

## MEMORANDUM

Substitute  
Agenda Item No. 11(A)(25)

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

**DATE:** June 7, 2016

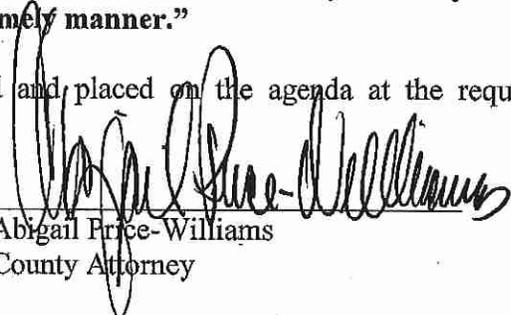
**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution resolving lawsuit by City of Miami Gardens (City) against Miami-Dade County (County) related to land use and permitting jurisdiction over Sun Life Stadium; approving the City's proposal to amend its municipal charter related to such jurisdiction by a two-thirds vote of this Board, subject to approval by a vote of the City's electorate; approving the Settlement Agreement between the County, the City, the owners of certain properties surrounding the Sun Life Stadium and the operator of Sun Life Stadium which, among other provisions (1) agrees that the County shall provide fueling services to the City in accordance with a fuel services agreement; and (2) provides for the conveyance to the City of 10 real properties located in the City for \$10.00 each pursuant to Florida Statute section 125.38 for the purposes set forth in this resolution

Resolution No. R-442-16

The substitute differs from the original in that the following language has been added to the Section V.E. of the fueling services agreement, which is Exhibit D to the Settlement Agreement: "However, if the County's costs for the RFID stickers or installation increase or decrease, the per unit costs to the City may be adjusted accordingly, to the extent that the County also adjusts these costs for other governmental entities. Any such adjustments will be communicated to the Customer City in a timely manner."

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

  
Abigail Price-Williams  
County Attorney

APW/cp



# MEMORANDUM

(Revised)

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

**DATE:** June 7, 2016

**FROM:** Abigail Price-Williams  
County Attorney

Substitute

**SUBJECT:** Agenda Item No. 11(A)(25)

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 \_\_\_\_\_

Substitute  
Agenda Item No. 11(A)(25)  
6-7-16

RESOLUTION NO. R-442-16

RESOLUTION RESOLVING LAWSUIT BY CITY OF MIAMI GARDENS (CITY) AGAINST MIAMI-DADE COUNTY (COUNTY) RELATED TO LAND USE AND PERMITTING JURISDICTION OVER SUN LIFE STADIUM; APPROVING THE CITY'S PROPOSAL TO AMEND ITS MUNICIPAL CHARTER RELATED TO SUCH JURISDICTION BY A TWO-THIRDS VOTE OF THIS BOARD, SUBJECT TO APPROVAL BY A VOTE OF THE CITY'S ELECTORATE; APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE COUNTY, THE CITY, THE OWNERS OF CERTAIN PROPERTIES SURROUNDING THE SUN LIFE STADIUM AND THE OPERATOR OF SUN LIFE STADIUM WHICH, AMONG OTHER PROVISIONS (1) AGREES THAT THE COUNTY SHALL PROVIDE FUELING SERVICES TO THE CITY IN ACCORDANCE WITH A FUEL SERVICES AGREEMENT; AND (2) PROVIDES FOR THE CONVEYANCE TO THE CITY OF 10 REAL PROPERTIES LOCATED IN THE CITY FOR \$10.00 EACH PURSUANT TO FLORIDA STATUTE SECTION 125.38 FOR THE PURPOSES SET FORTH IN THIS RESOLUTION; DECLARING TWO PROPERTIES AS SURPLUS; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD, ADMINISTRATIVE ORDER 3-44 AS IT RELATES TO THE AVAILABILITY OF COUNTY PROPERTY SECTION, RESOLUTION NO. R-461-13 PERTAINING TO REVERTERS, AND RESOLUTION NO. R-376-11 PERTAINING TO CERTAIN INFORMATION RELATED TO THE PROPERTIES TO BE CONVEYED; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD TO EXECUTE COUNTY DEEDS AND RELEASE CERTAIN REVERTERS; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO RETURN TO THE BOARD WITH LEGISLATION SUBSTANTIALLY AMENDING ACTION PLANS AND CONSOLIDATED PLANS WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO REFLECT THE CHANGE OF USE OF COMMUNITY DEVELOPMENT BLOCK GRANT-ASSISTED PROPERTIES; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND EFFECTUATE THE TERMS OF AGREEMENTS AUTHORIZED BY THIS RESOLUTION

**WHEREAS**, the City of Miami Gardens (the "City") was incorporated in 2003, and as part of that incorporation process, the Board of County Commissioners (the "Board") placed the proposed City's Charter before the electorate in the area now known as the City of Miami Gardens; and

**WHEREAS**, Section 9.6 of the City's Charter contained certain pre-agreed conditions required by the Board, as a condition of the incorporation of the City; and

**WHEREAS**, the City's electors approved Section 9.6 as part of their adoption by election of the proffered City Charter; and

**WHEREAS**, pursuant to Section 9.6 of the City's Charter, Miami-Dade County (the "County") contends that it retained certain jurisdiction, including jurisdiction over zoning regulation and building permits, over the facility currently known as Sun Life Stadium and certain properties surrounding the Sun Life Stadium, as described in Appendix C to the City's Charter ("Appendix C")("Stadium Properties"); and

**WHEREAS**, the City contends that it has the right to greater jurisdiction over the Stadium Properties; and

**WHEREAS**, in an effort to establish and enforce its right to exercise greater jurisdiction over the Stadium Properties, the City recently sued the County and alleges, among other things, that Section 9.6 of the City's Charter is invalid and unconstitutional, and alternatively, if Section 9.6 of the City's Charter is valid, then jurisdiction over the Stadium Properties transferred to the City as of December 31, 2012 pursuant to the language of Section 9.6; and

**WHEREAS**, the County disagrees with the City's interpretation of Section 9.6 of the City's Charter and has asserted that an amendment to the City's Charter is required for the City to have the jurisdiction it seeks over the Sun Life Stadium and the properties surrounding the Sun Life Stadium; and

**WHEREAS**, Section 6.05 of the Miami-Dade County Home Rule Charter provides: "Notwithstanding any provision of this Charter to the contrary, with regard to any municipality created after September 1, 2000, the pre-agreed conditions between the County and the prospective municipality which are included in the municipal charter can only be changed if approved by an affirmative vote of two-thirds of the members of the Board of County Commissioners then in office, prior to a vote of the qualified municipal electors;" and

**WHEREAS**, following the required approval by the Board, only the electors of the City have the power to approve an amendment to the City Charter pursuant to a duly-called election; and

**WHEREAS**, based on a series of negotiations, the City is agreeable to resolving the lawsuit it has initiated against the County, as proposed in this resolution and as set forth in the proposed Settlement Agreement between the City, the County, the Owners of certain properties surrounding the Sun Life Stadium and the operator of Sun Life Stadium (South Florida Stadium LLC; County Line South Properties, LLC; and Dolphin Center Properties, LLC, (collectively, the "Stadium Parties")("Settlement Agreement"); and

