

MEMORANDUM

Agenda Item No. 11(A)(21)

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

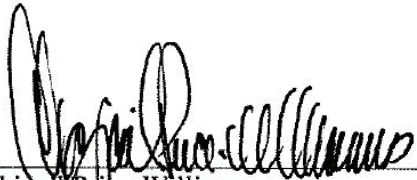
DATE: July 8, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution (1) approving a Memorandum of Understanding ("MOU") between North Bay Village and Miami-Dade County providing the framework for negotiations for agreements for the design, development and lease of a Miami-Dade fire rescue station to be located at 1335 79th Street Causeway; (2) authorizing the County Mayor to execute the MOU; (3) directing the County Mayor (a) to negotiate and execute agreements with North Bay Village in accordance with the parameters and terms set forth in the MOU in amounts not to exceed \$4,250,000.00 for design and construction of the fire rescue station and \$420,000.00 for additional related expenses, and a lease agreement for an initial term of 30 years with renewal terms at a rental rate of \$1.00 per year, subject to Board ratification after the agreements are executed; (b) if agreements are finalized but not in accordance with the MOU, to present the agreements to this Board for approval prior to execution, or (c) if no such agreements can be reached, to provide a report; and (4) authorizing County Mayor to exercise all rights contained in the executed agreements, should such agreements be finalized

Resolution No. R-684-20

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.


Abigail Price-Williams
County Attorney

APW/smm

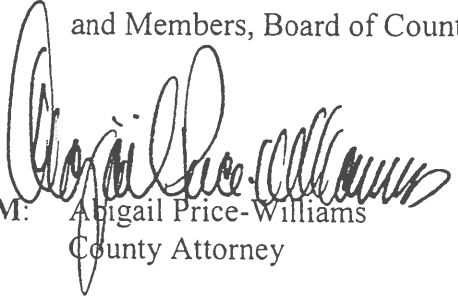


MEMORANDUM

(Revised)

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

DATE: July 8, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(21)

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. 11(A)(21)
7-8-20

RESOLUTION NO. R-684-20

RESOLUTION (1) APPROVING A MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN NORTH BAY VILLAGE AND MIAMI-DADE COUNTY PROVIDING THE FRAMEWORK FOR NEGOTIATIONS FOR AGREEMENTS FOR THE DESIGN, DEVELOPMENT AND LEASE OF A MIAMI-DADE FIRE RESCUE STATION TO BE LOCATED AT 1335 79TH STREET CAUSEWAY; (2) AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE MOU; (3) DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE (A) TO NEGOTIATE AND EXECUTE AGREEMENTS WITH NORTH BAY VILLAGE IN ACCORDANCE WITH THE PARAMETERS AND TERMS SET FORTH IN THE MOU IN AMOUNTS NOT TO EXCEED \$4,250,000.00 FOR DESIGN AND CONSTRUCTION OF THE FIRE RESCUE STATION AND \$420,000.00 FOR ADDITIONAL RELATED EXPENSES, AND A LEASE AGREEMENT FOR AN INITIAL TERM OF 30 YEARS WITH RENEWAL TERMS AT A RENTAL RATE OF \$1.00 PER YEAR, SUBJECT TO BOARD RATIFICATION AFTER THE AGREEMENTS ARE EXECUTED; (B) IF AGREEMENTS ARE FINALIZED BUT NOT IN ACCORDANCE WITH THE MOU, TO PRESENT THE AGREEMENTS TO THIS BOARD FOR APPROVAL PRIOR TO EXECUTION, OR (C) IF NO SUCH AGREEMENTS CAN BE REACHED, TO PROVIDE A REPORT; AND (4) AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED IN THE EXECUTED AGREEMENTS, SHOULD SUCH AGREEMENTS BE FINALIZED

WHEREAS, the former Fire Rescue Station 27 (“former Station 27”) in North Bay Village (the “Village”) was leased by the Village to the County for use by the Miami-Dade Fire Rescue Department (“MDFRD”) for \$1.00 per year; and

