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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

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

Resolution No. R-1165-08

Date: November 20, 2008

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

From: George M. Burgess
County Manager

Subject: Sub-Lease Agreement at 11805 S.W. 26 Street, Miami
for the State of Florida Department of Health,
Miami-Dade County Health Department, Bureau of Environmental Health
Property # 4912-00-01

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Sub-Lease Agreement at the County's Permitting and Inspection Center, located at 11805 S.W. 26 Street, with the State Department of Health, Miami-Dade Health Department, Bureau of Environmental Health (DOH). The DOH will utilize the space to issue septic tank and potable water well construction permits. This item was prepared by General Services Administration at the request of the DOH.

PROPERTY:	Miami-Dade County Herbert S. Saffir Permitting & Inspection Center 11805 S.W. 26 Street, Building K, Miami.
COMMISSION DISTRICT:	10
OWNER:	United States Development Ltd.
TENANT:	Miami-Dade County
PROPOSED SUB-TENANT:	State of Florida Department of Health, Miami-Dade County Health Department, Bureau of Environmental Health (DOH)
USE:	1,460 square feet of office space.
JUSTIFICATION:	The DOH is already occupying 700 square feet of office space at this location through a sub-lease agreement that was approved by the Board on April 24, 2007 by Resolution No. R-495-07. That sub-lease agreement commenced on February 5, 2007 and is for a one year term with five additional one-year renewal option periods. The current annual rental amount is $17,500.00, which is equal to $25.00 per square foot. In light of the fact that the terms of the existing sub-lease are changing considerably, a new sub-lease agreement is being proposed. This sub-lease agreement will extend the term of the lease from one year to three years, increase the leased rentable area from 700 square feet to 1,460 square feet, and increase the rental amount from $25.00 per square foot to $30.00 per square foot. The existing sub-lease will be cancelled once this new sub-lease is approved by the Board.

LEASE TERM:	Three (3) years with four (4) additional one-year renewal option periods.
RENTAL RATE:	Annual rent for the first year is $43,800.00, which is equal to $30.00 per square foot. Annual rent for the second year is $45,990.00, which is equal to $31.50 per square foot. Annual rent for the third year is $48,289.50, which is equal to $33.08 per square foot. The rental amount for the subsequent renewal option periods will be determined by the General Services Administration and will be based on the operational costs of the building.
COMENCEMENT DATE:	Commencing upon the effective date of the resolution of the Board of County Commissioners approving this sub-lease agreement and terminating three years thereafter.
LEASE CONDITIONS:	Full service lease. The County is responsible for all utilities and maintenance charges, as well as for janitorial and custodial services.
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:	Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement, exercise the cancellation provision, and exercise the four (4) additional one-year renewal option periods.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: November 20, 2008

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

SUBJECT: Agenda Item No. 8(F)(1)(K)

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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(K)
11-20-08

RESOLUTION NO. R-1165-08

RESOLUTION AUTHORIZING EXECUTION OF A SUB-LEASE AGREEMENT AT THE MIAMI-DADE COUNTY HERBERT S. SAFFIR PERMITTING AND INSPECTION CENTER, 11805 S.W. 26 STREET, MIAMI, WITH STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, BUREAU OF ENVIRONMENTAL HEALTH, FOR PREMISES TO BE UTILIZED AS A PERMITTING OFFICE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S 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 Sub-Lease Agreement between Miami-Dade County and the State of Florida Department of Health, Miami-Dade County Health Department, Bureau of Environmental Health, for premises to be utilized as a permitting office, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

SUB-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 State of Florida Department of Health, Division of Miami-Dade County Health Department, a political subdivision 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 1,460 square feet of office space in the Herbert Saffir Permitting and Inspection Center located at 11805 S.W. 26 Street, Miami.

TO HAVE AND TO HOLD unto said TENANT for a term of Three (3) year, commencing on the earlier of, (1) the effective date of the resolution of the Board of County Commissioners, and (2) occupancy of space, (the "Effective Date") and terminating Three (3) years thereafter, for an annual rental of Forty Three Thousand Eight Hundred Dollar and 00/100 ($43,800.00), payable in twelve (12) equal monthly installments of Three Thousand Six Hundred Fifty Dollar and 00/100 ($3,650.00), for the first year of the initial term. For the second initial year the annual rental amount for Forty Five Thousand Nine Hundred Ninety Dollar and 00/100 ($45,990.00), payable in twelve (12) equal monthly installments of Three Thousand Eight Hundred Thirty-Two and 50/100 ($3,832.50) for the second initial year. The annual rental of Forty Eight Thousand Two Hundred Eighty-Nine Dollar and 50/100 ($48,289.50), payable in twelve (12) equal monthly installments of Four Thousand Twenty-Four Dollar and 13/100 ($4,024.13), for the third year initial year, payable to the Board of County Commissioner at the

General Services Administration, 111 N.W. First Street, Suite 2410, Miami, Florida 33128, 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 State of Florida Department of Health, Division of Miami-Dade County Health Department, Bureau of Environmental Health as administrative offices.

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 Sub-Lease Agreement.

ARTICLE III
UTILITIES

The LANDLORD, 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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Sub-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 Sub-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 Sub-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, agreements, and undertakings contained in this Sub-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, shall have the right to cancel this Sub-Lease Agreement at any time by giving the other at least thirty (30) days written notice prior to its effective date.

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ARTICLE XVI
OPTION TO RENEW

Provided this Sub-Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Sub-Lease Agreement for four (4) additional one-year (1) renewal option periods, except that the rental amount shall be adjusted based upon an annual review and determination by the General Services Administration of the operational costs of the building, by giving COUNTY notice in writing at least sixty (60) days prior to the expiration of this Sub-Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

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 TENANT:
State Department of Health
Miami-Dade County Health Department
8323 N.W. 12 Street, Suite 214
Miami, Florida 33126

To County:
County Manager
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

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 Sub-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 Sub-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 Sub-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.

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.

STATE OF FLORIDA DEPARTMENT OF HEALTH,
MIAMI-DADE COUNTY HEALTH DEPARTMENT
BUREAU OF ENVIRONMENTAL HEALTH

ATTEST:_____ BY: _____ 9-17-03
DR. LILLIAN RIVERA.
ADMINISTRATOR (TENANT)

(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)