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

MEMORANDUM

Agenda Item No. 8(I)(4)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute an agreement between the Florida Department of Transportation and Miami-Dade County, specifically herein, the Airspace Agreement, and Addendum to Airspace Agreement, to provide a Police Workstation at the Miami Intermodal Center; authorizing the County Mayor action to execute renewal and termination provisions contained therein

Resolution No. R-1078-15

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: December 1, 2015

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of an Agreement between the Florida Department of Transportation and Miami-Dade County for a Miami-Dade Police Department Police Workstation at the Miami Intermodal Center

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute an agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County through the Miami-Dade Police Department (MDPD), specifically herein, the Airspace Agreement and Addendum to Airspace Agreement for the purpose of a police workstation to be located at the Miami Intermodal Center (MIC) near Miami International Airport. This Agreement is effective upon signature for a period of five (5) years through 2020. This police workstation is being provided by the FDOT at no cost to Miami-Dade County.

Scope
This agreement will provide a police workstation at the Miami Intermodal Center for MDPD personnel at the MIC Central Station Support Building located at 3811 Northwest 21 Street, Miami, Florida.

Delegation of Authority
Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Airspace Agreement and Addendum to Airspace Agreement, and to execute the renewal and termination provisions contained therein.

Fiscal Impact/Funding Source
There is no fiscal impact to the County.

Track Record/Monitor
This agreement is by the MDPD Airport District and Arturo Loynaz, Major, MDPD Airport District, will track and monitor this agreement.

Background
FDOT has requested that MDPD have a police workstation at the MIC. This police workstation would provide a designated office space which would to serve as a workstation for MDPD officers, including those assigned to patrol the MIC. The workstation is not a full-service police station; it is a location to be utilized by officers to write police reports and perform administrative tasks, such as roll call training. The MDPD is not obligated to staff this location 24-hours a day. However, the MDPD personnel and the designated office will provide a police presence. This agreement, which demonstrates the

partnership between Miami-Dade County and FDOT, will serve to enhance public safety for the benefit of our citizens and visitors traveling to our community.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 1, 2015

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

SUBJECT: Agenda Item No. 8(I)(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
Veto _____
Override _____

Agenda Item No. 8(I)(4)
12-1-15

RESOLUTION NO. R-1078-15

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND MIAMI-DADE COUNTY, SPECIFICALLY HEREIN, THE AIRSPACE AGREEMENT, AND ADDENDUM TO AIRSPACE AGREEMENT, TO PROVIDE A POLICE WORKSTATION AT THE MIAMI INTERMODAL CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Florida Department of Transportation and Miami-Dade County and the Miami-Dade Police Department have a strong, effective partnership; and

WHEREAS, the Florida Department of Transportation has requested that the Miami-Dade Police Department establish a Police Workstation at the Miami Intermodal Center near the Miami International Airport; and

WHEREAS, the Florida Department of Transportation will provide this space at no cost to Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and authorizes the County Mayor or County Mayor's designee to execute the Airspace Agreement and Addendum to Airspace Agreement between the Florida Department of Transportation and Miami-Dade County, through the Miami-Dade Police Department, and specifically herein, for the purpose of a Police Workstation to be located at the Miami Intermodal Center near the Miami

International Airport, in substantially the form attached hereto and made a part hereof, and to operate this workstation in accordance with the terms of the Airspace Agreement and Addendum to Airspace Agreement, and authorizes the County Mayor to execute any renewals and to terminate the Agreement as necessary and appropriate on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**absent**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**nay**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Suzanne Villano-Charif

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 4068001
MANAGING DISTRICT: Six
F.A.P. NO.: 4042-394-C
STATE ROAD NO.: MIC Central Station
COUNTY: Miami-Dade
PARCEL NO.: 5883 - MDPD Workstation

THIS **AGREEMENT**, made this _____ day of _____, 2015 _____, between MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH ITS DEPARTMENT, THE MIAMI-DADE POLICE DEPARTMENT, _____ at 9105 Northwest 25th Street, Doral, Florida 33172 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of MIC Central Station _____ which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below the gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: to be used as a police work-station as further described in the Addendum. _____

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of five (5) years _____ beginning with the date of this Agreement. One renewal of this Agreement may be made for five (5) years _____. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent

payment period, See Addendum plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: as a police work station as further described in the Addendum to Airspace Agreement.

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.
Note: No longer required for local governments.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lesee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.
Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life

or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars ($ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars ($ 1,000,000.00) for property damage, or a combined coverage of not less than two million ($ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of

employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

MIAMI-DADE COUNTY
LESSEE (Company Name, if applicable)

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Attest: _____ (Seal)

Name: J.D. Patterson

Title: Director, Miami-Dade Police Department

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Gus Pego, P.E.

Attest: _____

Name/Title: _____ Executive Secretary

Legal Review:

_____
District Counsel

Name: Alicia Trujillo, Esq.

ADDENDUM

This is an Addendum to that certain Lease Agreement between DO NOT SIGN - SEE SEPARATE ADDENDUM and the State of Florida Department of Transportation dated the _____ day of _____, _____. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

DO NOT SIGN - SEE SEPARATE ADDENDUM

_____
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

Florida Department of Transportation

ADDENDUM TO AIRSPACE AGREEMENT

Item/Seg. No:	4068001
Managing District:	Six
F.A.P. No:	4042-394-C
S.R. No:	MIC
County:	Miami-Dade
Parcel No:	5883-MDPD Work Station

This is an Addendum to that certain Airspace Agreement between the State of Florida Department of Transportation ("Department" or "Lessor") and Miami-Dade County, a political subdivision of the State of Florida, by and through its department, the Miami-Dade Police Department (MDPD), ("Lessee") hereinafter jointly referred to as the "Parties" and dated the _____of _____ 2015. In addition to the provisions contained in said Airspace Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9(d) of said Airspace Agreement. Except as modified herein, all other terms of the Airspace Agreement shall remain in full force and effect.

Notwithstanding any terms or provision to the contrary in the Airspace Agreement, this Addendum shall supersede any such terms or provisions. Where the terms of this Addendum conflict with the definitions, provisions or terms of the Airspace Agreement, this Addendum shall control.

Section 1. Leased Premises (Premises)

The Leased Premise is comprised of approximately 495 square feet of office space located in the MIC Central Station Support Building with an address of 3811 NW 21st Street, Miami, Florida 33142 and as further depicted in the attached Exhibit A.

In addition, the Lessee shall have three (3) designated parking spaces within the MIC Central Station common area parking. The location of the parking spaces may be reassigned by the MIC Manager subject to consultation with the Lessee.

Section 3. Rent

This Agreement is entered into for the public purpose of facilitating a work-station for the Miami-Dade County Police Department who patrol the MIC Central Station. There shall be no fee for MDPD's use of the Premises.

Item/Seg. No:	4068001
Managing District:	Six
F.A.P. No:	4042-394-C
S.R. No:	MIC
County:	Miami-Dade
Parcel No:	5883-MDPD Work Station

Section 4. Use, Occupancy and Maintenance

Section 4.b.

1. The MDPD shall be under no obligation to staff the work station 24 hours a day.

2. The work station is not a full service police station, but merely a location utilized by MDPD officers to write police reports and perform administrative tasks (i.e., roll call, training).

3. Nothing contained in this Agreement creates any new security responsibilities by MDPD at the MIC Central Station.

Section 4.f.

Lessor, at Lessor's sole cost and expense, shall maintain, or cause to be maintained, the Premises at no cost to the Lessee. Any repair required, other than repairs needed due to damage caused by the Lessee (including its agents, contractors and employees) in excess of ordinary wear and tear, shall be the responsibility of the Lessor, at Lessor's own expense.

Lessee, at Lessee's sole cost and expense, shall maintain, or cause to be maintained, the Premises in a clean, orderly and sanitary condition and deposit garbage, trash, rubbish and refuse in designated receptacles provided by Lessor.

Section 4.g.

The Lessor agrees to display the following words on the entry door of the work station: "Miami-Dade Police Department Work Station." Also, a decal of the MDPD badge which will be placed on the door of the workstation. In addition, the entry door shall also display the following statements: "This work station is not staffed on a regular, or 24 hour a day, basis. If you have an emergency, dial 9-1-1. For police assistance for non-emergencies, please call: Airport District Station (305) 876-7373 or Miami-Dade Police (305) 4-POLICE (305-476-5423).

Lessee agrees to provide the Lessor with the aforementioned decal of the MDPD for the entry door. Other than the aforementioned entry door sign, portable or temporary signs are prohibited.

Item/Seg. No:	4068001
Managing District:	Six
F.A.P. No:	4042-394-C
S.R. No:	MIC
County:	Miami-Dade
Parcel No:	5883-MDPD Work Station

Section 4. i. of the Airspace Agreement is hereby deleted.

Section 9. Miscellaneous

Section 9. g.

Lessor shall be responsible, at the Lessor's expense, for supplying the Premises with electricity, heating, ventilation, air conditioning at all times during which the Premises is open. MDPD agrees not to overload the electrical wiring within or serving the Premises.

Section 9. j.

Other than in an emergency situation, Lessor agrees to notify Lessee no less than forty-eight hours prior to Lessor entering the Premises for any of the purposes set forth in this Agreement.

Lessee is not responsible for any contamination or environmental issue either spread or released onto the Facility and/or to any adjoining property that occurred prior to Lessee's occupancy of the Facility.

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Florida Department of Transportation

ADDENDUM TO AIRSPACE AGREEMENT

Item/Seg. No: 4068001
Managing District: Six
F.A.P. No: 4042-394-C
S.R. No: MIC
County: Miami-Dade
Parcel No: 5883-MDPD Work Station

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez
Mayor

By: _____
Name: J.D. Patterson
Director
Miami-Dade Police Department

Attest:

By: _____ (Seal)
Name: Harvey Ruvin, County Clerk
Miami-Dade County

Approved as to Form and Legal Sufficiency

_____
Matthew Papkin, Assistant County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Gus Pego, P.E.
District Secretary

Attest: _____

Name: _____
Title: Executive Secretary

Legal Review:

_____
Alicia Trujillo, Esq.
District Chief Counsel

MDPD Project Summary 8/7/15

	Work Order No.	Description	Received Date	Current Status	Sent for Agency Approval - Pending	Sent for OMB Approval - Pending	Comments
Estimate & Evaluation	W140062	MDPD HQ Building: Reseal Entire Glass Block Curtain Wall	4/29/2014	Design Development			Estimate in progress
	W150002	MDPD Special Patrol Bureau: Move SPB to New Location at 2261 NW 67th Ave (Building 700)	1/30/2015	Project Cancelled 8/5/2015			
	W150033	MDPD PD Shooting Range: Provide AS-Built Drawings for New HVAC System Design	4/8/2015	Developing Scope			Estimate in progress
	W150038	MDPD/FAB/Facilities Maint Section: Demo Existing & install New Class & Restroom Trailers	4/20/2015	Unofficial Estimate sent to Agency for Approval	8/7/2015		
	W150052	MDPD Training Bureau - A Boundary Survey Needs to be Submitted to Property Appraisal Public Work to Update Information	5/27/2015	Research - Working with PA to accept existing Survey			Survey obtain under service agreement and sent to Real Estate to make correction.
	Z000133	MDPD Training Center: Design & Construct a Vehicle Driving Range	4/18/2015	Estimating			Sent preliminary budget to agency for discuss due to project exceeds the current budget.
Pending Approval	W150045	MDPD HQ: Reinforce Metal Supports of Catwalk Mezzanine in Warehouse property & Evidence Bldg.	5/3/2015	Pending MOU Approval	7/8/2015		
	W150064	MDPD: Convert UPS System on 4th Floor to Normal Power	7/8/2015	Pending MOU Approval	7/23/2015		
	W140119	MDPD: Estimate to Replace Station No. 5 Roof	10/7/2014	Pending MOU Approval	11/5/2014		Still pending approval
	W150000A	MDPD: Academy Building Construct Facility	11/12/2009	Pending Change Order No.	5/12/2015		RTA to be issued no 8/10/15
	W150000B	MDPD: Academy Building Construct Facility	11/12/2009	Pending Change Order No.	5/12/2015		RTA to be issued no 8/10/15
	W150056	MDPD HQ RTCC: Remove Electrical Connection & Reconnect New Furniture with Additional Circuits	6/9/2015	Pending MOU Approval	7/8/2015		Design portion is complete - we are pending budget approval to move forward.
Design	W150056	MDPD HQ RTCC: Remove Electrical Connection & Reconnect New Furniture with Additional Circuits	6/9/2015	Pending MOU Approval	7/8/2015		Design portion is complete - we are pending budget approval to move forward.
	W130011	MDPD South Building 40-Year Recertification Report	11/5/2012	Permitting			40-Year submitted to RER for Review & Approval

MDPD Project Summary 8/7/15

	Work Order No.	Description	Received Date	Current Status	Sent for Agency Approval - Pending	Sent for OMB Approval - Pending	Comments
	W140021 & W140021A	Section Move to OTV-S 20th Floor from 140 W. Flagler		Design Development			Design Development is 50% complete and will be 100% 8/21/15. Estimated Construction completion 6/14/17.
Bidding & Awarding Process	W140137	MDPD Station No.6 Design & Installation of a Non-Proprietary Fire Alarm System	12/2/2014	Award Process			Completion date 7/24/15 - NTP pending Contractor shop drawing approval.
	W140145	MDPD Training Institute Drawing for Aluminum Roof Required in Range No. 4	1/12/2015	EDP Process			project in bidding process - bids received 8/5/15 and in the review process
	W150000A	MDPD: Academy Building Construct Facility	11/12/2009	RTA 8/10/15	5/12/2015		RTA to be issued no 8/10/15
	W150000B	MDPD: Academy Building Construct Facility	11/12/2009	RTA 8/10/15	5/12/2015		
Construction/ EDP Process	W130112	MDPD Training Bureau Simulator & Bunker: Price Quote	5/14/2013	EDP Assignment			100% Construction Documents received 8/7/15 - Pending permit process
	W140080	MDPD: Provide Survey & Legal Description for Multiple Stations to Allocate Separate Folio Numbers	6/20/2015	EDP Process			Completion date 6/15/15 – extended due to unforeseen condition (lack of unity of Title) ISD Real Estate is working on this issue
	W140105	MDPD: Training Academy Simulator Building – Testing Soil U Environmental Analysis	9/10/2014	EDP Process			Soils and Environmental testing completed 2/27/15 - pending close out
	W140106	MDPD Training Academy Ammunitions Bunker Building Testing Soil & Environmental Analysis	9/10/2014	EDP Process			Soils and Environmental testing completed 2/27/15 - pending close out
	W140107	MDPD Training Academy Trailer Class Room Buildings Testing Soil & Environmental Analysis	9/10/2014	EDP Process			Soils and Environmental testing completed 2/27/15 - pending close out
	W140108	MDPD Training Academy Driving Rang Center Testing Soil & Environmental Analysis	9/10/2014	EDP Process			Soils and Environmental testing completed 2/27/15 - pending close out
	Z000133	MDPD Training Center: Design & Construct a Vehicle Driving Range	4/18/2015	EDP Process			
	E150045 & W140027	MDPD/FAB/Facilities Maintenance Section: Remodel the Women's Shower	12/11/2013	Construction			In construction - pending long lead items e.g. shower partition. Construction completion date estimated to be 8/31/15
	W120135	MDPD Kendall District Station: Replace old Chiller With New Chiller Unit Using 410A Refrigerant	7/3/2012	Pending Close-Out			Project completed 4/13/15 - pending final payment and close out.

MDPD Project Summary 8/7/15

Work Order No.	Description	Received Date	Current Status	Sent for Agency Approval - Pending	Sent for OMB Approval - Pending	Comments
W120137	MDPD/FAB/Facilities Maintenance Section: Replacement of Trailer No. 903 Roof	7/9/2012	Pending Close-Out & Change Order No.1			Roof is completed - pending close-out documents
W130086	MDPD/FAB/Facilities Main Section: Demo Existing & Install New Class Room Trailers (W140029)	3/12/2013	Pending Close-Out			Project Cancelled - pending consultant final release documents.
W130127	MDPD HQ Removal of Existing Exhaust Fans over Forensic Lab	7/9/2013	Construction			NTP issued 7/23/15 - estimated completion date 9/16/15
W140136	MDPD HQ: Provide Two 100amjp Electrical Panels at First Floor & one 200amp panel at Second Floor	11/24/2014	Construction			Project completed - pending final electrical inspection by 8/14/15
Z00044	MDPD: Arcola Station Design to Construct Station	5/12/2006	C/O Occupant - Pending Close-Out			Settlement agreement pending review of CAO - TCO expires 8/20/15

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