WHEREAS, former Station 27 was connected to another structure owned by the Village and that structure was condemned over a decade ago due to environmental concerns; and

WHEREAS, since that time, the MDFRD has been operating from temporary trailers at another location to keep the existing engine and rescue resources available so as to prevent a disruption of services to the residents of the Village (“temporary Station 27”); and

WHEREAS, it is necessary to build a new fire rescue station to replace former and temporary Station 27 in order to accommodate modern fire suppression and rescue apparatus, provide adequate living quarters for the firefighting personnel, and service the residents of the Village and surrounding areas (“new Station 27”); and

WHEREAS, construction of new Station 27 is critical to the proper maintenance of public safety infrastructure; and

WHEREAS, on January 29, 2008 the voters of the Village authorized the issuance of general obligation bonds to construct a Public Safety/Village Hall complex with the County, whereby the County will pay for the fire rescue station portion; and

WHEREAS, since that time, the Village has worked on the development of a larger municipal project to include not only the Public Safety/Village Hall Complex, but additionally, other municipal and public purpose improvements, all to be located on municipal-owned property located at 1335 79th Street Causeway and upon the parcel immediately adjacent to the west, folio numbers 23-3209-001-0060 and 23-3209-001-0061; and

WHEREAS, on September 2, 2008, this Board approved Resolution No. R-927-08, directing the County Mayor or County Mayor’s designee to negotiate necessary agreements between the County and the Village regarding the development of new Station 27 and to identify legally available funds for such project; and

WHEREAS, new Station 27 is to be part of the Public Safety/Village Hall complex, the overall cost of which is estimated at \$20,000,000.00; and

WHEREAS, the new Station 27 portion of the cost for design and construction is estimated to be \$4,250,000.00, and the County is desirous of funding the new Station 27 portion and to thereafter lease new Station 27 from the Village at a nominal cost; and

WHEREAS, the County has identified legally available funds in the MDFRD budget in the amount of \$4,250,000.00 that are available to fund the design and construction of new Station 27; and

WHEREAS, the attached Memorandum of Understanding (“MOU”) between the Village and the County sets forth a framework for negotiations and agreements between the Village and the County for the design, development and leasing of new Station 27; and

WHEREAS, the MOU provides that new Station 27 shall consist of (1) no less than 8,000 square feet of interior, finished and air-conditioned space, (2) an exterior covered patio and seating area of approximately 300 square feet, and (3) two 14-foot wide bays for fire trucks; and

WHEREAS, the MOU contemplates that the Village shall itself or through a private development partner fund, manage, and oversee the design and construction of the Public Safety/Village Hall complex; and

WHEREAS, the MOU provides that the County will fund the \$4,250,000.00 towards the cost of the development of new Station 27 in tranches based on milestones, with the construction of new Station 27 to be completed within 5 years of the effective date of the MOU; and

WHEREAS, the MOU further provides that the County will participate and have approval rights over the designs for new Station 27; and

WHEREAS, once built, the MOU provides that the Village will lease new Station 27 to the County for a 30-year term at a cost of \$1.00 per year, along with three 30-year renewal terms; and

WHEREAS, once new Station 27 is built, the County will be responsible for all utilities and other operating costs associated with operating new Station 27, which the County estimates will be comparable to the operating costs currently incurred for temporary Station 27; and

WHEREAS, the Village and the County are desirous of collaborating expeditiously on the development of agreements, and the MOU provides that the negotiations and agreements must be finalized in a time period not to exceed 9 months after the effective date of the MOU; and

WHEREAS, this Board further desires to authorize an additional amount not exceed \$420,000.00 to fund additional development costs associated with the design and construction of new Station 27; and

WHEREAS, provided that the agreements are consistent with all of the parameters and terms of the MOU and this resolution, this Board desires to authorize the County Mayor or County Mayor's designee to finalize and execute the agreements with the Village,

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

Section 1. Approves the recital clauses set forth above as if fully set forth herein.