**WHEREAS**, in order to settle the lawsuit, the Board, by a two-thirds vote of its membership, is also asked to approve an amendment to the City's Charter that will provide for the City and the County to have joint building and zoning jurisdiction over the Stadium Properties as set forth in the proposed amendment to the City's Charter, subject to approval by a vote of the electorate in the City, and the Settlement Agreement; and

**WHEREAS**, the City has requested and the County wishes to enter into an agreement by which the County will provide fueling services to the City, as is provided to other governmental entities in Miami-Dade County (the "Fueling Services Agreement"); and

**WHEREAS**, additionally, the City has requested and the County wishes to convey 10 unused County-owned properties located in County Commission District 1 to the City for public or community interest and welfare, as more fully described and on the conditions described in this resolution (the "Properties"); and

**WHEREAS**, two of the Properties, located at 15101 NW 18 Avenue (Folio: 34-2115-006-1100) and 15880 NW 27 Avenue (Folio: 34-2116-013-0080), were acquired, rehabilitated or maintained with Community Development Block Grant ("CDBG") funds ("CDBG Properties") and thus the County is required to ensure that such properties are used to meet a CDBG National Objective, as described at 24 C.F.R. Part 570, and the County is required to account for such usage to the United States Department of Housing and Urban Development ("US HUD"); and

**WHEREAS**, US HUD may be requested to allow the transfer of this obligation related to CDBG funds to the City, which will then have to report compliance with a CDBG National Objective directly to US HUD, relinquishing the County from having to meet a national objection and related obligations; and

**WHEREAS**, the conveyance of the CDBG Properties may be conditionally approved by this Board but would require an additional public comment period and public hearing, pursuant to CDBG regulations, in order to effectuate the transfer of the CDBG Properties to the City; and

**WHEREAS**, two of the Properties, located at 15101 NW 18 Avenue and 3360 NW 208 Street, City of Miami Gardens, have not previously been declared surplus by this Board, and the remaining eight properties have been declared as surplus; and

**WHEREAS**, this Board finds that, pursuant to Section 125.38 of the Florida Statutes, the Properties are required for community interest and welfare purposes, that the County does not otherwise require the Properties for a County purpose, and that the conveyance of the Properties to the City would serve the best interest of the County and promote community interest and welfare, additionally relieving the County of the maintenance responsibility for such Properties, some of which are in disrepair; and

**WHEREAS**, pursuant to Resolution No. R-333-15, the market value of the Properties as set forth in the Miami-Dade County Property Appraiser's website is set forth in Exhibit "A" to the Settlement Agreement; and

**WHEREAS**, in the Settlement Agreement, the City agrees to voluntarily dismiss its lawsuit with prejudice upon the effective date of the Settlement Agreement which is upon the latter of execution of the Settlement Agreement by all Parties, certification by the Supervisor of Elections that the ballot question has been approved by the electors of Miami Gardens, and adoption of a zoning ordinance as referenced in **Attachment 1**; and

**WHEREAS**, if the Settlement Agreement does not become effective, the County shall not be required to convey the Properties to the City or enter a Fueling Services Agreement with the City; and

**WHEREAS**, resolution of this lawsuit will remove any uncertainty regarding zoning and permitting decisions over the Sun Life Stadium and surrounding properties, and allow for joint jurisdiction, as outlined in the proposed charter amendment, over these properties; and

**WHEREAS**, resolving this litigation now is prudent, as preparations continue for Super Bowl to return to Miami-Dade County in 2020,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** The foregoing recitals are incorporated in this resolution, and this resolution is approved by a two-thirds vote of the Board of County Commissioners.

**Section 2.** The Board approves the proposed amendment to the City of Miami Gardens' Charter attached to this resolution as **Attachment 1**, subject to approval by the electorate of the City of Miami Gardens.

**Section 3.** The Board approves the attached Settlement Agreement between the City, the County, and the Stadium Parties in substantially the form attached as **Attachment 2** ("Settlement Agreement") and authorizes the County Mayor or County Mayor's designee to execute same, to exercise the provisions contained therein, and to take all actions necessary to effectuate same, subject to the conditions set forth herein.

**Section 4.** The Board approves the conveyance of the Properties and any conditions of their conveyance, as more particularly described in **Exhibit A to the Settlement Agreement (Attachment 2)** and also finds that properties located at 15101 NW 18 Avenue and 3360 NW

208 Street are not needed for a County purposes and are declared surplus, provided that for the two CDBG Properties, the Board conditionally approves the conveyance, which may be effectuated only after the public comment period and public hearing, as required by CDBG regulations.

**Section 5.** The Board authorizes the County Mayor or County Mayor's designee to make or join with the City in making any request of US HUD that is necessary to accomplish the purposes of this resolution, including but not limited to requesting that US HUD transfer the obligation to meet a national objective and any related obligation to the City as to the CDBG Properties, and further directs the County Mayor or the County Mayor's designee to return to the Board within 120 days of the effective date of this resolution with legislation substantially amending all relevant Action Plans and Consolidated Plans with US HUD to reflect the change of use of the CDBG Properties.

**Section 6.** Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute County Deeds, in substantially the forms attached as **Exhibits B and C to the Settlement Agreement (Attachment 2)**. The Board further authorizes the Chairperson or Vice-Chairperson of the Board to release the reverter in the deed attached as **Exhibit C to the Settlement Agreement (Attachment 2)** requiring the reversion of the CDBG Properties to the County upon the City's failure to meet or maintain a national objective, if US HUD approves the transfer of the CDBG compliance obligations relating to the CDBG Properties to the City.

**Section 7.** This Board authorizes the County Mayor or County Mayor's designee to take all actions necessary to enforce the provisions set forth in the County Deeds, and to take all actions to effectuate the conveyance of the Properties subject to the conditions herein.

**Section 8.** In light of the fact that the conveyance of the Properties is part of the terms of the Settlement Agreement, and the Properties, several of which are currently in disrepair, must be used for community interest and welfare purposes, this Board approves the waiver of Administrative Order 3-44 as it relates to the Section entitled "Availability of County Property," Resolution No. R-461-13 requiring a reverter to the County if public use of the Properties is not maintained, Resolution No. R-376-11 pertaining to the disclosure of certain information related to the properties to be conveyed, and Administrative Order 8-4 as it relates to review by the Planning Advisory Board.

**Section 9.** This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Properties upon the construction or rehabilitation of any capital project on the Properties, identifying the County's name and the name of the district commissioner in which the project is located consistent with the provisions of County Resolution No. R-61-12.

**Section 10.** This Board directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record all deeds, covenants, any reverters and mortgages creating or reserving a real property interest in favor of the County and provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

**Section 11.** This Board hereby approves the Fueling Services Agreement between the City and the County by which the County will provide fueling services to the City in substantially the form attached as **Exhibit D to the Settlement Agreement (Attachment 2)** and authorizes the County Mayor or County Mayor's designee to execute same, to take all actions necessary to effectuate same subject to the conditions herein, and to exercise the provisions contained therein, as well as amend the same on behalf of the County.

