

MEMORANDUM

Agenda Item No. 8(C)(1)

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

DATE: June 14, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a cross-parking agreement with the City of Doral to provide non-exclusive parking spaces at City Hall Parking Garage, 8401 NW 53 Terrace, Doral, FL 33166, for use by the future Doral Branch Library; and authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-575-22

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: June 14, 2022

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

From: Daniella Levine Cava 
Mayor

Subject: Resolution Authorizing a Cross-Parking Agreement between the City of Doral
and Miami-Dade County for the New Doral Branch Library

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor’s designee to execute the attached Cross-Parking Agreement (Attachment 1 to the Resolution) between Miami-Dade County (County) and the City of Doral (City) to provide non-exclusive parking spaces at City Hall Parking Garage for use by the new Doral Branch Library. The City of Doral Council approved this agreement at its March 9, 2022 Council meeting via Resolution No. R-22-38 (Attachment 2 to the Resolution).

Scope

The Doral City Hall Parking Garage is immediately adjacent to the new Doral Branch Library that will be constructed on a County-owned parcel located at the corner of NW 84 Street and NW 53 Terrace, Doral, FL 33166, and is in County Commission District 12, which is represented by Chairman Jose “Pepe” Diaz.

Fiscal Impact/Funding Source

There is no fiscal impact as the City is providing access to 28 non-exclusive parking spaces located in the City Hall Parking Garage for vehicular parking at no charge to the County.

Delegated Authority

The County Mayor or County Mayor’s designee is authorized to execute the Cross-Parking Agreement and to exercise the rights conferred therein, including termination.

Track Record/Monitor

The Cross-Parking Agreement will be managed by Lydia Lopez, Miami-Dade Public Library System (MDPLS).

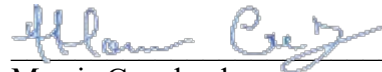
Background

Miami-Dade Public Library is currently in the design and construction documents development phase for the construction of a replacement library in the City of Doral in downtown Doral. The new 20,000-square foot library, when complete, will replace the existing leased storefront location in downtown Doral. Resolution No. R-1013-20 approved the contract for sale and purchase of the land needed for the project and Resolution No. R-994-21 approved the contract to provide design build services for the design and construction of the new Doral Branch Library,

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 2

a Building Better Communities: General Obligation Bond Program project. It is expected the new library will be completed in approximately late 2024.

In order to supplement available on-site parking spaces and meet parking requirements for the new library, the City of Doral is working cooperatively with the County to provide 28 additional parking spaces for use by the library and its patrons at the City Hall Parking Garage, which is adjacent to the site of the new library, for a term of twenty-five years.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: June 14, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(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. 8(C)(1)
6-14-22

RESOLUTION NO. _____ R-575-22

RESOLUTION APPROVING A CROSS-PARKING AGREEMENT WITH THE CITY OF DORAL TO PROVIDE NON-EXCLUSIVE PARKING SPACES AT CITY HALL PARKING GARAGE, 8401 NW 53 TERRACE, DORAL, FL 33166, FOR USE BY THE FUTURE DORAL BRANCH LIBRARY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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. The foregoing recital is incorporated into this resolution and is approved.

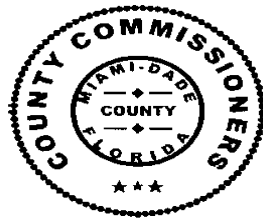
Section 2. This Board hereby approves the Cross-Parking Agreement, in substantially the form attached hereto as Attachment 1, with the City of Coral to provide 28 non-exclusive parking spaces located in the City Hall Parking Garage, located at 8401 NW 53 Terrace, Doral, FL 33166, for use by the Doral Branch Library.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Cross-Parking Agreement, exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 14th day of June, 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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

This instrument was prepared by:
Luis Figueredo
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

(Space reserved for Clerk)

Cross-Parking Agreement

This Cross-Parking Agreement (the "Agreement") is made and entered into this ____ day of _____ 2022, by and between Miami-Dade County through its Miami-Dade Public Library System (the "Receiver or the County") located at 101 West Flagler Street, 2nd Floor Miami, Florida 33130 and the City of Doral (the "Provider or City") located at 8401 N.W. 53rd Terrace Doral Florida 33166.

Recitals

WHEREAS, the parties desire to enter into this Agreement for purposes of providing the County with the non-exclusive right to use 28 parking spaces located on the City's property at no charge; and

WHEREAS, the County is the owner of the property, located in Downtown Doral, Florida, 33166 ("Library Parcel") as described in Exhibit "A"; and

WHEREAS, the City is the owner of the property located at 8401 N.W. 53rd Terrace Doral FL 33166, (Folio # 35-3022-032-0040) ("City Hall Parking Garage") as described in Exhibit "B", which is utilized as the parking garage for City Hall; and

WHEREAS, County is requesting to use 28 parking spaces, at no charge, to provide additional parking; and

WHEREAS, the City Hall Parking Garage contains a total of 249 visitor parking spaces, 28 spaces will be generally made available to the County except for certain dates where other community events take place.

