

# MEMORANDUM

Agenda Item No. 8(F)(2)

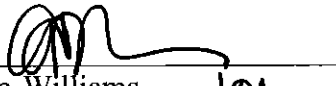
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** June 4, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving the terms of and authorizing execution by the County Mayor of a lease agreement between Miami-Dade County and Public Health Trust of Miami-Dade County, for the premises located at 1500 NW 12 Avenue, Miami, Florida to be utilized by the office of the Miami-Dade Public Defender 11th Judicial Circuit Court of Florida, with a total fiscal impact to the County estimated to be \$3,551,497.13 for a term of four years with an expiration date of June 30, 2023; authorizing the County Mayor to exercise any and all other rights conferred therein

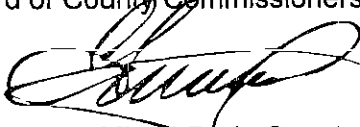
The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.

  
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Abigail Price-Williams  
County Attorney

APW/uw

**Date:** June 4, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Lease Agreement between Miami-Dade County and the Public Health Trust of Miami-Dade County, Florida, located at 1500 NW 12 Avenue, Ninth Floor, Miami, Florida  
Lease No. 01-3135-045-0020-L01

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Lease Agreement (Lease) between Miami-Dade County (County) and the Public Health Trust of Miami-Dade County, Florida (Landlord), for the use of 1500 NW 12 Avenue, Ninth Floor, Miami, Florida (Premises). The County has leased this space since 1987, as a satellite office for the Office of the Miami-Dade Public Defender, 11<sup>th</sup> Judicial Circuit Court of Florida (Public Defender's Office). More specifically, the resolution does the following:

- Authorizes the lease of approximately 25,087 square feet of air-conditioned office space; and
- Authorizes a lease term of four years, with an expiration date of June 30, 2023.

The Lease will become effective on the first day of the month following the effective date of the resolution approving the Lease.

## **Scope**

The Premises is in Commission District 3, which is represented by Chairwoman Audrey M. Edmonson. Written notice of the Lease was provided to the District Commissioner.

## **Fiscal Impact/Funding Source**

The total fiscal impact to the County for the term of the Lease, which includes the total rent, will be \$3,551,497.13. The annual rent for the initial year of the lease term will be \$772,908.00, which is \$30.00 per square foot. The County is required by Article V, Section 14 of the Florida Constitution, to cover costs associated with the leasing of the facilities for the Public Defender's Office, which includes the costs for maintenance, utilities, and the security of the facility. The funding source is the General Fund.

The County is currently paying \$772,908.00 annually, which is \$30.00 per square foot on a month to month basis.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are provided below.

1500 NW 12 Avenue, Miami, Florida – \$31.00 per square foot on an annual basis. Landlord is responsible for all operating costs and expenses.

1571 NW 13 Court, Miami, Florida – \$24.00 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

**Track Record/County Monitor**

The County has no record of negative performance issues with the Landlord. Curtis Waybright of the Internal Services Department is the Lease Monitor.

**Delegated Authority**

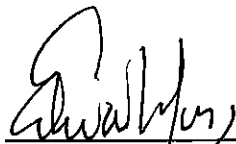
This item authorizes the County Mayor or the County Mayor's designee to execute the attached Lease, and to exercise all other rights conferred therein.

**Background**

The County seeks to enter into the Lease with the Landlord, for the continued operation of the Public Defender's Office. The prior Lease Agreement expired on June 30, 2017, and the County remains in occupancy of the Premises under the holdover provision. Initially, the Landlord was unwilling to renew the Lease because it anticipated selling the entire property to a different entity. The proposed Lease will allow the Public Defender's Office to stay in the Premises until June 30, 2023. The Internal Service Department is currently searching for an alternative location in the Civic Center area to relocate the Public Defender's Office prior to expiration of the Lease.

The County has undertaken a comprehensive evaluation of the Civic Center area in order to improve the services and operations of the County's criminal justice system. The County has retained a consultant to develop the Criminal Courts and Corrections Facilities Master Plan (Master Plan). The Public Defender's space needs will be considered as part of the overall Master Plan process.

Either party can cancel the Lease, upon 90 days' prior written notice to the other party.



Edward Marquez  
Deputy Mayor

**JMT - PUBLIC DEFENDER'S OFFICE  
LEASE AGREEMENT**

This JMT – PUBLIC DEFENDER'S OFFICE LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, an agency and instrumentality of Miami-Dade County, Florida ("Lessor"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lessee").

**WITNESSETH**

WHEREAS, the Lessor has operating control of the building known as the Jackson Medical Towers building, located at 1500 Northwest 12 Avenue, Miami, Florida; and

WHEREAS the Lessee wishes to lease from the Lessor the entire Ninth Floor of East wing of the Jackson Medical Towers building in the manner more particularly set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I**

**LEASED PREMISES**

1.01 The Lessor leases to the Lessee, and the Lessee leases from the Lessor, subject to the terms and conditions of this Lease Agreement, the following described premises, referred to in this Lease as the "Leased Premises."

The Leased Premises is the Ninth Floor of the east wing of the Jackson Medical Towers building, located at 1500 Northwest 12 Avenue, Miami, Florida, which floor consists of approximately 25,087 square feet.

**ARTICLE II**

**PARKING**

2.01 At the Lessor's option, during the lease term, the Lessor may make available to Lessee monthly parking permits for the parking of passenger automobiles in those parking areas designated by the Lessor for the Lessee and its agents. The charge for any permits shall be the prevailing rate charged from time to time by Lessor.

All parking is operated on a non-exclusive self-parking basis. No specified parking space will be allocated for use by Lessee. Each user of the parking facilities will have the right to park in any available stall or space on a first-come-first-serve basis, unless such space is specifically designated or reserved by Lessor or is designated for handicapped parking.

Lessee and its employees shall observe reasonable safety precautions in the use of the parking facilities and shall always abide by all rules and regulations from time to time promulgated by Lessor governing the size of permitted automobiles and the general use of all parking facilities.

Lessor does not assume any responsibility for, and shall not be held liable for any damage or loss to any automobiles or other vehicles parked in the parking facilities or to any personal property located therein, or for any injuries sustained by any person in or about the parking facilities.

