Memorandum

MIAMI-DADE COUNTY

Date:	October 7, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Lease Agreement with Florida Department of Business and Professional Regulation at the Florida City Neighborhood Service Center, 1600 NW 6 Court, Florida City, FL Lease No. 16-7824-015-0171-L01

Agenda Item No. 8(F)(9)

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Lease Agreement between Miami-Dade County (County) and the Florida Department of Business and Professional Regulation (Tenant), a State of Florida regulatory agency. More specifically, the resolution does the following:

- Authorizes the leasing of 75 square feet of air-conditioned office space, at the Florida City Neighborhood Service Center, located at 1600 NW 6 Court, Florida City, Florida, which is owned and operated by the Community Action and Human Services Department; and
- Authorizes an initial lease term of five years, plus one three-year renewal option period.

Scope

The property is located in County Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The revenue to the County for the first year of the Lease Agreement is estimated to be $1,175, which will be paid in 12 equal installments of $97.91 per month. The total projected revenue to the County for the five year lease term, plus the additional three-year renewal option term is estimated to be $9,400 at a minimum. The rent will be adjusted annually by a 1.5 percent increase, and is factored into the numbers referenced above.

Track Record/Monitor

The County has no record of negative performance issues with the Florida Department of Business and Professional Regulation. Dirk Duval, 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 attached Lease Agreement, and exercise all other rights conferred herein.

Background

The Tenant has been in this location since 2006, originally under a permit agreement and subsequently under a lease with the County. This small branch of Florida Department of Business and Professional Regulation assists farmers and low income growers in Florida City and Homestead with their licensing needs. The existing lease is currently utilizing its month-to-month holdover provision pending Board approval of the proposed lease.

Additional lease details are as follows:

COMPANY PRINCIPALS:	The Department of Business and Professional Regulation is an agency of the State of Florida. Ken Lawson is the Secretary of the Department of Business and Professional Regulation.
LEASE TERM:	Five years, plus one additional three-year renewal option period.
EFFECTIVE DATES:	Commencing on the latter of 1) first day of the month following the effective date of the resolution approving the Lease Agreement, or 2) July 1, 2014, and terminating five years thereafter.
RENTAL RATE:	The current rent is $95 per month, which is equal to $1,140 per year. The annual rent for the first year of the Lease Agreement will be $1,175. The annual rent for the second through the fifth year of the initial lease term, and any subsequent renewal option period, shall be increased by 1.5 percent each year.
LEASE CONDITIONS:	The County is responsible for utilities, janitorial and custodial services, and building maintenance. Tenant is responsible for telephone and data equipment, and any cost associated with phone and data services, including installation, and equipment.
CANCELLATION PROVISION:	Either party may cancel at any time at any time, by giving written notice at least 60 days prior to the effective date.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(F)(9)

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)(9)
10-7-14

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, A STATE OF FLORIDA REGULATORY AGENCY, FOR THE PREMISES LOCATED AT THE FLORIDA CITY NEIGHBORHOOD SERVICE CENTER, 1600 N.W. 6 COURT, FLORIDA CITY, FLORIDA, FOR THE PREMISES TO BE UTILIZED FOR ADMINISTRATIVE OFFICES FOR THE PURPOSE OF TESTING, INTERVIEWING, AND INVESTIGATING BUSINESSES RELATED TO THE FARM LABOR INDUSTRY, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY MINIMALLY ESTIMATED TO BE $9,400.00, FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AGREEMENT AND THE ADDITIONAL THREE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Florida Department of Business and Professional Regulation is a State of Florida regulatory agency, organized for the purpose of licensing and regulating businesses and professionals in the State of Florida; and

WHEREAS, Florida Department of Business and Professional Regulation desires to lease certain County-owned property located at the Florida City Neighborhood Service Center located at 1600 N.W. 6 Court, Florida City, Florida, for space to be utilized for administrative offices for the purpose of testing, interviewing, and investigating businesses related to the farm labor industry; and

WHEREAS, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, the Florida Department of Business and Professional Regulation does require the property for a use consistent with its mission and in support of the community interest and welfare purposes for which it is organized, and finds that a lease for the proposed use would promote community interest and welfare, and the property is not otherwise needed for County purposes; 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 this Board hereby approves the Lease Agreement between Miami-Dade County and Florida Department of Business and Professional Regulation, a State of Florida regulatory agency, for the premises located at the Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Florida City, Florida, to be utilized for administrative offices, for the purpose of testing, interviewing, and investigating businesses related to the farm labor industry, with a total gross rental revenue to the County minimally estimated to be $9,400.00, for the initial five-year term of the Lease Agreement and the additional three-year renewal option period, in substantially the form attached hereto and made a part hereof; and 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 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
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata
Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. 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.

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2014 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD" or the "COUNTY," and FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, a State of Florida Regulatory Agency, hereinafter referred to as the "TENANT".

***WITNESSETH*:**

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

75 square feet of office space located at the Florida City/Homestead Neighborhood Service Center (the "Center"), 1600 NW 6 Court, Florida City, Florida.

TO HAVE AND TO HOLD unto the said TENANT for a term of five (5) years, plus one (1) successive three (3) year renewal option period, commencing on the latter of, 1) on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, or 2) July 1, 2014 (the "Commencement Date"), and terminating five (5) years thereafter for and at an annual rental of One Thousand One Hundred Seventy Five Dollars and 00/100 ($1,175.00), for the first lease year, payable in twelve (12) equal monthly installments of Ninety Seven Dollars and 91/100 Dollars ($97.91), payable in advance on the first day of every month to Miami-Dade County, c/o Real Estate Development Division, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128. The annual rent for the second through the fifth lease year of the initial lease term, and any subsequent renewal option period shall be increased by 1.5% each year.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT solely for administrative offices. The space will be utilized for testing, interviewing, and investigating business related to the farm labor industry.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in "as is" condition. Upon expiration of this Lease Agreement any fixtures and improvements on the Demised Premises will become the property of the LANDLORD.

ARTICLE III
UTILITIES

The LANDLORD, during the term hereof, shall pay all charges for water and electricity used by the TENANT and shall provide janitorial and custodial services. TENANT, throughout the term of this Lease Agreement, shall be responsible for telephone and data equipment, installation, maintenance and any costs associated with phones and data service, installation and equipment.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the Demised Premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except, but not limited to, store and office furniture and fixtures owned by TENANT which are readily removable without damage to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. In case of damage, the area of removal shall be repaired and brought back to its original condition at TENANT's expense.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by giving thirty (30) days' prior written notice to the other. If either the Demised Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render the Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage and/or at its own cost and expense. In no event shall TENANT be entitled to keep the proceeds of any insurance policy procured pursuant to this Lease to cover the Demised Premises. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises were on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said Demised Premises in as good a condition, as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

CANCELLATION BY LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

(1) Institution of proceedings in voluntary bankruptcy by the TENANT.

(2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

(3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

(1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

(2) Notice of any condition posing a threat to health or safety of the public or patrons not remedied within the ten (10) day period from receipt of written notice.

C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

(1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60)

days written notice prior to its effective date.

CANCELLATION BY TENANT: The TENANT shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to extend this Lease for one (1) additional three-year term, upon the same terms and conditions, except that the rental amount shall be increased by 1.5% each year.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LANDLORD:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907

TENANT:

Florida Department of Business and Professional Regulation
Florida City Neighborhood Service Center
1600 NW 6 Court
Florida City, Florida 33030

Copy to:

Michele Cook
DBPR-Leasing & Facilities
1940 N. Monroe Street
Tallahassee, FL 32399

Notices provided herein in this paragraph shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVIII
INSURANCE

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $ 1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to the coverage.

B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statues.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT UNDER this Lease Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion

of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XIX
PERMITS AND REGULATIONS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX
COUNTY AS SOVEREIGN

It is expressly understood that notwithstanding any provision of this Lease Agreement and the LANDLORD's status thereunder:

A. The LANDLORD retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Demised Premises or the operation thereof, or be liable for the same; and

B. The LANDLORD shall not by virtue of this Lease Agreement be obligated to grant the TENANT any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

C.

ARTICLE XXI
NO LIABILITY FOR EXERCISE OF POLICE POWER

A. Notwithstanding and prevailing over any contrary provision in this Lease Agreement, or any LANDLORD covenant or obligation that may be contained in this Lease Agreement, or any implied or perceived duty or obligation including but not limited to the following:

1. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the TENANT, regardless of the purpose required for such cooperation;

2. To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

3. To apply for or assist the TENANT in applying for any county, city or third party permit or needed approval; or

4. To contest, defend against, or assist the TENANT in contesting or defending against any challenge of any nature.

shall not bind the LANDLORD or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the TENANT or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any

other type of matter requiring government approval or waiver be construed a breach or default of this Lease Agreement.

ARTICLE XXII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIII
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed to Landlord or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXIV
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD. If TENANT commences diligent efforts to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently undertake such cure, after which time LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXV
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity of any such liens. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, age, gender, religious beliefs, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement between the County or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 and Resolution No. 85-92, with respect to the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXVI
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXVII
GOVERNING LAW

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(OFFICIAL SEAL)

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, a State of Florida Regulatory Agency

Tracy Ryke
WITNESS Tracy Ryke

By: Ruth B. Dillard
Ruth B. Dillard
Director of Administration

(TENANT)

Michele Cook
WITNESS Michele Cook

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADECOUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By:_____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
Mayor

(LANDLORD)

Approved by the County Attorney
as to form and legal sufficiency:_____

DBPR Lease # 16-7824-015-0171-L-01

Memorandum

MIAMI-DADE COUNTY

Date: February 5, 2014

To: Lucia Davis-Raiford, Director
Community Action and Human Services Department

From: Margaret Araujo, Chief Real Estate Officer Margaret Araujo
ISD/ Real Estate Development Division

Subject: Approval of Agenda Item for Lease Agreement with Florida Department of Business and Professional Regulation, for premises located at the Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Florida City - Lease # 16-7824-015-0171-L01

Attached please find an agenda package for submittal to the next Health and Social Services Committee meeting. This item has been reviewed and approved for legal sufficiency by the County Attorney's Office and will be submitted to Lester Sola, Director of the Internal Services Department for final review as an agenda package as soon as approved by your office. I would, however appreciate your indicating an approval of the attached document by signing this cover sheet. This will enable us to proceed with the agenda process.

We are now asking that agenda items be reviewed and approved by the Community Action and Human Services Department prior to the submittal to the Agenda Coordinator's office. This will ensure that your office:

1) approves of our action to present an item to the Board.
2) approves of the text of proposed agenda items, and
3) has had advanced notice of when items will be presented to the Board.

Should there be any concerns or changes to the context of the agenda package, please contact Margaret Araujo at 305-375-1152. Please be advised that no item will be presented to the Board without the required office approval.

Agenda Item Description	**Project BCC Meeting**
Lease Agreement For premises located at 1600 N.W. 6 Court	Next Health and Social Services Committee Meeting

APPROVED: Lucia Davis-Raiford DATE: 2-12-14

DISAPPROVED: _____ DATE: _____

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