Section 2. Approves the attached MOU between the Village and the County that sets forth a framework for negotiations and agreements between the Village and the County for the design, development and leasing of new Station 27.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the MOU in substantially the form attached hereto.

Section 4. Directs the County Mayor or County Mayor's designee to negotiate and execute agreements with the Village in accordance with the parameters and terms set forth in the MOU in an amount not to exceed \$4,250,000.00 for the design and construction of new Station

27, and in an amount not to exceed \$420,000.00 for any additional expenses related to the development of new Station 27, following review and approval by the County Attorney's Office. Such agreements shall include an agreement for the lease of new Station 27 by the County for an initial term of 30 years, with an additional three 30-year renewal terms, at a rental rate of \$1.00 per year. If agreements are finalized in accordance with the parameters and terms of the MOU, the County Mayor or County Mayor's designee shall have the authority to execute the agreements and submit them to this Board for ratification by this Board. If agreements are finalized that are not in accordance with the parameters and terms of the MOU, the County Mayor or County Mayor's designee shall present the agreements to this Board for approval prior to execution.

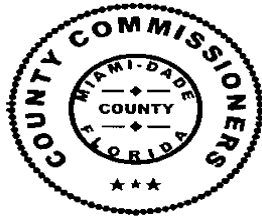
Section 5. If negotiations are not successful and no such agreements can be finalized, this Board directs the County Mayor or County Mayor's designee to provide a report to this Board no later than 270 days from the effective date of this resolution or 60 days of the County Mayor or County Mayor's designee's determination of impasse, whichever occurs first. The County Mayor or County Mayor's designee further is directed to place the report on an agenda of the Board in accordance with Ordinance No 14-65.

Section 6. Authorizes the County Mayor or County Mayor's designee to exercise all rights contained in the agreements, should such agreements be finalized.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. The motion was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman		aye
Rebeca Sosa, Vice Chairwoman		aye
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava
Jose "Pepe" Diaz	aye	Sally A. Heyman
Eileen Higgins	aye	Barbara J. Jordan
Joe A. Martinez	aye	Jean Monestime
Dennis C. Moss	aye	Sen. Javier D. Souto
Xavier L. Suarez	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 8th day of July, 2020. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

**MEMORANDUM OF UNDERSTANDING REGARDING THE DEVELOPMENT AND
OPERATION OF THE NORTH BAY VILLAGE FIRE RESCUE COMPLEX**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) and North Bay Village, Florida, a municipal corporation organized under the laws of the State of Florida, through its governing body, the Mayor and Commissioners of North Bay Village, Florida (the “Municipality” and, along with the County, the “Parties”) is entered into this ____ day of _____, 2020.

WITNESSETH:

WHEREAS, on January 29, 2008 the voters of the Municipality authorized the issuance of general obligation bonds to “construct a Public Safety/Village Hall complex with Miami-Dade Fire Rescue, whereby Miami-Dade County will pay the Fire Rescue Station portion;” and

WHEREAS, on September 2, 2008, the Board enacted Resolution No. R-927-08, directing the County Mayor or his designee to negotiate necessary agreements between the County and the Municipality regarding the development of a replacement fire rescue station and to identify legally available funds for such project; and

WHEREAS, the Municipality is currently developing the Public Safety/Village Hall complex as part of a larger municipal project to be located on the Municipal-owned property located at 1335 79th Street Causeway and upon the parcel immediately adjacent to the west (the “Project”) and further identified by Folio numbers 23-3209-001-0060 and 23-3209-001-0061 (“Project Site”); and

WHEREAS, the Project as a whole is estimated to cost \$20,000,000 (the “Total Project Cost”), of which cost the County intends and agrees to be responsible for and pay \$4,250,000.00 towards the design and construction costs of the Miami-Dade Fire Rescue station and the Municipality shall be responsible for securing and funding the balance of the Total Project Cost; and

WHEREAS, the Municipality shall thereafter lease the Miami-Dade Fire Rescue station to the County for \$1.00 per year for a term of thirty (30) years with certain renewal options; and

