Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
06-05-07

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

RESOLUTION NO. R-665-07

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE JOSEPH CALEB COMMUNITY CENTER, 5400 N.W 22 AVENUE, MIAMI, WITH THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES, FOR PREMISES TO BE UTILIZED BY ITS ACCESS DIVISION; 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 Florida Department of Children and Families for premises to be utilized by its ACCESS Division for the delivery of services to the community, 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:

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)(A)

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**

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

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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT

LEASE NO.: 590:2958

THIS LEASE AGREEMENT, entered into this ____day of ____, 20 07, between Miami Dade County, a political subdivision of The State of Florida, party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is 59-6000573 and the

State of Florida Department of Children and Families
Division of ACCESS
Bureau of District 11

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

JOSEPH CALEB COMMUNITY CENTER MIAMI	33142	MIAMI-DADE
(Name of Building) (City)	(Zip Code)	(County)

Florida, described as follows:
Joseph Caleb Community Center at 5400 NW 22nd Avenue, Miami, Florida., consisting of 5,650 sq. ft. on the 4th floor (rooms 402-405), 5,650 sq. ft. on the 5th floor (rooms 511-514), 5,566 sq. ft on the 6th floor (rooms 600, 601, 603, 604, 618)

which shall constitute an aggregate area of 16,866 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 14.36 % of the 117,437 net square feet in the building at the rate of $ (see rent addendum) per square foot per year. The Lessor shall also provide sufficient parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of July, 2007 to and inclu. the 30th day of June, 2012.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of See rent addedum ($ See rent addendum) per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

GSA ACCOUNTING SECTION 111 N.W FIRST STREET SUITE 2410 MIAMI FLORIDA, 33128		
(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

1.a The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.

b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.

*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.

3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.

IV LIGHT FIXTURES

1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.

*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot-candles in halls and corridors; 30 foot-candles in other public areas; a minimum of 50 foot-candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.

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Memorandum

MIAMI-DADE COUNTY

Date: June 5, 2007

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

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

From: George M. Burgess
County Manager

Subject: Lease Agreement with the Florida Department of Children and Families at Joseph Caleb Community Center, 5400 N.W. 22 Avenue, Miami, Property # 3115-06-09

RECOMMENDATION:
It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement at the Joseph Caleb Community Center, 5400 N.W. 22 Avenue, Miami with the Florida Department of Children and Families for premises to be utilized by its ACCESS Division for the delivery of social services to the community. The Lease Agreement has been prepared by the State of Florida and reviewed by General Services Administration.

PROPERTY:	Joseph Caleb Community Center 5400 N.W. 22 Avenue, Floors 4, 5 and 6
COMMISSION DISTRICT:	3
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County
PROPOSED TENANT:	Florida Department of Children and Families
PROPOSED TENANT:	The Department of Business Development has no record on file for the Florida Department of Children and Families.
USE:	16,866 square feet of air conditioned office space.
JUSTIFICATION:	The Florida Department of Children and Families has a need to continue utilizing this facility for the offices of its ACCESS Division in order to continue the delivery of critical social services to the community. The Department has been at this location for the past twenty-two years.
LEASE TERM:	Five years with no renewal option periods.
RENTAL RATE:	The annual rent for the first lease year is $305,274.60, which is equal to $18.10 per square foot and increases to $18.50 per square foot during the second year, $19.00 per square foot during the third year, $19.50 per square foot during the fourth year, and $20.00 per square foot during its last and fifth year.

LEASE CONDITIONS:	Full service lease. The County is responsible for all maintenance and/or repair expenses, utilities, janitorial and custodial services.
EFFECTIVE DATES:	Commencing July 1, 2007 and terminating June 30, 2012.
CANCELLATION PROVISION:	In the event that a State-owned building becomes available, the State may cancel this agreement upon submittal of a written notice 180 days prior to vacate.
CURRENT LEASE:	The current Lease Agreement was approved by the Board on July 23, 2002, by Resolution No. R-815-02. It commenced on July 1, 2002 for five years with no renewal options. Resolution No. R-303-04 approved March 16, 2004, decreased the leased space from 18,023 to 16,866 square feet. The annual rental rate for the last year of the lease is $305,274.60, which equals $18.10 per square foot.
MONITOR:	Tania Llado, Chief Real Estate Officer

Assistant County Manager

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

***VI UTILITIES**

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE

The provisions, terms or conditions of this lease shall not be construed as a consent of the State of Florida to be sued because of said lease hold.

