program and help maintain cultural facilities on its behalf (e.g., HistoryMiami, Performing Arts Center Trust, Miami Science Museum, Miami Art Museum). These partnerships add the expertise and activate the fundraising capabilities of the private sector to enhance the educational and cultural opportunities offered to the public. See Attachment E.

Development and Management Agreement between FIU and Miami-Dade County – Key Business Points

- Miami-Dade County is responsible for funding and implementing a capital project to provide a theater, front and back-of-house support spaces and parking, including but not limited to the competitive selection of architectural, engineering and consulting firms, and the competitive selection of a contractor to build the project. FIU and Miami-Dade County, in consultation with GableStage, will agree upon a master plan for the site and a building program delineating theater spaces and sizes.
- Miami-Dade County will negotiate and execute an operating agreement with GableStage for programming and maintaining the theater and will determine the best approach to managing the rest of the site, subject to FIU's concurrence.
- Miami-Dade County will utilize revenues generated by activities on Cocohut Grove Playhouse property, other than those presented by GableStage, to cover the expenses of parking and site management. Any revenues remaining after these expenses will be used by Miami-Dade County solely to help support the non-profit theater activities presented for the public's benefit by GableStage.
- Any additional future development of the site will be subject to the review and concurrence of the State, FIU and Miami-Dade County. The use of any additional revenue that may result from such development would be dedicated principally to the viability and success of GableStage and is subject to the review of the State, FIU and Miami-Dade County and the approval of the State.
- FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Cocohut Grove Playhouse.
- Miami-Dade County is responsible for the operational and maintenance costs of the site.
- Miami-Dade County and FIU will agree upon a process for communication regarding progress and activities that may include regular meetings and reports shared with designated representatives.

Operating Agreement between Miami-Dade County and GableStage - Key Business Points

- * GableStage will be responsible for operating, programming and maintaining the theater facility.
- * The importance of a lease term of 60 years, with two renewable 25-year terms, is that the volunteer board of directors of GableStage can provide their current and future donors with a firm assurance that their contributions for programs are helping to establish theater-going traditions on a site that is secured for the next 100 years. This is essential for the increased fundraising that is essential to operate and program the theater.
- * Funding from Miami-Dade County to GableStage will be available through the County's competitive grants programs (currently, GableStage receives County grants through the Department of Cultural Affairs). Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- * Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- * GableStage and FIU will agree upon certain rights and benefits that also will be referenced and/or incorporated into the operating agreement between the County and GableStage.
- * GableStage will participate in and provide input for the County's selection of capital project consultants and contractors and on the resulting work to develop a site master plan and on the theater design and construction.
- * GableStage will work with the County on a management plan to help build its organizational capacity to ensure success in operating and programming the theater (e.g., fundraising, board development, operating budget forecasts, etc.).
- * Miami-Dade County and GableStage will develop and agree upon terms to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

Capital Plan

The Capital Plan for the Coconut Grove Playhouse property consists of establishing a theater of the appropriate size and capacity to be operated by GableStage and parking to serve the theater and, to the degree possible, surrounding educational and business interests -- all within the established capital budget.

Objective of the Capital Plan: Re-establish Great Regional Theater and Provide Professional Theater Opportunities for FIU Students and Faculty

The central purpose of FIU, Miami-Dade County and GableStage in regard to the Coconut Grove Playhouse property is to re-establish great regional theater on the site that was the hub for the community's major theatrical activity for more than 50 years. Professional regional theaters contribute a number of essential activities for a community's cultural life:

- They present the highest quality theater productions, ranging from classics to contemporary work.
- They serve as an incubator for new theatrical works, commissioning the best and most promising playwrights to develop and premiere their work.
- They forge partnerships with universities to develop the next generation of theater professionals, offering advanced training at the highest level to student and equity actors, designers (lighting, stage and costume), technicians, administrators and directors. In addition, they provide university faculty with opportunities for their own professional development through involvement with theater productions.
- They are a hub for employment in the theater community, providing the critical mass of job opportunities to keep talented theater professionals and graduating theater students in Miami and to offer internships to students.
- They are the largest provider of field trip and in-school performances, introducing students to the repertoire and wonder of live theater.
- They help to cultivate and support the work of other Miami theater companies, offering technical assistance, cross marketing support and joint programming opportunities.
- They help define a city as a major cultural center, in the same ways that a regional ballet company, a flagship art museum and a 21st century science center do.

The Building Program for a Regional Theater Facility

Regional theater companies require very specific kinds of facilities in which to conduct these activities. In 2008, the board of directors of the Coconut Grove Playhouse in collaboration with the Miami-Dade County Department of Cultural Affairs commissioned one of the nation's

foremost theater consulting firms, Fisher Dachs Associates (FDA), to do a preliminary building program for a regional theater. This theater program is Attachment B to the Business Plan.

Funding for the Capital Plan

Miami-Dade has approved \$20 million that is dedicated specifically for the capital expenses for the Coconut Grove Playhouse project, including "soft-costs" and construction expenses:

Miami-Dade County, Secured Capital Funds	
Amount	Source
\$5 million	Convention Development Tax bond proceeds
\$15 million	Building Better Communities-General Obligation Bond program

A preliminary "order of magnitude" cost estimate was done by FDA that demonstrated that the building program could be accomplished within the \$20 million of secured and available County funding. This calculation was based on the square footage contained in the building program and an estimated cost of \$460/s.f. for construction.

Miami-Dade County will confirm this capital cost estimate at the outset of the master plan and design work for the project and is committed to having a professional cost estimating firm as part of the consultant team that is selected to design this project. Cost estimates will be required at key benchmarks in the project's development to ensure that the project can be accomplished within the established capital budget.

Timetable for the Capital Plan

Miami-Dade County and FIU are committed to working quickly and responsibly to accomplishing the capital plan. The preliminary timetable for this work is contingent on variables ranging from the time necessary for the variety of necessary governmental approvals (ranging from County contracts for architectural and construction services to municipal reviews for historic preservation, permitting and inspections) to unforeseen existing site conditions and weather factors. Typically, capital projects consist of the following phases (with broadly approximate time periods for each phase):

- Competitive solicitation for and approval of architectural and engineering services (6 to 12 months);
- Planning and design phase (18 to 24 months);
- Competitive bidding for construction (6 to 12 months); and
- Permitting, construction and commissioning – this depends on the what the design phase generates for the project and the response from the selected contractor for how long

construction will take; for example, work with an existing structure on the site, new construction and the integration of these elements all can impact the construction timeline (36 to 60 months).

The Miami-Dade County Department of Cultural Affairs will manage the capital project, competitively selecting and contracting for services for design and construction. The Department has a strong track record for managing successful theater design and construction projects. There are a number of standard and required safeguards that the County uses for managing capital projects to successful completion. The County requires general contractors to have a performance bond and provisions for delay damages also are contractual conditions, serving as an incentive/penalty for contractors to maintain the construction schedule. These are tested and effective mechanisms to help ensure the completion and timeliness of Miami-Dade County construction projects.

In addition, Miami-Dade County is committed to working closely with FIU, community stakeholders, and with GableStage to ensure that the theater building is capable of successfully accommodating all of the functions of a regional theater company and the needs of FIU.

Operational Forecast / Property Management and Development

FIU, Miami-Dade County and GableStage are committed to a sound and sustainable plan for developing and operating the Coconut Grove Playhouse site that does not cause any additional burden to the taxpayers of Florida. As such, the steadfast criterion for the operational forecast is that the Coconut Grove Playhouse property can be managed, programmed and maintained without additional expense to the State, FIU and Miami-Dade County.

Key Premises that Support the Operational Forecast

- GableStage will be responsible for all of the costs of the operations, programming and maintenance of the theater.
- GableStage is a financially successful and stable, not-for-profit organization and its board of directors is fully committed to meet its fundraising responsibilities for their activities in the theater.
- Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.
- GableStage currently receives County funding support through Miami-Dade County Department of Cultural Affairs' competitive grants programs and it is anticipated that this support will continue, subject to annual budgets adopted by Miami-Dade County. Miami-Dade County has provided significant grant funding support to GableStage since its inception, fifteen years ago.*
- Parking revenues and other income that may result from compatible development on the site will be dedicated completely to GableStage to ensure the viability and success of the non-profit theater operations.
- Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these earned revenues, to the extent that they are maximized, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service.

