

Business Operations
Joe Arriola, Chief Business Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF MIAMI PURSUANT TO THE MIAMI RIVER CORRIDOR URBAN INFILL AND REDEVELOPMENT PLAN

Section 163.065 of the Florida Statutes, known as the "Miami River Improvement Act 2000" (ACT), encourages local units of government to develop mechanisms which successfully promote the revitalization of the Miami River corridor and its surrounding neighborhoods.

In keeping with this goal, an integrated and coordinated federal, state, regional and local plan is to be formulated and adopted to promote a more livable and healthy urban environment. The Miami River Commission, an interagency entity, was created to identify and comprehensively address the designated infill area's needs with respect to revitalization and preservation, housing, crime prevention, economic development, land use incentives to encourage enhancement of the area and quality schools. A Joint Planning Agreement has already been approved by the City of Miami and Miami-Dade County.

This item would enable District staff to participate in the planning process and assist in promoting a quality urban environment within the Miami River Corridor Urban Infill Area.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent of Schools to enter into a Memorandum of Understanding with the City of Miami regarding the Miami River Corridor Urban Infill and Redevelopment Plan.

AAD:lh

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA AND THE CITY OF MIAMI**

This Memorandum of Understanding, made and entered into this _____ day of _____, 2002, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic (School Board) and the City of Miami (City), a municipal corporation of the State of Florida.

Whereas, the City and Miami-Dade County, Florida (County), a charter county of the State of Florida, have designated a corridor along the Miami River as an infill and redevelopment area; and,

Whereas, the Miami River Commission, an interagency entity created by the Florida Legislature under Section 163.03, Florida Statutes, has recommended that a joint City and County planning effort be undertaken for the Miami River; and,

Whereas, the City and County have both approved a Joint Planning Agreement entitled Miami River Corridor Plan (Attachment A); and,

Whereas, the City as lead agency seeks to designate the portions of its inner city/ urban core as an Urban Infill and Redevelopment Area (Infill Area) for the purposes of targeting neighborhood revitalization and preservation, housing, crime prevention, economic development and land use incentives to encourage enhancement of the area (Attachments B, C and D); and,

Whereas, the School Board recognizes that strong educational programming and quality school facilities are important components of neighborhood revitalization and preservation as well as student success and,

Whereas, several Miami-Dade County Public Schools are located within the Infill Area (Attachment E); and,

WITNESSETH

FOR AND IN CONSIDERATION OF the mutual commitment to improve the quality of the urban core environment, including schools, the City and School Board agree as follows:

SECTION 1: That subject to the availability of funding, the School Board will continue to provide quality services at the facilities listed in Attachment E through programs such as the following offered beyond the regular school educational programs:

1. Before-school Care
2. After-school Care
3. Community Classes
4. Enrichment Classes
5. Academics
6. Vocational Classes

SECTION 2: That in the continued spirit of good partnership, staff of the School Board will participate with staff of the City and County in ongoing dialogue concerning methods for enhancing educational facilities and programs available with the Infill Area, subject to the availability of funding and School Board approvals.

SECTION 3: That the School Board and City pledge to coordinate efforts that aim at enhancing public schools within the Infill Area to the extent practicable and subject to funding availability.

SECTION 4: This memorandum of understanding will become effective when approved by The School Board of Miami-Dade County, Florida and The City of Miami City Commission.

Signed, witnessed, executed and acknowledged this ____ day of, 2002.

The School Board of Miami-Dade County, Florida

Witnesses:

Attest: _____ print

Sign _____

By: _____

Perla Tabares-Hantman, Chair

Print _____

Attest: _____ print

Sign _____

By: _____

Merrett R. Stierheim, Secretary

Print _____

STATE OF FLORIDA)

)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, Chair and _____, Secretary who are personally known to me or who have produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)
My commission expires:

The City of Miami, Florida

Witnesses:

Attest: _____ print

Sign _____

By: _____

Carlos Gimenez, City Manager

Print _____

STATE OF FLORIDA)

)

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, City Manager, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign _____

Print _____

State of Florida at Large (Seal)

My commission expires:

JOINT PLANNING AGREEMENT

MIAMI RIVER CORRIDOR PLAN

THIS AGREEMENT is entered into between and among the City of Miami, a municipal corporation of the State of Florida, hereinafter referred to as "the City"; and Miami-Dade County, a charter county of the State of Florida, hereinafter referred to as "the County", and hereinafter sometimes referred to singularly or jointly as the "Party" or "Parties".