### **ARTICLE III**

#### **CHARACTER OF LEASED PREMISES**

3.01 The Lessee accepts the Leased Premises in its "as is" condition. By occupying the Leased Premises, the Lessee acknowledges that the Lessor has complied with all the requirements imposed upon it under the terms of this Lease Agreement. Lessee agrees that in entering into this Lease Agreement, it is governed by its own inspection of the Leased Premises and its own judgment of its desirability for its purposes, and has not been governed or influenced by any representation of Lessor as to the condition or character of the Leased Premises or the building or area in which they sit.

### **ARTICLE IV**

#### **USE OF LEASED PREMISES**

4.01 Lessee shall, throughout the term of this Lease Agreement, use and occupy the Leased Premises solely for general office space and for no other use or purpose whatsoever. Lessee shall not use or occupy the Leased Premises for any unlawful purposes or in any manner that will cause waste, nuisance, or unreasonable annoyance to the Lessor or other occupants of the Jackson Medical Towers building.

Lessee shall comply with all applicable laws, ordinances (including zoning ordinances and land use requirements), rules, regulations and orders of all federal, state and municipal governments and any other public or quasi-public authority having jurisdiction over the Leased Premises or the business activities conducted herein, including particularly, but without limitation, those concerning the use, occupancy and condition of the Leased Premises and all machinery, equipment and furnishings located therein, and of any insurance underwriting board or insurance inspection bureau having or claiming a jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Lessor to write policies of insurance covering the Jackson Medical Towers building and any business activity conducted therein or therefrom. It is expressly understood that if any present or future law, ordinance, regulation or order requires an occupancy permit for the Leased Premises, Lessee will obtain such permit at no cost to the Lessor.

**LEGAL COMPLIANCE**

4.02 The parties agree that this Lease Agreement or any of its terms were not entered into as an inducement or payment for referral of patients by either party to the other. The amounts paid by the Lessee to Lessor have been determined by the parties, through good faith and arms-length bargaining, to be commercially reasonable and consistent with fair market value, and do not include any rebate, kickback, or other reduction in charge.

The parties agree to comply with all applicable laws, including, but not limited to, Stark Law and the Anti-Kickback statutes and regulations. The parties further agree to restructure or amend this Lease Agreement, if necessary, to facilitate such compliance.

**RELOCATION OF TENANT**

4.03 Lessor expressly reserves the right at Lessor's sole cost and expense to remove Lessee from the Leased Premises and to relocate Lessee in some other space of Lessor's choosing of approximately the same dimensions and size within the building. Nothing herein contained shall be constructed to relieve the Lessee or imply Lessee is relieved of the liability for or obligation to pay rent because of this provision of this Lease, the provisions of which shall be applied to the space in which Lessee is relocated on the same basis as said provisions were applied to the Lease Premises from which Lessee is removed. Lessee agrees that Lessor's exercise of its election to remove and relocate Lessee shall not terminate this Lease Agreement or release Lessee in whole or in part from Lessee's obligation to pay the rents and perform the covenants and agreements for the full term of this Lease Agreement.

**ARTICLE V**

**INITIAL TERM**

5.01 The term of this Lease Agreement shall commence on the first day of the month after the approval of the Board of County Commissioners authorizing the Lessee to enter into this Lease Agreement (the "Commencement Date") and shall expire on June 30, 2023 (the "Expiration Date").

**HOLDOVER**

5.02 In the event Lessee remains in the possession of the Leased Premises after the Expiration Date, or sooner termination of this Lease Agreement, and without the execution of a new lease, the Lessee shall be deemed a month-to-month tenant, subject to all conditions of this Lease Agreement, except for rent. The parties recognize and agree that the damage to Lessor resulting from any failure by Lessee to timely surrender possession of the Leased Premises will be substantial, will exceed the amount of the monthly installments of the rent payable under this Lease Agreement, and will be impossible to measure accurately. The Lessee therefore, agrees that if possession of the Leased Premises is not surrendered to Lessor upon the Expiration Date, or

sooner termination of this Lease Agreement, in addition to any other rights or remedies that the Lessor may have under this Lease Agreement, or at law, the Lessee shall pay to Lessor, as holdover rent for each month and for each portion any month during which Lessee holds over in the Leased Premises after the expiration or sooner termination of lease, a sum equal to one hundred three (103%) percent of the aggregate of the portion of the rent that was payable under this Lease Agreement during the last month of the lease term. Nothing herein shall be deemed to permit Lessee to retain possession of the Leased Premises after the Expiration Date, or sooner termination of this Lease Agreement. Lessee shall, subject to the limitation of Section 768.28, Florida Statutes, as amended, defend, indemnify and hold Lessor harmless from any and all liabilities, losses, costs and expenses of any kind suffered by the Lessor as a result of Lessee holding over. The provision of this paragraph shall survive the Expiration Date, or sooner termination of this Lease Agreement.

#### **EARLY TERMINATION**

5.03 The Lessee and Lessor shall have the right to terminate this Lease Agreement, at any time, and for any reason, upon the ninety (90) day prior written notice to the other party. Upon the early termination of this Lease Agreement, this Lease Agreement shall be terminated just as if the Lease Agreement had reached the Expiration Date, and neither party shall continue to have duty or obligation to the other party. Nothing in this Section 5.03 shall operate as a limitation on any of Lessor's rights of termination contained elsewhere in this Lease Agreement.

### **ARTICLE VI**

#### **RENT**

6.01 Throughout the term of this Lease Agreement, the Lessee shall pay to Lessor the rent, as adjusted and set forth below.

The Annual Base Rent during the term of this Lease Agreement shall be the sum of Seven Hundred Seventy-two Thousand Nine Hundred Eight (\$772,908.00) Dollars, which sum shall be payable by Lessee in twelve (12) equal consecutive monthly installments of Sixty-four Thousand Four Hundred Nine (\$64,409.00) Dollars each, on or before the first day of each month, in advance, without abatement, set off or deduction. However, notwithstanding the forgoing, the parties acknowledge and agree that the rent paid by the Lessee, for the month of October, each year, may be paid late, due to the end of the Lessee's fiscal year.

Further, the parties hereby acknowledge and agree that the rent shall remain the same (flat) for each year of this Lease Agreement.

Should the term of this Lease Agreement terminate on a day other than the last day of a calendar month, then the rental for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

#### **TAXES**

6.02 The parties agree that at this time there is no sales tax, in accordance with the State of Florida Sales and Use Tax requirements, under Section 212.031, F.S., and Rule 12A-1.070, Florida Administrative Code, because of the Lessee's status as a government entity.

