Memorandum

MIAMI-DADE COUNTY

Date: April 2, 2013

To: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

From: Carlos A. Gimenez Mayor

Subject: Retroactive Lease Agreement for the State of Florida Department of Children and Families to Utilize Space at the County's Frankie Shannon Rolle Neighborhood Service Center, Located at 3750 South Dixie Highway, Miami, Florida - Lease No. 01-4120-013-0010-L02

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a retroactive Lease Agreement with the State of Florida Department of Children and Families (State) to occupy 1,230 square feet at the County-owned Frankie Shannon Rolle Neighborhood Service Center, 3750 South Dixie Highway. The State utilizes this location for administrative offices to provide a variety of services to the community including food stamps, referral services and Medicaid.

While the State has been at this location since 1979, the current lease expired on October 31, 2012. The State had previously notified the County that they would be vacating this space due to budget cuts, but later reconsidered. As a result, the effective date of this lease is retroactive to November 1, 2012.

Scope

This property is located in Commission District 7.

Fiscal Impact/Funding Source

The County will receive $5,080 in annual rent for a total of $25,400 over the five-year term. This is the prorated share of the total buildings expenses based on the square footage of the leased space.

Track Record/Monitoring

The County has no record of negative performance issues with the State. Miguel de la Torre of the Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise the cancellation provisions and all other rights conferred therein.

Background

The State has been leasing the premises from the County since 1979. The most current rent was $64,790 per year, which is equal to $19.00 per square foot for 3,410 square feet of office space. In order for the State to continue providing services from this location, the size of the leased premises is being reduced from 3,410 square feet to 1,230 square feet and the rental rate is being reduced from $19.00 per square foot to $4.13 per square foot, which is the cost to operate the building. This reduction was done in consideration for the service provided to the community.

LEASE TERM:	Five years.
EFFECTIVE DATES:	Commencing retroactively November 1, 2012 and terminating five years thereafter.

RENTAL RATE: The annual rent for the first lease year will be $5,079.90 or $4.13 per square foot on an annual basis. The rent for the second through fifth lease year will remain the same.

LEASE CONDITIONS: This is a full service lease. The County is responsible for all utilities, waste disposal service, parking lot, janitorial and custodial services, pest control, interior of the building and the structure of the building. The State is responsible for telephone and data services.

CANCELLATION PROVISION: The State shall have the right to terminate without penalty in the event a State-owned building becomes available for occupancy, and upon giving six months advance written notice. The County shall have the right to terminate the Lease without penalty upon giving the State six months advance written notice.

Attachments

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 8(F)(4)

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**

_____ **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 ____, 3/5's ____, unanimous _____) 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)(4)
4-2-13

RESOLUTION NO. _____

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF, AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF RETROACTIVE LEASE AGREEMENT FOR CERTAIN PROPERTY AT THE FRANKIE SHANNON ROLLE NEIGHBORHOOD SERVICE CENTER, 3750 SOUTH DIXIE HIGHWAY, COCONUT GROVE WITH STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR PREMISES TO BE UTILIZED FOR ADMINISTRATIVE OFFICES AND TO PROVIDE A VARIETY OF SERVICES TO THE COMMUNITY WITH A TOTAL FISCAL IMPACT TO THE COUNTY OF $25,400.00 IN REVENUE OVER THE FIVE YEAR PERIOD, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION PROVISIONS AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the State of Florida, through its Department of Children and Families, has applied to the County for lease of certain County-owned property located at the Frankie Shannon Rolle Neighborhood Service Center located at 3750 South Dixie Highway, Coconut Grove, for space to be utilized for administrative offices and to provide a variety of services to the community, including food stamps, referral services and Medicaid; and

WHEREAS, the County is satisfied that State of Florida Department of Children and Families does require the County-owned property for such use and the property is not otherwise needed for County purposes, and that such lease would promote community interest and welfare; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference, including specifically the lease to the State of the space for five (5) year term at the rents set forth in the memorandum,

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

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Lease Agreement between Miami-Dade County and the State of Florida Department of Children and Families for premises to be utilized for administrative offices and to provide a variety of services to the community, including food stamps, referral services and Medicaid, with a fiscal impact of $25,400.00 in revenue to the County, for the five-year term of the lease, all in substantially the form attached hereto and made a part hereof by this reference. This Board hereby authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any cancellation provisions 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. 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. GBK

Geri Bonzon-Keenan

CARLOS A. GIMENEZ
MAYOR
MIAMI-DADE COUNTY

November 13, 2012

Esther Jacobo
Regional Managing Director, Southern Region
Department of Children and Families
401 NW 2nd Avenue
Suite N-1007
Miami, Florida 33128

Dear Ms. Jacobo:

Thank you for your letter of October 25, 2012 in which you propose a collaborative solution that will allow continued service at Frankie Shannon Rolle Neighborhood Service Center, located in Coconut Grove at 3750 South Dixie Highway.

To insure that the best interests of the children and families being served in that community, the Miami Dade County Community Action and Human Services Department (CAHSD) has agreed to grant a waiver of lease costs per your request. You have agreed that the Department of Children and Families will contribute the proportional utility and maintenance costs for 1,230 square feet of identified space. Staff will advise you of the cost and will complete the necessary paperwork to make this effective as soon as possible.

Thank you for your continued efforts in helping the families in our community. Should you have any questions regarding this arrangement, please contact Lucia Davis-Raiford, Director, CAHSD, at (786) 469-4616 or via email at davisra@miamidade.gov .

Sincerely,

c: Russell Benford, Deputy Mayor
Lucia Davis-Raiford, Director, CAHSD
Lester Sola, Director, Internal Services Department

STATE OF FLORIDA
Standard Lease Agreement
Department of Management Services Form 4054

Lease Number: 590:3066

Lease Commencement: 11/01/2012

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 2012 by and between those Parties listed below.

