

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Vice Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 19, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution approving the terms of the Emergency Facility Agreements between Miami-Dade County, through the Miami-Dade Police Department, and Leon Medical Centers, LLC and its respective property owners, LFH 12515, LLC and LFH 7905, LLC for use of designated portions of the facilities located at 12515 SW 88th Street, Miami, Florida and 7950 NW 2nd Street, Miami, Florida 33126, to store emergency or disaster-related equipment and/or to operate a command center during major events such as natural disasters or catastrophic incidents affecting the County; and authorizing the County Mayor to execute the Emergency Facility Agreements and exercise any amendment, termination, extension, and/or renewal provisions contained therein

Resolution No. R-1193-20

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Geri Bonzon-Keenan
Successor County Attorney

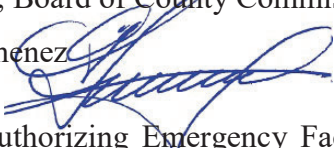
GBK/uw

Memorandum



Date: November 12, 2020

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

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing Emergency Facility Agreements for Use by the Miami-Dade Police Department for Emergency Operations

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners approve the terms of the Emergency Facility Agreements (Agreements) between Miami-Dade County (the County), through the Miami-Dade Police Department (MDPD), and Leon Medical Center, LLC (Leon Medical), the lessor of properties owned by LFH 12515, LLC and LFH 7950, LLC, also parties to each respective agreement. The County Mayor or County Mayor's designee is authorized to execute the Agreements allowing the MDPD to use portions of the facilities located at 12515 SW 88th Street, Miami, Florida 33186 and 7950 NW 2nd Street, Miami, Florida 33126 (Emergency Facilities), to store emergency and disaster-related equipment and to operate an emergency command center prior to and during major events such as natural disasters or catastrophic incidents (Emergency) affecting the County. The County Mayor or County Mayor's designee is further authorized to exercise any amendment and termination provisions contained therein.

Scope

These Agreements pertain to the MDPD's Kendall and Midwest District Stations, which are located in Districts 10 and 12 respectively.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to execute the Agreements between the County, through the MDPD, and Leon Medical and each respective property owner. The County Mayor or the County Mayor's designee is further authorized to exercise any amendment and termination provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

To ensure compliance with the terms of the Agreements, they will be monitored by Major Gina Beato-Dominguez, of MDPD's Kendall District Station, and Major Jose A. Fernandez, of MDPD's Midwest District Station.

Background

Leon Medical and the respective property owners desire to allow the MDPD to use portions of the Emergency Facilities to store emergency and disaster-related equipment and to operate an emergency command center prior to and during an Emergency affecting the County. To show an appreciation of and support for the efforts of the MDPD in protecting the community during emergencies, Leon Medical and the respective owners agree to permit the MDPD to use the Emergency Facilities without cost. Moreover, Leon Medical and the respective owners acknowledge the benefit(s) of having a police presence at the Emergency Facilities during an Emergency.

These Agreements shall become effective upon signature by all parties, and shall remain in effect, unless terminated, until December 31, 2024. Additionally, in the event the ownership of the Emergency Facilities are transferred to any entity/individual other than Leon Medical, these Agreements shall automatically terminate.

A handwritten signature in blue ink, appearing to read 'M. Kemp', is written above a horizontal line.

Maurice L. Kemp
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 19, 2020

FROM: 
Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
11-19-20

RESOLUTION NO. R-1193-20

RESOLUTION APPROVING THE TERMS OF THE EMERGENCY FACILITY AGREEMENTS BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND LEON MEDICAL CENTERS, LLC AND THE RESPECTIVE PROPERTY OWNERS, LFH 12515, LLC AND LFH 7905, LLC, FOR USE OF DESIGNATED PORTIONS OF THE FACILITIES LOCATED AT 12515 SW 88TH STREET, MIAMI, FLORIDA AND 7950 NW 2ND STREET, MIAMI, FLORIDA 33126, TO STORE EMERGENCY OR DISASTER-RELATED EQUIPMENT AND TO OPERATE A COMMAND CENTER DURING MAJOR EVENTS SUCH AS NATURAL DISASTERS OR CATASTROPHIC INCIDENTS AFFECTING THE COUNTY UNTIL DECEMBER 31, 2024, AND AT NO COST TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE EMERGENCY FACILITY AGREEMENTS AND EXERCISE ANY AMENDMENT 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,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of the Emergency Facility Agreements between Miami-Dade County, through the Miami-Dade Police Department, and Leon Medical Centers and the respective property owners, LFH 12515, LLC and LFH 7950, LLC, in substantially the form attached hereto, for use of designated portions of the facilities located at 12515 SW 88th Street, Miami, Florida 33186 and 7950 NW 2nd Street, Miami, Florida 33126, to store emergency or disaster-related equipment and to operate a command center during major events such as natural disasters or catastrophic incidents affecting the County until December 31, 2024, at no cost to the County; and authorizes the County Mayor

or the County Mayor's designee to execute the Emergency Facility Agreements and exercise amendment and termination provisions contained therein, as may be necessary on behalf of Miami-Dade County.