*In FY2012-2013, Miami-Dade County allocated more than \$250,000 in grant support for GableStage's operations and programming.

FIU Programs at the Coconut Grove Playhouse

A number of educational, cultural and community programs that will benefit FIU will be presented by the university at the Coconut Grove Playhouse.

FIU, through its partnership with GableStage, will establish programs to enhance the work of FIU's College of Architecture + The Arts and specifically, its Theater Department. These programs include student internships, workshops with practicing theater professionals, and opportunities for theater and arts faculty to develop professional credentials through acting, directing, etc. In addition, FIU will have the ability to use the theater and ancillary spaces to advance its educational mission and established community engagement goals in a central, prominent Coconut Grove location and further elevate the profile and reputation of the university (e.g., theatrical and musical performances, lectures by FIU faculty and visiting scholars and presentations by FIU's Colleges, Centers and Institutes, etc.). Through the collaborative partnership with Miami-Dade County and GableStage and the reactivation of the Playhouse, expanded academic and research opportunities will be available to FIU students and faculty that would not otherwise be possible.

To the extent necessary, FIU, Miami-Dade County and GableStage are committed to working together to help identify and secure any additional funding required, such as from grants and sponsorships, for FIU to expand their programs at the Coconut Grove Playhouse.

The Financial Viability of Regional Theater and This Business Model

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for the County; these relationships have had a track record of success for decades (see Attachment E). The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these nonprofit organizations go far beyond what the term "monitor" usually means -- the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid

track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf.

It is important to emphasize that this Business Plan represents a very different operating model from the previous Playhouse approach where the non-profit operated as an independent entity. GableStage will manage the theater under an operating agreement with Miami-Dade County and as such, will become part of the checks and balances already have established by Miami-Dade County to ensure responsible management. In addition, FIU will establish educational and programmatic partnerships with GableStage that will further strengthen this theater company. FIU has a distinguished history of collaborating with community non-profit organizations and using its expertise in business management, marketing, community engagement, leadership training and research to help build the financial and operational capacity of its partners.

Preliminary Operational Forecast for Regional Theater

As noted in the section above, Miami-Dade County has allocated funding to hire a management consultant to work with GableStage to develop its organizational capacity and strength.

In the interest of demonstrating the financial feasibility of GableStage's management of the theater component, a preliminary operational forecast for a regional theater has been included in this Business Plan.

Regional Theater Preliminary Operational Forecast

Expense Category	Full Year Amount
Administration	\$ 764,000.00
Theater staff (including benefits & taxes)	\$ 764,000.00
Administrative Expenses	\$ 84,500.00
Travel, Meetings, Mileage	\$ 25,000.00
Membership & Dues	\$ 6,600.00
Licenses/Fees/Permits	\$ 4,000.00
Office Equipment -- Purchase	\$ 23,000.00
Misc. Program Supplies	\$ 10,000.00
Equipment Repair/Maintenance/Support	\$ 6,000.00
Professional Development/Recruitment	\$ 10,000.00
Programming	\$ 920,000.00
Artistic Personnel	\$ 750,000.00
Equipment Rental	\$ 25,000.00
Repair & Maintenance	\$ 30,000.00
Production Supplies	\$ 100,000.00

Coconut Grove Playhouse Business Plan
Page 14 of 16

Small Equipment	\$ 15,000.00
Usher Program Expense	\$ 10,000.00
Box Office	\$ 60,000.00
Computer Systems & Support (laptop printers, PC, gate)	\$ 30,000.00
Credit Card Fees	\$ 30,000.00
Institutional Marketing	\$ 174,000.00
Brochures, Publications, Website	\$ 50,000.00
Advertising	\$ 70,000.00
Photography & Recordings	\$ 14,000.00
Public Relations/Special Events	\$ 40,000.00
Sales Expenses	\$ 25,000.00
Concessions	\$ 25,000.00
Operating Expenses	\$ 330,000.00
Utilities	\$ 200,000.00
Insurance	\$ 80,000.00
Maintenance, security, elevator, ground keeping	\$ 50,000.00
Contingency	\$ 250,000.00
Total Expenses	\$ 2,607,500.00

Revenue Category	Full Year Amount
Admissions	\$ 650,000.00
Subscriptions	\$ 325,000.00
Contracted Services	\$ 150,000.00
Corporate Support	\$ 150,000.00
Foundation Support	\$ 300,000.00
Private/Individual Support	\$ 400,000.00
Miami-Dade County Grant	\$ 250,000.00
Other Government Grants	\$ 100,000.00
Special Events	\$ 150,000.00
Other Revenue	\$ 132,500.00
Total Revenue	\$ 2,607,500.00

It should be noted that this preliminary budget relies on a conservative estimate of revenue that would be generated by parking on the site which is included in the "Other Revenue" line item. The amount of revenue from parking, and other income that may result from compatible development on the site will affect the extent of programming that GableStages will be able to present.

It is important to emphasize that this is a preliminary "order of magnitude" estimate for the operating budget for the regional theater. A full operating pro forma will be developed by

GableStage with the assistance of a management consulting firm and in cooperation with the Miami-Dade Department of Cultural Affairs. This pro forma will continue to be updated throughout the planning, design and construction of the theater, initially as a 5-year operating forecast and subsequently as a detailed operating budget for the first year of operations of the theater.

Operation of Parking, Site Maintenance and Compatible Development

Miami-Dade County and FIU through the development and management agreement, would determine the best approach to manage the parking, perform maintenance of the site and pursue options for additional, compatible development on the property.

The options for parking operations and site maintenance include:

- Operating the parking and performing the maintenance itself (e.g., Miami-Dade County currently operates a number of parking sites and maintains County property);
- Including parking operations and site maintenance in the operating agreement as a responsibility of GableStage;
- Contracting with the Miami Parking Authority given their experience with the site and their other Coconut Grove parking operations; or
- Competitively selecting a parking operator and/or a maintenance provider.

This decision would depend on the approach that generates the most revenue both for the upkeep of the site (e.g., landscaping and groundskeeping, fence repairs, lighting, etc.) and for operational and programming funding support for GableStage, subject to availability of parking and other income that may result from compatible development on the site revenues.

It is known that prior to 2006, the Miami Offstreet Parking Authority managed the site's parking and was able to pay the Coconut Grove Playhouse \$15,000 per month after expenses. When the site master plan is completed and the amount of parking is determined, an updated forecast of parking expenses and revenues will be calculated. This will take into account the need to ensure adequate and affordable parking on the Coconut Grove Playhouse site for GableStage personnel and for audiences attending activities presented by GableStage.

Miami-Dade County and FIU may pursue the potential of additional, compatible development on the property with the objective of generating additional revenues principally dedicated to ensure the viability and success of GableStage's and FIU's cultural and educational programs. This development may address the need for additional parking and complementary site amenities (e.g., retail, restaurants, etc.). The following process would be used to ensure consensus and requisite approvals regarding the scope and character of these elements:

- A masterplan for the Playhouse property would be developed that addressed both the theater and surface parking as well as the potential of future compatible development;
- A public process would be used to assess community needs and benefits;
- Proposed development is subject to required municipal reviews, including the City of Miami Historic and Environmental Preservation Board, to ensure that the scale, features and ambience are consistent with the nature of this site and neighborhood;
- The business model associated with engaging such development would be driven by the need to generate sufficient revenue necessary for the viability and success of GableStage's and FIU's cultural and educational programs and sufficient to cover any site-related expenses for which Miami-Dade County, FIU and/or GableStage may be responsible; and
- In the case that there may be revenue in excess of that necessary to accomplish the development and address these public purposes, the State would receive an equitable share of the available proceeds.

It is important that the need for this additional, compatible development is understood. The steps outlined above would serve as the process for pursuing this option. All parties - the State, FIU and Miami-Dade County - would stay in close communication regarding the evolution of any specific project. In addition, key stakeholders, including GableStage and the City of Miami, would be integrally involved. It is understood that the more detailed development plans that may be developed through this process would be subject to the review and approval by the State pursuant to the terms of the lease.

Attachment A – Florida International University College of Architecture + The Arts (CARTA) –
Vision and Mission

Florida International University College of Architecture + The Arts (CARTA)
Vision and Mission

Vision

To inspire creative energy by engaging the South Florida community in the process of creating, producing, presenting, promoting, appreciating, and exploring the visual and performing arts

Mission

Public Engagement

Meetings, conferences, lectures, and symposia

Public Performances

Plays, concerts, and operas by FIU undergraduate and graduate students as well as visiting artists in theatre, music, and dance. Potential emphasis on children's theatre, Shakespeare, Spanish language theatre, Creole language theatre, new playwrights, etc.

