Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(F)(1)(C)

06-05-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-667-07

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 8000 N.W 7 STREET, SUITE 200, MIAMI, WITH ACOSTA & VALDES, L.L.C., A FLORIDA LIMITED LIABILITY CORPORATION, FOR PREMISES TO BE UTILIZED BY THE DEPARTMENT OF HUMAN SERVICES, REFUGEES SERVICES PROGRAM FOR ADMINISTRATIVE OFFICES; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and Acosta & Valdes, L.L.C., a Florida Limited Liability Corporation for premises to be utilized by the Department of Human Services, Refugees Services Program for administrative offices, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

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

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Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

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

Monica Rizo

Memorandum

MIAMI-DADE COUNTY

Date: June 5, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)(C)

From: George M. Burgess
County Manager

Subject: Lease Agreement at 8000 N.W. 7 Street, Suite 200, Miami
for the Department of Human Services
Property # 4003-00-00

RECOMMENDATION:
It is recommended that the Board approve the attached resolution authorizing execution of a lease agreement at 8000 N.W. 7 Street, Suite 200, Miami with Acosta & Valdes, L.L.C., a Florida Limited Liability Corporation for premises to be utilized by the Department of Human Services, Refugees Services Program. The Lease Agreement has been prepared by General Services Administration at the request of the Department of Human Services and is recommended for approval.

PROPERTY:	8000 N.W. 7 Street, Suite 200, Miami
COMMISSION DISTRICT:	6
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Acosta & Valdes, L.L.C, a Florida Limited Liability Corporation.
COMPANY PRINCIPALS:	Frank M. Acosta, Manager Jorge A. Valdes, Manager
OWNER'S TRACK RECORD:	No record on file for Acosta & Valdes, L.L.C. with the Department of Business Development.
USE:	6,121 square feet of air conditioned office space together with on site contiguous parking in common to be equally shared with other tenants.
JUSTIFICATION:	The Department of Human Services, Refugees Services Program is relocating its program from 5040 N.W. 7 Street, Miami due to the building's condition and uncooperative landlord. The program will continue to provide employment services and job training programs to the economically disadvantaged individuals who lack labor skills and have inadequate means of transportation. The new location is within 2 miles of its existing office and is served by major bus routes.
LEASE TERM:	Five years with one additional five-year renewal option period.

/

RENTAL RATE:

The annual rent for the first lease year of the initial lease term is $143,843.40, which is equal to $23.50 per square foot (for a full service lease). The annual rent for the second through the fifth lease year of the initial lease term and any subsequent renewal option period shall be increased by five percent (5%) which shall not apply to regulated operating expenses (direct expenses). The Tenant is responsible for its pro-rata share of Operating Expenses increases over the base year 2007, capped at 15% over the previous year's operating expenses.

FINANCIAL IMPACT:

The total financial impact for the first lease year is estimated to be $187,597.13, which is calculated as follows:

First Year Occupancy Cost:

	Total Dollars	PSF
Annual Base Rent		
Annual Base Rent (Actual)	$143,843.40	$23.50
Direct Expense:		
Operating Expenses increases shall commence after the first full calendar year of "Commencement Date"	0.00	
Total Base Rent:	$143,843.40	$23.50
Indirect Expense:		
Phones/Data Installation	$ 35,000.00	
Relocation Costs	$ 3,000.00	
Lease Management Fee (4%)	$ 5,753.73	
Total Cost, first year	$187,597.13	

LEASE CONDITIONS:

Full service lease. The Landlord is responsible for electricity, water and sewer, trash disposal, janitorial and custodial services, HVAC system, maintenance and repairs, plumbing and electrical lines, mechanical systems, roof and structural elements. The Landlord is responsible for interior tenant improvements.

CANCELLATION PROVISION:

The County may cancel after the initial lease term by giving landlord 120 days prior written notice.

EFFECTIVE DATES:

Commencing upon the effective date of the resolution of the Board, no later than June 1, 2007, following completion of alterations by Landlord and terminating five (5) years thereafter.

