

MEMORANDUM

GO

Agenda Item No. 2K

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: April 13, 2010

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

SUBJECT: Resolution declaring surplus
County-owned land at 3090
N.W. 135th Street in Miami-
Dade County and authorizing
the conveyance of same to the
North Miami Beach Medical
Center, Inc.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

RAC/up



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners DATE: May 4, 2010

FROM: R. A. Cuevas, Jr.  SUBJECT: Agenda Item No.
County Attorney

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.
5-4-10

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS COUNTY-OWNED LAND LOCATED AT 3090 N.W. 135TH STREET IN MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING THE CONVEYANCE OF SAME TO THE NORTH MIAMI BEACH MEDICAL CENTER, INC., IN ACCORDANCE WITH FLORIDA STATUTE.125.38; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; AND AUTHORIZING EXECUTION OF A COUNTY DEED AND DECLARATION OF RESTRICTIONS FOR SUCH PURPOSE

WHEREAS, the North Miami Beach Medical Center, Inc. (“NMB Medical Center”) is a Florida not-for-profit corporation organized for the community interest and welfare purposes of providing no-cost, primary care medical services, holistic health education, and other ancillary services to low income, uninsured Miami-Dade County residents and visitors; and

WHEREAS, the NMB Medical Center is a participant in the Florida Department of Health’s Volunteer Health Care Provider Program, which allows private licensed health care providers to volunteer their services to the medically indigent residents of Florida with incomes at or below 200% of the federal poverty level; and

WHEREAS, the NMB Medical Center wishes to construct a community clinic facility in Opa-locka, Florida to continue its mission, and has applied to the County for the conveyance of the Property for the construction of such a community clinic facility; and

WHEREAS, the County owns vacant property located at 3090 N.W. 135 Street in Opa-locka, Florida (the “Property”) which is not needed for County purposes; and

WHEREAS, the NMB Medical Center will use the Property for providing no-cost, primary care medical services, holistic health education, and other ancillary services, to low income, uninsured Miami-Dade County residents and visitors in support of the community interest and welfare purposes for which they are organized; and

WHEREAS, the Property will be conveyed at no cost to the NMB Medical Center by a County deed, in substantially the form attached hereto (“County Deed”), which will require the construction of a community clinic within 5 years, and which will further restrict the use and re-conveyance of the Property to ensure compliance with the intent of this Board; and

WHEREAS, the NMB Medical Center has executed a declaration of restrictions, attached hereto as an exhibit (“Declaration of Restrictions”), which will also restrict the use and re-conveyance of the Property to ensure compliance with the intent of this Board, and;

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that the Property is required for such use, and that the intended use would promote community interest and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board adopts the foregoing recitals, and:

Section 1. Approves the conveyance of the Property, pursuant to Section 125.38 of the Florida Statutes, authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board, authorizes the County Mayor to execute the County Deed and Declaration of Restrictions, and further authorizes the County Mayor to take all actions necessary to effectuate the conveyance.

Section 2. Pursuant to Resolution No. R-974-09, directs the County Mayor to record the County Deed and Declaration of Restrictions authorized herein in the public records of Miami-Dade County and to provide a recorded copy of these documents to the Clerk of the Board within thirty (30) days of their execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the County Deed and Declaration of Restrictions together with this resolution.

Section 3. Directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of the conveyance.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It 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:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

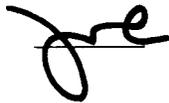
The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of May, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.



Jorge Martinez-Esteve

Instrument prepared by and returned to:
Jorge Martinez-Esteve, Esquire
Miami-Dade County, County Attorney's Office
111 N.W. 1 Street, Suite 2810
Miami, Florida 33128-1907

Folio No. : 08-2128-005-0020

-----{(SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA)}-----

COUNTY DEED

THIS COUNTY DEED, made this day of , 2010, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Miami, Florida 33128, and the NORTH MIAMI BEACH MEDICAL CENTER, INC., (“NMB Medical Center”), a Florida not-for-profit organization, party of the second part, whose address is: 13899 Biscayne Boulevard, North Miami Beach, Florida, 33181.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged has granted, bargained and sold, except without the right to convey or assign, to the party of the second part, its successors and assigns forever, the following described lands lying and being in Miami-Dade County, Florida, “Property”:

LEGAL DESCRIPTION

TR B LESS S150FT BLK 364 NILE GDNS SEC 2 RESUB PB 52-94
SECTION 28 TOWNSHIP 52 SOUTH RANGE 41 EAST CONTAINING .35
AC LOT SIZE 15054 SQ FT.

This grant conveys only the interest of the County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This grant is made for the public purpose of constructing and maintaining a community healthcare clinic in Opa-locka, Florida to continue

the NMB Medical Center's mission of providing no cost primary medical services, holistic health education, and ancillary services to uninsured and low income Miami-Dade County residents and visitors. If in the sole discretion of Miami-Dade County, the Property ceases to be used for these purposes by the NMB Medical Center, or the NMB Medical Center ceases to exist, or changes or loses its status as a not-for-profit corporation, or if the NMB Medical Center violates any of the covenants or terms contained in the Declaration of Restrictions ("Declaration") executed together with this Deed on _____, title to the Property shall automatically revert to Miami-Dade County. In the event of such automatic reverter, NMB Medical Center shall immediately deed the Property back to Miami-Dade County, and Miami-Dade County shall have the right to immediate possession of the Property, with any and all improvements thereon. The County retains a reversionary interest in the Property, which right may be exercised by the County in accordance with this Deed or the Declaration.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Miami-Dade County has caused these representations to be executed in its name by its Board of County Commissioners acting by the Mayor of Miami-Dade County, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:
FLORIDA
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY,
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No.: _____ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2010.

This instrument was prepared by:
Jorge Martinez-Esteve, Esquire
County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor
Miami, Florida 33129

Folio No.: 08-2128-005-0020

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the Miami-Dade County (the "County") has conveyed to the North Miami Beach Medical Center, Inc., ("NMB Medical Center"), real property located in Opa Locka, Florida (the "Property"). The legal description of the Property is:

TR B LESS S150FT BLK 364 NILE GDNS SEC 2 RESUB PB 52-94
SECTION 28 TOWNSHIP 52 SOUTH RANGE 41 EAST CONTAINING
.35 AC LOT SIZE 15054 SQ FT.; and

WHEREAS, the NMB Medical Center hereby acknowledges and agrees that this Declaration of Restrictions (hereinafter "Declaration") was an inducement and part of the consideration for the County to convey the Property to the NMB Medical Center.

NOW THEREFORE, in order to assure the County that the representations made by the NMB Medical Center will always be abided by, the NMB Medical Center, for sufficient consideration, makes the following Declaration covering and running with the Property.

The NMB Medical Center hereby agrees and stipulates as follows:

Permitted Use of the Property. The Property shall solely be used for the construction, maintenance, and ongoing operation of a community healthcare clinic ("Clinic") as described below, and for no other use. Construction of the Clinic shall be completed, as evidenced by a final certificate of occupancy, within five years of the conveyance of the Property. Immediately following its completion, the Clinic shall be continuously operated for the sole purpose of providing no cost primary care medical services, holistic health education, and other ancillary services to Miami-Dade County residents and visitors. Nothing in this Declaration, however, shall prevent the Clinic from charging a discounted fee for laboratory services, medications, medical supplies, or medical treatment from specialists. The Clinic shall maintain regular business hours, and shall be open to the public for a minimum of 20 hours weekly. Such Clinic shall substantially consist of a minimum of 1000 square feet of space dedicated primarily to providing the primary care medical services and holistic health education described above.

County Inspection. It is hereby agreed that Miami-Dade County, or its duly authorized agents, shall have the right at any time during normal working hours of entering and inspecting the

Property, or the NMB Medical Center's financial and accounting records, to determine whether the requirements herein are being fully complied with.

Covenant Running with the Land. This Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the NMB Medical Center, and its subsidiaries, successors and assigns until such time as the same is modified, amended or released by mutual agreement with, and as evidenced by resolution of, Miami-Dade County. The NMB Medical Center, its subsidiaries, successors and assigns, agrees that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County.

Assignment, Lease or Subsequent Conveyance. The NMB Medical Center shall not assign, lease, or convey the Property to any person or entity without the prior written consent of Miami-Dade County, which may be withheld in its sole and absolute discretion.

Modification, Amendment, Release. This Declaration may not be amended or released without the written consent of Miami-Dade County, in its sole and absolute discretion.

Authorization for Miami-Dade County to Reacquire the Property. In the event any of the terms or covenants of this Declaration are not being complied with, the Property shall immediately revert to the County, along with any and all improvements thereon, without cost to the County, subject to the following exception. If a final certificate of occupancy has been issued for the Clinic prior to the County exercising its reversionary rights, the County shall pay the NMB Medical Center, or its successors or assigns, for the value of any permanent structural improvements, less the total hard and soft costs which would be incurred by the County in remodeling, repairing, and converting such improvements to make them fit for use as office space. The value of the improvements, and the cost of any remodeling or repairing the permanent improvements to make them fit for use as office space, shall be conducted by an appraiser and any other professionals the appraiser hires to assist in the valuation. This appraiser shall be selected by the County, in its sole discretion, and any and all costs associated with appraising the value of the improvements, including but not limited the cost of the appraiser and other professionals hired by the appraiser, shall be additionally deducted from the monies paid by the County for the value of the improvements. Such payment need not be made until 30 days after the appraiser issues a certified appraisal to the County. These rights shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising, at will, such other additional rights, remedies, or privileges.

Severability. Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, Miami-Dade County shall be entitled to reacquire the Property predicated

upon the invalidated portion of this Declaration as a result of its reversionary interest in the Property.

Recording. This Declaration shall be filed in the public records of Miami-Dade County, Florida at the cost of the NMB Medical Center, following the conveyance of the Property to the NMB Medical Center. This Declaration shall become effective immediately upon recordation. This Declaration shall be filed on the date the Property is conveyed to the NMB Medical Center.

Acceptance of Declaration. The NMB Medical Center acknowledges that acceptance of this Declaration does not obligate Miami-Dade County in any manner, and does not entitle the NMB Medical Center to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to any application, in whole or in part.

Incorporation of Recitals. The NMB Medical Center hereby agrees that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration.

IN WITNESS WHEREOF, the representatives NMB Medical Center, have caused this Declaration to be executed by their respective and duly authorized representative on this 25th day of March, 2010, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

North Miami Beach Medical Center, Inc.,
a Florida not-for-profit corporation

Michelle Montalvo
Witness/Attest:

Sevick Madril
Witness/Attest:

By: Eiken Ramsaran
Name: GILEEN RAMSARAN M.D.
Title: CEO

STATE OF Florida

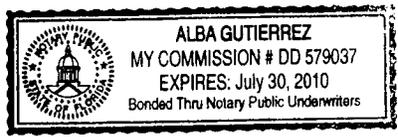
SS:

COUNTY OF miami dade

The foregoing instrument was acknowledged before me this 25 day of March, 2010, by Eiken Ramsaran, of the NMB Medical Center, a Florida not-for-profit corporation, whose title is CEO and s/he has produced personally known as identification.

(SEAL)
Alba Gutierrez

Notary Public-State of _____
Commission Number: _____



MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By: _____
Name: _____
Title: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____
Name: _____
Title: Assistant County Attorney