

MEMORANDUM

Agenda Item No. 8(F)(2)

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

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing First Amendment to Lease Agreement with Le Jardin Community Center, Inc., a Florida not-for-profit corporation, as Tenant, and the County as Landlord, for County-owned property located at the corner of S. Flagler Avenue and SW 7 Street, Homestead, Florida; to amend the use of the leased premises and authorize the Tenant to construct and operate a playground, parking lot, and host community events and to amend insurance language within the Lease Agreement providing more coverage to Landlord; authorizing the County Mayor to execute the Amendment, to exercise all rights conferred therein, and to take all actions necessary to effectuate same

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



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: June 4, 2024

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: First Amendment to Lease Agreement between Miami-Dade County and Le Jardin Community Center, Inc., for County-owned Property Located at the corner of S. Flagler Avenue and SW 7 Street, Homestead, Florida, Folio: 10-7813-000-0710

Executive Summary

This agenda item seeks Board of County Commissioners (Board) approval of an Amendment to Lease Agreement (Amendment) between Miami-Dade County (County) and Le Jardin Community Center, Inc. (Tenant), a Florida nonprofit corporation. This Agreement was previously approved by the Board on October 5, 2016, through Resolution No. R-906-16, and represents a County-owned parcel of vacant land located at the corner of S. Flagler Avenue and SW 7 Street, Homestead, Florida 33030 (Premises).

The Tenant currently provides education, cultural activities, childcare, parental wellness, and year-round Head Start and Early Head Start programming to local communities of need. This Amendment proposes a change to the allowed use of the Premises and modifies the insurance language to allow the Tenant to construct a community playground with ancillary parking to host community events.

Recommendation

It is recommended that the Board adopt the attached Resolution authorizing the execution of the Amendment that will allow the Tenant to construct a community playground with ancillary parking and to host community events thereon. The Amendment is attached to the Resolution as "Exhibit A."

Scope

The Premises is located in Commission District 9. 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 Premises' use and insurance language 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.

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

The Tenant entered into an agreement with the County on October 5, 2016 and has been in compliance with all items in the original lease. The Tenant seeks to amend the terms because on May 3, 2023, the County's Office of Management and Budget Grants Coordination Division, awarded them a grant which allows for the construction of a community playground on the premises.

The Tenant opened the first center in 1986 and has since grown to nine centers found within South Florida with approximately 400 employees. The Tenant offers services to local communities in need, including education, cultural activities, childcare, as well as year-round Head Start and Early Head Start programming, which aim to foster children's growth in a positive learning environment by providing early learning and development opportunities, promoting health and physical development, and supporting family well-being through various services and resources. Additionally, the Tenant offers a Prenatal Academy which is dedicated to promoting pregnancy wellness by offering expectant mothers, partners, and family members the necessary care and counseling to prepare for the arrival of their newborn, including access to comprehensive services, nutritional counseling, interactive workshops, and referrals for additional support services.

It is recommended that the Board adopt the attached Resolution authorizing the execution of the Amendment, which will enable the Tenant to construct a community playground with ancillary parking and host community events. The construction of this playground aligns with the County's mission for equity by providing local youth with a safe outdoor space for recreation. This initiative offers children in the community the opportunity for outdoor enjoyment close to home.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM
(Revised)

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

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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(F)(2)
6-4-24

RESOLUTION NO. _____

RESOLUTION AUTHORIZING FIRST AMENDMENT TO LEASE AGREEMENT WITH LE JARDIN COMMUNITY CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, AND THE COUNTY AS LANDLORD, FOR COUNTY-OWNED PROPERTY LOCATED AT THE CORNER OF S. FLAGLER AVENUE AND SW 7 STREET, HOMESTEAD, FLORIDA; TO AMEND THE USE OF THE LEASED PREMISES AND AUTHORIZE THE TENANT TO CONSTRUCT AND OPERATE A PLAYGROUND, PARKING LOT, AND HOST COMMUNITY EVENTS AND TO AMEND INSURANCE LANGUAGE WITHIN THE LEASE AGREEMENT PROVIDING MORE COVERAGE TO LANDLORD; 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, Le Jardin Community Center, Inc., entered into a Lease Agreement with Miami-Dade County approved by this Board's Resolution No. R-906-16, for real property located at the corner of S. Flagler Avenue and SW 7 Street, Homestead, Florida 33030 (Folio No. 10-7813-000-0710), consisting of approximately 2.5 acres of vacant land (the "Premises"); and

WHEREAS, the Board approved the Lease Agreement for an initial term of five years, with two options to renew for five years each, at an annual rate of \$2,004.04 for each year in the first five year term, with a 10 percent increase for each subsequent term that is exercised; and

WHEREAS, the Tenant utilizes the Premises for recreational purposes, including physical fitness and wellness activities for children and families in need which utilize its public services; and