Parties

Lessee: Department of Children & Families (Agency Name)

Address: 401 NW 2nd Avenue, S-907 (Street) Miami (City) FL (State) 33128 (Zip Code)

Lessor: Miami-Dade County, a political subdivision of the State of Florida (Lessor Name)

Address: MLK Office Plaza, 2525 NW 62 St Suite #400 (Street) Miami (City) FL (State) 33147 (Zip Code)

FEID: 59-600573 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: 1,230 Sq. Ft. in the ground floor, of the building located at 3750 South Dixie Hwy, Coconut Grove, Florida, 33133

Building: Frankie Shannon Rolle Neighborhood Cent (Building Name) **County:** Miami-Dade

Address: 3750 South Dixie Hwy (Street) Coconut Grove (City) Fl (State) 33133 (Zip Code)

consisting of an aggregate area of 1,230 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 5.0 % of the 24,680 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 15 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: November (Month) 1 (Day), 2012 (Year)

and end at the close of business on October (Month) 31 (Day), 2017 (Year)

for a term of 60 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 0 upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

Approved by County Attorney as
to form and legal sufficiency_____

3. **Notices, Rental Invoices & Rental Payments**

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: Department of Children & Families (Agency Name)

Address: 401 NW 2nd Ave S-907 (Street) Miami (City) FL (State) 33128 (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Office of Community Services (Lessor Name)

Address: 2525 NW 62 Street 4th floor (Street) Miami (City) Fl (State) 33128 (Zip)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: Department of Children & Families (Lessor Name)

Address: 401 NW 2nd Ave S-907 (Street) Miami (City) Fl (State) 33128 (Zip)

D. Rental Payments shall be paid to Lessor at:

Lessor: GSA Accounting Section (Lessor Name)

Address: 111 NW First Street, Suite 2410 (Street) Miami (City) Fl (State) 33128 (Zip)

4. **Rent**

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

TERM Start (MM/DD/YYYY)		End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
11/01/2012	-	10/31/2017	$4.13	$423.33	$5,079.90
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00

Approved by County Attorney as
to form and legal sufficiency_____

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

TERM Start (MM/DD/YYYY)		End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00

5. **Utilities**

A. The **Lessor** ☑, **Lessee** ☐, **see Addendum** _____ ☐ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .

B. Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

6. **Facility Services**

A. The **Lessor** ☑ or **Lessee** ☐ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the **Lessor** ☑ or **Lessee** ☐.

B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.

C. The **Lessor** ☑ or **Lessee** ☐ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the **Lessor** ☑ or **Lessee** ☐.

D. Lessor agrees to install light fixtures for use by Lessee. The **Lessor** ☑ or **Lessee** ☐ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

Day	From	To

Approved by County Attorney as to form and legal sufficiency_____

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

7. **Accessibility and Alterations**

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 35 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

A. ☐ Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of _____ has been spent by the Lessor for improvements to the Premises and the Lessor does ☐ or does not ☐ intend to seek reimbursement for these improvements.

B. ☐ Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.

C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

E. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. (Chapter 404.056(8), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

Approved by County Attorney as
to form and legal sufficiency_____

12. Expiration of Term

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. Right to Inspect

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease .

14. Taxes and Insurance

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. Subletting and Assignment

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. Wavier of Defaults

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. Rental Commencement

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. Availability of Funds

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. Breach of Covenant

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. Not Consent to Sue

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. Right to Terminate

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

Approved by County Attorney as to form and legal sufficiency_____

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
   i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
   ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
   iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
   iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.

B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.

C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.

D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

Approved by County Attorney as
to form and legal sufficiency_____

26. Definition of Terms

A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

D. ☐ No additional covenants or conditions form a part of this Lease

E. ☑ All additional covenants or conditions appear on attached Addendum(s):

A, B, C, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___

Approved by County Attorney as
to form and legal sufficiency_____

PLEASE SIGN & DATE

Lease Number: 590:3066

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, 2012

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X _____ Lessor or Authorized Representative	_____ Printed Name/Title	__/__/__ Date
X _____ Witness #1	_____ Printed Name	__/__/__ Date
X _____ Witness #2	_____ Printed Name	__/__/__ Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	Esther Jacobo, Managing Director Printed Name/Title	8/1/12 Date
X _____ Agency Office of General Counsel	Javier-Ley Soto Printed Name	7/31/12 Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	__/__/__ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name/Title	__/__/__ Date
X _____ Office of General Counsel	_____ Printed Name	__/__/__ Date

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement FM4054:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

(x) _____
Lessee Signature

Esther Jacobo, Managing Director
Name/Title

8/1/12
Date

(x) _____
Lessor Signature

_____
Name/Title

_____
Date

(SEAL)

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

ADDENDUM: A

LEASE NUMBER: 590:3066

The lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean
	Clean light switch plates and surrounding wall areas.
	Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside.
	Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize.
	Replenish supply of disposable cups (If applicable).

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Employment Eligibility Verification

ADDENDUM B **LEASE NUMBER:** 590:3066

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1 .

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Department of Children and Families	Miami-Dade County
Lessee	**Lessor**
(x) _____	(x) _____
Lessee Signature	**Lessor Signature**
Esther Jacobo, Managing Director	
Name/Title	**Name/Title**
8/1/12	
Date	**Date**

RENTAL ADDENDUM C

Lease No. (State):590 : 3066

Lease No. (County): 01-4120-013-0010-L02

Add the following language to the end of paragraph 21. Right to Terminate

21. Right to Terminate...Lessor shall have the right to terminate this Lease without penalty upon giving Lessee six (6) months advance written notice.

Managing Regional Director

County Mayor