

# Memorandum



**Date:** December 17, 2019

Supplement to  
Agenda Item No. 8(F)1

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Supplement to Recommendation for Approval to Award Contract No. RFP-00953,  
Design, Build, Finance, Operate, and Maintain Civil and Probate Courthouse

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This supplement provides additional information to the Board regarding the County's application to the Federal Transit Administration (FTA) for the new civil courthouse project. FTA approval was received by the County on December 12, 2019. A copy of the FTA concurrence letter is attached to this supplement as Attachment 1. In the course of its review, the FTA requested that the interdepartmental agreement between the Department of Transportation and Public Works (DTPW) and the Internal Services Department be revised to clarify DTPW's continued ownership of the project site. The County has revised page 1 of the interdepartmental agreement accordingly and the amended interdepartmental agreement is attached to this supplement as Attachment 2.

## Attachments

Edward Marquez  
Deputy Mayor

ATTACHMENT 1



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IV  
Alabama, Florida, Georgia,  
Kentucky, Mississippi,  
North Carolina, Puerto  
Rico, South Carolina,  
Tennessee, Virgin Islands

230 Peachtree St., N.W.,  
Suite 1400  
Atlanta, GA 30303  
404-865-5600  
404-865-5605 (fax)

December 12, 2019

Ms. Alice Bravo, PE  
Director  
Miami-Dade County Dept. of Transportation and Public Works  
(DTPW)  
701 N.W. 1<sup>st</sup> Court, Suite 1700  
Miami, FL 33136

Re: Joint Development-New County Courthouse

Dear Ms. Bravo:

The Federal Transit Administration (FTA) received your Joint Development Request on October 25, 2019, in which you ask for FTA's approval for a Joint Development proposal with Miami-Dade County Internal Services Department (ISD), and Plenary Justice Miami, LLC (the Developer) for a new Miami-Dade County Courthouse at 20 NW First Avenue, Miami, FL. The land is approximately 25,000 square feet (0.57 acres) located east of, and immediately adjacent to the Metrorail guideway between West Flagler Street and NW First Street.

The FTA understands that:

1. The acquisition of the land was funded at 80% federal participation under Urban Mass Transportation Administration (UMTA) grant FL-03-0036. The original federal investment in the property was \$7,000,000.
2. The existing parcel has (12) ADA parking spaces. DTPW has proposed to relocate (7) spaces off street in a driveway to the station entrance, and (5) on street in front of the station on NW 1<sup>st</sup> Avenue.
3. Miami-Dade County is planning to enter into an agreement with a developer to design, build, finance, operate, and maintain a new 641,974 square foot Civil and Probate Courthouse for the Eleventh Judicial Circuit and the Miami-Dade County Clerk of Courts.
4. Miami-Dade County is funding the project and will pay DTPW rent for the right to construct the courthouse on the property.
5. Miami-Dade ISD shall pay to Miami DTPW rent in the amount of \$1,050,000 annually during the initial 34-year term of the agreement.
6. Provided that the agreement is not then in default, ISD has the right to renew the agreement for up to four (4) additional consecutive twenty (20) year renewal terms for a maximum duration of 114 years from the date of the agreement.
7. Prior to any renewal term, DTPW and ISD shall mutually agree upon a new annual rent to be applicable for the ensuing renewal term which shall be based upon the fair market rental value of the land established by the appraisal.
8. Miami-Dade County DTPW shall remain Owner of the property in perpetuity.

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Re: Joint Development-New County Courthouse

The FTA concurs with DTPW's request for approval of this joint development. DTPW is required to maintain satisfactory continuing control over the entire parcel and all improvements. All revenues resulting from this Joint Development shall be considered program income and shall be used towards eligible capital and operating expenses. If you have any questions, please contact Mr. Tyrone Pelt by email, at [tyrone.pelt@dot.gov](mailto:tyrone.pelt@dot.gov), or by phone at (404) 865-5479.

Sincerely,

A handwritten signature in cursive script that reads "Yvette G. Taylor".

Yvette G. Taylor, Ph.D.  
Regional Administrator

*Amended Interdepartmental Agreement  
of December 11, 2019*

**Amended Interdepartmental Agreement  
between  
Miami-Dade Department of Transportation and Public Works  
and  
The Miami-Dade Internal Services Department  
for  
Management of Construction and Operation of a County Courthouse on  
Transit Property**

This Interdepartmental Agreement (“Agreement”) is made and entered into this 11 day of DEC 2019 between Miami-Dade Department of Transportation and Public Works, located at 701 N.W. First Court, Miami, FL 33136, hereafter referred to as **DTPW**, and the Miami-Dade Internal Services Department located at 111 NW First Street, Miami, Florida 33128, hereafter referred to as **ISD** (collectively the “Parties”).

WHEREAS, the property upon which the new Miami-Dade County Civil and Probate Courthouse (“Courthouse”) is to be constructed and operated, as more fully described in Exhibit A (“Property”), was acquired by DTPW with partial funding in the amount of eighty percent (80%) under Urban Mass Transportation Administration (“UMTA”) Grant No. FL03-0036 as part of the land acquisition process for the Miami-Dade County Metrorail system; and

WHEREAS, Miami-Dade County (“County”) through ISD proposes to enter into an agreement with Plenary Justice Miami LLC (the “Developer”) to design, finance, construct, operate and maintain the Courthouse on the Property (“Courthouse Project Agreement”) attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the DTPW will retain ownership and control of the Property and the County will retain ownership and control of the Courthouse; and

WHEREAS, the County, through ISD, will retain the obligation and responsibility to manage the Courthouse Project Agreement between the County and Plenary Justice Miami LLC; and

WHEREAS, ISD agrees that at all times during the term of this Agreement, to use reasonable efforts to manage the Courthouse Project Agreement in a manner which enhances the ridership and usage of the Metrorail, Metromover and Metrobus systems (the “System”) and creates strong, continuous and unrestricted access links between the Property, the Courthouse and those systems; and

WHEREAS, the Federal Transit Administration (“FTA”) requires DTPW, as the recipient of the grant for the acquisition of the Property upon which the Courthouse will be constructed and operated, to comply with the FTA requirements regarding joint development; including, but not limited to, the requirement that DTPW retain continuing control of the Property acquired with federal funds and that the development of the Property will provide a fair share of revenue that will be used for DTPW transit services.

*Amended Interdepartmental Agreement  
of December 11, 2019*

NOW THEREFORE in consideration of the foregoing and mutual covenants expressed herein, ISD and DTPW agree as follows:

**1. Recitals**

The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

**2. Term of Agreement**

The initial term of this Agreement shall be for a period of thirty-four (34) years and shall commence, subject to the prior approval by the FTA, upon award of an agreement by the County to Plenary Justice Miami LLC for the design, financing, construction, operation and maintenance of the Courthouse. Provided that this Agreement is not then in default, ISD shall have the right to renew this Agreement for up to four (4) additional consecutive twenty (20) year renewal terms prior to the expiration of the then applicable term. Additionally, ISD shall have the right to terminate this Agreement upon one hundred-eighty (180) days prior written notice to DTPW, provided however, prior to any termination, the Courthouse shall be demolished and the property returned to substantially the condition that existed prior to the commencement of this Agreement.

**3. Definitions**

- a) Agreement shall mean this interdepartmental agreement and all agreements and exhibits incorporated therein.
- b) Courthouse shall mean the new Miami-Dade County Civil and Probate Courthouse to be constructed and operated on the Property.
- c) Developer shall mean Plenary Justice Miami LLC, the entity awarded the Courthouse Project Agreement by the County to finance, design, construct, operate and maintain the Courthouse.
- d) Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Property, the improvements and the activities conducted thereon or therein.
- e) Property shall mean the DTPW-owned property described in Exhibit A.

**4. Rent**

ISD shall pay to DTPW rent in the amount of one-million fifty thousand dollars (\$1,050,000) annually during the initial 34-year term of this Agreement. Prior to the expiration of the initial term and the expiration of any renewal term thereafter, DTPW shall perform an appraisal of the property which appraisal shall be subject to the use of the property as the site of a County courthouse. Prior to any renewal term, DTPW and ISD shall mutually agree upon a new annual rent to be applicable for the ensuing renewal term which shall be based upon 1) the fair market rental value of the land established by the appraisal and 2) consideration of the continued public use and benefit of the County courthouse on the site. The new rent shall be due to DTPW upon exercise of the applicable renewal term.

DTPW shall use the rent in support of the Strategic Miami Area Rapid Transit (SMART) Plan. The County shall incorporate any necessary budgetary adjustments in the current and future proposed budgets to reflect this arrangement. Rent for the first year of the Agreement shall be paid within 30 days of execution of the Project Agreement and on each anniversary thereafter without notice.

**5. Designation of Coordinators**

*Amended Interdepartmental Agreement  
of December 11, 2019*

ISD and DTPW shall each designate a coordinator to act as a liaison in administering this agreement. The coordinator may be changed by written notice to the other party.

**6. All Work Performed in Compliance with the Courthouse Project Agreement**

The Parties recognize and acknowledge that the manner in which the Property is developed, used and operated are matters of critical importance to DTPW and to the general welfare of the community. ISD will require the Developer to use reasonable efforts to develop the Property in a manner that is substantially consistent with this Agreement, which is intended to enhance the ridership and usage of the System.

Any work or activities performed on the Property shall be in compliance with the Courthouse Project Agreement and the terms and conditions contained therein. Any activities which may impact any transit facilities including but not limited to the Metrorail System, the Metromover System or the Metrobus System and access to those systems must be reviewed and approved by DTPW prior to the commencement of any such work or activities.