FUNDING SOURCE:	State and Federal Funds. This item has been budgeted in the Department of Human Services operating budget.
OTHER PROPERTIES EVALUATED:	5201 Waterford Drive, Miami - $25.00 per square foot plus utilities and operating expenses. Limited parking. 7270 NW 12 Street, Miami - $20.00 per square foot plus utilities and Common Area Maintenance (CAM) charges. Limited parking. Parking on the street across from building. 7300 Corporate Center Drive, Miami - $20.00 plus utilities and operating expenses. Limited public transportation, limited parking.
MONITOR:	Margaret Garcia, Real Estate Officer

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2007, by and between ACOSTA & VALDES, L.L.C, a, Florida Limited Liability Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

6121 rentable square feet of air-conditioned office space, located at 8000 N.W. 7 Street, Suite 200, Miami, together with on site contiguous parking in common to be equally shared with other tenants.

The Building's square footage is 31,512 air conditioned rentable square feet, which 5,277 square feet of usable square feet is to be occupied by TENANT as the Demised Premises. The ratio of rentable square footage to usable square footage in the Building is presently 16 % (the "Factor"), which results in a rentable square footage in the Premises of 6,121 square feet.

The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard", as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and the Building shall be recomputed upon completion of the Building and/or the Premises. The respective rentable areas of the Premises, the Building and the Factor shall be certified by a licensed architect or engineer or by a duly qualified measurement specialist by the LANDLORD upon completion of the Building and the Premises. TENANT shall have the right to independently review and measure the Premises and the Building upon TENANT's taking of possession of the Premises. If there is a dispute as to the respective rentable areas the Premises, the Building and the Factor, and the parties cannot resolve any differences, the parties agree to have their respective measurement experts appoint an independent third party certified expert, either licensed architect or engineer or duly qualified measurement specialist to arbitrate and make a final determination as to the final rentable square footage areas and the Factor and the parties agree to be bound by said determination of the third party independent measurement expert.

The calculation of the Rentable areas of the Premises and the Building shall be adjusted

2

from time to time to reflect any structural change or change in the amount of the common areas of the building, or any change in use or function of any part of the Building. The Landlord shall furnish to Tenant notice of such recalculations as soon as they occur. The methodology of dispute resolution set forth above shall be applicable to any rentable areas of the respective premises and Building and the Factor.

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, commencing on the later of, (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, or (2) no later than June 1, 2007 and (3) the acceptance of leased space by TENANT, following the completion of alterations by LANDLORD, if any, which shall not be unreasonably withheld or delayed (the "Commencement Date"), and terminating Five years thereafter, for and at a total rental of One Hundred Forty-Three Thousand Eight Hundred Forty-Three Dollars and 40/100 ($143,843.40) for the first lease year, payable in twelve (12) equal monthly installments of Eleven Thousand Nine Hundred Eighty-Six Dollars and 95/100 ($11,986.95), payable in advance on the first day of every month to Acosta & Valdes, L.L.C., 8000 NW 7 Street, Suite 101, Miami, Florida 33126 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. Commencing with the first month of the second year of the lease term, and every year thereafter, the base rent excluding operating expenses, shall be increased five percent (5%) per year. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. Notwithstanding anything above the contrary, in the event the Board of County Commissioners has not approved this Lease Agreement on or before May 31, 2007, LANDLORD shall have the right to cancel this Lease Agreement by providing TENANT written notice of its intent to cancel at any time after May 31, 2007 and before any actual approval by the Board of Couny Commissioners.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental

thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of Article XXII, "Improvements of the Demised Premises" and after completion of alterations and acceptance by TENANT.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal and electricity services used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

Plumbing and electrical lines, fixtures, and equipment;
Halls, stairways, elevators, lavatories;
Trash and refuse disposal;
Janitorial and custodial services referenced in Exhibit "B" "Janitorial Services";
Air-conditioning and heating equipment;
Roof, roof leaks and all other structural elements of the building;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes;
HVAC system as referenced in Exhibit "A";
Electrical, mechanical, utility and plumbing systems servicing the demised premises;

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) after 5:00 p.m. the aforementioned maintenance, janitorial and custodial services as described above and as referenced in Exhibit "A" HVAC System "Preventive Maintenance for Leased Space" and Exhibit "B" "Janitorial Services."

