# MEMORANDUM

EPC
Agenda Item No. 2(G)

| | | | |
|---|---|---|---|
| **TO:** | Honorable Chairman Jean Monestime and Members, Board of County Commissioners | **DATE:** | July 9, 2015 |
| **FROM:** | R. A. Cuevas, Jr. County Attorney | **SUBJECT:** | Resolution approving terms of a Lease Agreement between the County and the City of Opa-Locka for certain County-owned property located at 14701 NW 27 Avenue, Opa-Locka, Florida for premises to be utilized by the City of Opa-Locka for the purposes of a health and wellness center for a rental amount of $1.00 per year |

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/smm

# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** September 1, 2015

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

**SUBJECT:** Agenda Item No.

**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 Mayor'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.
9-1-15

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT BETWEEN THE COUNTY AND THE CITY OF OPA-LOCKA FOR CERTAIN COUNTY-OWNED PROPERTY LOCATED AT 14701 NW 27 AVENUE, OPA-LOCKA, FLORIDA FOR PREMISES TO BE UTILIZED BY THE CITY OF OPA-LOCKA FOR THE PURPOSES OF A HEALTH AND WELLNESS CENTER FOR A RENTAL AMOUNT OF $1.00 PER YEAR; AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE EXERCISE BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, the City of Opa-Locka is a Florida Municipal Corporation of the State of Florida; and

**WHEREAS,** the City of Opa-Locka desires to use certain County-owned property located at 14701 NW 27 Avenue, Opa-Locka, Florida under Folio Nos. 08-2122-026-0010; 08-2122-025-0580; and 08-2122-025-0590 (the "Property") solely for use as a health and wellness center; and

**WHEREAS,** a health and wellness center in the City of Opa-Locka will provide the residents of the City of Opa-Locka and the County in general with much improved access to health care services and providers; and

**WHEREAS,** this resolution is time sensitive resulting from this Board's desire, without delay, to greatly improve access to health care services and providers by the residents of the City of Opa-Locka and the County in general, therefore, in accordance with Resolution No. R-333-15, the market value of each parcel comprising the Property, as reflected on the Property Appraiser's website, is disclosed as follows: $3,363,742.00 (Folio No. 08-2122-026-0010); $232,200.00 (Folio No. 08-2122-025-0580); and $232,200.00 (Folio No. 08-2122-025-0590); and

**WHEREAS,** this Board finds that pursuant to Section 125.38 of the Florida Statutes, such lease for the use of the Property would promote community interest and welfare, that the City of Opa-Locka requires the County-owned property for such use, and the Property is not otherwise needed for County purposes; and

**WHEREAS,** this Board desires to lease the Property to the City of Opa-Locka for a 30 year term with two 10-year renewal option periods at the rents set forth in the Lease Agreement (the "Lease"),

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

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board hereby approves the terms of the Lease between Miami-Dade County and the City of Opa-Locka, a Florida Municipal Corporation of the State of Florida, for premises to be utilized by the City of Opa-Locka for the purpose of a health and wellness center, for the 30 year term of the Lease and two 10-year renewal option periods, in substantially the form attached hereto and made a part hereof by this reference.

**Section 3.** This Board hereby authorizes the County Mayor or the County Mayor's designee to execute this Lease for and on behalf of Miami-Dade County and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

| | |
|---|---|
| Bruno A. Barreiro | Daniella Levine Cava |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Sally A. Heyman | Barbara J. Jordan |
| Dennis C. Moss | Rebeca Sosa |
| Sen. Javier D. Souto | Xavier L. Suarez |
| Juan C. Zapata | |

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of September, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. RAC for ES

Eugene Shy, Jr.

Jackson HEALTH SYSTEM PUBLIC HEALTH TRUST

*Miracles made daily.*

**TO:** Honorable Barbara J. Jordan
Board of County Commissioners

**FROM:** Carlos A. Migoya
President & Chief Executive Officer

**DATE:** June 23, 2015

**RE:** Public Health Trust Property: 14701 NW 27th Avenue

---

The public health needs of Miami-Dade County dwarf the capacity of any one organization. Our team of healthcare providers at Jackson Health System was excited to learn of the City of Opa-locka's vision to redevelop the property at 14701 NW 27th Avenue in support of the wellness needs in that part of our community.

Jackson has not operated this facility in many years, and we would not be able to immediately redevelop it in the face of so many competing strategic priorities. It is clearly in the best interest of our taxpayer-owners for this site to receive the focused attention envisioned by the civic and medical leaders who have championed this plan.

Please know that you have our full support for the transfer to the City of Opa-locka for the purpose of expanding healthcare services. Thank you for your continued leadership on this important topic.

If you have any questions, please feel free to call me.

c: Joe Arriola, Chairman
and Members, Public Health Trust Board of Trustees

# LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2015, 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 Opa-Locka, 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 164,822 square feet of land and building located at 14701 NW 27 Avenue, Opa-Locka, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of thirty (30) years, commencing on the earlier of, (1) the effective date of the resolution of the Board of County Commissioners, or (2) January 1, 2016 (the "Effective Date") and terminating thirty (30) years thereafter, for a total rental fee per year of One Dollar and 00/100 ($1.00) payable to the Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as the COUNTY may from time to time designate in writing. Provided, however, that this Lease Agreement shall terminate Five (5) years from the Effective Date if the Leased Premises are not being used as provided in Article I herein.

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 the purpose of a health and

wellness center for maintaining the health and preventing diseases for the resident of Opa-Locka and to County in general.

## 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 COUNTY'S written permission, which permission shall not be unreasonably withheld. Notwithstanding the foregoing requirement of TENANT's obtaining the COUNTY'S written permission and without limiting such requirement, TENANT shall only be permitted to sublet this Lease Agreement to a not for profit corporation.

## 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 $200,000 or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $300,000, 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
## OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the

option to extend this Lease Agreement for two (2) additional ten-year (10) renewal option periods, by giving COUNTY notice in writing at least One Hundred Twenty (120) days prior to the expiration of the Lease Agreement or any extension thereof, under the same terms and conditions of the initial Lease Agreement.

## ARTICLE XVI
## NOTICES

All notices or other communications which may be given pursuant to this Lease 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 Opa-Locka
780 Fisherman Street
Fourth Floor
Opa-Locka, Florida 33054

**To County**:
County Mayor
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128

**With Copies to**:

**With Copies to**:
Director
Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

## ARTICLE XVII
## 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 XVIII
## 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 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 XIX
## 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 XX
## TERMINATION

1. Termination by COUNTY. The occurrence of any of the following shall cause this Lease Agreement to be terminated by COUNTY upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the TENANT.

2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

3) Assignment by TENANT for the benefit of creditors.

4) Failure of TENANT to maintain its not-for-profit tax status.

B. Termination after ten (10) calendar days from receipt by TENANT of written notice by certified or registered mail sent to TENANT for any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period from date of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.

C. Termination after fourteen (14) calendar days from receipt by TENANT of written notice by certified or registered mail sent to the TENANT for the following:

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the TENANT has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the COUNTY in litigation instituted by the TENANT against the COUNTY, or brought by the COUNTY against TENANT (termination shall be at the option of the COUNTY).

E. COUNTY, through its County Mayor or Mayor's designee, shall have the right to terminate this Lease Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the TENANT one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Lease Agreement, at the time the COUNTY elects to provide the TENANT with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Lease Agreement.

2. Termination by TENANT. The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the COUNTY at least thirty (30) calendar days written notice prior to its effective date.

## 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
## HOLDOVER

If TENANT, with COUNTY'S consent, remains in possession of the demised premises after expiration of the term and if COUNTY's and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as

herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

## ARTICLE XXIII
## 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 OPA-LOCKA,**
**A FLORIDA MUNICIPAL CORPORATION**

ATTEST:_____ BY:_____

CITY CLERK CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

BY:_____ BY: _____

CITY ATTORNEY RISK MANAGEMENT DIRECTOR

(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