

MEMORANDUM

Agenda Item No. 14(A)(4)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 18, 2014

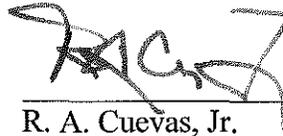
FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving an amendment to lease agreement between Miami-Dade County and the SEED Foundation, a Washington, D.C. not-for-profit corporation, for premises located at the Kendall Complex, 11025 S.W. 84 Street, unincorporated Miami-Dade County, Florida

Resolution No. R-289-14

The sponsoring Commissioner has requested that this resolution become effective upon the earlier of: (1) 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, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 18, 2014

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

SUBJECT: Agenda Item No. 14(A)(4)

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 Mayor'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

Agenda Item No. 14(A)(4)

Veto _____

3-18-14

Override _____

RESOLUTION NO. R-289-14

RESOLUTION APPROVING AN AMENDMENT TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SEED FOUNDATION, A WASHINGTON, D.C. NOT-FOR-PROFIT CORPORATION, FOR PREMISES LOCATED AT THE KENDALL COMPLEX, 11025 S.W. 84 STREET, UNINCORPORATED, MIAMI-DADE COUNTY, FLORIDA TO BE UTILIZED AS A PUBLIC BOARDING SCHOOL FACILITY FOR BOYS AND GIRLS FROM GRADES SIX THROUGH TWELVE AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY

WHEREAS, Miami-Dade County (the "County") and the SEED Foundation, a Washington D.C. non-profit corporation, entered into a Lease Agreement to lease certain County-owned property located at the Kendall Complex, 11025 SW 84 Street, Unincorporated Miami-Dade County Florida, which this Board approved by Resolution No. R-1066-13 on December 17, 2013; and

WHEREAS, the County and the SEED Foundation wishes to amend Article VII of the aforementioned Lease Agreement to provide that the Tenant shall not sublet the premises other than to the Miami Boarding School, Inc. (d/b/a the SEED School of Miami, Inc.), provided that it is qualified as a not-for-profit entity under state law,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the First Amendment to the Lease Agreement between Miami-Dade County and the SEED Foundation, Inc., in substantially the form attached hereto as Exhibit A and made a part thereof, for the premises to be used as a public boarding

school facility for boys and girls from grades six through twelve, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Sen Javier D. Souto**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

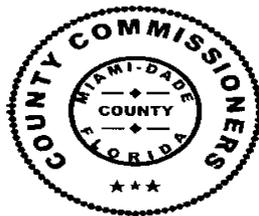
	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	absent	Esteban L. Bovo, Jr. aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson aye
Sally A. Heyman	aye	Barbara J. Jordan absent
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez aye
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of March, 2014. This resolution shall become effective upon the earlier of (1) 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, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

JRA

Juliette Antoine

EXHIBIT A
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into as of _____, 2014, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Landlord") and **SEED FOUNDATION, INC.**, a Washington DC not-for-profit corporation ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement to lease certain property located at the Kendall Complex, 11025 SW 84 Street, Unincorporated Miami-Dade County Florida ("Lease Agreement"), that was approved by the Board of County Commissioners by Resolution No. R-1066-13 on December 17, 2013; and

WHEREAS, Landlord and Tenant wishes to amend Article VII of the Lease Agreement to provide that the Tenant shall not sublet the premises other than to the Miami Boarding School, Inc. (d/b/a the SEED School of Miami, Inc.), provided that it is qualified as a not-for-profit entity under state law; and

NOW, THEREFORE, in consideration of the covenants and conditions set for in this First Amendment and the Lease Agreement, Landlord and Tenant agree as follows:

SECTION 1. AMENDMENT. Article VII of the Lease Agreement is amended as follows:¹

ARTICLE VII

Without the written consent of the LANDLORD, first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof other than to Miami Boarding School, Inc. d/b/a SEED School of Miami, Inc., provided that it is qualified as a not-for-profit entity under ~~[[federal]]~~ >>state<< law.

SECTION 2. EXECUTION IN COUNTERPARTS. This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3. BINDING EFFECT. This First Amendment shall inure to the benefit of, and shall be binding upon, the Landlord, Tenant and their respective successors, administrators, executors and assigns.

¹ Note: Words, symbols and letters in ~~[[double brackets]]~~ and stricken denote deletions. Words, symbols and letters in >>double arrow<< double underlined denote additions.

SECTION 7. SEVERABILITY. In the event any provision of this First Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of its other provisions.

SECTION 7. GOVERNING LAW. This First Amendment shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Landlord and Tenant have each caused this First Amendment to be executed by their duly authorized officers, effective as of the date set forth in the first paragraph.

TENANT

(Corporate Seal)

SEED FOUNDATION, INC.

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

LANDLORD

MIAMI-DADE COUNTY

By: _____
County Mayor

Legal Sufficiency:

By: _____
Juliette R. Antoine