**Section 12.** This Board hereby approves the settlement of the lawsuit between the County and the City in accordance with the terms of the Settlement Agreement and this resolution.

**Section 13.** This Board directs the County Mayor or the County Mayor's designee to appoint staff to monitor compliance with the terms of this conveyance.

**Section 14.** The provisions of this resolution are interdependent upon one another, and the entire resolution shall be deemed invalid if any of its provisions are declared invalid or unconstitutional by a court of law or equity. If any of the sections of this resolution are found or adjudged to be illegal, void or of no effect by a court of law or equity, the entire resolution shall be null and void and of no force or effect.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara Jordan. It was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	aye	Xavier L. Suarez	aye
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> 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.

A handwritten signature in black ink, appearing to be "AAA", enclosed in a circle.

Abbie Schwaderer-Raurell  
Cynthia Johnson-Stacks  
Brenda Kuhns Neuman

RESOLUTION NO. 2016-101-3000

AND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS APPROVING THE BALLOT LANGUAGE OUTLINED ON EXHIBIT "A" ATTACHED HERETO RELATING TO THE "STADIUM PROPERTIES"; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR AUTHORIZATION TO THE CITY CLERK AND CITY ATTORNEY; CALLING FOR A SPECIAL ELECTION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 27, 2016, the City Council authorized the Mayor, City Attorney and City Manager to move forward with resolving the City's pending litigation against Miami-Dade County relating to the Stadium Properties, and

WHEREAS, one aspect of resolving the litigation relates Section 9.6 of the City's Charter, and

WHEREAS, the proposed ballot language to be placed on the August 30<sup>th</sup> Ballot, is attached hereto as Exhibit "A", and

WHEREAS, in accordance with Section 20-28(A) of the County Code, in order to amend Section 9.6 of the Code, the City Council must adopt a Resolution, and

WHEREAS, if the ballot language is approved by the Miami Dade Board of County Commissioners, it will be placed on the City of Miami Garden's ballot at a special election to be held on August 3, 2016,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to provide a certified copy of this Resolution to the Clerk of the Board of

County Commissioners with copies to the County Attorney and County Manager. The City Clerk is also directed to provide a copy of the same to the Supervisor of Elections for Miami-Dade County for inclusion on the ballot for the August 30, 2016 election, subject to the approval of the Miami Dade County Board of County Commissioners.

Section 3: AUTHORIZATION: The City Clerk and City Attorney are authorized to make any such amendments to the ballot title and/or questions based upon the rules, regulations and policies of Miami Dade County and/or the Supervisor of Elections, and are hereby authorized to take any and all steps necessary to fulfill the intent of this Resolution.

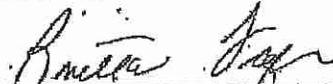
Section 4: SPECIAL ELECTION: A special election is hereby called for August 30, 2016 for the purposes of considering the ballot language, upon the same being approved by the Miami-Dade Board of County Commissioners.

Section 5: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON May 11, 2016.

  
\_\_\_\_\_  
OLIVER GILBERT, III, MAYOR

ATTEST:

  
\_\_\_\_\_  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: Ighodaro  
Seconded by: Williams

VOTE: 7-0

Mayor Oliver Gilbert, III	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Felicia Robinson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lillie Q. Odom	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman David Williams Jr	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Lisa C. Davis	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Rodney Harris	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Ethabor Ighodaro, Ph.D.	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

Ballot Title: **Building and Zoning Jurisdiction Over the Stadium Area Properties; Preservation of Rights and Approvals**

Ballot Summary:

Shall the City of Miami Gardens Charter be amended to provide that the City and Miami-Dade County will have joint building and zoning jurisdiction over the Stadium Area Properties, which were previously under the sole jurisdiction of the County, and to provide that the City will preserve development and building rights and approvals that exist on the Stadium Area Properties as of August 30, 2016?

Shall the above-described Charter amendment be adopted?

Yes \_\_\_\_\_

No \_\_\_\_\_

**Section 9.6 - Jurisdiction Over Stadium-Area Properties; Preservation of Rights and Approvals Stadium Properties; Dolphin Center DRI**

In recognition of the fact that ~~the properties Stadium Properties~~, referenced in Appendix "C" (hereinafter the "Properties"), has have significant importance to the economy and well-being of ~~the City and all Miami-Dade County~~, jurisdiction over the Properties for purposes of ~~the Dolphin Center Development of Regional Impact Order and any amendments thereto, zoning and building approvals,~~ water and sewer installations (if applicable), compliance with environmental regulations, street maintenance (including sidewalks, if applicable), and utility regulations shall remain with Miami-Dade County.

The City and Miami-Dade County shall have joint building and zoning jurisdiction for the Properties. The Properties shall be governed by a zoning ordinance that may only be adopted or amended by a majority vote of members present at a meeting of the City Council and a meeting of the Board of County Commissioners. All zoning inquiries and applications for zoning action for the Properties shall be submitted to the City. If the City Council approves an application for zoning action after public hearing, then upon the City's determination becoming final in accordance with the City's rules and regulations, it may only be reviewed by a court of competent jurisdiction. However, if the City Council denies an application for zoning action after public hearing, or approves an application for zoning action after public hearing with conditions that are not agreed to by the applicant, the applicant shall have the right to appeal the City Council's decision to the Board of County Commissioners for its review after public hearing. The Board of County Commissioners may affirm the decision of the City Council, after the decision of

the City Council and approve the application, or alter the decision of the City Council and approve the application with modifications, in each case by a majority vote of the total membership of the Board of County Commissioners, and upon such decision becoming final in accordance with the County's rules and regulations, it may only be reviewed by a court of competent jurisdiction. If the City denies an application for zoning action other than public hearing actions, or approves an application for zoning action other than public hearing actions, with conditions that are not agreed to by the applicant, the applicant shall have the right to appeal that decision first to the City Council, which shall affirm, affirm with conditions, or alter the decision within 60 days of submittal of the appeal, and then to the Board of County Commissioners in accordance with the above procedures for review of City Council decisions, provided, however, that if the City Council does not issue a decision within 60 days of submittal of the appeal, then the applicant may appeal directly to the Board of County Commissioners in accordance with the procedures governing appeals of administrative actions set out in Chapter 33 of the Code of Miami-Dade County.

The City shall preserve, at a minimum, the development and building entitlements, approvals, and rights that exist or are otherwise applicable to the Properties, as of August 30, 2016.

