

RESOLUTION No. 2008-162-849

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH ALONZO MOURNING CHARITIES, INC., FOR THE CONSTRUCTION, OPERATION AND ADMINISTRATION OF THE BUNCHE PARK YOUTH CENTER, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens City Council and Alonzo Mourning Charities, Inc. ("AMC" or "Charity") recognize the need to establish a facility that provides a positive outlet for underserved youth in the City of Miami Gardens/Bunch Park Community, and

WHEREAS, as such, it is the intent of the City of Miami Gardens to partner with AMC Miami Gardens, a to-be-formed subsidiary, to construct a recreational facility no less than 40,000 square feet in size, to host a series of educational enhancement and sports development programs at Bunch Park, located at or adjacent to 15600 Bunche Park Drive West, Miami Gardens, Florida, to be title Bunche Park Youth Center or such other mutually agreeable name, and

WHEREAS, the City and AMC have agreed to formalize the terms and conditions regarding the construction, operation and administration of the Bunche Park Youth Center,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Memorandum of Understanding with Alonzo Mourning Charities, Inc., for the construction, operation and administration of the Bunche Park Youth Center, a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Memorandum of Understanding, with one to be maintained by the City; with one to be delivered to Alonzo Mourning Charities, Inc.; and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 10, 2008.



SHIRLEY GIBSON, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

Resolution No. 2008-162-849

MOVED BY: Vice Mayor Watson
SECOND BY: Councilman Bratton

VOTE: 7-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MIAMI GARDENS AND ALONZO MOURNING CHARITIES, INC. FOR THE
CONSTRUCTION AND OPERATION OF THE
BUNCHE PARK YOUTH CENTER**

The City of Miami Gardens City Council and Alonzo Mourning Charities, Inc. ("AMC or "Charity") recognize the need to establish a facility that provides a positive outlet for underserved youth in the City of Miami Gardens/Bunche Park Community. As such, it is the intent of the City of Miami Gardens to partner with AMC Miami Gardens, a to-be-formed subsidiary to construct a recreational facility, no less than 40,000 square feet in size, to host a series of educational enhancement and sports development programs at 2245 Bunche Park Drive West, Miami Gardens, Florida, to be titled ***Bunche Park Youth Center or such other mutually agreeable name.***

As a result of recent negotiations between the City of Miami Gardens (City) and AMC, both parties have agreed to formalize the terms and conditions regarding the construction, operation, and administration of the ***Bunche Park Youth Center.***

The purpose of this agreement will be to establish the parameters regarding the partnership for the construction of the Center, establish the basic responsibilities of both parties, clarify ownership, construction funding, operation, and governance.

I. Property Lease Process:

The City has selected a site for lease to AMC Miami Gardens, Inc. The City has purchased properties located at 2245 W. Bunche Park Drive for the specific purposes of leasing to the Charity for the purpose of stated in the preamble of the agreement. As such, the property will be renovated to accommodate specific requirements of the Self-Enhancement, Inc. (SEI) or SEI-like model program (hereinafter referred to as the "Program" or "Model Program").

The City and the Charity agree to execute a lease agreement that will address the terms and conditions of the leased facility in accordance with the provisions of the City of Miami Gardens Charter.

In that lease agreement, the City and Charity must agree that:

1. The property will be purchased by the City and leased to AMC under an exclusive lease agreement for a period not to exceed five (50) years.
2. The City will remain the owner of the facility into perpetuity.

3. At the end of the lease, the City may have the option to extend the existing lease for the similar terms and conditions; to offer the option to purchase the property at fair market value; or to not renew the lease.
4. The City's responsibilities will include ownership, operations and maintenance of the facility.
5. The Charity's responsibilities will include the facilitation of programming and coordination of staff for the facility.

II. City Responsibilities:

The City will lease the Charity a properties located at 2245 W. Bunche Park Drive for the construction of a recreational facility no less than 40,000 square feet in size.

The terms of the lease agreement shall be in accordance with the Section 1.4 (B) of the City of Miami Gardens charter.

The City will pledge that certain amount to be determined and agreed upon at a later date towards the construction of the recreational building.

The City will take an active role in assisting the Charity in its fundraising efforts to support this project.

Once the Center is operational, the City agrees to maintain and fund overhead costs associated with the facility, such as: electricity, water and sewer, property insurance, janitorial services, building maintenance and management in an amount not to exceed the general fund budget allocation in any one fiscal year. All costs incurred by the Charity in the operations of the programs of the Center that exceed the budget allocation shall be the responsibility of the Charity.

The City will hire a full time Facilities Manager for the Center who will be responsible for the day to day management of the facility. The role of the Facilities Manager will be limited to supervision of City employees, building and facilities management; at no time will the Center Facilities Manager dictate programming or scheduling during the normal business hours of the Charity. The Center Facilities Manager will be trained in the Self Enhancement, Inc. ("SEI") or SEI-like philosophy by AMC Miami Gardens and will be responsible for ensuring that all City staff at the Center adheres to the Model Program. The City will be responsible for coordinating the recreational element of the Model Program. Upon consultation with the Program Director, City staff will establish an appropriate schedule of recreational activities to enhance the educational component being provided by the Charity. The recreation schedule will be driven by the Model Program and in conjunction with the City's programming.

III. Charity Responsibilities:

With the exception of the certain to-be-determined dollars in construction costs that will be funded by the City, the Charity will raise all remaining funds necessary to complete the construction of the Center which shall be determined and agreed upon at a later date.

