



MEMORANDUM

GOE

AGENDA ITEM NO. 5(S)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 10, 2003

FROM: Steve Shiver
County Manager

SUBJECT: Resolution Ratifying the
County Manager's Action
Executing a Temporary Lease
Agreement with Gaedeke
Holdings, Ltd.

RECOMMENDATION

It is recommended that the Board approve and ratify the County Manager's action executing a Temporary Lease Agreement between Miami-Dade County and Gaedeke Holdings, Ltd. There is no cost to the County.

BACKGROUND

On November 5, 2003 the Office of Public Transportation Management (OPTM) was created in order to manage the activities included in the People's Transportation Plan. OPTM was created to provide the necessary support staff to the Citizens' Independent Transportation Trust (CITT).

The office space available in the Stephen P. Clark Center (SPCC) is not sufficient to accommodate both Miami-Dade Transit (MDT) and the Office of Public Transportation Management (OPTM) departments. OPTM through General Services Administration (GSA) sought viable office space in the Downtown area. During this time, there was a unique opportunity to obtain free rent for a period of time pending the approval of a permanent lease.

On February 21, 2003, a Temporary Lease Agreement was executed between Miami-Dade County and Gaedeke Holdings, Ltd. Under the terms of the Temporary Lease Agreement, OPTM shall have the right to exclusive possession of 7,298 square feet of office space located on the 28th floor of the Museum Tower, 150 West Flagler Street, Miami, Florida. This Temporary Lease Agreement will remain effective until the Board and the Citizens' Independent Transportation Trust (CITT) approve and execute a permanent Lease Agreement. In the event that the Board and CITT do not approve a permanent Lease Agreement, OPTM will vacate the premises.



MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 3, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION
EXECUTING A TEMPORARY LEASE AGREEMENT WITH
GAEDEKE HOLDINGS, LTD.

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 hereby ratifies the County Manager's action executing a Temporary Lease Agreement with Gaedeke Holdings, Ltd.

The foregoing resolution was offered by Commissioner

, who moved its adoption. The motion was seconded by Commissioner

, and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorin D. Rolle
Katy Sorenson

Dr. Barbara Carey-Shuler
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

TEMPORARY RENTAL AGREEMENT

THIS AGREEMENT is made as of the 12 day of FEB, 2003 by and between GAEDEKE HOLDINGS, LTD., a Texas limited partnership ("Lessor"), and Miami Dade County, a political subdivision of the State of Florida ("Lessee"),

WITNESSETH:

WHEREAS, Lessor and Lessee agree that Lessor will rent to Lessee on a temporary basis, Suite 2800 on the twenty-eighth (28th) floor of Museum Tower, consisting of approximately 7,297 rentable square feet, as more particularly shown on Exhibit "A", attached hereto and made a part hereof (the "Temporary Premises"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.
2. Subject to the provisions of this Agreement, Lessee shall have the right to the exclusive possession and use of the Temporary Premises for a period (the "Occupancy Period") commencing on February 15, 2003 (the "Commencement Date") and continuing until the later of (i) July 1, 2003 or (ii) Substantial Completion of the Lessee Improvements of the Permanent Premises, as hereinafter defined or if Lessee does not get approval from the Citizen's Transportation Independent Trust (CITT) to execute a Lease for the Permanent Premises (the "Termination Date"). Lessee may use and occupy the Temporary Premises during the Occupancy Period as executive and general administrative offices, subject to Lessor's right to enter (with reasonable notice if during normal business hours) to show such space to prospective purchasers, Lessees, insurers, or inspectors and to conduct maintenance or make repairs as needed.
3. Lessee is currently negotiating with Lessor for the entire second (2nd) floor, the entire twenty-eighth (28th) floor and a portion of the twenty-ninth (29th) floor (the "Permanent Premises").
4. During the Occupancy Period, Lessee shall pay Lessor total rent in the amount of One and 00/100 Dollars (\$1.00), payable by July 1, 2003.
5. Lessor shall provide the following services to Lessee during the Occupancy Period:
 - a. cold water at those points of supply provided for general use of Lessees of the Building;
 - b. heating and air-conditioning to the Temporary Premises from 7:00 a.m. to 6:00 p.m. on weekdays other than holidays and from 8:00 a.m. to 1:00 p.m. on Saturdays, (excepting normal business holidays), under normal business operations;
 - c. electrical power to the Temporary Premises twenty-four hours-a-day, every day, sufficient for lighting and for the operation of Lessee's office machines, which include among other items, micro-computers, electronic typewriters, and photocopy machines;
 - d. routine maintenance and electric lighting service for all common areas of the Building;

