Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(3)

Date: November 19, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Retroactive Lease Agreement between Miami-Dade County and the State of Florida Department of Children and Families at the Joseph Caleb Community Center Located at 5400 N.W. 22 Avenue, Rooms 511-514, Miami, Florida - Lease # 30-3115-000-0310-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Retroactive Lease Agreement between Miami-Dade County (County) and the State of Florida Department of Children and Families (DCF) for office space at the Joseph Caleb Community Center (Caleb Center) located at 5400 NW 22 Avenue, Rooms 511-514, Miami, Florida. More specifically, the resolution does the following:

- Authorizes the leasing of 5,650 square feet of air-conditioned office space.
- Authorizes a lease term of one year, plus ten additional one-year renewal option periods.

Scope

The property is located in Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The County will receive a total of $113,000 ($20 per square foot) for the initial one-year term of the lease. This amount will increase by two percent in each of the ten, one-year renewal options, bringing the cumulative value to $1,374,984 for the full 11 years of the lease.

Track Record/Monitor

The County has no record of negative performance issues with the State of Florida Department of Children and Families (DCF). Miguel de la Torre, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the lease agreement, and to exercise the renewal and cancellation provisions.

Background

DCF has been occupying space at this location since 1987. The current Lease Agreement was approved by the Board through Resolution R-665-07, and amended through Resolution R-893-12 on November 8, 2012. The current Lease Agreement expired on May 31, 2013. DCF has requested to enter into a new lease agreement in order to continue to provide service to this community. The County has agreed to enter into a one-year lease, with the understanding that DCF may have to move to another location during the construction planned for the Caleb Center renovation. DCF has continued to pay rent at this facility since the lease expired and retroactive approval of this lease to June 1, 2013 is requested.

Additional Lease details are as follows:

JUSTIFICATION:	The DCF has a need to continue utilizing this space by its ACCESS Division to distribute food stamps and provide other services to the community.
LEASE TERM:	One year, plus ten additional one year renewal option periods.
EFFECTIVE DATES:	Commencing retroactively on June 1, 2013, and ending May 31, 2014.
RENTAL RATE:	The current rental is $113,000. The annual rental rate for the recommended initial lease term is $113,000, which is $20.00 per square foot on an annual basis. The annual rent will increase by two percent each renewal option period.
LEASE CONDITIONS:	This is a full service Lease Agreement, and the County is responsible for all operating costs to the building. The tenant is responsible for phone and data.
CANCELLATION PROVISION:	Either party may cancel at any time and for any reason by giving to the other 90 days written notice prior to its effective date.
CURRENT LEASE:	The current Lease Agreement was approved by the Board on November 8, 2012 through Resolution R-893-12. The lease period was for one year, with no additional renewal option periods. The lease does not contain a holdover provision, which means the Tenant and County cannot exercise provisions for the Tenant to occupy the space on a month-to-month basis.

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: November 19, 2013

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

SUBJECT: Agenda Item No. 8(F)(3)

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)(3)
11-19-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A RETROACTIVE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR PREMISES LOCATED AT THE JOSEPH CALEB COMMUNITY CENTER, 5400 N.W. 22 AVENUE, ROOMS 511-514, MIAMI, FLORIDA, WITH A TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES OF $1,374,984 FOR THE INITIAL ONE-YEAR TERM OF THE LEASE AND THE ADDITIONAL TEN ONE-YEAR RENEWAL OPTION PERIODS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the State of Florida Department of Children and Families is a political subdivision of the State of Florida; and

WHEREAS, the State of Florida Department of Children and Families, desires to continue using certain County-owned property located at the Joseph Caleb Community Center, 5400 N.W. 22 Avenue, Rooms 511-514, Miami, Florida for the delivery of services to the community; and

WHEREAS, this Board is satisfied that the State of Florida Department of Children and Families does require the County-owned property for such use and finds that pursuant to Section 125.38 of the Florida Statutes, the lease of this property to Florida Department of Children and Families serves the best interest of the County, and 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,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute the retroactive Lease Agreement between Miami-Dade County and the State of Florida Department of Children and Families, for premises to be used by its ACCESS Division to distribute food stamps and to provide other services to the community, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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

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 19th day of November, 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

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

By:_____
Deputy Clerk

Geri Bonzon-Keenan

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

CRAIG J. NICHOLS
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

May 22, 2013

Mr. Felix Gayo
General Services
Department of Children and Families
401 NW 2nd Avenue, S-907
Miami, Florida 33128

Re. Lease Number: 590:3076, Prior Approval
Action: New Lease – Government
Division: Southeast Region, Circuit 11
Location: Miami
Lessor: Miami-Dade County

Dear Mr. Gayo:

The Department of Management Services has reviewed your request to enter into the above-mentioned lease agreement. Based on the accompanying certification that all applicable leasing criteria have been met, you have our approval to execute this lease action.

If you have any questions, please do not hesitate to contact me at (850) 413-9572 or e-mail at wendy.batts@dms.myflorida.com.

Sincerely,

Wendy Batts
Operation Review Specialist
Division of Real Estate Development and Management

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

Lease Number: 590:3076

Lease Commencement: 06/01/2013

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20 13 by and between those Parties listed below.

Parties

Lessee: State of Florida Department of Children and Families (Agency Name)

Address: 401 NW 2nd Ave Suite S-926 (Street) Miami (City) Fl (State) 33128 (Zip Code)

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

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

FEID: 59-6000573 **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: 5,650 square feet, suite 511-514 in the 5th floor of the Joseph Caleb Community Center at 5400 NW 22nd Avenue, Miami, Florida, 33142

Building: Joseph Caleb Community Center (Building Name) **County:** Miami-Dade County

Address: 5400 NW 22nd Ave (Street) Miami (City) FL (State) 33142 (Zip Code)

consisting of an aggregate area of 5,650 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 4.8 % of the 117,437 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 25 nonexclusive parking spaces as part of this Lease Agreement.

2. **Term & Renewals**

A. The Lease shall begin on: June (Month) 1 (Day), 2013 (Year)

and end at the close of business on May (Month) 31 (Day), 2014 (Year)

for a term of 12 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 10/1 Year Option 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.

3. Notices, Rental Invoices & Rental Payments

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

Lessee: State of Florida Department of Children and Families
Agency Name

Address: 401 NW 2nd Ave S-926 (Street) Miami (City) Fl (State) 33128 (Zip Code)

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

Lessor: Miami-Dade County a Political Subdivision of the State of Florida
Lessor Name

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

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

Lessee: Department of Children and Families, General Services
Lessee Name

Address: 401 NW 2nd Ave S-926 (Street) Miami (City) Fl (State) 33128 (Zip)

D. Rental Payments shall be paid to Lessor at:

Lessor: Miami-Dade County
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
06/01/2013	05/31/2014	$20.00	$9,416.67	$113,000.00
			$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

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
06/01/2014	-	05/31/2015	$20.40	$9,605.00	$115,260.00
06/01/2015	-	05/31/2016	$20.81	$9,798.04	$117,576.50
06/01/2016	-	05/31/2017	$21.22	$9,991.08	$119,893.00
06/01/2017	-	05/31/2018	$21.65	$10,193.54	$122,322.50
06/01/2018	-	05/31/2019	$22.08	$10,396.00	$124,752.00
06/01/2019	-	05/31/2020	$22.52	$10,603.17	$127,238.00
06/01/2020	-	05/31/2021	$22.97	$10,815.04	$129,780.50
06/01/2021	-	05/31/2022	$23.43	$11,031.63	$132,379.50
06/01/2022	-	05/31/2023	$23.90	$11,252.92	$135,035.00
06/01/2023	-	05/31/2024	$24.38	$11,478.92	$137,747.00

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. For the facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more, 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 ppropriate, 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:

E. All services required above shall be provided during the 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

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 GAS: 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. Section 404.056(5), 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.

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.

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.

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, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, 2013

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	5/20/13 Date
X _____ Agency Office of General Counsel	Javier Lay-Soto Printed Name	5/28/13 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

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Employment Eligibility Verification

ADDENDUM A

LEASE NUMBER: 590:3076

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) [signature]	(x)
Lessee Signature	Lessor Signature
Esther Jacobo, Managing Director	
Name/Title	Name/Title
5/30/13	
Date	Date

FM 4054K1 (R01/12)

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

ADDENDUM: B

LEASE NUMBER: 590:3076

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).

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STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

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.

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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
JANITORIAL SERVICES

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

5/30/13
Date

(x) _____
Lessor Signature

_____
Name/Title

_____
Date

(SEAL)

FM 4054D (R10/11)

ADDENDUM C

LEASE: 590:3076

Lessor and Lessee have the right to terminate this lease without penalty upon giving three (3) months advance written notice.

Esther Jacobo, Managing Director

Miami-Dade, County Mayor

DEPARTMENT OF MANAGEMENT SERVICES

STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 590:3076

Purpose
This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. **Ownership** – Indicate the type of ownership of the facility in which this lease exists.
   a. ☐ Publicly Owned Facility
   b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
   c. Name of titleholder: _____
      Titleholder FEIN or SSN: _____
      Name of facility: _____
      Facility street address: _____
      Facility city, state, zip code: _____

2. **Disclosure Requirements**
   a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☐
      If "Yes," please proceed to section 4.
   b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☐
      If "Yes," please proceed to 2.c.
   c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☐
      If "Yes," please proceed to 2.d.
   d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☐
      If "Yes," please stop and immediately contact your state leasing representative.

3. **Ownership Disclosure List** - (additional pages may be attached)
   a.

Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%

   b. The equity of all others holding interest in the above named facility totals: _____

Form incorporated by reference, subsection 60H-1.025, Florida Administrative Code.

4. **Signatures**

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____

Name: _____

Date: _____

Form Incorporated by reference, subsection 60H-1.025, Florida Administrative Code.