

# Memorandum



**Date:** January 10, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Retroactive Lease Agreement with the City of Hialeah  
At the Hialeah Neighborhood Service Center  
Located at 300 East First Avenue, Room 106, Hialeah  
Property # 3118-00-01

Agenda Item No.8(F)(1)(A)

## **RECOMMENDATION**

It is recommended that the Board approve the attached resolution authorizing execution of a Retroactive Lease Agreement at the Hialeah Neighborhood Service Center at 300 East First Avenue, Room 106 with the City of Hialeah for premises utilized by the Department of Human Services, Office of Community Services. This lease is retroactive due to delays in getting the final documentation from the City of Hialeah. The Retroactive Lease Agreement has been prepared by the General Services Administration at the request of the Department of Human Services.

**PROPERTY:** Hialeah Neighborhood Service Center, 300 East First Avenue, Room 106, Hialeah

**USE:** 571 square feet of air-conditioned office space.

**COMMISSION DISTRICT:** 6

**IMPACTED DISTRICTS:** Countywide

**OWNER:** City of Hialeah

**OWNER TRACK RECORD:** The County has no record of negative performance issues with the City of Hialeah.

**JUSTIFICATION:** The Department of Human Services, Office of Community Services desires to continue occupying this space to maintain its community outreach services consisting of intake, screening, referral, counseling and follow-ups. The program has been at this location since 1984.

**LEASE TERM:** One year with two successive one-year renewal option periods.

**RENTAL RATE:** The annual rent for the first lease year is \$5,710.00 or \$10.00 per square foot. The annual rental rate for the successive two one-year renewal option periods will increase by five percent each year.

**LEASE CONDITIONS:** Full service lease. The City of Hialeah will provide utilities, air conditioning service, maintenance, janitorial, custodial and exterminating services.

EFFECTIVE DATES: Commenced October 1, 2007 and terminates September 30, 2008.

FINANCIAL IMPACT: The total financial impact for the first lease year is estimated to be \$5,938.40; consisting of the following breakdown:

	<u>Total Dollars</u>	<u>PSF</u>
Annual Rent	\$5,710.00	\$10.00
GSA Lease Mgt. Fee (4%):	\$ 228.40	
First Year Total Cost	<b>\$5,938.40</b>	

CANCELLATION PROVISION: The City of Hialeah shall have the right to deny any renewal request by providing written notice within ten days of receipt of the County's notice to exercise its option to renew.

FUNDING SOURCE: General Funds. This item has been budgeted by the Department of Human Services.

CURRENT LEASE: The current Lease Agreement was approved by the Board on October 19, 2004 by Resolution No. R-1223-04. It commenced on October 1, 2004 for one year with two additional one-year renewal option periods.

OTHER PROPERTIES EVALUATED:

- (1) 4445 West 16 Avenue, Hialeah - \$17.00 PSF annually plus operating expenses for a full service lease.
- (2) 900 West 49 Street, Hialeah - \$15.00 PSF annually plus operating expenses for a full service lease.
- (3) 1790 West 49 Street, Hialeah - \$19.00 PSF annually plus operating expenses for a full service lease.

MONITOR: Margaret Araujo, Real Estate Officer

  
\_\_\_\_\_  
Director  
General Services Administration



# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

DATE: January 10, 2008

FROM:   
R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(A)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)(A)  
01-10-08

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A RETROACTIVE LEASE AGREEMENT AT HIALEAH NEIGHBORHOOD SERVICE CENTER, 300 EAST FIRST AVENUE, ROOM 106, HIALEAH WITH THE CITY OF HIALEAH, FOR PREMISES TO BE UTILIZED BY THE DEPARTMENT OF HUMAN SERVICES FOR ITS OFFICE OF COMMUNITY SERVICES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 hereby approves the Retroactive Lease Agreement between Miami-Dade County and the City of Hialeah, for premises to be utilized by the Department of Human Services for its Office of Community Services, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of January, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. MR

Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF HIALEAH, a municipal corporation incorporated under the laws of the State of Florida, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, Department of Human Services, , hereinafter called "TENANT,"

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

### WITNESSETH:

That LANDLORD, for and in consideration of the agreement and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to rent from the LANDLORD, the premises in Hialeah, of Dade County, Florida described as follows:

Room 106 @ 571 Square Feet of the premises located at the Hialeah Neighborhood Service Center, which is described as Lots 13, 14, and 15, Block 9, Town of Hialeah as recorded in Plat Book 5, Page 77  
Hialeah Neighborhood Service Center  
City of Hialeah  
300 East First Avenue  
Hialeah, FL 33010

TO HAVE AND TO HOLD unto the said TENANT for a term of one (1) year, commencing on October 1, 2007, and terminating on September 30, 2008 for an annual rental of Five Thousand Seven Hundred Ten dollars and no/100 (\$5,710.00) dollars, payable in monthly installments of Four Hundred Seventy Five and 83/100 (\$475.83) dollars, payable in arrears on the first day of each month for the preceding month. The rental shall be paid to the Landlord at:

City of Hialeah  
Attn: Mr. Michael Flores, Purchasing Director  
501 Palm Avenue  
Hialeah, FL 33010

**ARTICLE I**  
**USE OF DEMISED PREMISES**

The area of the demised premises shall be used by TENANT for office space for the operation of center management, service coordination, case management, referral, follow-up emergency social services and voter registration.

**ARTICLE II**  
**CONDITION OF DEMISED PREMISES**

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement. Subject to the above, the TENANT hereby accepts the premises in the condition it is in at the beginning of this Lease Agreement.

**ARTICLE III**  
**UTILITIES**

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. TENANT will pay all telephone equipment installation, service, repair, and all other costs related thereto to the operation of telephone service, plus all call charges, including long distance calls.

**ARTICLE IV**  
**MAINTENANCE**

LANDLORD agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease, or of any extension or renewal thereof, the interior and exterior of the building to the extent that such is necessary as a result of normal wear and tear.

The TENANT shall be responsible for the following within the demised area:

Reasonable care of the Leased area.

**ARTICLE V**  
**ALTERATIONS BY TENANT**

The TENANT may not make any alterations, additions or improvements in or to the demised premises without the written consent of the LANDLORD. Any improvements agreed upon by the LANDLORD which when removed would cause damage to the demised premises may not be removed without the consent of the LANDLORD.

**ARTICLE VI**  
**DESTRUCTION OF DEMISED PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the TENANT, either party may cancel the Lease by the giving of written notice to the other; however, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practicable thereafter. In the event of cancellation, the TENANT shall be liable for rents only until the date of such fire, windstorm or other casualty. In the event of partial, which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the TENANT shall be deprived of use of occupancy. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

**ARTICLE VII**  
**DISABLED INDIVIDUALS**

The LANDLORD agrees that the demised premises now conform, or that, prior to Tenant's occupancy, the said premises shall at LANDLORD'S expense, be brought into conformance with, the requirements of Section 255.21, 553.01 et seq., and 244.211, Florida Statutes, and Chapter 13D-1, Florida Administrative Code,

*Wmg*



providing Standards for Special Facilities for the Physically Disabled, and any applicable implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.2 § 794 and the American with Disabilities Act as applicable.

**ARTICLE VIII**  
**NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the premises above described shall be at the risk of TENANT or the owner thereof. The LANDLORD shall not be liable to TENANT for any damages to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

**ARTICLE IX**  
**ASSIGNMENT**

Without the written consent of the LANDLORD first obtained in each case, the TENANT shall not sublet, transfer, mortgage, pledge or dispose of this Lease Agreement of the term thereof.

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises at any time within thirty (30) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations of additions which do not conform to this Agreement.

**ARTICLE XI**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

**ARTICLE XII**  
**SURRENDER OF DEMISED PREMISES**

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or any extension thereof, said demised premises in as good conditions as said demised premises were at the beginning of the term of this Lease, ordinary wear and tear, and damage by fire and windstorm or other acts of God excepted.

**ARTICLE XIII**  
**INDEMNIFICATION AND HOLD HARMLESS**

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

*Wong*

**ARTICLE XIV**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named

and expressed.

**ARTICLE XV**  
**OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease for two successive one (1) year renewal periods, with a 5% increase for the annual rent of each of the two successive renewal option period, under the same terms and conditions agreeable to the City of Hialeah in order that the expenses of properly maintaining the facility are adequately met, by giving the LANDLORD notice in writing at least thirty (30) days prior to the expiration of this Lease or any extension thereof. The LANDLORD shall have the right to deny the Renewal request for any reason, by providing TENANT notice in writing within ten (10) days of receipt of TENANT'S Notice of Exercise of Option to Renew.

