

Memorandum



Date: September 4, 2007

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

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

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

Subject: Lease Agreement with the United States Postal Service
at the Southwest Corner of N.W. 1 Street and N.W. 1 Court, Miami
Property # 4137-02-05

RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement with the United States Postal Service for two paved parking spaces at the Southwest corner of N.W. 1 Street and N.W. 1 Court, Miami, to operate a Mobile Postal Facility Vehicle. The Lease Agreement has been prepared by the General Services Administration.

PROPERTY: Two parking spaces Southwest corner of N.W. 1 Street and N.W. 1 Court, Miami

COMMISSION DISTRICT: 5

COMMISSION DISTRICTS IMPACTED: Countywide

OWNER: Miami-Dade County

PROPOSED TENANT: United States Postal Service

PAST PERFORMANCE: The County has no record of negative performance issues with the United States Postal Service.

USE: To operate a Mobile Postal Facility Vehicle delivering postal services to the community.

JUSTIFICATION: The United States Postal Service, at this location for the past 19 years, has a need to continue utilizing these parking spaces to operate its Mobile Postal Facility Vehicle in order to provide postal services to the community.

LEASE TERM: Five years with one additional five-year renewal option period.

RENTAL RATE: The annual rent for the first lease year is \$4,740.97, which is equal to \$197.54 per parking space, per month. The annual rental rate will increase to \$4,978.02 for the second year, \$5,226.92 for the third year, \$5,488.27 for the fourth year, and \$5,762.68 for the fifth year. The rental rate for the subsequent five-year renewal option period will increase by five percent (5%) per year.

LEASE CONDITIONS: The County is responsible for all electric charges.

EFFECTIVE DATES: Commencing September 17, 2007 and terminating September 16, 2012.

CANCELLATION PROVISION: Either party may cancel at any time by giving at least thirty (30) days written notice prior to its effective date.

CURRENT LEASE: The current Lease Agreement, approved by the Board on September 11, 2001, by Resolution No. R-933-01, commenced on September 17, 2001 for five years with no renewal options. The annual rental rate for the last year of the lease agreement is \$4,515.21, which is equal to \$188.13 per parking space, per month.

MONITOR: Tania Llado, Chief Real Estate Officer



Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: September 4, 2007

FROM: R. A. Cuevas, Jr.
County Attorney

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

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. 8(F)(1)(F)

Veto _____

09-04-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT FOR TWO PARKING SPACES AT THE SOUTHWEST CORNER OF N.W. 1 STREET AND N.W. 1 COURT, MIAMI, WITH THE UNITED STATES POSTAL SERVICE, FOR PREMISES TO BE UTILIZED TO OPERATE A POST OFFICE MOBILE SERVICE VAN AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE 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 United States Postal Service, for premises to be utilized to operate a post office mobile service van, 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 Mayor or his designee 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
Dorin 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 4th day of September, 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. WR

Monica Rizo

5

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2007, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and THE UNITED STATES POSTAL SERVICE, hereinafter referred to as 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 demised premises described as follows:

Two paved parking spaces for a mobile post office van, being the first parking spaces in a surface parking lot that is south of and bordering NW 1 Street, and west of NW 1 Court, in the City of Miami, Miami-Dade County Florida. Said spaces are the northeasterly spaces in said lot. An electrical outlet is included as part of the premises.

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, commencing September 17, 2007 and terminating September 16, 2012, for and at a total rental of Four Thousand Seven Hundred Forty Dollars and 97/100 (\$4,740.97), for the first year, payable in twelve equal monthly installments of Three Hundred Ninety Five Dollars and 08/100 (\$395.08), payable in arrears at the end of every month to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

TENANT shall pay LANDLORD during the Lease term, and any renewal or option periods annual base rent as set forth in the table below ("Rent Table"), which reflects a five percent (5%) annual increase:

LEASED PERIOD	ANNUAL RENT	MONTHLY RENT
Months 1 through 12	\$4,740.97	\$395.08
Months 13 through 24	\$4,978.02	\$414.84
Months 25 through 36	\$5,226.92	\$435.58
Months 37 through 48	\$5,488.27	\$457.36
Months 49 through 60	\$5,762.68	\$480.22

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 solely for parking and operation of a mobile postal facility vehicle, by its employees and for postal customers.

ARTICLE II
CONDITION OF DEMISED PREMISES

Tenant hereby accepts the demised premises in the condition they are in at the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for electricity used by the TENANT.

ARTICLE IV
MAINTENANCE

The LANDLORD 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 leased premises.

The TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of TENANT'S use of the demised premises. TENANT shall be responsible for any trash on the demised premises generated by the TENANT or postal customers visiting TENANT.

ARTICLE V
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VI
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised 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 of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VII
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter the premises (but not the postal service vehicle) during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE VIII
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 demised premises above described,

without hindrance or molestation by LANDLORD.

ARTICLE IX
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said demised premises in as good condition as said demised 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 X
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold LANDLORD harmless under the standards for negligence set out in the Federal Claims Act for claims and demands for death or personal injury or property damage arising out of TENANT or TENANT'S agents acts or omissions in the use of the occupancy of the premises by TENANT; or resulting from any breach or default by the TENANT or any obligations or duties assumed by or imposed upon TENANT under this Lease Agreement.

ARTICLE XI
CANCELLATION

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

CANCELLATION By TENANT: The TENANT shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for one (1) additional five (5) year renewal option periods upon

the same terms and conditions, except that the rental amount shall be five (5%) percent higher for each year of the renewal option period, by giving LANDLORD notice in writing at least sixty (60) 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 XIII **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT at The United States postal Service, Building 300, Suite 300, 4000 DeKalb Technology Parkway, Atlanta, GA. 30340 shall constitute sufficient notice to TENANT 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 XIV **INSURANCE**

As provided in the Federal Tort Claims Act (28 USC 2671 et, seq.), TENANT is responsible for damage caused by a negligent or wrongful act or omission on the part of any federal employee acting within the scope of his employment.

ARTICLE XV **PERMITS, REGULATIONS & SPECIAL ASSESSMENTS**

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in

conformance with all applicable laws, including all applicable zoning regulations.

ARTICLE XVI
ADDITIONAL PROVISIONS

1. **Non-Discrimination**

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XVII
GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

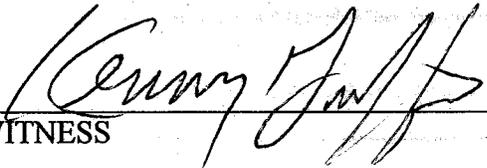
ARTICLE XVIII
WRITTEN AGREEMENT

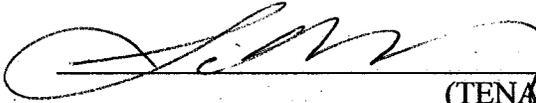
This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

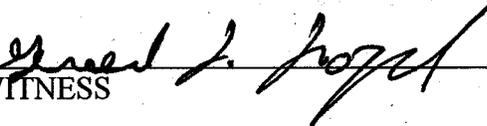
IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

THE UNITED STATES
POSTAL SERVICE


WITNESS


(TENANT)


WITNESS

Scott Mowry
Contracting Officer

(OFFICIAL SEAL)

ATTEST:

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

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
Carlos Alvarez
Mayor (LANDLORD)