

MEMORANDUM

Agenda Item No. 14(A)(14)

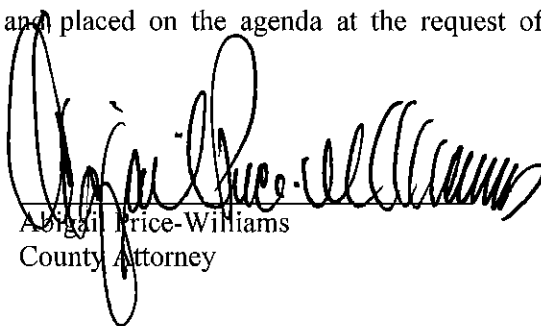
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the sublease of 180 square feet of office space located at the Republic Square II Building, 660 North Capitol Street, NW, Suite 419, Washington, D.C. between Miami-Dade County as a sublessee and the National Association of Counties, as sublessor, for premises owned by 660 North Capital Street Property LLC and to be used by the Miami-Dade County Board of County Commissioners Office of Intergovernmental Affairs ("OIA") for a term of six years for a total rent amount of \$77,613.00 plus County's proportionate share of certain operating expenses estimated not to exceed \$1,000.00 annually; directing the County Mayor to negotiate and finalize the terms of the Sublease Agreement and to negotiate the termination of the current OIA Sublease; directing the County Mayor to execute Sublease Agreement after finalization, to exercise any rights conferred therein, to perform all acts necessary to effectuate same, and to execute any necessary documents with respect to the termination of the current OIA Sublease, all subject to certain conditions

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM
(Revised)

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

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(14)

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. 14(A)(14)

7-23-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE SUBLEASE OF 180 SQUARE FEET OF OFFICE SPACE LOCATED AT THE REPUBLIC SQUARE II BUILDING, 660 NORTH CAPITOL STREET, NW, SUITE 419, WASHINGTON, D.C. BETWEEN MIAMI-DADE COUNTY AS A SUBLESSEE AND THE NATIONAL ASSOCIATION OF COUNTIES, AS SUBLESSOR, FOR PREMISES OWNED BY 660 NORTH CAPITAL STREET PROPERTY LLC AND TO BE USED BY THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF INTERGOVERNMENTAL AFFAIRS (“OIA”) FOR A TERM OF SIX YEARS FOR A TOTAL RENT AMOUNT OF \$77,613.00 PLUS COUNTY’S PROPORTIONATE SHARE OF CERTAIN OPERATING EXPENSES ESTIMATED NOT TO EXCEED \$1,000.00 ANNUALLY; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO NEGOTIATE AND FINALIZE THE TERMS OF THE SUBLEASE AGREEMENT AND TO NEGOTIATE THE TERMINATION OF THE CURRENT OIA SUBLEASE; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SUBLEASE AGREEMENT AFTER FINALIZATION, TO EXERCISE ANY RIGHTS CONFERRED THEREIN, TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME, AND TO EXECUTE ANY NECESSARY DOCUMENTS WITH RESPECT TO THE TERMINATION OF THE CURRENT OIA SUBLEASE, ALL SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on June 4, 2013, this Board, pursuant to Resolution No. R-460-13, approved the execution of a sublease agreement for 973 square feet of office space located at the Hall of States Building, 444 North Capitol Street, N.W., Suite 370, Washington D.C. with State Services Organization, Inc. for a term which expires on January 31, 2020 (the “Existing Sublease”); and

WHEREAS, this office space has been occupied by the County's Office of Intergovernmental Affairs ("OIA"), but the OIA has now determined that it requires less office space due to a reduction in staff; and

WHEREAS, the term of the Existing Sublease expires on January 31, 2020 and the County currently pays \$5,313.88 per month for the leased space; and

WHEREAS, the National Association of Counties ("NACo"), a Delaware not-for-profit corporation, has entered into a lease with its Landlord, 660 North Capitol Street Property, LLC, for space located at the Republic Square II Building, 660 North Capitol Street, N.W., Suite 419, Washington, D.C., and is willing to enter into a new sublease agreement with the County for less space at a substantially reduced annual rental payment (the "New Sublease"); and

WHEREAS, the New Sublease would be for 180 square feet of space, and will commence on September 1, 2019, and expire on August 31, 2025, for a total base rent during the six-year term of \$77,613.00; and

WHEREAS, the proposed rental rate for the New Sublease for the first year would be \$1,012.15 per month, and there is a 2.5 percent escalator for each subsequent year; and

WHEREAS, in addition to the base rent, the New Sublease requires the County to reimburse certain additional costs incurred by Landlord and NACo, calculated as a proportionate share of the space occupied by OIA; and

WHEREAS, examples of such additional costs include, but are not limited to, electricity supplied, cleaning and janitorial expenses, pest extermination, water charges, sewer charges, landscaping services, and repair and maintenance contracts; and

WHEREAS, the additional charges for the New Sublease are estimated to not exceed \$1,000.00 per year; and

WHEREAS, the New Sublease, consistent with the terms of the Existing Sublease, is governed by District of Columbia law, rather than Florida law, and requires the County to indemnify NACo and the Landlord without monetary limitation; and

WHEREAS, over the past decade, the OIA has benefited from having a full-time office in Washington, D.C. to better monitor federal legislation; and

WHEREAS, numerous organizations, including, but not limited to, profit and not-for-profit entities currently sublet space from NACo, which manages the Republic Square II in Washington, D.C.; and

WHEREAS, other agencies and associations that participate in the national legislative process on state and local issues are located in the building, which is located within blocks of the Capitol; and

WHEREAS, the County's Washington, D.C. presence has been highly successful to date, and by approving the New Sublease, the County can continue this effective presence through 2025, at a much more economical rate; and

WHEREAS, NACo is requiring the County to enter into the New Sublease no later than September 1, 2019, but the Existing Sublease does not expire, and is not cancellable, until January 31, 2020; and

