

## **MEMORANDUM**

Agenda Item No. 9(A)(1)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** November 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving extension of the term of the existing Lease Agreement with Gables Miracle Mile, LLC, a Florida Limited Liability Company, for the location currently utilized as the temporary Coral Gables Branch Library, located at 308 Miracle Mile, Bay 308, Coral Gables, Florida 33134, until January 31, 2024; and authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-1059-22

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



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Geri Bonzon-Keenan  
County Attorney


GBK/gh

# Memorandum



**Date:** November 1, 2022

**To:** Honorable Chairman Jose “Pepe” Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Resolution Approving an Up to One-Year Extension of the Term of the Existing Lease Agreement with Gables Miracle Mile, LLC, for the Location Currently Utilized as the Temporary Coral Gables Library During the Renovation of the Coral Gables Branch Library

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## **Executive Summary**

The purpose of this item is for the Board of County Commissioners (Board) to authorize an up to one-year extension of the term of the existing lease agreement with Gables Miracle Mile, LLC (Landlord) for the temporary Coral Gables Branch Library location while the permanent Coral Gables Library is being renovated. The current lease ends on January 31, 2023, and due to supply chain issues and lengthy lead times on some materials, completion of the project is now anticipated by May 2023. The proposed First Amendment to Lease Agreement (Attachment 1 to the Resolution) would expire on January 31, 2024, but provides a 60-day termination provision, which will be exercised in anticipation of the reopening of the Coral Gables Library. The one-year cost of the lease is \$168,150, should the full one-year term be utilized. The terms of the First Amendment to the Lease Agreement simply increases the possible time for occupancy of the leased premises and leaves all remaining terms of the Lease Agreement the same.

## **Recommendation**

It is recommended that the Board approve an up to one-year extension of the term of the existing lease agreement with the Landlord, for the location currently utilized as the temporary Coral Gables Branch Library, located at 308 Miracle Mile, Bay 308, Coral Gables, Florida, 33134, until January 31, 2024, and authorize the County Mayor or County Mayor’s Designee to execute the First Amendment to Lease Agreement. This temporary library location is being utilized during the ongoing renovation/construction of the Coral Gables Library located at 3443 Segovia Street, which is expected to be completed during the first half of 2023.

## **Scope**

The temporary library location is in County Commission District 6, which is represented by County Commissioner Rebeca Sosa. The permanent Coral Gables Branch Library is located at 3443 Segovia St., Coral Gables, FL 33134, in County Commission District 7, which is represented by County Commissioner Raquel Regalado.

## **Fiscal Impact/Funding Source**

The lease extension term would begin on February 1, 2023, and would expire on January 31, 2024, if the full one-year term is utilized. The total cost for the full year lease term is \$168,150 at a gross rental rate of \$75 per square foot inclusive of Common Area Maintenance (CAM) costs. Due to the short-term nature of the lease extension and the impracticality of moving to another location while the renovation project is being completed, the proposed rental rate is reasonable. The County will exercise its 60-day termination right for this Lease in conjunction with the expected completion of the

project and re-opening of the Coral Gables Library. Library District revenues are the funding source for the Lease Agreement.

**Track Record/Monitor**

There are no known issues with the Landlord. The Lease Agreement will be managed by Lydia Lopez, Miami-Dade Public Library System (MDPLS).

**Delegation of Authority**

The accompanying resolution authorizes the County Mayor or County Mayor’s designee to execute the First Amendment to Lease Agreement on behalf of Miami-Dade County and to exercise any rights conferred therein, including cancellation rights, and extension rights.

**Background**

In May 2021, MDPLS began the construction phase of major renovations and improvements to the Coral Gables Branch Library. These improvements include interior renovations and infrastructure modernization, roof replacement, installation of impact-resistant windows, renovation of the historic fountains, and landscaping improvements. Due to the length of the project, a temporary location was leased to ensure library services in the area continue to be available. Resolution No. R-1015-20, approved by the Board on October 6, 2020, provided for the initial lease of the temporary location for a term of two years, and is set to expire on January 31, 2023. An up to one-year extension of the lease will provide continued library service in the area through the completion of the project and reopening of the library, which is expected by approximately May 2023. It was originally expected that the project would be complete within the lease timeframe, but there were initial start-up challenges with removal of some of the historical items in the building, supply chain issues and long lead times on roofing, electrical, and other construction materials, and long lead times are anticipated on furnishings and finishes need to complete the building.

Approval of this item is recommended and will allow MDPLS to continue to have the temporary location available for our residents until completion of the project and Coral Gables Library.