#### **ADDITIONAL RENT (COMMON AREA FEE) NOT APPLICABLE**

6.03 The Lessee shall not be required to pay to the Lessor any additional sum or amount for the use and/or occupancy of the Leased Premises, otherwise known as a fee for Common Area Maintenance and/or utilities.

#### **PAST DUE RENT**

6.04 The parties agree that the Lessee is not permitted to pay a late fee for any delay in the payment of rent.

#### **SERVICE CHARGE FOR RETURNED CHECK**

6.05 The service charge of the greater of Twenty (\$20.00) Dollars, or five (5%) percent of the returned check will be assessed for handling a returned check.

#### **PAYMENT OF RENT**

6.06 All payments of rent provided for above including adjustment, and penalties shall be made by check payable to the Lessor, at 1500 N.W. 12 Avenue, Suite 103, Miami, Florida, 33136, or to such other person and at such other place as the Lessor may, from time to time, by written notice, designate.

#### **SECURITY DEPOSIT**

6.07 The parties hereby acknowledge and agree that the Lessee shall not be required to pay any type of Security Deposit for the Leased Premises.

#### **ARTICLE VII**



## CONSTRUCTION OF IMPROVEMENTS

7.01 Should the Lessee elect to make leasehold improvement to the Leased Premises, then the Lessee hereby agrees to submit for approval by the Lessor detailed plans and specifications for any leasehold improvements, including substantial changes or alterations to the Leased Premises. Further, the Lessee agrees that it shall make all improvements to the Leased Premises in accordance with all applicable building codes and any applicable zoning laws and ordinances.

The Lessee shall provide, install, and maintain, at no cost to Lessor, all equipment and furnishings required to operate the professional facilities in the Leased Premises described in Section 1.01 hereof.

Any such improvements, including any substantial changes or alterations shall:

- A. be conducted under the supervision of an architect or engineer selected by Lessee and approved by Lessor, in writing, which approval shall not be unreasonably withheld;
- B. be made in accordance with detailed plans and specifications prepared by such architect or engineer and approved, in writing by Lessor, which approval the Lessor hereby agrees shall not be unreasonably withheld. The plans and specifications shall, at a minimum, cover the following matters in connection with the proposed improvements to the Leased Premises:
  - 1. Basic construction and further leasehold improvements.
  - 2. Proposed new equipment and fixtures.
  - 3. Proposed furniture and decor.
  - 4. Proposed signage.
  - 5. Other matters relating to site preparation, including but not limited to drainage, and other required facility improvements.
- C. be made promptly and in good workmanlike manner.
- D. be paid by Lessee fully and promptly.

Lessor shall approve or disapprove, in writing, plans and specifications within thirty (30) days of the submission by Lessee.

Neither Lessee, nor its agents, contractors, or employees shall perform any construction work, including, but not limited to additions, alterations, or any initial partition or installation work, without the prior written approval of Lessor. If such approval is given, Lessee's contractors shall obtain Workmen's Compensation Insurance, Public Liability Insurance, and Property Damage Insurance, all in amounts and with companies and on forms satisfactory to Lessor. Should Lessor utilize its own staff to make any improvements to the Leased Premises, the Lessee shall not be required to secure such insurances. Before proceeding with the improvements, Certificates of Insurance shall be furnished to Lessor.

Lessor shall not be liable for any injury, loss, or damage which may occur to any of Lessee's improvements, including but not limited to, decorations or installations made prior to, or after, the

commencement of the term of this Lease Agreement, unless caused by the negligence of Lessor, its agents or employees.

All additions, alterations, or other improvements made by Lessee shall remain the property of Lessor, and the Leased Premises shall be returned to Lessor in a neat and clean condition, normal wear and tear and damage by fire, the elements or other casualty excepted.

Lessee shall commence construction and installation of Lessee's improvements and fixtures within thirty (30) days after delivery of approved plans of the Leased Premises from the Lessor.

Lessee further agrees that in connection with the contemplated construction, Lessee shall obtain such insurance and post such bonds as the Lessor may require to ensure:

- A. that the Lessor shall be adequately protected and indemnified against damages resulting from the construction;
- B. that the construction contract shall be performed and completed in a timely manner; and
- C. that all material, suppliers, and subcontractors shall be promptly paid.

All changes and alterations made by the Lessee to the Leased Premises shall belong to the Lessor.

Lessee shall maintain the Leased Premises in a clean and orderly condition during construction. Lessee shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris and flammable waste from the Jackson Medical Towers building daily and by methods approved by and acceptable to the Lessor. Lessee shall contain all materials, equipment, fixtures, merchandise, shipping containers and debris within the Leased Premises, and at no time during the construction period shall Lessee's contractor use any building facility for trash removal.

## **VIOLATIONS**

7.02 In the event Lessee is notified of any violations of codes, ordinances or regulations not attributable to the Lessor's work or acts, either by the jurisdictional authorities or by the county, Lessee shall correct such violations after three (3) days' notice, unless a greater amount of time is necessary to cure such violations.

## **REMEDIES FOR LESSEE'S FAILURE OR DELAY TO SUBMIT PLANS OR PERFORM WORK**

7.03 If Lessee fails or omits to make timely submission to the Lessor of any plans or specifications, or delays in submitting or supplying information, or in giving authorizations, or in performing or completing Lessee's work, or fails to open for business on the Commencement Date,

the Lessor, in addition to any other right or remedy it may have at law or in equity, may pursue any one or more of the following remedies:

- A. Until Lessee shall have commenced Lessee's work, the Lessor may give Lessee a 30-day notice, describing with specificity the failure, omission, or delay, and stating that if such matter is not cured by the date therein stated, this Lease Agreement shall on the date stated in such notice, be canceled and/or otherwise terminated without prejudice to the Lessor's rights hereunder, unless such failure, omission, or delay cannot be remedied in thirty (30) days, then the Lessee shall have a reasonable amount of time to cure such failure, omission, or delay.
- B. Upon the Lessee's failure to complete any improvements, the Lessor may, after written notice of its intention to do so, at Lessee's cost and expense, proceed with the completion of any such plans or specifications of Lessee's work, as the case may be, and such performance by the Lessor shall have the same effect hereunder as if the desired plans, specifications, information, approval, authorization, work or other action by Lessee had been done as herein required. For such purpose, the Lessor may enter upon the Leased Premises and take possession thereof and of all materials, appliances and equipment thereon and employ such other contractors and subcontractors, as it may elect, to complete Lessee's work. Lessee shall indemnify and hold the Lessor harmless from any liability that may be incurred thereby to Lessee's contractor or subcontractors.