Public Visual Art Exhibitions

Visual art exhibitions by FIU undergraduate and graduate students

Visual art exhibitions by Coconut Grove Arts Festival

Graduate Visual Art and Theatre Design Studios

FIU graduate art students' and FIU graduate theatre design students' work in studios

Post-Graduate Theatre Company

Post-graduate students from around world will form artists-in-residence theatre company

Post-Graduate Dance Company

Post-graduate students from around world will form artists-in-residence dance company

Master Classes

Master classes by visiting guest artists provide educational outreach to FIU students, Miami Dade County Public School students, students at private institutions, and the South Florida community

Service Courses

Non-credit courses in theatre appreciation, history of film, acting, playwriting, painting, drawing, photography, jewelry, digital art, vocal performance, music lessons, music appreciation, etc...

Attachment A -- Florida International University College of Architecture + The Arts (CARTA) --
Vision and Mission

Classical Radio Station

House a classical radio station (Existing station can relocate or start a new station).

Live Work Space

Affordable on-site housing for visiting professors, professionals, designers, artists, performers, lecturers, students, and scholars.

Attachment B - Building Program for 300-seat professional theater

Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
v1.0

DRAFT

Fisher Dachs Associates
Theatre Planning & Design

FDA

April 10, 2005
Revised 1/10/05

Cover - 1

FDA Flaherty Architects Associates Theatre Planning & Design
 Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

V7.2
 4/16/2012

Summary of Net Square Footage Allocations

Program Element	Total Net	% Net	WCS	Unlabeled	Stairs	Showers
Programmed Areas						
A Large Hall	11,290	69%	13	2	24	3
G Public Spaces	4,355	20%	0	1	29	0
D Administration & Building Services	2,075	5%	3	1	3	0
E Production Support	4,305	20%	0	0	3	0
Total Net Square Foot	22,025	100%	26	4	43	3
Estimated Non-Programmed Areas						
G Net Area	22,025	100%				
H Walls & Structure	2,812	12%				
J BGR Circulation	5,512	24%				
J Mechanical & Electrical	3,259	15%				
K Inaccessible Areas	1,528	7%				
Estimated Total GSF	35,136	158%				

Breakdown By Component

Component	Total Net	% Net	WCS	Unlabeled	Stairs	Showers
A Large Hall						
100 Performance Spaces	7,065	62%				
200 Backstage and Support Spaces	4,305	38%				
Sub Total	11,370	100%	13	2	24	3
C Public Spaces						
100 Front-of-House and Public Spaces	3,495	100%				
Sub Total	3,495	100%	13	7	19	0
D Administration & Building Services						
300 Administration and Building Services	2,075	22%				
Sub Total	2,075	15%	3	1	3	0
E Production Support						
1000 Rehearsal Spaces	1,528	33%				
1000 Costume Shop	1,385	25%				
100 Prop Shop	300	7%				
1000 Scenery Shop	1,650	58%				
Sub Total	4,863	100%	0	0	0	0

35



Fisher Dicks Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
Miami, FL
Building Program

Attachment B - Building Program, for 300-seat professional theatre

V7.0
4/10/2008

Large Hall

Summary of Net Square Footage Allocations

Category	Total Nsf	
100 Performance Spaces	7,055	62%
200 Backstage and Support Spaces	4,335	38%
Total Net Square Feet	11,390	100%

Detailed Space List

Performance Spaces	Width	Depth	Height	Nsf	Comments
101 Auditorium				2,800	
102 Stagehouse				2,800	
103 Stage Apron	30'w	35'd	80'h	2,800 Nsf	SS' near prosc'
104 Orchestra Pit	35'w	34'd		195	
Overwing Area	35'w	5'd		175 nsf	
105 Trap Room	35'w	7'd		245 nsf	
106 Orch Pit	20'w	16'd		320	Beginns about 8' upstage due to pit depth
107 Countersink Pit				0	
108 Dressing Room	0'w	0'd		0	
109 Amplifier Rack Room				100	
110 Lighting Control Booth				80	
111 Sound Mix Location at Rear of Main Level				200	
112 House Sound Control Weapon Storage Room at Rear of Main Level				0	
113 VIP's / Director's Booth / Audio Description Room				0	
114 Greeting Room / Photographers Booth				0	
115 Projection Booth				0	
116 Followspot Booth				0	
Sub-Total				7,055	\$294

A - Large Hall - 1



Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

Attachment B - Building Program for 300-seat professional theatre

7/2/00
4/10/2008

Backstage and Support Spaces
Performer Accommodations

201 Dressing Rooms				1,850
03 (2) Star Dressing Room (R&S)	200	100	200	200
05 (1) Fair-person Principal Dressing Rm (R&S)	400	110	250	250
07 (2) Equity-person Principal Dressing Rm (R&S)	100	100	1,000	1,000
08 (6) 10-person Chorus Dressing Rm (R&S)	0	100	0	0
Total accommodations	22,000			
202 Off-stage Left and Right toilets (2 unisex @ 60)				120
203 Performer's Lounge				300
204 Vending Machine/Pay Phones/Coffee Alboys(s)				0
205 Call Board				0
206 Performer's Assembly Area	22 musicians			0
207 Performer's General Use Restrooms	0 seats for women			0
208 Backstage Elevator (5 x 8 cab, 2 stops)	0 seats for men			0
209 Wardrobe Maintenance Room				100
210 Wigs & Make-up Room				0
211 Laundry				100
212 Backstage Catering Pantry				0
213 Multi-Purpose / Rehearsal Room				0
214 House ID-SM Office				100
215 House Asset Production Office				100
216 Visiting Company Manager Office				0
217 Visiting Stage Mgmt & Design Office				0
218 Gray Lounge, Kettle, rest lockers, rest toilets, showers				250
219 Wardrobe Crew Lounge				0

A - Large Hall - Z



Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
Miami, FL
Building Program

Attachment B - Building Program for 300-seat professional theatre

V1.0
4/10/2003

Receiving & Storage				
220 Stage Dock Lobby	100			also serves offices, other theater
221 Stage Door Security Desk / Security Equipment	100			also serves offices, other theater
222 Stage loading dock for up to (2) - 53' trailers on 20' road trailers and one dumpster				
223 Stage receiving & assembly (20' high)		20W	154	20H
224 Tool Room, Rental Shop				exterior
225 Road Box Storage				300
226 Paint / Pyro Lock-up				100
227 Lighting Storage, rental, gel, templates				0
228 AV Shop & Storage				35
229 Piano Storage				150
230 Run Crew Supplies (tape, gobs, flashlights, radios, etc.)				100
231 General Storage (Risers, Softgoods in Hamper, Ladders, Air-Lifts, etc.)				two upstages, climate controlled
232 Dance Surface Storage				110
233 Instrument Storage				0
234 Stand and Chair Storage (for pit)				0
235 Freight Elevator (10 stops, 8 x 12 cab)				150
Sub Total			4325	38%
Total Net Square Footage			11,330	100%



Fisher Dicks Associates Theatre Planning & Design Coconut Grove Playhouse - 300-seat professional theatre

Miami, FL
Building Program

Attachment B - Building Program for 300-seat professional theatre

V1.0
4/30/2008

Public Spaces

Summary of Net Square Footage Allocations

Category	Total Nsf	100%
700 Front-of-House and Public Spaces	4,495	100%
Total Net Square Feet	4,495	100%

Detailed Space List

Front-of-House and Public Spaces	Width	Depth	Height	Comments
701 Box Office Sales Area: Sales Windows, 2 @ 50sf Coffee area, unisex restroom (1) Manager's Office Staff Work Area for 2 Computer Room / Copy Room Supplies, records storage	100 nsf 0 nsf 100 nsf 0 nsf 0 nsf 0 nsf		200	wall vault
702 Box Office Foyer Area			200	
703 Large Hall Public Circulation @ 7.0 nsf per seat Lobby Areas Total @ 3.0 nsf per seat Public Circulation @ 3.0 nsf per seat	500 nsf 1,200 nsf		2-100	
704 Large Hall Public Restrooms @ 1 box / 25 seats 2 individual unisex (trap assist restroom(s) 7 wc's for women 3 fets; 2 urinals; 1 wc's for men	120 nsf 350 nsf 140 nsf	12 fets	610	
705 Patron Services, Desk, (brochures, hearing systems, disabled assistance, info)			1st or lobby follow	
706 F.O.H. Equipment Storage (rain runners, etc)			50	
707 Proprietor Storage			30	
708 House Manager and Usher Coordinator's Office			150	
709 Volunteer Ushers (10) locker and break room			0	small half lockers
710 Public Elevators (2 - 5 x 7 cabs, 2 stops)			255	720 based on design