WHEREAS, Chapter 163, Part II, Florida Statutes (F.S.), establishes the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act") which, under Subsection 163.3171 (3), F.S., authorizes incorporated municipalities and counties to enter into agreements with each other to facilitate planning for areas of mutual interest; and

WHEREAS, both the City and the County have comprehensive plans in legal effect which include portions of the Miami River; and

WHEREAS, the Miami River is recognized as a vital economic, environmental and geophysical resource to both the City and the County, given the shared jurisdictional boundaries and importance of the River to the local economy; and

WHEREAS, it is appropriate that the City and the County work jointly to establish and implement a comprehensive plan, hereinafter referred to as the "Plan", covering a corridor the length of the Miami River, a map of said corridor is attached hereto as Exhibit A the Miami River Urban Infill and Redevelopment Area, and which takes into consideration the broad array of issues impacting and affected by this body of waters; and

WHEREAS, in 1999 the Florida Legislature created Sections 163.2511 through 163.2526, F.S., named the Growth Policy Act, setting forth an urban infill and redevelopment program which, among other things, provides grants and technical assistance to local

governments desirous of designating infill and redevelopment areas pursuant to said State statute; and

WHEREAS, the City and the County desire to designate an urban infill and redevelopment area for the Miami River Corridor, from water management structure S-26 to Biscayne Bay, and to apply for and receive benefits available thereunder to facilitate this process; and

WHEREAS, the designation of a corridor along the Miami River as an infill and redevelopment area requires the preparation of a planning document, such as the Plan described hereunder; and

WHEREAS, the Miami River Commission, an interagency entity created by the Florida Legislature under Section 163.06, F.S., has recommended that a joint City and County planning effort be undertaken for the Miami River and has offered its assistance in this effort;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **DESCRIPTION OF THE PLAN:** The Plan shall cover the area on both sides of the Miami River from water management structure S-26 to Biscayne Bay as generally depicted on the attached Exhibit A (hereinafter referred to as the "Area"). It is understood that the Area may be modified through the development of the plan, upon written approval of the County Manager of Miami-Dade County, as authorized by the Board of County Commissioners, and the City Manager or professional planning director for the City of Miami, and as may be deemed appropriate to the Plan, the planning process and related activities hereunder.

The Plan shall endeavor to create a unifying land use vision for the Miami River that gives consideration to the use of an overlay planning district and other redevelopment techniques. The Parties will seek the assistance of the Miami River Commission, and shall invite broad community input and participation. The Plan is intended to be a holistic redevelopment program that can be adopted and implemented by all levels of government as well as private and not-for-profit sectors.

2. **COMMITMENT OF RESOURCES:** The City and County agree to provide the personnel and support resources necessary to prepare the Plan. It is the intention of the Parties that every effort be made to obtain by hire the services of qualified professionals from the private sector to undertake the majority of the work required hereunder, particularly those activities directly related to drafting the physical document as the culmination of the planning process.

a) The City agrees to serve as the lead planning agency for the portion of the Area located within the municipal boundaries of the City and for the project in general.

b) The County agrees to serve as the lead planning agency to the unincorporated portion of the Area and shall provide technical assistance to the City on environmental and transportation planning matters that fall within the County's charter responsibilities.

3. **SCOPE OF WORK:** The City, with assistance from the County, shall prepare the Plan for the Area, which shall be sufficient to satisfy the State's requirements for designation as an Urban Infill and Redevelopment Area, as further provided herein. The Agencies shall adopt and implement the Plan subject to approval by the elected Boards of both Parties.

4. **FUNDING OPTIONS:**

a) In support of the Plan, the City, through the City Manager or planning director, shall prepare the grant application to the State of Florida to secure funding for the Plan, specifically for the purpose of preparing an urban infill and redevelopment plan for the

Miami River Corridor pursuant to Chapter 9B-69, Florida Administrative Code, Urban Infill and Redevelopment Assistance Grant Program and which meets with the approval of the Miami River Commission. The County, through the County Manager or planning director, shall assist the City in the preparation of the grant application.

- b) The City agrees to serve as the lead local government applicant for the duration of the State's Urban Infill and Redevelopment Assistance Grant Program.
- c) The City and the County, through their respective managers or planning directors, may additionally apply to such other governmental and/or private agencies as may provide appropriate financial or in-kind support to assist with the preparation and/or implementation of the Plan. Either Party may elect to serve as the lead administrative agency or grantee for such assistance, as may be appropriate to the funding source and as is approved by the Parties' respective managers or professional planning directors.
- d) Acceptance of such grants shall be subject to approval by the governing board of the lead local government applicant.

5. **PLAN APPROVAL:** The City and the County further agree, subject to the approval of the Plan by the governing boards of both Parties, to execute and implement the recommendations of the Plan appropriate to the jurisdiction of the respective entities.

6. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date on which the respective managers of Miami-Dade County and the City of Miami execute this Agreement, whichever is later.

7. **TERM OF AGREEMENT:** This Agreement shall be in effect for a period of five years after the effective date, or until cancelled as provided herein. This Agreement may be extended for additional one-year periods upon the written authorization the County Manager of Miami-Dade County and the manager or planning director of the City of Miami, subject to the availability and appropriation of funds.

8. **CANCELLATION OF AGREEMENT:** Either Party may cancel this Agreement at any time by giving written notice to the other Party requesting cancellation at least ten (10) business days prior to the effective date of such cancellation. In the event of any cancellation under this section, each party shall bear its own costs incurred as of the effective date of cancellation.

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Parties agree to comply with and observe all applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. **INDEMNIFICATION AND HOLD HARMLESS:** The City agrees to hereby indemnify and save harmless the County from any and all claims, liabilities, losses and causes of action, to the extent of the limitations included within Florida Statutes, Section 768.28. However, nothing herein shall be deemed to indemnify the County for any liability or claims arising out of the negligence, performance or lack of performance of the County.

The County hereby agrees to indemnify and save harmless the City from any and all claims, liabilities, losses and causes of action, to the extent of the limitations included within Florida Statutes, Section 768.28. However, nothing herein shall be deemed to indemnify the City for any liability or claims arising out of the negligence, performance or lack of performance of the City.

11. **DEFAULT:** If either Party fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then that Party shall be in default. Upon the occurrence of a default hereunder, the Party not in default, in addition to all remedies available to it by law, may immediately, upon written notice to the Party in default, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Party not in default to the other while said Party was in default shall be immediately returned. Both Parties understand and agree that termination of this Agreement under this section shall not release the Party in default from any obligation accruing prior to the effective date of termination.

12. **NONDISCRIMINATION:** Each Party represents and warrants to the other that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the performance under this Agreement on account of race, color, sex, sexual orientation, religion, age, handicap, marital status or national origin. Each Party further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, sexual orientation, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

13. **ASSIGNMENT:** This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the respective governing boards of the County and City. The hiring of qualified professionals from the private sector pursuant to Paragraph 2 shall not be considered an assignment of the agreement.

14. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other Party at the address indicated herein or to such other address as a Party may designate by notice given as herein provided. Notice shall

be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO THE COUNTY:

M.R. Steirheim
County Manager
111 NW First Street, 29th Floor
Miami, FL 33128

TO THE CITY:

Carlos A. Gimenez
City Manager
444 SW 2nd Avenue – 10th Floor
Miami, FL 33130

Guillermo E. Olmedillo, Director
Department of Planning & Zoning

Copy to:
Ana Gelabert-Sanchez, Director
Planning & Zoning Department

15. MISCELLANEOUS PROVISIONS:


- a) This Agreement shall be construed and enforced according to the laws of the State of Florida.
- b) Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- c) No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- d) This Agreement constitutes the sole and entire agreement between the Parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties hereto.

16. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

17. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
18. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.
19. **APPROVAL BY THE OVERSIGHT BOARD:** The State of Florida has appointed an Emergency Financial Oversight Board (the "Oversight Board") that is empowered to review and approve all pending City contracts. As a result, contracts shall not be binding on the City until such time as they have been approved by the Oversight Board. Attestation of this Agreement by the City Clerk shall constitute evidence of its approval by the Oversight Board.
20. **AMENDMENTS:** This Agreement may be modified only by an agreement in writing approved by the governing board or commission of the City and the County, respectively.
21. **SEVERABILITY:** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, Miami-Dade County or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use


In witness whereof, the Parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

CITY OF MIAMI, a municipal corporation of the State of Florida



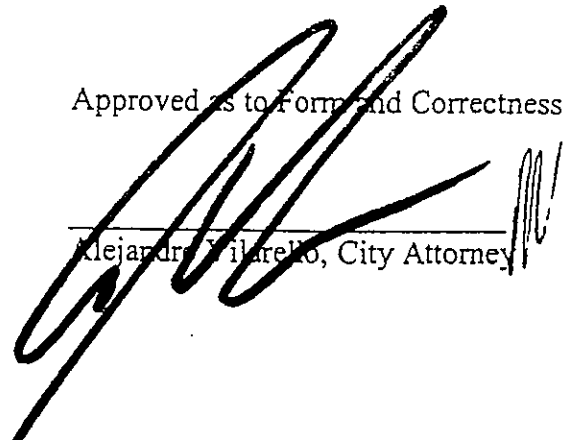
Carlos A. Gimenez, City Manager

Date

Attest: 


