



**MEMORANDUM**

Agenda Item No. 11(A)(8)


**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 3, 2012

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

**SUBJECT:** Resolution pursuant to Section 125.38,  
Florida Statutes, approving terms of and  
authorizing execution by County Mayor  
of a lease agreement between Miami-  
Dade County and Miami Children's  
Initiative, Inc.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.



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R. A. Cuevas, Jr.  
County Attorney

RAC/cp



# MEMORANDUM

(Revised)

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County Attorney

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**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.: 11(A)(8)  
7-3-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI CHILDREN'S INITIATIVE, INC., A FLORIDA NON-PROFIT CORPORATION, FOR OFFICE SPACE AT THE JOSEPH CALEB COMMUNITY CENTER LOCATED AT 5400 NW 22<sup>ND</sup> AVENUE, MIAMI, FOR AN INITIAL TWO YEAR TERM AND ONE ADDITIONAL TWO YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS CONTAINED THEREIN

**WHEREAS**, pursuant to Resolution No. R-355-07 this Board designated the Magic City Children's Zone and urged the State legislature to create the Magic City Children's Zone Pilot Project; and

**WHEREAS**, pursuant to Section 409.147, Florida Statutes (the "Statute"), the State legislature created within the Liberty City neighborhood in Miami-Dade County a 10-year pilot project zone for the purpose of creating a community based service network that develops, coordinates, and provides quality education, accessible health care, youth development programs, opportunities for employment, and safe and affordable housing for children and families living within its boundaries and has appropriated State funds for this effort (the "Miami Children's Initiative Project"); and

**WHEREAS**, in accordance with the Statute, the State through its Department of Children and Families contracted with the Ounce Prevention Fund of Florida ("Ounce") to, among other things, provide fiscal oversight for the pilot project and technical assistance for the development and implementation of the strategic community plan, and delegated to Ounce the task of

establishing the Miami Children's Initiative, Inc., the non-profit entity organized for the purpose of managing Miami Children's Initiative Project; and

**WHEREAS**, the Miami Children's Initiative Project is a collaborative effort among the State, the County, Miami Children's Initiative and the private sector; and

**WHEREAS**, pursuant to Resolution No. R-1277-08, as amended by Resolution No. R-933-09, this Board encouraged Ounce to create the Miami Children's Initiative, Inc. to facilitate fundraising, secure broad community ownership of the Miami Children's Initiative Project, and oversee implementation of the strategic community plan; and

**WHEREAS**, Miami Children's Initiative, Inc. currently uses 4,155 square feet of office space at the Miami-Dade County-owned Caleb Center located at 5400 N.W. 22<sup>nd</sup> Avenue, Miami, to operate administrative offices in furtherance of the Miami Children's Initiative Project pursuant to a permit agreement; and

**WHEREAS**, Miami Children's Initiative, Inc. has been created and organized and as such it desires to lease the office space directly from the County to operate administrative offices in furtherance of its stated mission; and

**WHEREAS**, the Miami Children's Initiative, Inc. has applied to the County for use of the office space and has requested that the County grant such space free of rent and maintenance as a local government agency financial contribution to the Miami Children's Initiative Project; and

**WHEREAS**, presently Miami Children's Initiative, Inc. pays the County approximately \$64,400 in annual rent for this space; and

**WHEREAS**, the County is satisfied Miami Children's Initiative, Inc. does require the County-owned space for such use and the space is not otherwise needed for County purposes; and

WHEREAS, this Board wishes to lease to Miami Children’s Initiative the office space for an initial two year term with a renewal option for one additional two year period for nominal value (\$10) as a local government agency financial contribution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Lease between Miami-Dade County and Miami Children’s Initiative, Inc. for premises to be utilized solely for administration offices of the Miami Children’s Initiative, Inc. at nominal rent (\$10) for the initial two year term of the lease and the renewal option of one additional two year period, all in substantially the form attached hereto and made a part hereof by this reference. This Board hereby authorizes the County Mayor or the Mayor’s designee to execute the same for and on behalf of Miami-Dade County and to exercise any cancellation provisions, renewal provisions and all other rights conferred therein.

The Prime Sponsor of the foregoing resolution is Vice Chairwoman Audrey M. Edmonson. 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:

- |                      |                                     |
|----------------------|-------------------------------------|
|                      | Joe A. Martinez, Chairman           |
|                      | Audrey M. Edmonson, Vice Chairwoman |
| Bruno A. Barreiro    | Lynda Bell                          |
| Esteban L. Bovo, Jr. | Jose "Pepe" Diaz                    |
| Sally A. Heyman      | Barbara J. Jordan                   |
| Jean Monestime       | Dennis C. Moss                      |
| Rebeca Sosa          | Sen. Javier D. Souto                |
| Xavier L. Suarez     |                                     |

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 2012. 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.