~~The City will preserve the rights and approvals of Stadium Properties, as referenced in Appendix "C", and its surrounding development which are laid out in the DRI Development Order Resolution Z 210 85, dated September 26, 1985, and zoning regulations and ordinances affecting Stadium Properties, as amended through December 31, 2012. Notwithstanding the foregoing, jurisdiction for the Dolphin Center DRI Development Order and any amendments thereto shall remain with Miami Dade County. Commencing with the date of incorporation, the City shall have all other jurisdiction over the property described in Appendix "D".~~

~~Within one hundred eighty (180) days after the election of a municipal council, the City and Miami Dade County will enter into an Interlocal agreement that includes the provisions of this Section.~~

**SETTLEMENT AGREEMENT  
BETWEEN THE  
CITY OF MIAMI GARDENS AND  
MIAMI-DADE COUNTY  
AND THE OWNERS OF CERTAIN PROPERTIES SURROUNDING THE STADIUM  
FORMERLY KNOWN AS "SUN LIFE STADIUM" AND THE OPERATOR OF THE  
STADIUM WITHIN THE CITY OF MIAMI GARDENS**

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is hereby entered into by and among the City of Miami Gardens, through its governing body, the City Council of the City of Miami Gardens ("the City"), Miami-Dade County, through its governing body, the Board of County Commissioners (the "County"), and the owners of certain properties surrounding the stadium formerly known as "Sun Life Stadium" (the "Stadium") and the operator of the Stadium (South Florida Stadium LLC; County Line South Properties, LLC; and Dolphin Center Properties, LLC, collectively, the "Stadium Parties"), with all parties collectively referenced as the "Parties," as follows:

**WHEREAS**, the City was incorporated in 2003, and as part of that incorporation process, the Board of County Commissioners (the "County Commission") approved the proposed City's Charter, which was then placed before and approved by the electorate in the area now known as the City of Miami Gardens; and

**WHEREAS**, Section 9.6 of the City's Charter contained, as a condition of the incorporation of the City, provisions related to jurisdiction over the Stadium Properties, as defined in Appendices C and D of the City Charter, and the Dolphin Center Development of Regional Impact; and

**WHEREAS**, as to the property described in Appendix D of the City's Charter, the Parties are in agreement that the County has jurisdiction over the Dolphin Center Development of Regional Impact and that the City has all building, zoning, and other jurisdiction; and

**WHEREAS**, the City sued and initiated conflict resolution proceedings against the County in the case titled, *City of Miami Gardens vs. Miami Dade County*, Case No. 2014-017408 CA 01 (Fla. 11th Cir. Ct.), regarding jurisdiction over the property described in Appendix C of the City's Charter; and

**WHEREAS**, the City alleged, among other things, that Section 9.6 of the City's Charter is invalid and unconstitutional, and in the alternative, if Section 9.6 of the City's Charter is valid, then the language of Section 9.6 transferred jurisdiction over the properties described in Appendix C of the City's Charter to the City as of December 31, 2012; and

**WHEREAS**, the County disagrees with the City's interpretation and maintains that pursuant to Section 9.6 of the City's Charter, the County has jurisdiction over the properties in Appendix C; and has asserted that, based on Section 6.05 of the Miami-Dade Home Rule Charter, the Board of County Commissioners may not authorize the removal of Section 9.6 of the City's Charter without an amendment to the City's Charter; and

**WHEREAS**, notwithstanding the different positions of the County and the City, the County and the City, in the interest of continuing their good relationship and encouraging the continued growth of an important municipality within Miami-Dade County, wish to enter into a Settlement Agreement regarding these matters; and

**WHEREAS**, the City and the County recognize that the Stadium Parties have an interest in the matters that are the subject of the lawsuit, and that their participation as a party to this Settlement Agreement is important to the resolution of these issues; and

**WHEREAS**, the City and the County, as well as the Stadium Parties, wish to resolve the matters that are the subject of the above-referenced lawsuit; and

**WHEREAS**, as part of this Settlement Agreement, the Miami-Dade County Board of County Commissioners also has before it a proposal to amend Section 9.6 of the City's Charter to provide for certain joint building and zoning jurisdiction between the City and the County for the Stadium and certain surrounding properties, and this proposed amendment to Section 9.6 of the City's Charter requires approval of the Board of County Commissioners by a two-thirds vote before it may be placed before the voters of Miami Gardens for approval; and

**WHEREAS**, the proposed amendment to Section 9.6 of the City's Charter provides that the City shall preserve, at a minimum, the development and building entitlements, approvals, and rights that exist or are otherwise applicable to the Properties, as of a certain date, and this language is intended to preserve the approvals that Miami-Dade County had granted after public hearing or administratively, including but not limited to Resolution Nos. Z-210-85, Z-211-85, Z-343-87, Z-157-88, Z-195-88, Z-185-90, Z-40-93, Z-41-93, Z-11-95, Z-131-95, Z-131a-95, 5-ZAB-84-96, CZAB3-13-98, CZAB3-6-99, Z-34-04, Z-1-05, Z-27-06, Z-26-08, Z-27-08, Z-8-11, and Z-9-11, and any building permits and site plan approvals that have been issued to date as well as any subsequent revisions to those permits or administrative approvals that have been approved and issued; and

**WHEREAS**, if this Settlement Agreement is approved by all Parties, the City and the County will each present a zoning ordinance to their respective boards for approval, to be effective upon the voters of Miami Gardens approving the amended Section 9.6 of the City's Charter; and

**WHEREAS**, with this Settlement Agreement and for the consideration contained herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties wish to settle the City's above-referenced lawsuit against the County,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Settlement Agreement, the City and the County and the Stadium Parties hereby agree as follows:

**ARTICLE I  
INCORPORATION OF PREAMBLE**

1. The recitals listed above are true and correct and are incorporated herein by reference.

**ARTICLE II  
JURISDICTION OVER STADIUM AND CERTAIN PROPERTIES**

2. For those properties described in Appendix "C" of the City's Charter as of the effective date of this Settlement Agreement ("hereinafter, the "Properties"), the City and the County shall enter into a separate agreement regarding joint building jurisdiction. That agreement shall, at a minimum, provide a process by which building permit applicants may elect to file applications for building permits for the Properties with either the City or the County, and to have such application be reviewed, and any permits issued, by the governmental entity with which the application was filed, with the respective governmental entity retaining any fees charged in connection with, and jurisdiction over, the review, processing, and issuance of such permit.

3. The City and the County shall adopt an ordinance to carry out the provisions of the amended Section 9.6 of the City's Charter regarding jurisdiction over the Properties. Such ordinance shall be consistent with the procedures outlined in the amended Section 9.6 of the City's Charter. In addition, if the applicant for a zoning action is the City, the owner of the applicable portion of the Properties shall be entitled to appeal any decision of the City Council on a City-filed zoning application to the Board of County Commissioners, in accordance with the procedures outlined in the amended Section 9.6 for County review of City Council decisions.

4. It is expressly understood that notwithstanding any provision of this Settlement Agreement and the County's and City's respective status thereunder:

a. This Settlement Agreement shall not limit the County's and the City's respective sovereign prerogatives and rights as a county or municipality under Florida laws, and this Settlement Agreement shall not estop or otherwise prevent the City or County from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Stadium Properties or the operation thereof, or be liable for the same; and

b. The County and the City shall not, by virtue of this Settlement Agreement, be obligated to grant the Stadium Parties any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, and/or operation of the Stadium Properties, provided, however, that the Stadium Parties expressly reserve all rights that may be available at law or equity to challenge any failure to issue such approvals.

c. Notwithstanding and prevailing over any contrary provision in this Settlement Agreement, any County or City covenant or obligation that may be contained in this Settlement Agreement shall not bind the Board of County Commissioners, the City Council, or any other County, City, federal, state, or local department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld, or revoked in the discretion of the applicable governmental agencies in the exercise of their police powers.