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, if in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that which adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Throughout the term of this Agreement, LANDLORD agrees to provide any additions, fixtures, or other improvements that TENANT may request, and TENANT shall reimburse LANDLORD for any such additions, fixtures, or improvements separately invoiced to the TENANT at the rates agreed-upon with the LANDLORD for such services.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the demised premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the demised premises be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the demised premises which do not render the demised premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common 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 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the demised premises and access thereto, including but not

limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the demised premises. LANDLORD agrees that TENANT may at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the demised premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at

termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD. The TENANT agrees that TENANT shall allow other tenants in the building to peaceably enjoy the other tenants leased premises.

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said demised premises in as good condition as said demised premises were at the

beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT 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 $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
SUCCESSORS IN INTEREST

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

ARTICLE XVI
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the demised premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the

LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall be subordinate to any other instruments affecting the demised premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by

or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's work, LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained herein shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT through its County Mayor or his designee is hereby granted the option to extend this Lease Agreement for one (1) additional five-year (5) renewal option period, upon the same terms and conditions, except that the rental rate shall be adjusted by five percent (5 %) annually, by giving LANDLORD notice in writing at least one hundred eighty (180) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to

exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

Should TENANT exercise its option to renew the Lease Agreement, LANDLORD at LANDLORD'S cost and expense, shall repaint the entire demised premises and replace carpet in all carpeted areas with TENANT's choice of carpet and color in accordance with conventional building standards.

ARTICLE XIX
CANCELLATION

TENANT, through its County Mayor or his designee, shall have the right to cancel this Lease Agreement after the initial lease term by giving LANDLORD at least one hundred twenty (120) days' written notice prior to its effective date.

ARTICLE XX
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in ARTICLE IV, "Maintenance" of this Lease Agreement, LANDLORD shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, which shall call for regular maintenance and service to such systems in accordance with industry standards and as outlined in Exhibit "A."

ARTICLE XXI
JANITORIAL AND CUSTODIAL SERVICES

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises, on a daily basis during the term of this Lease Agreement and any extensions thereof, (except for Saturdays, Sundays and holidays) after 5:00 p.m., the custodial and janitorial services with respect to the demised premises as per terms outlined in Exhibit "B."

ARTICLE XXII
IMPROVEMENTS OF THE DEMISED PREMISES

Subject to the terms, condition and covenants of this Lease Agreement, LANDLORD at LANDLORD's cost and expense, shall complete and prepare the demised premises for TENANT's initial

occupancy and shall:

1. Replace the carpet throughout the demised premises.
2. Remove existing window and replace with a sliding glass window (approximately 30X30).
3. Replace stained and damaged ceiling tiles.
4. Repair and/or replace defective light fixtures and light covers.
5. Repaint the interior of the demised premises.
6. Repair and replace damaged outlet covers and light covers.
7. Sanitize and clean restrooms and restroom tiled floor.
8. Repair and replace window blinds as necessary.
9. Clean windows throughout the demised premises.
10. Clean air conditioning grills/vents.
11. Perform an HVAC system preventive maintenance as per Exhibit "A," attached.

ARTICLE XXIII
NOTICES

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

TENANT:

General Services Administration
Facilities and Utilities Management Division
Real Estate Section
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

Acosta & Valdes, L.L.C.
8000 N.W. 7 Street
Suite 101
Miami, Florida 33126

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXIV
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" applicable to the TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by the LANDLORD and the original test results shall be furnished to the TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the demised premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices observed by TENANT but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will

use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXV
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXVI
FORCE MAJEURE

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

ARTICLE XXVII
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more

than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXVIII
WAIVER

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

TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXIX
DEFAULT OF TENANT

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

ARTICLE XXX
OPERATING EXPENSES

The TENANT shall be responsible for its pro-rata share of "Operating Expenses." TENANT's obligations to pay its pro-rata share of the increased "Operating Expenses" shall commence as of the beginning of the first full calendar year following the calendar year of the "Commencement Date," (The "Base Year"). For the purposes of this Lease Agreement, the "Base Year" is understood to be the calendar year 2007. The TENANT's proportionate share of "Operating Expenses" shall be calculated by dividing net rentable area of the TENANT's leased demised premises which is 5,277 net useable square feet into the net rentable area contained in the building 31,512 which equals to (16 %) percent (5,277 ÷ 31,512 = 16 %). The "Operating Expenses" are estimated at $11.00 per square foot, of which TENANT shall be

responsible for any increases over the base year 2007, capped at fifteen percent (15%) over the previous year's "Operating Expenses." The fifteen percent (15%) cap shall exclude Real Estate Property Taxes and insurance, which shall be based on the actual pro-rate share of the actual payment for the fiscal year. The "Operating Expenses" shall become "Additional Rent" with the monthly installment of rent, under the terms of this Lease Agreement. Such "Operating Expenses" shall include:

A. "Direct Expenses": All direct costs of operation, maintenance, repair and management of the Building, as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: utility costs, including but not limited to, light, power, water and sewer, waste disposal; the cost of common area janitorial services; the cost of security and alarm services; labor costs; costs and expenses of managing the building including fees; air conditioning maintenance costs; material costs; equipment costs including the costs of maintenance, repair and service agreements; licenses, permits and inspection fees incurred in connection therewith; insurance charges of or relating to all insurance policies and endorsements deemed by LANDLORD to be reasonably necessary or desirable and relating in any manner to the protection, preservation or operation of the Building or any part thereof, which shall not include insurance deductible for any damages caused by fire, windstorm or other casualty or occurrences thereof. "Direct Expenses" shall not include depreciation or amortization of the building or equipment in the building.

B. "Taxes:" Ad valorem taxes shall mean real estate taxes, based on the November's discounted payment, special and extraordinary assessments and governmental levies against the building and land upon which the building is located. "Base Tax" shall mean the taxes assessed for the first calendar year of the commencement of the Lease Agreement, pro-rated as evaluated to include the value of the Tenant Improvements, which shall be 2007 "Tax Year" shall mean the fiscal year for which taxes are levied by any governmental authority.

"Tenants Proportionate Share" shall mean a fraction of which the numerator is the square footage of the demised premises and the denominator is the total rentable square footage of the building above grade. If the Taxes for any Tax Year shall be more than the Base Tax, TENANT shall pay as additional rent for such Tax Year an amount equal to TENANT's Proportionate share of the amount by which the Taxes for such Tax Year are greater than the Base Tax and is included as part of the "Operating Expenses." It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the "Operating Expenses."

C. The annual determination of "Operating Expenses" and the TENANT's pro rata share thereof shall be made by LANDLORD and certified by a nationally recognized firm of public accountants selected by LANDLORD or not objected to by TENANT in writing within sixty (60) days of receipt of thereof. The certification by the public accountant shall verify that the amounts included in the calculation of Operating Expenses (including but not limited to Direct Expenses) were actually incurred by the LANDLORD and were based on costs that were allowable under the terms of this Agreement. TENANT may review the books and records supporting such determination in the office of LANDLORD, or LANDLORD's agent, during normal business hours, upon giving LANDLORD five (5) days advance written notice within sixty (60) days after receipt of such determination, but in no event more often than once in any one year period. TENANT shall have the right to conduct an audit by the Miami-Dade County Internal Auditor or by a firm or auditor designated by MDC for the purpose of verifying that the costs included in the calculation of Operating Expenses were actually incurred and allowable under the terms of this Agreement. If such audit concludes that LANDLORD has not incurred actual and allowable costs to the extent noted above, TENANT shall be entitled to setoff such amounts from any payments otherwise due LANDLORD under this Agreement. Prior to the actual determination thereof for a lease year, LANDLORD may from time to time estimate

TENANT's liability for "Operating Expenses" for the lease year or portion thereof. LANDLORD will give TENANT written notification of the amount of such estimate and TENANT agrees that it will pay, by increase of its monthly installments of rent due as "Additional Rent" in the amount of such estimate.

D. When the above mentioned actual determination of TENANT's liability for "Operating Expenses" is made for any lease year and when TENANT is so notified in writing, then:

1. If the total "Additional Rent" TENANT actually paid on account of "Operating Expenses" for the lease year is less than TENANT's liability for Operating Expenses, then TENANT shall pay such deficiency to LANDLORD as "Additional Rent" in one lump sum within thirty (30) days of receipt of LANDLORD's bill therefore; and
2. If the total "Additional Rent" TENANT actually paid on account of "Operating Expenses" for the lease year is more than TENANT's liability for "Operating Expenses," then LANDLORD shall credit the difference against the then next due payments to be made by TENANT.

