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

MEMORANDUM

Agenda Item No. 11(A)(5)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving terms of and authorizing the execution by County Mayor of an amendment to the lease agreement with Florida Nursery, Growers & Landscape Association, Inc., a Florida not-for-profit corporation providing for a relocation to another room in the building in connection with downsizing efforts, for office use in connection with the representation of the community nursery industry including projects and educational services in the agricultural field for an initial five year term and an additional five year renewal option period on County-owned land located at 18710 SW 288th Street, Miami, at no cost, and in accordance with Florida Statute 125.38

Resolution No. R-132-16

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

Abigail Price-Williams
County Attorney

APW/lmp

MEMORANDUM

(Revised)

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

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

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 ____, 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. 11(A)(5)
2-2-16

RESOLUTION NO. R-132-16

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AN AMENDMENT TO THE LEASE AGREEMENT WITH FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION PROVIDING FOR A RELOCATION TO ANOTHER ROOM IN THE BUILDING IN CONNECTION WITH DOWNSIZING EFFORTS, FOR OFFICE USE IN CONNECTION WITH THE REPRESENTATION OF THE COMMUNITY NURSERY INDUSTRY INCLUDING PROJECTS AND EDUCATIONAL SERVICES IN THE AGRICULTURAL FIELD FOR AN INITIAL FIVE YEAR TERM AND AN ADDITIONAL FIVE YEAR RENEWAL OPTION PERIOD ON COUNTY-OWNED LAND LOCATED AT 18710 SW 288TH STREET, MIAMI, AT NO COST, AND IN ACCORDANCE WITH FLORIDA STATUTE 125.38; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; DIRECTING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE FOREGOING, TO EXERCISE ALL RIGHTS SET FORTH IN THEREIN, AND TO PROVIDE AN EXECUTED COPY OF THE LEASE AMENDMENT TO THE PROPERTY APPRAISER'S OFFICE

WHEREAS, Florida Nursery, Growers & Landscape Association, Inc. ("FNGLA") is a Florida not-for-profit corporation, organized for the community interests and welfare purposes of representation of all walks of the nursery industry, including foliage, citrus nurseries, floriculture producers, retailers, suppliers, and landscape professionals, and providing agricultural information to the agricultural community; and

WHEREAS, FNGLA is engaged in the monitoring of marketing projects and providing education services in the agricultural field, including classes, meetings, and workshops to address the myriad of issues facing nursery producers; and

WHEREAS, pursuant to Resolution No. R-507-06, the Board approved the lease between the County and FNGLA (the "Original Lease") in the Miami-Dade County Cooperative Extension Building (the "Extension Building"), which includes tenants offering programs and services for commercial growers, home owners, families, youth and the agricultural community, and located at 18710 SW 288th Street, Miami, Florida; and

WHEREAS, pursuant to the terms of the Original Lease, FGNLA occupies Room 38 in the Extension Building, encompassing 740 square feet of office space, with a lease expiration of January 31, 2017, and annual rent in the amount of $9,190.00; and

WHEREAS, FNGLA has advised the County that it seeks to downsize in order to continue its operations due to reduced income revenue sources, and desires to remain in the Extension Building to continue to serve the nursery community; and

WHEREAS, FNGLA has requested a relocation of its operations from Room 38 to Room 117, an office space encompassing approximately 300 square feet, which is underutilized, and is currently used primarily for testing and very small meetings, (the "Property"); and

WHEREAS, relocation of FNGLA from Room 38 to Room 117 would allow the former space to be utilized for other purposes within the Extension Building; and

WHEREAS, FNGLA has applied to the County for the use of the Property, and has represented that it will use the Property consistently with its mission, in support of the community interests and welfare purposes for which it is organized, and in accordance with the terms of the amended lease agreement with the County (the "Amended Lease"); and

WHEREAS, FNGLA has requested a five year term with an additional five year renewal option period, with such Amended Lease being cancellable by the County or FNGLA upon sixty days' notice as set forth in the Original Lease; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that FNGLA does require the Property for such use and that FNGLA's operations pursuant to the terms of the Amended Lease would promote community interest and welfare; and

WHEREAS, the Board finds that a substantial hardship would exist in requiring FNGLA to pay market rent for the Property (currently estimated by administration to average at $16.50 per square foot with a range in comparables from $14 to $19 per square foot) to the extent that any revenues that will be generated will be put back into FNGLA's program, that FNGLA's revenues have declined and it requires a substantial downsizing in order to continue providing community services and programs, and additionally, because FNGLA's mission is unique and beneficial to the entire nursery community; and

WHEREAS, the Property would be leased at no cost to FNGLA pursuant to the Amended Lease in substantially the form attached hereto and incorporated herein,

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

Section 1. This Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. This Board finds, based upon the foregoing, that the Property is not needed for County purposes, approves the terms of the Amended Lease of the Property in substantially the form attached hereto, pursuant to Section 125.38 of the Florida Statutes, authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board, authorizes the County Mayor or Mayor's designee to enter the Amended Lease in substantially the form attached hereto as Exhibit "A" and which is incorporated herein by reference, and to take all actions necessary to effectuate the Amended Lease, and to exercise any and all rights set forth in the Amended Lease.

Section 3. This Board directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of the Amended Lease and to provide a copy of the Amended Lease to the Miami-Dade County Property Appraiser's office.

The Prime Sponsor of the foregoing resolution is Commissioner Daniella Levine Cava. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
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	**absent**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of February, 2016. 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.

Debra Herman

Exhibit A

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (hereinafter "Amended Lease") is entered into and made effective on this _____ day of _____, 2015 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" and/or "County"), and The Florida Nursery, Growers, & Landscape Association, Inc., a not-for-profit Florida corporation (hereinafter "Tenant").

RECITALS

WHEREAS, by Resolution No. R-507-06, adopted by the Miami-Dade Board of County Commissioners on May 9, 2006, the Board Authorized a Lease Agreement ("Lease") between the above named parties for Premises located at 18710 S.W. 288 Street, Room 38, Miami, Florida; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in order to relocate the Tenant to a different room, to provide for a five (5) year term with a five (5) year option to renew, and to provide for a no cost lease in order to allow Tenant to downsize and to continue to serve the community interest and welfare in providing programs and services to the agricultural community; and

WHEREAS, by Resolution No. ____, adopted _____, 2016, 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 to the Lease.

2. The following paragraphs shall supersede and replace the referenced paragraph in the Lease:

   a. The second paragraph on page 1 of the Lease is hereby amended and restated to read as follows:

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 demised premises described as follows:

> Approximately 300 square feet of air-conditioned and heated office space located at 18710 S.W. 288 Street, Room 117, Miami, Florida 33030.

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, effective upon approval of this Amendment by the Board of County Commissioners, and terminating five (5) years thereafter (subject to the other provisions herein), at no cost.

b. Article I of the Lease is hereby amended and restated to read as follows:

USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely for administrative offices in connection with the community interest and public purposes of providing agricultural services and programs to the nursery community.

c. Article XVI of the Lease is hereby amended and restated to read as follows:

OPTION TO RENEW

Provided this Amended Lease is not otherwise in default, TENANT is hereby granted the option to extend this Amended Lease for one (1) additional five year period upon the same terms and conditions, by giving the LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Amended Lease.

d. Article XVIII of the Lease is hereby amended and restated to read as follows:

INSURANCE

The Lessee shall furnish to Real Estate Development Division, Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Lessee as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

3. In all other respects, said 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 PAGE REMAINS]

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

(OFFICIAL SEAL)

Landlord:

MIAMI-DADE COUNTY

ATTEST:

HARVEY RUVIN, CLERK

a political subdivision of the State of Florida
By its Board of County Commissioners

By:_____

By: _____
DEPUTY CLERK

Tenant:

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION

Lisa Greer
Lisa Greer Witness

Anita Fernandez
Anita Fernandez Witness

By: William D. Rotolante

Name: William D. Rotolante

Title: President - Miami Dade FNGLA