In exercising any of the foregoing remedies, the Lessor shall be entitled to retain and have recourse to any bond or deposit provided by Lessee.

### ARTICLE VIII

#### **MAINTENANCE OF LEASED PREMISES**

8.01 The Lessee shall keep the Leased Premises in good order, condition, and repair. The Lessee, at its sole cost and expense, shall promptly repair and replace all glass windows or doors and other plate glass in the Leased Premises in the event of damage or destruction unless caused by the negligent act of Lessor, its agents, or employees. The Lessor shall be required to make all structural repairs to the Leased Premises, as well as repairs to the plumbing, HVAC, and utilities in the Leased Premises.

If Lessee refuses or neglects to maintain the Leased Premises, as required hereunder and to the satisfaction of Lessor, then, after thirty (30) days written demand by Lessor, or if impossible to complete within thirty (30) days, then for a reasonable amount of time thereafter, the Lessor, in addition to any and all other available remedies, may make repairs to the Leased Premises without liability to Lessee for any reasonable loss or damage that may accrue to Lessee's merchandise,

fixtures, or other property, or to Lessee's business by reason thereof, and upon completion, Lessee shall pay Lessor's cost for making such repairs plus twenty (20%) percent for overhead, upon presentation of bill thereof.

Lessee shall not be responsible and shall in no event undertake to repair, or in any manner alter the exterior walls, steel frame, roof structural portion and underground utility lines of the Leased Premises and building of which the same are a part, or any utility line serving the Leased Premises but located outside same.

Lessee will notify Lessor, in writing, of any deficiency requiring repair or replacement. Lessor will not be held liable or responsible for any deficiencies if not notified, except to the extent that Lessor has actual knowledge of deficiency.

Lessee agrees that it promptly will comply with all ordinances, regulations and mandates of any competent governmental agency for the prevention, correction and abatement of nuisances relating to Lessee's use of the Leased Premises in or upon or connected with the Leased Premises during the term of this Lease Agreement, all at Lessee's sole expense and cost.

Upon expiration of the tenancy created by this Lease Agreement, the Lessee shall surrender the Leased Premises in a neat, clean, and habitable condition, reasonable wear and tear and damage by fire, the elements or other casualty excepted.

#### **LESSOR'S REQUIREMENTS TOWARD LEASED PREMISES**

8.02 The Lessor shall provide within the Leased Premises routine janitorial services in a manner consistent with the janitorial services plan for Jackson Medical Towers as such services plan may be modified from time to time by Lessor, provided, however, that such services plan shall include trash service, floor cleaning, dust mitigation, and the cleaning of public toilets and corridors.

#### **ARTICLE IX**

#### **FACILITY REPAIRS, ALTERATIONS AND ADDITIONS BY THE LESSOR**

9.01 The Lessor shall have the absolute right, without limitations, to make any repairs, alterations, and additions to any structures and facilities in the Jackson Medical Towers building, Jackson Memorial Hospital Complex, including the Leased Premises leased under this Lease Agreement, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations and additions.

#### **ARTICLE X**

#### **VARIOUS COVENANTS OF LESSEE**

10.01 In addition to those other covenants and agreements of the Lessee contained in other sections of this Lease Agreement, the Lessee, at its sole cost shall provide the Leased Premises with the following, if needed:

- A. all internal construction;
- B. all internal finishing's such as ceilings, wall decorations, furnishings, including Lessee identification and signage, subject to proper approval of the Lessor;
- C. all operating equipment;
- D. all plumbing fixtures;
- E. Lessee's own telecommunications;
- F. Lessee will modify existing fire protection sprinkler system (provided by Lessor) to satisfy any new office lay out.

#### **LESSOR APPROVAL**

10.02 The Lessee shall obtain prior written approval from the Lessor in all of the above matters. Further, it is understood by the Lessee that should any of the above items be disapproved, Lessee will offer alternatives. The Lessor shall be allowed thirty (30) days to reach a decision in any of the above matters, and failure to do so within such period of time shall constitute approval.

#### **CONDUCT OF LESSEE'S SERVICES**

10.03 Lessee shall reasonably control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives, and customers and patrons, and upon objection of the Lessor concerning the conduct, demeanor or appearance of any such person, Lessee shall take all necessary steps to correct the cause of such objection.

Lessee shall take good care of said Leased Premises, shall use the same in a careful manner and shall, at its own cost and expense, keep and maintain the same in constant good and substantial condition and repair, and upon expiration of this Lease Agreement, or its termination in any manner, shall deliver said Leased Premises to the Lessor in as good condition as the same shall be at the commencement of this Lease Agreement, loss by fire or other casualty and ordinary wear and tear being the only exceptions.

#### **CONDUCT OF LESSEE'S BUSINESS**

10.04 The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb or be offensive to customers or patrons, or others in the Jackson Medical Towers building.

**LIENS**

10.05 The Lessee agrees not to suffer the estate of the Lessor in the Leased Premises at any time during the same term to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified the Lessor against all such liens, charges and encumbrances, it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the estate of the Lessor on the Leased Premises.

In accordance with the applicable provisions of the Florida Mechanics' Lien Law and specifically Florida Statute 713.10, no interest of Lessor shall be subject to liens for improvements made or caused to be made by Lessee. Lessee, with respect to improvements or alterations made or caused to be made by it, shall promptly notify its contractor(s) of this provision, exculpating Lessor from liability for such liens.

**INSPECTION**

10.06 Lessee agrees to permit the Lessor, or Lessor's agents, to enter Leased Premises at any reasonable time during normal business hours and in emergency situations for the purpose of making reasonable inspections and repairs, however, the Lessor, as well as any employee, agent or vendor of Lessor, shall be escorted through the Leased Premises, and only to the extent that such escort shall not interfere with Lessor's execution of its rights or other obligations in this Lease Agreement. Door locks may not be changed, or additional door locks installed without the prior written approval of the Lessor. Entrance door keys shall be provided to the Lessor for emergency access.

**SIGNS**

10.07 Lessee must obtain written approval from Lessor prior to erecting any signs. Lessor may, at its option, order and have the signs installed at the expense of the Lessee. No painting of signs shall be permitted directly to the masonry. Lessee fully understands that the Lessor may remove, without notice, any signs in violation of this Lease Agreement. At the termination of this Lease Agreement, at Lessee's sole expense, Lessee shall remove all signs and restore the building's masonry paint to its original state.