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Morris Copeland, CPM  
Chief Community Services Officer



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** November 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(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
- ☐ 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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(1)  
11-1-22

RESOLUTION NO. \_\_\_\_\_ R-1059-22

RESOLUTION APPROVING EXTENSION OF THE TERM OF THE EXISTING LEASE AGREEMENT WITH GABLES MIRACLE MILE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR THE LOCATION CURRENTLY UTILIZED AS THE TEMPORARY CORAL GABLES BRANCH LIBRARY, LOCATED AT 308 MIRACLE MILE, BAY 308, CORAL GABLES, FLORIDA 33134, UNTIL JANUARY 31, 2024; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**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:

**Section 1.** The foregoing recital is incorporated into this resolution and is approved.

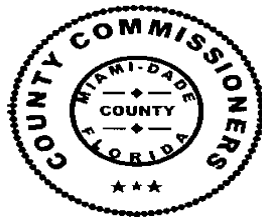
**Section 2.** This Board hereby approves the First Amendment to Lease Agreement of the existing lease agreement with Gables Miracle Mile, LLC for the location currently utilized as the temporary Coral Gables Branch Library, located at 308 Miracle Mile, Bay 308, FL 33134 until January 31, 2024.

**Section 3.** The Board authorizes the County Mayor or County Mayor's designee to execute the First Amendment to Lease Agreement, exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

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

	Jose "Pepe" Diaz, Chairman	<b>aye</b>
	Oliver G. Gilbert, III, Vice-Chairman	<b>absent</b>
Sen. René García	<b>nay</b>	Keon Hardemon
Sally A. Heyman	<b>aye</b>	Danielle Cohen Higgins
Eileen Higgins	<b>aye</b>	Kionne L. McGhee
Jean Monestime	<b>aye</b>	Raquel A. Regalado
Rebeca Sosa	<b>absent</b>	Sen. Javier D. Souto
		<b>aye</b>

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of November, 2022. 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

By: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

mjs

Melanie J. Spencer

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made on this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Gables Miracle Mile LLC, a Florida limited liability company (“**Landlord**”), and Miami-Dade County, a political subdivision of the State of Florida (“**Tenant**”). Landlord and Tenant are sometimes singularly referred to herein as a “**Party**” and collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, Gables Miracle Mile, LLC and Tenant entered into that certain Lease dated October 16, 2020 (the “**Lease**”) for that certain premises consisting of 2,242 rentable square feet and having an address of 308 Miracle Mile, Coral Gables, Florida 33134 (“**Premises**” or “**Building**”);

**WHEREAS**, the Term of the Lease naturally expires on January 31, 2023; and,

**WHEREAS**, Landlord and Tenant desire enter into this Amendment in order to extend the Term of the Lease and otherwise modify the Lease as hereinafter detailed.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing, the promises and mutual covenants set forth in this [ ] Amendment and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.
2. **Defined Terms**. All capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease unless otherwise defined herein.
3. **Authority**. The Parties to this Amendment acknowledge that each has the authority to execute, deliver and perform the obligations set forth in this Amendment and that this Amendment shall be binding upon and inure to the benefit of each of the Parties to this Amendment and each of their successors and/or assigns.
4. **Extended Term**. The Landlord and Tenant hereby agree that notwithstanding anything to the contrary in the Lease, the expiration date thereof, is hereby, in all instances, irrevocably amended such that the term of the Lease, unless otherwise terminated sooner, as provided for in the Lease, is extended for an additional period of twelve (12) full calendar months, commencing on February 1, 2023, and expiring on January 31, 2024 (the “**Extended Term**”); provided, however, if Tenant shall not be in default, then Tenant, at its option, may terminate this Lease by providing Landlord with sixty (60) days prior written notice. Tenant’s obligations to pay Rent and any other costs or charges under this Lease, and to perform all other Lease obligations for the period up to and including the termination date, shall survive the termination of this Lease. Notwithstanding anything to the contrary in the Lease, Tenant shall have no further right to extend or renew the Term of the Lease after the Extended Term. The terms and conditions of the Lease, during the Extended Term shall be as set forth in the Lease, except as herein modified and amended, and as used herein and in the Lease, any reference to the defined “Lease Term” shall hereinafter include the Extended Term.

5. **Minimum Base Rent.** The Landlord and Tenant hereby agree that notwithstanding anything to the contrary contained in the Lease, Tenant shall pay to Landlord, during the Extended Term, in addition to all other sums due under the Lease and provided for therein, without previous demand, setoff or deduction, and on the first (1<sup>st</sup>) day of each and every month, Minimum Base Rent in the amount of Fourteen Thousand Twelve and 50/100ths Dollars (\$14,012.50) per month, subject to and as more particularly set forth in Article 3 of the Lease.