D - Public Spaces - 1

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Cocoanut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

47.0
 4/10/2008

Donor Accommodations & Special Events			
711 Patron's Lounge / Event Room	500	discuss	
Bar Area	0 NSF		
Lounge Area for 45 seated Patrons (for dinner)	845 NSF		
Furniture storage	125 NSF		
Restrooms			
1 Individual unisex handicap assist restroom (sf)	60 NSF		
Support - 2/3 Party - 1/3 Storage	9 NSF		
		the party serves all events in public spaces - confirm size with local caterer	
Concessions & Sales			
712 Service Bars (5 lin ft for each 200 patrons) fixed locations	10 linear ft	100	allocate proportionally
713 Bar & Concession Storage & Prep Rm(s)		100	define with food svc consultant determine as needed
714 Concession Managers Office		100	
715 Bartenders (2) locker room		10	
716 Sales Kiosk Storage / Storage		160	

Attachment B- Building Program for 300-seat professional theater

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

ver. 0
 6/10/2008

Exterior Requirements & Sitework	
717 Connections to Parking Garage	exterior
718 Drop-off & valet pick up plaza/Porte Cochere	exterior
719 Bus & School Bus Picking & Queuing	exterior
720 Signage & poster cases	exterior
721 Street scape features	exterior
722 Truck & van Parking @ Stage Door, Loading Docks, Food Service Dock, Trash area	exterior
723 Video/Audio remote truck parking (3 spots)	exterior
724 Dumpster pads/recycling bins	exterior
Sub Total	
Total Net Square Footage=	
	4,435 161%



Fisher Design Associates "Interior Planning & Design"
 Coconut Grove Playhouse - 300-seat Professional Theatre
 Miami, FL
 Building Program

Architectural - Building Program for 300-seat Professional Theatre

11.2
 4/24/85

Administration & Building Services

Summary of Net Square Footage Allocations

Category	Total Net	
800 Administration	1,700	82%
900 Building Services	375	18%
Total Net Square Feet	2,075	100%

Detailed Space List

Category	Comments
Administration	
801 Admin Offices (staff of 8 FTE)	
802 Sec / Reception	750
803 Kitchenette	200
804 Small Conference Room	0
805 Large Conference Room	225
806 AV Archive Library	0
807 PR / Advertising Storage	0
808 Work Room	80
809 Copy & Supply	0
810 File Room / Storage	50
811 Dead Storage	150
812 Computer Room	0
813 Rest Rooms	80
814 Janitors' Closet	150
Sub Total	1,700 82%

Building Services

901 Building Engineering Office	90
902 Maintenance and Operations Office	0
903 Janitorial supplies storage	100
904 Janitorial crew lockers	125
905 Janitors' Closets @ 15 nsf	80
Large Hall BOH	2 30 nsf
Studio Thr BOH	0 0 nsf
Public Areas	1 15 nsf
Admin	1 15 nsf
Sub Total	375 18%
Total Net Square Footage	2,075 100%

FDA Fisher Dachs Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

V1.0
 4/10/2008

Production Support

Summary of Net Square Footage Allocations

Category	Total Net	
1000 Rehearsal Spaces	1,520	33%
1100 Costume Shop	1,135	25%
1115 Prop Shop	300	7%
1300 Scenery Shop	1,850	39%
Total Net Square Feet	4,605	100%

Detailed Space List

Rehearsal Spaces	Width	Depth	Height	Comments
1001 Rehearsal Hall A	40'	50'	20'	1,400
1002 Stage Mgmt Office for A				0
1003 Rehearsal Storage for A				100
1004 Janitors' Closet				20
Sub Total				1,520 100%

Width Depth Height

Costume Shop	Width	Depth	Height	
1101 Costume Directors Office				120
1102 Costume Workroom Manager's Office				0
1103 Costume Design Office				0
1104 Show Setup Room				0
1105 Costume Workroom				500
1106 Firms Storage				0
1107 Fabric Storage				0
1108 Dye Shop				100
1109 Crafts Room				0
1110 Spray Booth				0
1111 Fitting Rooms				0
1112 Wig Shop				0
1113 Understudy & Actor's Storage				0
1114 Janitors' Closet				15
1115 Costume Storage				300
Sub Total				1,135 100%

F - Production Support - I

Attachment B - Building Program for 300-seat professional theater

FDA Fisher Backus Associates Theatre Planning & Design
Coconut Grove Playhouse - 300-seat professional theatre
 Miami, FL
 Building Program

1770
 4/19/2008

Program	Width	Depth	Height
1116 Hand Prop Storage	200'		seaside
1117 Secure Prop Storage	100'		seaside
Sub Total	300'		100%
Scenery Shop			
1301 Tins Office	150'		seaside
1302 Welding Area	0'		
1303 Wood Construction Area	200'		
1304 Paint Area	1,500'		
Sub Total	1,650'		100%
Total Net Square Footage	4,605'		100%



GABLESTAGE

History and Mission

Our mission is to provide South Florida with classical, contemporary, and original theatrical productions of artistic excellence. We fully embrace the challenges of working in this multi-cultural community, and continually seek to create innovative productions that entertain as well as provoke.

For fifteen seasons, GableStage has been at the cutting edge of theatre in South Florida, striving to present the most vital works of contemporary playwrights worldwide.

In addition to our main-stage productions, we present a robust series of Educational Programs to thousands of Miami-Dade County Public Schools every year, with both in-house and school tour productions. We also mount several free productions at off-site venues every year to provide theatre to underserved communities throughout Miami-Dade County.

Founded in 1979 as Florida Shakespeare Theatre, GableStage originally performed the plays of Shakespeare in repertory, using the outdoor Casino Gardens at Vizcaya. From 1987 to 1992, Florida Shakespeare Theatre was housed in the Minkera Playhouse in Coral Gables, until it was destroyed by Hurricane Andrew. But the theatre continued to produce at the Carousel Theatre in Coral Gables in 1993 and 1994. In 1999, the theatre moved to its current home, the historic Billmore Hotel, and became GableStage.

EDUCATIONAL PROGRAMMING

GableStage provides opportunities that address the critical needs of an arts integrated curriculum in the classroom. In a quantitative study, the College Entrance Examination Board found that from 2001 to 2005, students who were involved or exposed to theatrical and artistic experiences scored an average of 50% higher on the verbal and mathematics sections of the SAT (AATE, 2012). There is a great need for educational opportunities that foster an environment conducive to learning through the performing arts, and GableStage works strategically to implement such programs.

Our special morning performances are provided free of charge exclusively to underserved Miami-Dade County Public High School students. We coordinate with the Miami-Dade County Public Schools Division of Life Skills to arrange student attendance at these performances.

The approximate demographic breakdown of the students we serve is as follows: 40% Hispanic, 30% African-American, 25% White, and 5% Asian/Indian/Other. We serve male and female students with or without disabilities, between the ages of 13 and 20.

Marketing Strategies

GableStage pursues a multi-pronged marketing strategy, combining blanket advertising and coverage in local media--television, print and radio--with a well-developed and constantly growing contact list consisting of thousands of email and physical addresses. We were also among the first theatres in South Florida to begin to use social media, and continue to seek the most innovative ways to interact with our audiences.

Newspaper advertisements are routinely placed in the major South Florida newspapers: THE MIAMI HERALD, THE SUN SENTINEL, THE PALM BEACH POST and THE MIAMI NEW TIMES. We have also utilized online advertisements in the Internet editions of all of these outlets. As appropriate to the season/current production, advertisements are also placed in the SUNPOST, BNY MAGAZINE, CORAL GABLES GAZETTE, and EL NUEVO HERALD. Regular advertisements are also placed in South Florida magazines, such as AROUNDTOWN and the JEWISH JOURNAL. With regard to radio and television, the quality of the material presented at GableStage has been successful in attracting media coverage from Metro-Dade Television and WLRN Public Television. Most recently, we have participated in interviews on Channel 33 in South Florida and on HOT 105.1, one of South Florida's most popular minority radio stations. Public service announcements are provided by radio stations including a major sponsor, WLRN and by CLASSICAL SOUTH FLORIDA.

