

MEMORANDUM

Agenda Item No. 7(F)(1)(D)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** **January 20, 2004**

FROM: George M. Burgess
County Manager 

SUBJECT: Amendment to Lease at
11025 SW 84 St, Cottage # 5
with Association for Retarded
Citizens, South Florida, Inc.
Property # 4031-01-88

The attached amendment to lease agreement has been prepared by the General Services Administration at the request of the Department of Human Services and is recommended for approval.

- PROPERTY:** 11025 S.W. 84 Street, Cottage # 5, Miami.
- OWNER:** Miami-Dade County.
- TENANT:** Association for Retarded Citizens, South Florida, Inc., a not-for-profit corporation.
- COMPANY PRINCIPAL:** Michael Messer – Executive Director.
- PURPOSE OF AMENDMENT:**
- a) To increase leased square footage by 4,781 square feet by adding Cottage # 5 (“Expanded Space”). The monthly rent for the “Expanded Space” shall be \$848.62, or \$10,183.53 annually, which is equal to \$2.13 per square foot.
 - b) Tenant, at its cost and expense, will complete all related improvements, repairs, maintenance and renovations. Tenant will assume all telephone installations costs and ongoing expenses related to same.
 - c) The tenant currently occupies 10,000 square feet at the current location, together with playground and parking areas.

JUSTIFICATION: The Association for Retarded Citizens, South Florida, Inc. (ARC) has been providing counseling, therapeutic, educational and recreational programs for children with disabilities from its existing space at this location. ARC currently operates the Sandor Wiener School of Opportunity, a charter school for children with disabilities, which is located in the north end of the County. A number of parents have requested that a satellite unit of this charter school be established in the south-end of the County so that they do not have to travel so far. Cottage # 5 will be utilized for this satellite charter school. ARC, at its sole expense, will make improvements to this cottage in order to provide the additional required space.

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page Two

FINANCIAL IMPACT:

Annual rent is \$10,183.53, which is equal to \$2.13 per square foot. The rental rate shall be subject to rent adjustment based on a joint review of operating expenses by both the Program and the Department of Human Services.

EFFECTIVE DATES
OF AMENDMENT:

The term of this Amendment to Lease Agreement shall commence upon approval by the Board of County Commissioners, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override of this Board, and shall terminate on February 19, 2010, unless the term shall be otherwise extended or renewed by tenant pursuant to the Lease, as amended, whereby the Amendment to Lease Agreement shall be coterminous therewith.

CURRENT LEASE:

The current lease agreement was approved on February 8, 2000 by Resolution R-114-00. The lease commenced on February 20, 2000 for ten years with two additional five year renewal option periods.

COMMENTS:

Attached for your information is a copy of the previously approved resolutions and memoranda with data concerning the lease.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(D)

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. 7(F)(1)(D)
1-20-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO LEASE AGREEMENT AT 11025 S.W. 84 STREET, COTTAGES # 6 & 7, MIAMI, WITH ASSOCIATION FOR RETARDED CITIZENS, INC., A NOT-FOR-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED FOR THE OPERATION OF A SATELLITE SCHOOL FOR CHILDREN WITH DISABILITIES; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 hereby approves the Amendment to Lease Agreement between Miami-Dade County and Association for Retarded Citizens, South Florida, Inc., a not-for-profit corporation, for premises to be utilized for the operation of a satellite school for children with disabilities, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute it for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any all other rights conferred therein.

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:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. 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. RR

Richard B. Rosenthal

By: _____
Deputy Clerk

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 6(F)(1)(J)
2-8-00

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

RESOLUTION NO. R-114-00

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AT 11025 S.W. 84 STREET, COTTAGES 6 AND 7, MIAMI, WITH THE ASSOCIATION FOR RETARDED CITIZENS, SOUTH FLORIDA, INC., A NOT-FOR-PROFIT CORPORATION; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 hereby approves the Lease Agreement between Miami-Dade County and the Association for Retarded Citizens, South Florida, Inc., a not-for-profit corporation, for premises utilized to provide counseling, therapeutic, educational and recreational programs for infants, toddlers and pre-school children with physical and mental disabilities, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and authorizes the County Manager to exercise any and all other rights conferred therein.

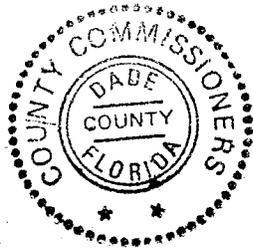
The foregoing resolution was offered by Commissioner ~~Gwen Margolis~~

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

Dorrrin D. Rolle and upon being put to a vote the vote was as follows:

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey-Shuler	absent	Miguel Díaz de la Portilla	aye
Betty T. Ferguson	absent	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	absent
Dennis C. Moss	aye	Pedro Reboredo	absent
Dorrrin D. Rolle	aye	Katy Sorenson	aye
	Javier D. Souto	absent	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of February, 2000. 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

KAY SULLIVAN
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency. *[Signature]*

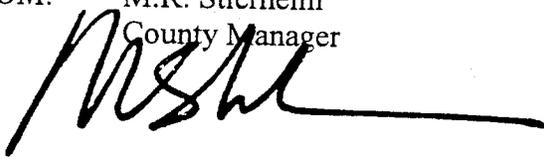
MEMORANDUM

Agenda Item No. 6(F)(1)(J)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: February 8, 2000

FROM: M.R. Stierheim
County Manager



SUBJECT: Lease Agreement at 11025
S.W. 84 Street, Cottages 6
and 7, with the Association
for Retarded Citizens for
the Department of
Human Services

The Board at its meeting of December 16, 1999 deferred this item. At that meeting, the Board asked staff to work with the Association for Retarded Citizens to address concerns of the agency regarding rental increases during the initial term of the lease. This substituted item abates the rental increases in recognition of the substantial renovations that the agency will make to this County-owned facility.

The attached Lease Agreement has been prepared by General Services Administration at the request of the Department of Human Services and is recommended for approval.

PROPERTY: Dewey W. Knight Center Campus
11025 S.W. 84 Street, Cottages 6 and 7, Miami.

OWNER: Miami-Dade County.

TENANT: Association for Retarded Citizens, South Florida, Inc., a not-for-profit corporation.

COMPANY PRINCIPAL(S): Michael Messer, Executive Director.

USE: 10,000 square foot space together with adjacent grounds for playground and parking.

JUSTIFICATION: The Association for Retarded Citizens (ARC) has a need to continue utilizing these cottages to provide counseling, therapeutic, educational and recreational programs for infants, toddlers and pre-school children with physical and mental disabilities. ARC needs to make improvements to these cottages in order to provide additional space for their existing student population. A long-term lease is needed by ARC in order to secure the needed funding for the required repairs and renovations and to amortize said improvement costs. ARC has been at this location for the past two years.

LEASE TERM: Ten years with two additional five year renewal option periods.

RENTAL RATE: Annual rent is \$15,000.00, which is equal to \$1.50 per square foot, the same amount as in the current lease. The rental rate increases by 50 cents every two years during the initial term of the agreement and is subject to review for each renewal option period.

The tenant has estimated that the cost of improvements, repairs, maintenance and renovations will be approximately \$125,000.00; therefore, in consideration for said improvements at tenant's expenses, the rental rate increase in years three through ten shall be abated in the amount expended for such improvements, repairs, maintenance and renovations. The aggregate amount abated shall not exceed \$110,000.00, which is the value of the future rent increases.

The low rental rate reflects the fact that the Tenant has total operational and financial responsibility for all utilities, custodial/janitorial services, facility maintenance and repair, as well as any capital alterations, repairs or replacements required for the Tenant to operate the premises.

The Department of Human Services, Office of Youth and Family Development believes that this is an excellent program, which is compatible with the other programs that are currently housed at the Dewey W. Knight Center Campus.

EFFECTIVE DATE: Commencing ten days after approval by the Board unless vetoed by the Mayor and terminating ten years thereafter.

Honorable Chairperson and Members
Board of County Commissioners
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CANCELLATION PROVISIONS: The tenant may cancel the lease or any portion thereof at anytime with 90 days written notice and with 30 days written notice due to lack of funding. The County may cancel the lease, for various causes, as specified in the agreement.

CURRENT LEASE: The lease was approved by the Board at its meeting of October 7, 1997 by Resolution No. R-1122-97. The lease commenced on September 1, 1997 for two years with three additional one-year renewal option periods. The lease is currently in its first renewal option period. The current lease will terminate upon commencement of the proposed long-term lease agreement.

AMENDMENT TO LEASE

THIS AGREEMENT made this _____ day of _____, 2003, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LANDLORD," and ASSOCIATION FOR RETARDED CITIZENS, SOUTH FLORIDA, INC., a Florida not-for-profit Corporation, herein called the "TENANT,"

WITNESSETH:

WHEREAS, by Resolution No. R-114-00, adopted by the Board of County Commissioners on February 8, 2000, the Board authorized a Lease between the above named parties for that certain property known as "Cottages 6 & 7", located at 11025 S.W. 84 Street, Miami, Florida; and

WHEREAS, both LANDLORD and TENANT are desirous of amending said Lease as set forth below; and

WHEREAS, by Resolution No. _____, adopted _____, 2003, the Board of County Commissioners has authorized the amending of said Lease;

NOW, THEREFORE, in consideration of the restrictions and covenants herein contained, it is agreed that the said Lease is hereby amended as follows:

1. Expanded Space LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD an additional 4,781 square feet of Cottage building by leasing the property located at, "Cottage # 5", 11025 S.W. 84 Street, Miami.
2. Term The term for the Expanded Space shall commence upon approval by the Board of County Commissioners, unless vetoed by the mayor, and if vetoed, shall become effective only upon an override by Board and shall terminate on February 19, 2010, said date being co-terminus with the term of the Lease, unless earlier terminated or extended pursuant to the terms of the Lease.
3. Conditions TENANT shall accept Cottage # 5, hereinafter referred to as, "Cottage # 5, Sandor Wiener School of Opportunity", in an "AS IS"

condition and will assume all costs and expenses related to improvements, repairs, maintenance and renovations. TENANT will assume all telephone installations costs and ongoing expenses related to same.

4. Base Rental Rate The annual base rent for the Expanded Space is the rental amount of \$848.62 per month or \$10,183.53 annually, which is equal to \$2.13 per square foot on an annual basis, and shall be subject to rent adjustments as negotiated upon the joint annual review by the program and the Department of Human Services.

In all other respects the said Lease shall remain in full force and effect in accordance with the terms and conditions specified therein.

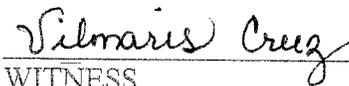
IN WITNESS WHEREOF, the LANDLORD and TENANT have caused this Amendment to Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

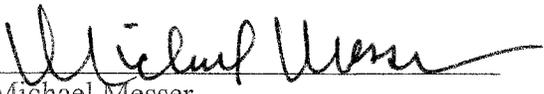
ASSOCIATION FOR RETARDED
CITIZENS, SOUTH FLORIDA, INC.,
a Florida not-for-profit Corporation



WITNESS



WITNESS

By: 

Michael Messer
Executive Director (TENANT)

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager (LANDLORD)