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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(2)

Date: December 4, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Execution of a Retroactive Lease Agreement with the Public Health Trust, Jackson Memorial Hospital, at the Stephen P. Clark Center, Space 110 - Lease # 01-4137-023-0020-L02

Resolution No. R-1007-12

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution which authorizes the execution of a Retroactive Lease Agreement with The Public Health Trust, Jackson Memorial Hospital (PHT), for office space at the Stephen P. Clark Center, 111 NW 1 Street, Space 110. More specifically, the Retroactive Lease Agreement does the following:

- Authorizes the retroactive lease of 2,660 square feet of office space as of June 15, 2011 to be used solely as a medical facility; and
- Authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

SCOPE

The Stephen P. Clark Center is located in County Commission District 5.

FISCAL IMPACT/FUNDING SOURCE

This Retroactive Lease Agreement will generate $289,999 in revenue to the County over the five-year term, inclusive of the retroactive period.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with the PHT. Elva Marin, Real Estate Manager, Real Estate Development Division, Internal Services Department is the project's monitor.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute the Retroactive Lease Agreement; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

BACKGROUND

The PHT has been occupying this space as a medical facility since 2001 via a Lease Agreement that was approved by the Board on May 8, 2001 (Resolution R-504-01). The Lease Agreement commenced on June 15, 2001 and expired on June 14, 2011. The PHT has continued to occupy the space on a month-to-month basis and has remained current with their rent. Due to their financial situation, the PHT requested and staff has agreed to maintain the annual rental amount at the current annual rate of $57,999.96, payable in equal monthly installments of $4,833.33, for the entire five-year period.

Additional details are as follows:

TENANT:	The Public Health Trust, Jackson Memorial Hospital
LEASE TERM:	Five years with no renewal options
EFFECTIVE DATES:	Commenced June 15, 2011 and terminates five years thereafter.
RENTAL RATE:	The annual rental rate for each year of the five year term is $57,999.96 which is equal $21.80 per square foot. There is no annual escalation in rental rates in consideration of PHT's request.
LEASE CONDITIONS:	Tenant is responsible for all charges for electricity, security, and janitorial and custodial servicesof the space. In addition, Tenant is responsible for its pro-rata share of Common Area Maintenance expenses, which are currently $2,580.00 on an annual basis. Common Area Maintenance charges are determined annually and adjusted, if necessary.
CANCELLATION PROVISIONS:	Both Tenant and Landlord may cancel with 60 days notice to the other party.
COMMENTS:	The lease is retroactive due to extended negotiations between County staff and PHT staff.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: December 4, 2012

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

SUBJECT: Agenda Item No. 8(F)(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(F)(2)
12-4-12

RESOLUTION NO. R-1007-12

RESOLUTION AUTHORIZING A RETROACTIVE LEASE AGREEMENT AT THE STEPHEN P. CLARK CENTER, 111 NW FIRST STREET, SPACE 110, MIAMI, WITH THE PUBLIC HEALTH TRUST, JACKSON MEMORIAL HOSPITAL, WITH A TOTAL FISCAL IMPACT TO THE COUNTY INCREASING REVENUE BY $289,999, TO BE UTILIZED AS A MEDICAL FACILITY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, The Public Health Trust, Jackson Memorial Hospital is an agency and instrumentality of Miami-Dade County; and

WHEREAS, The Public Health Trust, Jackson Memorial Hospital, desires to continue using certain County-owned property located at the Stephen P. Clark Center, Space 110, Miami, as a medical facility; and

WHEREAS, the County is satisfied that the Public Health Trust, Jackson Memorial Hospital, does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

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 a Retroactive Lease Agreement between Miami-Dade County and The Public Health Trust, Jackson Memorial Hospital, with a total fiscal impact to the County increase revenue by $289,999, to be used as a medical facility, in substantially the form attached hereto 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.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, 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, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**absent**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**absent**	Juan C. Zapata	**aye**

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 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. JRA

Juliette R. Antoine

RETROACTIVE LEASE AGREEMENT

THIS AGREEMENT made on the____day of_____ 20__ by and between MIAMI-DADE COUNTY, hereinafter referred to as the "LANDLORD" and THE PUBLIC HEALTH TRUST, JACKSON MEMORIAL HOSPITAL, an agency and instrumentality of Miami-Dade County hereinafter referred to as the "TENANT".

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the premises described as follows:

> Approximately 2,660 rentable square feet, known and numbered as Space 110 contained within the First Level, Lobby Area of the Steven P. Clark Center ("SPCC") located at 111 N.W. First Street Miami, Fl., more specifically known as the SPCC Lower Retail Area ("Lower Retail Area").

