Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(1)(G)

Date: April 24, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Lease Agreement at 17200 Collins Avenue, Sunny Isles Beach
for Miami-Dade Fire Rescue Department
Property # 2211-00-00

The attached Lease Agreement has been prepared by the General Services Administration (GSA) at the request of Miami-Dade Fire and Rescue and is recommended for approval.

PROPERTY:	A portion of vacant land at 17200 Collins Avenue, Sunny Isles Beach, Florida
COMMISSION DISTRICT:	4
OWNER:	City of Sunny Isles Beach, a municipal corporation of the State of Florida
COMPANY PRINCIPAL:	Norman S. Edelcup - Mayor
USE:	Approximately 12,500 usable square feet of vacant land.
JUSTIFICATION:	Miami-Dade Fire Rescue Station 10 is currently located at 75-172 Street, Sunny Isles, Florida. The Department has plans to demolish the existing structure and replace it with a larger, more suitable building on the existing site. In order to continue to serve the community of Sunny Isles during the reconstruction period, the Department identified a portion of land at 17775 N. Bay Road, Miami to relocate its operations on an interim basis. The proposed leased parcel, which will only be utilized for parking, lies east of the existing station and will afford ample area to reconstruct and expand the existing station. The overall parcel will allow the construction of an approximately 10,000 square foot, three-bay structure, with adequate visitor and staff parking, along with the required landscaping and open space. The new station will have the capacity to accommodate a total of 12 firefighter and/or paramedic staff. The City of Sunny Isles Beach approved this lease at its January 18, 2007 commission meeting (attached).

LEASE TERM:	Thirty years, and shall automatically renew for two additional thirty-year renewal periods followed by a third automatic nine-year renewal period.
EFFECTIVE DATES:	Commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement and as of date of execution by the County and Landlord.
RENTAL RATE:	The annual rent shall be $1.00 payable in advance upon execution of this lease agreement.
DEVELOPMENT:	The construction of the facility is estimated to cost $3,500,000. The design phase of the project will commence following approval of the lease agreement, with completion of construction projected for 2009.
LEASE CONDITIONS:	The County is responsible for maintaining all improvements or modifications during the term and any extensions of the lease, as well as for all charges for water, waste, trash disposal, electricity, telephone, other utilities and communication services, and janitorial and custodial services.
CANCELLATION:	The County may cancel at any time by giving Landlord 90 days prior written notice. After the 30th year, if Landlord enters into a contract to sell the leased premises, Landlord may cancel by giving County 90 days prior written notice provided that the County is paid for its fair market value of any improvements or buildings constructed on the leased premises.
FUNDING SOURCE:	Fire District. This item has been budgeted in the Fire District funding budget.
OTHER PROPERTIES EVALUATED:	17100 Collins Avenue – The rental rate for the land is $19.73 per square foot.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: April 24, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(G)

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. 8(F)(1)(G)

04-24-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 17200 COLLINS AVENUE, SUNNY ISLES BEACH, WITH THE CITY OF SUNNY ISLES BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR PREMISES TO BE UTILIZED BY MIAMI-DADE FIRE RESCUE DEPARTMENT; 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 CITY OF SUNNY ISLES BEACH, a municipal corporation of the State of Florida, for premises to be utilized by the Miami-Dade Fire Rescue Department, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

CITY OF SUNNY ISLES BEACH
FIRE STATION LEASE AGREEMENT
CONTRACT NO.: C0607-017

THIS LEASE AGREEMENT, made on this _____ day of _____, 2007, by and between the CITY OF SUNNY ISLES BEACH, a municipal corporation of the State of Florida, hereinafter called the ("LANDLORD") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the ("TENANT").

WITNESSETH:

WHEREAS, the LANDLORD owns certain property capable of being utilized for a fire rescue facility with a parking lot; and

WHEREAS, the TENANT currently provides fire and rescue services to the residents of the City of Sunny Isles Beach and neighboring cities; and

WHEREAS, the TENANT desires to utilize LANDLORD'S property to expand its existing fire rescue facility with a parking lot; and

WHEREAS, the City Commission wishes to lease to TENANT the property located in the City of Sunny Isles Beach, Florida for the purposes described herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DESCRIPTION OF LEASED PREMISES

The Leased Premises is located at the following address: 17200 Collins Avenue, Sunny Isles Beach, Florida. The Leased Premises is approximately 12,500 square feet of vacant land. The legal description of the Leased Premises is:

Parcel 3; Lot 29 of South Shore Estates, according to the plat thereof, as recorded in Plat Book 52, Page 69, of the Public Records of Miami-Dade County, Florida.