WHEREAS, the Tenant, on May 3, 2023, was awarded a grant in the amount of \$100,000.00 from the Office of Management and Budget, Grants Coordination division of Miami-Dade County to construct a community playground on the Premises and host community events thereon; and

WHEREAS, the Tenant requested the Lease Agreement be amended to authorize its construction of a community playground and parking lot, and its hosting of community events thereon, and add insurance coverage for the new proposed uses of the Premises; and

WHEREAS, The Tenant is in the seventh year of the Lease Agreement and has been using the Premises consistently with the Lease Agreement and has shown no negative performance with the Landlord; and

WHEREAS, the Landlord is desirous of amending the existing Lease Agreement to allow the Tenant to move forward with the construction of the community playground and parking lot and hosting community events; and

WHEREAS, the proposed First Amendment to Lease Agreement was executed on December 27, 2023 by the Tenant and attached hereto as Exhibit A; and

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 recitals, the exhibit to the resolution, and the accompanying County Mayor's memorandum 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 between Le Jardin Community Center, Inc., a Florida not-for-profit corporation, and County, for the property located at the corner of S. Flagler Avenue and SW 7 Street, Homestead, Florida 33030 and identified by Folio No. 10-7813-000-0710, in substantially the form attached hereto, and further authorizes the County Mayor or County Mayor's designee to exercise all rights conferred in the Lease, as amended, and to take all actions necessary to effectuate same.

Section 3. This Board further 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 execution.

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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Andrea Gonzalez Mateo



Exhibit A

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“Amendment”) is entered into and made on this ____ day of _____, 202_ by and between Miami-Dade County, a political subdivision of the State of Florida (the “**Landlord**”), and Le Jardin Community Center, 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 the corner of S. Flagler and S.W. 7 Street, Homestead, Florida 33030 (Folio No.: 10-7813-000-0710), consisting of approximately 2.5 acres of vacant land (the “**Premises**”); and

WHEREAS, the Landlord, through its Board of County Commissioners, by Resolution, R-906-16 dated October 5, 2016, approved a Lease Agreement executed by the parties and dated November 1, 2016 (“**Lease Agreement**”), , for the Tenant to utilize the Premises for recreational purposes, including physical fitness and wellness activities for children and families affiliated, with or clients of, the Tenant; and

WHEREAS, The Tenant is in the seventh (7th) year of the Lease Agreement and has been using the Premises consistently, and has shown no negative performance with the Lease Agreement; and

WHEREAS, the Tenant was a awarded a grant in the amount of One Hundred Thousand (\$100,000) Dollars from the Landlord’s Office of Management and Budget, Grants Coordination division to construct a community playground on the Premises, for the use and benefit of the entire surrounding community (the “**Grant**”); and

WHEREAS, the Landlord is desirous of amending the Lease Agreement to allow the Tenant to construct on the Premises a community playground and ancillary parking for the use and benefit of the entire surrounding community, which be monitored and maintained by 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

- 1.) 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

COMMENCEMENT 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 the Miami-Dade County; if vetoed by the Mayor, shall only become effective upon a two-thirds (2/3) vote of the Board of County Commissioners overriding the Mayor's veto ("Effective Date")

ARTICLE 2
DEFINED TERMS IN THIS AMENDMENT

- 1.) The Parties acknowledge and agree that any terms not defined in this Amendment shall have the meaning(s) ascribed to them in the Lease Agreement.

ARTICLE 3
MODIFICATION OF DATES IN THE LEASE AGREEMENT

- 1.) The Parties hereby agree to amend, Article 5: Permitted Use of the Premises, within the Lease Agreement, to allow the Tenant to construct a community playground and parking lot as illustrated in "Exhibit A", which is attached hereto and incorporated herein by reference, which community playground shall be for the benefit of the community surrounding the location of the Premises. The following language shall be added to Section 5:01:

Additionally, Tenant shall be allowed to construct upon the Premises a community playground and an ancillary parking lot, consistent with the illustration in "Exhibit A" within one (1) year from February 1, 2024, and host community events thereon, pursuant to the Grant Agreement executed by the parties and dated May 3, 20023. Tenant shall on a daily basis open, close, and otherwise completely maintain such playground and parking lot, for the benefit of all residents of the community and general public. The community playground shall be a leasehold improvement deemed to the part of the Premises that cannot be removed from the Premises and subject to the terms of Article 10 of this Agreement.

- 2.) The Parties agree to amend Article 23: Insurance within the Lease Agreement, in which the Tenant is required to secure and maintain certain insurance policies in compliance with the terms and conditions of the Lease Agreement. The revised and amended insurance requirements are as follows and shall replace the language of Section 23.01:

Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Amendment by the Tenant or its employees, agents, servants, partners principals or subcontractors. The Tenant shall pay all claims and

losses connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Tenant expressly understands and agrees that any insurance protection required by this Amendment or otherwise provided by the

Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents, and instrumentalities as herein provided.