WHEREAS, although the County may be able to negotiate a termination of the Existing Sublease prior to January 31, 2020, it is possible that the County may be required to pay rent and operating expenses for both the Existing Sublease, and the New Sublease, from the period from September 1, 2019 through January 31, 2020; and

WHEREAS, over the prior six years the County has paid rent under the Existing Sublease in the amount of \$253,655.00 and under the New Sublease, over the six year term, the County would pay rent in the amount of \$77,613.00; and

WHEREAS, even assuming that the County must continue to pay the additional rent due under the Existing Sublease for the period from September through January, it is in the best interest of the County to enter into the New Sublease in light of the significant cost savings arising from the reduced space and reduced annual rental payment; and

WHEREAS, this Board has considered the Mayor's memorandum, a copy of which is attached as Exhibit A and is incorporated herein by reference,

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

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

Section 2. This Board approves the sublease of approximately 180 square feet of office space from NACo for the premises located at the Republic Square II Building, 660 North Capitol Street, NW, Suite 419, Washington, D.C. and owned by 660 North Capitol Street Property, LLC, to be utilized by OIA for a term of six years for a base rent in the total amount of \$77,613.00 during such term, plus certain operating and related costs and expenses.

Section 3. This Board directs the County Mayor or County Mayor's designee to negotiate and finalize the terms of the New Sublease, generally consistent with the terms and conditions set forth in the draft New Sublease attached hereto as Exhibit B, including and conditioned upon obtaining the approval of the Landlord of the Master Lease, and delegates to the County Mayor or County Mayor's designee the authority to do so provided that: (a) said

terms and conditions are no less favorable, financially or otherwise, to the County as those terms contained in the New Sublease attached to this Resolution; and (b) no policies of this Board are violated or modified in the final terms of the Agreement.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute the New Sublease after negotiation and finalization for and on behalf of Miami-Dade County after review and approval by the County Attorney's Office, to perform all acts necessary to effectuate same, and to exercise any and all rights conferred therein. A copy of the final, executed New Sublease shall be filed along with this Resolution with the Clerk of the Board.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to negotiate a termination of the Existing Sublease, provided that the terms of the termination are no less financially favorable to the County than those contained in the Existing Sublease, and to execute any necessary documents with respect to the termination of the Existing Sublease.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. It 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	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of July, 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.



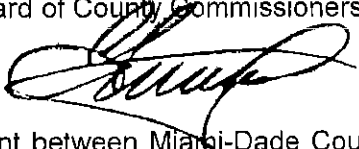
Debra Herman

Memorandum



Date: July 23, 2019

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

From: Carlos A. Gimenez
Mayor 

Subject: Sublease Agreement between Miami-Dade County and National Association of Counties, for Property Located at 660 North Capitol Street, NW, Washington D.C.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the attached Sublease Agreement (Sublease) between Miami-Dade County (County) and the National Association of Counties (NACo), a Delaware not-for-profit corporation for property located at 660 North Capitol Street, NW, Washington, D.C., for use as a full-time office by the Miami-Dade County, Office of Intergovernmental Affairs (OIA). More specifically, the resolution does the following:

- Authorizes a sublease of 180 rentable square feet of air-conditioned office space known as Suite 419; and
- Authorizes a lease term of six years, or 72 months.

The Sublease will become effective on the date it has been executed by the County and NACo, after approval by the Landlord, as required by the Master Lease between NACo and the Landlord, and is anticipated to commence on September 1, 2019. The County and NACo each have the right, at any time, without cause, to terminate the Sublease by providing the other party with at least 60 days' advanced written notice.

Scope

The subleased premises will be utilized by OIA, as full-time office space, in order to, among other things, monitor federal legislation, and, therefore, this item has a countywide impact.

Fiscal Impact/Funding Source

The fiscal impact to the County is as follows: (i) \$12,150.00 or \$67.50 per square foot for the initial year of the sublease term; (ii) \$77,613.00 for the entire six year term, assuming that there is no cancellation by either NACo or the County; and (iii) other expenses under the Sublease on a pro rata basis based upon square footage, such as office and operating charges and taxes, as applicable ("Pro Rata Charges"). Based on historical information, the annual Pro Rata Charges to the County would not exceed \$1,000.00 on an annual basis.

Additionally, pursuant to Resolution No. R-460-13, the County is responsible to continue to pay rent and operating expenses for the existing premises occupied by OIA, pursuant to its current sublease (Existing Sublease) which expires on January 31, 2020, in the amount of \$28,069.00, unless subsequently leased or if such amount is mitigated.

The funding source for all expenses under the Existing Sublease and the Sublease is the General Fund.

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

601 New Jersey Ave, NW, Washington DC – \$67.00 per square foot on an annual basis. The Landlord is responsible for all operating expenses.

200 Massachusetts Ave, NW, Washington DC – \$87.00 per square foot on an annual basis. The Landlord is responsible for all operating expenses.

The price per square foot of the Sublease is near the bottom of this range.

Track Record/County Monitor

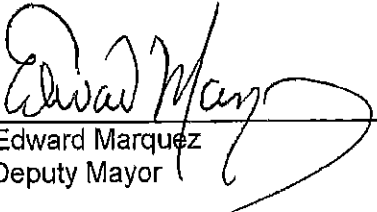
The County has no negative performance issues with NACo. Curtis Waybright of the Internal Services Department is the Monitor for the Sublease.

Delegated Authority

The Resolution delegates the authority to the County Mayor or County Mayor's designee to negotiate and finalize the terms of the Sublease and the termination of the Existing Sublease, to execute any documents necessary to effectuate the Sublease or to terminate the Existing Sublease, and to exercise any and all rights conferred in the Sublease, including any rights to terminate or cancel.

