

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY ADVERTISED PUBLIC HEARING, ACCEPTING THE RECOMMENDATION OF THE CITY'S FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND WAIVING, BY 5/7TH VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENT IN SECTION 82-39(A) OF THE CITY CODE, FINDING THAT THE PUBLIC INTEREST WOULD BE BETTER SERVED BY WAIVING SUCH CONDITION; AND APPROVING AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE A NEW LEASE AGREEMENT BETWEEN THE CITY (LANDLORD) AND SOBE CATS SPAY & NEUTER, INC. (TENANT), FOR USE OF A 2,440 SQUARE FOOT CITY-OWNED BUILDING AND ADJACENT LAND, LOCATED AT 8128 COLLINS AVENUE, TO PROVIDE A TRAP, NEUTER, VACCINATE, AND RELEASE PROGRAM AND OTHER ANIMAL WELFARE RELATED SERVICES, FOR A TERM OF THREE (3) YEARS, COMMENCING ON APRIL 1, 2024.

WHEREAS, the City owns property, containing a 2,440 square foot building ("Building"), with approximately 17,500 square feet of adjacent land, located at 8128 Collins Avenue (Demised Premises); and

WHEREAS, on April 21, 2021, the Mayor and City Commission adopted Resolution No. 2021-31690, approving a Lease Agreement ("Agreement") among the City (Landlord), Sobe Cats Spay & Neuter, Inc. ("SoBe Cats"), and Saving Sage Animal Rescue Foundation, Inc. ("Saving Sage") (collectively, "Tenant") for a term of three (3) years; and

WHEREAS, on August 27, 2021, the parties executed a Lease Agreement, commencing on April 1, 2021 and ending on March 30, 2024, with no additional renewal options; and

WHEREAS, on March 27, 2023, SoBe Cats requested approval of a new Lease for a 3-year term, commencing on April 1, 2024; and

WHEREAS, the Administration reviewed SoBe Cats' request and negotiated the following essential business terms for a new Lease Agreement:

LANDLORD:	City of Miami Beach, a Florida Municipal Corporation.
TENANT:	SoBe Cats Spay & Neuter Inc. and Saving Sage Animal Rescue Foundation, Inc
DEMISED PREMISES:	8128 Collins Avenue Miami Beach, 33141
SIZE:	Building, having approximately 2,440 square feet, and of adjacent land, having approximately 17,500 square feet
TERM:	Three (3) years, commencing on April 1, 2024, terminable by the City without cause and for convenience, upon 90 days' notice to Tenant

RENEWAL OPTION: None

BASE RENT: One Dollar (\$1.00) a year

MAINTENANCE: Tenant shall be solely responsible for the operation and day-to-day housekeeping, janitorial services, and routine maintenance of the Demised Premises, and all improvements, fixtures, furniture and equipment thereon.

The City shall be responsible for the maintenance of the roof, the exterior of the Building, all heating/ventilation/air conditioning (HVAC) equipment servicing the Demised Premises, touch ups and full painting as needed, the structural, electrical and plumbing, including sinks and/or toilet(s) fixture(s), but excluding plumbing problems caused by Tenant, and chilled water supply system.

PUBLIC BENEFITS: Tenant agrees to:

a. speak at neighborhood associations and condo associations about the City of Miami Beach Community Cat Program;

b. train residents as to how to properly feed community cats if they choose to sign up for the City's Registered Cat Feeder Program;

c. train residents on how to trap neuter vaccinate, and return("TNVR") neighborhood community cats to help control the cat population, should they be willing to assist;

d. provide education as to free TNVR outlets as well as loan the required traps needed to bring the cats in for the surgeries;

e. provide opportunities for the High School student to secure service hours by volunteering to assist with the adoption services at the Demised Premises;

f. host community TNVR events at the Demised Premises, where Miami Dade Animal Services handles surgeries;

g. organize and develop a process for residents to report cats that need TNVR;

h. develop a foster program, where Tenant will train residents to care for cats & kittens while Tenant prepares them for adoption; and

i. train/assist home and building owners and/or property managers to the proper removal process for cats from their location prior to fumigation or demolition.

UTILITIES: Tenant (paid from City's TNVR budget, subject to budget approval)

LANDLORD IMPROVEMENTS: Landlord would be responsible for the installation of new hurricane impact windows; one (1) additional electrical outlet; drain; plumbing and ventilation, as needed, for a

second set of washer/dryers in the kitchen (washer/dryer to be provided by Tenant); and one (1) additional water supply and drain for a kitchen style wash sink (sink to be provided by Tenant) in the back room. These projects to be part of the capital budget requests, in an amount not-to-exceed \$120,000.00, and subject to budget approval, will be completed within the City's 2025/2026 fiscal year.

INSURANCE:

Tenant maintains General Liability insurance and All-Risk Property and Casualty insurance and Landlord pays for hazard insurance.

**TERMINATION FOR
CONVENIENCE:**

The City Manager, on behalf of the City, and Tenant each have the right to terminate for convenience, upon providing the other with ninety (90) days' written notice.

**LEASE
COMMENCEMENT DATE:**

April 1, 2024

USE:

The Demised Premises shall be used by the Tenant for the purposes of trap, neuter, vaccinate, and rescue/release ("TNVR") activities, as well as for an adoption center by Tenant, and other interested non-profits, which shall require prior written approval by the City Manager; and

WHEREAS, pursuant to Section 82-37(b) of the City Code, the City Manager is required to transmit a proposed new lease to the City's Finance and Economic Resiliency Committee (FERC) for consideration; and a lease having a term of ten (10) years or less (including option periods) shall be accompanied by a public hearing; and

WHEREAS, the City Manager transmitted the negotiated terms of the new lease ("Lease Agreement") to the May 24, 2023 Finance and Economic Resiliency Committee (FERC) meeting; and

WHEREAS, at the May 24, 2023 FERC meeting, the FERC recommended in favor of approving a new Lease Agreement with Tenant based upon the negotiated terms; and

WHEREAS, since the presentation at the FERC meeting, Tenant has requested that SoBe Cats be the only Tenant for the proposed new Lease Agreement and the Administration is in agreement; and

WHEREAS, based upon the foregoing, the City Manager recommends waiving, by 5/7th vote, the formal competitive bidding requirement in Section 82-39(a) of the City Code, finding such waiver to be in the best interest of the City, and approving the draft Lease Agreement, with SoBe Cats, containing the essential, negotiated business terms, a copy of which is attached to the City Commission Memorandum accompanying this Resolution as Exhibit "B"; and further authorizing the City Manager to finalize and execute the Lease Agreement.

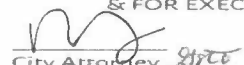
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, pursuant to a public hearing, hereby accept the recommendation of the City's Finance and Economic Resiliency Committee, and waive, by 5/7th vote, the formal competitive bidding requirement in Section 82-39 (a) of the City Code, finding that the public interest would be better served by waiving such condition; and approve and authorize the City Manager and City Clerk to execute a new Lease Agreement between the City (Landlord) and SoBe Cats Spay & Neuter, Inc. (Tenant), for use of a 2,440 square foot City-owned building and adjacent land, located at 8128 Collins Avenue, to provide a trap, neuter, vaccinate, and release program and other animal welfare related services, for a term of three (3) years, commencing on April 1, 2024.

PASSED and **ADOPTED** this _____ day of _____ 2023.

ATTEST:

Rafael E. Granado, City Clerk

Dan Gelber, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney *[Signature]* 7-11-23
Date