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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)(A)

Date: July 20, 2010

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

From: George M. Burgess
County Manager

Resolution No. R-804-10

Subject: Limited Motor Vehicle Parking License Agreement
Rohde Building, North Parking Garage, 105 NW 5 St., Miami

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Limited Motor Vehicle Parking License Agreement ("Agreement") at Rohde Building, North Parking Garage, 105 NW 5 St., Miami, with the State of Florida, Department of Management Services ("State"), for one hundred (100) parking spaces being utilized by the General Services Administration, Parking Section. The Agreement has been prepared by the General Services Administration.

PROPERTY:	Rohde Building, North Parking Garage, 105 NW 5 St., Miami
USE:	100 parking spaces.
COMMISSION DISTRICT:	3
IMPACTED DISTRICTS:	3 and 5
OWNER:	State of Florida, Department of Management Services
JUSTIFICATION:	In August 2010 the County is planning to close the County's North Parking Lot, 112 NW 3 Street, Miami, for the construction of the new Children's Courthouse. This parking lot presently contains 338 parking spaces. Additionally, the County is planning to close 165 parking spaces in the West Parking Lot, 201 NW 2 Avenue, Miami, in August 2010, for the construction of the West Lot Garage and office building. The new parking garage will contain 810 parking spaces and approximately 45,000 square feet of office space for the Tax Collector. Since this Agreement restricts us to parking only County vehicles in its garage, the County will move 100 pool vehicles from the Hickman Garage to the State's facility. In order to facilitate the move from one facility to the other, we have already moved most of our monthly accounts from the North Lot to the Hickman Garage. This mitigates some of our expected revenue losses which we anticipate will be mainly from transient customers.
LEASE TERM:	Month to month.
EFFECTIVE DATES:	July 1, 2010

LICENSE RATE: The License fee is ten and no/dollars $10.00 per space per month which equals $1,000 per month or $12,000 on an annual basis.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated at $13,180.00, which is comprised of the following expenses:

First Year Occupancy Cost:

	Total Dollars	Per Space
Annual Base Rent		
Annual Base Rent:	$ 12,000	$120.00
Indirect Expense:		
Initial Access Card Fee	$ 700	
Lease Management Fee (4%)	$ 480	
Total Cost to County, first year:	**$ 13,180**	

LEASE CONDITIONS: Licensor will provide regular maintenance to keep the portion of the garage subject to this Agreement in a clean, neat, orderly and safe condition.

CANCELLATION PROVISION: Either party many terminate for any reason with 60 day prior written notice.

FUNDING SOURCE: This item has been budgeted in GSA's operating budget. The Index Code is GS01327693 Sub Object Code is 25511.

LISCENSE MONITOR: Leland S. Salomon, Division Director

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute the attached license agreement and to exercise the cancellation provision.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: July 20, 2010

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

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

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. 8(F)(1)(A)
7-20-10

RESOLUTION NO. R-804-10

RESOLUTION AUTHORIZING EXECUTION OF A LIMITED MOTOR VEHICLE PARKING LICENSE AGREEMENT AT 105 NW 5 STREET, MIAMI, WITH THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES, FOR ONE HUNDRED PARKING SPACES BEING UTILIZED BY MIAMI-DADE COUNTY GENERAL SERVICES ADMINISTRATION, WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $13,180 FOR THE FIRST YEAR OF THE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE 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 execution of a Limited Motor Vehicle Parking License Agreement between THE State of Florida, Department of Management Services, for 100 parking spaces being utilized by the Miami-Dade General Services Administration, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same 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 foregoing resolution was offered by Commissioner Barbara J. Jordan, 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:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman absent

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Jorge Martinez-Esteve

Limited Motor Vehicle Parking License Agreement

This License Agreement (the "Agreement") is made effective April 15, 2010 by and between the State of Florida, Department of Management Services ("Licensor") and Miami-Dade County ("Licensee" or "County") (collectively, the Parties).

Whereas, Licensor leases and is responsible for management and maintenance of the Rohde Building, located at 401 Northwest 2nd Avenue, Miami, Florida, and the adjoining North Parking Garage ("Garage"), and;

Whereas, Licensor wishes to grant a license for the use of the Garage to Licensee to meet Licensee's parking needs.

Now therefore, the Parties hereby agree and covenant as follows:

Section 1. License, Exclusivity, Term

Licensor grants Licensee a conditional and exclusive license to use parking spaces 472-500 on the ramp from the fifth floor to the sixth floor and parking spaces 500-572 on the sixth floor (100 spaces) of the Garage for parking of County vehicles. Vehicles parked in these spaces must bear a County license plate. The term of this license shall be on a month-to-month basis, subject to the conditions set forth in this agreement.

Section 2. Commencement and Termination

The term of this license shall commence on July 1, 2010 and shall continue on a month-to-month basis. Either Party may terminate this Agreement for any reason, upon providing 60 days written notice.

Section 3. Payment

Licensee shall pay to Licensor a fee of $10 per space, per month. Licensee shall pay the fee within 15 days of the first day of a respective month.