- e. janitorial service to the Premises, Monday through Friday (except normal business holidays), consistent with the janitorial service Lessor generally provides at no additional cost to Lessees of the Building; and
- f. elevator service in common with the Lessees of the Building for ingress to and egress from the Premises, provided that there shall be at least one passenger elevator operating and serving the Premises at all times.

6. Lessee shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused by the negligence of Lessee, subject to all limitations of Florida Statutes, Section 768.28.

7. Lessee does hereby agree to indemnify and hold harmless the Lessor to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute. Lessee waives all claims against Lessor for damage to Lessee's tangible property. However, nothing herein shall be deemed to indemnify the Lessor from any liability or claim arising out of the negligent performance or failure of performance of the Lessor or any unrelated third party.

8. Lessee shall accept possession of the Temporary Premises in "as-is" condition. Any alterations or improvements to the Temporary Premises shall be constructed or installed at Lessee's sole expense; provided that Lessee shall obtain Lessor's prior written approval, which approval shall not be unreasonably withheld, of the plans and specifications for any such alterations or improvements and shall also obtain, at Lessee's expense, all necessary governmental building permits and approvals for same. Notwithstanding Lessor's approval of any such alterations or improvements, Lessee shall, at its expense, restore the Temporary Premises to its original condition upon vacating, normal wear and tear excepted; provided that Lessor may elect, at its sole option, to permit Lessee to allow some or all such alterations or improvements to remain.

9. (a) The following events shall be deemed to be "events of default" by Lessee under this Agreement: (i) Lessee shall fail to pay any rent or other sum of money due hereunder and such failure shall continue for a period of five (5) days after the date such sum is due; (ii) Lessee shall fail to comply with any provision of this Agreement or any other agreement between Lessor and Lessee not requiring the payment of money (all of which terms, provisions and covenants shall be deemed material) and such failure shall continue for a period of ten (10) days after written notice of such default is delivered to Lessee; (iii) the leasehold hereunder demised shall be taken by execution or other process of law in any action against Lessee; (iv) Lessee notifies Lessor, at any time prior to the Commencement Date, that Lessee does not intend to take occupancy of the Temporary Premises upon the Commencement Date, or Lessee shall fail to promptly move into and take possession of the Temporary Premises when the Temporary Premises are ready for occupancy or shall cease to do business in or abandon any substantial portion of the Temporary Premises.

(b) Upon the occurrence of any event or events of default by Lessee, whether enumerated in this Paragraph or not, Lessor shall have the option to pursue any one or more of the following remedies without any notice (except for that expressly required by Subparagraph 9(a) or demand for possession whatsoever (and without limiting the generality of the foregoing, Lessee hereby specifically waives notice or demand requirements imposed by applicable law): (i) terminate this Agreement, in which event Lessee shall immediately surrender the Temporary Premises to Lessor; (ii) terminate Lessee's right to occupy the Temporary Premises and re-enter and take possession of the Temporary Premises (without terminating this Agreement);

