

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** April 8, 2008

Amended

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

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

**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

#R-414-08

**This item was amended during the Board meeting of April 8, 2008 to remove the word "automatic" from Article XVI "Option to Renew".**

**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:** 5

**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 additional one-year renewal option 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 four additional 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



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
Dorrin 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, 4<sup>th</sup> 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

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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.

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**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.

**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,

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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) additional 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

Director  
Department of Human Services  
2525 N.W. 62<sup>nd</sup> Street, 4<sup>th</sup> 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.

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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 BY: [Signature]  
PRISCILLA A. THOMPSON PEDRO G. HERNANDEZ, P.E.  
CITY CLERK 12-17-07 CITY MANAGER

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
JORGE L. FERNANDEZ  
CITY ATTORNEY JAT

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)