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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: October 5, 2010

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

From: George M. Burgess
County Manager

Subject: Retroactive Lease Agreement with the City of Hialeah at the Hialeah Neighborhood Service Center Located at 300 East First Avenue, Room 126, Hialeah
Property # 3118-00-00

Resolution No. R-974-10

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of a Retroactive Lease Agreement at the Hialeah Neighborhood Service Center, 300 East First Avenue, Room 126, with the City of Hialeah for office space to be occupied by Community Action Agency to serve the local community. This lease is retroactive due to delays in getting the final document from the City of Hialeah. The Lease Agreement has been prepared by the General Services Administration at the request of Community Action Agency (CAA).

PROPERTY:	Hialeah Neighborhood Service Center, 300 East First Avenue, Room 126, Hialeah
USE:	953 square feet of air-conditioned office space.
COMMISSION DISTRICT:	6
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	City of Hialeah
OWNER TRACK RECORD:	The County has no record of negative performance issues with the City of Hialeah.
JUSTIFICATION:	CAA desires to continue occupying the space to provide community services by offering educational, organizational, and referral programs. The agency has been operating from this location since 1984.
LEASE TERM:	One year with two successive one-year renewal option periods.
RENTAL RATE:	The annual rent for the first lease year of the initial lease term is $11,032.18 or $11.58 per square foot. The annual rental rate for the two successive one-year renewal option periods will increase by five percent each year.
LEASE CONDITIONS:	Full service lease, the City of Hialeah will provide electricity, water and sewer services, will maintain and keep in good repair, condition and appearance the interior and exterior of the building.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be $11,473.47; consisting of the following breakdown:

Total Dollars		PSF
Annual Rent	$11,032.18	$11.58
GSA Lease Mgt. Fee (4%)	$ 441.29	
First Year Total Cost	**$11,473.47**	

EFFECTIVE DATES: Commences October 1, 2010 and terminates September 30, 2011.

CANCELLATION PROVISION: The City of Hialeah shall have the right to deny any renewal request by providing County written notice within ten days of receipt of the County's notice to exercise its option to renew.

FUNDING SOURCE: This item has been budgeted in the Community Action Agency operating budget. Index code is CAHS10CTSH, Sub-object Code is 25511.

CURRENT LEASE: The current Lease Agreement was approved by the Board on February 5, 2008 by Resolution No. R-101-08. It commenced on October 1, 2007 for one year with two additional one-year renewal option periods. The current rental rate is $11.03 per square foot on an annual basis. Under the new lease term the rental rate will be increased by five percent (5%) to $11.58 per square foot on an annual basis

OTHER PROPERTIES EVALUATED:

(1) 4445 West 16 Avenue, Hialeah - $16.00 PSF per annum plus operating expenses for a full service lease.

(2) 900 West 49 Street, Hialeah - $15.00 PSF per annum plus operating expenses for a full service lease.

(3) 1790 West 49 Street, Hialeah - $18.00 PSF per annum plus operating expenses for a full service lease.

LEASE 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 and the additional two one-year renewal option periods with total fiscal impact not to exceed $36,291.74 for the one-year term and the two one-year options to renew.

Wendi Norris, Director
General Services Administration

MEMORANDUM

(Revised)

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

DATE: October 5, 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)
10-5-10

RESOLUTION NO. R-974-10

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE LEASE AGREEMENT AT THE CITY OF HIALEAH NEIGHBORHOOD SERVICE CENTER, 300 EAST FIRST AVENUE, ROOM 126, HIALEAH WITH THE CITY OF HIALEAH, FOR PREMISES TO BE UTILIZED BY COMMUNITY ACTION AGENCY WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $36,291.74 FOR THE ONE-YEAR TERM OF THE LEASE AND THE TWO ONE-YEAR RENEWAL OPTION PERIODS, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, INCLUDING RIGHT TO EXERCISE OPTIONS TO RENEW

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 and the City of Hialeah, for premises to be utilized by Community Action Agency with a total fiscal impact to Miami-Dade County not to exceed $36,291.74 for the one-year term of the lease and the two one-year renewal option periods, 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 authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein, including right to exercise options to renew.

The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

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

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	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 5th day of October, 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.

Geri Bonzon-Keenan

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the _____ day of _____, 2010, by and between the City Of Hialeah, Florida, a Florida municipal corporation "LANDLORD", and **Miami-Dade County**, a political subdivision of the State of Florida, through its **Community Action Agency**, hereinafter called "TENANT".

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

WITNESSETH:

That the LANDLORD, for and in consideration of the agreement and covenants herein contained, hereby leases to the TENANT and the TENANT hereby agrees to rent from the LANDLORD, the premises in Hialeah, of Dade County, Florida described as follows:

Room 126 @ 953 Square Feet of the premises located at the Hialeah Neighborhood Service Center, which is described as Lots 13, 14, and 15, Block 9, Town of Hialeah
As recorded in Plat Book 5, Page 77
Hialeah Neighborhood Service Center
City of Hialeah
300 East First Avenue
Hialeah, FL 33010

TO HAVE AND TO HOLD unto the said TENANT for a term of one (1) year, commencing on **October 1, 2010** and terminating on **September 30, 2011**, for an annual rental of Eleven Thousand Thirty Two dollars and 18/100 **($11,032.18)** dollars, payable in monthly installments of Nine Hundred Nineteen dollars and 34/100 **($919.34)**, payable in arrears on the first day of each month following the date of occupancy, and thereafter the rent shall be due and 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: Mr. Michael Flores, Purchasing Director
501 Palm Avenue
Hialeah, FL 33010

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for office space for the operation of providing information and referral, assistance in completing applications for immigration, affidavits, advocacy for the poor, and head start and childcare programs.

