



MEMORANDUM

Agenda Item No. 8(J)(2)

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

DATE: November 8, 2012

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

SUBJECT: Resolution approving a U.S.
Government Lease for Real Property
between Miami-Dade County and
U.S. Customs and Border Protection
for office and warehouse space
located at Transit Shed E
Resolution No. R-910-12

The accompanying resolution was prepared by the Port of Miami Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



R. A. Cuevas, Jr.
County Attorney

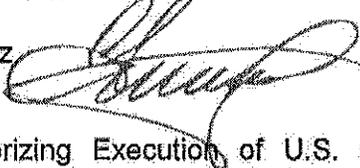
RAC/cp

Memorandum



Date: November 8, 2012

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

From: Carlos A. Gimenez
County Mayor 

Subject: Resolution Authorizing Execution of U.S. Government Lease for Real Property between Miami-Dade County and U. S. Customs and Border Protection for Office and Warehouse Space Located at Transit Shed E at the Dante B. Fascell Port of Miami-Dade

RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the execution of a U.S. Government Lease for Real Property ("Agreement") between Miami-Dade County ("County") and U.S. Customs and Border Protection ("CBP") for office and warehouse space located at Transit Shed E at the Dante B. Fascell Port of Miami-Dade ("PortMiami").

SCOPE

PortMiami is located within District 5 – Commissioner Bruno A. Barreiro. The impact of this agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

Several years ago the Federal government imposed new guidelines and requirements with respect to the provision of its inspection and support facilities at its ports of operation. The new guidelines required seaports to provide at no cost to CBP sufficient processing space as well as office space to support these functions. For legal support, the guidelines rely on Section 1223 of the United States Code. This item has no new fiscal impact to the Port as these lease terms have already been in effect for three years. As a point of reference, Tariff rates for said space would total \$279,465 per year (\$146,845 for the warehouse space and \$132,620 for the office space).

TRACK RECORD/MONITOR

CBP has been at PortMiami since the early 1970s, when international vessels started arriving at the Port. Throughout the years, CBP has played an important role in the expansion and success of the Port. CBP has no outstanding issues with the Port. The Seaport Department staff members responsible for monitoring this agreement are Juan Kuryla, Deputy Port Director, Miriam Abreu, Chief Financial Officer, and Dalgis Betancourt, Manager, Seaport Real Estate and Economic Development.

BACKGROUND

For almost 40 years, CBP has been an invaluable partner at PortMiami. Its processing of passengers and cargo has enabled the Port to achieve significant growth. As a result of the Port's increase in cargo and passenger volumes, as well as additional security measures following the events of September 11, 2001, CBP operations and staff have increased significantly at the Port. To accommodate this increased activity, throughout the years the Port has provided inspection and office space for CBP.

Throughout this time, CBP has held different types of leases at PortMiami; i.e., open ground leases, warehouse leases and office space leases. Up to the late 1990s, CBP occupied these areas at no cost. From approximately 1999 through 2009, CBP paid either Tariff or off-Tariff rates depending on the lease structure, including reimbursement rates for improvements to their facilities. However, pursuant to Section 1223 of the U.S. Code, effective in 2009, ports were then required to provide these areas at no cost.

In 2010, the Board approved Resolution R-126-10, authorizing execution of a U.S. Government Lease for Real Property between Miami-Dade County and U.S. Customs and Border Protection for office and warehouse space located at Transit Shed E. This three (3) year, no cost lease was effective October 1, 2009 through September 30, 2012. As this lease has now expired, the parties wish to enter into a new lease under the same terms.

Toward this end, PortMiami is recommending the proposed Agreement with CBP at no cost for the usage of 6,631 square feet of office space and 29,369 square feet of warehouse space at Transit Shed E (514 Australia Way) for a period of one (1) year, commencing on October 1, 2012 with four (4) one (1) year renewal options; with each renewal option cancellable with one hundred and twenty (120) days written notice at either party's option.

From an operational standpoint and efficiency, it is extremely beneficial for the Port to house CBP on-site to process both passengers and cargo in an expedited manner. CBP's presence at PortMiami is extremely valuable as it is an excellent asset when selling infrastructure and services to customers.