XIII WAIVER OF DEFAULTS

The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.

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XIV RIGHT OF LESSOR TO INSPECT

The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.

XV BREACH OF COVENANT

These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.

XVI ACKNOWLEDGMENT OF ASSIGNMENT

That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE

1. Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.

XVIII AVAILABILITY OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.

XX RENEWAL

The Lessee is hereby granted the option to renew this lease for an additional 0 years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Le[illegible] written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of Lease or any applicable renewal period.

XXI RIGHT TO TERMINATE

The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of MIAMI-DADE, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES

All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

OFFICE OF COMMUNITY SERVICES, 111 N.W. FIRST STREET 21ST FLOOR, MIAMI FLORIDA, 33128
(Street) (City) (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

GENERAL SERVICES DEPARTMENT 401 N.W. SECOND AVENUE SUITE, N-1007 MIAMI, FLORIDA, 33128
(Street) (City) (Zip Code)

Invoices, in triplicate, shall be submitted monthly to N/A

XXIII DEFINITION OF TERMS

(a) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
(b) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
(c) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

X All additional covenants or conditions appear on attached Addendum(s) A-B-C-D-E-F.

_____ No additional covenants or conditions form a part of this lease.

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Lease No. 590:2958

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of: Witness Signature Print or Type Name of Witness Witness Signature Print or Type Name of Witness AS TO LESSOR	LESSOR, IF INDIVIDUAL (S): (SEAL) Print or Type Name (SEAL) Print or Type Name
Signed, sealed and delivered in the presence of: Witness Signature Print or Type Name of Witness Witness Signature Print or Type Name of Witness As to President, General Partner, Trustee	Name of Corporation, Partnership, Trust, etc.: MIAMI-DADE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA By: (SEAL) Its President, General Partnership, Trustee ATTEST: (SEAL) Its Secretary
Signed, sealed and delivered in the presence of: Felix Gayo Witness Signature FELIX GAYO Print or Type Name of Witness BQuesada Witness Signature BARBARA QUESADA Print or Type Name of Witness AS TO LESSEE	LESSEE: STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES By: Gilda P. Ferradaz GILDA P. FERRADAZ Print or Type Name DISTRICT ADMINISTRATOR Print or Type Title

APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES General Services Manager, Bureau of Real Property Management Director Division of Facilities Management APPROVAL DATE:	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES By: Print or Type Name APPROVAL DATE:	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES GENERAL COUNSEL DEPARTMENT OF CHILDREN AND FAMILIES By: VERONICA ROBINSON Print or Type Name APPROVAL DATE: 2/15/07

Approved as to form
And legal sufficency

Monica Ruzo
Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant District Legal Counsel

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RENTAL ADDENDUM

Lease No. 590:2958

Rental Rate Schedule

Effective 07/01/07

TERM	AMOUNT PER SQ.FT.	MONTHLY RENTAL
First Year 07/01/07 - 06/30/08	$18.10	$25,439.55 Twenty-five thousand four hundred thirty-nine dollars and fifty-five cents
Second Year 07/01/08 - 06/30/09	$18.50	$26,001.75 Twenty-six thousand one dollars and Seventy-five cents.
Third Year 07/01/09 - 06/30/10	$19.00	$26,704.50 Twenty-six thousand seven hundred four dollars and fifty cents
Fourth Year 07/01/10 - 06/30/11	$19.50	$27,407.25 Twenty-seven thousand four hundred seven dollars and twenty five cents
Fifth Year 07/01/11 - 06/30/12	$20.00	$28,110,00 Twenty-eight thousand one hundred and ten dollars.