NOW THEREFORE, THE CITY AND THE COUNTY AGREE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:

Section 1. Recitals. The forgoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Availability of Parking. The City hereby grants to the County the non-exclusive right to use 28 parking spaces located in the City Parking Garage for vehicular parking at no charge. If the City requires use of the spaces the City shall use its best efforts to notify the County at least 48 hours in advance.

Section 3. Change of Off-Street Parking Location.

The off-street parking shall not be changed to another off-street parking site without first obtaining the written approval of the Director of Planning and Zoning Department of the City or his designee in order that it may be determined whether the new location complies with appropriate City zoning requirements and regulations.

Section 4. Modification, Amendment, Release. No modifications, amendment shall be made to this Agreement without the written consent of the parties of this agreement. Minor modifications of this agreement such as changing the number of spaces required for the library parcel to comply with the City's parking requirements may be approved administratively. Any notices to the City required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by the recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

City of Doral
City Manager
8401 N.W. 53rd Terrace
Doral, Florida 33166

Section 6. Term. This Agreement shall be effective upon execution by both parties for a term of twenty-five years. This agreement may be terminated by the City in its sole discretion by providing no less than 90 days prior written notice to the County. The County shall discontinue its use of the parking spaces after the effective date of termination.

Section 7. Insurance. The County, through its on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County, and, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, will process any claims that may arise in connection with this Agreement and the same protection will be afforded as would be provided by a policy of insurance.

Section 8. Indemnification. The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitation of Section 768.23 Florida Statutes, subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements of portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all

personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the City.

This Section 8 shall survive termination of this Agreement.

Section 9. Severability. Invalidation of any one section of this Agreement, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

Section 10. Compliance with Laws. The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered the day and year first written above. The parties hereby agree to all the terms and conditions set forth above by signing below.

City of Doral:

By: _____
Hernan Organvidez
Acting City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ in the County and State aforesaid, by (name of executing party), of (name of Corporation) who is personally known to me or has produced _____, as identification.

My Commission Expires:

Miami-Dade County

By: _____
Print Name: Daniella Levine Cava
Title: Mayor

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ in the County and State aforesaid, by (name of executing party), of (name of Corporation) who is personally known to me or has produced _____, as identification.

My Commission Expires:

RESOLUTION No. 22-38

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A CROSS PARKING AGREEMENT WITH MIAMI-DADE COUNTY PUBLIC LIBRARY SYSTEM FOR THE NON-EXCLUSIVE USE OF (28) PARKING SPACES AT THE DORAL GOVERNMENT CENTER PARKING GARAGE, LOCATED AT 8401 NW 53 TERRACE, DORAL, FL, 33166 DURING REGULAR BUSINESS HOURS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the “Provider”) and Miami-Dade County Public Library System (the “Receiver or the County”) desire to enter into a cross parking agreement for purposes of providing the County with the non-exclusive right to use (28) parking spaces located at 8401 NW 53rd Terrace (the “City Hall Parking Garage”); and

WHEREAS, the County is the owner of the property generally located on the southwest corner of the NW 84 Avenue and NW 53rd Terrace intersection in Doral, FL, as described in “Exhibit A”; and

WHEREAS, the City of Doral is the owner of the property located at 8401 NW 53rd Terrace Doral, FL, as described in “Exhibit B,” which is utilized as the parking garage for City Hall; and

WHEREAS, the City Hall Parking Garage contains a total of 249 spaces, of which 28 spaces may be used by the County on a non-exclusive basis except for certain dates where other community events take place; and

WHEREAS, the Mayor and City Council of the City of Doral find the adoption of this Resolution is in the best interest of the health, safety and welfare of the residents of the City of Doral.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

Section 2. Approval. The City Council hereby approves the cross-parking agreement by and between Miami-Dade County Public Library System and the City of Doral for purposes of providing the County with the non-exclusive right to use (28) parking spaces located at the City Hall Parking Garage, as provided in “Exhibit C.”