In the event Lessor elects to re-enter or take possession of the Temporary Premises after Lessee's default, Lessee hereby waives notice of such re-entry or repossession. Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, expel or remove Lessee and any other person who may be occupying said Temporary Premises or any part thereof. All Lessor's remedies shall be cumulative and not exclusive. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) This Paragraph shall be enforceable to the maximum extent not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion. To the extent any provision of applicable law requires some action by Lessor to evidence or effect the termination of this Agreement or to evidence the termination of Lessee's right of occupancy, Lessee and Lessor hereby agree that notice, either oral or by telephone, or by any act of Lessor that comes to the attention of Lessee, its agents, servants or employees, which reflects Lessor's intention to terminate, shall be sufficient to evidence and effect the termination herein provided for, but Lessee hereby agrees that, as between Lessor and Lessee, its successors and assigns, no such notice shall ever be necessary to effect a termination hereunder.

10. Lessee may not assign this Agreement or sublet all or any portion of the Premises.

11. Time is of the essence of this Agreement.

12. To be enforceable, any modification or amendment to this Agreement must be in writing and designed by both parties hereto.

13. Any notice to be given by either party shall be effective only if delivered by certified mail, return receipt requested, to the address set forth below:

As to Lessor: Gaedeke Holdings, Ltd.
c/o Gaedeke Landers Realty
150 West Flagler Street, Suite 2650
Miami, Florida 33130
Attn: Property Manager

with a required copy to: Gaedeke Holdings, Ltd.
3710 Rawlins, Suite 1000
Dallas, Texas 75219

As to Lessee: Miami Dade County, a political subdivision of the State of
Florida
150 West Flagler Street, Suite 2800
Miami, Florida 33130
Attn:

Either party may alter its address by written notice to the other party as provided herein. Any notice given pursuant to this Paragraph shall be effective as of the third (3rd) day following the date postmarked.

14. The term "Lessor", as used in the Agreement, shall mean only the owner or owners, at the time in question, of the fee title to the Building. In the event of any transfer of such title or interest, Lessor as named in the Agreement (and in the case of any subsequent transfers, then the grantor) shall be relieved from and after the date of such transfer of all liability in respect of Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee.

The obligations contained in the Agreement to be performed by Lessor shall, subject to the above, be binding on Lessor's successor's and assigns, only during their respective periods of ownership.

The obligations of Lessor under the Agreement do not constitute personal obligations of Lessor or the individual partners, shareholders, directors, officers, and property managers and Lessee shall look solely to Lessor's then existing interest in the Building, and to no other assets of Lessor, for

satisfaction of any liability in respect of the Agreement, and will not seek recourse against the individual partners, shareholders, directors, officers, property managers or any of their personal assets for such satisfaction. No other properties or assets of Lessor shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Lessee arising out of or in connection with the Agreement, the relationship of Lessor and Lessee, or Lessee's use of the Temporary Premises.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

WITNESSES:

Shanna Segjeski

Shanna Segjeski

Print Name

[Signature]

Signature

Konrad Manojewski

Print Name

LESSOR:

GAEDEKE HOLDINGS, LTD., a Texas limited partnership, acting by and through its general partner, Gaedeke Investments, Inc., a Delaware corporation

By:

Sabine Gaedeke Stener

Its:

Executive Vice President.

Date of Execution by Lessor:

2/12/03

LESSEE:

MIAMI DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By:

[Signature]

Name:

Thomas David

Title:

Assistant County Manager

[Signature]

Signature

Tronnie Andres

Print Name

[Signature]

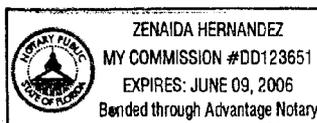
Signature

JACK FURNEY

Print Name

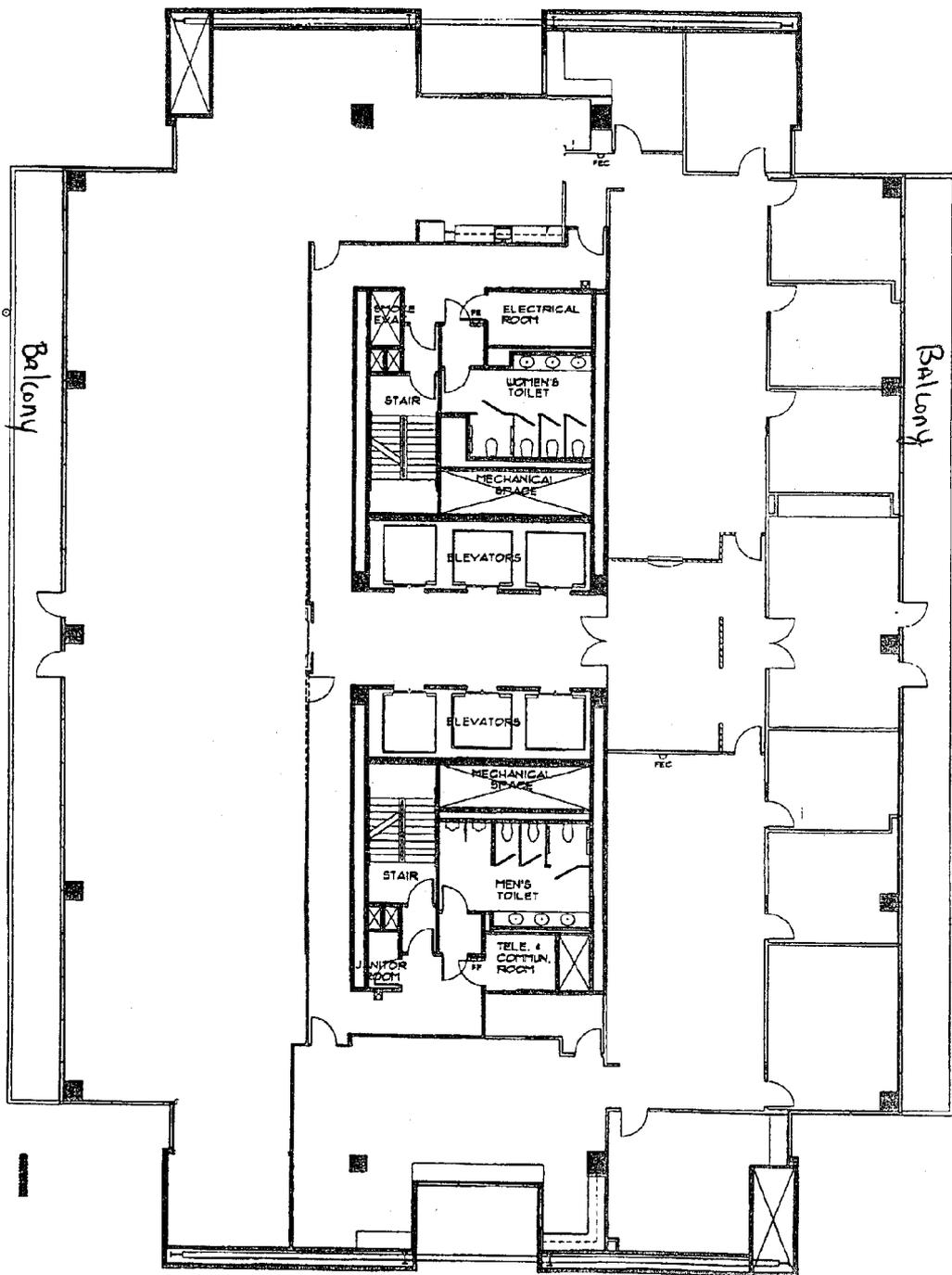
Date of Execution by Lessee

2/21/03



Zenaida Hernandez
02/24/03

EXHIBIT "A"



Scale: N.T.S.
December 2nd, 2002

Museum Tower

28th Floor

CAEDEK LANDERS
A FLORIDA LIMITED PARTNERSHIP



PI
insight
design
1315 Parkside
Suite 2400
Miami Beach
FL 33139
305 655 8909