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES
RENTAL RATE CALCULATIONS

SQUARE FOOTAGE: 16,866 LEASE NUMBER: 590:2958

TIME PERIOD	RATE PER SQ FT	MONTHLY COST	ANNUAL COST
07/01/07 - 06/30/08	$18.10	$25,439.55	$305,274.60
07/01/08 - 06/30/09	$18.50	$26,001.75	$312,021.00
07/01/09 - 06/30/10	$19.00	$26,704.50	$320,454.00
07/01/10 - 06/30/11	$19.50	$27,407.25	$328,887.00
07/01/11 - 06/30/12	$20.00	$28,110.00	$337,320.00
			$1,603,956.60

CALEB

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

FAILURE TO COMPLY

ADDENDUM NUMBER A

LEASE NUMBER: 590:2958

In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to 1) setoff and deduct from the rental amount due Lessor under this lease such sums as Lessee determines are required to remedy the default of Lessor; 2) do whatever Lessor is obligated to do under the terms of this Lease; and Lessor agrees to reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease; and Lessee hereby covenants and agrees to use its best efforts to mitigate damages caused thereby; 3) terminate this Lease and vacate the premises, but without prejudice to any remedy which might otherwise be used by the Lessee for any breach of the Lessor's covenants contained herein; and/or 4) bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by reason of a delay in the Commencement Date of this Lease, except for any such delay caused solely by any delay, default or omission of Lessee.

Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefor, if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

Miami-Dade County, a Political Subdivision of The State of Florida

Department Of Children And Families

Lessor Signature

Lessee Signature
Gilda P. Ferradaz, District Administrator
(SEAL)

FM 4054C (R05/04)

Approved as to form
And legal sufficency

Monica Rizo
Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant District Legal Counsel

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STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

ADDENDUM B

LEASE NUMBER: 590:2958

The lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, [redacted]s, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) a[redacted]y. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

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

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
WEEKLY:	Spot Clean
	Clean light switch plates and surrounding wall areas.
	Dust windowsills, ledges, fixtures, etc.
MONTHLY:	Dust or vacuum HVAC registers.
ANNUALLY:	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside.
	Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize.
	Replenish supply of disposable cups (if applicable).

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

MAINTENANCE SERVICES

LEASE 590:2958

In reference to Articles III and V of the lease agreement:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.

[redacted]

3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.

2. Only actual employees of the janitorial contractor are to be admitted to the premises.

3. During after hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.

4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

Lessee Signature
Department of Children and Families
Gilda P. Ferradaz

Lessor Signature
Miami-Dade County A Political Subdivision
Of The State Of Florida

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant U[illegible] Counsel

Approved as to form
And legal sufficency

Monica Rizo
Assistant County Attorney

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM C

LEASE NUMBER: 590:2958

Public Entity Crime Statement: Section 287.133, Florida Statutes, places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Approved as to form
And legal sufficency

Monica Rizzo
Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Assistant County Attorney

Lessor Signature
Miami-Dade County A Political Subdivision Of The State Of Florida

Date

FM 4054E (R05/04)

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM D

LEASE NUMBER: 590:2958

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Lessee
Gilda P. Ferradaz, District Administrator
State of Florida Department of Children and Families

Lessor
Miami Dade County a Political Subdivision of the State of Florida.

Date

Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant District Legal Counsel

Approved as to form
And legal sufficency

Assistant County Attorney

FM 4054G (R05/04)

ADDENDUM E

LEASE NUMBER: 590:2958

The lessor and lessee mutually agree that the described premises leased in this lease agreement shall be available to the department (lessee) for its exclusive use twenty four (24) hours per day, seven (7) days per week, during the lease term. The space to be leased by the department will be fully occupied during normal work hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, Saturdays and Sundays, and may be fully or partially occupied during all other periods of time necessary and required at the full discretion of the department. Accordingly, services to be provided by the lessor under the terms of this lease agreement, including electricity and other utilities, will be provided during all hours of occupancy at no additional cost to the department (lessee).

LESSEE
State of Florida Department of Children and Families

Gilda P. Ferradaz
District Administrator

LESSOR
Miami Dade County a Political Subdivision of The State of Florida

(SEAL)

Approved as to form
And legal sufficency

Monica Rizo
Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant District Legal Counsel

M 4054F (05/94)

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC HURRICANE EVACUATION SHELTER

ADDENDUM F

LEASE NUMBER: 590:2958

Pursuant to Section 252.385 (4)(b), F.S., facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

Gilda P. Ferradaz, District Administrator
Lessee
STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

Lessor
MIAMI-DADE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant District Legal Counsel

Approved as to form
And legal sufficency

Monica Rizo
Assistant County Attorney

FM 4054F (R05/04)