Background

Pursuant to Resolution No. R-460-13, the County, under the Existing Sublease, subleased 973 square feet of office space at 400-444 North Capitol Street, NW, Washington, D.C., which is currently utilized as office space by OIA, and which is scheduled to expire on January 31, 2020. Since leasing such office space, staff for the OIA has reduced in size and no longer requires the same size space, particularly for two personnel and two interns. Recently, office space has become available in a nearby building, leased by NACo, and NACo is willing to enter into the Sublease with the County conditioned upon the County commencing the sublease term on September 1, 2019, which is prior to the expiration of the Existing Sublease. The annual rent under the Sublease is substantially lower than the rent pursuant to the Existing Sublease. The Sublease will result in savings to the County, in light of the fact that for the previous six year period the County paid the amount of \$331,268.00 in rent. The cost savings is approximately 253,655.00, due to the need to reduce office space. Further, there is a need to enter into the Sublease by September 1, 2019, before such office space is marketed to another subtenant. The Resolution also delegates authority to the County Mayor or County Mayor's designee to negotiate and finalize the terms of the Sublease, provided that said terms and conditions are no less favorable, financially or otherwise, to the County as those terms contained in the Sublease attached to the Resolution and that no policies of this Board are violated or modified in the final terms of the Sublease. The Resolution additionally authorizes the County Mayor or County Mayor's designee to negotiate and finalize the termination of the Existing Sublease.



Edward Marquez
Deputy Mayor

AGREEMENT OF SUBLEASE

THIS AGREEMENT OF SUBLEASE (the "Sublease") is made as of the ___ day of _____, 2019 by and between NATIONAL ASSOCIATION OF COUNTIES, a Delaware not-for-profit corporation (the "Sublessor") having an office at 660 N. Capitol Street, N.W., Washington, D.C. 20001, Attn: Executive Director, and MIAMI-DADE COUNTY, a subdivision of the State of Florida (the "Sublessee").

WITNESSETH:

WHEREAS, pursuant to the Office Lease Agreement dated as of October 5, 2015, by and between 660 North Capitol Street Property LLC, a Delaware limited liability company, as landlord (the "Landlord"), and Sublessor, as tenant (as may be amended, restated, supplemented or modified from time to time, the "Lease"), Landlord leased to Sublessor certain office space (the "Prime Lease Premises") on the third (3rd) and fourth (4th) floors in the building located at 660 N. Capitol Street, N.W., Washington, D.C. 20001-1431 and known as Republic Square II (the "Building"); and

WHEREAS, Sublessor desires to sublease to Sublessee, and Sublessee desire to sublease from Sublessor, certain space in the Prime Lease Premises, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subleasing of the Premises. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor one (1) office suite, namely, Suite 419 located on the fourth (4th) floor of the Building in the Prime Lease Premises, as depicted on the plan attached hereto as Exhibit A and consisting of 39,987 square feet, together with the right to use in common with the other occupants of the Prime Lease Premises, the restroom located within the Prime Lease Premises, subject to any modifications thereto required by any governmental authority in connection with the obtaining of all permits and approvals required in connection with the work to be performed therein by Sublessor, deemed for all purposes of this Sublease to be One Hundred Eighty (180) rentable square feet (the "Premises"), upon and subject to all of the terms, covenants, rentals and conditions hereinafter set forth. Sublessee acknowledges that an emergency egress door shall be located in the Premises, and other subtenant(s) of Sublessor shall have the right to exit through these doors, and through the Premises, in the event of emergency.

2. Term.

(a) This Sublease shall be in full force and effect from the date it has been executed by Sublessor and Sublessee and Landlord has consented thereto. The term (the "Term") of this Sublease shall commence on the ___ day of _____, 2019 (the "Commencement Date"), and expire on the seventy-two (72) full calendar month thereafter (the "Expiration Date"), unless sooner terminated as hereinafter provided.

(b) As used in this Sublease, the term "Lease Year" shall have the meaning set forth in this subsection. The first Lease Year of the Term shall commence on the Commencement Date and terminate on the last day of twelfth (12th) full calendar month after such Commencement Date. Each subsequent Lease Year shall commence on the date immediately following the last

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43 day of the preceding Lease Year and shall continue for a period of twelve (12) full calendar months,
44 except that the last Lease Year of the Term shall terminate on the date this Sublease expires or is
45 otherwise terminated.

46 (c) At any time during the Term of this Sublease, either party shall have the
47 right to terminate this Sublease prior to the expiration of the Term; provided the terminating party
48 delivers written notice to the non-terminating party at least sixty (60) days' prior to the proposed
49 effective date of such termination ("**Termination Notice**"). In the event Sublessor desires to
50 terminate this Sublease and delivers notice as provided in this Section 2(b), Sublessee shall be
51 required to surrender the Subleased Premises as provided in Section 4 herein on or before the date
52 that is sixty (60) days after Sublessee's receipt of the Termination Notice.

53 (d) Notwithstanding the foregoing, in the event Sublessee is not in default past
54 any and all applicable cure period(s) at the expiration of the Term, the Term shall automatically
55 renew for a period of twelve (12) consecutive additional months, until such time as either Sublessor
56 or Sublessee terminates this Sublease as further provided in Section 2(b) herein.

57 3. Rent.

58 (a) During the Term, Sublessee shall pay to Sublessor, in lawful money of the
59 United States, annual base rent ("**Annual Base Rent**"), payable in equal monthly installments (the
60 "**Monthly Base Rent**"). Annual Base Rent shall be calculated, with respect to each Lease Year, as
61 the product of the Rent per square foot, as set forth below, multiplied by the number of square feet
62 of rentable area in the Premises, as set forth above. All such Monthly Base Rent is to be paid in
63 advance, on the first (1st) day of each month during the Term, at the office of Sublessor, or such
64 other place as Sublessor may designate, without any abatement, set-off or deduction of any kind
65 whatsoever. Simultaneously with Sublessee's execution and delivery of this Sublease, Sublessee
66 shall pay the first installment of Monthly Base Rent, which Sublessor shall credit toward the first
67 full month's rent due to Sublessor hereunder. If the Commencement Date is a date other than the
68 first day of a month, rent for the period commencing with and including the Commencement Date
69 and ending on and including the day prior to the first day of the following month shall be prorated
70 at the rate of one-thirtieth (1/30th) of the Monthly Base Rent per day and shall be due and payable
71 on the Commencement Date.

