Approved _____ Mayor
Veto _____
Override _____

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

04-24-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-394-07

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE LEASE AGREEMENT AT THE HIALEAH NEIGHBORHOOD SERVICE CENTER, 300 EAST FIRST AVENUE, ROOM 113, HIALEAH, WITH THE CITY OF HIALEAH AND THE UNIVERSITY OF FLORIDA, FOR PREMISES TO BE UTILIZED BY THE CONSUMER SERVICES DEPARTMENT FOR THE OPERATION OF THE 4-H YOUTH DEVELOPMENT PROGRAM AND THE UNIVERSITY OF FLORIDA "EXTENSION" EXPANDED FOOD AND NUTRITION EDUCATION PROGRAM; AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board 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 the retroactive Lease Agreement between Miami-Dade County, the City of Hialeah, a Florida municipal corporation and the University of Florida, for and on behalf of the Board of Regents, a public corporation of the State of Florida for premises to be utilized by the Consumer Services Department for its 4-H Youth Development/Cooperative Program in conjunction with the University of Florida's "Extension" Expanded Food and Nutrition Education Program in substantially the form attached hereto and made a part hereof; authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Carlos A. Gimenez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

# MEMORANDUM

**(Revised)**

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

**DATE:** April 24, 2007

**FROM:** Murray A. Greenberg 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**

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

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of April, 2007. 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: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Hugo Benitez

# LEASE AGREEMENT

THIS AGREEMENT made on the day of, 2006, by and between City of Hialeah, Florida, a Florida municipal corporation "LANDLORD" and Miami-Dade County, a political subdivision of the State of Florida, and the University of Florida, for and on behalf of the Board of Regents, a public corporation of the State of Florida, collectively, TENANTS" for the benefit of the Miami-Dade County Cooperative Extension Program of the Institute of Food and Agricultural Sciences.

**WITNESSETH:**

The "LANDLORD", for and in consideration of the restrictions and covenants herein contained, hereby leases to "TENANTS" and "TENANTS" hereby agree to lease from "LANDLORD" the Demised Premises Described as follows:

> Room 113, comprising of 1,610 rentable square feet of the demised premises located at the Hialeah Neighborhood Service Center, located at 300 East First Avenue, Hialeah, Florida, having a legal description of Lots 13, 14 and 15, Block 9, Town of Hialeah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD unto the said TENANTS for a term of one (1) year, commencing on December 1st, 2006, and terminating on November 30th, 2007, for an annual rental of Eleven Thousand Two Hundred Seventy and 04/100 Dollars ($11,270.04), payable in twelve (12) monthly installments of Nine Hundred Thirty-Nine Dollars and 17/100 ($939.17), payable on the first day of each month for the preceding month. The rental shall be paid to the

LANDLORD at:

City of Hialeah
Attn: Michael Flores, Purchasing Director
Raul L. Martinez Government Center
501 Palm Avenue
Hialeah, Florida 33010

# Memorandum

MIAMI-DADE COUNTY

**Date:** April 24, 2007

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 with the City of Hialeah and University of Florida for Consumer Services Department located at 300 East First Avenue, Room 113, Hialeah
Property # 3118-00-00

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The attached Lease Agreement has been prepared by General Services Administration at the request of the Consumer Services Department and is recommended for approval. This lease is retroactive due to delays in receiving the signed leases from the City of Hialeah following changes in the City Attorney's Office.

| | |
|---|---|
| PROPERTY: | Hialeah Neighborhood Service Center<br>300 East First Avenue, Room 113, Hialeah |
| COMMISSION DISTRICT: | 6 |
| OWNER: | City of Hialeah, a Florida municipal corporation |
| USE: | 1,610 rentable square feet of air-conditioned office space. |
| JUSTIFICATION: | The Consumer Services Department has a need to continue utilizing this facility for the operation of its 4-H Youth Development/Cooperative Program and the University of Florida "Extension" Expanded Food and Nutrition Education Program. The programs have been in this location since 1988. |
| LEASE TERM: | One year with two additional one-year renewal option periods. |
| COMMENCEMENT DATE: | Commenced on December 1, 2006 and terminates November 30, 2007. |
| RENTAL RATE: | Annual rent remains at the current rate of $11,270.04, which is equal to $7.00 per square foot. The University of Florida will contribute $7,800.00 and Miami-Dade County will contribute $3,470.04. The rental rate will be under the terms agreeable to the Landlord in order that the expenses of properly maintaining the facility are adequately met each renewal option period. |

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be $3,608.84, which is comprised of the following:

**First-year Occupancy Cost:**

| | Total Dollars | PSF |
|---|---|---|
| Annual Base Rent | | |
| First year (to be shared as follows): | | |
| Miami-Dade County | 3,470.04 | |
| University of Florida | 7,800.00 | |
| | $11,270.04 | $ 7.00 |
| Indirect Expenses: | | |
| Lease Management Fee (4%) | 138.80 | |
| Total Cost to County first year | $ 3,608.84 | $ 7.00 |

LEASE CONDITIONS: Full service lease. The Landlord shall be responsible for electricity, water and sewer, trash disposal, janitorial and custodial services, HVAC system, maintenance and repairs, plumbing and electrical lines, mechanical systems, roof, structural elements, and the exterior of the building including all common areas, parking lot and landscape.