As a point of reference, at the Port of Tampa, CBP conducts passenger inspections and occupies space in the cruise terminals at no cost. In addition, the Port pays for maintenance and utilities incurred by the agency such as electricity, water, janitorial services, landscaping, etc. Port Everglades is also offering complimentary rent to CBP and it is also absorbing all utilities costs. Other ports experiencing similar situations are the Port of Jacksonville, which provides CBP facilities at no cost to conduct passenger inspection as well as Port Canaveral and the Port of Palm Beach which also provide free space at cruise terminals as well as pay for all utilities costs associated with CBP.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include the authority for the Mayor or designee to execute the Agreement and to exercise any cancellation provisions.



Jack Osterholt, Deputy Mayor

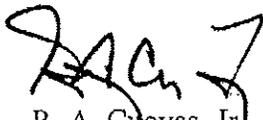


MEMORANDUM

(Revised)

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

DATE: November 8, 2012

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

SUBJECT: Agenda Item No. 8(J)(2)

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(J)(2)

11-8-12

RESOLUTION NO. R-910-12

RESOLUTION APPROVING A U.S. GOVERNMENT LEASE FOR REAL PROPERTY BETWEEN MIAMI-DADE COUNTY AND U.S. CUSTOMS AND BORDER PROTECTION FOR OFFICE AND WAREHOUSE SPACE LOCATED AT TRANSIT SHED E; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS

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:

Section 1. Approves the execution of a U.S. Government Lease for Real Property between Miami-Dade County and U.S. Customs and Border Protection for office and warehouse space located at Transit Shed E, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the Mayor or Mayor's designee to execute such U.S. Government Lease for Real Property after review and approval by the County Attorney's Office; and to exercise any cancellation and renewal provisions therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 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.

Richard Seavey

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER:
HSBP-1112-L-IN0272

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

2. The Government of the United States of America is seeking to lease approximately 36,000 rentable square feet (4,634 sq. ft. of office space and 31,366 sq. ft. of warehouse space) and approximately 166 parking spaces located at 514-567 Australia Way, Miami, Florida for occupancy not later than October 1, 2012 for a term of one (1) year with four (4) one (1) year renewal options.

B. STANDARD CONDITIONS AND REQUIREMENTS

3. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):

- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
- b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.
- c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Escalator stairs shall be counted as only one approved exit. Open-air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 2 or more stories in height above the lowest level of exit discharge.
- d. The Building and the leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
- e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
- f. Services, utilities, and maintenance will be provided 24-hours daily including Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.
- g. The Lessor shall complete any necessary alterations within _____ days after receipt of approved layout drawings.
- h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.
- i. All janitorial work shall be done during the time when CBP officers are present.

4. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|--|--|---|---|--|
| <input checked="" type="checkbox"/> HEAT | <input checked="" type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input checked="" type="checkbox"/> CHILLED DRINKING WATER | <input checked="" type="checkbox"/> WINDOW WASHING | <input checked="" type="checkbox"/> PAINTING FREQUENCY | |
| <input type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING | Frequency _____ | Space <u>As needed</u> | |
| <input checked="" type="checkbox"/> WATER (Hot & Cold) | <input checked="" type="checkbox"/> TOILET SUPPLIES | <input checked="" type="checkbox"/> CARPET CLEANING | Public Areas _____ | |
| <input type="checkbox"/> SNOW & ICE REMOVAL | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. | Frequency <u>Yearly</u> | | |

5. OTHER REQUIREMENTS

Offerors should also include the following with their offers: GSA Form 3517A General Clauses, GSA Form 3818A Representations and Certifications, Exhibit A - Floor Plan. Flooring shall be replaced during the term of this lease upon significant wear or if it has been identified as a safety hazard. Lessor shall also be responsible for any repair or correction of items that may be identified on Safety and Health Inspection Reports prepared by the CBP Occupational Safety and Health Division.

6. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

7. BASIS OF AWARD

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z55.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING:
 - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
 - APPROXIMATELY EQUAL TO PRICE
 - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
 - (Listed in descending order, unless stated otherwise):
Location, meets Government inspection requirements.

PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code) Transit Shed E 514-567 Australia Way Miami, FL 33132	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) 1	b. ROOM NUMBER(S)
	c. SQ. FT. RENTABLE: <u>36,000</u> ABOA _____ <small>Common Area Factor</small>	d. TYPE <input checked="" type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify: <u>inspection & parking</u>) <input checked="" type="checkbox"/> WAREHOUSE

B. TERM

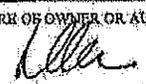
3. To have to hold, for the term commencing on October 1, 2012 ("Commencement Date") and continuing through September 30, 2013 inclusive for a term of one (1) year. At the expiration of this term the lease will continue to automatically renew upon the Commencement Date each year thereafter for up to four (4) one (1) year renewal options but no longer than September 30, 2017 unless or until either party gives at least 120-day notice in writing to the respective party for each renewal option. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT \$0.00	7. HVAC OVERTIME RATE PER HOUR	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO (Name and Address)
6. RATE PER MONTH \$0.00		

9a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary)
Miami-Dade County Seaport Department 1015 North America Way, #200 Miami FL 33132

9b. TELEPHONE NUMBER OF OWNER 305-347-4819	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify: <u>Manager of Aviation</u>)	
11a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Miriam Abreu	11b. TITLE OF PERSON SIGNING CFO	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT 		11d. DATE 9/16/12

PART III - AWARD (To be completed by Government)

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

2a. NAME OF CONTRACTING OFFICER (Type or Print) Michelle M. Mazzeochetti	2b. SIGNATURE OF CONTRACTING OFFICER	2c. DATE
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**GENERAL CLAUSES
(Simplified Leases)**

(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

5. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.

6. The following clauses are incorporated by reference:

- | | |
|-----------------|--|
| GSAR 552-203-5 | COVENANT AGAINST CONTINGENT FEES (FEB 1990)
(Applicable to leases over \$100,000.) |
| GSAR 552-203-70 | PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)
(Applicable to leases over \$100,000.) |
| FAR 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION) |
| FAR 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
OR PROPOSED FOR DEBARMENT (JAN 2005)
(Applicable to leases over \$25,000.) |
| FAR 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)
(Applicable to leases over \$500,000.) |
| FAR 52.219-16 | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over \$500,000.) |
| GSAR 552.219-72 | PREPARATION, SUBMISSION, AND NEGOTIATION OF
SUBCONTRACTING PLANS (JUN 2005)
(Applicable to leases over \$500,000 if solicitation requires submission of the
subcontracting plan with initial offers.) |
| GSAR 552.219-73 | GOALS FOR SUBCONTRACTING PLAN (JUN 2005)
(Applicable to leases over \$500,000 if solicitation does not require
submission of the subcontracting plan with initial offers.) |