WHEREAS, the Municipality has proposed a public-private partnership for the development of the Project and the parties desires to work collaboratively during the Municipality’s selection process to identify its private-sector partner for the Project; and

WHEREAS, the parties are entering into this MOU in order to establish a framework by which the development and lease agreements for the Fire Rescue station portion of the Project may be funded, built and thereafter operated; and

WHEREAS, the parties desire to negotiate and finalize all of the necessary agreements for the development and leasing of the Miami-Dade Fire Rescue station during the six (6) month period following the effective date of this MOU,

NOW, THEREFORE, the Parties hereby memorialize their intent to negotiate definitive agreements to accomplish the aforementioned objectives as set forth below:

Section 1. Incorporation of Recitals. The recitations set forth above are hereby incorporated into this MOU as though fully set forth herein.

Section 2. Purpose and Nature of MOU. The purpose and objective of this MOU is to clarify the Parties' roles and obligations and to establish a framework for continued negotiations regarding the development, operation and funding of the Fire Rescue District Station that will be part of the Project. This MOU does not bind either Party to any terms herein and shall not be deemed to impose any obligations on, or grant any rights to, either Party. Any future agreement(s) between the Parties will be subject to the requirements of any applicable law and subject to the approval of the County and Municipality in each of their discretions. The Parties intend that the future agreement(s) between the Parties will take the form of a development agreement, to include the funding obligations, and a long-term lease agreement to address the ongoing occupation, use, maintenance and operations of the Fire Rescue District Station (the "Definitive Agreements"). Neither Party shall have any obligations to incur any expenses, assume any liability or pay any sums unless or until there are approved and executed definitive agreements that are consistent with the framework set forth herein and only in accordance with the terms of said definitive agreements.

Section 3. Parties, Effective Date and Term: This MOU shall take effect following final approval by the Board and the Municipality and upon execution thereof by the County Mayor or Mayor's designee and the authorized agent or representative of the Municipality (the "Effective Date"). The Effective Date shall be set forth in the first paragraph of the first page of this MOU. It is the Parties' intention to negotiate the Definitive Agreements with a structure generally consistent with the structure set forth in this MOU during the period commencing on the Effective Date and completed within six (6) months thereafter; provided, however, that this negotiation period will be extended automatically for up to three (3) additional months upon written notice being provided by either the County or the Municipality of their desire to extend the negotiation period.

Section 4. Project Location and Due Diligence. The Project Site is an approximately 0.756 acre / 32,938 square foot vacant lot upon which the Project will be built. During the term of this MOU and prior to finalizing the Definitive Agreements, the Municipality will, at its sole cost and expense, order and provide the County with:

- (a) A boundary survey of the Property prepared and certified by a professional land surveyor licensed by the State of Florida, and providing legal descriptions and containing a certification of the number of square feet and calculated acreage contained in the Property certified to Municipality and the County;
- (b) A title search report along with an executed opinion of title showing that the Municipality has good and marketable title to the Project Site and that there are no

restrictions, covenants, or easements that would make the development and operation of the Fire Rescue District Station commercially impracticable or unfeasible; and

- (c) An environmental site assessment of the Project Site to test for and determine the existence and extent, if any, of specifically, contamination (as defined in Section 24-5 of the Code of Miami-Dade County (the Code)) and/or Chapter 62-780 Florida Administrative Code (FAC) or the presence of Hazardous Materials (as defined herein) or toxic substances and hazardous waste on the Project Site in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. **“Hazardous Materials”** shall mean any hazardous or toxic substance, material or waste, it shall also include solid waste or debris of any kind or any other substance which is regulated by any environmental law.