E. Lease year: Each calendar year falling partly or wholly within the term. If the term commencement date is other than January 1 or if the termination date is other than December 31, TENANT's liability for "Operating Expenses" for the lease year in which date occurs shall be prorated based upon a three hundred sixty-five (365) day year. LANDLORD shall provide TENANT with its annual determination of Operating Expenses (as set forth above in Article XXX C) within 120 days of the close of the calendar year upon which the annual determination of Operating Expenses is based. Landlord's failure to timely provide to TENANT its annual determination of Operating Expenses within 120 days following the close of a calendar year shall constitute a waiver and/or forfeiture of LANDLORD's right to Additional Rent for the calendar year at issue.

ARTICLE XXXI
GOVERNING LAW

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

ARTICLE XXXII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental for the first and second month and one hundred and fifty percent (150%) after the second month and any other month thereafter, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXXIII
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

By: ACOSTA & VALDES, L.L.C.

WITNESS

WITNESS

By: _____ 3/23/07
Jorge A. Valdes
Manager

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos Alvarez
County Mayor

(TENANT)

Approved by the County Attorney as
to form and legal sufficiency. MR

Exhibit "A"

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
   A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
   B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.

II. OUTSIDE AIR INTAKE - applicable on all central systems:
   A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.

III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
   A. ASHRAE generally accepted comfort zone for South Florida.
   B. Check controls and verify temperature and humidity are at or near guidelines - monthly.

IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
   A. Clean coils and check for leaks and loose connections - check quarterly.
   B. Lubricate fan motors and check belts - quarterly.
   C. Check air intake and exhaust - quarterly.
   D. Check fan motors for overheating and vibration - quarterly.
   E. Check structural frame for sturdiness - quarterly.
   F. Check and clean contact points in switches - quarterly.
   G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
   H. Check, remove trash, and clean condensate drain and trap - quarterly.

V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
   A. Check for indication of leakage - monthly.
   B. Check pressure and temperature - quarterly.

VI. PUMPS as applicable:
   A. Inspect belts for damage, tension, and alignment - quarterly.
   B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
   C. Check phase voltage and impeller - yearly.

VII. COOLING TOWER as applicable:
   A. Check water level - minimum monthly - prefer weekly.
   B. Check oil level in gear reducers - monthly.
   C. Check for leaks and excessive noise or vibration - monthly.
   D. Check water quality/chemical treatment - monthly.

VIII. BUILDING EXTERIOR:
   A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.

IX. CEILING TILES:
   A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:
   A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

EXHIBIT "B"
JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners and hand soap (preferably liquid). All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

a) FLOORS

Daily: Carpeted areas - vacuum.
Non-carpeted areas - dustmop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.

Weekly: Non-carpeted areas - damp mop and spray buff.

Monthly: Strip and wax lobby, waiting and tile restroom areas.

Quarterly: Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).

Semiannually: Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates.

Strip, reseal and wax with nonskid wax all normally waxed floors.

Annually: Machine clean all carpet throughout the facility.

b) WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.

Weekly: Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.

Monthly: Dust or vacuum HVAC registers.

Annually: Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily: Spot clean entrance and vicinity glass both inside and outside.

Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

Daily: Clean and sanitize. Replenish supply of disposable cups (if applicable).

e) FURNISHINGS

Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.

Do not disturb any papers lying on desks or cabinets.

Weekly: Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc.

Dust draperies, blinds or other window treatments.

Semiannually: Vacuum all drapes, blinds or other window treatments.

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.
Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash, paper cups, soda cans, etc.

g) RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have uniform color.

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

NOTE: THE WASHING OF EMPLOYEE'S DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

i) EXTERIOR

Daily: Sweep outside area immediately adjacent to building entrances.
Keep parking lot and surrounding grass areas free of trash.

Empty outside trash receptacles.

Weekly: Sweep all exterior access areas, e.g., sidewalks, porches, courtyards, etc.

Perform other such services as are necessary to keep the facility clean and in a sanitary condition.
In providing of the aforementioned services:

Only actual employees of the janitorial contractor are to be admitted to the;. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access to anyone into the facility. Janitorial staff are to check exterior doors and windows to insure the facility is secure at the time of leaving the facility.

LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

A copy of the MSDS for each cleaning agent or chemical used by janitorial service shall be provided to TENANT. Only those cleaning agents or chemicals approved by TENANT shall be used in the demised premises.