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

	Rebeca Sosa, Vice Chairwoman	aye	
Jose "Pepe" Diaz	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Eileen Higgins	aye
Joe A. Martinez	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Sen. Javier D. Souto	aye	District 8 - Vacant	vacant

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

EMERGENCY FACILITY AGREEMENT

BETWEEN MIAMI-DADE COUNTY,

LEON MEDICAL CENTERS, LLC AND LFH 7950, LLC

This Emergency Facility Agreement ("Agreement") is made by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), through the Miami-Dade Police Department ("MDPD"), Leon Medical Centers, a Florida limited liability company ("Leon Medical") and LFH 7950, a Florida limited liability company ("Owner"), collectively hereinafter referred to as the "Parties".

WHEREAS, Owner is the owner of a building having a street address of 7950 NW 2nd Street, Miami, FL 33126, currently leased by Leon Medical as a healthcare services facility (hereinafter referred to as the "Service Building"); and

WHEREAS, in the event of a major natural disaster or catastrophic incident affecting the County ("Emergency"), the MDPD desires to use portions of the Service Building ("Emergency Facility") to store emergency and disaster-related equipment and/or to operate an emergency command center prior to and during the Emergency; and

WHEREAS, Owner desires to permit the MDPD to use the Emergency Facility without cost as described in this Agreement, as a demonstration of Owner's appreciation of and support for the efforts of the MDPD in protecting the community during emergencies, and in consideration of the benefits to the Owner of having a police presence on the premises during an Emergency.

NOW, THEREFORE, BE IT KNOWN that the Parties, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

- I. **Use by the MDPD:** Owner will allow the MDPD to use the Emergency Facility, at no charge to the County and the MDPD, to store emergency or disaster-related equipment and/or to operate a command center during an Emergency, as early as 48 hours before a known

Emergency. When an Emergency occurs, the MDPD may continue to use the Emergency Facility without unreasonable interference to the use of the Service Building by either Leon Medical or Owner, its businesses or own emergency preparations. The MDPD may store its equipment until conditions allow for their safe removal. Generally, the Parties expect that Emergency conditions would not exceed a one-week period, but the totality of the circumstances at the time would dictate when the Emergency has ended and conditions are safe for removal of the equipment. Notwithstanding, under no circumstances will the MDPD's use extend beyond thirty (30) days from the date of the commencement of such use. While the MDPD uses the Emergency Facility as described in this paragraph, MDPD employees will be assigned to staff the Emergency Facility and safeguard the stored equipment, and/or monitor the command center, providing a police presence at the Service Building.

II. Use by Leon Medical and Owner: During any such Emergency, Leon Medical and/or Owner will retain the right to use the Emergency Facility and the rest of the Service Building for its own business purposes, including the storage of equipment and other goods. However, during an Emergency, Leon Medical and/or Owner will restrict access to the Emergency Facility to the MDPD and its personnel, and to Leon Medical and/or Owner and their employees, agents, contractors and business invitees only. During an Emergency, access to portions of the Service Building other than the Emergency Facility shall be under the sole control of Leon Medical and/or Owner.

III. Electricity: The Service Building is equipped with an emergency electrical generator, and Owner agrees to use commercially reasonable efforts to provide electrical power to the Emergency Facility at Owner's expense during the MDPD's emergency use of the Emergency Facility as described herein, subject to the availability of fuel to operate the emergency generator.

IV. Liability and Expenses: Leon Medical and/or Owner will not charge the County for its use of the Emergency Facility as described herein or for providing electricity during any

Emergency event; otherwise, each party shall be responsible for its own costs and expenses incurred during any Emergency event. Except as stated herein, each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement. Neither Leon Medical and/or Owner, nor the MDPD shall be required to maintain any insurance for the benefit of the other Parties, nor shall any party be responsible to defend or indemnify another party against any claims by or liability to any third party.

- V. Building Condition:** The County understands and agrees that the MDPD's use of the Emergency Facility under this agreement shall be at the County's sole risk, and Leon Medical and/or Owner have made no representation or warranty that the Service Building is safe or suitable for the uses proposed by the MDPD or that the Service Building will withstand any major natural disaster or catastrophic incident, including a hurricane of any strength category. The MDPD has physically inspected the Service Building and has sufficient access to the County building records concerning its construction, and the County and the MDPD are satisfied with and accept the physical condition of the Emergency Facility and the rest of the Service Building on an "AS-IS" basis with all defects, latent or patent. MDPD shall return the Emergency Facility in substantially the same condition as found at the commencement of its use. The County shall bear responsibility for any damages that MDPD causes to the Emergency Facility, the Service Building or Leon Medical's and/or Owner's business(es) during its use. In no event, however, shall the County bear responsibility for any damages to the Emergency Facility, the Service Building, or Leon Medical's and/or Owner's business(es) that occur during MDPD's use but that were not caused by MDPD, including but not limited to any damages caused by the natural disaster or catastrophic incident itself.

VI. Compliance with Laws: Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and county governments.

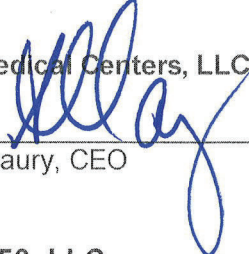
VII. Subordination: This Agreement is subordinate in all its respect to any mortgage(s) encumbering the Service Building at any time or from time to time. This Agreement is not a lease, does not create any interest or estate in real property, and does not create any lien on the Emergency Facility or any other portion of the Service Building. Neither this Agreement nor any memorandum or copy hereof shall be recorded in Miami-Dade County.

VIII. Modification; Assignment; Termination: Any modification to this Agreement must be made in writing and shall not be effective unless signed by the Parties. The Parties may not assign this Agreement. This Agreement shall automatically terminate if the ownership of the Service Building is transferred to any person/entity other than Leon Medical. The Parties may terminate this Agreement by giving sixty (60) days written notice of such termination to the other party; if not so terminated, this Agreement shall continue in force until December 31, 2024.

IX. Execution: This Agreement may be executed in one or more counterparts, and shall become effective when all the Parties have executed and delivered to the other at least one such counterpart.

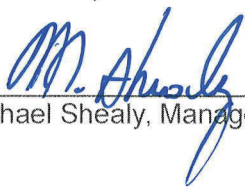
IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written below.

Leon Medical Centers, LLC



Albert Maury, CEO

LFH 7950, LLC



Michael Shealy, Manager

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 20____, before me personal came _____
Of the _____, to me known, and known to me to be the person described in, and who
executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the
purposes therein mentioned.

NOTARY PUBLIC

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor

Date

Alfredo Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Anita Viciano, Esq.
Assistant County Attorney
Miami-Dade County, Florida

Date

EMERGENCY FACILITY AGREEMENT
BETWEEN MIAMI-DADE COUNTY,
LEON MEDICAL CENTERS, LLC AND LFH 12515, LLC

This Emergency Facility Agreement ("Agreement") is made by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), through the Miami-Dade Police Department ("MDPD"), Leon Medical Centers, a Florida limited liability company ("Leon Medical") and LFH 12515, a Florida limited liability company ("Owner"), collectively hereinafter referred to as the "Parties".

WHEREAS, Owner is the owner of a building having a street address of 12515 SW 88th Street, Miami, FL 33186, currently leased by Leon Medical as a healthcare services facility (hereinafter referred to as the "Service Building"); and

WHEREAS, in the event of a major natural disaster or catastrophic incident affecting the County ("Emergency"), the MDPD desires to use portions of the Service Building ("Emergency Facility") to store emergency and disaster-related equipment and/or to operate an emergency command center prior to and during the Emergency; and

WHEREAS, Owner desires to permit the MDPD to use the Emergency Facility without cost as described in this Agreement, as a demonstration of Owner's appreciation of and support for the efforts of the MDPD in protecting the community during emergencies, and in consideration of the benefits to the Owner of having a police presence on the premises during an Emergency.