GableStage subscriber mailing lists are consistently increasing. These lists are used for email and hard copy bulk mailings. We send out direct mailings in South Florida of 17,000 postcards and 1,200 invitations per production. At the beginning of each season over 22,000 Season brochures are mailed to our local, regional and national subscribers. Our email contact list is over 10,000 strong, and we regularly add new contacts through our website, which also offers visitors the opportunity to become Season Ticket holders.

AWARDS AND ACCOLADES

GableStage has mounted a six-play season every year since our move to our current location in 1999, and consistently received excellent reviews, as well as winning the Carbonell Award for Best Play and Best Director seven times, and Best Musical Carbonell Award twice. Overall, we have received 187 Carbonell nominations and won 50. Our touring productions of classic plays have served over 1 million Miami-Dade County Public School students since our founding as Florida Shakespeare Theatre in 1979.



GABLESTAGE AT THE BALTIMORE

In our first fourteen seasons GABLESTAGE won
51 CARBONELL AWARDS including
7 BEST PLAY & 7 BEST DIRECTOR Awards
2 BEST MUSICAL Awards
2 BEST DIRECTOR of a MUSICAL Awards
and received
175 Carbonell Nominations

**2001-02
BLASTED**
by SARAH KANE

**2002-03
SPEED THE FLOW**
by DAVID MAMET

**2003-04
THE ADDING MACHINE**
Music by JOSHUA SCHMIDT
Lyrics by JASON LOEWEN
& JOSHUA SCHMIDT

**2004-05
THE LIEUTENANT
OF INISHMORE**
by MARTIN MCDONAGH

**2005-06
THE PILLOWMAN**
by MARTIN MCDONAGH

**2006-07
FROZEN**
by DRYONY LAVERY

**2007-08
THE GOAT**
by EDWARD ALBEE

**2008-09
A LESSON BEFORE DYING**
by ROMULUS LINNEY

**2009-10
James Joyce's THE DEAD**
Book by RICHARD NELSON
Music by SHAWN DAVEY
Lyrics conceived and adapted
by Richard Nelson & Shaun Davey

FIU / Coconut Grove Playhouse Questions and Answers

Question 1: Will the proposed operating agreements with GableStage and other operators for parking, groundskeeping, etc., require any real interest in property? If so, Chapter 18-2, F.A.C., requires competitive bidding and payment of market rent.

- The Business Plan proposes that these agreements be in the form of operating agreements and this takes into account the fact that the partners already are identified and that these relationships involve highly specialized functions. Miami-Dade County has informed us that they have operating agreements with a number of non-profit cultural organizations to manage and program property that the County owns and/or has developed and that while these agreements must be approved by their County Commission, they do not go through a competitive process given the specialized nature of the arrangements. Naturally, we will review all of this with our respective attorneys to be sure that we are following the correct process and/or pursuing allowable exceptions. It is essential for the success of the Business Plan that the relationships described in the Governance and Organizational Structure section can be achieved.

Question 2: Page 12 references an estimated \$132,500 in 'other revenue' of which parking fees are included. This is about 5% of the overall revenue; however, the Plan further states that the amount of parking revenue available will affect the extent of programming that GableStage will be able to present. Will the extent of programming depend on parking fees?

- The explanation in the Business Plan for this statement is on page 10 and is the bullet point that states:

"Any parking revenue available after the County's site expenses are covered is committed to helping support GableStage. Miami-Dade County has committed operational subsidies to its other non-profit cultural partners to ensure their success in operating and programming County facilities. Although the County cannot afford to allocate tax funds to another partner, these parking revenues, to the extent that they are available, can help GableStage achieve the mutually desired goals of financial viability, programming excellence, educational partnerships and public service."

This amount of money would constitute a single, major contribution to any non-profit cultural organization and as such help significantly with meeting their revenue goals. The County also points out that as projected, the amount of these parking revenues is lower than most of the subsidies it provides to its non-profit cultural partners; the parking revenues are projected conservatively and would help even more if the amount of the actual revenues is greater.

Question 3: Is a copy of the agreement with GableStage available for review?

- There is no contract yet. The agreements between GableStage and the County and FIU will be drafted once there is a reasonable assurance that the Business Plan will move ahead and there will be a building that the County will have GableStage manage and program. GableStage has reviewed the draft Business Plan and is in agreement with

the business plan that it contains and that will serve as a basis for the agreements (please see pages 5-7 of the Business Plan). FIU will be involved in reviewing the agreement between the County and GableStage in order to ensure that those elements affecting programmatic partnerships between FIU and GableStage are accurately incorporated. Please note that ultimately, the County Commission must approve their operating agreement.

Question 4. GableStage currently has a 6-play season at their current location. How many productions per year are anticipated?

- GableStage will continue to produce a 6-play annual season. Activities presented by FIU and joint FIU-GableStage presented events will be coordinated with the schedule for GableStage's season. It is important to note that this season (with its rehearsals, previews and outreach elements) will be complemented by other important activities presented by GableStage, including play readings, educational performances for students, productions by other small theater companies designed to mentor their work, etc. GableStage produces this array of activities year-round and will continue to do so at the Playhouse.

Question 5. Will any FIU production have to involve GableStage or can they be separate productions?

- The relationship between FIU and GableStage will include both separately-produced FIU activities and collaborations between FIU and GableStage. It is anticipated that given the exciting benefits of the synergy between FIU and GableStage, there will be more of the latter.

Question 6. Will FIU students play an educational role in any production at the Playhouse?

- FIU envisions a strong educational role for students and faculty, including but not limited to performance, directing, set design, lighting, costuming, stage management, arts management, and/or marketing/public relations. It is anticipated that students could understudy and/or intern with GableStage gaining the experience of working in a professional regional theater company.

The Business Plan explicitly emphasizes this meaningful role on page 3 - "FIU will have a partnership with Miami-Dade County and GableStage, one of the region's preeminent non-profit theater companies and the designated operator of the regional theater facility, and can establish programs to enhance the work of FIU's College of Architecture + The Arts (CARTA) and specifically, its Theater Department, for teaching and learning, research, and performance activities (e.g., student internships; workshops with practicing theater professionals; university-sponsored performances; opportunities for theater and arts faculty to develop professional credentials through acting, directing, set and costume design, production and technical aspects of lighting and sound, etc. - and

on page 6. "FIU will have certain defined benefits with GableStage that take into account the goals of the Business Plan for FIU's students, faculty and the community. These benefits will be agreed upon in writing between FIU and GableStage before the County's execution of an operating agreement with GableStage, which agreement shall reference and/or incorporate the benefits. While not exhaustive in scope, anticipated benefits may include joint marketing, signage and promotion; GableStage and FIU faculty and staff affiliations; workshops and master classes; use of the facilities; and other benefits necessary to advance FIU, Miami-Dade County, and the Coconut Grove Playhouse."

Question 7. Will there be any classroom work on-site?

- FIU will develop credit and non-credit programs for the site focusing on theatre, dance, musical theatre and music. As mentioned in the Business Plan, there are models nationally that successfully link coursework of universities with the activities of a professional regional theater.

Question 8. Non-credit courses are visualized, but will credit courses also be offered?

- FIU can offer a wide range of credit courses from non-major introductory courses in theatre appreciation, modern dance, introduction to acting, etc. to coursework within the majors, including undergraduate theatre, undergraduate and graduate music and masterclasses with the theater professionals working at GableStage.

Question 9. "Live-Work Space" is visualized, but no such area is shown on the Fisher Daclis Associates building program (Attachment B to the Business Plan).

- The Fisher Daclis Associates building program is a preliminary one done to demonstrate the basic elements of a professional regional theater. The actual design work for the project would begin anew with a programming phase that would include the essential elements for a regional theater (front-of-house, audience chamber, stage, back-of-house) and other ancillary components such as parking, etc. It is anticipated that the possibility of artists' live-work space would be explored and there have been preliminary suggestions that space for this function as well as for offices and classrooms might be redeveloped in the existing Playhouse structure that fronts Charles and Main streets (these spaces had been used for these purposes in the past). These design opportunities will be explored thoroughly once an architectural team is chosen competitively and they will be prioritized and measured against the available budget. This is envisioned as a collaborative process among FIU, Miami-Dade County and GableStage.