**TAXES**

10.08 Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Leased Premises, its improvements and its operations under the Lease Agreement, provided, however that Lessee shall not be deemed to be in default of its obligations under this Lease Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes.

## **HAZARDOUS MATERIALS**

10.09 Lessee shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste in or about the Leased Premises or the Jackson Medical Towers building, except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all government authorities having jurisdiction, the applicable board of insurance underwriters, and the Rules and Regulations of the building. In no event shall hazardous or toxic materials or medical waste be disposed of in or about the Leased Premises or the building. Lessee shall obtain and maintain, throughout the term of this Lease Agreement, all licenses and permits required in connection with Lessee's activities involving hazardous or toxic materials or medical waste. Lessee represents and warrants that the Lessee, its vendors, agents and invitees shall at all times during the term of this Lease Agreement be in compliance with all toxic waste regulations. Lessee shall indemnify, defend and hold Lessor, its agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys' fees and costs through appeal) arising out of or in connection with any breach of this Article. This indemnity shall survive the expiration or termination of this Lease Agreement.

10.10 Radon is a naturally occurring naturally active gas that, when accumulated in a building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed State of Florida guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## **DELIVERIES AND GARBAGE REMOVAL**

10.11 Lessee agrees that all receiving and delivery of goods and merchandise and all removal of garbage and refuse shall be made only by the way of the service areas and rear doors provided for such purposes. Lessor grants to Lessee the right during the lease term to use, in common with others entitled to their use, such service areas and corridors subject to such reasonable regulations as Lessor may make from time to time.

## **ARTICLE XI**

### **LESSOR'S COVENANTS**

11.01 Lessor shall maintain and keep in good repair and in clean condition the exterior of the Jackson Medical Towers building, as well as all common and parking areas. Lessor further agrees, during the entire term of this Lease Agreement, and any extension(s) thereof, to maintain and keep in good order and repair the exterior walls, steel frame, roof structural portion, public washrooms and underground utility lines of the Leased Premises, and the Jackson Medical Towers building of

which the same are a part, and all utility lines serving the Leased Premises but located outside the same.

Lessor shall provide the Lessee, and the Lessee's employee, agents, vendors, patrons and other invitees, including suppliers of services and furnishers of materials, the right of ingress and egress to and from the Leased Premises subject to the rules and regulations governing the use of the Leased Premises in the Jackson Medical Towers building, if any.

Lessor shall provide and maintain in a timely fashion all utilities within the Leased Premises, including drains, air conditioning, plumbing and electrical lines, services and outlets.

Lessor has good title to the Jackson Medical Towers building and Leased Premises, free and clear of all liens, encumbrances, tenancies and restrictions. Lessor warrants and will defend the title thereto and will indemnify Lessee, subject to the limitations of Section 768.28, Florida Statutes, as amended, against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description herein of the Leased Premises. In the event Lessor is unable to deliver clear title to the Leased Premises to the Lessee, free of all restrictions which interfere with Lessee's intended use, Lessee may terminate this Lease Agreement.

## ARTICLE XII

### **DISABLED INDIVIDUALS**

12.01 The Lessee understand, recognizes, and warrants that all leased areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1991 (the "ADA") and Chapter 553 of the Florida Statutes.

The Lessor further warrants that the Leased Premises and access thereto, including, but not limited to restrooms, hallways, entryways to the street, and accessible parking will be brought into compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 255.21 of the Florida Statutes.

## ARTICLE XIII

### **SMOKE-FREE POLICY**

13.01 All Public Health Trust buildings are smoke-free by State of Florida laws and Miami-Dade County ordinance, and also by accrediting organization requirements. Therefore, no smoking will be allowed in the Jackson Medical Towers building. It is the responsibility of the Lessee to post appropriate signage.

## ARTICLE XIV



## **INSURANCE**

14.01 The parties hereby acknowledge and agree that the Lessee is self-insured. The Lessee shall not be required to secure and/or maintain any particular insurance regarding the use and/or occupancy of the Leased Premises.

## **BONDS**

14.02 The Lessee shall obtain and deliver to the Lessor, not less than ten (10) days prior to the anticipated commencement of any construction and/or improvements provided for under this Lease Agreement, a payment and performance bond with a surety meeting the qualifications set forth above for insurers, in favor of the Lessor, which bond is required in accordance with Section 255.05 of the Florida Statutes. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion.

## **ARTICLE XV**

### **DAMAGE OR DESTRUCTION BY CASUALTY**

15.01 If by fire or other casualty, the Leased Premises is totally damaged or destroyed, or the Jackson Medical Towers building is partially damaged or destroyed to the extent of twenty-five (25%) percent or more of the replacement cost thereof (even though the Leased Premises may not be damaged), either Lessor or Lessee will have the option of terminating this Lease Agreement, or any renewal thereof, by serving written notice upon the other party within one hundred and eighty (180) days from the date of the casualty and any prepaid rent will be prorated as of the date of destruction and the unearned portion of such rent will be refunded to Lessee without interest.

If by fire or other casualty, the Leased Premises is damaged or partially destroyed to the extent of twenty-five (25%) percent or more of the replacement cost thereof and the provisions of the paragraph above are not applicable, then (i) if the unexpired lease term is less than two (2) years, excluding any theretofore unexercised renewal option, Lessor may either terminate this lease by serving written notice upon Lessee within twenty (20) days of the date of destruction or Lessor may restore the Leased Premises, or (ii) if the unexpired lease term is more than two (2) years, including any previously exercised renewal option, Lessor will restore the Leased Premises.

If by fire or other casualty, the Leased Premises are damaged or partially destroyed to the extent of less than twenty-five (25%) percent of the replacement cost thereof and the unexpired lease term, including any previously exercised renewal option is more than two (2) years and the provisions of Article XVI Section 16.01 are not applicable, then Lessor will restore the Leased Premises.

In the event of restoration by Lessor, all Base Rent paid in advance shall be apportioned as of the date of damage or destruction and all such Base Rent as above described thereafter accruing shall be equitably and proportionately adjusted according to the nature and extent of the destruction or damage, pending substantial completion of rebuilding, restoration or repair. In the event the destruction or damage is so extensive as to make it unfeasible for Lessee to conduct Lessee's business in the Leased Premises, rent under this lease will be completely abated until the Leased Premises are substantially restored by Lessor or until Lessee resumes use and occupancy of the Leased Premises, whichever shall first occur. Lessor will not be liable for any damage to or any inconvenience of Lessee or any of Lessee's agents occasioned by fire or other casualty unless caused by the intentional or negligent act or omission of Lessor, its agents, or employees.

