

Memorandum



Date: April 8, 2008

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

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

From: George M. Burgess
County Manager

Subject: Retroactive Lease Agreement on County-Owned Property Located at
1701 N.W. 30 Avenue, Miami with the City of Miami
Folio No. 01-3133-006-0900
Property # 3133-00-00

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of a retroactive Lease Agreement on County-Owned property located at 1701 N.W. 30 Avenue, Miami, with the City of Miami for \$1.00 per year, for premises to be utilized solely by the City for its Police Special Operations. The attached Lease Agreement has been prepared by the General Services Administration at the request of the City of Miami. This lease agreement is retroactive due to the City's immediate need to occupy the property in order to provide necessary services to the community.

PROPERTY: Delaware Parkway Section 1 PB 40-17 Tract A & B
1701 N.W. 30 Avenue, Miami
Folio No. 01-3133-006-0900

COMMISSION DISTRICT: 3

COMMISSION DISTRICTS IMPACTED: Within the City of Miami.

OWNER: Miami-Dade County

PROPOSED TENANT: City of Miami

OWNER'S TRACK RECORD: The lease is with the City of Miami.

USE: The City of Miami has a need to use this 3.8 acre County-owned property, improved with a 37,946 square foot building, for its Police Special Operations. Special Operations consists of the following units: Section Commander and staff; Police Training; Crime Suppression; Enforcement (Motors); K-9; Bomb Squad (Office Only); SWAT/Hostage Negotiation; Special Events; Aviation; Accident Investigations/Traffic Homicide; and Marine Patrol.

JUSTIFICATION: The building is in very poor condition and, other than the 694 square feet that the County will retain for the storage of files; the County has no other immediate use for the property. As reported to the Board on January 10, 2008, this property is slated for affordable housing development as a Second Category Site (sites in other municipalities requiring further discussions). Therefore, this lease agreement will not negatively impact the development of the site.

LEASE TERM: One year with four consecutive and automatic one-year renewal periods.

EFFECTIVE DATES: This retroactive Lease Agreement shall become effective upon approval by the Board of County Commissioners and shall be retroactive to January 1, 2008 and terminating one year thereafter with consecutive and automatic one-year renewal periods.

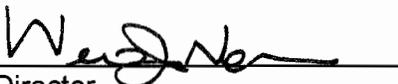
LEASE CONDITIONS: The City of Miami is responsible for all utilities, heating, ventilating and air conditioning system (HVAC) maintenance and repairs; interior and exterior structure of the building, plumbing and electrical lines.

RENTAL RATE: \$1.00 per year.

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

MONITOR: Tania Llado, Chief Real Estate Officer

DELEGATED AUTHORITY: The County Mayor or his designee is authorized to execute the lease agreement, exercise the cancellation provision, and exercise the four one-year renewal option periods.



Director
General Services Administration



MEMORANDUM

(Revised)

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

DATE: April 8, 2008

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

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

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)(B)

4-8-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE LEASE AGREEMENT ON COUNTY-OWNED PROPERTY LOCATED AT 1701 N.W. 30 AVENUE, MIAMI, WITH THE CITY OF MIAMI FOR PREMISES TO BE UTILIZED SOLELY FOR ITS POLICE SPECIAL OPERATIONS; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the City of Miami is a registered Florida Municipal Corporation of the State of Florida; and

WHEREAS, the City of Miami desires to use certain County-owned property located at 1701 N.W. 30 Avenue, Miami under Folio Number 01-3133-006-0900 solely for its Police Special Operations; and

WHEREAS, the County is satisfied that the City of Miami does require the County-owned property for such use and the property is not otherwise needed for County purposes; and

WHEREAS, this Board further 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 a Retroactive Lease Agreement between Miami-Dade County and the City of Miami, a Florida Municipal Corporation of the State of Florida, 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	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
8th day of April, 2008. 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.

MR

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," or "LANDLORD" and City of Miami, a Florida Municipal Corporation of the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

That COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees to use from COUNTY the Leased Premises described as follows:

Approximately 167,396 square feet of vacant land and building located at 1701 N.W. 30 Avenue, Miami, except approximately 694 square feet, which the County shall retain as designated for the retention of their archived files.