Section 5. Project Description. The Project shall consist of an approximately 12-story structure of approximately 120,000-square feet which will house:

- (a) The Municipality’s Village Hall with public meeting space for the Municipality’s legislative body, and offices for the Municipality’s commissioners, Mayor, Manager and other administrative staff;
- (b) Potentially the Municipality’s Police Station; and
- (c) The Fire Rescue District Station which will:
 - (i) Be built on the ground floor of the Project;
 - (ii) Have separate, locked entrance doors and exits that are only accessible to the County, including its Miami-Dade Fire Rescue personnel and invitees and guests of the County;
 - (iii) Contain no unsecured, direct access by the public via elevator or from other areas of the Project; and
 - (iv) Consist of no less than 8,000 square feet of interior, finished and air-conditioned space, an exterior covered patio and seating area of approximately 300 square feet, two 14-foot wide bays for fire trucks, and associated parking to consist of no less than 14 parking spaces reserved and dedicated to the Fire Rescue District Station, all as more specifically set forth and provided in the building program attached as Exhibit “A” to this MOU.

Section 6. Development Schedule and Responsibilities. The Municipality shall be responsible for the procurements, oversight, and management of the design and construction of the Project. The Parties acknowledge and agree that it is their intent for the Fire Rescue District Station to be fully constructed within five (5) years of the Effective Date of this MOU. The Definitive Agreements will provide that:

- (a) The Municipality shall provide the County with access to all of its design plans and specifications and access to all meetings with its design professionals, with approval from the County as to the design documents for the Fire Rescue District Station to occur at no less than the schematic (or 25-30% completed design documents); 50% completed design documents; 75% completed design documents; and 100% final completed design documents to ensure that the design and layout of the Fire Rescue District Station satisfies the building program and is otherwise consistent with the design, functionality and aesthetics of recently-constructed or renovated Miami-Dade Fire Rescue District Stations and facilities;

- (b) The construction of the Fire Rescue District Station will commence within two (2) years of the Effective Date of this MOU and be completed, as evidenced by a certificate of occupancy and substantial completion of construction, within five (5) years of the Effective Date of this MOU. The Definitive Agreements shall provide that final completion, including the completion of all of the punch-list items will take no later than six (6) months after substantial completion;
- (c) The County shall have access to and be invited to attend all construction progress meetings with the contractor and may physically inspect the Project Site for progress of the work and adherence to the final approval construction plans;
- (d) Once the final construction plans are approved by the County, no material changes shall be made to the Fire Rescue District Station without the prior written approval of the County; and
- (e) All procurement, contracting and management of the design and construction of the Fire Rescue District Station shall comply with Applicable Law and the County shall have the right to review and approve the contracts with the design professionals and contractor relating to the Fire Rescue District Station prior to their execution.

Section 7. Funding Responsibilities for Development of Project. The Parties understand, agree and acknowledge that the County's only funding responsibility shall be for the design and construction of the Fire Rescue District Station portion of the Project and shall be limited to the amounts set forth herein. The Municipality shall be responsible to identify and secure the funding for the development of the balance of the Project. The Definitive Agreements shall set forth a Project funding plan setting forth, at a minimum, a detailed Project budget for the design and construction of the entire Project that has been vetted and verified for reasonableness by a third-party cost estimator, design or construction professional, and which identifying and specifies all proceeds and the costs to be funded by the Municipality through its own sources and a local funding plan and/or written project funding commitments from third parties, including the \$4,250,000 commitment from the County for the Fire Rescue District Station. The Definitive Agreements shall include the County's commitment to provide funds from the Fire Rescue District in the total amount of \$4,250,000 and disbursed during the following fiscal years and upon completion of the following corresponding milestones:

- (a) In Fiscal Year 2020-21, upon execution of the Definitive Agreements and upon the Municipality's competitive selection of the architect and execution of a contract with the architect, an amount equal to \$250,000.00;
- (b) In Fiscal Year 2021-22, upon the Municipality's competitive selection of the construction contractor, execution of a contract with the contractor, and commencement of construction of the Fire Rescue District Station (as evidence by both the filing of a notice of commencement and visible start of vertical construction), an amount equal to \$2,000,000.00;
- (c) In Fiscal Year 2022-23, upon certification from the Project architect and verification from the County that the Fire Rescue District Station construction is 50% completed, an amount equal to \$1,000,000.00; and
- (d) In Fiscal Year 2023-2024, upon substantial completion of the Fire Rescue District Station, an amount equal to \$1,000,000.00.