<u>Lease Year</u>	<u>Rent Per Square Foot</u>	<u>Monthly Base Rent</u>
1	\$67.50	\$1,012.50
2	\$69.19	\$1,037.85
3	\$70.92	\$1,063.80
4	\$72.70	\$1,090.50
5	\$74.52	\$1,117.80
6	\$76.35	\$1,145.25

72

73 (b) All amounts payable by Sublessee to Sublessor pursuant to this Sublease
74 shall be deemed and constitute rent and, in the event of any non-payment thereof and after the

75 lapse of any applicable grace period, Sublessor shall have all of the rights and remedies provided
76 herein, in the Lease, and at law or in equity for non-payment of rent. Sublessee's obligation to pay
77 rent hereunder shall be on account of the period from and after the Commencement Date and shall
78 survive the Expiration Date or sooner termination of this Sublease.

79 (c) Effective from and after January 1, 2019, Sublessee shall pay to Sublessor
80 as additional rent (i) Sublessee's Proportionate Share of the difference between Operating Charges
81 (as defined in the Lease) payable by Sublessor under the Lease with respect to the applicable
82 calendar year, and Operating Charges paid by Sublessor under the Lease with respect to calendar
83 year 2019, (ii) Sublessee's Proportionate Share of the difference between Office Specific Charges
84 (as defined in the Lease) payable by Sublessor under the Lease with respect to the applicable
85 calendar year, and Office Specific Charges paid by Sublessor under the Lease with respect to
86 calendar year 2019, (iii) Sublessee's Proportionate Share of the difference between Real Estate
87 Taxes (as defined in the Lease) payable with respect to the applicable calendar year, and Real
88 Estate Taxes paid by Sublessor under the Lease with respect to calendar year 2019, (iv) Sublessee's
89 Proportionate Share of any and all amounts which by the terms of the Lease become due and
90 payable by the Sublessor to Landlord and (v) fees that would be due and payable by Sublessor but
91 for the acts, requests for services and/or failure to act reasonably of Sublessee. The term
92 "**Sublessee's Proportionate Share**" shall mean the result obtained by multiplying one hundred
93 percent (100%) by a fraction, the numerator being the number of rentable square feet in the
94 Premises and the denominator being the number of rentable square feet in the Prime Lease
95 Premises.

96 4. Care, Surrender and Restoration of the Premises.

97 (a) Without limiting any other provision of this Sublease or the Lease,
98 Sublessee shall take good care of the Premises, suffer no waste or injury thereto and shall comply
99 with all laws, orders and regulations which are imposed on Sublessor, as tenant under the Lease,
100 and are applicable to the Premises and/or Sublessee's use thereof. Upon the Expiration Date or
101 sooner termination of this Sublease, Sublessee shall quit and surrender the Premises to Sublessor
102 in the condition such Premises were in on the Commencement Date, broom clean, in good order
103 and condition, ordinary wear and tear excepted.

104 (b) Upon the Expiration Date or sooner termination of this Sublease, Sublessee
105 shall remove from the Premises at its sole expense all of its personal property. Upon removal of
106 Sublessee's property from the Premises, Sublessee shall, at its sole expense, promptly repair and
107 restore the Premises to the condition existing prior to the placement of such personal property upon
108 the Premises and repair any damage to the Premises and/or the Building related to such removals,
109 so as to restore the Premises to the condition required under subsection (a) above, or, at Sublessor's
110 election, as may otherwise be required under the Lease. All property permitted or required to be
111 removed by Sublessee upon the Expiration Date or sooner termination of this Sublease remaining
112 on the Premises after such Expiration Date or sooner termination shall be deemed abandoned and
113 may, at the election of Sublessor, either be retained as Sublessor's property or may be removed
114 from the Premises by Sublessor, at Sublessee's expense. Any such expenses shall be paid by
115 Sublessee to Sublessor upon demand therefor.

116 5. Use. Sublessee shall use and occupy the Premises, subject to the terms of the Lease,
117 solely for general office use, and for no other purpose.

118 6. Incorporation of Terms of Lease. Except as otherwise provided herein, Sublessor

119 and Sublessee agree that this Sublease is subordinate to the Lease. The terms, provisions,
120 covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Lease are
121 incorporated into this Sublease by reference and made a part hereof as if herein set forth at length,
122 and shall, as between Sublessor and Sublessee (as if they were the Landlord and Tenant,
123 respectively, under the Lease and as if the Premises being sublet hereby were the premises demised
124 under the Lease), constitute the terms of this Sublease, including without limitation, the late
125 payment fee and interest on past due rent, except to the extent that they do not expressly relate to
126 the Premises or are expressly inapplicable to, or expressly modified or eliminated by, or otherwise
127 addressed by, the terms of this Sublease. Notwithstanding the foregoing provisions of this Sublease
128 to the contrary, it is expressly understood and agreed that Sections 3.1, 3.2, 3.5, 3.6, 15.2, 21.3,
129 Articles XI and XXVI of the Lease, and Exhibit B (Leasehold Improvements) of the Lease shall
130 not be applicable with respect to this Sublease or the Premises. Sublessor and Sublessee each
131 agree to observe and be bound by each and every covenant, condition and provision of the Lease
132 insofar as any such covenant, condition or provision affects the Premises or Sublessee's use
133 thereof. Sublessee acknowledges that it has reviewed and is familiar with the Lease, and Sublessor
134 represents that the copy of the Lease attached hereto as Exhibit B is the first page of a copy of the
135 Lease.

