

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to section 2-9 and 2-10 of the Code, a parking license agreement between the City of Miami Gardens ("City") and Miami-Dade County, authorizing the Miami-Dade Police Department's ("MDPD") use of a parking garage and adjacent vacant parking lot to stage law enforcement personnel and vehicles during the second annual Formula 1 weekend; authorizing the County Mayor to execute future parking license agreements with the City allowing the MDPD to use city owned and/or operated facilities to stage law enforcement personnel and vehicles during future Formula 1 racing events taking place at Hard Rock Stadium, and to exercise the provisions contained therein

Resolution No. R-1076-23

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



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Parking License Agreement with the City of Miami Gardens Authorizing the Miami-Dade Police Department's Use of Parking Garage and Adjacent Vacant Parking Lot During Formula 1 Weekend

Executive Summary

This item seeks to ratify a Parking License Agreement (Agreement), attached to the resolution and labeled as Exhibit A, with the City of Miami Gardens (the City), authorizing the Miami-Dade Police Department's (MDPD) use of a parking garage and adjacent vacant parking lot to stage law enforcement personnel and equipment during Formula 1 weekend, which took place at Hard Rock Stadium from May 5, 2023 through May 7, 2023. The item also seeks the authority to execute, after a review of legal sufficiency by the County Attorney's Office, future agreements and other required documentation with the City, authorizing the MDPD's use of City owned and/or operated facilities, to stage law enforcement personnel and vehicles during future Formula 1 events taking place at Hard Rock Stadium.

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 the Agreement, attached to the resolution and labeled Exhibit A, between the City and Miami-Dade County (County), authorizing the MDPD's use of a parking garage and adjacent vacant parking lot to stage law enforcement personnel and vehicles, during Formula 1 weekend that took place at Hard Rock Stadium from May 5, 2023 through May 7, 2023. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute future agreements and other required documentation with the City, authorizing the MDPD's use of City owned and/or operated facilities to stage law enforcement personnel and vehicles during future Formula 1 events taking place at Hard Rock Stadium, and to exercise the provisions contained therein.

Scope

The parking garage and adjacent vacant parking lot used by the MDPD to stage law enforcement personnel and vehicles during Formula 1 Weekend are in District 1, which is represented by Commissioner Oliver G. Gilbert, III.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute, after a review of legal sufficiency by the County Attorney's Office, future agreements and other required documentation with the City, authorizing the MDPD's use of City owned and/or operated facilities to stage law enforcement personnel and vehicles during future Formula 1 events taking

place at Hard Rock Stadium. The County Mayor or County Mayor's designee is further authorized to exercise the provisions contained therein.

Fiscal Impact/Funding Source

There are no costs associated with the MDPD's use of the parking garage and adjacent vacant parking lot located in Miami Gardens during Formula 1 Weekend. As such, there is no fiscal impact to the County.

Track Record/Monitor

Assistant Director Edgardo Caneva, of MDPD's Public Safety & Emergency Response Services, will track and monitor these agreements.

Background

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. 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 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 provided law enforcement assistance to the City and the Miami Gardens Police Department during the inaugural Miami Grand Prix, and required the use of an area to stage law enforcement personnel and vehicles. As such, the City provided the MDPD with access to and use of a parking garage and adjacent vacant parking lot located within the City. The second annual Miami Grand Prix took place on May 7, 2023, with practice session taking place on May 5, 2023, and May 6, 2023. Once again, the MDPD provided law enforcement assistance during Formula 1 weekend and required use of a parking garage and adjacent parking lot located within the City. The Agreement attached to the resolution and labeled as Exhibit A, established the terms and responsibilities of each party as they related to the use of the parking garage and adjacent vacant parking lot owned and/or operated by the City.



Alfredo "Freddy" Ramirez, III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

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(I)(2)
12-12-23

RESOLUTION NO. _____ R-1076-23

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 ("CITY") AND MIAMI-DADE COUNTY, AUTHORIZING THE MIAMI-DADE POLICE DEPARTMENT'S ("MDPD") USE OF A PARKING GARAGE AND ADJACENT VACANT PARKING LOT TO STAGE LAW ENFORCEMENT PERSONNEL AND VEHICLES DURING THE SECOND ANNUAL FORMULA 1 WEEKEND; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE PARKING LICENSE AGREEMENTS WITH THE CITY ALLOWING THE MDPD TO USE CITY OWNED AND/OR OPERATED FACILITIES TO STAGE LAW ENFORCEMENT PERSONNEL AND VEHICLES DURING FUTURE FORMULA 1 RACING EVENTS TAKING PLACE AT HARD ROCK STADIUM, AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

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 this Board:

Section 1. Approves the Parking License Agreement ("Agreement") attached hereto as Exhibit A and incorporated herein between the City of Miami Gardens ("City") and Miami-Dade County, authorizing the Miami-Dade Police Department's ("MDPD") use of a parking garage and adjacent vacant parking lot to stage law enforcement personnel and vehicles during Formula 1 weekend which took place at the Hard Rock Stadium May 5, 2023 through May 7, 2023.

Section 2. Ratifies the Agreement as executed by the County Mayor's designee on behalf of Miami-Dade County in substantially the form attached hereto as Exhibit A.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute future agreements and other required documentation, in substantially the form attached hereto, with the City for the purpose of allowing the MDPD to use City owned and/or operated facilities to stage law enforcement personnel and vehicles during future Formula 1 events taking place at Hard Rock Stadium.

Section 4. Authorizes the County Mayor or County Mayor’s designee to exercise the provisions contained in future agreements with the City for the purposes outlined in Section 3 above.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "AVZ", is written over a horizontal line.

Anita Viciano Zapata

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

PARKING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 4 day of May, 2023 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 187th 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 5, 2023 through May 7, 2023).

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 with 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 "Freddy" Ramirez III
Chief of Safety and Emergency Response
111 NW 1st Avenue, 29th Floor
Miami, FL 33128

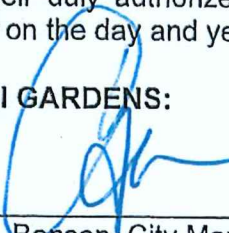
Miami Dade Police Department:
Alfredo "Freddy" Ramirez III, Director
9105 NW 25th Street
Doral, Florida 33172

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:

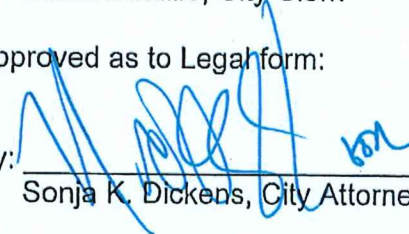
By: 
Cameron D. Benson, City Manager *Deed*

Date: 5/4/23

ATTEST:

By: 
Mario Bataille, City Clerk

Approved as to Legal form:

By: 
Sonja K. Dickens, City Attorney

MIAMI-DADE COUNTY:

By: [Signature]
Daniella Levine Cava, Mayor
Date: 5/4/2023

JD PATTERSON
CHIEF OF CORRECTIONS AND FORENSICS
MIAMI-DADE COUNTY, FL

MIAMI-DADE POLICE DEPARTMENT:

By: [Signature]
Alfredo "Freddy" Ramirez III, Director
Date: 5/04/23



ATTEST: [Signature] e-302751 Anthony Lavadie 5/4/2023, Deputy Clerk

By: Luis G. Montaldo
Luis G. Montaldo, Interim County Clerk
Miami-Dade County, Florida

Date: 5/4/2023

Approved as to Legal form:

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

Date: 5-4-23