NOW, THEREFORE, BE IT KNOWN that the Parties, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

- I. **Use by the MDPD:** Owner will allow the MDPD to use the Emergency Facility, at no charge to the County and the MDPD, to store emergency or disaster-related equipment and/or to operate a command center during an Emergency, as early as 48 hours before a known

Emergency. When an Emergency occurs, the MDPD may continue to use the Emergency Facility without unreasonable interference to the use of the Service Building by either Leon Medical or Owner, its businesses or own emergency preparations. The MDPD may store its equipment until conditions allow for their safe removal. Generally, the Parties expect that Emergency conditions would not exceed a one-week period, but the totality of the circumstances at the time would dictate when the Emergency has ended and conditions are safe for removal of the equipment. Notwithstanding, under no circumstances will the MDPD's use extend beyond thirty (30) days from the date of the commencement of such use. While the MDPD uses the Emergency Facility as described in this paragraph, MDPD employees will be assigned to staff the Emergency Facility and safeguard the stored equipment, and/or monitor the command center, providing a police presence at the Service Building.

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III. Electricity: The Service Building is equipped with an emergency electrical generator, and Owner agrees to use commercially reasonable efforts to provide electrical power to the Emergency Facility at Owner's expense during the MDPD's emergency use of the Emergency Facility as described herein, subject to the availability of fuel to operate the emergency generator.

IV. Liability and Expenses: Leon Medical and/or Owner will not charge the County for its use of the Emergency Facility as described herein or for providing electricity during any

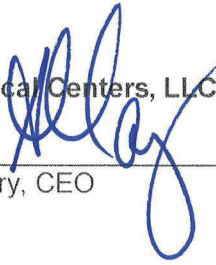
Emergency event; otherwise, each party shall be responsible for its own costs and expenses incurred during any Emergency event. Except as stated herein, each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement. Neither Leon Medical and/or Owner, nor the MDPD shall be required to maintain any insurance for the benefit of the other Parties, nor shall any party be responsible to defend or indemnify the another party against any claims by or liability to any third party.

- V. Building Condition:** The County understands and agrees that the MDPD's use of the Emergency Facility under this agreement shall be at the County's sole risk, and Leon Medical and/or Owner have made no representation or warranty that the Service Building is safe or suitable for the uses proposed by the MDPD or that the Service Building will withstand any major natural disaster or catastrophic incident, including a hurricane of any strength category. The MDPD has physically inspected the Service Building and has sufficient access to the County building records concerning its construction, and the County and the MDPD are satisfied with and accept the physical condition of the Emergency Facility and the rest of the Service Building on an "AS-IS" basis with all defects, latent or patent. MDPD shall return the Emergency Facility in substantially the same condition as found at the commencement of its use. The County shall bear responsibility for any damages that MDPD causes to the Emergency Facility, the Service Building or Leon Medical's and/or Owner's business(es) during its use. In no event, however, shall the County bear responsibility for any damages to the Emergency Facility, the Service Building, or Leon Medical's and/or Owner's business(es) that occur during MDPD's use but that were not caused by MDPD, including but not limited to any damages caused by the natural disaster or catastrophic incident itself.

- VI. Compliance with Laws:** Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and county governments.
- VII. Subordination:** This Agreement is subordinate in all its respect to any mortgage(s) encumbering the Service Building at any time or from time to time. This Agreement is not a lease, does not create any interest or estate in real property, and does not create any lien on the Emergency Facility or any other portion of the Service Building. Neither this Agreement nor any memorandum or copy hereof shall be recorded in Miami-Dade County.
- VIII. Modification; Assignment; Termination:** Any modification to this Agreement must be made in writing and shall not be effective unless signed by the Parties. The Parties may not assign this Agreement. This Agreement shall automatically terminate if the ownership of the Service Building is transferred to any person/entity other than Leon Medical. The Parties may terminate this Agreement by giving sixty (60) days written notice of such termination to the other party; if not so terminated, this Agreement shall continue in force until December 31, 2024.
- IX. Execution:** This Agreement may be executed in one or more counterparts, and shall become effective when all the Parties have executed and delivered to the other at least one such counterpart.

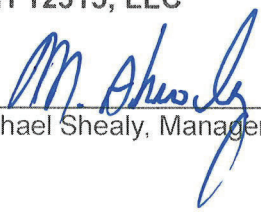
IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their respective and duly authorized officers on the day and year written below.

Leon Medical Centers, LLC



Albert Maury, CEO

LFH 12515, LLC



Michael Shealy, Manager

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 20____, before me personal came _____
Of the _____, to me known, and known to me to be the person described in, and who
executed the foregoing agreement, and acknowledge to me that he executed the foregoing as such for the
purposes therein mentioned.

NOTARY PUBLIC

MIAMI-DADE COUNTY

Carlos A. Gimenez, Mayor

Date

Alfredo Ramirez III, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvlin, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano, Esq.
Assistant County Attorney
Miami-Dade County, Florida

Date