136 7. Covenants with Respect to the Lease. Except as otherwise expressly provided
137 herein, all acts to be performed and all of the terms and provisions to be observed by Sublessor
138 with respect to the Premises, as Tenant under the Lease, shall be performed and observed by
139 Sublessee. Sublessee covenants and agrees that Sublessee shall not do anything that would
140 constitute a default under the Lease or omit to do anything that Sublessee is obligated to do under
141 the terms of this Sublease so as to cause a default under the Lease.

142 8. Utilities and Services. Notwithstanding anything to the contrary contained in this
143 Sublease, Sublessor shall not be obligated to perform for Sublessee any services of any nature
144 whatsoever or furnish to Sublessee or the Premises any utilities of any nature whatsoever,
145 including without limitation, heat, electricity, air conditioning, elevator service, cleaning, window
146 washing or trash removal services, however, Sublessor shall exercise reasonable efforts to obtain
147 such utilities and services for the Premises from the Landlord pursuant to and in accordance with
148 the terms of the Lease. Sublessee shall be responsible for any additional costs incurred by
149 Sublessor in connection with this Sublease, whether due to extra services provided to Sublessee or
150 otherwise.

151 9. [Intentionally Omitted]

152 10. [Intentionally Omitted]

153 11. Representations and Warranties. Each party represents and warrants to the other
154 that it has the power and authority to enter into this Sublease, and that this Sublease is the valid
155 and binding obligation of such party and is enforceable against it in accordance with its terms

156 12. Indemnification. Sublessee agrees to indemnify Sublessor, Sublessor's agents,
157 employees, and contractors, and Landlord (collectively referred to as the "**Indemnified Party**")
158 against and hold each Indemnified Party harmless from any loss, cost, liability or expense
159 (including, without limitation, reasonable attorneys' fees and related disbursements) incurred by
160 such Indemnified Party by reason of (a) any injuries to persons or damage to property occurring
161 in, on or about the Premises, other than those arising from the negligence or willful misconduct of
162 such Indemnified Party, (b) any work or thing whatsoever done or condition created by Sublessee

163 in, on or about the Premises or the Building, (c) any act or omission of Sublessee, its agents,
164 contractors, servants, employees, invitees or licensees, or (d) any failure by Sublessee to perform
165 or observe any of the covenants and obligations required of Sublessee under this Sublease,
166 including without limitation, any breach of the Lease caused or permitted by Sublessee. In addition
167 to, and not in limitation of the foregoing, wherever the Sublessor as tenant under the Lease has
168 agreed to indemnify the Landlord with respect to the Premises, so in this Sublease, Sublessee
169 likewise agrees to indemnify Sublessor and Landlord. Sublessee's obligations under this Section
170 shall survive the expiration or termination of this Sublease.

171 13. Default. Sublessor shall not be liable to Sublessee for any default of Landlord under
172 the Lease. Sublessee acknowledges and agrees that Sublessor shall not be responsible for a breach
173 of any of the representations and warranties of the Landlord under the Lease. In addition,
174 notwithstanding the incorporation of the terms of the Lease, Sublessor and Sublessee acknowledge
175 and agree that Sublessor is not responsible or liable for making any repairs or restoration (including
176 but not limited to the event of any casualty or condemnation) or otherwise complying with any of
177 Landlord's obligations or providing any of the services and/or utilities required to be provided by
178 Landlord under the Lease, and that Sublessor's sole obligation with respect thereto shall be to
179 promptly make demand upon Landlord for the performance or cure of the subject matter following
180 Sublessor's receipt of Sublessee's request, and thereafter to use its commercially reasonable good
181 faith efforts to take such action as is reasonably required to promptly cause Landlord to cure, cause
182 the cure or obtain the cure of the subject default to the extent provided herein. Sublessee shall not
183 have any claim against Sublessor by reason of Landlord's failure or refusal to comply with any of
184 the provisions of the Lease. This Sublease shall remain in full force and effect notwithstanding
185 Landlord's failure or refusal to comply with any such provisions of the Lease and Sublessee shall
186 pay Rent and all other charges provided for herein without any abatement, deduction or setoff
187 whatsoever. Sublessee further covenants not to take any action or do or perform any act or fail to
188 perform any act which would result in the failure or breach of any of the covenants, agreements,
189 terms, provisions or conditions of the Lease on the part of Sublessor thereunder.

190 14. Approvals and Consents. Notwithstanding anything to the contrary contained in
191 this Sublease, Landlord's consent or approval shall be required for all matters under this Sublease
192 for which the approval or consent of Landlord is required under the Lease. Upon execution and
193 delivery of this Sublease by both parties, Sublessor shall promptly and diligently seek Landlord's
194 consent to this Sublease. Sublessor shall have no obligation to pay any fee or charge of any nature
195 whatsoever other than customary and reasonable fees and charges which are required to be paid
196 under the Lease in connection with or as a condition to obtaining such consent and shall suffer and
197 incur no liability to Sublessee for its failure to obtain such consent.

198 15. [Intentionally Omitted].

199 16. Time Limits. In the event Sublessee receives from Sublessor any notice to cure any
200 default hereunder or under the Lease which notice is based on a notice sent to Sublessor by
201 Landlord pursuant to the Lease, Sublessee shall cure such condition three (3) days prior to the time
202 required of Sublessor by Landlord for the cure thereof.