Question 10. While the plan anticipates many activities that could occur at the Playhouse, definite activities at present are the plays by GableStage and symposiums by a keynote speaker for the student body. Can you provide more specifics regarding educational

opportunities planned for the Playhouse because education is a key component of the lease?

- The answers to some of the questions above should provide you with a better feel for just how intensive and educationally integrated the activities at the Playhouse will be. In addition to the ongoing coursework, internships and other uses by FIU students and faculty described in these earlier answers, FIU's Department of Theatre Independently will produce one major production (2-week run) each year and the School of Music will present one performance at the Playhouse per semester. The concept is that student classes and internships will be the ongoing educational function on the Playhouse campus and these performances will be the higher visibility events spotlighting FIU's programs for the public.

Question 11. Is the role of the Playhouse to be a source of revenue for the university, or will the Playhouse focus as an educational facility where students participate in activities to earn college credits, with theatrical productions by GableStage as a secondary activity?

- It is important to emphasize that a professional regional theater company (i.e., GableStage) intensively utilizes a theater for productions, rehearsals, educational programming, etc., thereby providing FIU with unique educational opportunities. The partnership between FIU and GableStage is the integrated model described in the earlier answers where students and faculty take advantage of these unique opportunities for learning and professional experience that are offered by affiliation with a regional theater. While the emphasis is on these extraordinary educational benefits, FIU also will pursue the real-world revenue-generating opportunities that are inherent in a high-profile partnership like this one (and this, in and of itself, can be of educational benefit, teaching students the business aspects of theater and music).

Additional key points provided by FIU

- FIU's proposal is designed to create a \$20 million state-of-the-art theater facility on property to be owned by FIU, through a State lease and at no cost to FIU. FIU and its partners, Miami-Dade County and GableStage, have well-documented and long histories in the following areas:

- FIU has a strong commitment to the arts through its academic programs and through its activities occurring at the Frost Art Museum, the Wertheim Center for the Performing Arts and at off-campus venues throughout the County.

- The County has extensive experience in the design, construction and management of large-scale performing arts facilities and in working with non-profit arts organizations to assure programmatic and financial success.

- GableStage has a twenty year history as the preeminent theater in Miami-Dade County, has successfully maintained relationships with local schools and colleges and already provides educational programming for more than 10,000 students annually, and each year, presents a program of the highest quality theater performances for the community.

GableStage's theater season is original and unique each year. GableStage already utilizes local students and professionals in its productions together with playwrights, directors and actors with international recognition. With the proposed relationship, FIU, Miami-Dade County and GableStage will work together to create the maximum benefits for the university and for the community at large.

All three partners are convinced that the creative and collaborative process we have embarked upon is such that the opportunities for educational activities and collaborations are unlimited. To the extent that more structured specifics are not in place is to be expected at this very early stage in the process. However, FIU is equally convinced that as it develops more definition, the collaborative opportunities will grow and evolve in number and in depth. At its core, the Business Plan represents far more than a commitment to a certain number of student opportunities or a certain number of days of a particular activity annually. FIU, GableStage and the County are making a commitment to a collaborative process designed to create opportunities for the FIU theater, music and arts programs in every aspect of the use and operation of a magnificent theater that is being constructed with County funds and operated by GableStage and its commitment to meeting operational costs.

Attachment E - Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami-Dade County has a number of operating agreements with non-profit arts groups to manage property for County; these relationships have had a track record of success for decades. The County requires these non-profit organizations to go through an annual budget review process (identical to the process that a County department is subject to) and to submit annual reports (which include a financial audit), all with the objective of demonstrating that the public is being served programmatically and that the non-profit organizations are maintaining a satisfactory level of operational and fiscal responsibility. GableStage will be required to adhere to this same review and monitoring regimen.

The County's Department of Cultural Affairs has the lead responsibility for this oversight and the County's Office of the Mayor and Office of Management and Budget are directly involved as well. Miami-Dade County's relationships with these non-profit organizations go far beyond what the term "monitor" usually means - the County is a de facto partner and helps with resolving issues in real time. As a result of these oversight practices, Miami-Dade County has a solid track record for fiscal, operational and programmatic success with the non-profit organizations that are managing properties on its behalf. It should be noted that new buildings currently are under construction for the Miami Art Museum and Miami Science Museum in downtown Miami's Museum Park. The operating agreements with the museums for their new sites provide for a fifty year term, with two renewable twenty-five year periods.

Below is a list of examples of these current Miami-Dade County partnerships with major cultural institutions.

HistoryMiami

Duration of Operating Agreement (to date): 41 years

FY 2012-2013 Operating Budget: \$3.06 million

FY 2012-2013 County Grant Support: \$1.46 million

Description of Non-profit Organization: HistoryMiami, formerly known as the Historical Association of Southern Florida, is the premier cultural institution committed to gathering, organizing, preserving and celebrating Miami's history as the unique crossroads of the Americas. The museum accomplishes this through exhibitions, city tours, education, research, collections and publications. HistoryMiami is located in the downtown Miami Cultural Center and is preparing for a major expansion into the adjoining building that formerly housed the Miami Art Museum.

Attachment E -- Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Miami Art Museum

Duration of Operating Agreement (to date): 26 years

FY 2012-2013 Operating Budget: \$11.72 million

FY 2012-2013 County Grant Support: \$1.53 million

Description of Non-profit Organization: The Miami Art Museum is dedicated to collecting and exhibiting international art of the 20th and 21st centuries with a special emphasis on art of the Americas. The museum's collection has grown steadily and now comprises more than 1,300 works across a range of media. A new Herzog & de Meuron-designed building for the museum is under construction in downtown Miami's Museum Park. The Pérez Art Museum Miami (PAMM) will open to the public in December 2013. The new Pérez Art Museum Miami will strengthen the museum's role as a vital cultural and educational center and provide generous spaces to showcase the museum's art holdings and attract more top caliber exhibitions.

Miami Science Museum

Duration of Operating Agreement (to date): 53 years

FY 2012-2013 Operating Budget: \$8.68 million

FY 2012-2013 County Grant Support: \$1.00 million

Description of Non-profit Organization: The Miami Science Museum inspires people of all ages and cultures to enjoy science and technology. During the last decade, the museum has grown to 4,000 member families, over 250,000 annual visitors, one of the largest summer science camps in the nation (ages 5 to 14) and countless additional exhibits, collections and activities. A state-of-the-art new Patricia and Phillip Frost Museum of Science is now under construction in downtown Miami's Museum Park and scheduled to open in early 2016. Structured around a lushly landscaped indoor and outdoor "living core" of terrestrial and aquatic exhibits, featuring one-of-a-kind aquarium components, a state-of-the-art digital dome, hands-on exhibits and interactive digital technology, MiaSci will offer one of the world's most exciting museum experiences. Every aspect of the three-story, 250,000-square-foot MiaSci building is designed to inspire the mind, engage the senses and stimulate the imagination. It will also be a unique educational resource for people of all ages, cultures, and economic backgrounds.