ARTICLE II
TERM AND RENTAL

The Lease Agreement shall be effective after approval of this Lease Agreement by the Board of County Commissioners and as of the date of execution by the TENANT and LANDLORD. This Lease Agreement shall commence upon execution and shall terminate thirty-years (30) from the date of execution and shall automatically renew for two (2) additional thirty-year (30) renewal periods, followed by a third automatic nine-year (9) renewal period. The annual rental rate shall be One Dollar ($1.00) payable in advance upon execution of this Lease Agreement. TENANT shall be exempt from payment of any and all assessments or taxes imposed upon the Leased Premises unless mandated by state or federal statutes, or involuntarily imposed upon LANDLORD.

ARTICLE III
USE OF LEASED PREMISES

TENANT shall use the area of the Leased Premises for the performance of County business normally conducted by the Miami-Dade Fire Rescue Department and for the performance of work incidental thereto.

ARTICLE IV
CONDITION OF LEASED PREMISES

With the assistance of LANDLORD, TENANT shall have the responsibility to obtain any required zoning and building permits, in accordance with State, City and/or County requirements

and regulations for TENANT'S specific governmental use as a fire-rescue facility with a parking lot.

TENANT, at the appropriate time, shall make any necessary improvements or modifications to the Leased Premises, including a building and/or parking lot, which shall be determined solely by the TENANT.

TENANT further agrees to name the building "Sunny Isles Beach Fire Station." This name shall appear on the primary sign which shall be placed at the front entrance of the building.

Said improvements or modifications shall be maintained during the term of the Lease Agreement or any extension thereof, at the TENANT's sole cost and expense. Notwithstanding the foregoing, LANDLORD shall not be responsible for any regulatory fees imposed by any government entity for the use of the Leased Premises.

ARTICLE V
UTILITIES

TENANT, during the term hereof, shall pay all charges for water, waste, trash and refuse disposal services, electricity, telephone and other utility and communication services used by TENANT.

ARTICLE VI
CONSTRUCTION AND IMPROVEMENTS BY TENANT

TENANT shall commence construction of improvements on the Leased Premises, including a parking lot and/or buildings that TENANT, in its sole discretion, deems necessary for the use of the Miami-Dade Fire Rescue Department, no later than two (2) years from the execution date of this agreement. TENANT shall procure, or cause to be procured, without cost

to LANDLORD, any and all necessary permits, license or other authorizations required for the lawful and proper construction, installation and maintenance of any such improvements, structures, wires, pipes, conduits, tubes and other equipment and appliances. No construction to erect any improvement on the Leased Premises may be undertaken by TENANT without written notice to the LANDLORD.

In the event that TENANT fails to commence construction by the above-specified deadline, this lease agreement shall automatically terminate, unless an extension to time is mutually agreed to in writing by the parties.

ARTICLE VII
MAINTENANCE

TENANT agrees to 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 any improvements that may be constructed on the Leased Premises subject to normal wear and tear. TENANT agrees to insure or self insure its interest in the building, fixtures, improvements and all other real and personal property to the extent necessary or appropriate and waives all rights to recover for loss or damage of such property from LANDLORD by any cause whatsoever.

ARTICLE VIII
DESTRUCTION TO LEASED PREMISES

In the event that any structures constructed on the Leased Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Leased Premises are rendered untenantable or unfit for the purpose of the TENANT, either party may cancel this Lease Agreement by giving sixty (60) days written notice to the other party.

ARTICLE IX
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved into or on the Leased Premises shall be at the risk of TENANT. 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 X
ANTENNAS, CABLE AND SIGN ISNTALLATIONS

TENANT may install antennas, cable lines, and/or satellite dishes as may be necessary for the performance of its work. All installations will be in accordance with laws and regulations of the City of Sunny Isles Beach and state and federal law. Exterior signs must be in accordance with municipal and county ordinances and regulations. The cost of creating, erecting, installing and removing the signs shall be paid by TENANT. TENANT shall remove all signs at termination of this Lease Agreement and any damage or unsightly condition caused to the Leased Premises because of or due to said signs should be satisfactorily corrected or repaired by TENANT.

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 Leased Premises other than the damage or injury caused by the negligence of TENANT, subject to all limitations of Section 768.28.

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 Leased Premises, without hindrance or molestations by LANDLORD.

ARTICLE XIII
SURRENDER OF LEASED 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 Leased Premises were at the beginning of the term of this Lease Agreement, except for ordinary wear and tear and damage by fire and windstorm or other acts of God.

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 cause of action which may arise solely as a result of the negligence of the TENANT. However, TENANT will not indemnify the LANDLORD from any liability or claim arising out of the

negligent performance or failure of performance of the LANDLORD, its agents or any unrelated third party employees.

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. This Lease Agreement is not assignable by either party.

ARTICLE XVI
OPTION TO RENEW

Provided TENANT is not otherwise in default and subject to LANDLORD having no objection, TENANT, through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for an additional period that TENANT may deem necessary, upon the same terms and conditions contained herein, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XVII
CANCELLATION

TENANT, through its County Manager or designee, shall have the right to cancel this Lease Agreement at any time by giving LANDLORD at least ninety (90) days written notice prior to its effective date. After the 30th year from the commencement date of the Lease Agreement, if LANDLORD enters into a contract to sell the Leased Premises, LANDLORD shall have the right to cancel the Lease Agreement by giving TENANT at least ninety (90) days

written notice prior to its effective date; and provided, however, that TENANT shall be paid the fair market value of any improvements or buildings constructed thereon.

ARTICLE XVIII
NOTICES

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

TENANT:
Miami-Dade County Fire Rescue Department
C/o Planning Bureau
9300 NW 41 Street
Miami, Florida 33178

LANDLORD:
City Manager
City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, Florida 33160

WITH CC TO:
Miami-Dade County
General Services Administration
Facilities & Utilities Management
SPCC, 111 NW 1st Street, Suite 2460
Miami, Florida 33128

WITH A COPY TO:
City Attorney
City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, Florida 33160

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 XIX
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

Miami-Dade Fire Rescue Department or other legally instituted body at the time of the modification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the day and year first written above.

ATTEST:

JANE A. HINES, CMC, CITY CLERK

LANDLORD
CITY OF SUNNY ISLES BEACH

NORMAN S. EDELCUP
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

HANS OTTINOT, CITY ATTORNEY

ATTEST:

By: _____

TENANT
MIAMI-DADE FIRE RESCUE

GEORGE M. BURGESS
COUNTY MANAGER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

RESOLUTION NO. 2007-1041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, APPROVING A NEW LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR THE PROPERTY LOCATED AT 17200 COLLINS AVENUE TO CONSTRUCT A FIRE STATION, IN THE AMOUNT OF ONE DOLLAR ($1.00) PER YEAR, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN AGGREGATE 99-YEAR LEASE TERM AND A 2-YEAR COMMENCEMENT OF CONSTRUCTION PERIOD; PROVIDING FOR THE RESCISSION OF RESOLUTION NO. 2006-955; PROVIDING THE MAYOR WITH THE AUTHORITY TO EXECUTE THE NEW AGREEMENT; PROVIDING THE CITY MANAGER WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THE NEW AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2006-955, adopted on July 20, 2006, the City Commission approved a Fire Station Lease Agreement with construction improvements by Miami-Dade County; and

WHEREAS, following this City Commission approval and prior to approval by the Miami-Dade County Board of Commissioners, the County staff requested additional changes which require the City Commission's approval; and

WHEREAS, the County is requesting a revision to the existing Lease Agreement in order to comply with Section 125.031, Florida Statutes, prohibiting counties from entering into a lease term that exceeds thirty (30) years at any one time; and

WHEREAS, a new Fire Station Lease Agreement is being proposed to reflect three (3) consecutive terms of thirty (30) years followed by a nine (9) year term for a total lease period of Ninety-nine (99) years; and

WHEREAS, the County is also reducing the commencement of construction period from three (3) to two (2) years from the date of executing the Lease Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:

Section 1. Approval of New Fire Station Lease Agreement. A new Fire Station Lease Agreement with Miami-Dade County for the premises located at 17200 Collins Avenue, attached hereto as Exhibit "A", be and the same, is hereby approved.

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Section 2. Rescission of Resolution No. 2006-955. The Fire Station Lease Agreement, adopted by the City Commission on July 20, 2006 pursuant to Resolution No. 2006-955, is hereby rescinded in its entirety.

Section 3. Authorization of Mayor. The Mayor is hereby authorized to execute said Agreement.

Section 4. Authorization of City Manager. The City Manager is hereby authorized to do all things necessary to effectuate the terms of this Resolution.

Section 5. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 18th day of January, 2007.

Norman S. Edelcup, Mayor

ATTEST:

Jane A. Hines, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Hans Ottinot, City Attorney

Moved by: Commissioner Goodman

Seconded by: Vice Mayor Thaler

Vote: 5-0

Mayor Edelcup	✓ (Yes)	____ (No)
Vice Mayor Thaler	✓ (Yes)	____ (No)
Commissioner Brezin	✓ (Yes)	____ (No)
Commissioner Goodman	✓ (Yes)	____ (No)
Commissioner Iglesias	✓ (Yes)	____ (No)