

RESOLUTION No. 19-52

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN OFFICE SHARING AGREEMENT WITH STATE SENATOR MANNY DIAZ JR. AND MIAMI-DADE COUNTY PUBLIC SCHOOLS BOARD MEMBER SUSIE V. CASTILLO FOR THE LEASE OF OFFICE SPACE AT CITY OF DORAL GOVERNMENT CENTER LOCATED AT 8401 NW 53 TERRACE, DORAL, FLORIDA, 33166; TO PROVIDE COMMUNITY OUTREACH TO THE CITY OF DORAL RESIDENTS; WITH SAID LEASE HAVING AN INITIAL TERM OF TWO (2) YEARS COMMENCING RETROACTIVELY ON FEBRUARY 1, 2019 AND EXPIRING ON JANUARY 31, 2021; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 8, 2017, the Mayor and Members of the City Council unanimously directed the City Manager to accommodate the request of Miami-Dade County Public Schools Board Member Susie V. Castillo to utilize an office space in the Government Center for community outreach; and

WHEREAS, on January 22, 2019, the Office of State Senator Manny Diaz Jr. for District 36 contacted the Office of Mayor Bermudez requesting office space in the Government Center twice a month to better assist the constituents that may not be able to reach their office located in the City of Hialeah Gardens and to be able to be more accessible to the City of Doral residents; and

WHEREAS, it is proposed that the Office of State Senator Diaz Jr. and the Office of School Board Member Castillo share the office space located on the third (3rd) Floor of the City of Doral Government Center, that is approximate 100 square feet, being that the dates requested do not conflict with each other; and

WHEREAS, the proposed lease is for an initial term of two (2) years, commencing retroactively on February 1, 2019, and expiring on January 31, 2021; and

WHEREAS, the base rent for the lease of the office space will be \$2.00 per year payable annually commencing on February 1, 2019, in which Senator Diaz Jr. and School Board Member Castillo will divide the rent as follows:

Florida State Senator Manny Diaz Jr	\$1.00
School Board Member Susie V. Castillo	\$1.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The Office Sharing Agreement between the City, Florida State Senator Manny Diaz Jr., and Miami-Dade County Public Schools Board Member Susie V. Castillo, attached as Exhibit "A", for the office space not to exceed the amount of \$2.00 per year is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Office Sharing Agreement on behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.



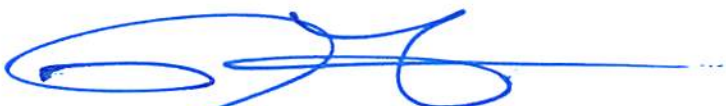
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

OFFICE SHARING AGREEMENT

THIS OFFICE SHARING AGREEMENT, made this _____ day of _____, 2019 by and between the Florida State Senator Manny Diaz Jr. and Miami Dade County School Board Member Susie V. Castillo hereinafter referred to as “Tenants”) and the CITY OF DORAL, a Florida municipal corporation, (hereinafter referred to as “City” or “Landlord”) and

1. **Demised Premises.**

1.1 The City, in consideration of the rentals hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by the Tenants, hereby leases, lets and demises to the Tenants, and Tenants hereby leases and hires from the City, those certain premises hereinafter referred to as the “Demised Premises” and more fully described as follows:

Approximately 100 square feet of City owned property (the “Building”) located on the first floor at 8401 N.W. 53 Terrace, Doral FL 33166.

2. **Term.**

2.1 Tenants shall be entitled to have and to hold the Demised Premises for an initial term of twenty-four (24) months, commencing retroactively as of the 1st day of February 2019 (the “Commencement Date”), and ending on the 31st day of January 2019.

3. **Rent.**

3.1 Base rent for the Demised Premises shall begin to accrue on the Commencement Date.

3.1.1 Throughout the term herein, the Base Rent for the Demised Premises shall be Two Dollars and 00/100 (\$2.00) per year, payable annually commencing on the Commencement Date and, thereafter, on the 1st day of February. Tenants agree to divide the rent as follows:

Florida State Senator Manny Diaz Jr	\$1.00
School Board Member Susie V. Castillo	\$1.00

3.1.2 Concurrent with the payment of the Base Rent, Tenants shall also include any and all additional sums of all applicable sales and use tax, now or hereafter prescribed by Federal, State or local law.

3.2 Sales tax.

Concurrent with the payment of the Base Rent, as provide herein, Tenants shall also pay any and all sums for all applicable tax (es), including without limitation, sales, use taxes and Property taxes, imposed, levied or assessed against the Demised Premises, or any other charge or payment required by any governmental authority having jurisdiction there over, even though the taxing state or ordinance may purport to impose such tax against the City.