The Municipality understands and agrees that these amounts are to be used solely for the design and construction of the Fire Rescue District Station and for no other purpose whatsoever. The Municipality also understands and agrees that the amounts set forth above shall be subject to

annual appropriation by the Board and the Definitive Agreements shall provide that the County shall have no obligation to fund any amounts beyond those set forth above or to fund cost overruns for the Fire Rescue District Station. The Municipality accepts and agrees that all expenditures made by the Municipality prior to the execution of any Definitive Agreements are made at the Municipality's sole risk and may not be eligible for reimbursement from the County. This MOU does not in any manner create a lien in favor of the Municipality on any revenues of the County including the funds and amounts identified herein. The Definitive Agreements shall provide that in the event that the Project milestones, as defined and set forth above, are not within 10% of completion, the dollars to be funded for subsequent milestones may be delayed to the subsequent fiscal year.

Section 8. Lease Agreement for Fire Rescue District Station. The Definitive Agreements shall include a lease agreement whereby the Municipality shall lease the Fire Rescue District Station to the County for an initial term of thirty (30) years along with three, 30-year options to renew to be exercised by the County in its sole and absolute discretion. The Municipality shall have no ability to terminate the lease for convenience but only for material default following notice and no less than sixty (60) day cure period, or such longer time as is required to cure the default. The lease shall provide that the County shall be permitted to terminate the lease for any reason whatsoever provided it first gives no less than one (1) year advance notice. The County's rent payment for the leased premises shall be \$1.00 per year and the County shall have no further financial obligations to the Municipality or any other parties for the use and occupancy of the Fire Rescue District Station. The utilities for the Fire Rescue District Station shall be separately metered and the County shall pay all utility service and use fees and charges (provided, however, that installation of the utilities and connection charges shall be part of the construction of the facility) for the duration of the lease term. The Municipality shall be responsible for undertaking and paying for the maintenance, repair and replacement of the exterior and structural walls and elements of the Fire Rescue District Station, and the County shall be responsible for undertaking and paying for the maintenance, repair and replacement of all interior features and elements of the Fire Rescue District Station, including interior fixtures, drywall, the HVAC system, plumbing and electrical solely as it pertains to the Fire Rescue District Station. The County will be responsible for undertaking and payment of all janitorial, pest control, and security features for the Fire Rescue District Station. The County shall have no responsibility for any taxes associated with the Project Site, the Project or its lease of the Fire Rescue District Station. The Village and/or a private developer will be responsible for building a shared parking structure, with the Fire Department responsible for paying for its share of parking spaces. The Definitive Agreements may provide for the execution of a subordination and attornment agreement by the County in favor of any lender, provided, however, that the lender executes a non-disturbance agreement in favor of the County and agrees to be subject to all of the terms and conditions of the lease agreement in the event of a foreclosure or assignment.

Section 9. Compliance with Laws: The Definitive Agreements will provide that each party agrees to abide by and be governed by all Applicable Laws necessary for the development, completion and operation of the Fire Rescue District Station. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or

department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, “Applicable Laws” and “applicable laws” shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), all of the County’s Small Business Programs (as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, and 2.8.1.1.1.2 of the Code of Miami-Dade County, and related implementing orders, including Implementing Orders 3-22, 3-32, and 3-41), applicable Responsible Wages, Residents First Training and Employment, Employ Miami-Dade Program, and First Source Hiring programs, (as set forth in Sections 2-11.16 and 2-11.17 of the Code, and Administrative Order No. 3-63), and all other applicable requirements.

