



MEMORANDUM

Agenda Item No. 8(F)(1)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 2, 2012

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

**SUBJECT:** Resolution approving terms of and authorizing execution by the County Mayor of an Amendment to the Lease Agreement with the City of Miami for Mitigation of property in a Special Flood Hazard Area with FEMA Grant Funds, for County-Owned property located at 1000 N.W. 62 Street, Miami, Florida

Resolution No. R-777-12

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

A handwritten signature in black ink, appearing to read "RAC", written over a horizontal line.

R. A. Cuevas, Jr.  
County Attorney

RAC/cp

Date: October 2, 2012

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor 

Subject: Amendment to Lease Agreement with City of Miami and a Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds Agreement between the City of Miami and FEMA for County-Owned Property Leased to the City of Miami, Located at 1000 NW 62 Street, Miami, Florida 33147 - Folio No. 01-3114-012-0880

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### RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of an Amendment to the Lease Agreement (Lease Amendment) with the City of Miami (City), and authorizing execution of a Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with Federal Emergency Management Agency (FEMA) Grant Funds Agreement (Model Acknowledgement) between the City and FEMA, for County-owned property. The Lease Amendment does the following:

- requires the City as recipient of federal funds provided by FEMA, to be responsible for the obligations and the performance of the sub-grant agreement between the City and FEMA; including but not limited to, Exhibit 1 and Attachments A through I of the Agreement attached; and
- requires the City to be responsible for the provisions, requirements, assurances and obligations of the attached Model Acknowledgment; including but not limited to, all provisions outlined in items 1 through 3 of the Model Acknowledgment and any other FEMA requirement.

### SCOPE

The property is located at 1000 NW 62 Street, Miami, Florida 33147 in Commission District 3.

### FISCAL IMPACT/FUNDING SOURCE

The annual base rent pursuant to the terms of the lease is \$1.00 per year. No County funds will be utilized. The City is fully responsible for any improvements on the land and its maintenance, including all expenses associated with FEMA funding requirements.

### TRACK RECORD/MONITOR

The County has no record of negative performance issues with the City. Margaret Araujo, Real Estate Officer, Real Estate Development Division, Internal Services Department is the monitor.

### DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Amendment and Model Acknowledgement to exercise the cancellation provisions and other rights contained herein, if needed, and to record in the public record the notice required by Section 3 of the Model Acknowledgment.

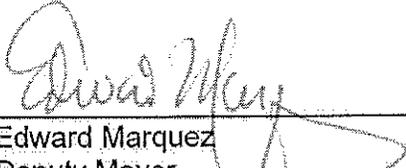
### BACKGROUND

At its meeting of September 18, 1985, by Resolution R-1195-85, the Board authorized a Lease Agreement with the City for the purpose of developing a City of Miami police sub-station. The construction of the police sub-station was completed on or about July 1986. Due to the deterioration

of the building, improvements and repairs were required to maintain the building in safe condition. The City obtained FEMA funding to make the necessary repairs and completed the work on or about December 31, 2011. Upon completion of repairs and improvements by the City, FEMA submitted the attached Model Acknowledgement for City execution. The City has in turn, submitted the Model Acknowledgment to the County, as property owners, for execution. Because the City is the user of the property, the Lease Amendment was prepared to require that the City assume the responsibilities and obligations of the Model Acknowledgement and fulfill the requirements of the contracts between the City and FEMA.

Additional property details are as follows:

- OWNER:** Miami-Dade County
- TENANT:** City of Miami
- OWNERS' TRACK RECORD:** The County has no record of negative performance issues with the City of Miami, a municipal corporation of the state of Florida.
- USE:** 24,437 square feet structure plus 35,949 feet of space utilized for parking lot, setbacks and landscaping, for a total of 60,386 square feet of space.
- EFFECTIVE DATES:** Commencing upon the effective date of the Board resolution approving the Lease Amendment and terminating concurrent with the term of the lease, September 31, 2015.
- CANCELLATION PROVISION:** The County may cancel if at any time if it is determined that the property is not properly used for a public purpose, by giving tenant 30 days' written notice prior to its effective date.
- CURRENT LEASE:** The current lease agreement was approved by the Board on September 18, 1985, by Resolution R-1195-85, for a 30 year term which commenced on October 1, 1985 and terminates on September 30, 2015. The lease does not contain any renewal option periods.

