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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute, and exercise all provisions of, a non-binding Memorandum of Understanding with the School Board of Miami-Dade County regarding reciprocal joint ventures for the construction and operation of parking facilities to be used by the Adrienne Arsht Center for the Performing Arts of Miami-Dade County and use of downtown property for expansion of school facilities

Resolution No. R-527-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

Abigail Price-Williams
County Attorney

APW/lmp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(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. 14(A)(1)
6-7-16

RESOLUTION NO. R-527-16

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE, AND EXERCISE ALL PROVISIONS OF, A NON-BINDING MEMORANDUM OF UNDERSTANDING WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY REGARDING RECIPROCAL JOINT VENTURES FOR THE CONSTRUCTION AND OPERATION OF PARKING FACILITIES TO BE USED BY THE ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY AND USE OF DOWNTOWN PROPERTY FOR EXPANSION OF SCHOOL FACILITIES

WHEREAS, the Board of County Commissioners (Board) approved Resolution R-1171-15 on December 15, 2015 authorizing the County Mayor or the County Mayor's designee to pursue opportunities to develop a joint venture with property owners for the construction and operation of parking facilities to be used by Adrienne Arsht Center for the Performing Arts of Miami-Dade County (the "PAC"); and

WHEREAS, on May 11, 2016 the School Board of Miami-Dade County (the "School Board") approved the attached non-binding MOU with the County with the intention of continuing to collaborate with the County and the PAC on the possibility of reciprocal joint ventures with benefits including the construction and operation of parking facilities to be used by the PAC; and

WHEREAS, parking for patrons continues to be critically important to the continued success of the PAC, and to ensure a safe and convenient experience for attendees; and

WHEREAS, the School Board is preparing to issue a request for proposals for the sale and/or development of Parcel 7 (the 1-acre parcel at the southwest corner of NE 2 Avenue and

NE 14 Street across from the PAC owned by the School Board) in order to achieve certain deliverables outlined in the RFP for the School Board, the County and the PAC; and

WHEREAS, there is a joint venture opportunity for Miami-Dade County and the PAC to work with the School Board on Parcel 7 as a potential site for constructing and operating a parking facility to serve as a permanent solution to serve attendees to the PAC in return for the use of downtown County-owned property for future use by the School Board for the expansion of school facilities in furthering of student capacity amplification, the terms of which would be negotiated between the County and the School Board in one or more subsequent interlocal agreement(s), subject to the Board's review and approval,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, this Board authorizes the County Mayor or the County Mayor's designee to execute, and to exercise all provisions of, the non-binding MOU, in substantially the form attached hereto and made a part hereof, to help advance the development of a permanent parking solution for the attendees of the Adrienne Arsht Center for the Performing Arts of Miami-Dade County and the use of downtown property for expansion of school facilities.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of June, 2016. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

NON-BINDING
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
MIAMI-DADE COUNTY

1. **Parties**

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic, existing under the laws of the State of Florida (hereinafter "School Board," "District" or "M-DCPS") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("COUNTY"), collectively referred to as the "Parties," hereby agree to enter into this non-binding Memorandum of Understanding (hereafter "MOU").

2. **Purpose**

The purpose of this MOU is to evidence the Parties' intention to collaborate with respect to the County's use of parking spaces, as it relates to the possible development of a Board-owned parcel, located at 1370 N.E. Second Avenue, Miami, FL, Folio Nos. 01-3136-014-0010 & 01-3136-014-0020 (hereafter "Parcel 7"), in accordance with a Request for Proposal ("RFP") to be issued by the District for the sale and/or development of such Parcel 7, in exchange for the use of County property for M-DCPS student capacity amplification in the downtown Miami area as may be set forth in a subsequent interlocal agreement ("ILA"), relating to the foregoing, to be negotiated and entered into by and between the Parties.

3. **Terms of Action**

a. Prior to releasing the RFP for Parcel 7, M-DCPS and COUNTY will collaborate on the drafting of the RFP in order to define mutual principles for the work ahead. The MOU will go before the School Board and County Commission for consideration and approval. Notwithstanding the foregoing, the RFP may be issued thirty (30) days after the School Board's approval of this MOU.

b. M-DCPS will release an RFP to offer Parcel 7 for sale and/or development. The District's preferred option will be for the proposer to pay for the parcel and provide M-DCPS an option to purchase the deliverables (defined in the RFP as approximately 180,000 square feet of office space and 600 parking spaces for School Board Administration use, COUNTY use and public use ["Deliverables"]) for a stipulated price.