3.3 Enforcement.

Tenants agrees to pay the Base Rent, and any other amounts as may be due and payable by Tenants under this Agreement, at the time and in the manner provided herein, and should said rents and/or other additional amounts due herein provided, at any time remain due and unpaid for a period of fifteen (15) days after the same shall become due, the City may exercise any or all options available to it hereunder, which options may be exercised concurrently or separately, or the City may pursue any other remedies enforced by law.

4. **Location for Payments.**

4.1 All rents or other payments due hereunder shall be paid to the City at the following address;

City of Doral
Finance Department 3rd Floor
8401 NW 53 Terrace
Doral FL 33166

or at such other address as the City may, from time to time, designate in writing.

5. **Use and Possession of Demised Premises.**

5.1 The Demised Premises shall be used by the Tenants as the Doral District Office for Florida State Senator Manny Diaz Jr. Miami Dade County School Board Member Susie V. Castillo solely for the purpose(s) of meeting with District 36 constituents and attending to their needs in a convenient and accessible government location. Said Premises shall be open for operation a minimum of five (5) days a week, with normal hours of operation being as follows:

Monday- Friday: 8:30 a.m.- 4:30 p.m.

Tenants shall not otherwise modify the days or hours of operation without the prior written approval of the City Manager. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

5.2 It is understood and agreed that the Demised Premises shall be used by the Tenants during the Term of this agreement only for the above purpose(s)/ use(s), and for no other purpose(s) and /or use(s) whatsoever. Tenants will not make or permit any use of the Demised Premises that, directly or indirectly, is forbidden by law, ordinance or government regulation, or that may be dangerous to life, limb or property. Tenants may not commit (nor permit) waste on the Demised Premises; nor permit the use of the Demised Premises for any illegal purposes; nor commit a nuisance on the Demised Premises. In the event that the Tenants uses the Demised Premises (or otherwise allows the Demised Premises to be (used) for any purpose (s) not expressly permitted herein, or permits and / or allows any prohibited use(s) as provided herein, then the City may declare this agreement in default pursuant to Section 14 or, without notice to Tenants, restrain such improper use by injunction or other legal action.

6. **Improvements.**

6.1 Tenants accept the Demised Premises in their present "AS IS" condition and may construct or cause to be constructed, such interior improvements and maintenance to the Demised Premises, as reasonably necessary for it to carry on its permitted use(s), as set forth in Section 5; provided, however, that any plans for such improvements shall be first submitted to the City Manager for his prior written consent, which consent, if granted at all, shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be at the City Manager's sole and absolute discretion. Additionally, any and all approved improvements shall be made at Tenants's sole expense and responsibility. All permanent (fixed) improvements to the Demised Premises shall remain the property of the City upon termination and/or expiration of this agreement. Upon termination and/or expiration of this Agreement. Upon termination and/or expiration of this Agreement, all personal property and non-permanent trade fixtures may be *removed* by the Tenants from the Demised Premises, provided that they can be (and are) removed without damage to the Demised Premises, Tenants will permit no liens to attach to the Demised Premises arising from, connected with ,or related to the design and construction of any

improvements. Moreover, such construction shall be accomplished through the use of license, reputable contractors who are acceptable to the City. Any and all permits and or licenses required for the installation of improvements shall be the sole cost of responsibility of Tenants.

6.2 Notwithstanding Subsection 6.1, upon termination and/or expiration of this Agreement, and at City's sole option and discretion, any or all alterations or addition made by Tenants to or in the Demised Premises shall, upon written demand by the City Manager, be promptly removed by Tenants, at its expense and responsibility, and Tenants further hereby agrees, in such event, to restore the Demised Premises to their original condition prior to the Commencement Date of this Agreement.

6.3 The above requirements for submission of plans and the use of specific contractors shall not apply to improvements (which term, for purposes of this Subsection 6.3 only, shall also include improvements as necessary for Tenants' maintenance and repair of the Demised Premises) which do not exceed Five Hundred (\$500.00) Dollars, provided that this work is not structural, and provided that it is permitted by applicable law.

7. City's Right of Entry.

7.1 The City Manager, and/or his authorized representatives, shall have the right to enter upon Demised Premises at all reasonable times for the purpose of inspecting same; preventing waste; making such repairs as the City may consider necessary; and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Demised Premises is an emergency, as deemed by the City Manager, in his sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons. Nothing herein shall imply any duty on the part of City to do any work that under any provisions of this agreement the Tenants may be required to perform, and the performance thereof by the City shall not constitute a waiver of the Tenants' default.