Attachment E - Miami-Dade County Operating Agreements with Non-Profit Cultural Organizations

Performing Arts Center Trust (Adrienne Arsht Center for the Performing Arts)

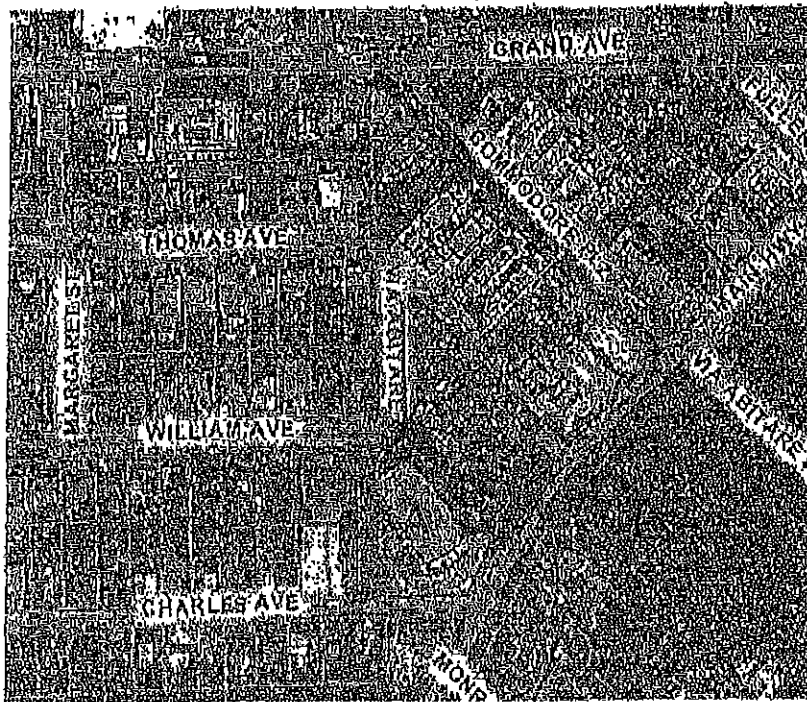
Duration of Operating Agreement (to date): 17 years:

FY 2012-2013 Operating Budget: \$34.68 million

FY 2012-2013 County Grant Support: \$8.98 million

Description of Non-profit Organization: Situated at the cultural crossroads of the Americas and in the heart of one of the world's fastest-growing urban centers, the Adrienne Arsht Center for the Performing Arts of Miami-Dade County is one of the largest performing arts centers in the nation. Strategically located in downtown Miami, the Arsht Center occupies 570,000 square feet along historic Biscayne Boulevard between N.E. 13th and 14th Streets. The Arsht Center was designed by world-renowned architect Cesar Pelli of Pelli, Clarke Pelli and includes the 2,400-seat Ziff Ballet Opera House, the 2,200-seat John S. and James L. Knight Concert Hall and the Carnival Studio Theater, a flexible black-box space designed for up to 300 seats. As a focal point of Greater Miami-Dade's diverse cultural life, the Arsht Center enlightens, educates and entertains audiences with a year-round schedule of performing arts events.

Exhibit F- Coconut Grove Playhouse Property Location Map and Information



	Folio	Building Square Footage	Lot Size
Property A	01-4121-045-0140	50,470 sq. ft.	100,188 sq. ft. (2.3 acres)
Property B	01-4121-056-0030	5,023 sq. ft.	6,840 sq. ft.
Total		55,493 sq. ft.	107,028 sq. ft. (2.45 acres)

The entire site has been designated historic by the City of Miami Historic and Environmental Preservation Board.

"EXHIBIT B"
RESOLUTION NO. 15-03

EXHIBIT B

RESOLUTION NO. 15-03

A RESOLUTION OF THE DEPARTMENT OF OFF-STREET PARKING BOARD OF DIRECTORS APPROVING THE SALE OF THE OAK AVENUE GARAGE LOCATED AT 2848 OAK AVENUE, MIAMI, COCONUT GROVE, FLORIDA ("OAK AVENUE GARAGE") FOR THE PURCHASE PRICE OF \$16,000,00.00; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Department of Off-Street Parking d/b/a Miami Parking Authority ("MPA") owns certain real property at 2848 Oak Avenue, Miami, Florida; and

WHEREAS, it is appropriate for the comfort, convenience, welfare and in the best interest of the citizens and residents of the City of Miami to sell the above mentioned property; and

WHEREAS, it is deemed desirable and in the best interests of the Department of Off-Street Parking to utilize the proceeds from the sale of the aforementioned property for purposes of parking projects that will benefit the City of Miami, specifically Coconut Grove pursuant to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Department of Off-Street Parking Board of Directors, as follows:

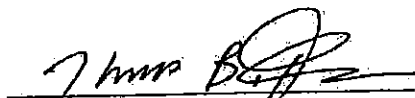
The Director of MPA is authorized to sell the Oak Avenue Garage for \$16,000,000.00.

The Director of MPA is instructed to utilize the net proceeds from the sale of the Oak Avenue Garage for parking projects within the City of Miami, solely for Coconut Grove as follows:

1. Coconut Grove Playhouse Project;
2. Grove Bay Parking Plaza;
3. Coconut Grove Business Improvement District Infrastructure Improvements; and
4. Regatta Park Phase II - Visitor Parking Lot.

ADOPTED and APPROVED by the Department of Off-Street Parking this 4th day of November, 2015.


Dorian Barrera
Executive Secretary


Thomas B. Jelke, Chairperson

SEAL

"EXHIBIT C"

COCONUT GROVE BID BOARD OF DIRECTORS MEETING

EXHIBIT C



Coconut Grove BID Board of Directors Meeting

Mayfair Hotel, Alexander Conference Room

Monday, June 22, 2015

9:40 a.m. – 10:56 a.m.

3000 Florida Avenue, Coconut Grove, FL 33133

** Meeting Minutes are not verbatim

Board Members in Attendance:

Commissioner Marc D. Sarnoff, Chairman BID Board
Art Noriega, Finance Committee Chair
Robert Masrieh, Finance Committee
Catherine Hernandez, Finance Committee
Scott Silver, Capital Committee Chair, ex officio
Donna DeMichael, Marketing Committee
Sue McConnell, Capital Committee
Joe Harrison, Operations Committee Chair, ex officio
Maria Viera, Coconut Grove BID
Monty Trainer, Marketing Committee
H.H. Bredemeier, Marketing Committee Chair
Margaret Nee, Marketing Committee
Brittany Castro, Marketing Committee
Chris Cobb, Capital Committee
William Rivas, Finance Committee

Members Absent:

Susan Cropley, Marketing Committee
Lalo Durazo, Executive Committee
Ray Fort, Capital Committee
Sylvano Bignon, Coconut Grove BID
Eric A. Gonzalez, Finance Committee
Valerie Davis-Bailey, Operations Committee
Thomas Langone, Coconut Grove BID
Daniel Rutan, Executive Committee

Others in Attendance:

Manny Gonzalez, Coconut Grove BID
Pedro Alberni, Coconut Grove BID
Kristine Perez, Coconut Grove BID
Natalia Grozina, Coconut BID
Alex Lamprou, City of Miami Police Department
Tony Rodriguez, Prestige Realty Properties
Ron Nelson, City of Miami District II

- Commissioner Marc D. Sarnoff BID Board Chair called the meeting to order at 9:40 a.m.

UPDATE ON CONSOLIDATED FINANCIAL STATEMENT AS OF APRIL 30, 2015:

- Manny Gonzalez provided the BID Board of Director's an update on the consolidated statement of activities as of April 30, 2015.
- (April 30, 2015 Financial Statements on File)

OAK AVENUE GARAGE & BID ENCUMBRANCE:

- As per Manny Gonzalez both the Executive & Finance Committees approved the proposed *Oak Avenue Garage & BID Encumbrance* resolution at their respective meetings on May 25th & June 15th, 2015.
- Reference resolution #2

REGATTA PARK:

- As per Manny Gonzalez both the Executive & Finance Committee approved the *Regatta Park* resolution prior to presentation at the Board of Director's meeting on June 22, 2015.
- Reference resolution #3

BOARD OF DIRECTOR'S FY'16 ELECTION PROCESS:

- The Coconut Grove Business Improvement District is scheduled to release a nomination form to property owners within the District interested in submitting their name or tenant, for consideration to join the Coconut Grove BID's Board of Director's beginning October 1, 2015 and ending on September 30, 2018.
- Coconut Grove BID Board members scheduled to have their terms expire on September 30th, 2015 are as follows: Sylvano Bignon, H.H. Bredemeier, Lalo Durazo, Robert Masrieh and Donna Demichael.

Meeting Motion Summary:

RESOLUTION #1: APRIL 22, 2015 BOARD OF DIRECTOR'S MEETING MINUTES:

- Upon a properly made and seconded motion it was unanimously resolved to approve the April 22, 2015 Coconut Grove Business Improvement District Board of Director meeting minutes.

Motion passed unanimously

RESOLUTION #2: OAK AVENUE GARAGE & BID ENCUMBRANCE:

A RESOLUTION OF THE COCONUT GROVE BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS ("BID") ALLOCATING AND OTHERWISE ENCUMBERING SIX MILLION DOLLARS (\$6,000,000) FOR PROJECTS OF PARAMOUNT IMPORTANCE TO THE BID AREA.