TO HAVE AND TO HOLD unto said TENANT for a term of five-years commencing on June 1, 2011 and terminating five-years thereafter, for and a total annual rental of Fifty-Seven Thousand Nine Hundred Ninety-Nine and 96/100 Dollars ($57,999.96), payable in twelve equal monthly installments of Four Thousand Eight Hundred Thirty Three and 33/100 Dollars ($4,833.33) in advance on the first day of every month to the BOARD OF COUNTY COMMISSIONERS, 111 N.W. First Street, Suite 2460, Miami Florida 33128, or, at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely as a medical facility, managed and operated by TENANT.

ARTICLE II
CONDITION OF DEMISED PREMISES

The demised premises are presently in a state of good repair and suitable for the use by the TENANT. The TENANT hereby accepts the demised premises in the condition they are in at the beginning of this Agreement.

ARTICLE III
UTILITIES AND MAINTENANCE

The TENANT, during the term hereof, shall pay all charges for electricity services, janitorial and custodial services used by the TENANT. To the extent that such charges are separately measured by metering or otherwise, the TENANT agrees to pay the actual cost thereof, without addition or surcharge by the LANDLORD.

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the interior of the demised premises. The TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of the TENANT's negligence or TENANT's agents, employees, invitees, or visitors use of the demised premises, ordinary wear and tear excepted. The LANDLORD shall notify the TENANT after discovering any damage which the TENANT is responsible for repairing and the TENANT shall make all the necessary repairs promptly after said notice.

If the TENANT's use or other actions relative to the demised premises result in the introduction of hazardous materials or contamination, the TENANT agrees to (i) notify the LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of the LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards.

ARTICLE IV
COMMON AREA MAINTENACE CHARGE

Effective with the commencement date, the TENANT and LANDLORD through their designees shall annually determine the TENANT's pro-rata share of Common Area expenses payable by the TENANT in addition to the annual rent. The current common area cost is $0.97 per square foot on an annual basis.

ARTICLE V
CANCELLATION

The TENANT and the LANDLORD shall have the right to cancel this Agreement at any time by giving the other party at least sixty (60) days written notice prior to its effective day.

ARTICLE VI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to ISD and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to Jackson Memorial Hospital, Public Health Trust 1611 NW 12 Avenue Miami Fl. 33136 Attention Director of Real Estate shall constitute sufficient notice to TENANT to comply with the terms of this Agreement. Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE VII
GOVERNMENTAL APPROVALS

TENANT, at its sole cost and expense, shall duly procure and thereafter maintain such licenses or permits required for the proper and lawful operation of a Medical Facility at the SPCC.

ARTICLE VIII
SALES TAX AND ADDITIONAL TAXES

The parties acknowledge and agree that both the TENANT and the LANDLORD are exempt from the payment of sales, use or other taxes. However, if at any time during the term of this Agreement, under the laws of the State of Florida, or any political subdivision thereof, a tax charge, capital levy, or excise on rents, or other tax (except income tax), however described, shall be levied or assessed by the City of Miami or Miami-Dade County Special Taxing District or said political subdivision against the LANDLORD on account of rent payable herein, such tax, charge, capital levy, or excise on rents or other taxes shall be deemed to constitute additional rental payable by the TENANT to the LANDLORD within such periods as the parties determine.

ARTICLE IX
USE OF COMMON AREAS

The TENANT and its officers, employees, agents, patients and invitees shall have the right, in common with the LANDLORD and all others to whom the LANDLORD has granted or may hereafter grant rights of who shall otherwise have such rights, to use the Common Areas, subject

to such reasonable Rules and Regulations as the LANDLORD may from time to time impose. TENANT agrees to abide by such Rules and Regulations. The LANDLORD shall have the right to limit, or otherwise schedule, deliveries to the TENANT if, in the LANDLORD'S judgment, said limitation is necessary for the proper operation of the SPCC.

ARTICLE X
HURRICANE PREPAREDNESS

The TENANT shall follow the LANDLORD'S emergency evacuation and hurricane plan as set forth for the SPCC.

ARTICLE XI
SECURITY

TENANT acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The LANDLORD makes no warranties as to any obligation to provide security for the TENANT, outside of standard security measures supplied by the LANDLORD in general. TENANT may provide its own specialized security for the demised premises, subject to the LANDLORD'S written approval.

ARTICLE XII
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenantable or unfit for the purpose of the TENANT, either party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other. If either the demised premises or the leased buildings are partially damaged due to TENANT' negligence, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such demised premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the TENANT at its own cost and expense. In the event that said demised premises are completely destroyed due to the TENANT's negligence, the TENANT shall repair and reconstruct the demised premises so that they equal the condition of the demised premises on the date possession was given to the TENANT. In lieu of reconstructing, the TENANT shall reimburse the LANDLORD all expenses incurred by LANDLORD in restoring the demised premises to their original condition. The election of remedies shall be at the sole

discretion of the LANDLORD.

