

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving extension of the term of the existing lease agreement with Downtown Doral Holdings, Inc. for the location currently utilized as the Doral Branch Library, located at 8551 NW 53 Street, A-107/A-108, Doral, Florida 33166, until the earlier of May 31, 2025, or the issuance of the County's temporary certificate of occupancy for construction of the new Doral Branch Library; and authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-369-22

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: April 19, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving Extension of the Term of the Existing Lease Agreement with Downtown Doral Holdings, Inc. for the Location Currently Utilized as the Doral Branch Library until the Completion of the New Doral Branch Library Construction

Recommendation

It is recommended that the Board of County Commissioners (Board) approve extension of the term of the existing lease agreement with Downtown Doral Holdings, Inc. (Landlord) for the location currently utilized as the Doral Branch Library, located at 8551 NW 53 St., A-107/A-108, Doral Florida, 33166, until the earlier of May 31, 2025, or the issuance of the County’s Temporary Certificate of Occupancy for the construction of the new Doral Branch Library, and authorize the County Mayor or County Mayor’s Designee to execute the Extension to Renewal Lease Agreement (Attachment 1).

Scope

The Doral Branch Library is located in County Commission District 12, which is represented by Chairman Jose “Pepe” Diaz.

Fiscal Impact/Funding Source

The lease extension term would begin on June 1, 2022, and would expire on the earlier of May 31, 2025, or upon the issuance of the County’s Temporary Certificate of Occupancy for its new Doral Branch Library that is currently being constructed. The total cost for the first year of the initial lease term is \$193,030.22, based on a rental rate of \$54.64 per square foot. The total cost for the full three-year extension is \$596,637.12, if the full term is utilized. Library District revenues are the funding source for the Lease Agreement.

Track Record/Monitor

There are no known issues with the Landlord. The Lease Agreement will be managed by Leo Gomez, Assistant Director, Miami-Dade Public Library System (MDPLS).

Delegation of Authority

The accompanying resolution authorizes the County Mayor or County Mayor’s designee to execute the Extension to Renewal Lease Agreement on behalf of Miami-Dade County and to exercise any rights conferred therein, including cancellation rights, termination rights, and extension rights.

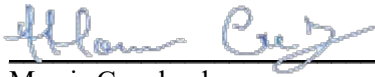
Background

Resolution No. R-507-19, approved by the Board in May 2019 provided for the initial lease of the current location of the Doral Branch Library. The lease provided for an initial term of two years, with an additional one-year renewal option, and expires on May 31, 2022. The recommendation to extend the renewal option of the lease will ensure that library services can continue in the Doral area while the new Doral Branch Library is under construction.

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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The design and construction of a new Doral Branch Library was approved as part of the “Building Better Communities: General Obligation Bond (BBC-GOB) Program in 2004. The new 20,000-square foot state-of-the-art library, when complete, will replace the existing leased location, furthering the County’s goals of transitioning out of leased spaces for our County library buildings. The County has purchased the land for the new library and awarded the contract for design build services for the design and construction of the new library, both previously approved by the Board via Resolution No. R-1013-20 and Resolution No. R-994-21, respectively.

Approval of this item is recommended to allow MDPLS to provide continuity of library services in the City of Doral throughout the design and construction of the new library, which is expected to be completed in late 2024 to early 2025.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 19, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(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. 9(A)(1)
4-19-22

RESOLUTION NO. _____ R-369-22

RESOLUTION APPROVING EXTENSION OF THE TERM OF THE EXISTING LEASE AGREEMENT WITH DOWNTOWN DORAL HOLDINGS, INC. FOR THE LOCATION CURRENTLY UTILIZED AS THE DORAL BRANCH LIBRARY, LOCATED AT 8551 NW 53 STREET, A-107/A-108, DORAL, FLORIDA 33166, UNTIL THE EARLIER OF MAY 31, 2025, OR THE ISSUANCE OF THE COUNTY'S TEMPORARY CERTIFICATE OF OCCUPANCY FOR CONSTRUCTION OF THE NEW DORAL BRANCH LIBRARY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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:

Section 1. The foregoing recital is incorporated into this resolution and is approved.

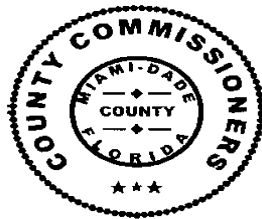
Section 2. This Board hereby approves the Extension to Renewal Lease Agreement of the existing lease agreement with Downtown Doral Holdings, Inc. for the location currently utilized as the Doral Branch Library, located at 8551 NW 53 St. Doral, A-107, FL 33166 until the earlier of May 31, 2025 or the issuance of the County's Temporary Certificate of Occupancy for construction of the new Doral Branch Library.

