

MEMORANDUM

Agenda Item No. 3(B)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to section 2-9 and 2-10 of the Miami-Dade County Code, a Parking License Agreement between the City of Miami Gardens and Miami-Dade County, by and through the Miami-Dade Police Department, providing for the use of a parking garage and adjacent parking lot for staging of law enforcement personnel and vehicles during the inaugural Miami Grand Prix

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Vice-Chairman Oliver G. Gilbert, III.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: September 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Parking License Agreement with the City of Miami Gardens Authorizing Miami-Dade County’s Use of a Parking Garage and Adjacent Parking Lot During the Inaugural Miami Grand Prix

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution, pursuant to Section 2-9 and 2-10 of the Miami-Dade County Code, and ratify the execution of a Parking License Agreement (Agreement) between the City of Miami Gardens (Miami Gardens) and Miami-Dade County (County), for the Miami-Dade Police Department’s (MDPD) use of a parking garage and adjacent vacant parking lot during the inaugural Miami Grand Prix. Miami Grand Prix weekend began on May 6, 2022, and concluded on May 8, 2022. The Agreement was executed on April 28, 2022, and there was no cost to the County.

Scope

The parking garage and adjacent vacant parking lot used by the MDPD to stage personnel and vehicles during Miami Grand Prix weekend are located in Commission District 1, which is represented by Commissioner Oliver Gilbert III.

Delegation of Authority

Pursuant to Section 2-8.3 of the County Code, there are no delegations of authority beyond those specified in the Resolution.

Fiscal Impact/Funding Source

There were no costs associated with the MDPD’s use of the parking garage and adjacent parking lot located in Miami Gardens during the inaugural Miami Grand Prix. As such, there was no fiscal impact to the County.

Track Record/Monitor

Chief Edgardo Caneva, of MDPD’s Strategic Response Division, tracked and monitored the Agreement.

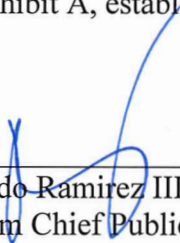
Background

Formula One, also known as Formula 1 or F1, began in 1950 and is viewed as the world’s most prestigious motor racing competition, as well as the world’s most popular annual sporting series. A Formula 1 season consists of a series of races, known as Grand Prix, which take place worldwide on both purpose-built circuits and closed public roads. A Formula 1 Grand Prix event spans a weekend and begins with two free practice sessions on Friday and one free practice session on

Saturday. The free practice sessions determine the starting order for the race on Sunday. A Formula 1 Grand Prix race is one of the world’s most powerful tourism advertisements for the city hosting the race, as Formula 1 is among the world’s most-watched annual sports series garnering a cumulative audience of 1.8 billion viewers each season. As such, cities that host a Formula 1 Grand Prix race benefit from increased tourism, spending, and economic development that accompany the race.

On May 15, 2018, the Board adopted Resolution No. R-518-18 directing the County Mayor or County Mayor’s designee to negotiate an agreement with the appropriate entity for the hosting of Formula 1 racing events in the County and to coordinate with any hosting municipality and other municipalities on such events, provided, however, that the site commonly referred to as Parcel B and located behind the American Airlines Arena would not be considered or used as a site for hosting the Formula 1 racing events. After consideration, Hard Rock Stadium, located in Miami Gardens, and Formula 1 negotiated an agreement to host the Miami Grand Prix on its property.

The Miami Grand Prix is a Formula 1 Grand Prix which forms part of the 2022 Formula 1 World Championship. The inaugural Miami Grand Prix took place on May 8, 2022, with practice sessions taking place on May 6, 2022, and May 7, 2022. The MDPD provides sheriff services throughout the County, and aided Miami Gardens and the Miami Gardens Police Department during the Miami Grand Prix. The MDPD required the use of an area to stage law enforcement personnel and vehicles, as such Miami Gardens provided the MDPD authority to use a parking garage and adjacent parking lot located in Miami Gardens. The Parking License Agreement attached and labeled herein as Exhibit A, establishes the terms and responsibilities of each party.



Alfredo Ramirez III
Interim Chief Public Safety Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
9-1-22

RESOLUTION NO. _____

RESOLUTION RATIFYING, PURSUANT TO SECTION 2-9 AND 2-10 OF THE MIAMI-DADE COUNTY CODE, A PARKING LICENSE AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, PROVIDING FOR THE USE OF A PARKING GARAGE AND ADJACENT PARKING LOT FOR STAGING OF LAW ENFORCEMENT PERSONNEL AND VEHICLES DURING THE INAUGURAL MIAMI GRAND PRIX

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

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

Section 1. This Board approves the agreement attached hereto as Exhibit A and incorporated herein between the City of Miami Gardens and Miami-Dade County for the Miami-Dade Police Department's use of a parking garage and adjacent parking lot to stage law enforcement personnel and vehicles during the inaugural Miami Grand Prix.