### ARTICLE III JAZZ IN THE GARDENS

5. South Florida Stadium LLC (hereafter, "Stadium LLC") and City agree to amend the Jazz in the Gardens Stadium Use Agreement (the "Use Agreement") entered into by the City and Stadium LLC as of March 2, 2011 (as amended), as follows, with all capitalized terms not defined herein to have the meaning ascribed to them in the Use Agreement:

- a. Extension of Term & Extension Option. The Term of the Agreement shall be extended for five (5) years, commencing with the 2017 Contract Year and concluding at the conclusion of the 2021 Contract Year, provided, however, that the parties to the Use Agreement shall have the mutual option to extend the Term through the 2026 Contract Year, which option must be exercised by both parties in writing no later than October 1, 2020.
- b. March Event Dates. The City and Stadium LLC agree that, for each Contract Year during the Term, Stadium LLC shall make good faith efforts to reserve one (1) week in March for the Event Period, with such one (1) week period to be communicated to the City no later than October of the immediately preceding year, it being understood that the parties to the Use Agreement acknowledge the City's preference for the Event to take place during the third weekend in March. For the avoidance of doubt, the City and Stadium LLC acknowledge and agree that Stadium LLC cannot guarantee Event Period availability the third week in March due to potential conflicts with other stadium events and activities. In such a case, the Stadium LLC shall notify the City at least six (6) months in advance.
- c. Increased Expense Credits. Paragraph 1(b) of Exhibit B to the Use Agreement shall be modified to provide for the following Credit levels for Event attendance in excess of 30,000 patrons:
  - i. One Hundred and Fifty Thousand Dollars (\$150,000), if the aggregate number of tickets sold for the prior Contract Year's Event is from Thirty Thousand and One (30,001) to Forty Five Thousand (45,000) patrons;
  - ii. One Hundred Seventy Five Thousand Dollars (\$175,000), if the aggregate number of tickets sold for the prior Contract Year's Event is from Forty Five Thousand and One (45,001) to Sixty Thousand (60,000) patrons;

- iii. Two Hundred Thousand Dollars (\$200,000), if the aggregate number of tickets sold for the prior Contract Year's Event is from Sixty Thousand and One (60,001) to Seventy Five Thousand (75,000) patrons; and
  - iv. Two Hundred Twenty Five Thousand (\$225,000), if the aggregate number of tickets sold for the prior Contract Year's Event is more than Seventy Five Thousand (75,000) patrons.
- d. Facility Fee. The Facility Fee amounts and allocations shall remain consistent with the 2016 Event for the remainder of the Term.
  - e. Permanent Stage. In the event that Stadium LLC constructs a stage at the Premises that is suitable for City's use during the Event, the City shall utilize such stage in connection with the Event and pay Stadium LLC a license fee equal to \$ 95,000 for each Contract Year's event.
  - f. Food Vendor Buyout Reduction. The third sentence of Paragraph 3 of Exhibit B of the Use Agreement shall be modified so as to reduce the fee to be paid by the City for each concession booth from Five Hundred Dollars (\$500) to One Hundred Fifty Dollars (\$150) per Event day for each concession booth selling consumable concessions that is requested by City and approved by Stadium LLC.
  - g. Other Terms. Other than the amended terms above, all terms of the Use Agreement, as amended in accordance with its terms, shall remain in full force and effect.

6. Scheduling and Preferred Terms & Conditions for Other City Events. Stadium LLC and City acknowledge and agree that, in addition to Jazz in the Gardens, City has requested to host other City-sponsored public sale events on Stadium LLC-controlled properties from time-to-time. With respect to such events (each of which shall be subject to Stadium LLC's prior written approval, not to be unreasonably withheld), Stadium LLC shall make good faith efforts to accommodate the City's scheduling requests (subject to stadium availability), which requests shall be submitted to Stadium LLC in writing as soon as practicable. The applicable use agreements for such events shall be negotiated by the City and Stadium LLC in good faith, provided, however, that Stadium LLC shall offer to the City terms that are favorable relative to the terms generally offered to unaffiliated third-party stadium users for similar events.

7. Applicability of this Article. This Article III is expressly intended to apply only to the City and Stadium LLC. The County shall not be deemed to be an intended beneficiary of any of the provisions of Article III, nor shall the County have any rights, obligations, or liabilities of any kind arising under Article III, or any breach thereof. The Parties acknowledge and agree that: (a) any breach of Article III by either the City or Stadium LLC shall not entitle any other party to terminate the Settlement Agreement, regardless of the materiality of such breach, and (b) the exclusive remedy for any breach of Article III shall be a claim for monetary damages.

8. If Section 9.6 of the City Charter is subsequently amended by the City in a manner that is not agreed to by the Stadium Parties, then the Stadium Parties shall have the right to terminate this Article III without liability upon ten (10) days written notice to the City and County.

9. Changes to this Article III shall not require any amendments to this Settlement Agreement, but will instead only be amendments to Article III itself. Any and all such amendments to Article III shall be reduced to writing and approved by both the City and Stadium LLC only.

#### ARTICLE IV CONVEYANCE OF COUNTY PROPERTIES TO CITY

10. The County agrees to convey to the City the following parcels of real property, as described on Exhibit A, which is incorporated into this Settlement Agreement, for the price of ten dollars (\$10.00) each, and in accordance with the County Deeds in substantially the form attached hereto as Exhibits B and C. For the parcels of real property referenced as parcels #9 and #10 in Exhibit A, the agreement to convey such properties shall not be effective until the required CDBG procedures for a transfer of ownership have been satisfied, including the written public comment period and the public hearing.

11. For parcels of real property referenced as parcels #9 and #10 in Exhibit A, the City acknowledges that the County has used Community Development Block Grant ("CDBG") funds in connection with the acquisition, maintenance or rehabilitation of such properties, and the County has certain remaining obligations regarding those properties relating to meeting a CDBG National Objective, as described in CDBG regulations at 24 C.F.R. Part 570. To the extent that the City wishes to change the use of either of those two properties referenced as parcels #9 and #10 in Exhibit A from those uses previously approved by the Board of County Commissioners, the City agrees to give written notice to the County within 120 days so that the County may hold any required public hearings or take any other required County action. Such written notice shall be provided by the City to the County by first-class mailings to:

Mr. Michael Liu, Director and  
Mr. Clarence Brown, Division Director  
Miami-Dade Public Housing and Community Development Department  
701 NW 1st Court, 16th Floor  
Miami, Florida 33136

The City agrees to join with the County in requesting the United States Department of Housing and Urban Development (US HUD) to allow the transfer of the obligation that the County meet a CDBG National Objective related to the subject properties to the City. Upon the approval of any requested transfer, the County will release the reverter contained in Exhibit C and the City will then report directly to US HUD regarding meeting a CDBG National Objective,

relinquishing the County from having to meet a national objective and any related obligations with respect to these properties.