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral and upon being put to a vote, the vote was as follows:

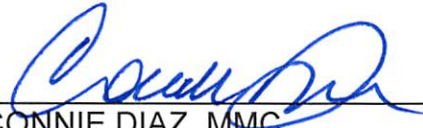
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of March, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

Exhibit A

A parcel of land situated in the County of Miami-Dade, State of Florida, more particularly described as follows:

A PORTION OF LOT 1, OF BLOCK 3, TRACT "D" AND LOTS 1, 2 AND A PORTION OF LOT 3, OF BLOCK 4, "DOWNTOWN DORAL MXD", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171, PAGE 35, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "D", SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 53RD TERRACE AS SHOWN ON SAID PLAT; THENCE S 88°37'50" E AS A BASIS OF BEARING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 57.00 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT; THENCE 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00" TO A POINT OF INTERSECTION WITH A TANGENT LINE, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTHWEST 84TH AVENUE; THENCE S 01°22'10" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 109.88 FEET; THENCE N 88°37'47" W FOR 84.91 FEET; THENCE N 01°22'13" E FOR 134.88 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 53RD TERRACE; THENCE S 88°37'50" E FOR 2.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

EXHIBIT B

DOWNTOWN DORAL NORTHWEST PB 169-034 T-23219 LOT 4 BLK 1 LOT SIZE 87086 SQ
FT FAU 35-3022-007-0131 & 0130

EXHIBIT “C”

This instrument was prepared by:
Luis Figueredo
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

(Space reserved for Clerk)

Cross-Parking Agreement

This Cross-Parking Agreement (the "Agreement") is made and entered into this ____ day of _____ 2022, by and between Miami-Dade County through its Miami-Dade Public Library System (the "Receiver or the County") located at 101 West Flagler Street, 2nd Floor Miami, Florida 33130 and the City of Doral (the "Provider or City") located at 8401 N.W. 53rd Terrace Doral Florida 33166.

Recitals

WHEREAS, the parties desire to enter into this Agreement for purposes of providing the County with the non-exclusive right to use 28 parking spaces located on the City's property at no charge; and

WHEREAS, the County is the owner of the property, located in Downtown Doral, Florida, 33166 ("Library Parcel") as described in Exhibit "A"; and

WHEREAS, the City is the owner of the property located at 8401 N.W. 53rd Terrace Doral FL 33166, (Folio # 35-3022-032-0040) ("City Hall Parking Garage") as described in Exhibit "B", which is utilized as the parking garage for City Hall; and

WHEREAS, County is requesting to use 28 parking spaces, at no charge, to provide additional parking; and

WHEREAS, the City Hall Parking Garage contains a total of 249 visitor parking spaces, 28 spaces will be generally made available to the County except for certain dates where other community events take place.

NOW THEREFORE, THE CITY AND THE COUNTY AGREE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT AS FOLLOWS:

Section 1. Recitals. The forgoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Availability of Parking. The City hereby grants to the County the non-exclusive right to use 28 parking spaces located in the City Parking Garage for vehicular parking at no charge. If the City requires use of the spaces the City shall use its best efforts to notify the County at least 48 hours in advance.

Section 3. Change of Off-Street Parking Location.

The off-street parking shall not be changed to another off-street parking site without first obtaining the written approval of the Director of Planning and Zoning Department of the City or his designee in order that it may be determined whether the new location complies with appropriate City zoning requirements and regulations.

Section 4. Modification, Amendment, Release. No modifications, amendment shall be made to this Agreement without the written consent of the parties of this agreement. Minor modifications of this agreement such as changing the number of spaces required for the library parcel to comply with the City's parking requirements may be approved administratively. Any notices to the City required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by the recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

City of Doral
City Manager
8401 N.W. 53rd Terrace
Doral, Florida 33166

Section 6. Term. This Agreement shall be effective upon execution by both parties for a term of twenty-five years. This agreement may be terminated by the City in its sole discretion by providing no less than 90 days prior written notice to the County. The County shall discontinue its use of the parking spaces after the effective date of termination.

Section 7. Insurance. The County, through its on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County, and, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, will process any claims that may arise in connection with this Agreement and the same protection will be afforded as would be provided by a policy of insurance.

Section 8. Indemnification. The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitation of Section 768.23 Florida Statutes, subject to the provisions of that Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements of portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all

personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the City.

This Section 8 shall survive termination of this Agreement.

Section 9. Severability. Invalidation of any one section of this Agreement, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

Section 10. Compliance with Laws. The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

In Witness Whereof, the Parties have caused this Agreement to be duly executed and delivered the day and year first written above. The parties hereby agree to all the terms and conditions set forth above by signing below.

City of Doral:

By: _____
Hernan Organvidez
Acting City Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ in the County and State aforesaid, by (name of executing party), of (name of Corporation) who is personally known to me or has produced _____, as identification.

My Commission Expires:

Miami-Dade County

By: _____
Print Name: Daniella Levine Cava
Title: Mayor

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ in the County and State aforesaid, by (name of executing party), of (name of Corporation) who is personally known to me or has produced _____, as identification.

My Commission Expires: