

MEMORANDUM

Agenda Item No. 11(A)(13)

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

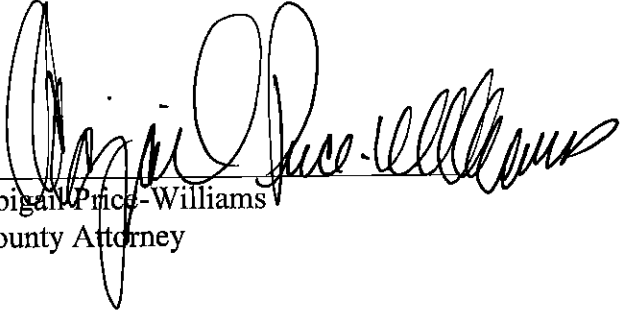
DATE: March 3, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution amending Resolution No. R-40-15 to reduce the allocation to the Larcenia J. Bullard Plaza from \$4,989,000.00 to \$3,989,000.00 and to reallocate \$850,000.00 of funds from Building Better Communities General Obligation Bond Project No. 326 - "Acquire or Construct Multi-Purpose Facilities" for improvements to County-owned property located at 18055 Homestead Ave. and leased to the Richmond Perrine Optimist Club, Inc. of Miami, FL ("Optimist Club"), a Florida not-for-profit corporation; approving first amendment to lease agreement with Optimist Club and authorizing County Mayor to execute said amendment and exercise all provisions contained therein

Resolution No. R-265-20

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


Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM

(Revised)

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

DATE: March 3, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

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. 11(A)(13)

3-3-20

RESOLUTION NO. R-265-20

RESOLUTION AMENDING RESOLUTION NO. R-40-15 TO REDUCE THE ALLOCATION TO THE LARCENIA J. BULLARD PLAZA FROM \$4,989,000.00 TO \$3,989,000.00 AND TO REALLOCATE \$850,000.00 OF FUNDS FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROJECT NO. 326 - "ACQUIRE OR CONSTRUCT MULTI-PURPOSE FACILITIES" FOR IMPROVEMENTS TO COUNTY-OWNED PROPERTY LOCATED AT 18055 HOMESTEAD AVE. AND LEASED TO THE RICHMOND PERRINE OPTIMIST CLUB, INC. OF MIAMI, FL ("OPTIMIST CLUB"), A FLORIDA NOT-FOR-PROFIT CORPORATION; APPROVING FIRST AMENDMENT TO LEASE AGREEMENT WITH OPTIMIST CLUB AND AUTHORIZING COUNTY MAYOR TO EXECUTE SAID AMENDMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, in 2004, Miami-Dade County voters approved, pursuant to Resolution No. R-917-04 (the "Authorizing Resolution") and as part of the Building Better Communities General Obligation Bond Program (the "Bond Program"), the issuance of \$255,070,000 in general obligation bond funds to be used to construct and improve public service outreach facilities to meet code and service requirements and to increase neighborhood and community access to services; and

WHEREAS, Appendix A to the Authorizing Resolution lists projects eligible for funding from the Bond Program by project number, municipal project location, Commission district, project name, project description, street address, and allocation; and

WHEREAS, one of the projects included in Appendix A to the Authorizing Resolution is Project No. 326 - "Acquire or Construct Multi-Purpose Facilities" in County Commission District 9 with a project description that provides "Acquire or construct multi-purpose facilities for various uses" and an original allocation of \$4,500,000.00; and

WHEREAS, on January 21, 2015, this Board approved, pursuant to Resolution No. R-40-15, the allocation of all \$4.5 million of Project No. 326 funds to fund a portion of the planning, design and construction of the Richmond Height Shopping Center (since renamed the Larcenia J. Bullard Plaza) later increased to \$4.989 million; and

WHEREAS, this Board now desires to amend Resolution No. R-40-15 to reduce the allocation to the Larcenia J. Bullard Plaza of Project No. 326 funds from \$4.989 million to \$3.989 million; and

WHEREAS, Miami-Dade County owns an approximately 4.08-acre parcel of property located at 18055 Homestead Avenue that is improved with an approximately 26,000 square foot building (the "County Property"); and

WHEREAS, on November 5, 2001, following this Board's approval of Resolution No. R-1138-01, the County executed a lease agreement with the Richmond Perrine Optimist Club, Inc. of Miami, FL. ("Optimist Club"), a Florida not-for-profit corporation, to lease the County Property to the Optimist Club for a term of 30 years in order to allow the Optimist Club to construct and operate a gymnasium and an alternative educational facility to serve the youth in the South Miami-Dade County area with athletics counseling, guidance, educational and tutoring programs, to include public and private service providers; and

WHEREAS, the Optimist Club constructed the 26,000 square foot multi-purpose facility in accordance with Resolution No. R-1138-01 and the County-executed lease agreement with the Optimist Club; and

WHEREAS, accordingly, the County Property and the Optimist Club serve as a multi-purpose facility; and

WHEREAS, the County desires to improve, for its benefit and that of the Optimist Club, the County Property in order to better serve the community by replacing the roof, replacing the HVAC systems with more energy efficient equipment, replacing the gymnasium floor, upgrading the parking lot lights and installing security cameras (“Optimist Club Project”) with the use of Bond Program funds from Project No. 326; and

WHEREAS, the County Property will continue to serve as a multi-purpose facility; and

WHEREAS, the Optimist Club Project will be developed in Commission District 9; and

WHEREAS, this Board desires to allocate \$850,000.00 from Bond Program Project No. 326 – “Acquire or Construct Multi-Purpose Facilities” in District 9 to be used to fund the Optimist Club Project on the County Property; and

WHEREAS, the Optimist Club shall be responsible for the completion, operation and maintenance of the Optimist Club Project; and

WHEREAS, because the County Property is subject to the lease agreement with the Optimist Club, this Board and the Optimist Club both desire to amend the lease agreement in order to allow the County to undertake the construction of the Optimist Club Project with the use of the \$850,000 Bond Program funds and to provide that the County will be responsible for providing property insurance coverage for the County Property,

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

Section 1. The foregoing recital clauses are incorporated herein by reference and adopted by this Board.

Section 2. This Board finds that the County Property and the Optimist Club Project, as described in the recitals to this Resolution, is a “multi-purpose facility” eligible for funding from Bond Program Project No. 326.

Section 3. This Board: (a) amends Resolution No. R-40-15 to reduce the allocation of Bond Program Project No. 326 funds to the Larcenia J. Bullard Plaza project by \$1 million, for a remaining allocation of \$3.989 million of Project No. 326 funds; and (b) approves the reallocation of said funds in the amount of \$850,000.00 to be used for the construction of the Optimist Club Project at the County Property.

Section 4. This Board approves the First Amendment to the Lease Agreement between the Optimist Club and the County, in substantially the form attached hereto and made a part hereof, in order to allow the County to undertake the construction of the Optimist Club Project at the County Property with the use of the \$850,000.00 Bond Program funds and to provide that the County will be responsible for providing property insurance coverage for the County Property. The Board further authorizes the County Mayor or Mayor's designee to execute the First Amendment to the Lease Agreement and to exercise any and all rights conferred therein.

The Prime Sponsor of the foregoing resolution is Commissioner Dennis C. Moss. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2020. 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: Linda L. Cave
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Monica Rizo Perez

FIRST AMENDMENT TO THE LEASE AGREEMENT

This FIRST AMENDMENT TO THE LEASE AGREEMENT (this "First Amendment") is dated as of the _____ day of _____, 20____ ("First Amendment Effective Date"), and made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and RICHMOND-PERRINE OPTIMIST CLUB, INC., a Florida not-for-profit corporation ("Tenant" and jointly with the County referred to herein as the "Parties").

W I T N E S S E T H:

WHEREAS, on November 5, 2001, the County and Tenant entered into a Lease Agreement (the "Agreement") for the lease of approximately 4.08 acres of County-owned land located at 18055 Homestead Avenue ("Demised Property") for a term of 30 years for the purposes of allowing the Tenant to construct and operate a gymnasium and an alternative educational facility to serve the youth in the South Miami-Dade County area with athletics counseling, guidance, educational and tutoring programs, to include public and private service providers, all as more specifically set forth and defined in the Agreement; and

WHEREAS, the Parties are desirous of amending the Agreement to allow the County to enter upon the Demised Property for purposes of undertaking construction and improvements thereto utilizing the County's forces and/or contracts and consultants retained by the County for such purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

WITNESSETH:

1. Recitals. The Parties agree that all of the foregoing recitals are true and correct, and incorporated by this reference in this First Amendment.

2. Valid Amendment. The Parties agree that this First Amendment amends the Agreement in accordance with Article XXV thereof.

3. Effect of Amendment. The Parties agree that all of the terms and conditions in the Agreement shall remain in full force and in effect, except for such terms and conditions that are expressly amended by this First Amendment. All amendments to the Agreement set forth herein shall be indicated as follows: Words double stricken through and/or [[double bracketed]] are deleted, words double underlined and/or >>double arrowed<< are added.

4. On the First Amendment Effective Date, Article XII of the Agreement titled "Landlord's Right of Entry" shall be amended as follows:

LANDLORD or any of its agents shall have the right to enter the demised property and improvements thereto during all reasonable working hours upon reasonable notice, to examine the same to determine if such are being maintained in a safe, neat and orderly manner. Said right of entry shall likewise exist to determine whether the TENANT is operating in compliance with the terms and conditions of this Lease, and for the purpose of removing placards signs, fixtures, alterations, or additions which do not conform to this Agreement.

>>LANDLORD and any of its agents, employees, contractors and consultants shall also have the right (but not the obligation) to enter the demised property and improvements thereto upon reasonable notice and, with reasonable advance notice, to close off or limit access to all or a portion of the demised property and improvements thereto, including all buildings, structures, and infrastructure, in order to do all things necessary for the improvement and construction upon said demised property, buildings, structures and infrastructure. LANDLORD shall act reasonably and shall reasonably cooperate with TENANT in scheduling and performing any capital improvements and construction to the demised property. LANDLORD shall have no liability to the TENANT for any damages, losses or injuries associated with the LANDLORD's rights hereunder except for any such damages, losses or injuries caused solely by the negligence of the LANDLORD and in such event subject to the monetary limitations of Section 768.28, Florida Statutes.<<

5. On the First Amendment Effective Date, Article XXI of the Agreement titled "Insurance" shall be amended to delete subsection D therein dealing with property insurance and to add the following at the end of Article XXI:

>> LANDLORD shall provide coverage for the demised property under the Countywide Master Property Insurance Program at its sole expense. Current deductibles are as follows: \$200 million Countywide for Named Windstorm and \$5 million per occurrence for All Other Perils ("AOP") as of the effective date of this Agreement. LANDLORD shall include the demised property in its disaster-relief applications to the Federal Emergency Management Agency ("FEMA"). LANDLORD will provide the TENANT with a copy of the demised property's schedule of values on an annual basis and the TENANT will review, and as necessary revise, to insure the appropriate schedule of values on a replacement cost basis is submitted to the LANDLORD.<<

6. This First Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this First Amendment.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the County Mayor or Deputy Mayor; as authorized by the Board, and Tenant has caused this Agreement to be executed by its duly authorized representative all on the day and year first written above.

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

ATTEST:

MIAMI-DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
MAYOR or DEPUTY MAYOR

Approved by County Attorney as to form and legal sufficiency
Print Name: _____

The foregoing was authorized by Resolution No. _____ approved by the Board of County
Commissioners of Miami-Dade County, Florida on the _____ Day of _____
20 _____.

Signed in the presence of:

TENANT

RICHMOND-PERRINE OPTIMIST CLUB, INC.,
a Florida not-for-profit corporation,

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of Virgin Trains USA LLC, a Delaware limited liability company.

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires