

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

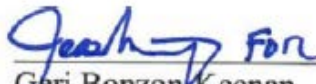
DATE: November 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing First Amendment to Lease Agreement with Girl Power Rocks, Inc, a Florida not-for-profit corporation, formerly known as World Literacy Crusade of Florida Inc., as tenant, and the County, as landlord, for County-owned property located at 430 NW 9 Street, Miami, Florida ("Property") to extend certain deadlines; authorizing the County Mayor to execute the Amendment, to exercise all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-984-24

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: November 6, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: First Amendment to Lease Agreement between Miami-Dade County and Girl Power Rocks, Inc., for County-owned Property Located at 430 NW 9 Street, Miami, Florida (Folio: 01-0103-030-1020)

Executive Summary

This agenda item seeks approval from the Board of County Commissioners (Board) of an Amendment to Lease Agreement (Amendment) between Miami-Dade County (County), and Girl Power Rocks, Inc., a 501(c)(3) Florida nonprofit corporation, formerly known as World Literacy Crusade of Florida, Inc., (Tenant), of the County-owned land located at 430 NW 9 Street, Miami, Florida (Property) to construct and develop Mama Hattie's House, as previously authorized by the Board by Resolution No. R-753-20. The purpose of the Amendment is to extend the Commencement Date of the Lease, as well as other deadlines that would be changed based upon the new Commencement Date, by no longer than a two-year period. Although the Lease became effective on August 1, 2020, the Lease was originally due to commence upon the date that the County completed its environmental clean-up of the Premises, and no later than May 30, 2023 (Lease Commence Date). However, due to delays with the environmental project, the County has not yet completed its clean-up. Therefore, the Amendment extends the commencement date of the lease to the earlier of (i) May 30, 2025, or (ii) the date upon which the County has completed its environmental clean-up. This allows the Tenant to proceed with construction of the facility to house the Tenant's administrative operations and to provide low cost and free social services, empowerment programs, as well as residential housing for at-risk girls and women.

Recommendation

It is recommended that the Board adopt the attached Resolution authorizing the execution of the Amendment that will extend the commencement date, as well as other deadlines set forth in the Lease. The Amendment is attached to the Resolution as Attachment 1.

Scope

The Premises is located in Commission District 3. In accordance with Resolution No. R-380-17, written notice of the Amendment was provided to the District Commissioner.

Delegation of Authority

This resolution authorizes the County Mayor or County Mayor's designee to execute the Amendment, and to exercise all other rights conferred therein. A copy of the Amendment will be provided to the Property Appraiser's Office within 30 days of its execution.

Fiscal Impact/Funding Source

The Amendment modifies the dates of the Lease and has no additional fiscal impact to the County. All other items found within the Lease referencing funding and fiscal impact will remain the same. The Tenant's annual rental rate shall remain at \$10.00 per year; and in exchange will provide additional support for its mission, goals objectives, and services providing low cost and free social services, empowerment programs, as well as residential housing for at-risk girls and women. In light of the proposed use of the property, the substantial capital expenditure of funds necessary to construct the project, and the hardship that rent would impose on the operations, a compelling reason exists to forego rent beyond a nominal amount.

The rental revenue to the County for each year of the initial term and the renewal terms is \$10.00, totaling \$70.00, for the initial term plus two (2) additional twenty (20) year renewal options periods. The estimated average market rent in the area for the Premises is approximately \$9.39 per square foot, and for reference purposes the estimated 2024 real estate property ad valorem taxes for a for profit entity occupying the building is estimated to be \$24,039.84. In lieu of paying market rent, the Tenant will utilize the funds to support its mission, goals, objectives, and provides services to the community. It is recommended that the County policy set forth in Resolution No. R-256-13 requiring payment of rent in lieu of taxes be waived since the Tenant provides substantial services to the community in the form low cost and free social services, empowerment programs, as well as residential housing for at-risk girls and women.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. Yeanli Velez of, the Internal Services Department, (ISD) is the Lease Monitor.

Background

On July 21, 2020, the Board approved Resolution No. R-753-20 for the Property to be leased to Tenant for community interest and welfare purposes pursuant to Section 125.38, Florida Statutes. The Lease requires the Tenant to use and occupy the property to construct a building that will serve at-risk girls and women, by providing administrative support space, as well as providing low-cost or free empowerment programs, economic empowerment, and development programs, as well as residential housing. The Effective Date of the Lease was August 1, 2020.

Since the Property was contaminated, prior to commencement of the Lease, the County was to remove the contamination and install sheet pile walls 12 feet below grade level. In September 2021, the Regulatory and Economic Resources' Department of Environmental Resources Management (DERM) applied for the appropriate permits with the City of Miami (City) to commence the work. The City executed the permits nine months later, and work commenced on November 2022, via DERM's contractors. However, the project was shut down on the same day of commencement due to complaints from tenants in the adjacent building. In December 2022, new plans and permits were submitted to the City, and in May 2023 the City provided comments which further delayed the project for an additional five months. At the Tenant's request, DERM provided a letter outlining the delay in the project by highlighting that there are pending required remediation activities to address the contamination and a permit application is under review by the City of Miami.

The Tenant requested a two-year extension of all deadlines in the Lease to properly commence construction on the Premises and obtain approval for permits, zoning applications, and funding.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM (Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 6, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(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 ____, majority plus one ____, 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) ____, 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(F)(1)
11-6-24

RESOLUTION NO. R-984-24

RESOLUTION AUTHORIZING FIRST AMENDMENT TO LEASE AGREEMENT WITH GIRL POWER ROCKS, INC, A FLORIDA NOT-FOR-PROFIT CORPORATION, FORMERLY KNOWN AS WORLD LITERACY CRUSADE OF FLORIDA INC., AS TENANT, AND THE COUNTY, AS LANDLORD, FOR COUNTY-OWNED PROPERTY LOCATED AT 430 NW 9 STREET, MIAMI, FLORIDA (“PROPERTY”) TO EXTEND CERTAIN DEADLINES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE AMENDMENT, TO EXERCISE 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 Mayor’s memorandum, a copy of which is incorporated herein,

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

Section 1. This Board incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. This Board hereby approves the terms of, and authorizes the execution by the County Mayor or County Mayor’s designee of, the First Amendment to Lease Agreement (“Amendment”) between Girl Power Rocks, Inc., a Florida not-for-profit corporation, formerly known as World Literacy Crusade of Florida, Inc. and Miami-Dade County, for the property located at 430 NW 9th Street, Miami, Florida and identified by Folio No. 01-0103-030-1020, in substantially the form attached hereto as Exhibit 1, and further authorizes the County Mayor or County Mayor’s designee to exercise all rights conferred in the Amendment and to take all actions necessary to effectuate same.

Section 3. This Board directs the County Mayor or County Mayor's designee to provide the Property Appraiser's Office with a copy of the executed First Amendment to Lease Agreement within 30 days of its execution.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of November, 2024. 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

JUAN FERNANDEZ BARQUIN, CLERK
OF COURT AND COMPTROLLER

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

MRP

Monica Rizo Perez

Exhibit 1

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is entered into and made on this ____ day of _____, 2024 by and between Miami-Dade County, a political subdivision of the State of Florida (the "**Landlord**"), and Girl Power Rocks, Inc. (previously known as World Literacy Crusade of Florida, Inc.), a Florida not-for-profit-corporation (the "**Tenant**"). The Landlord and the Tenant are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Landlord is the owner of certain real property located at 430 N.W. 9 Street, Miami, Florida 33128 (Folio No.: 01-0103-030-1020), consisting of approximately 30,000 square feet of vacant land (the "**Premises**"); and

WHEREAS, the Landlord, through its Board of County Commissioners, by Resolution, R-753-20, approved a Lease Agreement, dated January 5, 2022, which, once it commences, will lease the Premises to the Tenant, for the construction of a building that will serve at-risk girls and women, by providing administrative support space, as well as providing low-cost or free empowerment programs, economic empowerment and development programs, among other social services, as well as residential housing ("**Lease Agreement**"); and

WHEREAS, the Lease Agreement was scheduled to commence on May 30, 2023, as it was anticipated that the necessary completion of the environmental clean-up of the Premises by the Landlord would have occurred by such date; and

WHEREAS, the environmental cleanup has not been completed to-date, and is now expected to be completed by November 22, 2024, due to delays of permit approval and other issues; and

WHEREAS, the Landlord is desirous of amending the Lease Agreement to extend the previously scheduled Commencement Date, as well as other dates in the Lease Agreement, to allow for the completion of the environmental clean-up to occur, before the Premises is leased to the Tenant.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is acknowledged by the Tenant and the Landlord, the Parties agree to the following:

AGREEMENT

ARTICLE 1 **INCORPORATION OF RECITALS**

The Parties hereby acknowledge and agree that the foregoing recitals are true and correct, and are incorporated into this Amendment by this reference.

ARTICLE 2
EFFECTIVE DATE OF THIS AMENDMENT

- 1.) This Amendment shall become effective on the first (1st) day of the month after its approval by the Board of County Commissioners, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; if vetoed by the Mayor, this Amendment shall only become effective upon a two-thirds (2/3) vote of the Board of County Commissioners overriding the Mayor's veto ("**Amendment Effective Date**").

ARTICLE 3
MODIFICATION OF DATES IN THE LEASE AGREEMENT

- 1.) The Parties hereby agree to delete Paragraph 4.2 of the Lease Agreement, and to replace it with the following:

4.2 Lease Commencement Date. The Lease Commencement Date shall be the date that the Landlord has completed its environmental clean-up of the Premises, as evidence by a written letter from the Landlord to the Tenant that Landlord has completed its environmental work on the Premises. The Parties further acknowledge and agree that the Lease Commencement Date shall be no later than May 30, 2025. Should the Tenant fail to take occupancy of the Premises within five (5) business days of the Lease Commencement Date, this Lease Agreement shall automatically terminate without the need for further notice or action by either party.

- 2.) The Parties agree to amend Paragraphs 2.9 and 4.12 of the Lease Agreement, to change the Outside Completion Date from December 31, 2026, to December 31, 2028.
- 3.) The Parties agree to amend the third sentence in Paragraph 6.2 of the Lease Agreement, to provide as follows:

Tenant shall ensure that Commence of Construction for the Project occurs on or before January 1, 2026 (thereby allowing for Completion of Construction by December 31, 2028).

4.) The Parties agree to amend other dates in the Lease Agreement as follows:

- a. In paragraph 6.2 C(ii) July 31, 2023, to July 31, 2025
- b. In paragraph 6.2E(ii) from January 1, 2024, to January 1, 2026
- c. In paragraph 6.5 from January 1, 2024, to January 1, 2026

5.) Any and all deadlines not specifically mentioned herein shall be extended by two (2) years from the date reflected in the Lease Agreement.

6.) The County Mayor or Mayor's designee may, on behalf of the Landlord, approve and execute any other amendments to extend the deadlines set forth in the Lease Agreement by a time period not to exceed one (1) additional year beyond the deadlines set forth in the Lease Agreement, as amended by this Amendment.

ARTICLE 4
MODIFICATION OF OTHER OBLIGATIONS IN THE LEASE AGREEMENT

1.) All other provisions of the Lease Agreement are and shall remain the same.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Amendment to be executed in its name by the Mayor of Miami-Dade County, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Amendment to be executed by its duly authorized representative all on the day and year first hereinabove written.

Approved as to form and
legal sufficiency

By: _____
Assistant County Attorney

ATTEST:

**JUAN FERNANDEZ BARQUIN,
CLERK OF COURT AND
COMPTROLLER**

By: _____
Deputy Clerk

LANDLORD:

**Miami-Dade County,
a political Subdivision of the State of
Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

Girl Power Rocks, Inc.

By:  _____
Name: Thema Campbell
Title: Founder/CEO

Date: October 3, 2024