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 TENANT at the commencement of this Lease. Subject to the above, the TENANT hereby accepts the premises in the condition it is in at the beginning of this Lease.

ARTICLE III
UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANT. TENANT 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 extent that such is necessary as a result of normal wear and tear.

The TENANT shall be responsible for the following within the demised area:

Reasonable care of the Leased area.

ARTICLE V
ALTERATIONS BY TENANT

The TENANT may not make any structural alterations, additions or improvement in or to the 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 to the extent that the demised premises are rendered untenantable or unfit for the purpose of the TENANT, either party may cancel the Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the TENANT shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial destruction, which shall not render the demised premises wholly untenantable, the rents shall be proportionately abated in accordance with the extent to which the TENANT shall be deprived of use of occupancy. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenantable by reason of fire, windstorm or other casualty.

ARTICLE VII
HANDICAPPED STANDARDS AND ALTERATIONS

The LANDLORD agrees that the demised premises now conform, or that, prior to Tenant's occupancy, the said premises shall at LANDLORD'S expense, be brought into conformance with, the requirements of Section 255.21, and 244.211, 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 premises above described shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damaged to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD'S agent or employees.

ARTICLE IX
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, the TENANT 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 said 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 premises at anytime within thirty (30) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations of additions which do not conform to this Agreement.

ARTICLE XI
PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, LANDLORD agrees that TENANT shall and may peaceably have, hold and enjoy the premises above described, with out hindrance of molestation by LANDLORD.

ARTICLE XII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease or any extension thereof, said leased premises in as good conditions as said premises were at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other Acts of God, excepted.

ARTICLE XIII
INDEMINIFICATION AND HOLD HARMLESS

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of the Statute whereby the TENANT shall not beheld 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 TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligence performance or failure of performance of the LANDLORD or any unrelated third party. TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extend and within the limitations of Section 768.28, Florida Statues, subject to the provisions of that Statute whereby the TENANT 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 TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XIV
SUCCESSORS INTEREST

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease 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 is not otherwise in default, the TENANT is hereby granted the option to extend this Lease for (2) two successive one (1) year renewal periods, with a 5% increase for the annual rent of each of the two (2) successive renewal option period under the terms and conditions agreeable to the City Hialeah in order that the expenses of properly maintaining the facility are adequately me, by giving the LANDLORD notice in writing at least thirty (30) days prior to the expiration of this Lease or any extension thereof. The LANDLORD shall have the right to deny the Renewal request for any reason, by providing TENANT notice in writing within ten (10) days of receipt of TENANT'S Notice of Exercise of Option to Renew. The terms and conditions including the (5) five percent increase are as follows:

Month and Year	Monthly Rate	Yearly Rate
October 1, 2011	$ 965.30	$ 11,583.78
October 1, 2012	$1,013.58	$ 12,162.98

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 – Hialeah, FL 33011, shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANT, and mailed: Hialeah Neighborhood Service Center, City of Hialeah, 300 East First Avenue, Hialeah, Florida 33010, shall constitute notice to the TENANT, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XVII
ADDITIONAL PROVISIONS

It is further understood and agreed by the respective parties hereto that his Lease 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 implement said intent, purposes and conditions, the TENANT 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 TENANT shall maintain, during the term of this 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 TENANT under the terms of this Agreement. If the TENANT is a self-insured agency, the liability insurance required by this article may be provided by the self-insured entity. The TENANT shall file

Certificate of Insurance prior to commencing any operations under this Agreement. The Certificate of Insurance may be issued by the appropriate representative of the TENANT'S insurance department. Certificates shall name the City of Hialeah, as an additional is insured party. Said Certificates shall clearly indicate that the TENANT has obtained insurance in the type, amount, and classifications required by the Article and any modifications to this insurance requirements as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State or County regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice for the City.

ARTICLE XX
NON-DISCRIMINATION

The TENANT agrees 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 TENANT in the performance of this Agreement, and shall abide by the 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 Agreement.

ARTICLE XX1
WRITTEN AGREEMENT

This Lease 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 TENANT, after prior authorization by the appropriate legislative bodies, if any.

ARTICLE XX1I
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.

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written:

LANDLORD:

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

ATTEST :

6/24/10

Rafael E. Granado

Authorized signature on behalf of the
CITY OF HIALEAH, FLORIDA

6-24-10

Mayor Julio Robaina Date

APPROVED AS TO LEGAL SUFFICIENCY AND AS TO FORM

William M. Grodnick
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS

6-24-10

Edward Demicco Date
Risk Manager

TENANT:

(OFFICIAL SEAL)

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
Carlos Alvarez Date
County Mayor

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

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