Section 3. The Board authorizes the County Mayor or County Mayor's designee to execute the Extension to Renewal Lease Agreement, exercise any and all rights conferred therein, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of April, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

EXTENSION TO RENEWAL AGREEMENT

THIS EXTENSION TO LEASE RENEWAL AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2022 (the "**Effective Date**"), by and between **DOWNTOWN DORAL RETAIL HOLDINGS, LLC**, a Delaware limited liability company (hereinafter referred to as the "**Landlord**") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "**Tenant**") (Landlord and Tenant may also be referred to collectively herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Landlord and Tenant are the current "Landlord" and "Tenant", respectively, under that certain Lease Agreement dated May 10, 2019, including all exhibits, schedules and attachments thereto, as amended by that certain Lease Renewal Agreement dated July 22, 2021 (collectively, the "**Lease**"), pursuant to which Tenant presently leases from Landlord the Premises located at 8551 N.W. 53rd Street, Suites A107 and A108, Doral, Florida 33166, as more particularly described in the Lease;

WHEREAS, the Lease provided for an initial term of two (2) years, with one (1) additional term of twelve (12) months (the "**Renewal Option**"), on the terms set forth in the Lease;

WHEREAS, Tenant has requested an extension to the Renewal Option from Landlord pending the issuance of a Temporary Certificate of Occupancy from the governing authorities having jurisdiction thereof for Tenant's new library branch in Downtown Doral, upon the same terms and conditions of the Lease as exists;

WHEREAS, the Renewal Term of the Lease shall expire on May 31, 2022;

WHEREAS, Tenant acknowledges and agrees that Tenant is not aware of any existing defaults by reason of any act or omission of the Landlord under the Lease and the Landlord has fulfilled all of its duties and obligations under the Lease; and

WHEREAS, Tenant and Landlord desire to amend the Lease to extend the Renewal Option, all according to the terms and conditions hereinafter described.

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

1. **Recitals**. The foregoing recitals are true and correct, and by this reference are incorporated herein.

2. **Capitalized Terms**. All capitalized terms used in this Agreement shall have the definitions ascribed to such terms in the Lease, unless defined or amended in this Agreement. The term "Lease", as used herein and in the Lease, shall be and hereby is amended to refer to the Lease, as amended hereby.

3. Incorporation by Reference. All defined terms in this Agreement shall have the same meaning as in the Lease, except as otherwise noted herein. Except as amended and modified by this Agreement, all of the terms, covenants, conditions and agreements of the Lease shall remain unmodified and in full force and effect and are incorporated by reference herein.

4. Interpretation. In the event of any conflict or ambiguity between the provisions of the Lease and the provisions of this Agreement, this Agreement shall control.

5. Extension of the Renewal Term. The Renewal Term of the Lease is hereby extended for a period commencing on June 1, 2022, and expiring on the earlier of: (i) the issuance of Tenant's Temporary Certificate of Occupancy from the governing authorities having jurisdiction thereof for its new library branch in Downtown Doral, or (ii) May 31, 2025 (the "**Extended Renewal Term**"). The Extended Renewal Term shall be upon the same terms and conditions of the Lease as exists, except as amended hereby.

6. By execution of this Agreement, Tenant accepts the Premises in its as-is condition as of the date of the execution of this Agreement, subject to Landlord's maintenance obligations defined in Sections 10 and 15 of the Lease.

7. Default of the Agreement. In the event Tenant to comply with any term outlined herein, Tenant shall be deemed to be in default under the Lease and Landlord may pursue any and all remedies and rights available to it pursuant to the Lease, state, and/or local laws, including but not limited to, eviction for nonpayment of rent.

8. Landlord's choice to enforce, not enforce or delay enforcement of the due date or amount of any payment due under this Agreement or the Lease shall not be considered a waiver under any circumstances.

9. This Agreement constitutes the complete understanding of the parties hereto and supersedes any and all prior agreements, promises, representations, or inducements, whether oral or written, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement by these parties shall be binding unless reduced to writing and signed by an authorized representative of each party.

10. In the event either Party initiates any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

11. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted the terms and provisions hereof.

12. This Agreement shall be of no effect unless and until executed and delivered by both Landlord and Tenant.

13. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

14. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

15. Descriptive headings contained herein are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

16. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. However, in making proof hereof, it shall be necessary to produce only one copy of this Agreement signed by the party to be charged. Signatures to this Agreement transmitted by telecopy (or scanned in .pdf format sent by e-mail transmission) shall be deemed an original signature for all purposes and shall be valid and effective to bind the party so signing.

17. This Agreement shall be considered a part of the Lease. In the event of any inconsistencies or ambiguities or contradictions between the Lease and this Agreement, the provisions of this Agreement shall control and prevail.

18. This Agreement may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

19. Except as expressly modified hereby, the Lease is not modified in any manner and remains in full force and effect, and the Lease, as modified hereby, is hereby ratified and confirmed in all respects.

20. Reservation of Rights and Remedies. Nothing contained in this Agreement waives, limits, prejudices or adversely affects any of Landlord's rights, remedies or powers under the Lease, by statute, at law or in equity, all of which rights, remedies and powers are expressly reserved, and all other terms and conditions of the Lease not in conflict with this Agreement shall remain in full force and effect.

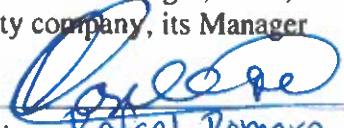
Signature page(s) follow(s)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first written above.

LANDLORD

DOWNTOWN DORAL RETAIL HOLDINGS, LLC, a Delaware limited liability company

By: Codina Manager, LLC, a Florida limited liability company, its Manager

By: 
Name: Rafael Romero
Title: Vice President

TENANT

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

By: _____
Name: _____
Title: _____