7.2 If the Tenants shall not be personally present to open and permit entry into the Demised Premises at any time, for any reason, and any entry thereon shall be necessary or permissible, the City Manager, and/or his authorized representatives, may enter the Demised Premises by master key, or may forcibly enter Demised Premises without rendering the City or such agents liable therefore.

8. Tenants' Insurance.

8.1 Tenants shall maintain renter's insurance.

9. Assignment and Subletting.

9.1 Tenants shall not assign or sublet the Demised Premises, in whole or in part.

10. Operation, Maintenance and Repair.

10.1 The City shall be solely responsible for the operation, maintenance and repair of the Demised Premises. Tenants shall be responsible for all interior walls.

10.2 All damage or injury of any kind to the Demised Premises, and including without limitation its fixtures, glass, appurtenances, and equipment (if any), or to the building fixtures, glass, appurtenances, and equipment, if any, except damage caused by the gross negligence and/ or willful misconduct of the City, shall be the sole obligation of Tenants, and shall be repaired, restored or replaced promptly by Tenants, at its sole expense and to the satisfaction of the City.

10.3 All of the aforesaid repairs, restorations and replacements shall be in quality and class equal to or better than the original work or installations and shall be done in good and workmanlike manner.

10.4 If Tenants fails to make such repairs or restorations or replacements, the same may be made by the City, at the expense of Tenants, and all sums spent, and expenses incurred by the City shall be collectable by the City and shall be paid by Tenants within three (3) days after submittal of a bill or statement therefore.

10.5 It shall be Tenants' sole obligation and responsibility to ensure that any renovations, repairs and/or improvements made by Tenants to the Demised Premises comply with all applicable building codes and life safety codes of governmental authorities having jurisdiction.

10.6 Utilities

In no event, however, shall the City be liable, whether to Tenants or to third parties, for an interruption or failure in the supply of any utilities or services to the Demised Premises.

10.7 TENANTS HEREBY ACKNOWLEDGES AND AGREES THAT THE DEMISED PREMISES ARE BEING LEASED IN THEIR PRESENT “AS IS” CONDITION.

11. Governmental Regulations.

11.1 Tenants covenants and agrees to fulfill and comply with all statues, ordinances, rules, orders, regulations, and requirements of any and all governmental bodies, including but not limited to Federal, State, Miami-Dade County, and the City of Doral applicable to the Demised Premises, and shall also comply with and fulfill all rules , orders, and regulations for the prevention of fire, all at Tenants own expense and responsibility. Tenants shall pay all cost, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of Tenants to comply with this Section and shall indemnify and hold harmless the City from all liability arising from each non-compliance.

12. Liens.

12.1 Tenants will not permit any mechanics, laborers, or materialman’s liens to stand against the Demised Premises or improvements for any labor or materials to Tenants or claimed to have been furnished to Tenants’ agents, contractors, or sub-Tenants, in connection with work of any character performed or claimed to have performed on said Demised Premises, or improvements by or at the direction or sufferance of the Tenants.

13. Condemnation.

13.1 If at any time during the Term of this Agreement (including any renewal term hereunder) all or any part or portion of the Demised Premises is taken, appropriated, or condemned by reason of Eminent Domain proceedings, then this agreement shall be terminated as of the date of such taking, and shall thereafter be completely null and void, and neither of the parties hereto shall thereafter have any rights against the other by reason of this Agreement or anything contained therein.

14. Default.

- 14.1 Default by Tenants: At the City's option, any of the following shall constitute an Event of Default under this Agreement
- 14.2 The Base Rent, or any other amounts as may be due and payable by Tenants under this Agreement, or any installment thereof, is not paid promptly when and where due within fifteen (15) days of due date, and Tenants shall not have cured such failure within five (5) days after receipt of written notice from the City specifying such default;
- 14.3 The Demised Premises shall be deserted, abandoned, or vacated;
- 14.4 Tenants shall fail to comply with any material term, provision, condition, or covenant contained herein other than the payment of rent and shall not cure such failure within thirty (30) days after the receipt of written notice from the City specifying any such default; or such longer period of time acceptable to the City, at its sole discretion;
- 14.5 Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at his sole discretion;

15. Rights on Default.

- 15.1 Rights on Default: In the event of any default by Tenants as provided herein, City shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this agreement.
- 15.2 Terminate this Agreement, in which event Tenants shall immediately surrender the Demised Premises to the City.

16. Indemnification Against Claims.

- 16.1 The City shall indemnify and hold harmless the Tenants from any liability losses or damages which Tenants may incur as a result of claims, demands, suits causes of actions or proceeding of any kind or nature arising out of,

relating to or resulting from the negligence of the City or its employees, agents principals or subcontractors, to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City 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 \$100,000.00, or any claim or judgements or portions thereof, which , when totaled with all other occurrences, exceeds the sum of \$200,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action.

16.2 Tenants does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenants 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 clams, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenants.

17. Signs and Advertising.

17.1 Without the prior written consent of the City Manager, which consent, if given at all, shall be at the City Manager's sole and absolute discretion, Tenants shall not permit the painting and display of any signs, plaques, lettering or advertising material of any kind on or near the Demised Premises.

18. Effect of Conveyance.

18.1 The term "City" and /or "Landlord" as used in the Agreement means only the owner for the time being of the land and building containing the Demised Premises, so that in the event of any sale of said land and building, or in the event of a lease of said building, the City shall be and hereby is entirely freed and relieved of all covenants and obligations of the City hereunder, and it shall be deemed and construed without further agreement between the parties, or between the parties and the purchaser at such sale, or the lease of this building , that the purchaser or Tenants has assumed and agreed to carry out all covenants and obligations of the City hereunder.

19. Quiet Enjoyment.

19.1 Tenants shall enjoy quiet enjoyment of the Demised Premises and shall not be evicted or disturbed in possession of the Demised Premises so long as Tenants complies with the terms of this agreement.

20. Waiver.

21.1 It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect.

21.2 A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

21.3 The receipt of any sum paid by Tenants to the City after breach of any condition, covenant, term or provisions herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as Rent, unless such breach be expressly waived in writing by the City.

21. Notices.

21.1 All notices shall be hand delivered and as receipt requested, or by certified mail with Return receipt requested, and shall be effective upon receipt.

22. Entire and Binding Agreement.

22.1 This agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest. The terms, covenants and condition contained herein shall insure to the benefit of and

be binding upon the City and Tenants and their respective successors and assigns, except as may be otherwise expressly provided in this Agreement.

23. Provisions Severable.

23.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. Captions.

24.1 The Captions contained herein are for the convenience and reference only and shall not be deemed a part of this Agreement or construed as in any manner limited or amplifying the terms and provisions of this Agreement to which they relate.

25. Number and Gender

25.1 Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of one gender shall include all genders.

26. Limitation of Liability.

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of Five Thousand (\$5,000.00) Dollars, Tenants hereby expresses its willingness to enter into this Agreement with Tenants' recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$5,000.00 Accordingly, and notwithstanding any other term or condition of this Agreement, Tenants hereby agrees that the City shall not be liable to Tenants for damage in an amount in excess of \$5,000.00 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this Section or elsewhere in this Agreement is in any

way intended to be a waiver of the limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

27. Surrender of the Demised Premises.

27.1 Tenants shall, on or before the last day of the Term herein demised, or the sooner termination thereof, peaceably and quietly leave, surrender and yield upon to the City the Demised Premises.

28. Time is of the Essence.

28.1 Time is of the essence in every particular and particularly where the obligation to pay money is involved.

29. Venue.

29.1 This agreement shall be deemed to have been made and shall be constructed interpreted in accordance with the laws of State of Florida. This agreement shall be enforceable in Miami Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami Dade County, Florida

CITY AND TENANTS HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PRECEDING THAT THE CITY AND TENANTS MAY HEREIN AFTER INSTITUTE AGAINST OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF THIS AGREEMENT.

30. RADON.

30.1 Radon is a naturally occurring radioactive gas that, when it is accumulated in building in sufficient quantities, may present health risks to persons who exposed to it over time. Levels of Radon that exceed Federal and guidelines have been found in buildings in Florida. Additional regarding Radon and Radon testing may be obtained from your County Health Unit.

31. No Dangerous Materials.

31.1 Tenants agrees not to use or permit in the Demised Premises the storage use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible electricity producing generators, turpentine , benzene, naphtha, propane, gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of

insurance companies in the state of Florida. Any such substances of materials found within the Demised Premises shall be immediately removed.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement of the Effective Date.

Witnessed by: **State Senator Manny Diaz Jr.**

By: _____

By: _____

Name:

Witnessed by: **MDCPS Member Susie V. Castillo**

By: _____

By: _____

Name:

Attest: **CITY OF DORAL**

By: _____

Connie Diaz, CMC, City Clerk

Albert Childress, Acting City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use

And Reliance of the City of Doral Only:

Luis Figueredo

City Attorney