

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

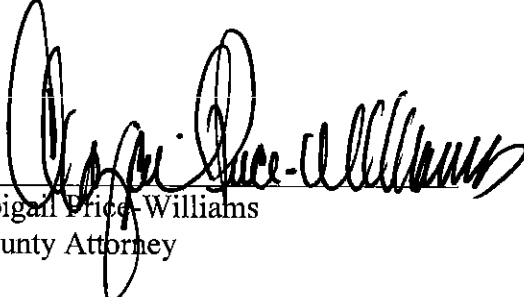
DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of
and authorizing execution by the
County Mayor of an amendment
to the lease between Miami-Dade
County (landlord) and South
Florida Pioneer Museum, Inc., a
not-for-profit Florida
Corporation (tenant), for County-
owned property, referred to as
the Redland Farm Life School,
located at S.W. 248 Street at
S.W. 162 Avenue; revising
certain insurance requirements;
authorizing County Mayor to
exercise all other rights conferred
therein and to perform all acts
necessary to effectuate same

Resolution No. R-1073-19

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava and Co-Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

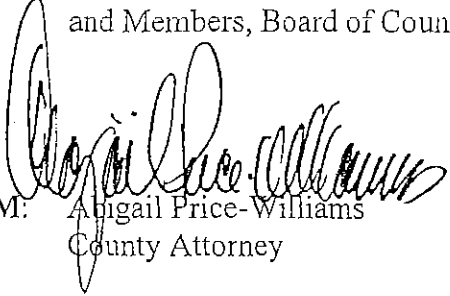
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MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(3)

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
- _____ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

WHEREAS, although certain renovations already have been made to the exterior of the Redland Farm Life School, the interior of the building remains unusable for its intended purpose, and as a result, significant capital improvements remain necessary; and

WHEREAS, pursuant to Resolution No. R-468-18, on May 1, 2018, this Board approved the allocation of \$1,606,612.00 from the Building Better Communities General Obligation Bond (“Bond”) Program, Project No. 223 “Not-for-Profit Community Organization Capital Fund” in order to repurpose the Redland Farm Life School into the Redland Farm Life Culinary Center; and

WHEREAS, in addition to public liability, automobile liability, and workman’s compensation insurance, the Lease requires South Florida Pioneer Museum, Inc. to carry property insurance, and to maintain fire and extended risk insurance coverage in an amount no less than the full insurable replacement value of the improvements at all times during the term of the Lease, including during the design and construction; and

WHEREAS, additionally, the Lease does not require South Florida Pioneer Museum Inc.’s contractor to maintain builder’s risk or professional liability insurance during the design and construction of the Project; and

WHEREAS, South Florida Pioneer Museum, Inc. is a not-for-profit corporation, and it would cause a financial hardship to require it to pay for the cost of carrying property insurance on this County-owned historic building during the term of the Lease, including during the design and construction; and

WHEREAS, South Florida Pioneer Museum, Inc. cannot access the Bond Program funds, and accordingly cannot continue with the Project, if it is not in compliance with the insurance requirements in the Lease; and

WHEREAS, during the design and construction of the Project, it would be in the County's best interests to require South Florida Pioneer Museum, Inc. to require its contractors to maintain builder's risk insurance and professional liability insurance; and

WHEREAS, the amendment to the Lease to remove the requirement of property insurance covering the property during the term of the Lease, and to include a requirement for the contractor to maintain builder's risk insurance and professional liability insurance during the design and construction of the Project, would enable South Florida Pioneer Museum, Inc. to access the Bond Program funds and to move forward with the Project in accordance with the intent of this Board; and

WHEREAS, the Miami-Dade County Internal Services Department has reviewed the Amended Lease attached hereto as Exhibit "A," (the "Amended Lease") including the revision to the insurance requirements, and concurs with same; and

WHEREAS, the Amended Lease allows the County Mayor or County Mayor's designee to reassess property insurance requirements after the construction of the Project and prior to occupancy, and to impose appropriate property insurance at that time,

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

Section 1. This Board incorporates and adopts the foregoing recitals as if fully set forth herein.