CANCELLATION PROVISION: Either party may cancel at any time by giving sixty (60) days prior written notice.

FUNDING SOURCE: General Fund and the University of Florida. This item has been budgeted in the Consumer Services Department operating budget.

CURRENT LEASE: The current lease was approved by the Board on December 4, 2003, by Resolution # R-1306-03. The Lease commenced December 1, 2003 for one year with two (2) one-year renewal option periods.

OTHER PROPERTIES EVALUATED: 489 Hialeah Drive, Hialeah. The rent is $ 13.50 per square foot plus operating expenses for a full service lease.

Westland Executive Office Park, 1700 West 49 Street, Hialeah. The rent is $17.00 per square foot plus Common Area Maintenance expenses, for a full service lease.

1275 West 47 Place, Hialeah. The rent is $7.00 per square foot, for a triple net lease.

Assistant County Manager

## ARTICLE I
## USE OF DEMISED PREMISES

The area of the demised shall be used by the TENANTS for administrative offices and for the operation of the Expanded Food and Nutrition Education Program.

## ARTICLE II
## CONDITION OF DEMISED PREMISES

The LANDLORD, at its own expense, shall cause the demised premises to be in a state of good repair and suitable for usage by the TENANTS at the commencement of this Lease. Subject to the above, the TENANTS hereby accept the demised premises in the condition it is in at the beginning of this Lease Agreement.

## ARTICLE III
## UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANTS. TENANTS will pay all telephone equipment installation, service, repair, and all other costs related thereto to the operation of telephone service, plus all call charges, including long distance calls.

## ARTICLE IV
## MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the interior and exterior of the building to the extent that such is necessary as a result of normal wear and tear. The TENANTS shall be responsible for the reasonable care of the leased area.

## ARTICLE V
## ALTERATIONS BY TENANTS

TENANTS may not make any alterations, additions, or improvements in or to the demised premises without the written consent of the LANDLORD. Any improvements agreed upon by the LANDLORD which when removed would cause damage to the demised premises may not be removed without the consent of the LANDLORD.

## ARTICLE VI
## DESTRUCTION OF DEMISED PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANTS shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of the casualty. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANTS shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD.

TENANTS shall not be liable for rent during such period of time, as the demised premises shall

be untenantable by reason of fire, windstorm, or other casualty. In the event of partial destruction or damages to the demised premises, which do not render the demised premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANTS are deprived of use, occupancy or full enjoyment of the premises.

## ARTICLE VII
## HANDICAPPED STANDARDS AND ALTERATIONS

The LANDLORD agrees that the demised premises now conform, or that, prior to TENANTS' occupancy, the said premises shall at LANDLORD's expense, be brought into compliance with, the requirements of Sections 255.21 and 255.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code, providing Standards for Special Facilities for the Physically Disabled, and any applicable implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 2 & 794 and the American with Disabilities Act as applicable.

## ARTICLE VIII
## NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANTS or the owner thereof. The LANDLORD shall not be liable to TENANTS for any damage to such personal property unless caused by or due to negligence of LANDLORD, its agents or employees.

## ARTICLE IX
## ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, the TENANTS shall not sublet, transfer, mortgage, pledge or dispose of this Lease or the term thereof.

## ARTICLE X
## LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter the demised premises during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises at any time within thirty (30) days before the expiration of this Lease. Such right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations of additions, which do not conform to this Lease Agreement.

## ARTICLE XI
## PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANTS shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

## ARTICLE XII
## SURRENDER OF DEMISED PREMISES

TENANTS agree to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased 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 XIII
## INDEMNIFICATION AND HOLD HARMLESS

The University of Florida assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University of Florida and its officers, employees, servants and agents while acting within the scope of their employment by the

University of Florida. The University of Florida, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with suck protection being applicable to the University of Florida's officers, employees, servants, and agents while acting within the scope of their employment by the University of Florida.

The University of Florida and City of Hialeah further agree that nothing contained here shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the City of Hialeah or the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City of Hialeah or the State of Florida beyond the waiver provided in Section 768.28 of the Florida Statutes.