**ARTICLE V  
FUELING AGREEMENT**

12. The City and the County shall also enter into a separate agreement, in substantially the form attached as Exhibit D, for the County to provide fueling service to the City. Changes to the attached fueling agreement shall not require any amendments to this Settlement Agreement, but will instead only be amendments to the fueling agreement itself. Any and all such amendments to the fueling agreement shall be reduced to writing and approved by both the City and the County, and may be executed on behalf of the City by the City Manager or the City Manager's designee and on behalf of the County by the County Mayor or the County Mayor's designee, provided that each has the necessary authorization or approval from the respective governing board:

**ARTICLE VI  
DISMISSAL OF LAWSUIT**

13. The City of Miami Gardens shall voluntarily dismiss its lawsuit in the case of *City of Miami Gardens v. Miami-Dade County*, Case No. 2014-017408 CA 01 (Fla. 11th Cir. Ct.). Such voluntary dismissal shall be with prejudice and shall be filed forthwith following the Effective Date of this Settlement Agreement, as set forth in Article VIII.

**ARTICLE VII  
ENTIRETY OF AGREEMENT**

14. This Settlement Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings with respect to this Settlement Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Settlement Agreement that are not contained in this Settlement Agreement, and that this Settlement Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Settlement Agreement shall be of no force or effect, and that this Settlement Agreement may be modified, altered, or amended only by a written amendment duly executed by all Parties hereto or their authorized representatives, and only to the extent authorized by the Board of County Commissioners for Miami-Dade County and the City Council for the City of Miami Gardens, except as otherwise provided in this Settlement Agreement.

**ARTICLE VIII  
EFFECTIVE DATE AND APPLICABILITY**

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15. The Effective Date of this Settlement Agreement shall be upon the satisfaction of all of the following conditions precedent: (a) the execution of this Settlement Agreement by all Parties; (b) certification by the Supervisor of Elections that the ballot question has been approved by the electors of Miami Gardens; and (c) adoption of the zoning ordinance by the City and the County as required by Article II.

16. Once effective, this Settlement Agreement shall be construed to be applicable to the Parties' heirs, successors, and assigns, and their agents and employees.

#### **ARTICLE IX INVALIDITY OF PROVISIONS; SEVERABILITY**

17. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of the remaining provisions of this Settlement Agreement, provided that the material purposes of this Settlement Agreement can be determined and effectuated.

#### **ARTICLE X RIGHTS OF OTHERS**

18. It is the intent and understanding of the Parties that this Settlement Agreement is solely for the benefit of the City, the County, and/or the Stadium Parties. No person or entity other than the foregoing shall have any rights or privileges under this Settlement Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise. It is further provided that only the governing bodies of the City and the County shall be entitled to exercise any rights or privileges under this Settlement Agreement on behalf of those entities.

#### **ARTICLE XI HEADINGS**

19. Captions and headings in this Settlement Agreement are for ease of reference only and do not constitute a part of this Settlement Agreement and shall not affect the meaning or interpretation of any provisions herein.

#### **ARTICLE XII GOVERNING LAW**

20. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any court action between the Parties for any controversy arising from or related to this Settlement Agreement shall be in the Eleventh

Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**ARTICLE XIII  
AUTHORITY TO EXECUTE**

21. The City represents that the execution of this Settlement Agreement has been duly authorized by the City Council of the City of Miami Gardens, as the governing body of the City.

22. The County represents that the execution of this Settlement Agreement has been duly authorized by the Board of County Commissioners of Miami-Dade County, as the governing body of the County.

23. The Stadium Parties represent that the execution of this Settlement Agreement has been duly authorized by a representative with authority to bind each of the Stadium Parties entities that are Parties.

**ARTICLE XIV  
DEFAULT; WAIVER**

24. In the event that a party believes that another party has breached or otherwise failed to comply with any term or condition of this Settlement Agreement, such party shall provide the other with written notice detailing the alleged breach or non-compliance via certified mail or overnight courier to such party's principal place of business, with a copy to all other Parties, and the allegedly breaching party shall be afforded ninety (90) business days within which to cure such breach, provided, however, that if such breach is not cured within ninety (90) business days or is incapable of being cured within such period, then the non-breaching party may terminate this Settlement Agreement upon written notice to all other Parties without prejudice to any other rights and remedies that may be available pursuant to applicable law. It is provided that breaches of Article III or Article V shall be governed by the default or breach provisions set forth in the agreements addressed by those articles.

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

26. In the event that the proposed amendments to Section 9.6 contemplated by this Settlement Agreement are not implemented by December 31, 2018, then each of the Parties shall have the unilateral right to terminate this Agreement upon ninety (90) days written notice to the other Parties.

27. Notwithstanding any other provision to the contrary, the Parties expressly waive the right to challenge in a separate proceeding any actions taken by the City or the County to

execute this Settlement Agreement or to adopt the ordinance required by Article II of this Settlement Agreement; or any referendum process by which the amended Section 9.6 of the City's Charter may be approved. The Parties' sole recourse shall be in accordance with the default provisions set forth above in this Article.

#### ARTICLE XV INDEPENDENT CONTRACTOR

28. For work to be performed by the City as described herein, the City shall perform all said work and services as an independent contractor, and not as an officer, agent, servant, or employee of the County or the Stadium Parties. The City shall have control of the work and services performed in accordance with the terms of this Settlement Agreement and of all persons performing the same, and the City shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

29. For work to be performed by the County as described herein, the County shall perform all work and services as an independent contractor, and not as an officer, agent, servant, or employee of the City or Stadium Parties. The County shall have control of the work and services performed in accordance with the terms of this Settlement Agreement and of all persons performing the same, and the County shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

30. For work to be performed by the Stadium Parties as described herein, the Stadium Parties shall perform all work and services as an independent contractor, and not as an officer, agent, servant, or employee of the City or County. The Stadium Parties shall have control of the work and services performed in accordance with the terms of this Settlement Agreement and of all persons performing the same, and the Stadium Parties shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

31. Nothing in this Settlement Agreement shall be construed as creating a partnership or joint venture between any of the Parties. No person performing any of the City's work or services described hereunder shall be considered an officer, agent, servant or employee of the County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

#### ARTICLE XVI SOVEREIGN IMMUNITY

32. The City and the County are governmental entities which are entitled to the protections of sovereign immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or be construed as impacting or modifying the protections set forth therein.

#### ARTICLE XVII

**NO MODIFICATION OR VIOLATION OF MARQUEE EVENT GRANT AGREEMENT  
BETWEEN COUNTY AND SOUTH FLORIDA STADIUM LLC**

33. Nothing in either this Settlement Agreement or the separate joint building agreement referenced in Article II of this Settlement Agreement shall be construed to violate, modify, abrogate, or amend in any way the Performance-Based Marquee Event Grant Agreement between the County and South Florida Stadium LLC d/b/a Sun Life Stadium, adopted by the Board of County Commissioners on June 17, 2014, by Resolution No. 560-14.