Section 10. County requirements; Audits and Access to Records. The Definitive Agreements shall require that all records of the Municipality and its contractors pertaining to the Fire Rescue District Station shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County. The Municipality shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 of the County Code, and that contractor will maintain all files, records, accounts of expenditures for contractor’s portion of the work and that such records shall be maintained within Miami-Dade County’s geographical area and the County shall have access thereto as provided in the Definitive Agreements. The Definitive Agreements shall require that the Municipality maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Project for at least three (3) years after completion of the Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Section 11. Relationship of the Parties; Liability. The Parties agree that the Municipality is an independent entity responsible solely for the Project and not an agent or servant of the County and the Definitive Agreements shall reflect same. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers’ compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed. The Definitive Agreements shall provide for standard indemnity language between two governmental entities and shall set forth that the Parties shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party.

Section 12. Breach, Opportunity to Cure and Termination. The Definitive Agreements shall set forth provisions pertaining to breaches, opportunities to cure, and remedies and damages resulting from such breaches, including but not limited to the ability to terminate. Each of the following shall constitute a default by the Municipality or the County, as applicable:

- (a) If the Municipality uses all or any portion of the Fire District funds for costs not associated with the Fire Rescue District and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
- (b) If the Municipality shall breach any of the other covenants or provisions in the Definitive Agreements and the Municipality fails to cure its default within thirty (30) days after written notice of the default is given to the Municipality by the County (or such shorter time period for matters of emergencies, life and safety and security of County personnel and County property); provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the Municipality commences diligently and thereafter continues to cure.
- (c) If the Municipality fails to complete the Project within five years of the Effective Date of this MOU or misses any of the other milestones set forth herein.
- (d) If the County shall breach any of the covenants or provisions in the Definitive Agreements and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the Municipality; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.

The Definitive Agreements shall provide that upon the occurrence of a default as provided in Section 12(a) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by the Definitive Agreements, the Municipality shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County that were not used for the design and construction of the Fire Rescue District Station. The Definitive Agreements shall provide that either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy), but that neither party shall be liable for indirect, consequential or punitive damages, including those for lost profits and lost opportunities. The Definitive Agreements shall also give both Parties the right to terminate the Definitive Agreements, by giving written notice of termination to the other party, in the event that the other party is in material breach thereof and to recover all damages due.

Section 13. Notice: Any notice, consent or other communication required to be given under this MOU shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses

set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:
County Mayor
Miami-Dade County, Stephen P. Clark Center
111 NW 1 Street, Suite 2910
Miami, Florida 33128

With a copy to:

Miami-Dade Fire Rescue
Fire Rescue Chief
9300 NW 41 Street
Doral, Florida 33178
swim@miamidade.gov

And

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Gerald Sanchez, Assistant County Attorney
Monica Rizo Perez, Assistant County Attorney
E-mail: Gerald.sanchez@miamidade.gov
monica.rizo@miamidade.gov

The Village:
Village Manager Dr. Ralph Rosado
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
305-756-7171
rrosado@nbvillage.com

Section 14. Assignment: The Municipality may not assign all or any portion of this MOU and any such purported assignment shall result in its automatic termination. The Definitive Agreements shall provide that they will not be assignable without the prior written consent of the County.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2020.

North Bay Village, Florida

By: _____ Date
Village Mayor

For the Village Commission,
North Bay Village, Florida

_____, CLERK
Attest:

By: _____
Clerk Date

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

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

Stephen P. Clark Center
111 NW 1 Street
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency.

BUILDING PROGRAM

Department / Area Designation	No. of Personnel	No. of Spaces	Net Area	Total Net Area	Dept. Circ. Factor	Adjusted Area	Sketch	Description
F. Fire Rescue Station								
F1 Operations Support								
F1.01 Entrance Lobby	0	1	180	180	1.35	243		Seating for 2, area for EMS duties and blood pressure checks, secured access to station.
F1.02 Public Toilet	0	1	50	50	1.35	68		6 x 8 Unisex Toilet room accessible from Lobby
F1.03 Reception / Office	3	1	300	300	1.35	405		Secured office space for 3 desks, file cabinets, printer, radio charging area. Direct visibility of both the entrance lobby and the apparatus bay.
F1.04 Office Storage Closet	0	1	20	20	1.35	27		Secured storage closet for documents and equipment, accessed from Office.
F1.05 Day Room	0	1	500	500	1.35	675		Living room area, 8 lounge chairs, open to Dining room and readily accessible to apparatus bay. Alcove for TV/entertainment components.
F1.06 Dining Room	0	1	250	250	1.35	338		Extension of Kitchen and Day room areas, with a large table with seating for 10. Visibility into apparatus room.
F1.07 Kitchen	0	1	260 200	260 200	1.35	270		Commercial kitchen open to dining room with hood, 2-compartment deep sink with disposal, dishwasher, ice maker, 3 residential type refrigerators, lower and upper cabinets, and a separate pantry/storage room. including pantry
F1.08 Study Room	0	1	180	180	1.35	243		Adjacent to day room with 3 work stations for crew
F1.09 Toilet Room	0	1	50	50	1.35	68		6 x 8 Unisex Toilet room accessible from Day Room
F1.10 Exercise Room	0	1	200	200	1.35	270		Weight and aerobic equipment, rubber athletic flooring with durable walls, and one mirrored wall. Windows for natural light preferred. To be shared with Police department, if located outside both departments.
F1.11 OIC Dormitory	1 3	1 3	108 420	108 360	1.35	486		Put bedroom, min. window glazing at 8% for floor area for natural light and ventilation, 4 lockers/cabinets for each shift per dorm room, approx 8'-4" x 13'-0"
F1.12 Dormitory	6 8	6 8	80 640	480 640	1.35	864		Put bedroom, min. window glazing at 8% for floor area for natural light and ventilation, 4 lockers/cabinets for each shift per dorm room,
F1.13 Dormitory Bathrooms	0	4	54 72	216 288	1.35	389		6 x 8 Unisex Toilet room with 36inch walk-in shower. (6' x 9')
F1.14 Storage closet	0	2	30	60	1.35	81		
F1.15 Covered patio	0	1	350 300	350 300	1.35	473		Exterior area, seating, BBQ with overhead exhaust.
F1.16 Pole Shaft Vestibule	0	2	25	50	1.35	68		Area for one pole and landing per floor, 5x5, soft landing pad

BUILDING PROGRAM

Department / Area Designation		No. of Personnel	No. of Spaces	Net Area	Total Net Area	Dept. Circ. Factor	Adjusted Area	Sketch	Description
F2 Operations									
F2.01	Apparatus Bay	0	1	3,400	3,400	1.10	3,740		2 bays totaling 40'x 85' clear, with 14ft wide four-fold doors, floors sloped to trench drains, mechanically ventilated for carbon monoxide fumes and high bay lighting.
F2.02	Bunker Gear Room	0	1	326 400	326 400	1.10	440		Directly accessible from apparatus bay, Geargrid bunker gear lockers, mechanically ventilated with positive pressure. approx. 15'-4" x 21'-3"
F2.03	Recycling Area	0	1	130	130	1.10	143		Accessible and open to bunker gear room Apparatus Bay
F2.04	E.M.S. Storage Room	0	1	200	200	1.10	220		Secured room directly adjacent and accessible from the apparatus bay
F2.05	Work Room	0	1	150	150	1.10	165		Directly accessible from apparatus bay, work bench, storage, double compartment sink, janitor's sink, and washer and dryer.
F3 Station Support									
F3.01	Electric Room	0	1	100	100	1.35	135		
F3.02	Telecom / Data Room	0	1	100	100	1.35	135		
F3.03	Elevator (shaft)	0	2	100	200	1.35	270		should be included as common area
F3.04	Janitor's Room	0	1	50	50	1.35	68		approx. 5' x 8'
F3.05	Water Heater	0	1	50	50	1.35	68		
F3.06	Mechanical Room	0	2	100 50	200 100	1.35	270		
F3.07	Emergency Generator	0	1	200	200	1.35	270		
SUBTOTAL:		14 7	44	7,587	8,858 8,000	1.23	10,888		