6. **Condition of Premises.** Tenant and Landlord agree that from and after the Commencement Date of the Lease, Tenant is, has and shall continuously occupy the Premises and Tenant has inspected and accepted the Premises in an absolutely "AS IS" condition with no additional improvements, changes, installations, alterations, repairs or replacements are expected by Tenant to be made by Landlord and Landlord shall have no obligation to perform any work or repairs therein (including, without limitation, demolition of any improvements existing therein, construction or alteration to the storefront, demising walls or structural walls, or construction of any tenant finish work or other improvements therein). Tenant acknowledges that: (i) the Premises have been and are in satisfactory condition and are suitable for the Tenant's use; (ii) Landlord has complied with all of the requirements imposed upon it under the terms of the Lease; and (iii) Tenant's taking of possession of the Premises conclusively established that the condition of the Premises was and is acceptable and suitable for Tenant's use.

7. **Representations.** Tenant represents and warrants to Landlord that, as of the date hereof, (a) Landlord is not in default in the performance of any of its obligations under the Lease, (b) Tenant is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Landlord under the Lease. and (c) Tenant has no claims, counterclaims, set-offs or defenses against Landlord, or any of its partners, officers, directors, members, shareholders, agents, managers or employees, or any party acting on behalf of Landlord, arising out of the Lease, as amended hereby, or in any way relating to any rental or other charges due or to become due under the Lease or out of any other transaction between Landlord and the Tenant, and that the Tenant knows of no default, misrepresentation or other inducement by Landlord under or with respect to the Lease, as amended hereby, that Landlord is not in default thereunder, nor is there any event which, with the passage of time or giving of notice or both, could become a default or event of default thereunder by the Landlord. Any obligations that survive the expiration or earlier termination of the Lease, as amended hereby, shall survive the Extended Term.

8. **Entire Agreement.** Landlord, on the one hand, and Tenant, on the other hand, hereby agree that except as modified herein, all provisions, covenants, agreements, terms, conditions, and obligations under the Lease, as amended hereby, remain in full force and effect and that the Lease and this Amendment set forth all the representations, promises, agreements, conditions and understandings between Landlord, on the one hand, and Tenant, on the other hand, relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as set forth in the Lease, as amended hereby, and that any verbal or other representations are hereby merged into the written terms of the Lease, as amended hereby.

9. **Conflicts.** This Amendment and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall, in all instances and circumstances, control and prevail.

10. **Broker.** Tenant represents and warrants that Tenant has had no dealings with any broker except Terranova Corporation in connection with this Amendment., and subject to any applicable limitations set forth in Florida Statute Section 768.28, Tenant agrees to indemnify and hold Landlord harmless from all



damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other brokers or finders for any commission alleged to be due such brokers or finders in connection with their participation in the negotiation with Tenant of this Amendment.

11. **Waiver.** TENANT WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT AGAINST LANDLORD ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LEASE OR THIS AMENDMENT, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND ANY CLAIM FOR TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND ANY CLAIM FOR INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDING FOR THE NON-PAYMENT OF RENT, TENANT SHALL NOT FILE ANY NON-COMPULSORY COUNTERCLAIMS IN SUCH PROCEEDINGS.

12. **Attorney's Fees and Costs.** The Tenant specifically acknowledges and hereby agrees that the Landlord shall be entitled to recover from the Tenant any additional attorney's fees and costs it must expend in the enforcement of this Amendment in the event of Tenant's breach of this Amendment, including in any appeals and post-judgment proceedings.

13. **Counterparts.** This Amendment may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if all of the parties had executed it as a single document. Counterparts to this Amendment may be executed and delivered by facsimile or .pdf/email transmission.

14. **No Offer.** Submission of this Amendment to Tenant does not constitute an offer, and this Amendment shall be null, void and of no effect unless it is fully executed by the Landlord and either one fully executed original Amendment has been delivered to both parties or the parties have exchanged executed counterparts in accordance herewith.

15. **Construction.** This Amendment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action arising hereunder or under the Lease shall lie exclusively in the state courts situated in Miami-Dade County, Florida. All parties acknowledge that each has contributed substantially to the material content of the Lease, as amended hereby, and that the Lease, as amended hereby, which has been negotiated at arms-length by both parties after advice by counsel or other representatives chosen by such parties, shall not be construed more strictly against one party than the other merely because this document may have been prepared by one party.

16. **Certification.**

A. Tenant certifies that:

- (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
- (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

- B. Subject to any applicable limitations set forth in Florida Statute Section 768.28, Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

**LANDLORD:** Gables Miracle Mile, LLC,  
a Florida limited liability company


By: Gables Miracle Mile Venture, LLC,  
a Florida limited liability company, its sole Member

By: Gables Miracle Mile MM, LLC,  
a Florida limited liability company, its Managing  
Member

By:   
Stephen H. Bittel, Managing Member

Witnesses:

By:   
Print Name: Rebecca Ruiz

By:   
Print Name: Mindy McElroy

**TENANT:**

MIAMI-DADE COUNTY,  
A political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Name: Daniella Levine Cave  
Title: Mayor

Witnesses:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_