..Body

WHEREAS, subject to the sale of the Oak Avenue Garage located at 2848 Oak Avenue, Miami,

Florida (the "Garage"), the BID, as successor in interest to the Coconut Grove Business Improvement Committee, will receive its initial two million three hundred sixty thousand dollar (\$2,360,000.00) contribution originally granted to the Miami Parking Authority (the "MPA") for the construction of the Garage out of the proceeds of the sale; and

WHEREAS, in light of the additional money to be received by the BID from the MPA, the BID wishes to allocate and encumber certain funds to implement large-scale, transformative projects that will benefit the BID area;

WHEREAS, the BID wishes to ensure that it has adequate funding to pursue these projects of paramount importance;

NOW, THEREFORE, BE IT BE IT RESOLVED BY THE COCONUT GROVE BUSINESS IMPROVEMENT DISTRICT FINANCE COMMITTEE:

Section 1. The recitals and findings found in the preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The Board of Directors of the Coconut Grove Business Improvement District hereby allocates and encumbers six million dollars (\$6,000,000) for the following projects in the following amounts:

- Enhancement and refurbishment of the Coconut Grove Playhouse parking: Three million dollars (\$3,000,000).
- Sidewalk, electrical, lighting and path improvements along Main Highway from McFarlane Road to Franklin Ave: One million five hundred thousand dollars (\$1,500,000).
- Burial of FPL utility lines along Grand Avenue & McFarlane Road: (One million two hundred thousand dollars (\$1,200,000).
- Coconut Grove Trolley/Circulator Improvements: Three hundred thousand dollars (\$300,000).

Section 3. This Resolution shall become effective immediately.

Motion Passed Unanimously

RESOLUTION #3: REGATTA PARK:

A RESOLUTION OF THE COCONUT GROVE BUSINESS IMPROVEMENT DISTRICT FINANCE COMMITTEE ("BID") INSTRUCT THE EXECUTIVE DIRECTOR OF THE ("BID") TO NEGOTIATE THE TERMS OF AN INTERLOCAL FUNDING PARTNERSHIP AGREEMENT WITH THE MIAMI PARKING AUTHORITY ("MPA") FOR PARKING ENHANCEMENTS OF REGATTA PARK (THE "PARK")

..Body

WHEREAS, the City of Miami ("City") embarked on a large-scale capital project to replace dormant surface parking lots and the defunct, derelict Coconut Grove Expo Center with a world-class waterfront park; and

WHEREAS, though outside, and immediately abutting the BID's territorial boundaries, the success of the park will benefit the BID's businesses by increasing foot traffic to the BID-area with park visitors spending money in BID-area businesses; and

WHEREAS, the potential economic benefits realized by the completion of the park necessitate it be deemed a priority project by the BID as its success will realize the BID's mission of stabilizing and improving the BID area;

NOW, THEREFORE, BE IT BE IT RESOLVED BY THE COCONUT GROVE BUSINESS IMPROVEMENT DISTRICT BOARD OF DIRECTORS:

Section 1. The recitals and findings found in the preamble to this Resolution are adopted by reference and incorporated as fully set forth in this Section.

Section 2. The Board of Directors of the Coconut Grove Business Improvement District deem Regatta Park to be a priority project whose success as a world-class waterfront park will greatly benefit the merchants, restaurants, and other businesses within the BID area consistent with the BID's mission to stabilize and improve the business district.

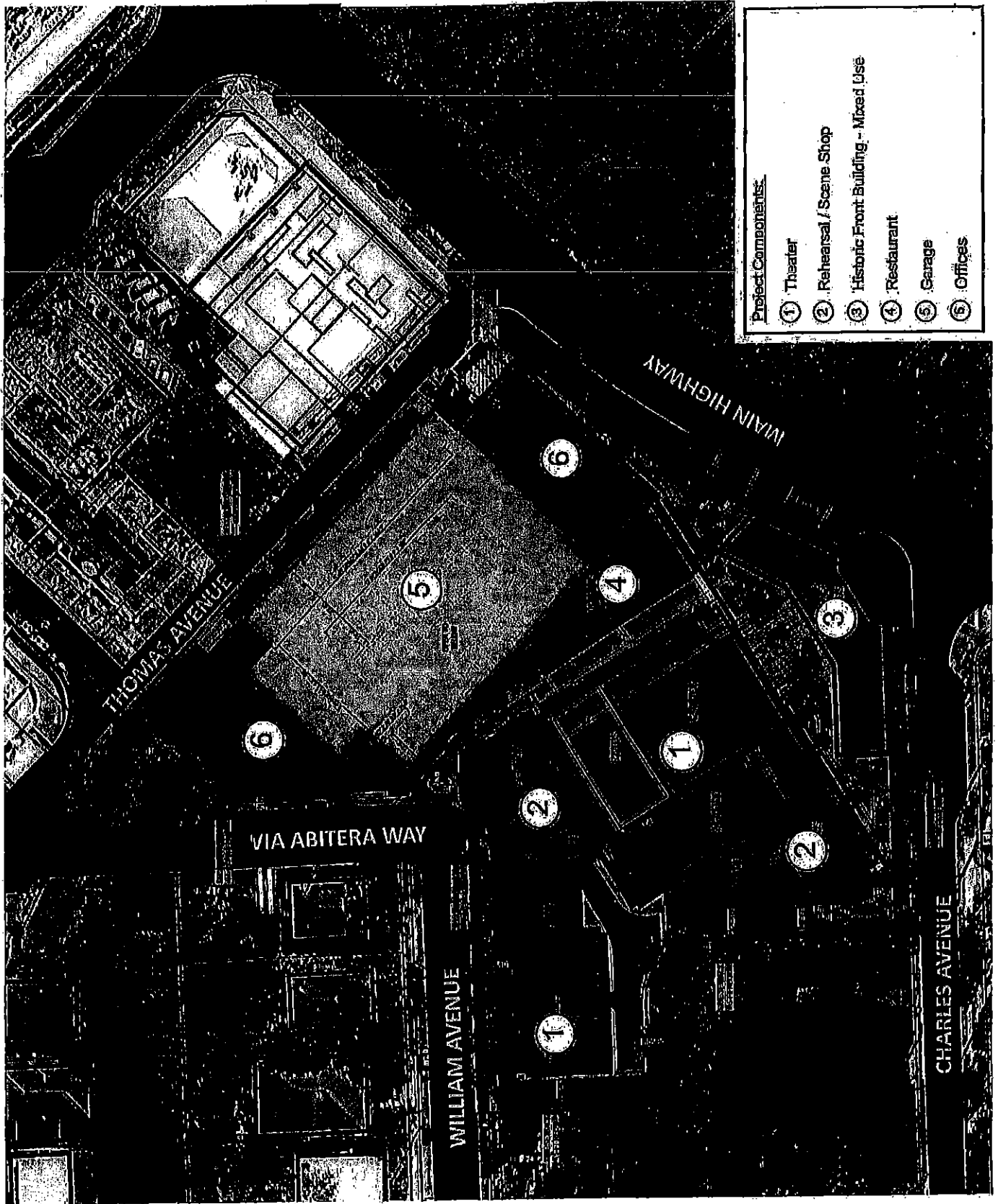
Section 3. This Resolution shall become effective immediately.

Motion passed unanimously

Meeting adjourned at 10:56 a.m.

EXHIBIT "D"
PROJECT COMPONENTS

EXHIBIT D





MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: October 2, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
10-2-18

RESOLUTION NO. _____

RESOLUTION RATIFYING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE COUNTY CODE, THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE MIAMI PARKING AUTHORITY, AN INSTRUMENTALITY OF THE CITY OF MIAMI, FOR THE DEVELOPMENT OF A GARAGE AND RELATED COMPONENTS AT THE SITE OF THE COCONUT GROVE PLAYHOUSE

WHEREAS, Sections 2-9 and 2-10 of the Miami-Dade County Code (the "Code") permit the County Mayor's or County Mayor's designee to enter into contracts on behalf of the County with other governmental units for joint performance of a governmental function; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor's or County Mayor's designee's actions of executing a Memorandum of Understanding with the Miami Parking Authority, an instrumentality of the City of Miami, in substantially the form attached to the accompanying memorandum and made a part hereof, for the development of a garage and related components at the site of the Coconut Grove Playhouse.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

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

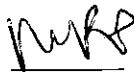
The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Monica Rizo Perez