Said restoration, rebuilding or repairing will be at Lessor's sole cost and expense, subject to the availability of applicable insurance proceeds. Lessor shall have no duty to restore, rebuilt or replace Lessee's personal property and trade fixtures. Notwithstanding anything to the contrary in this Lease Agreement, including, but not limited to this paragraph, Lessor's obligation(s) to repair, rebuild or restore the building or the Leased Premises shall exist only to the extent of insurance proceeds received by Lessor in connection with the condition or event which gave rise to Lessor's obligation to repair, rebuild or restore.

## ARTICLE XVI

### **DEFAULT AND TERMINATION**

16.01 If (other than by reason of fire or other casualty or condemnation) Lessee vacates or abandons the Leased Premises prior to the expiration of the lease term; or (2) if Lessee fails to fulfill any material terms or conditions of this Lease Agreement; or (3) if any execution or attachment is issued against Lessee or any of Lessee's property resulting in the Leased Premises or any part thereof being taken or occupied by someone other than Lessee; or (4) if Lessee should file a voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for other relief under any present or future statute, law or regulation relating to involuntary petition in bankruptcy filed against it; or (5) if Lessee shall permit, allow or suffer to exist, beyond the applicable cure period, any lien, judgment, writ, assessment, charge, attachment or execution upon Lessor's or Lessee's interest in this Lease Agreement or the Leased Premises and/or the fixtures, improvements and furnishings located thereon; then, in any such case, Lessee shall be deemed to have committed a default.

### **LESSEE'S GRACE PERIOD ON DEFAULT**

16.02 With the exception of the rent for the month of October, if any installment of Base Rent is not paid within ten (10) business days after notice from Lessor, the Lessor shall have such default

remedies as are provided under this Lease Agreement and under the laws of the State of Florida. When Lessor serves a written notice to Lessee specifying the nature of any other default, and if the default remains uncured (i) for ten (10) days after the giving of such notice if the default involves the non-payment of money (other than Base Rent), or (ii) for thirty (30) days after the giving of such notice if such default does not involve the non-payment of money (or if the non-monetary default is of a nature that it cannot be completely cured within said thirty (30) day period and if steps have not been diligently commenced to cure it within such thirty (30) day period and are not thereafter with reasonable diligence and in good faith continued to cure the default), Lessor shall have such default remedies as are provided under this Lease Agreement and under the laws of the State of Florida.

### **LESSOR'S REMEDIES FOR LESSEE'S DEFAULT**

16.03

**A. LESSOR'S OPTIONS:**

If Lessee is in default under this Lease Agreement, Lessor may, at its option, in addition to such other remedies, and only after judicial adjudication:

1. terminate this Lease Agreement and Lessee's right of possession;
2. terminate Lessee's right to possession, but not this Lease Agreement; and in any event proceed in accordance with any and all provisions of subparagraphs B and C below as Lessor may elect and as permitted under law.

**B. LESSOR'S REMEDIES:**

1. Lessor may, after judicial adjudication, without further notice, re-enter the Leased Premises and dispossess Lessee of the Leased Premises, and remove their effects and hold the Leased Premises as if this Lease Agreement had not been made; and/or
2. All Base Rent for the balance of the lease term will become immediately due thereupon and be paid, together with all expenses of every nature which Lessor may incur such as (by way of illustration and not limitation) those for attorneys' fees, brokerage, and putting the Leased Premises in good order or preparing them for re-rental; and/or
3. Lessor may re-let the Leased Premises or any part or parts thereof, either in the name of Lessor or otherwise, for a term or terms which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the lease term, and may grant concessions or free rent or charge a higher rental than that reserved in this lease; and/or

4. Lessee or its legal representative(s) will also pay to Lessor any deficiency between the Base Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease(s) of the Leased Premises for each month of the period which would otherwise have constituted the balance of the lease term.

**C. OTHER LESSOR RIGHTS:**

1. The failure or refusal of Lessor to re-let the Leased Premises or any part or parts thereof will not release or affect Lessee's liability for damages. In computing such damages as described in clause B (4) above, there will be added to said deficiency all expenses referred to in clause B (2) above. Any such damages will be paid in monthly installments on the days specified in this Lease Agreement for payment of the monthly installment of the Base Rent and any suit brought to collect the amount of the deficiency for any month will not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.
2. Lessor, in putting the Leased Premises in good order or preparing the same for re-rental may, at Lessor's option, make such alterations, repairs, replacements and/or decorations in and to the Leased Premises as Lessor, in its sole judgment, may then consider advisable or necessary, without releasing Lessee from liability hereunder as aforesaid.
3. Lessor will in no event be liable in any way whatsoever for failure to re-let the Leased Premises, or, if the Leased Premises is re-let, for failure to collect the rent under such re-letting, and in no event will Lessee be entitled to receive the excess, if any, of such net rents collected over the sums payable by Lessee to Lessor hereunder. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws.
4. Notwithstanding any contrary provision of this lease, in the event of any breach or default by Lessee, Lessor, at its election (and without waiving any other rights and remedies available to it), may bring a legal or equitable action or proceeding against Lessee to enforce compliance with the monetary and/or non-monetary provisions hereof.

**D. LESSOR'S RIGHT TO PERFORM FOR LESSEE'S ACCOUNT:**

1. If Lessee fails to observe or perform any term or condition of this Lease Agreement for thirty (30) days after written notice to Lessee by Lessor (or if observance or performance cannot completely be performed within thirty (30) days, and if Lessee does not within such period diligently commence

same and with reasonable diligence and in good faith proceed to effect such observance or performance), Lessor may immediately or at any time thereafter perform the same for the account of Lessee.

2. If Lessor makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Lessee's account (including reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through appeal), the sums paid or obligations incurred, with interest at six percent (6%) per annum, will be paid by Lessee to Lessor within ten (10) days after rendition of a bill or statement to Lessee. If Lessee, in the performance or non-performance of any term or condition of this Lease Agreement, should cause an emergency situation to occur or arise within the Leased Premises or elsewhere on Lessor's property, Lessor will have all rights set forth in this paragraph, and Lessee will be obligated hereunder, without the necessity of prior notice to Lessee.

#### **ARTICLE XVII**

#### **ASSIGNMENT AND SUBLETTING**

17.01

**A. PRIOR WRITTEN CONSENT:**

Except as otherwise stated in this Lease Agreement, the Lessee agrees not to assign, mortgage, pledge, or encumber this Lease Agreement, or any interest herein, nor to sublet the Leased Premises, in whole or in part, nor permit the Leased Premises, or any part thereof, to be used or occupied by others, intentionally or by operation of law, without the prior consent in writing of Lessor.

**B. LESSEE'S RIGHT TO SUBLET, ASSIGN, OR TRANSFER LEASED PREMISES TO THE OFFICE OF THE PUBLIC DEFENDER:**

The parties hereby acknowledge and agree that despite the foregoing requirements regarding the Lessor's right to approve any sublease, assignment, or other transfer of this Lease Agreement by the Lessee, the Lessee shall have the right to sublease, assign, or otherwise transfer this Lease Agreement to the Office of the Public Defender, Eleventh Circuit of Florida, without the prior written consent of the Lessor. Such sublease, assignment, or other transfer of this Lease Agreement by the Lessee to the Office of the Public Defender, shall be permitted at any time during the term of this Lease Agreement, and for any length of time.

**ARTICLE XVIII**

**QUITE ENJOYMENT**

18.01           The Lessee, subject to the terms and provisions of this Lease Agreement, upon payment of the rent, and other payments provided for herein, if any, and observing, keeping and performing all of the terms and provisions of this Lease Agreement on Lessee's part to be observed, kept and performed, the Lessee shall lawfully, peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Lessor.

**ARTICLE XIX**

**RULES AND REGULATIONS**

19.01           The Lessee will observe and reasonably comply with all rules and regulations adopted by the Lessor and obey all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction which may be applicable to Lessee's operations under this Lease Agreement. Lessor agrees to present all rules and regulations to the Lessee at least thirty (30) days in advance of placing such rules and regulations into effect.

**ARTICLE XX**

**INDEMNIFICATION**

20.01           Lessee does hereby agree to indemnify and hold harmless Lessor to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby Lessee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof which, when totaled with all other occurrence, exceed the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of Lessee. However, nothing herein shall be deemed to indemnify Lessor from any liability or claim arising out of the negligent performance or failure of performance of Lessor or any unrelated third party.

Notwithstanding any other provision in this Lease Agreement, in the event of any court action arising out of this Lease Agreement, each party shall be solely responsible for its own attorneys' fees and other costs and expenses associated with such matter.

All personal property placed or moved into the Leased Premises will be at the risk of the Lessee or those claiming under the Lessee. Lessor will not be liable to Lessee, or others for any damage

to person or property arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, any act or omission of any co-lessee or occupant of the building or of any other person, or otherwise. However, the foregoing will not relieve Lessor of liability for damage or injury resulting solely from Lessor's negligence or willful misconduct. In no event will Lessor be liable for consequential damages to Lessee or any of Lessee's agents.

Lessor shall indemnify and hold harmless Lessee and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Lessee or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of or relating to or resulting from the performance of this Lease Agreement by Lessor or its employees, agents, servants, partners, principals or subcontractors. Lessor 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 Lessee, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby Lessor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof which, when totaled with all other claims or judgments paid by Lessor arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of Lessor.

#### ARTICLE XXI

##### **ESTOPPEL STATEMENT**

21.01 Lessee agrees that from time to time, upon not less than thirty (30) days prior request by Lessor, Lessee will deliver to Lessor a statement in writing certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease Agreement as modified in the full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Lessor is not in default under any provisions of this Lease Agreement, or, if in default, the nature thereof in detail.

#### ARTICLE XXII

##### **TIME OF ESSENCE**

22.01 It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease Agreement.

### ARTICLE XXIII

#### **ENTIRE AGREEMENT**

23.01 This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Lessor and Lessee. No surrender of the Leased Premises, or of the remainder of the terms of this Lease Agreement, shall be valid unless accepted by Lessor in writing. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representation, and prior written or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

### ARTICLE XXIV

#### **FORCE MAJEURE**

24.01 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, hurricanes, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome. Lack of money shall not be deemed force majeure.

### ARTICLE XXV

#### **INSPECTOR GENERAL REVIEWS**

25.01 **A. Independent Private Sector Inspector General.** Pursuant to the Code of Miami-Dade County, Resolution # R-516-96, and Miami-Dade County Administrative Order 3-20, and in connection with the parties entering into this Lease Agreement, the Lessor has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG") whenever the Lessor deems it appropriate to do so. Upon written notice from the Lessor, the Lessee shall make available, to the IPSIG retained by the Lessee, all requested records and documentation pertaining to this Lease Agreement, for inspection and copying. The Lessee will be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee's fees for the work under this Lease Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein shall, apply to the Lessee, its officers, agents, employees and assignees.



Nothing contained in this provision shall impair any independent right of the Lessor to conduct, audit, or investigate the operations, activities and performance of the Lessee in connection with this Lease Agreement. The terms of this provision are neither intended nor shall the Lessee construe them to impose any liability on the Lessor.

**B. Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all the Lessor's contracts. This random audit is separate and distinct from any other audit by the Lessor. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Lessor under this Lease Agreement may be assessed one quarter (1/4) of one (1%) percent of the total amount of the payment, to be deducted from each progress payment, if any, as the same becomes due unless, as stated in the special conditions to Section 2-1076, unless this Lease Agreement is federally or state funded where federal or state law or regulations preclude such a charge. The Lessee shall, in stating its agreed process, be mindful of this possible assessment, which will not be separately identified, calculated or adjusted in the Lessee's proposal. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate Miami-Dade County affairs and empowered to review past, present and proposed Miami-Dade County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, proposal specifications, proposal submittals, activities of the Lessee, its officers, agents and employees, lobbyists, Miami-Dade County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Lessee, the Lessee shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Lessee's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of this Lease Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and lease documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance

proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforementioned documents and records.

The Lessee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this Lease Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Lease Agreement or for any longer period required by statute or by other clauses of this Lease Agreement. In addition:

1. If this Lease Agreement is completely or partially terminated, the Lessee shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Lessee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Lease Agreement until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Lessee, its officers, agents, employees, subcontractors and suppliers. The Lessee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Lessee in connection with the performance of this Lease Agreement. Nothing in this section shall impair any independent right to Miami-Dade County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on Miami-Dade County by the Lessee or third parties.