In regard to any all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses and liability which arise from the joint or concurrent negligence of LANDLORD and TENANTS, each party shall assume responsibility in proportion to the degree of its respective fault.

## 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, the TENANTS are hereby granted the option to extend this Lease Agreement for two successive one-year renewal option periods,

under the terms and conditions agreeable to the City of Hialeah in order that the expenses of properly maintaining the facility are adequately met, by giving the LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. The LANDLORD shall have the right to deny the renewal request for any reason, by providing TENANTS notice in writing within ten (10) days of receipt of TENANTS' Notice of Exercise of Option to Renew.

## ARTICLE XVI
## CANCELLATION

Either party shall have the right to cancel this Lease Agreement at any time by giving the other party at least sixty (60) days written notice prior to its effective date.

## ARTICLE XVII
## NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Mayor, City of Hialeah, 501 Palm Avenue, P.O. Box 40, Hialeah, Florida 33011, shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANTS, and mailed to: Hialeah Neighborhood Service Center, City of Hialeah, 300 East First Avenue, Hialeah, Florida 33010, shall constitute notice to the TENANTS, to comply with the term of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

## ARTICLE XVIII
## ADDITIONAL PROVISIONS

It is further understood and agreed by the respective parties hereto that this Lease Agreement is subject to the intent, purposes and conditions for which the Blanche Morton/City of Hialeah

Neighborhood Service Center was constructed and approved by the United States Department of Housing and Urban Development.

To implemented said intent, purposes and conditions, the TENANTS will, to the maximum feasible, extent: (1) employ and train qualified residents of the Hialeah area and adjacent areas; (2) purchase supplies and services from business sources, including small and minority business, in the Hialeah area; (3) direct its services primarily to the residents of the Hialeah area; (4) work with the Hialeah citizen participation network to maximize the coordinated delivery of services to residents of the "neighborhood Strategy Areas"; (5) work with Center Staff and other TENANTS in developing and establishing flexible office hours to meet the needs of residents, and the general policies, rules and procedures for operation of the Center; and (6) work with the City of Hialeah staff and other TENANTS in the development and establishment through the Center of an integrated social service delivery system for Hialeah.

## ARTICLE XIX
## INSURANCE

The TENANTS shall maintain, during the term of this Lease Agreement, public liability insurance on a comprehensive basis, including contingent liability in amounts not less than $100,000.00 per person and $300,000.00 per occurrence for bodily injury, and $25,000.00 per occurrence for property damage.

The public liability insurance manuals are applicable to the operations of the TENANTS under the terms of this Lease Agreement. If the TENANTS are self-insured agencies, the liability insurance required by this article may be provided by the self-insured entity.

The TENANTS shall file Certificate of Insurance prior to commencing any operations under this Lease Agreement. The Certificate of Insurance may be issued by the appropriate representative of the TENANTS' insurance department. Certificates shall name the City of Hialeah

as an additional insured party. Said Certificates shall clearly indicate that the TENANTS has obtained insurance the type, amount, and classifications required by the Article and any modifications to these insurance requirements as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State of County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice for the City of Hialeah.

## ARTICLE XX
## NON-DISCRIMINATION

The TENANTS agree that no person shall, on the basis of race, color, national origin, sex, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the TENANTS in the performance of this Lease Agreement, and shall abide by all Federal and State laws regarding such discrimination. It is expressly understood that upon receipt of evidence of such discrimination, the City of Hialeah shall have the right to terminate this Lease Agreement.

## ARTICLE XXI
## WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an Agreement in writing and sealed by LANDLORD and TENANTS, after prior authorization by the appropriate legislative bodies, if any.

## ARTICLE XXII
## COUNTERPART

This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall be considered one and the same document.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

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

(OFFICIAL SEAL)

LANDLORD:

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P.O. Box 11-0040
Hialeah, Florida 33011-0040

ATTEST:

Authorized signature on behalf of the City of Hialeah, Florida

2-6-07

Rafael E. Granado
City Clerk

Mayor Julio Robaina Date

Approved as to legal sufficiency and form:

William M. Grodnick
City Attorney

Approved as to insurance requirements:

Edward DeMicco Date
Risk Manager

(OFFICIAL SEAL)

TENANT:

The University of Florida, for an on Behalf of the Board of Regents, State of Florida

WITNESS:

Witness

Authorized signature on behalf of:

ATTEST:

University President or Authorized Designee

(OFFICIAL SEAL)

TENANT:

MIAMI-DADE COUNTY, FLORIDA
BY IT'S BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By:_____
Carlos Alvarez
Mayor

Date

Approved by the County Attorney as to
Legal sufficiency and form: _____