

Memorandum



Date: October 12, 2004

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
And Members Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Lease Agreement at 12000 S.W. 49 Street, Miami
for Miami-Dade Police Department, Mounted Patrol Unit
Property # 4924-00-00

PSC
Agenda Item No. 4 (A)

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

PROPERTY: 12000 S.W. 49 Street, Miami.

OWNER: Raul Dominguez.

COMPANY PRINCIPAL: Raul Dominguez - 100%

USE: Eight horse stables, office space, restroom, shower, washer & dryer area, parking and use of adjacent paddock of land for related equine activities.

JUSTIFICATION: The Miami-Dade Police Department, Mounted Patrol Unit has a need to lease stables to house the Program's horses and a small office area where the officers can do their paperwork.

LEASE TERM: Five year with two additional two-year renewal option periods.

RENTAL RATE: Annual rent is \$66,219.26, which is equal to \$689.78 per horse per month. The annual base rent for years two through five of the initial lease term will be increased by 1% per year. The rental rate will increase by two percent (2%) for each renewal option period.

The total financial impact for year one of the lease agreement is estimated to be \$72,176.80, which is comprised of the following:

Annual Rent	\$66,219.26
Lease Management	\$ 5,297.54
Phone Service	\$ 660.00
Total Estimate	\$72,176.80

LEASE CONDITIONS: The Landlord is responsible for all utility costs as well as providing all care and services for the horses (i.e. feeding, watering, cleaning stalls & full board).

EFFECTIVE DATES: Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating five years thereafter.

CANCELLATION PROVISION: Tenant may cancel with 30 days prior written notice. Landlord may cancel after the first year with 180 days prior written notice.

FUNDING SOURCE: General Fund. This item has been budgeted by the Miami-Dade Police Department.

OTHER PROPERTIES EVALUATED: The Miami-Dade Police Department, Mounted Patrol Unit will be moving the program from a less desirable location, 12265 S.W. 56 Street, at an annual rent of \$66,219.26 commencing on October 1, 2004 with a three percent increase per year. The lease at that location will be cancelled upon commencement of this lease. Due to the specialized needs of the Miami-Dade Police Department, Mounted Patrol Unit, this property is uniquely suited for this use. Other than the existing leased location, which is inferior to the proposed site, no other properties were identified that could accommodate the full needs of the program and allow for future expansion if additional horses are acquired.

COMMENTS: The lease agreement provides that up to six additional horses can be boarded at the facility, at a cost of \$689.78 per horse per month without the need for an amendment to this lease agreement.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** October 5, 2004

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

Agenda Item No. _____

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE 12000 S.W. 49 STREET, MIAMI, WITH RAUL DOMINGUEZ, FOR PREMISES UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT FOR ITS MOUNTED PATROL UNIT; 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 Raul Dominguez, for premises to be utilized by the Miami-Dade Police Department for its Mounted Patrol Unit, 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 _____, 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
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrian D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2004 by and between RAUL DOMINGUEZ hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

Stall space for eight equine (horses) including stalls, office, restroom, shower, washer & dryer area, parking and use of adjacent paddock of land for related equine activities located at 12000 S.W. 49 Street, Miami, Florida.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) year, commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and terminating five (5) year thereafter for an annual base rent of Sixty-Six Thousand Two Hundred Nineteen Dollars and 26/100 (\$66,219.26) for the first year, payable in equal monthly installments of Five Thousand Five Hundred Eighteen Dollars and 27/100 (\$5,518.27). TENANT agrees to pay LANDLORD rent, payable in advance on the first day of every month at 12000 S.W. 49 Street, Miami, Florida, 33175 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The rent for the second to the fifth years of the initial lease term shall increase as set forth below:

<u>Initial Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 2	\$66,881.45	\$5,573.45
Year 3	\$67,550.26	\$5,629.19
Year 4	\$68,225.76	\$5,685.48
Year 5	\$68,908.02	\$5,742.34

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the performance of County business by County's Miami-Dade Police Department, Mounted Patrol for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PREMISES

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for electricity, water, sewerage and waste disposal services used by the TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

- Plumbing and electrical lines, fixtures, and equipment;
- Lavatories;
- Trash and refuse disposal;
- Janitorial and custodial services;
- Mechanical System;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Exterior Windows, doors, and frames;
- Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) the maintenance and janitorial services, except for water service interruption which must be corrected immediately, upon notice to LANDLORD which is considered an emergency as defined below.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

TENANT shall be responsible for the interior of the demised premises other than the above described items.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof. TENANT is responsible for any damage or repairs necessitated by

such removal.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, LANDLORD shall have thirty (30) days to make premises tenantable, otherwise either party may cancel this Lease Agreement by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs, which operate from the leased premises. LANDLORD agrees that TENANT may, at TENANT's expense, make such changes to the leased premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force. Any changes made to leased premises are subject to LANDLORD's reasonable approval.

ARTICLE VIII **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX **SIGNS**

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X **LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the

safety, comfort, or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT 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 TENANT, subject to all limitations of Florida Statutes, Section 768.28, or caused by the willful misconduct of TENANT, its agents or employees.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the

LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
NOTICES

It is understood and agreed between the parties hereto that written notices addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Real Estate Section
Facilities Utilities and Management Division
General Services Administration
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Raul Dominguez
12000 S.W. 49 Street
Miami, Fl 33175

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for two (2) additional two-year renewal option periods, except that rent will increase by two (2%) percent for the renewal period, by

giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVIII
CANCELLATION

TENANT, through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving LANDLORD at least thirty (30) days' written notice prior to its effective date.

LANDLORD shall have the right to cancel this Lease Agreement after the first year with one hundred eighty (180) days written notice prior to its effective date.

ARTICLE XIX
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

ARTICLE XX
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by LANDLORD and the original test results shall be furnished to TENANT.

B. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and TENANT observation but never as a preventative.

Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

C. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXI **HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month-to-month basis.

ARTICLE XXII **ADDITIONAL PROVISIONS**

- A. SERVICES TO BE PROVIDED BY LANDLORD:
1. The turnout arena needs to have the sand replaced with sod.
 2. The proposed office needs to be air-conditioned.
 3. One Stall must be converted to allow for the storage of hay.
 4. Facility must provide hook-up and storage of a washer and dryer.

5. Trees must be relocated to allow parking of the trailers on the north side of the stables.
6. Hot and cold regulating faucets at wash rack to allow for warm wash down during cooler weather.
7. Allow for the posting of appropriate signage designating facility as police facility and for posting of sign citing FSS 843.19 regarding the inuring or killing of a police horse.

B. FULL BOARD SERVICES TO BE PROVIDED BY LANDLORD:

1. Provide 7 days a week, 24-hours a day access to the demised property by Miami-Dade Police Unit (MPU) personnel.
2. Provide parking for six (6) 2-horse trailers and five (5) police trucks on demised premises.
3. Provide to MPU personnel, water and electrical connections for the use of a clothes washer and dryer.
4. Provide access to wash racks with hot and cold running water.
5. Responsible for turnout of MPU horses once daily, for a minimum of ½ hour, weather and health permitting, as needed.
6. Responsible for cleaning the stalls of manure and urine twice daily.
7. Install an automatic watering system to be used as receptacles. Two of the automatic watering system will be of a minimum of 5 gallon capacity.
8. Provide stalls with shavings with a minimum of 3 ½ inch of bedding per stall; bedding to be changed, as needed.
9. LANDLORD is aware that only MPU personnel will do washing and clipping of horses.
10. LANDLORD or agents will notify the Veterinarian of Record immediately in any medical emergency involving a police horse. Secondary notification will be made to designated MPU personnel as soon thereafter as possible. LANDLORD or agents will make any non-emergency medical notification to designated MPU personnel who will make a decision for veterinarian response. Veterinarian (medical & dental) and farrier costs will be incurred by Miami-Dade County.
11. LANDLORD will allow the MPU to post on exterior of each stall; profiles of each horse and specific feed and care instructions with updates as they apply.

C. LANDLORD will provide horses two (2) times daily with feed, hay and supplements, using the following guide:

1. Thirty-two (32) quarts daily of Purina Strategy grain, to be divided between the eight police horses according to their individual feeding regimen.
2. Fifty-six flakes (56) daily of Timothy & Alfalfa (T & A) hay, to be divided between the eight police horses according to their individual feeding regimen.
3. One, 2oz. serving of Electrolytes, daily per horse.
4. One, trace mineral block, per horse, available at all times hung in stall.
5. One, 2 quart serving, of Bran Mash, per horse, once weekly.
6. Supply of hay for transport trailers.

D. TENANT may board up to 6 additional equine if space is available, and at the discretion of the LANDLORD, upon the same terms and conditions at a base cost of \$689.78 per equine per month, upon an invoice submitted by LANDLORD to TENANT, without the need of an amendment to this lease agreement.

ARTICLE XXIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

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

WITNESS


WITNESS

By: 

Raul Dominguez (LANDLORD)

(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 (TENANT)