IN WITNESS THEREOF, the Parties through their duly authorized representatives hereby execute this SETTLEMENT AGREEMENT commencing on the date this Settlement Agreement has been executed by the City, the County and the Stadium Parties.

Attest:

CITY OF MIAMI GARDENS, FLORIDA

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

Authorized signature on behalf  
of the City of Miami Gardens, Florida.

By: \_\_\_\_\_

Title

\_\_\_\_\_  
Date

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_

County Mayor or Designee

\_\_\_\_\_  
Date

For the Board of County Commissioners  
Miami-Dade County, Florida

Stephen P. Clark Center  
111 N.W. 1st. Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK

Attest:

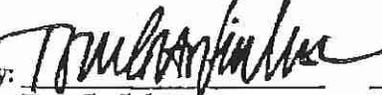
By: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Date

#1

SOUTH FLORIDA STADIUM LLC  
COUNTY LINE SOUTH PROPERTIES, LLC  
DOLPHIN CENTER PROPERTIES, LLC

By:  5/27/16  
Tom Garfinkel Date  
President and  
Chief Executive Officer

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# Settlement Agreement

## Exhibit A



Folio	Address	Department / Use	Lot Size	Adjusted Bldg SF	Zoning	UFI Status	Land Value	Building Value	2014 Assessed Market Value	Appraised Value	Reverter Required/Condition of Conveyance
34- MIAMI GARDENS 3421080081721	Adj. South of 3640 NW 168 Street	INTERNAL SERVICES	3,450 SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$9,460	\$0	\$8,460	N/A	N/A
3421100049220	Adj. East of 2204 NW 170 Terrace	INTERNAL SERVICES	3,600 SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$6,835	\$0	\$5,835	N/A	N/A
3421100049930	Adj. East of 2211 NW 170 Street	INTERNAL SERVICES	N/A SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$5,070	\$0	\$5,070	N/A	N/A
3421100310190	Adj. North of 2240 NW 178 Street	INTERNAL SERVICES	176 SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$30	\$0	\$30	N/A	N/A
3421150050350	2155 NW 164TH ST	INTERNAL SERVICES	3,500 SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$3,802	\$0	\$3,802	N/A	N/A
3421170020282	Adj. West of 16320 NW 45 Avenue	INTERNAL SERVICES	1,963 SQ FT	0	DUPLEXES - GENERAL	SURPLUS	\$5,398	\$0	\$5,398	N/A	N/A
3421150051020	2191 NW 192 TERR	INTERNAL SERVICES	3,500 SQ FT	0	SINGLE FAMILY - GENERAL	SURPLUS	\$5,802	\$0	\$3,602	N/A	N/A
3411340071480	3360 NW 208 ST	PHCD/FORECLOSURE/SURTA	8,400 SQ FT	926 SQ FT	SINGLE FAMILY - GENERAL	RESOLUTION DECLARES SURPLUS	\$23,260	\$39,448	\$63,652	N/A	N/A
3421150061100	15101 NW 18 AVE	PHCD	5,250 SQ FT	0	COMMERCIAL	RESOLUTION DECLARES SURPLUS	\$31,500	\$0	\$31,500	N/A	CDBG/NATIONAL OBJECTIVE REVERTER*
3421160150080	15880 NW 27TH AVE	PHCD	23,552 SQ FT	2,729	COMMERCIAL	SURPLUS	\$268,265	\$117,691	\$385,956	\$403,000	CDBG/NATIONAL OBJECTIVE REVERTER*

\* Please note that PHCD parcels 9 and 10 were assisted with federal CDBG funds and therefore Miami-Dade County will need to ensure that these properties are used to meet a national objective or, if HUD finally determines the County has failed to meet a national objective, the County will be required to deduct the market price of these properties from a future CDBG allocation. If HUD approves a request to transfer the obligation to meet a national objective to the City of Miami Gardens as an entitlement jurisdiction, this reverter shall be released.

**Settlement Agreement – Exhibit B**

Instrument prepared by and returned to:  
Miami-Dade County Internal Services Department  
Real Estate Development Division  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

Folio Nos.: 34-2108-008-1771 34-2110-004-0270  
34-2110-004-0930 34-2110-031-0190  
34-2115-005-0350 34-2117-002-0232  
34-2115-005-1020 34-1133-007-1490

**COUNTY DEED**

THIS DEED, made this            day of            , 2016 A.D. by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stepien P. Clark Center, 111 NW 1 Street Suite 17-202, Miami, Florida 33128-1963, and the City of Miami Gardens, a municipality of the State of Florida, whose address is 18605 NW 27 Avenue, Miami Gardens, Florida 33056.

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) to it in hand paid by the parties of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever for use for the community interest and welfare, the following described land lying and being in Miami-Dade County, Florida:

See Attached Exhibit "A"

This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

**Settlement Agreement – Exhibit B**

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jean Monestime, Chairman

Approved for legal sufficiency. \_\_\_\_\_

The foregoing was authorized by Resolution No. \_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Settlement Agreement – Exhibit B**

Exhibit "A"

1. FOLIO NO. 34-2108-008-1771  
LOT 14 BLK 34 LESS S60FT FOR R/W CAROL CITY REV PLAT PB 57-63
2. FOLIO NO. 34-2110-004-0270  
LOT 1 BLK 26 LESS E25FT & LESS EXT AREA OF CURVE IN NE COR FOR R/W  
RADIO HGTS RE-SUB PB 13-67
3. FOLIO NO. 34-2110-004-0930  
LOT 12 BLK 32 LESS E25FT RADIO HGTS RE-SUB PB 13-67
4. FOLIO NO. 34-2110-031-0190  
LOT 9 BLK 2 MICHELLE GARDENS PB 91-78
5. FOLIO NO. 34-2115-005-0350  
LOT 12 BLK 2 LESS W15FT FOR R/W 1ST ADD TO MAGNOLIA SUB PB 44-16
6. FOLIO NO. 34-2117-002-0232  
W25FT OF W1/2 OF LOT 22 BLK 1 VENETIAN ACRES PB 44-92
7. FOLIO NO. 34-2115-005-1020  
LOT 13 BLK 6 LESS W15FT & THAT PORT LYG IN R/W 1ST ADD TO MAGNOLIA SUB  
PB 44-16
8. FOLIO NO. 34-1133-007-1490  
LOT 1 BLK 13 RIVERDALE ESTATES SECTION 2, PLAT BOOK 68 AT PAGE 102

Settlement Agreement -- Exhibit C,

Instrument prepared by and returned to:  
Miami-Dade County Internal Services Department  
Real Estate Development Division  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