Once the Center is operational, the Charity agrees to cover its own program expenses associated with the educational component including, but not limited to, daily case management, student advocacy inside public schools, tracking scholastic achievement, attendance, and behavior of the students—all covered in the "Core" element of the Model Program.

The Charity will hire a full time Center Program Director who will be responsible for the day to day implementation of the Program at the Center. The role of the Program Director will be limited to program management; at no time will the Program Director handle or implement facility management issues.

The Charity will provide Model Program training to all City staff working in the facility.

The Program Director will be responsible for reporting requirements, as applicable, to the City.

IV. Ownership:

The City will be the owner of record for the Center and surrounding amenities.

The City and the Charity will enter into a lease agreement for the use of the facility. The terms of the Lease Agreement will be negotiated and executed prior to the start of construction on the Center. The initial term shall not exceed 50 years.

The lease agreement will dictate the legal responsibilities of both parties for the operation of the facility, as well as outline insurance requirements, operational details, and liability issues.

V. Design and Construction of the Center:

No later than ninety (90) days from the full execution of the Memorandum of Understanding between the City and the Charity, the parties shall determine the architect of record for the design and construction of the Center. Alonzo Mourning Charities, shall be solely responsible for contracting with the architect of record. However, the City shall

have the final approval on the architect, which approval shall not be unreasonably withheld.

No later than one hundred thirty-five (135) days from the full execution of this Memorandum of Understanding between the City and the Charity, the parties shall establish a project scope, which will include all program and space requirements for the building in order to begin the architectural design process.

No later than three hundred sixty-five (365) days from the full execution of this Memorandum of Understanding between City of Miami Gardens and Alonzo Mourning Charities, the City and the Charity shall establish a Capital Campaign Strategy for the construction of the ***Bunche Park Youth Center***.

All documents relating to design and construction of the Center including, but not limited to, site plans, schematic design, and conceptual documents will be mutually agreed upon between the City and the Charity.

All decisions regarding fixtures, equipment, and maintenance related items will be mutually agreed upon between the City and the Charity.

In the event of an impasse between the City and the Charity during the design and construction of the Center deference will be given to The City.

The City will be the final decision making authority on the following:

- Aesthetics
- Maintenance related issues
- Infrastructure (i.e. irrigation, plumbing, etc.)
- Utilities
- Security and external improvements

The Charity will be the final decision making authority on the following:

- Internal space programming
- Internal fixtures and Equipment

The City and the Charity will establish a ***Bunche Park Youth Center Trust Fund*** through which all funds in support of the construction of the project will be deposited.

The City and Charity will determine the methods, timing, and circumstances through which construction funding will be deposited and withdrawn from the Trust Fund. The Trust fund must be established prior to the start of construction.

The City may relinquish responsibility for construction management to the Charity. The City may exercise its option to relinquish construction management when both parties establish an agreed upon Construction Monitoring Plan, through which the City Project Managers will have the ability to review and approve all transactions, including work

orders, change orders, progress reports, construction documents, invoices, and any other unmentioned but applicable material prior to actual work being performed.

If the parties are unable to meet the respective benchmarks outlined in Section V, then either party may terminate the arrangements with thirty (30) days notice and after a reasonable opportunity to cure

VI. Operations:

The City and the Charity shall co-exist in the Center in true partnership. The City will be responsible for facility management and recreational programming, and the Charity will be responsible for the Model Program and scheduling decisions in the facility during program hours.

The City and the Charity agree to implement the Model Program as the philosophy of the operation. In order to ensure that the Model Program Infrastructure is in place prior to opening the facility, the City and the Charity agree that student intake and activity will not begin prior to the full implementation of the Model Program infrastructure and training.

The Charity will have a first-right-of-refusal on facility use. The City and the Charity will establish annually, Model Program hours. The Charity will establish Model Program hours no later than September 1 of each year.

The City may utilize the facility for other community programming outside of the program hours set by the Charity with the understanding that City program activities shall not be in conflict with the program guidelines provided by the Model Program.

All employees or volunteers working at the Youth Center will be subject to a nationwide and statewide criminal background check. Employees and volunteers who do not meet the City's guidelines will not be permitted to work at the Youth Center. No later than October 1 of each year the Charity will provide the City with criminal background check verification on all employees of the Charity.

VII. Future Funding and Governance:

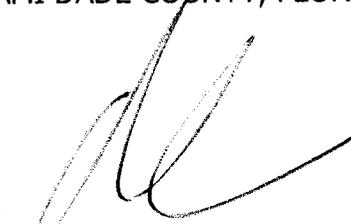
It is the intent of the City of Miami Gardens and the Alonzo Mourning Charities, Inc. to create an independent Board of Directors for the Bunche Park Youth Center. The City and the Charity will establish the Board Composition and Bylaws prior to the completion of the Center.

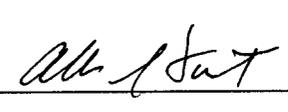
The primary responsibility of the Board will be to raise funding for annual program costs for the Center.

AMC Miami Gardens, will retain governance and funding responsibilities for the Bunche Park Youth Center until the Board of Directors for the Center is able to successfully cover its program costs for two (2) consecutive budget years.

CITY OF MIAMI GARDENS:
MIAMI DADE COUNTY, FLORIDA

ALONZO MOURNING CHARITIES, INC:
MIAMI DADE COUNTY, FLORIDA

By: 
Dr. Danny O. Crew

By: 

Title: City Manager

Treasurer and Member
Title: Chairperson of the Board


Sonja Knighton Dickens, Esq.
Approved as to form and legal
Sufficiency:



Sonja Knighton Dickens, Esq.
City Attorney