GBK

Geri Bonzon-Keenan

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter designated or referred to as the "LANDLORD," and MIAMI CHILDREN'S INITIATIVE., INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

WHEREAS, The TENANT has been occupying the Demised Premises under a Permit Agreement for one (1) year commencing on April 1, 2011 through March 31, 2012.

WHEREAS, during the tenancy the TENANT paid the LANDLORD the entire cost of construction of the Demised Premises; and,

WHEREAS, the TENANT desires to continue use of the Demised Premises and LANDLORD desires to continue to allow TENANT to occupy and use the Demised Premises, and thus to create a new lease for such use; therefore

### ***WITNESSETH:***

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

Approximately 4,155 square feet of air-conditioned office space located at the CALEB Neighborhood Service Center, 5400 N.W. 22 Avenue, Fourth Floor, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of two (2) years, commencing upon approval of the Board of County Commissioners approving this Lease Agreement and shall become effective ten (10) days after, unless vetoed by the mayor, (the "Effective Date") and terminating Two (2) years thereafter, for an annual rental of Ten Dollars and 00/100 (\$10.00) for the first and second lease

years payable annually to the Board of County Commissioners and submitted to Internal Services Department, 111 N.W. 1 Street, 24<sup>th</sup> Floor, Miami, Florida 33128, or at such other place and to such other person as the LANDLORD may from time to time designate in writing.

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

**ARTICLE I**  
**USE OF DEMISED PREMISES**

The area of the Permitted Premises shall be used by TENANT solely for administration offices of the Miami Children's Initiative, Inc.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

TENANT hereby accepts the Demised Premises in "as is" condition. TENANT, with LANDLORD's prior consent and approval, shall at its own cost and expense make the required TENANT's improvements. TENANT covenants and agrees to obtain all necessary permits and approvals required by the Miami-Dade County Building and Zoning Department, county and/or local Fire Department and all local municipalities, and that all alterations and improvements shall be in conformance with all applicable laws. TENANT's use of the Center space shall be during the days and hours that the Center is open to the public. TENANT shall comply with the rules, regulations and procedures of the Center, as such may exist and be changed during the term of this Lease Agreement.

**ARTICLE III**  
**UTILITIES**

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANT as well as auxiliary services such as security services. TENANT will assume all costs associated with janitorial and custodial services for the interior of the Demised Premises and telephone services to the Demised Premises.



**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 exterior of the building.

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 interior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT OR TENANT's agents, employees, invitees, or visitors use of the Demised Premises, ordinary wear and tear excepted.

**ARTICLE V**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered unpermissible 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 either the Permitted Premises or the structures thereof 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 at the sole discretion of the LANDLORD. If the damage shall be so extensive as to render such Demised 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 Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition, if such expenses are not covered entirely by the proceeds of the insurance coverage. In no event shall TENANT be entitled to or retain any insurance proceeds as result of the

damage to the Demised Premises or any structures thereon. The election of remedies shall be at the sole discretion of LANDLORD.

**ARTICLE VI**  
**ASSIGNMENT**

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

**ARTICLE VII**  
**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 VIII**  
**SIGNS**

Interior Signs will be of the design and form of letter to be first approved by LANDLORD, the cost of interior signs 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 Demised Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

**ARTICLE IX**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said Demised 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, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

**ARTICLE XI**  
**SURRENDER OF DEMISED 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 XII**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

**ARTICLE XIII**  
**LIABILITY FOR DAMAGE OR INJURY**

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, 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, LANDLORD through its County Mayor 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 no later than thirty (30) days prior to its expiration, for an additional two (2) year renewal option period, upon the same terms and conditions.

**ARTICLE XVII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to COUNTY and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1 Street, Suite 2410, Miami, Florida 33128, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT to the Miami Children's initiative, Inc. at the CALEB Neighborhood Service Center, 5400 N.W. 22 Avenue, Fourth Floor, Miami, Florida, 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 XVIII**  
**INSURANCE**

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Commercial General Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A. M. Best Company, Oldwick, New Jersey, or its

equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and must be members of the Florida Guaranty Fund.

It is agreed that the cancellation provision of the policies are amended to give no less than thirty (30) days written notice to the certificate holder in the event of cancellation by the company except for nonpayment of premium

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement.

#### **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 Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised 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 Demised 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 LANDLORD.

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 LANDLORD 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 XXI**  
**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 XXII**  
**WRITTEN AGREEMENT**

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

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)

MIAMI CHILDREN'S INITIATIVE, INC.  
a Florida not-for-profit Corporation

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Annie Neasman.  
Chair Board of Directors  
(TENANT)

\_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

ATTEST:  
  
HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
Carlos A. Gimenez  
County Mayor  
(LANDLORD)