Walter Foeman, City Clerk

Approved as to Form and Correctness



Alejandro Filarello, City Attorney

Approved as to Insurance Requirements

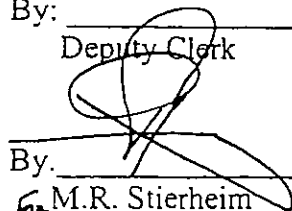


Mario Soldevilla, Risk Management Administrator

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: 

for M.R. Stierheim
County Manager

Date: 9/13/00

Approved by County Attorney as
to form and legal sufficiency. _____

■ Miami River Urban Infill & Redevelopment Study Area

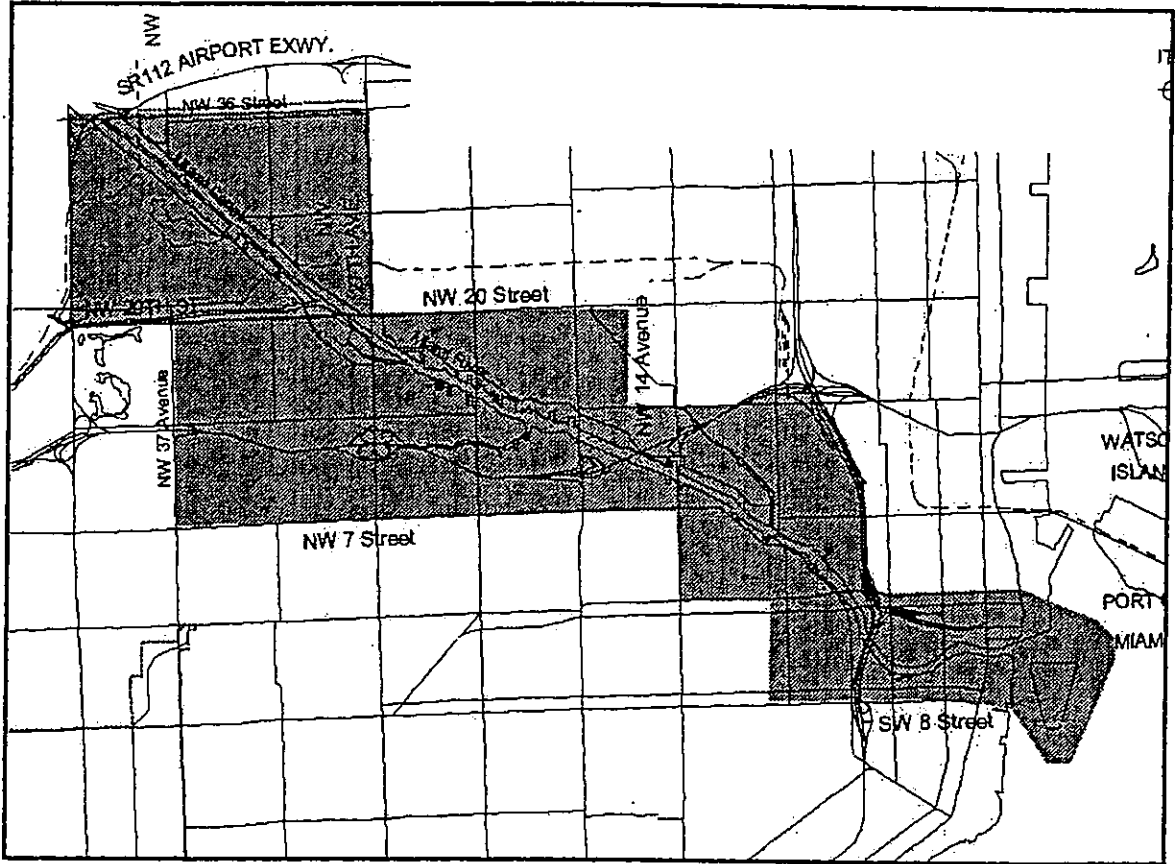
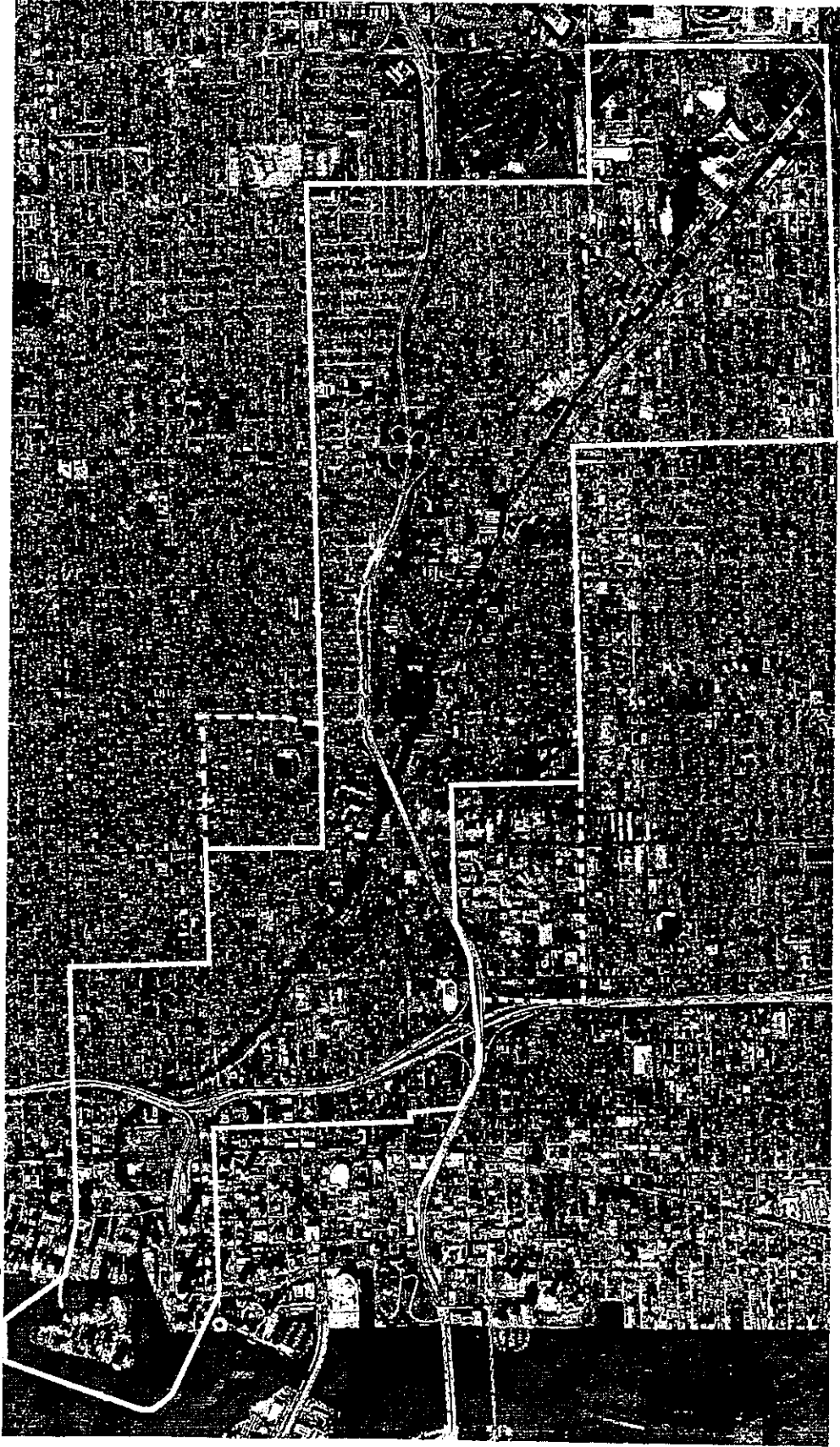


Exhibit A

MIAMI RIVER CORRIDOR URBAN INFILL PLAN



MIAMI RIVER



MIAMI RIVER CORRIDOR URBAN INFILL BOUNDARY

Miami River North shore, from East to West: West on Flagler Street, North on N.W. 2 Avenue, West on I-395, North on I-95, West on N.W. 20 Street, North on N.W. 27 Avenue, West on N.W. 36 Street, to the Miami River.

Miami River South shore, from East to West: West on S.E. 8 Street, North on S.W. 7 Avenue, West on Flagler Street, North on N.W. 17 Avenue, West on N.W. 7 Street, North on N.W. 37 Avenue, West on N.W. 21 Street, North on N.W. 42 Avenue to the Miami River.

**SCHOOLS LOCATED WITHIN THE CITY OF MIAMI
URBAN INFILL AND REDEVELOPMENT AREA**

Frederick Douglas Elementary
314 N.W. 12 Street

Kensington Park Elementary
711 N.W. 30 Avenue

Melrose Elementary
3050 N.W. 35 Street

Booker T. Washington Senior High
1200 N.W. 6 Avenue

George T. Baker Aviation
3275 N.W. 42 Avenue

Juvenile Justice Center
3300 N.W. 27 Avenue