203 17. Assignment and Subletting. Notwithstanding anything to the contrary contained in
204 the Lease, Sublessee, for itself, its successors and assigns, expressly covenants that it shall not
205 assign, whether by operation of law or otherwise, or pledge or otherwise encumber this Sublease,
206 or sublet all or any part of the Premises. Any attempted assignment or subletting shall be void and

207 of no force and effect. Sublessor reserves the right to transfer and assign its interest in and to this
208 Sublease to any entity or person whom shall succeed to Sublessor's interest in and to the Lease.

209 18. Insurance.

210 (a) Sublessee shall obtain and keep in full force and effect during the Term with
211 regard to the Premises, at its sole cost and expense, commercial general public liability insurance,
212 property damage insurance, and fire and extended coverage insurance and any other insurance
213 coverage required to be obtained by Sublessor, as tenant under the Lease, and such insurance
214 coverage shall be in the nature and amounts set forth therein. Such insurance policies shall name
215 Sublessor and Landlord (and such other person as Sublessor may request by notice to Sublessee
216 from time to time) as additional insureds thereunder. Any reference to Landlord in that provision
217 of the Lease relating to the tenant's insurance requirements shall include both Sublessor and
218 Landlord. Sublessee shall pay all premiums and charges for such insurance. If Sublessee shall
219 fail to obtain such insurance, Sublessor may, but shall not be obligated to, obtain the same, in
220 which event the amount of the premium paid shall be paid by Sublessee to Sublessor upon
221 Sublessor's demand therefor. Such amount shall be deemed additional rent hereunder and shall be
222 collectible by Sublessor in the same manner and with the same remedies as though said sums were
223 Monthly Base Rent reserved hereunder.

224 (b) On or before the date of this Sublease, Sublessee shall furnish to Sublessor
225 and Landlord certificates evidencing the aforesaid insurance coverage, and renewal certificates
226 shall be furnished to Sublessor and Landlord at least thirty (30) days prior to the expiration of each
227 policy for which a certificate was theretofore furnished. All insurance policies required of
228 Sublessee hereunder shall provide that Sublessor and Landlord will be given at least thirty (30)
229 days prior written notice of any cancellation or material change in the policy, or any other
230 expiration or defaults thereunder.

231 (c) Sublessee acknowledges that neither Landlord nor Sublessor will carry any
232 insurance in favor of Sublessee, of Sublessee's furniture, fixtures, equipment, improvements,
233 appurtenances or other property of Sublessee in or about the Premises.

234 (d) Notwithstanding the foregoing, for so long as the initial named Sublessee
235 as specified in the opening paragraph of this Sublease remains the sole occupant of the Premises,
236 Sublessee shall have the right to self-insure in lieu of obtaining the insurance described above.

237 19. Release and Waiver of Subrogation. Any property damage, fire or extended
238 coverage insurance policy obtained by Sublessee, and covering the Premises or the personal
239 property, fixtures and equipment located therein or thereon, shall contain an endorsement pursuant
240 to which the respective insurance companies waive subrogation against Landlord and Sublessor.
241 Sublessee hereby releases Sublessor and Landlord to the limits of the coverage of the insurance
242 policies required to be held by Sublessee under this Sublease with respect to any claim (including
243 a claim for negligence) which it might otherwise have against Sublessor and Landlord for loss,
244 damage or destruction with respect to its property.

245 20. Hold-Over. If Sublessee shall not immediately surrender the Premises at the end
246 of the Term or Renewal Term, as applicable, then Sublessee shall, by virtue of this Sublease,
247 become a tenant at sufferance at a monthly rental equal to twice the Monthly Base Rent plus any
248 additional rent due under the terms of this Sublease, commencing with the first day following the
249 end of the Term or Renewal Term, as applicable. Sublessee, as a tenant at sufferance, shall be

250 subject to all of the conditions and covenants of this Sublease (including payment of additional
251 rent) as though the tenancy had originally been a monthly tenancy. During the holdover period,
252 each party hereto shall give to the other at least thirty (30) days written notice to quit the Premises,
253 except in the event of nonpayment of Monthly Base Rent or additional rent when due, or of the
254 material breach of any other provision hereof by Sublessee, in which event, Sublessee shall not be
255 entitled to any notice to quit, the usual thirty (30) days' notice to quit being expressly waived.
256 Without limiting the generality of Paragraph 12 above, and notwithstanding anything to the
257 contrary contained in this Paragraph 20, Sublessee specifically agrees to be responsible for, and
258 indemnify and hold Sublessor harmless from and against, all costs incurred by Sublessor under the
259 Lease (including, without limitation, holdover rent for the entire Prime Lease Premises, to the
260 extent charged by Landlord) to the extent it results from Sublessee's failure to surrender the
261 Premises on the Expiration Date.

262 21. Notices.

263 (a) Any notice, demand or communication required or desired hereunder by
264 either party to the other shall be in writing and shall be given when personally delivered or three
265 (3) days after sent by certified or registered mail, first class, postage prepaid, or one (1) business
266 day after delivery to a recognized national overnight courier, to the party for whom intended (i)
267 prior to the Commencement Date, at the Building. Either party may, by like written notice,
268 designate a new address to which such notice, demand or communication shall thereafter be given.

269 (b) Sublessee shall promptly after receipt thereof, furnish to Sublessor by hand
270 delivery a copy of any notice, demand or other communication received from Landlord with
271 respect to the Premises.

272 22. Landlord's Consent.

273 (a) Sublessor and Sublessee each acknowledge and agree (i) that this Sublease
274 is subject to, and will not be effective without the receipt of, the written consent of Landlord in
275 accordance with the terms of the Lease, and (ii) that Landlord's consent to this Sublease shall not
276 create any contractual liability or duty on the part of Landlord to Sublessee, and shall not in any
277 manner increase, decrease or otherwise affect the rights and obligations of Landlord and
278 Sublessor, as landlord and tenant under the Lease, with respect to the Premises.