Section 4. Terms of Access to the Garage

a. Access Cards - Prior to the commencement of this License Agreement, Licensor shall provide access cards for the Garage to Miami-Dade County, General Services Administration, Parking Operations. Licensee shall limit issuance of access cards to one card per space. Licensee shall pay Licensor an initial fee of $7 per access card issued. In the event Licensee requires replacement access cards, Licensor shall provide them at the rate of $20 per card.

b. Hours of Access - Licensee may access the parking spaces described in Section 1 from 6:00 a.m. until 5:30 p.m. Monday through Friday. No access will be provided between the hours of 5:30 p.m. and 6:00 a.m. on weekdays and no access will be permitted between 5:30 p.m. Friday and 6:00 a.m. Monday.

c. Miami-Dade Vehicles Only - This Agreement grants access to the Parking Spaces to only vehicles clearly marked as Miami-Dade County vehicles.

Licensor Initials _____

Licensee Initials _____

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d. Additional Access - Licensor may, at its option, grant Licensee additional access outside the scope of this agreement. Licensee must provide at least 48 hours notice of its need for additional access. Additional access must be coordinated with the Licensor's representative as follows:

Tim Neal, Facility Manager
Rohde Building
401 NW 2nd Avenue
Miami, Florida
Tim.neal@dms.myflorida.com
(305) 377-5966

Section 5. Use of the Garage

a. Limitation of Use - Licensee acquires no right or privilege in the Garage except the right to use the Garage as specified in this Agreement.

b. Vehicle Parking - Licensee will use and occupy the Garage for vehicle parking only. Licensee shall not park any vehicle in the Garage that is too large to fit within the lines without material interference with vehicle parking in adjacent spaces.

c. Safety and Security - Licensee will use the Garage in a careful, safe, and proper manner and will not permit any waste or nuisance in the Garage except for as caused by the normal operation of vehicular traffic and parking. If Licensee so desires, in its sole discretion, it shall provide and pay for security personnel to provide premises security for the entire time it uses the Garage subject to this Agreement. Licensee acknowledges that Licensor is not responsible for providing premises security for the portion of the Garage subject to this Agreement.

Section 6. Condition of Premises and Property

Licensor will continue regular maintenance of the portion of the Garage subject to this Agreement in a clean, neat, orderly, and safe condition. Licensor reserves the right to bill Licensee, and Licensee agrees to pay for any special maintenance, repair, cleaning or other services are required because of Licensee's abuse or negligence.

Section 7. Licensor's Right of Entry

Licensor reserves an unbridled right of entry for its representatives, agents and employees at any time for any purpose, including examining and inspecting the top floor of the Garage and any property of Licensor located in the top floor of the Garage.

Section 8. Compliance with Laws

Licensee shall at all times comply with all applicable laws, codes, ordinances and orders governing Licensee's use of the Garage, including special parking and use requirements as Licensor may make from time to time.

Section 9. Indemnity

Licensee does hereby agree to indemnify and hold harmless the Licensor to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Licensee shall not be held liable to pay a personal injury or property damage claim or judgment 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 occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Licensee. However, nothing herein shall be deemed to indemnify the Licensor from any liability or claim arising out of the negligent performance or failure of performance of the Licensor or any unrelated third party. In addition, to the extent allowed by law, Licensor's liability shall be limited as provided for in Subsection 768.28, Florida Statutes.

Section 10. Breach

In the event Licensee violates, or fails to comply with any term, condition, or obligation of this Agreement, or be in any manner in default under this Agreement, Licensor may declare this Agreement cancelled and terminated, and further reserves its right, without notice and without recourse to any legal proceeding, to enter the Garage and repossess all property included within the terms of this Agreement.

Section 11. No Transfer or Assignment

Licensee shall not assign any portion of this Agreement without the prior express written consent of Licensor. Any assignment made either in whole or in part without the prior express written consent of licensor shall be void and without legal effect.

Section 12. Notices

All notices, requests, or other communications provided for or concerning this agreement shall be in writing and be deemed sufficiently given and sufficiently received when mailed by first class mail, postage prepaid, to the following respective addresses:

TO LICENSOR: Department of Management Services
Division of Real Estate Development and Management
Paid Parking Section
4050 Esplanade Way
Tallahassee, Florida 32399

TO LICENSEE: Miami-Dade County
General Services Administration
Office of Real Estate Development and Services
111 Northwest 1st Street, Suite 2410
Miami, Florida 33128

Section 13. No Waiver

The failure of either Party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

Section 14. Relationship of the Parties

Licensor and Licensee have entered into this Agreement for the sole purpose of granting the limited and licensed use by Licensee of the Garage. Nothing in this Agreement shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties.

Section 15. Bond Covenants

This Agreement is subject to compliance with all statutory and regulatory requirements, including applicable bond covenants relating to the private use of public or state property. Licensor reserves the right to immediately revoke and terminate all licenses bestowed by this Agreement, or to amend the terms and conditions of this Agreement unilaterally as necessary to maintain full compliance with such requirements.

Section 16. Terminology

All terms used in this Agreement shall include both the singular and plural forms.

Section 17. Entire Agreement

This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Section 18. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.

Section 19. Interpretation

This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

Section 20. Headings

The headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement or affect this Agreement's construction or interpretation.

Section 21. Governing Law and Venue

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, with all proceedings and adjudications conducted in Leon County, Florida.

Licensor Initials _____

Licensee Initials _____

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In witness hereof, the Parties' authorized representatives hereby execute this agreement.

LICENSEE

Signature	Printed Name	Title	Date

WITNESS

Signature	Printed Name	Title	Date

LICENSOR

Signature	Printed Name	Title	Date

OFFICE OF GENERAL COUNSEL

Signature	Printed Name	Title	Date