**ARTICLE XVI**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Mayor, City of Hialeah 501 Palm Avenue – Hialeah, FL 33011, shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANT, and mailed: Hialeah Neighborhood Service Center, City of Hialeah, 300 East First Avenue, Hialeah, Florida 33010, shall constitute notice to the TENANT, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

**ARTICLE XVII**  
**ADDITIONAL PROVISIONS**

It is further understood and agreed by the respective parties hereto that this Lease is subject to the intent, purposes and conditions for which the Blanche Morton/City of Hialeah Neighborhood Service Center was constructed and approved by the United States Department of Housing and

Urban Development. To implement said intent, purposes and conditions, the TENANT will, to the maximum feasible, extent; (1) employ and train qualified residents of the Hialeah area and adjacent areas; (2) purchase supplies and services from business sources, including small and minority business, in the Hialeah area; (3) direct its services primarily to the residents of the Hialeah area; (4) work with the Hialeah citizen participation network to maximize the coordinated delivery of services to residents of the "Neighborhood Strategy Areas"; (5) work with Center Staff and other tenants in developing and establishing flexible office hours to meet the needs of residents, and the general policies, rules and procedures for operation of the Center; and (6) work with the City of Hialeah staff and other tenants in the development and establishment through the Center of an integrated social service delivery system for Hialeah.

**ARTICLE XVIII**  
**INSURANCE**

The TENANT shall maintain, during the term of this Agreement, public liability insurance on a comprehensive basis, including contingent liability in amounts not less than \$100,000.00 per person and \$300,000.00 per occurrence for bodily injury and \$25,000.00 per occurrence for property damage. The public liability insurance manuals are applicable to the operations of the TENANT under the terms of this Agreement. If the TENANT is a self-insured agency, the liability insurance required by this article may be provided by the self-insured entity. The TENANT shall file Certificate of Insurance prior to commencing any operations under this Agreement. The Certificate of Insurance may be issued by the appropriate representative of the TENANT'S insurance department. Certificates shall name the City of Hialeah, as an additional insured party. Said Certificates shall clearly indicate that the TENANT has obtained insurance in the type, amount and classifications required by this Article and any modifications to this insurance requirement as may be deemed necessary by the Mayor, Risk Management Division, and/or changes in State or County

regulations. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City.

**ARTICLE XIX**  
**NON-DISCRIMINATION**

The TENANT agrees that no person shall, on the basis of race, color, national origin, sex, age, disability or religion, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the TENANT in the performance of this Lease Agreement, and shall abide by the Federal and State laws regarding such discrimination. It is expressly understood that upon receipt of evidence of such discrimination, the City of Hialeah shall have the right to terminate this Agreement.

**ARTICLE XX**  
**WRITTEN AGREEMENT**

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by LANDLORD and TENANT, after prior authorization by the appropriate legislative bodies, if any.

**ARTICLE XXI**  
**COUNTERPART**

This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall be considered one and the same document.

IN WITNESS WHEREOF the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year first above written:

**LANDLORD:**

**CITY OF HIALEAH, FLORIDA**  
501 Palm Avenue  
P.O. Box 11-0040  
Hialeah, Florida 33011-0040

Authorized signature on behalf of the  
**CITY OF HIALEAH, FLORIDA**

*[Signature]* 8-27-07  
\_\_\_\_\_  
Mayor Julio Robaina Date

**ATTEST**

*[Signature]* 8-27-07  
\_\_\_\_\_  
Rafael E. Granado Date

APPROVED AS TO LEGAL  
SUFFICIENCY AND AS TO FORM

*[Signature]*  
\_\_\_\_\_  
William M. Grodnick Date  
City Attorney

APPROVED AS TO INSURANCE  
REQUIREMENTS

*[Signature]*  
\_\_\_\_\_  
Edward Demicco Date  
Risk Manager

**TENANT:**

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

Authorized signature on behalf of:

\_\_\_\_\_  
Mr. George M. Burgess Date  
COUNTY MANAGER

OFFICIAL SEAL

**ATTEST:**

\_\_\_\_\_  
Witness Date

BY: \_\_\_\_\_

DEPUTY CLERK