The Tenant shall furnish **Miami-Dade County 111 NW 1st Street Suite 2340 Miami, Florida 33128,**

Certificate(s) of Insurance with coverage(s) as outlined below.

A. Worker's Compensation insurance as required by Florida Statute 440.

B. Commercial General Liability for \$1,000,000 each occurrence \$2,000,000 aggregate.

Products/completed operations. Abuse & Molestation. Miami-Dade County must be included as additional insured.

C. Automobile Liability covering all owned, non-owned and hired vehicles for \$1,000,000 combined single limit.

All insurance shall be written on an occurrence basis.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services

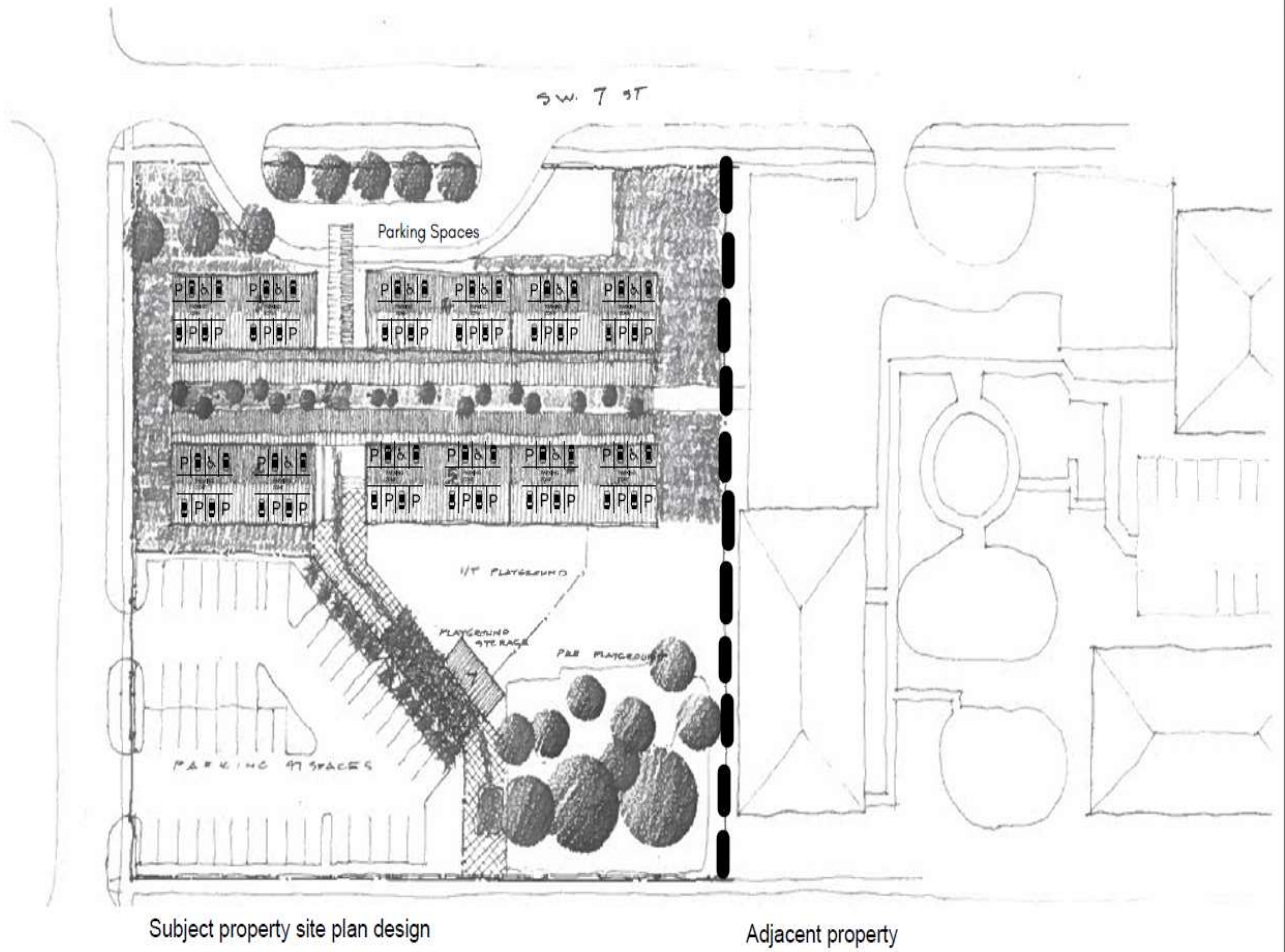
ARTICLE 3

MODIFICATION OF OTHER OBLIGATIONS IN THE LEASE AGREEMENT

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

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[ONLY THE SIGNATURE PAGE REMAINS]

Exhibit A



Subject property site plan design

Adjacent property