

MEMORANDUM

SHC

Agenda Item No. 2(C)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 13, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving First Amendment to Land Exchange Agreement between Miami-Dade County and the District Board of Trustees of Miami-Dade College ("College") for conveyance to the County of 48,102 square feet of land consisting of a portion of Folio No. 01-3135-106-0010 owned by the College ("College Parcel") and required for use by the Public Health Trust of Miami-Dade County, in exchange for the conveyance to the College of 48,456 square feet of County-owned land consisting of a portion of Folio No. 01-3135-061-0010 operated by the Public Health Trust ("County Parcel") in order to: (1) remove the closing condition requiring that certain environmental remediation be completed by the Public Health Trust, (2) modify the environmental remediation provision, (3) modify the closing date definition and define the effective date of the First Amendment, and (4) provide that the parties shall reasonably cooperate post-closing to exchange information related to the parties' pre-closing environmental remediation and replat efforts; authorizing the County Mayor and the Public Health Trust to execute the Amendment and to exercise all provisions contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 1, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO LAND EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DISTRICT BOARD OF TRUSTEES OF MIAMI-DADE COLLEGE (“COLLEGE”) FOR CONVEYANCE TO THE COUNTY OF 48,102 SQUARE FEET OF LAND CONSISTING OF A PORTION OF FOLIO NO. 01-3135-106-0010 OWNED BY THE COLLEGE (“COLLEGE PARCEL”) AND REQUIRED FOR USE BY THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, IN EXCHANGE FOR THE CONVEYANCE TO THE COLLEGE OF 48,456 SQUARE FEET OF COUNTY-OWNED LAND CONSISTING OF A PORTION OF FOLIO NO. 01-3135-061-0010 OPERATED BY THE PUBLIC HEALTH TRUST (“COUNTY PARCEL”) IN ORDER TO: (1) REMOVE THE CLOSING CONDITION REQUIRING THAT CERTAIN ENVIRONMENTAL REMEDIATION BE COMPLETED BY THE PUBLIC HEALTH TRUST, (2) MODIFY THE ENVIRONMENTAL REMEDIATION PROVISION, (3) MODIFY THE CLOSING DATE DEFINITION AND DEFINE THE EFFECTIVE DATE OF THE FIRST AMENDMENT, AND (4) PROVIDE THAT THE PARTIES SHALL REASONABLY COOPERATE POST-CLOSING TO EXCHANGE INFORMATION RELATED TO THE PARTIES’ PRE-CLOSING ENVIRONMENTAL REMEDIATION AND REPLAT EFFORTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE AND THE PUBLIC HEALTH TRUST TO EXECUTE THE AMENDMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, on December 3, 2024, this Board adopted Resolution No. R-1098-24 (“Authorizing Resolution”), which approved, in accordance with section 125.37, Florida Statutes, the exchange of the County Parcel to the College for the College Parcel for the purpose of allowing the Public Health Trust to obtain the College Parcel and construct parking to support its Emergency

Department Expansion Project located at the Jackson Memorial Medical Center campus, and which authorized the County and the Public Health Trust to execute the Land Exchange Agreement (“Exchange Agreement”); and

WHEREAS, the parties entered that Exchange Agreement effective January 6, 2025; and

WHEREAS, under the Exchange Agreement, closing on the property exchange is subject to certain conditions precedent: (i) that the Public Health Trust remediate, at its expense, certain environmental issues on the County Parcel (“Environmental Remediation”) and obtain a No Further Action Letter with Acceptable Conditions or Controls from the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (“DERM Letter”); (ii) that the Public Health Trust obtain T-Plat approvals for the parcels; (iii) that the parties negotiate and execute an access easement permitting the College to maintain existing utility infrastructure on the College Parcel that supports the College’s adjacent campus; and (iv) all documents required to be executed in relation to the Exchange Agreement have been executed and delivered; and

WHEREAS, under the Authorizing Resolution, the authority of the Chairperson or Vice-Chairperson of the Board to execute the County Deed conveying the County Parcel and the authority of the County Mayor or County Mayor’s designee to execute the acceptance of the College Parcel by Quitclaim Deed are contingent on satisfaction of the conditions precedent contained in the Exchange Agreement; and

WHEREAS, the parties have been working diligently to close on the property exchange; and

WHEREAS, except for the condition related to Environmental Remediation, the other closing conditions have been satisfied or are expected to be satisfied in short order; and

WHEREAS, for example, pursuant to Resolution No. R-624-25, this Board has already approved conveyance of two non-exclusive perpetual easements to satisfy the condition precedent contemplated in the Exchange Agreement; and

WHEREAS, however, while the Public Health Trust has substantially completed the Environmental Remediation, additional groundwater monitoring time of an unknown duration is still necessary to obtain the DERM Letter required to satisfy this condition precedent to closing on the transaction; and