Section 2. This Board further ratifies the agreement as executed by the County Mayor's designee on behalf of Miami-Dade County in substantially the form attached.

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

- | | |
|----------------------|---------------------------------------|
| | Jose "Pepe" Diaz, Chairman |
| | Oliver G. Gilbert, III, Vice-Chairman |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 4th day of April, 2022 by and between the **CITY OF MIAMI GARDENS, FLORIDA** (hereinafter, "CITY"), a municipal corporation of the State of Florida, whose address is 18605 N.W. 27th Avenue, Miami Gardens, Florida 33056, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida and its police department, the Miami Dade Police Department, (hereinafter, "LICENSEE"), whose address is 9105 NW 25th Street, Doral, Florida 33172.

W I T N E S S E T H:

WHEREAS, LICENSEE desires to obtain a license to park vehicles at City of Miami Gardens Parking Garage and vacant lot located at NW 27th AVE and NW 187 Street, adjacent to the parking garage ("Premises"), which is owned by CITY, and

WHEREAS, the CITY agrees to permit LICENSEE to park vehicles on the Premises, subject to certain terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, LICENSEE AND CITY do hereby agree as follows:

1. The CITY hereby grants to LICENSEE the license, permit and privilege to park vehicles on the premises in an area designated by the CITY for parking. No tractor-trailer, RV's or other large vehicles may be parked on the Premises. This Agreement shall be in effect for Formula 1 weekend (May 6, 2022, through May 8, 2022).

2. The CITY's Police Department will assign police officer(s) to the Premises for security purposes.

3. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land is conferred upon the user under the provisions hereof.

4. LICENSEE shall be deemed an independent contractor and not an agent or employee of the CITY and shall not attain any rights or benefits generally afforded to CITY employees; further, LICENSEE shall not be deemed entitled to the CITY'S worker's compensation, insurance benefits or similar protections or benefits. LICENSEE shall obtain written approval prior to engaging any subcontractor(s) to assist with fulfilling the obligations outlined in this Agreement.

5. Each party agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated

with any suit, action, or claim for damages arising from the performance of this Agreement.

6. LICENSEE shall maintain insurance coverage or maintain an ongoing self-insurance program in sufficient amounts for the performance of this Agreement including public liability, automobile liability, police professional liability and workers' compensation. If requested, LICENSEE shall provide satisfactory proof of the required insurance or ongoing self-insurance program.

7. LICENSEE in the conduct of its activities under this Agreement shall comply in all material respects with all applicable federal, state, and local laws and regulations.

8. CITY shall have the right in its sole discretion to terminate this Agreement without or without cause, and without notice if LICENSEE breaches any provision of this Agreement.

9. In the event that any sentence, section, paragraph, or portion of this Agreement shall be held by a court to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any other covenant, condition, or provision of this Agreement.

11. Any and all notices to be given to CITY under this Agreement may be given by certified or registered mail addressed to:

Cameron D. Benson
City Manager
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

Sonja K, Dickens, Esq.
City Attorney
18605 N.W. 27th Avenue
Miami Gardens, FL 33056

Any and all notices to be given to LICENSEE under this Agreement may be given by certified or registered mail addressed to:

Miami-Dade County:
Alfredo Ramirez III
Interim Chief Public Safety Officer
111 NW 1st Avenue, 29th Floor
Miami, FL 33128

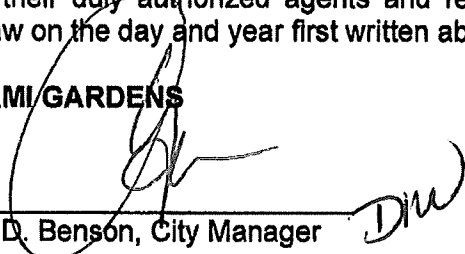
Miami-Dade Police Department:
George A. Perez
Interim Director
9105 NW 25th Street
Doral, FL 33172

12. In the event that either party is required to file legal action to enforce provisions under this Agreement, the prevailing party shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

13. This Agreement shall be governed by the laws of the State of Florida and venue shall lie in Miami-Dade, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY OF MIAMI GARDENS

By: 
Cameron D. Benson, City Manager


Date: 4-28-22

ATTEST:

By: 
Mario Bataille, City Clerk

Date: 4/28/22

Approved as to Legal form:

By: 
Sonja K. Dickens, City Attorney

Date: 4/28/22

MIAMI-DADE COUNTY

By: [Signature]
for Daniella Levine Cava, Mayor

Alfredo Ramirez III
Interim Chief Public Safety Officer

Date: 4/25/2022

MIAMI-DADE POLICE DEPARTMENT

By: [Signature]
George A. Perez, Interim Director

Date: 4/21/22

ATTEST:

By: [Signature]
Harvey Ruvin, Clerk
Miami-Dade County, Florida

Date: 4/25/2022

Approved as to Legal form:

By: [Signature]
Assistant County Attorney
Miami-Dade County, Florida

Date: 4/21/2022