ARTICLE XIII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof.

ARTICLE XIV
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XV
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement.

ARTICLE XVI
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XVII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Agreement or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XVIII
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XIX
WRITTEN AGREEMENT

This Agreement contains the entire Agreement between the parties hereto and all previous negotiations leading thereto, and may be modified only by the written approval of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

TENANT:
Public Health Trust of Miami Dade County

By:_____
Carlos A. Migoya, President and CEO

Attest:_____
CARLOS R. LAGO

LANDLORD:
Miami-Dade County, Florida by its Board of County Commissioners

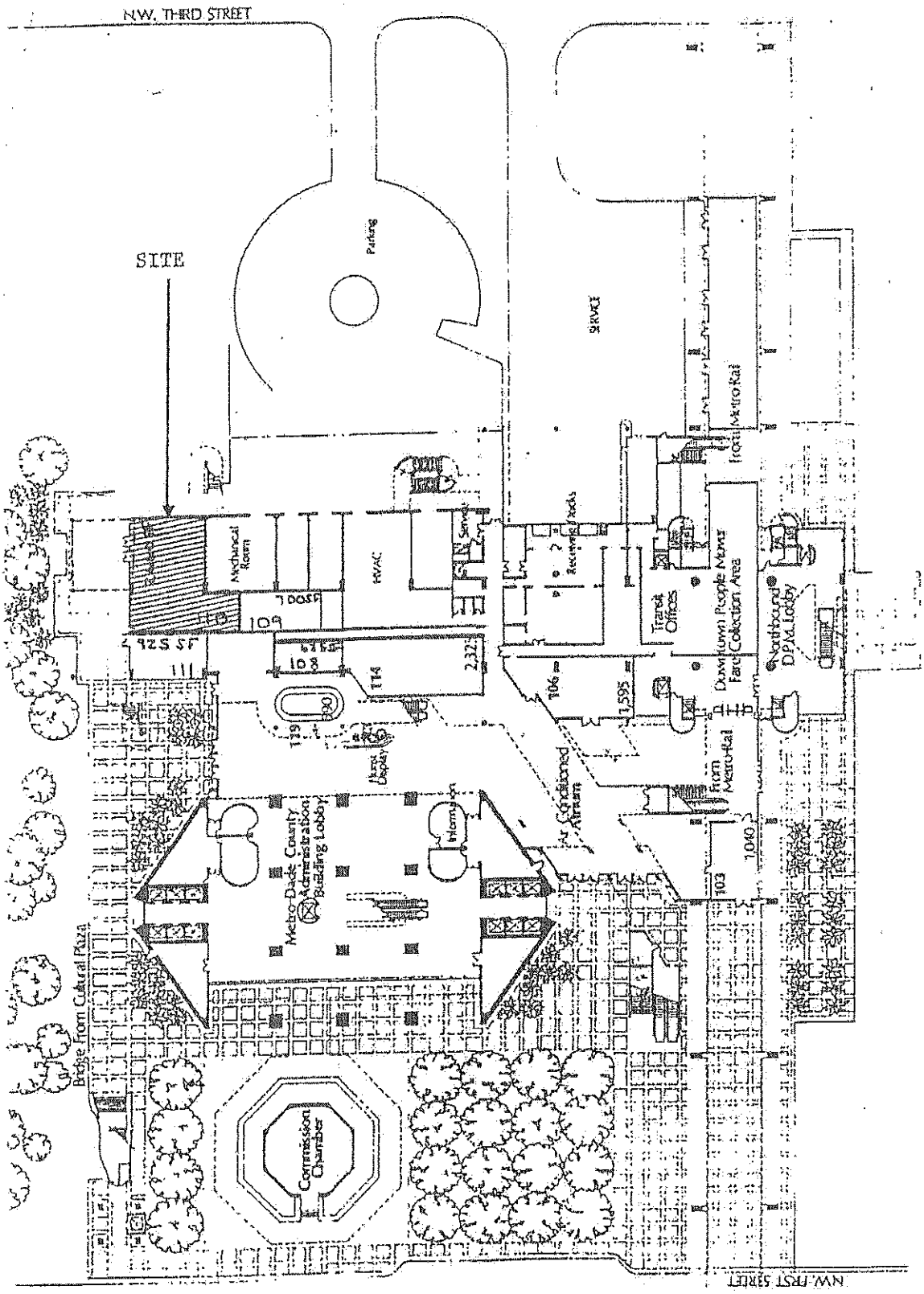
By:_____
Carlos A. Gimenez, Mayor

Attest:_____

Approved as to form and Legal Sufficiency:

AP for JRA 8/30/12
Assistant County Attorney

EXHIBIT "A"



FIRST LEVEL

Stephen P. Clark Center
Miami, Florida