WHEREAS, the Public Health Trust has recently completed construction of and opened the new Emergency Department serving Jackson Memorial Hospital and requires the closing to occur on the property exchange in order to support the new facility with additional surface parking; and

WHEREAS, the parties have agreed to accept the remediation performed by the Public Health Trust to date, and rescind the closing condition that the Public Health Trust obtain the DERM Letter; and

WHEREAS, the County Parcel consists of a portion of property currently bearing Folio Number 01-3135-061-0010, located at 1851 NW 9th Avenue, Miami, and the College Parcel consists of a portion of property currently bearing Folio Number 01-3135-106-0010, located at 1000 NW 2nd Avenue, Miami; and

WHEREAS, both parcels are located in County Commission District 3; and

WHEREAS, the amendments to the Exchange Agreement, attached hereto and incorporated herein as Attachment “A” (“First Amendment”), include: (i) removal of the requirement that the Public Health Trust obtain the DERM Letter as a condition precedent to closing; (ii) revising the provision related to Environmental Remediation, to state that the Public

Health Trust has remediated the County Parcel to a condition acceptable to the College, and that the parties will continue to conduct groundwater monitoring on their respective parcels until closing; (iii) revising the definition of the closing date to mean the later of on or before thirty days after the completion of the conditions precedent to closing or on or before thirty days after the First Amendment effective date and making a corresponding change to Section 12(A), and (iv) adding a definition of the effective date of the First Amendment; and

WHEREAS, the First Amendment also includes an obligation that the Public Health Trust and the College reasonably cooperate with each other post-closing by providing, upon request, documentation in their possession regarding the T-Plat approvals or environmental remediation completed prior to closing; and

WHEREAS, this Board desires to facilitate the expeditious closing of the property exchange, so that the College Parcel may become part of the designated facilities of the Public Health Trust and be incorporated as part of the Public Health Trust's new Emergency Department project,

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

Section 1. The foregoing recitals, including the exhibits attached hereto, are incorporated in this resolution and are approved.

Section 2. This Board approves the First Amendment to Land Exchange Agreement in substantially the form attached hereto as Attachment "A" and made a part hereof ("First Amendment").

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute and the Public Health Trust to co-execute the First Amendment on behalf of Miami-Dade County, and for either to exercise any and all rights conferred therein and to perform all acts necessary to effectuate same.

Section 4. This Board directs the Associate Vice President of Real Estate Services of the Public Health Trust to monitor compliance with the terms of this transaction, and pursuant to Resolution No. R-979-09, (a) directs the County Mayor or County Mayor's designee to record the instruments creating or retaining a County interest in the Public Records of Miami-Dade County and to provide a copy of such instruments to the Clerk of the Board within 30 days of the execution of such instruments, and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of such instruments together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

KMM

Kevin M. Marker

FIRST AMENDMENT TO EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO EXCHANGE AGREEMENT (hereinafter "**Amendment**") is entered into and made effective this ____ day of _____, 2026, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter "**County**"), **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida ("**College**"), and **THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of the County ("**PHT**" or the "**Trust**"). County and College may be collectively referenced as the "**Parties**" and may be individually referenced as a "**Party**".

RECITALS

WHEREAS, County, PHT and College entered into that certain Exchange Agreement dated as of January 6, 2025, through which the County agreed to sell certain property known as the County Parcel to College in exchange for the College selling the College Parcel to the County ("**Original Agreement**", together referenced with this Amendment, the "**Agreement**"); and

WHEREAS, the Parties desire to amend the Original Agreement to modify terms related to (i) Environmental Remediation, (ii) T-Plat Approvals, (iii) certain Conditions Precedent to Closing; and (iv) the Closing Date; and

WHEREAS, PHT joins in this Amendment to acknowledge its obligations hereunder,

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

TERMS:

1. INCORPORATION OF RECITALS.

The foregoing Recitals are true and correct and are hereby incorporated herein by reference. If there is a conflict between any of the Recitals and the terms of this Amendment, the terms set forth below shall control.

2. DEFINED TERMS.

Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Original Agreement.

3. DEFINITIONS.

The following definition in Section 2 of the Original Agreement is hereby amended as follows:

"**Closing Date**" shall mean that date that is ~~on or before thirty (30) days after completion of the Conditions Precedent to Closing~~ the later of (i) on or before thirty (30) days after completion of the Conditions Precedent to Closing, or (ii) on or before thirty (30) days after the Amendment Effective Date.