Folio Nos.: 34-2116-013-0080  
34-2115-006-1100

**COUNTY DEED**

THIS DEED is made this            day of            , 2015 A.D. by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, party of the first part, whose address is Stephen P. Clark Center, 111 NW 1 Street, Suite 17-202, Miami, Florida 33128-1963 (also referred to as the "County"), and the City of Miami Gardens, party of the second part, a municipality of the State of Florida, whose address is 18605 NW 27 Avenue, Miami Gardens, Florida 33056.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00) to it in hand paid by the party of the second part, and other consideration, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

**TRACT H LESS W79FT MCDONALD PROPERTIES 1ST ADDN PB 73-4**

and

**PARCEL 02-15-02 AKA LOT 14 BLK 6 RAINBOW PARK PB 44-21**

(the "Property") which Property is referred to with the addresses of 15880 NW 27<sup>th</sup> Avenue, Opa-Locka, FL 33054 and 15101 NW Avenue, Miami Gardens, FL 33054, respectively. This grant conveys only the interest of Miami-Dade County and its Board of County Commissioners in the Property and shall not be deemed to warrant the title or to represent any state of facts concerning the same. This grant is made subject to the restriction that the Property be used for a municipal purpose as determined by the party of the second part in the community interest and welfare, and shall be used to meet a Community Development Block Grant (CDBG) national objective, as set forth in 24 C.F.R. Part 570. These deed restrictions are enforceable only by the County. If the Property is not used to meet a CDBG national objective, for the duration of time set forth in 24

Settlement Agreement - Exhibit C,

C.F.R. Part 570 and as determined by written notice to the County by the United States Department of Housing and Urban Development, by the party of the second part, its successors and assigns forever, title to the Property shall revert to the County upon ten (10) days' written notice. In the event of such reverter, the party of the second part, its successors and assigns forever, shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the party of the second part. The County retains a reversionary interest in the Property, which right may be exercised by the County in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice Chairperson of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jean Monestime, Chairman

Approved for legal sufficiency. \_\_\_\_\_

The foregoing was authorized by Resolution No. \_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**AGREEMENT BETWEEN MIAMI-DADE COUNTY,  
VIA ITS INTERNAL SERVICES DEPARTMENT  
FLEET MANAGEMENT DIVISION,  
AND  
THE CITY OF MIAMI GARDENS**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Internal Services Department, Fleet Management Division ("County") and the City of Miami Gardens ("City").

**I. RECITALS**

WHEREAS, the County's ISD Fleet Management Division operates and manages Miami-Dade's vehicle fueling system; and

WHEREAS, the City has requested that the County provide vehicle fueling services; and

WHEREAS, the purpose of this Agreement is to formalize an arrangement between the County and the City, to provide fuel as agreed upon and set forth in Article III below.

THEREFORE, the parties agree as follows:

**II. TERM**

This Agreement shall commence on \_\_\_\_\_, 2016 and continue indefinitely, subject to the right of either party to terminate as set forth in Article VI below.

**III. SCOPE OF SERVICES**

Under this agreement, the County will provide the City with fueling services as outlined below. The County agrees to perform these services in a competent and professional manner.

- Install radio frequency identification stickers (RFID) to the City vehicle(s), as requested by the City, which allows for card-free fueling at all County fueling sites.
- Provide unleaded and/or diesel fueling service to the requested vehicle(s) at any one of the County's fueling facilities located throughout Miami-Dade County. The County currently offers regular unleaded gasoline (87 Octane) and on-road diesel #2 fuel. The fuel types offered may change at any time.
- Create a vehicle ID number for each of the City vehicles to properly identify them in the County's database.
- The ISD Fleet Management Division will address fueling problems via employees on-site at our fueling locations, or, if no employee is on-site, assistance can be obtained by calling 305-375-5186 during the hours of 8 am – 5 pm, Monday – Friday, excluding holidays.

**As part of this Scope of Services, the City recognizes that:**

- The County, from time to time, has specific fuel priorities and rationing requirements that must be implemented during natural disasters and various other emergency situations where the County will not be able to provide fuel to the City. The County will notify the City when such situations occur. The City should secure back-up fueling arrangements from the private sector or other available sources to ensure fuel availability to the City when these situations occur.
- For security purposes, the County's fuel management system automatically deactivates fueling authorization for any vehicle(s) that has not obtained fuel from the County in a consecutive three month period. The City may have such vehicle(s) reinstated by contacting the number(s) listed above.

**IV. INDEMNIFICATION**

The City shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind arising out of, relating to or resulting from this Agreement. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., including any claims and bills, and subject to the provisions of that Statute whereby the City shall not be held liable to pay personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgment paid by the City arising out of the same incident or occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the City.

**V. BILLING AND RATES**

- A. The County will bill the City on a monthly basis for fueling provided pursuant to this Agreement. Fuel charges will be reflected in the monthly bill against the specific vehicle numbers. The bill will be mailed to:

Contact/Responsible Party Name  
City of Miami Gardens  
Address  
City, State Zip

- B. Within thirty (30) days of receipt of the County's invoice, the City shall pay the outstanding invoice via check made payable to MIAMI-DADE COUNTY and mailed to: Miami-Dade County, ISD Accounting Section, 111 N.W. 1<sup>st</sup> Street, Suite 2410, Miami, FL, 33128. Failure to submit payment on time may result in the assessment of late fees or disruption of fuel service until payment is received.

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- C. The City agrees to raise any billing disputes or discrepancies within 30 days of bill receipt. In the event the County agrees that an adjustment is required, the County agrees to make any such adjustment within 60 days of having received the request.
- D. The price of fuel charged is comprised of the County's average weekly purchase cost, which is based on the OPIS index, plus a \$0.20 cents per gallon surcharge. The Customer City agrees that the fueling rate is subject to change at any time and without prior notification. Any rate changes will be communicated to the Customer City in a timely manner.
- E. The City also agrees to pay for the installation of RFID stickers for each vehicle needed to fuel at County sites at a cost of up to \$100 per unit. However, if the County's costs for the RFID stickers or installation increase or decrease, the per unit costs to the City may be adjusted accordingly, to the extent that the County also adjusts these costs for other governmental entities. Any such adjustments will be communicated to the Customer City in a timely manner.
- F. The City also agrees to pay a reinstatement fee of \$50 for vehicles that are deactivated from the system due to non-fueling over a three-month consecutive period.

**VI. TERMINATION**

The City may, at its option and discretion, cancel this agreement at any time without any default on the part of either party by written notice of cancellation at least ten (10) days prior to the effective date of such termination. The County may terminate for cause after written notice to the City and a 60 day opportunity to cure for lack of payment, late payment, or non-compliance with the terms and conditions of this Agreement, including implied terms and conditions, such as the fueling or attempts to fuel unauthorized vehicles or containers or the resale of fuel purchased through this Agreement. In the event of cancellation or termination by either party, the City agrees to pay all outstanding invoiced for services provided to the City prior to the date of cancellation or termination.

**VII. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties. This Agreement may only be amended in writing by joint agreement of the parties.

**MIAMI-DADE COUNTY**

**CITY OF MIAMI GARDENS**

By: \_\_\_\_\_  
 Lester Sola, Director  
 Internal Services Department

By: \_\_\_\_\_  
 Cameron Benson  
 City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_