TO HAVE AND TO HOLD unto said TENANT for a term of one (1) year, commencing on the earlier of, (1) the effective date of the resolution of the Board of County Commissioners, or (2) January 1, 2008, (the "Effective Date") and terminating one (1) year thereafter, for a total rental fee of One Dollar and 00/100 (\$1.00) payable to the Department of Human Services, 2525 N.W. 62 Street, 4th floor, Miami, Florida 33147, or at such other place and to such other person as the COUNTY may from time to time designate in writing.

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

ARTICLE I **USE OF LEASED PREMISES**

The area of the Leased Premises shall be used by TENANT solely for its Police Special

Operations, which may include, but are not limited to the following units: Section Commander and Staff, Police Training, Crime Suppression, Enforcement (Motors), K-9, Bomb Squad (Office Only), SWAT /Hostage Negotiation, Special Events, Aviation, Accident Investigations /Traffic Homicide, and Marine Patrol units.

ARTICLE II
CONDITION OF LEASED PREMISES

TENANT hereby accepts the Leased Premises in its "AS-IS" condition, as of the date of the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

The TENANT, during the term hereof, shall pay all charges for utilities used by the TENANT at the Leased Premises and shall provide janitorial and custodial services as well as auxiliary services such as security services.

ARTICLE IV
MAINTENANCE

The 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 Leased Premises.

TENANT shall be responsible for and shall repair any damage caused to the Leased Premises as a result of TENANT OR TENANT's agents, employees, invitees, or visitors use of the Leased Premises, ordinary wear and tear excepted. COUNTY shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Leased Premises are rendered unleaseable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If the Leased Premises are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Leased Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Leased Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Leased Premises so that they equal the condition of the Leased Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse COUNTY all expenses incurred by COUNTY in restoring the Leased Premises to their original condition. The election of remedies shall be at the sole discretion of COUNTY.

ARTICLE VI
ASSIGNMENT

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof, without the County's written permission, which permission shall not be unreasonably withheld.

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ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Leased Premises above described shall be at the risk of TENANT or the owner thereof. COUNTY shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of COUNTY, COUNTY's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

Exterior Signs will be of the design and form of letter to be first approved by COUNTY, 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 Leased Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said Leased Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, 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 X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF LEASED PREMISES

TENANT agrees to surrender to COUNTY, at the end of the term of this Lease Agreement or any extension thereof, said Leased Premises in as good condition as said Leased 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 XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT and the COUNTY do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby TENANT and the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgments 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 occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the respective negligence of the COUNTY or TENANT.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

COUNTY shall not be liable for any damage or injury which may be sustained by any party or person on the demised Leased Premises other than the damage or injury caused solely by the negligence of COUNTY, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
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 XV
CANCELLATION

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

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for four (4) consecutive and automatic one-year (1) renewal option periods, upon expiration of the initial lease term period under the same terms and conditions of the initial Lease Agreement term.

ARTICLE XVII
NOTICES

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to TENANT and COUNTY at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To City:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

To County:
County Manager
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

With Copies to:

With Copies to:

City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

Chief
Department of Human Services
Child Development Services Bureau
2525 N.W. 62nd Street, 4th Floor
Miami, Florida 33147

Director
Department of Public Facilities
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

Director
General Services Administration
Miami-Dade County
111 NW 1st Street, Suite 2460
Miami, Florida 33130

ARTICLE XVIII **INSURANCE**

TENANT is self insured in accordance with and subject to the limitations of Section 768.28, Florida Statutes and shall provide evidence of acceptable self-insurance under the laws of the State of Florida to the County's Department of Risk Management. TENANT represents that its self-insurance program covers actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful acts or omission of its officers and employees.

ARTICLE XIX **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 Leased Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Leased Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX **ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to

stand against the Leased Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. 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 XXXI
GOVERNING LAW

This Lease 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 XXI
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

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

**CITY OF MIAMI
A FLORIDA MUNICIPAL CORPORATION**

ATTEST: Priscilla A. Thompson
PRISCILLA A. THOMPSON,
CITY CLERK
12-17-07

[Signature]
BY: PEDRO G. HERNANDEZ P.E.
CITY MANAGER

APPROVED AS TO FORM AND
CORRECTNESS:

BY: [Signature]
JORGE L. FERNANDEZ,
CITY ATTORNEY JLF

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: [Signature]
LEEANN BREHM
RISK MANAGEMENT DIRECTOR

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos Alvarez
County Mayor
(COUNTY)

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