The following definition in Section 2 of the Original Agreement is hereby deleted:

~~"**County Parcel DERM Letter**" shall have the meaning set forth in Section 4(D)(iii)(2).~~

4. NEW DEFINITIONS.

The following definition is added to Section 2 of the Agreement:

"Amendment Effective Date" shall mean the date that this Amendment is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

5. DUE DILIGENCE.

Section 4.D.iii.1 of the Original Agreement is hereby deleted in entirety and amended and restated as follows:

~~PHT agrees to remediate the County Parcel to address any environmental issues identified on the County Parcel in the County Parcel Environmental Site Studies ("**Environmental Remediation**"), at its sole cost and expense, prior to Closing. The County Parcel shall be remediated to the standard required by DERM for DERM to issue a No Further Action Letter with Acceptable Conditions or Controls, which would not interfere with the College's use of the County Parcel for its Intended Purpose ("**County Parcel DERM Letter**"). Upon mutual consent of the Parties, the date of the Closing as set forth in this Agreement shall be extended an additional number of days reasonably necessary to complete the Environmental Remediation.~~

PHT and College agree that PHT has remediated the County Parcel's environmental issues to a condition acceptable to College ("**Environmental Remediation**"). Such Environmental Remediation was completed at the sole cost and expense of PHT, and PHT shall not require

College to reimburse PHT for any costs incurred related to such Environmental Remediation. The College and PHT will continue to conduct environmental monitoring on their respective Parcel until Closing. At Closing, both the PHT and College shall provide the other any requested documentation related to such active monitoring to the extent that such documentation is in their possession and not otherwise confidential or privileged. For clarity, both Parties agree that the Parcels are being conveyed as-is, except as provided otherwise in this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING.

Section 10 of the Original Agreement is hereby amended as follows:

The Closing shall not occur until the following conditions precedent are met ("**Conditions Precedent to Closing**"):

~~A. PHT has obtained the County Parcel DERM Letter as required in Section 4(D) of this Agreement.~~

~~B.A.~~ PHT has obtained the T-Plat Approvals for the Parcels as required in Section 7(A) of this Agreement.

~~C.B.~~ The County and College have executed the Post-Closing Access Easement in recordable form and provided the original of the Post-Closing Access Easement to the Title Company to record at Closing.

~~D.C.~~ Any and all documents, agreements, and/or encumbrances required to be executed in relation to this Agreement, have been properly executed and delivered to the appropriate Party.

7. CLOSING AND POSSESSION.

Section 12(A) of the Original Agreement is hereby amended as follows:

A. Unless extended by mutual written agreement by the Parties, Closing shall take place on the Closing Date ~~within thirty (30) days after the Conditions Precedent to Closing are satisfied, however, if the Conditions Precedent to Closing are satisfied prior to the end of the Due Diligence Period.~~ The Closing will take place at a location determined mutually acceptable by the Parties or through an escrow closing conducted by the Title Company insuring title to the applicable Parcel.

8. POST-CLOSING COOPERATION.

The PHT and College agree to reasonably cooperate with each other post-Closing, as follows: (i) providing any documentation that PHT or College may request regarding the environmental monitoring conducted by the previous Parcel owner on the conveyed Parcel prior to Closing; and (ii) providing any documentation related to the T-Plat Approval that PHT or College may request in pursuit of their respective Final Plat Approvals, so long as such information was obtained prior to Closing. Any documentation requested by PHT or College shall be promptly provided by the other Party (by PHT if College requests, or by College if PHT requests), but only if such documentation is in such requested Party's possession and not otherwise confidential or privileged. Any fees incurred pursuant to this Section 8 shall be borne by the Party requesting the documentation. The obligations imposed on the PHT and College in this Section 8 shall survive the Closing.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first hereinabove written, and they intend to be legally bound hereby to all of the terms and conditions of this Agreement.

College:

**THE DISTRICT BOARD OF TRUSTEES OF
MIAMI DADE COLLEGE, FLORIDA**

Witness/Attest

By: _____

Witness/Attest

Name: Malou C. Harrison, Ph.D.

Title: Executive Vice President and Provost

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of _____, a _____. She is personally known to

me or has produced State of _____ *[include state of driver's license]* driver's license as
identification ☐.

(Sign Name)

(Type or Print Name)

My Commission Expires:

Notary Public, State of _____

Serial No. (none, if blank): _____

[AFFIX NOTARIAL SEAL]

THE TRUST:

**PUBLIC HEALTH TRUST OF MIAMI-DADE
COUNTY, FLORIDA, an agency and
instrumentality of Miami-Dade County, Florida**

By:_____

Name: David Zambrana

Title: Chief Executive Officer

THE COUNTY:

**MIAMI-DADE COUNTY, FLORIDA, a political
subdivision of the State of Florida**

By:_____

Name: Daniella Levine Cava

Title: County Mayor

ATTEST:

By:_____

Clerk of the Board

APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE MIAMI-DADE COUNTY
ATTORNEY'S OFFICE

By:_____

Name:_____

Title: _____

Date:_____