DTPW reserves the right, as determined by DTPW at its sole discretion and subject to change from time to time and at the sole cost of the Developer, to require employees or representatives to be present to monitor and coordinate any work or activities on the Property that may potentially impact any portion of the System, County or transit facilities, and/or County employees, transit patrons, or any other persons.

**7. Dangerous Liquids and Materials**

ISD shall not knowingly permit any entity to carry flammable or combustible liquids into or onto the Property at any time except as such substances are used in the ordinary course of business and shall prohibit the storage or manufacture of any flammable or combustible liquid or dangerous or explosive materials in or on the Property; provided that this restriction shall not apply to prevent (a) the entry and parking of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion, or (b) the use of normal cleaning and maintenance liquids and substances.

**8. Amendments to Agreement**

No material changes to the project as described and specifically set forth in the Courthouse Project Agreement may be undertaken without an amendment to this Agreement which shall be subject to approval by the FTA.

This Agreement and the agreements and exhibits incorporated herein, including but not limited to the Courthouse Project Agreement, contain the entire agreement of the Parties and there are no conditions or limitations to this undertaking except those stated herein. Any alterations, changes or modifications to this Agreement shall require the mutual consent of the Parties and shall be made in writing and signed by the authorized representatives of DTPW and ISD.

**9. Compliance with Laws, Statutes, Regulations and Ordinances.**

During the performance of this Agreement, the Parties agree to comply, and to require compliance by the Developer and all of its contractors and subcontractors through the Courthouse Project Agreement, with the following:

*Amended Interdepartmental Agreement  
of December 11, 2019*

- a) Non-discrimination - to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts, the source of income and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.
- b) The Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95.
- c) 49 CFR 26.7 binding parties not to discriminate based on race, color, national origin or sex;
- d) 49 CFR 27.7, 27.9(b) and 37 binding parties not to discriminate based on disability and binding same to compliance with the Americans with Disabilities Act with regards to any improvements constructed;
- e) Requirements contained in the Federal Transit Administration's Master Agreement, updated annually, particularly related to conflicts of interest, debarment and suspension;
- f) All regulations of the U.S. Department of Transportation; all applicable provisions of the Civil Rights Act of 1964;
- g) Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375; d
- h) Chapter 33C and Articles 3 and 4 of Chapter 11A of the Code of Miami-Dade County; and
- i) All applicable laws and ordinances, including applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9 and DTPW's Adjacent Construction Safety Manual or its replacement. It should be noted that the DTPW Adjacent Construction Safety Manual contains minimum requirements and DTPW may impose more stringent requirements as to construction on the Property if DTPW Owner reasonably determines that more stringent requirements are warranted to adequately protect the System, in whole or in part, and its operation, provided that DTPW shall (a) endeavor to impose such requirements at the earliest stage possible, and (b) cooperate and work in good faith with ISD and the Developer to mitigate any safety standards and requirements that would materially increase construction costs or materially delay construction through alternative practices and procedures to facilitate the construction on the Property without such increase in costs or delays in construction wherever reasonably possible, provided that such alternative practices and procedures shall not jeopardize the safety of the System, in whole or in part, or the users of the System or of any employees, agents, licensees and permittees of the County.

**10. Obligation for Enforcement**

Upon learning of the occurrence of actions violating any law, statute, regulation or ordinance, ISD shall take immediate corrective action, including the bringing of a suit in the court having jurisdiction, if necessary.

**11. Termination of Agreement**

This agreement may be terminated as provided in Section 2 above.

**12. Agreement Superior to All Other Agreements and Encumbrances**

This Agreement and amendments thereto, shall be prior and superior to all other agreements, including but not limited to, the Courthouse Project Agreement, any subcontracts and any financing agreements. Any inconsistency between this Agreement, the Courthouse Project

*Courthouse Interdepartmental Agreement*

Agreement, any subcontracts and/or any financing agreements shall be resolved in favor of this Agreement.

**13. Approvals and Notices**

Approvals and notices required under this Agreement shall be in writing directed to the parties at their respective addresses as follows:

**DTPW:**


Director  
Miami-Dade Department of Transportation and Public Works  
701 N.W. 1<sup>st</sup> Court, 17<sup>th</sup> Floor  
Miami, FL 33136

**ISD:**

Director  
Internal Services Department  
111 NW 1<sup>st</sup> Street, Suite 2100  
Miami, FL 33128

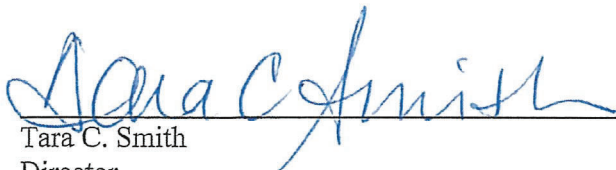
**IN WITNESS WHEREOF**, the Parties hereto have caused this Interdepartmental Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS**



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Alice N. Bravo, P.E.  
Director

**MIAMI-DADE INTERNAL SERVICES DEPARTMENT**



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Tara C. Smith  
Director