279 (b) This Sublease is subject and subordinate to the Lease, the first page of which
280 is attached as Exhibit B, and to the matters to which the Lease is or shall be subordinate. In the
281 event of the termination of the Lease, or the re-entry or dispossession of Sublessor, as tenant, by
282 Landlord under the Lease, Landlord, at its option, may either terminate this Sublease, in which
283 case Sublessee shall peacefully vacate the Premises, or require Sublessee to attorn to Landlord as
284 its sublessor pursuant to the then applicable terms of this Sublease for the remaining term hereof,
285 except that Landlord shall not be (i) liable for damages for any previous act or omission of
286 Sublessor under this Sublease, (ii) subject to any offset which theretofore accrued to Sublessee
287 against Sublessor, or (iii) bound by any previous modification of this Sublease not consented to
288 in writing by Landlord or by a previous prepayment of rent more than one month in advance.

289 23. Miscellaneous.

290 (a) This Sublease may not be extended, renewed, terminated (other than in
291 accordance with the terms hereof), or otherwise modified except by an instrument in writing signed
292 by the party against whom enforcement of any such modification is sought.

293 (b) It is understood and agreed that all understandings and agreements
294 heretofore had between the parties hereto are merged in this Sublease, which alone fully and
295 completely expresses their agreement. This Sublease has been entered into after full investigation,
296 neither party relying upon any statement, representation or warranty made by the other not
297 embodied in this Sublease.

298 (c) The section headings appearing herein are for purposes of convenience only
299 and are not deemed to be a part of this Sublease.

300 (d) The provisions of this Sublease shall be governed by and construed in
301 accordance with the laws of the District of Columbia. Any action or proceeding in connection
302 with any matter arising out of or in any way connected with this Sublease, Sublessee's use or
303 occupancy of the Premises, and/or any claim for injury or damage related thereto shall be brought
304 and maintained in the Federal District Court for the Federal District in which the Building is
305 located, or the applicable state court for the county in which the Building is located.

306 (e) Time is of the essence as to the obligations contained in this Sublease.

307 (f) Sublessor and Sublessee each hereby waive trial by jury in any action,
308 proceeding or counterclaim brought by either of them against the other in connection with any
309 matter arising out of or in any way connected with this Sublease, Sublessee's use or occupancy of
310 the Premises, and/or any claim for injury or damage.

311 (g) Sublessor and Sublessee each hereby agree that neither shall be permitted
312 to record this Sublease nor any memorandum nor assignment thereof.

313

314 [signatures appear on following page]

315

316 IN WITNESS WHEREOF, this Sublease has been duly executed as of the day and year
317 first above written.

318
319

320 WITNESS/ATTEST:

SUBLESSOR:

321
322

NATIONAL ASSOCIATION OF COUNTIES, a
Delaware not-for-profit corporation

323

324 _____

By: _____

325

Name: _____

326

Title: _____

327

328 WITNESS/ATTEST:

SUBLESSEE:

329

MIAMI-DADE COUNTY,
a subdivision of the State of Florida

330

331

332

333 _____

By: _____

334

Name: _____

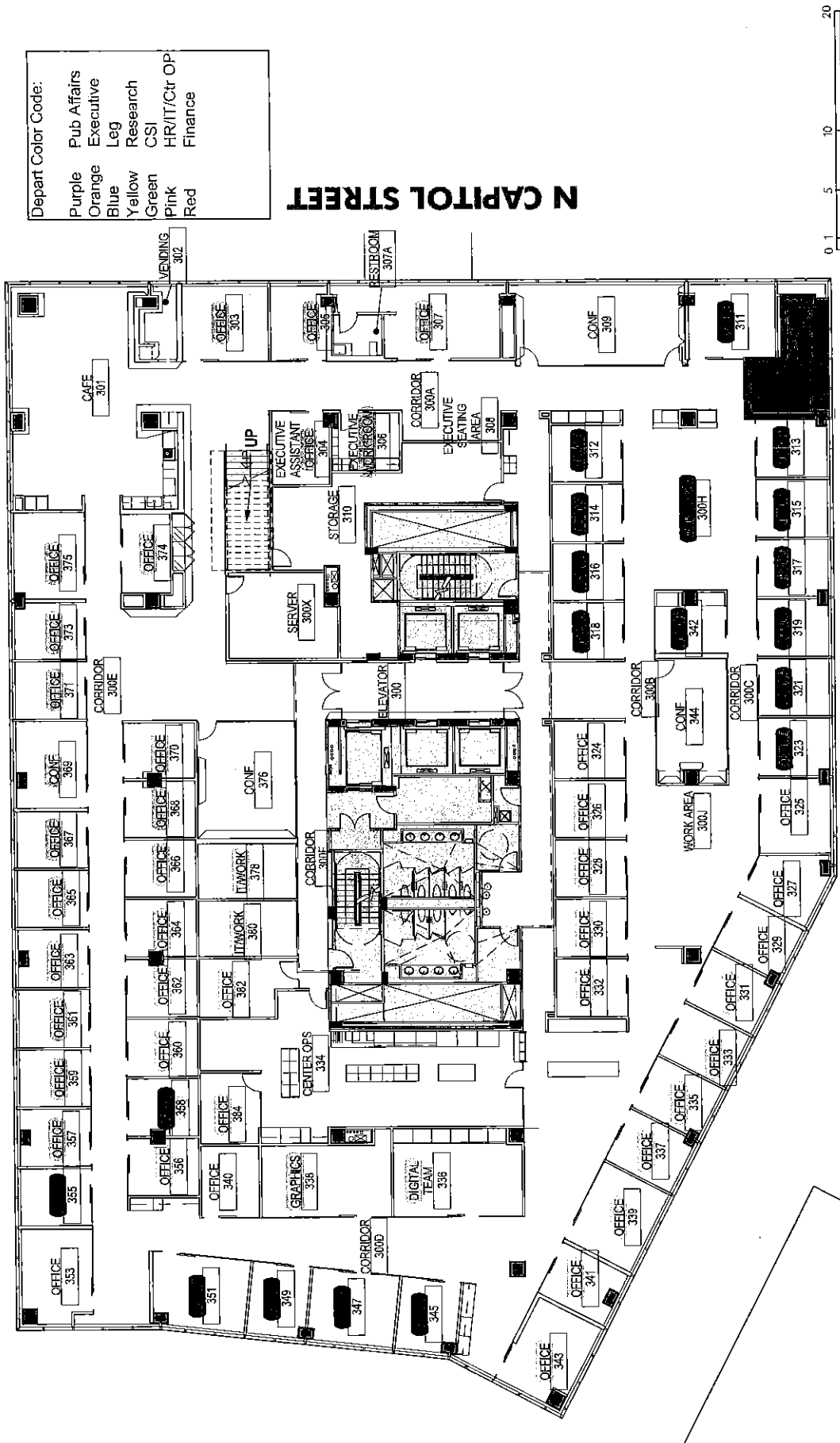
335

Title: _____

336

EXHIBIT A
Plan of Premises

G STREET



STUDIOS
Architecture

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NACO PLAN - LEVEL 3
330 NORTH CAPITOL STREET, NW

Scale: 1/16" = 1'-0"

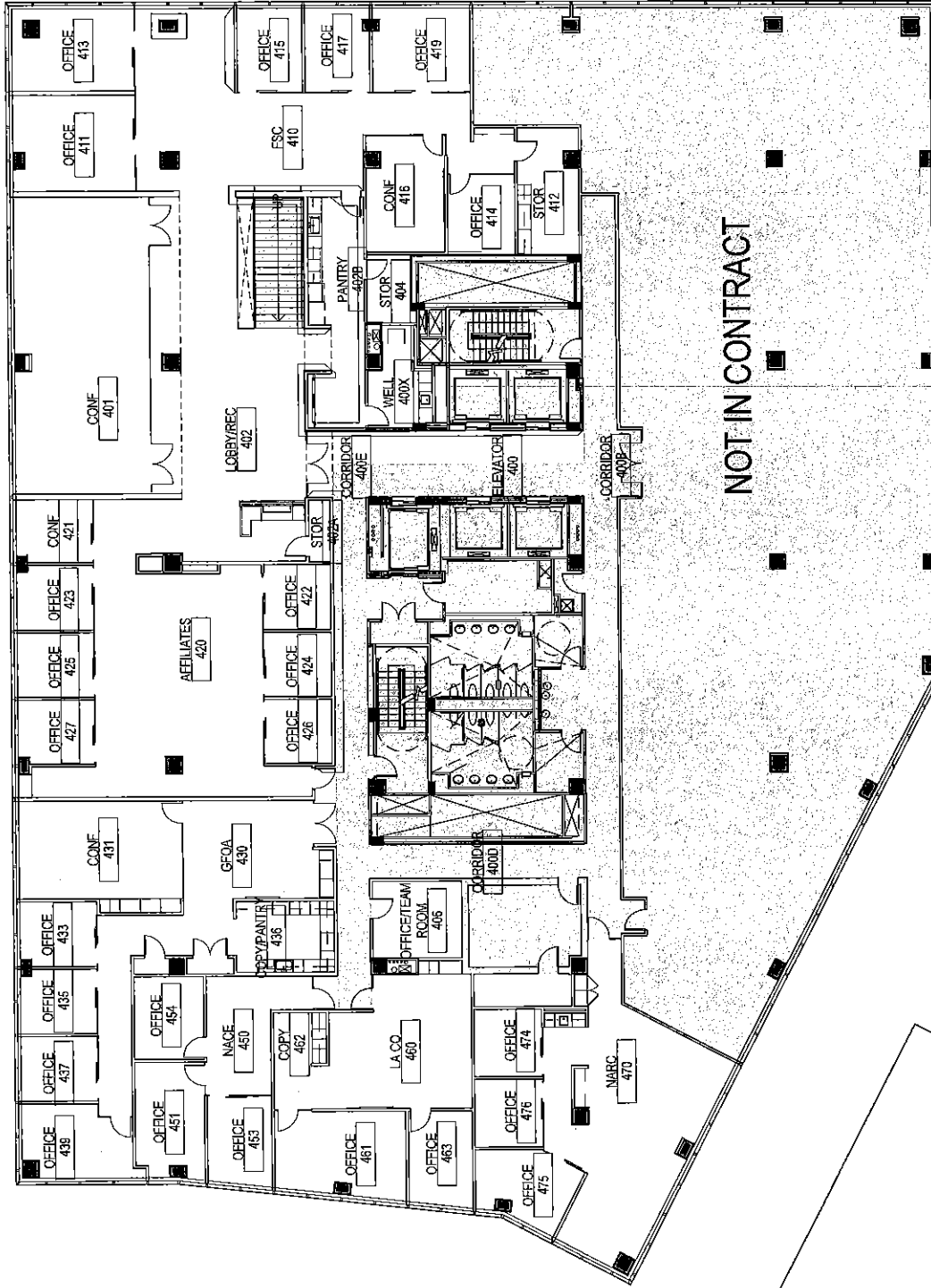
10/04/16

21



G STREET

N CAPITOL STREET



STUDIOS
architecture
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NACO PLAN - LEVEL 4
1400 NORTH CAPITOL STREET, NW
Scale: 1/16" = 1'-0"

10/04/16

22



EXHIBIT B

Lease

[FIRST PAGE ATTACHED HERETO]

Signature Copy

**OFFICE LEASE AGREEMENT
BY AND BETWEEN
660 NORTH CAPITOL STREET PROPERTY LLC
AND
NATIONAL ASSOCIATION OF COUNTIES**

**Republic Square II
660 North Capitol Street, N.W.
Washington, D.C. 20001-1431**