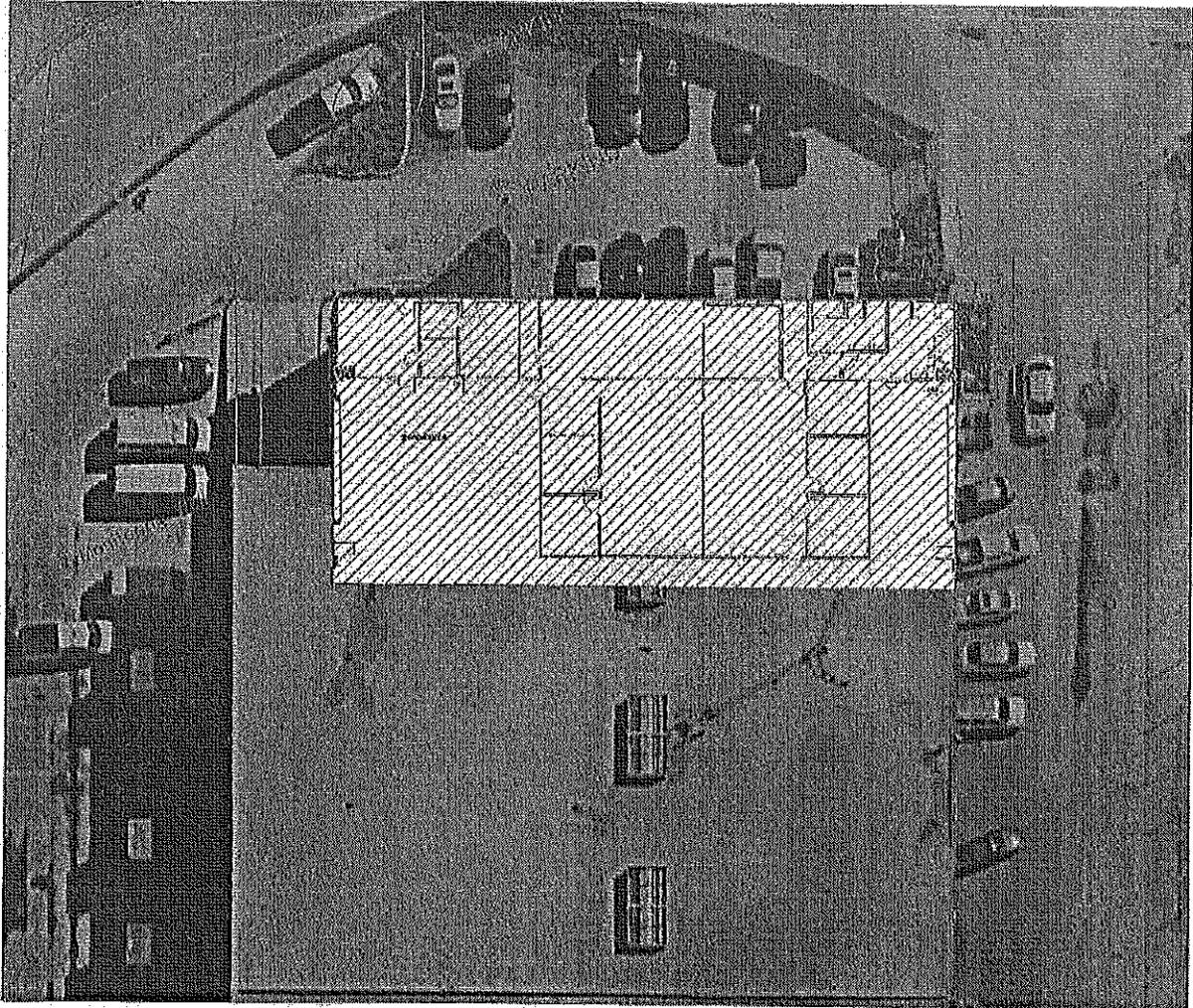
INITIALS:


LESSOR

&

GOVERNMENT

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PORT MIAMI CBP AT SHED E PORT BOULEVARD

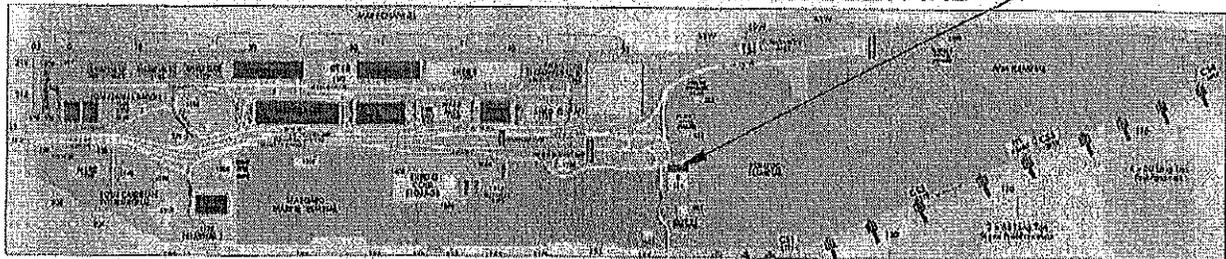


EXHIBIT A