c. The potential revenue generated from operating the referenced parking will be an M-DCPS negotiation term with the selected proposer/developer and will also be referenced in the ILA with COUNTY.

d. Design, site orientation, and operational details will be one of M-DCPS negotiation terms with the selected proposer/developer and will also be referenced in the ILA with COUNTY.

e. COUNTY will have access to parking spaces on Parcel 7 (except for times negotiated for use by M-DCPS), in exchange for use of property for M-DCPS capacity amplification in the Greater Miami downtown area.

f. Property proposed by the County for the M-DCPS use must have a use compatible with M-DCPS' mission and meet statutory requirements for educational facilities.

g. M-DCPS and COUNTY will negotiate an ILA to be considered for approval by both the School Board and Board of County Commissioners upon M-DCPS successfully negotiating a contract with a selected proposer/developer for the sale and/or development of Parcel 7.

4. <u>Notice</u>

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and deemed to have been served and given if delivered by e-mail or in person to the address listed below for each Party. If mailed, said notice must be sent by certified mail, return receipt requested, and the effective date will be the date received. The address of the Parties for all purposes under this Agreement and for notice hereunder shall be as follows:

As to the School Board:

Alberto M. Carvalho
Superintendent of Schools
The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue, Room 912
Miami, FL 33132

With Copy to:

The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue, Room _____
Miami, FL 33132
Attn: Ms. Lisa Martinez, Chief Strategy Officer

With Copy to:

The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue, Room 923
Miami, FL 33132
Attn: Mr. Jaime Torrens, Chief Facilities Officer

With Copy to:

The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue #430
Miami, FL 33132
Attn: Mr. Walter J. Harvey, School Board Attorney

As to the County:

Carlos A. Gimenez
Mayor
Miami-Dade County
111 NW 1 St.
Miami, FL 33128

With Copy to:

Miami-Dade County
111 NW 1 St.
29th Floor
Miami, FL 33128
Attn: Michael Spring, Senior Advisor

and

Miami-Dade County
111 NW 1 St.
28th Floor
Miami, FL 33128
Attn: Office of the County Attorney

5. **Dispute Process**

If possible, disputes will be resolved by informal discussion between the Parties. If the Parties are unable to resolve any disagreement through good faith negotiations, the

dispute will be resolved by the Mayor and the Superintendent. Disagreements between the Parties arising under or relating to this MOU will be resolved only by consultation between the Parties and will not be referred to any other person or entity for settlement. In the event that no agreement can be reached, then this MOU shall be deemed null and void.

6. **Legal rights**

The Parties understand and agree that this MOU is not a contract. This is a non-binding MOU between the Parties as designated in the MOU and is not intended, and should not be construed, to create or confer on any Party, or other person or entity, any right or benefit, substantive or procedural, enforceable at law or otherwise, against the District or the County, or the officers, directors, employees, agents, representatives, successors, assigns, or the departments thereof.

7. **Changes and Modifications.**

Changes and/or modifications to this MOU shall be in writing and signed by the authorized agent of the School Board and the County, or their duly authorized designee within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU. All requests for interpretation or modification shall be made in writing.

8. **Effective Date and Termination**

This MOU will become effective upon the date of the latest signature ("Effective Date") and shall remain in force until terminated by mutual agreement of the Parties.

Either Party may terminate this MOU at any time, with or without cause, and without incurring any liability or obligation to the terminated Party by giving the other Party at least thirty (30) days' prior written notice of termination.

9. **Framework**

The foregoing sets forth the general framework of a collaboration between the School Board and the County. This MOU is not an offer or a binding agreement but it is an expression of serious interest on the part of both Parties who understand that further negotiations and additional instruments will be required to further define the terms and conditions of the proposed collaboration. Neither Party shall be bound in any way until all terms and conditions are negotiated and the required instruments are executed by the appropriate Parties in accordance with approval by the School Board and the Board of County Commissioners.

IN WITNESS HEREOF: Each Party hereto has caused its duly authorized representative to execute this MOU by affixing their signatures and the date of execution:

[SIGNATURE PAGE FOLLOWS]

MIAMI-DADE COUNTY

By:_____
Name:_____
Title: County Mayor_Date:_____

Attest: _____
Clerk of the Board

TO THE COUNTY:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant County Attorney

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date:_____

TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
School Board Attorney

Recommended by:

_____
Chief Facilities Officer

Recommended by:

_____
Treasurer – as to financial sufficiency

Recommended by:

_____
Risk Management Officer

Recommended by:

_____
Chief Strategy Officer