Exception: The above mentioned possible application of one quarter (1/4) of one (1%) percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one (1%) percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

#### ARTICLE XXVI

26

## ABANDONMENT

26.01 If during the term of this Lease Agreement, the Lessee abandons, vacates or removes from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on said Leased Premises, or shall cease doing business in said Leased Premises, Lessor may at its option cancel the Lease Agreement without being liable in any way therefore and re-let the Leased Premises with or without any furniture that may be therein, as agent for Lessee, at such price and upon such terms and for such duration of time as Lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due, and if the full rental herein provided shall not be realized by the Lessor over and above the expenses to the Lessor of such re-let Lessor shall pay any deficiency.

## ARTICLE XXVII

### NOTICES

27.01 Any notices submitted or required by this Lease Agreement shall be in writing and shall be delivered by hand, overnight mail by an authorized overnight mail carrier or sent by registered or certified mail and addressed to the parties as follows:

**To the Lessor:** Public Health Trust Miami Dade County, Florida  
1500 N. W. 12th Avenue, Suite 816E  
Miami, Florida, 33136  
Attention: Real Estate Services

**To the Lessee:** Miami-Dade County  
Internal Services Department  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128  
Attention: Director

**With a copy to:** County Attorney's Office  
Miami-Dade County  
111 N.W. First Street, 28<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: County Attorney

**With a copy to:** Office of The Public Defender  
Attn: La Eatrice D. McMurray  
Bennett H. Building  
1320 NW 14<sup>th</sup> Street  
Miami, FL 33125

or to such other address as either party may designate in writing. Notices are deemed delivered upon receipt.

## ARTICLE XXVIII

### **NON-DISCRIMINATION**

28.01 The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Leased Premises, no person, on the grounds of race, sex, age, color, national origin, or physical handicap, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.
- B. In the construction of any improvements on, over, or under such land, and in the furnishings of services thereon, no person, on the grounds of race, color, sex, age, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. The Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Part 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- D. In the event of breach of any of the above non-discrimination covenants, the Lessor shall have the right to terminate this lease and to avail itself of any of the remedies set forth herein for default of this Lease Agreement. This provision shall not be effective until the procedures of Title 45, Code of Federal Regulations, Part 80 are followed and completed, including exercise or expiration of appeal rights.
- E. The Lessee shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of age, sex or physical handicap, except where based on a bona fide occupation qualification or because of marital status, race, color, religion, national origin, or ancestry. The Lessee is not responsible for discrimination against the physically handicapped employee or applicant for employment if the Lessor fails to provide facilities which meet the requirements of Section 504.

**ARTICLE XXIX**

**GENERAL PROVISIONS**

29.01 Both parties agree that this Lease Agreement contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking, except those stated within.

After the execution hereof, no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

Both parties agree that the article headings and index contained in this Lease Agreement are included for convenience only, and that said headings form no substantive part of this Lease Agreement.

In no event shall the Lessee and its respective officers, directors, trustees, agents, employees or servants be considered to be officers, trustees, directors, commissioners, agents, servants or employees of the Lessor.

Parties agree that this Lease Agreement shall be governed by the laws of the State of Florida, and that venue for any dispute(s) arising out of this agreement shall be the County of Miami-Dade.

If any provision of this Lease Agreement shall be held void or unenforceable, the remaining provisions shall continue in full force and effect their validity being unaffected.


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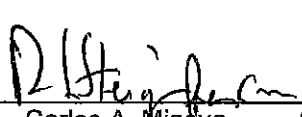
[ONLY THE SIGNATURE PAGE FOLLOWS]

WHEREFORE, the parties hereto have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

LESSOR

THE PUBLIC HEALTH TRUST MIAMI-DADE COUNTY

ATTEST: 

BY:   
Carlos A. Nigoya  
President & CEO 2/6/19

LESSEE

MIAMI-DADE COUNTY

ATTEST: \_\_\_\_\_

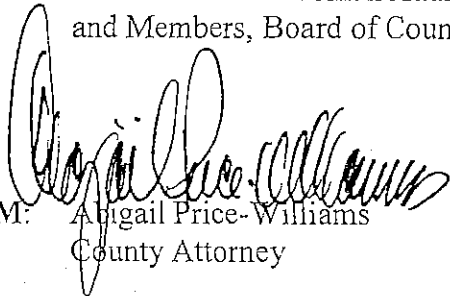
BY: \_\_\_\_\_  
\_\_\_\_\_  
Title



MEMORANDUM  
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

DATE: June 4, 2019

FROM:   
Abigail Price-Williams  
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

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
- Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_) 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)(2)  
6-4-19

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FOR THE PREMISES LOCATED AT 1500 NW 12 AVENUE, MIAMI, FLORIDA TO BE UTILIZED BY THE OFFICE OF THE MIAMI-DADE PUBLIC DEFENDER 11TH JUDICIAL CIRCUIT COURT OF FLORIDA, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$3,551,497.13 FOR A TERM OF FOUR YEARS WITH AN EXPIRATION DATE OF JUNE 30, 2023; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, The Public Health Trust of Miami-Dade County owns certain property located at 1500 NW 12 Avenue, Ninth Floor, Miami, Florida; and

**WHEREAS**, Miami-Dade County (the "County") desires to lease the premises located at 1500 NW 12 Avenue, Ninth Floor, Miami, Florida consisting of approximately 25,087 square feet (the "Premises"), to be utilized as a satellite office for the Office of the Miami-Dade Public Defender 11th Judicial Circuit Court of Florida (Public Defender's Office); and

**WHEREAS**, this Board desires to accomplish the purpose 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 into this resolution and are approved.



**Section 2.** This Board hereby approves the Lease Agreement between the County and the Public Health Trust of Miami-Dade County for the Premises to be utilized for a satellite office of the Public Defender's Office, with a total cost to the County estimated to be \$3,551,497.13, for the term of the Lease Agreement, attached to accompanying memorandum, and authorizes the County Mayor or the County Mayor's designee, to take all actions necessary to effectuate the Lease Agreement, to execute same for and on behalf of Miami-Dade County, and to exercise all other provisions contained therein. The County Mayor is further directed to provide a copy of the Lease Agreement to the Property Appraiser in accordance with Resolution No. R-791-14.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 4<sup>th</sup> day of June, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.

JRA

Juliette R. Antoine