  
Edward Marquez  
Deputy Mayor

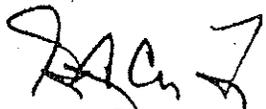


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 2, 2012

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

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

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)

10-2-12

RESOLUTION NO. R-777-12

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CITY OF MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AND A MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA WITH FEMA GRANT FUNDS FOR COUNTY-OWNED PROPERTY LOCATED AT 1000 N.W. 62 STREET, MIAMI, FLORIDA, UTILIZED BY THE CITY OF MIAMI AS A NORTH DISTRICT POLICE SUB-STATION, WITH NO FISCAL IMPACT TO THE COUNTY; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN; AND DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECORD IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY THE NOTICE REQUIRED BY THE MODEL ACKNOWLEDGEMENT AS REQUIRED BY RESOLUTION NO. R-974-09

**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 terms of the Amendment to the Lease Agreement between Miami-Dade County and the City of Miami, a municipal corporation of the State of Florida, and the Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds (the "Model Acknowledgement"), for County-owned property located at 1000 N.W. 62 Street, Miami, Florida, utilized by the City of Miami as a north district police

sub-station, with no fiscal impact to Miami-Dade County, in substantially the forms attached hereto as Exhibits "A" and "B" respectively, 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, including any cancellation provisions. Pursuant to Resolution No. R-974-09 and this Resolution, this Board directs the County Mayor or the County Mayor's designee to record in the public records of Miami-Dade County, the notice required by section 3 of the Model Acknowledgement and to provide a recorded copy of the instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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:

	Joe A. Martinez, Chairman	<b>aye</b>	
	Audrey M. Edmonson, Vice Chairwoman	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Lynda Bell	<b>aye</b>
Esteban L. Bovo, Jr.	<b>absent</b>	Jose "Pepe" Diaz	<b>absent</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>absent</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto	<b>absent</b>
Xavier L. Suarez	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2012. 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: **Christopher Agrippa**

Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT to Lease Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF MIAMI, a municipal corporation of the State of Florida, hereinafter designated or referred to as "TENANT," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD,"

*WITNESSETH:*

WHEREAS, by Resolution No. R-1195-85, adopted by the Miami-Dade Board of County Commissioners on September 18, 1985, the Board authorized a thirty-year Lease Agreement between the above named parties for County-owned vacant land legally described as follows:

Re-subdivision of Hildamere in SE 1/4 Parcel 144 & 172-2 A/K/A Lots 1 through 11 less North 20 feet of Lot 1 thru 5 for R/W Block 10 PB 40-51, Lot size 35,765 square feet; and

WHEREAS, the term of the lease commenced on September 18, 1985 and terminates September 30, 2015; and

WHEREAS, pursuant to the terms of the lease, the TENANT agreed to construct, maintain and keep in good repair and condition any improvements to the site and maintain the land in a clean condition; and

WHEREAS, the TENANT completed the construction of a police sub-station on the land, specifically know as "the North District Police Station" located at 1000 N.W. 62 Street, Miami, Florida 33127, on or about July 1986 in accordance with the terms of the lease; and

WHEREAS, the building was in need of repairs and the TENANT requested assistance from the State of Florida Division of Emergency Management, ("the Division") to obtain funding for the necessary repairs; and

WHEREAS, The Division allocated funding for TENANT's repairs through the Federal Emergency Management Agency, (FEMA) and entered into a Federally Funded Subgrant Agreement with the TENANT, a copy of which is attached hereto as exhibit "A" and is incorporated herein (the

"Subgrant Agreement"); and

WHEREAS, the attached Federally funded Subgrant Agreement contains specific requirements and conditions that must be accepted by the LANDLORD, as owner of the property, including but not limited to, the requirements set forth in the "Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, (the "Model Acknowledgement"); and

WHEREAS, both LANDLORD and TENANT are desirous of amending this Lease Agreement to give TENANT full capacity and the ability to perform and comply with its obligations and the requirements of the above agreement as set forth below; and

WHEREAS, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2012, the Board of County Commissioners has authorized this Amendment to Lease Agreement;

NOW, THEREFORE, in consideration of the restrictions and covenants herein contained, it is agreed that this Lease is hereby amended as follows:

1. TENANT agrees to comply with all the provisions, assurances and obligations of the Subgrant Agreement entered into with the Division, including but not limited to Exhibit 1 and Attachments A through I, TENANT further agrees to perform the scope of work as specified on Attachment A of the Agreement to wind retrofit the North District Police Station.
2. Model Acknowledgment of Conditions for Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds – TENANT hereby agrees to comply with all provisions, requirements, assurances and obligations of the above Model Acknowledgment of Conditions Agreement as specified in the Agreement, including but not limited to, all specifications and requirements as provided by FEMA's Special Flood Hazard Area (SFHA) insurance requirements, maintenance of the structure, and the wind retrofitting of the North District Police Station as per terms of the Federally Funded Subgrant Agreement and as specified on Attachment A of the Agreement.

3. Notices – It is understood and agreed between the parties hereto, that written notices addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or by overnight courier service shall be addressed as follows:

**LANDLORD**

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128

**TENANT**

City of Miami  
Real Estate Department  
444 S.W. 2<sup>nd</sup> Avenue  
3<sup>rd</sup> Floor  
Miami, Florida 33130

or such other place and to such other person as LANDLORD may from time to time designate in writing.

In all other respects said Lease shall remain in full force and effect in accordance with the terms and conditions specified therein.

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