Section 2. This Board approves the terms of and authorizes the Amended Lease in substantially the form attached hereto as Exhibit "A" and made a part hereof, which: (a) removes the requirement that South Florida Pioneer Museum, Inc. obtain property insurance during the design and construction phase of the Lease; (b) includes the requirement for South Florida Pioneer Museum, Inc.'s contractor to maintain builder's risk and professional liability insurance; and (c)

allows the County Mayor or County Mayor's designee to impose appropriate property insurance requirements prior to occupancy of the Project facilities after construction of such facilities is complete.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Amended Lease for and on behalf of Miami-Dade County, to exercise any and all other rights conferred therein, and to perform all acts necessary to effectuate same. This Board further directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the terms of the Amended Lease.

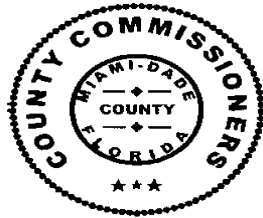
The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava and the Co-Sponsor is Commissioner Dennis C. Moss. It was offered by

Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by

Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Audrey M. Edmonson, Chairwoman	aye
	Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr	aye	Daniella Levine Cava aye
Jose "Pepe" Diaz	aye	Sally A. Heyman aye
Eileen Higgins	aye	Barbara J. Jordan aye
Joe A. Martinez	aye	Jean Monestime aye
Dennis C. Moss	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County 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

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "DA", is written over a horizontal line.

Debra Herman

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (hereinafter "Amended Lease") is entered into and made effective on this _____ day of _____, 2019 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" and/or "County"), and South Florida Pioneer Museum, Inc., a Florida not-for-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, by Resolution No. R-968-99, adopted by the Miami-Dade Board of County Commissioners on September 9, 1999, the County authorized a Lease Agreement ("Lease") between the above named parties for certain property in the vicinity of S.W. 248 Street at S.W. 162 Avenue, partially described as: approximately 2.37 acres of land at the southwest corner of the southeast quarter of Section 20, Township 56 South, Range 39 East, Miami-Dade County, Florida; and

WHEREAS, such property is improved with a building, which is commonly known as the Redland Farm Life School; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in order to revise certain insurance provisions therein; and

WHEREAS, by Resolution No. _____, adopted _____, 2019, the Board of County Commissioners has authorized this amendment of said Lease,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amended Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. This Amended Lease shall become effective on the date upon which it is fully executed by all parties after full and binding approval by the Board of County Commissioners, which date is notated in the first paragraph of this

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Amendment.

3. Paragraph D of Article XXII is deleted, and is replaced and superseded by Paragraphs D and E as follows:

D. During the design and construction of improvements upon the demised premises - Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.

E. During the construction of improvements upon the demised premises -- Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the building(s) or structure(s) under construction.

4. The following language shall be added in a paragraph after revised paragraphs D and E:

The parties further agree that prior to occupancy of the demised premises by the Tenant or any other entity or person, after the completion of construction of the improvements, the Tenant shall notify the Landlord in writing that the improvements have been completed. Thereafter, the Landlord, in the discretion of its County Mayor or County Mayor's designee, may by written notice require the Tenant to secure and maintain property insurance as follows (or in a lesser amount as determined at that time):

"Property Insurance, maintain fire and extended risk insurance coverage in an amount not less than the full insurable replacement value of any improvements or structures located on the demised premises, including Miami-Dade County as an additional insured."

Upon written notice being provided to Tenant by Landlord, such insurance requirement shall be in full force and effect, and will be enforceable in the same respect as the other insurance requirements under the Amended Lease.

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

any conflict between this Amended Lease and the Lease, this Amended Lease shall supersede same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGES REMAIN]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease, with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date signed: _____

Witness/Attest:

Witness/Attest:

ATTEST

HARVEY RUVIN, CLERK

By: _____

Approved as to form and
Legal sufficiency

[Signature]
Witness/Attest:

[Signature]
Witness/Attest:

Tenant:

**SOUTH FLORIDA PIONEER
MUSEUM, INC.**

a Florida not-for-profit corporation

By: [Signature]

Name: E. O. McALLISTER

Title: PRESIDENT

Date signed: Aug. 21, 2019

SWORN TO AND SUBSCRIBED before me this 21st day of Aug, 2019, by
E.O. McAllister, who is personally known to me () or who produced
identification FDL.

Witness my hand and official seal at Miami-Dade County, Florida, this
21st day of Aug, 2019.

[Signature]
Name Printed MARIA LANDOLT
NOTARY PUBLIC, State of Florida
at Large

My commission expires

