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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

Resolution No. R-669-09

Subject: Lease Agreement at the Florida City Neighborhood Service Center Located at 1600 N.W. 6 Court, Building B, Florida City with the State of Florida Department of Health, Miami-Dade County Health Department-Property # 7824-04-06

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement at the Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Building B, Florida City, with the State of Florida Department of Health, Miami-Dade County Health Department, for space to be utilized for a Women's Health Clinic and Family Planning Program. The attached Lease Agreement has been prepared by the General Services Administration (GSA) at the request of the Department of Human Services (DHS).

PROPERTY:	Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Building B, Florida City.
USE:	2,037 rentable square feet of air-conditioned office space.
COMMISSION DISTRICT:	9
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County
PROPOSED TENANT:	State of Florida Department of Health, Miami-Dade County Health Department
OWNER'S TRACK RECORD:	The County has no record of negative performance issues with the State of Florida Department of Health.
JUSTIFICATION:	The State of Florida Department of Health, Miami-Dade County Health Department has the need to lease this facility for its Women's Health Clinic and Family Planning Program. The Miami-Dade County Health Department is currently providing services from a trailer stationed at the Neighborhood Service Center's parking lot.
LEASE TERM:	Five (5) years with one additional five-year renewal option period.

EFFECTIVE DATES:	Commencing on the latter of, (1) upon the effective date of the resolution of the Board of County Commissioners approving this lease or (2) the acceptance of the leased space, following completion of alterations by Landlord, and terminating five (5) years thereafter.
RENTAL RATE:	The annual revenue will be $17,864.49, which is equal to $8.77 per square foot. The rental rate for the second through the fifth lease year and any renewal option period shall be adjusted each year based upon an annual review and determination by the Department of Human Services of the operational costs of the building, not to exceed six percent per year.
LEASE CONDITIONS:	The County is responsible for utility services, roof and roof leaks, building structure, air conditioning equipment, plumbing, electrical lines, fire equipment, janitorial and custodial services for the common areas. The Tenant is responsible for water and sewer, electricity, janitorial and custodial services for the demised premises including the disposal of bio-degradable waste, sanitization of the facility, the security alarm system and telephone service.
CANCELLATION PROVISION:	The County may cancel at any time should the Tenant violate any of the provisions stipulated in Article XVI "Cancellation" of the lease agreement. The Tenant may cancel the lease by giving the County 60 days prior written notice and reimbursing the County the remaining unamortized portion of the tenant improvements, estimated at $72,616.00, prior to vacating the leased premises.
FUNDING SOURCE:	Tenant Improvements: General Fund. This expense has been budgeted in the DHS' budget and $72,616.00 will be reimbursed by Tenant over the initial term of the lease agreement, in addition to the annual revenue of $17,864.49.
MONITOR:	Margaret Araujo, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute a lease agreement, exercise the cancellation provision, and exercise one additional five-year renewal option period.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 2, 2009

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

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

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 Mayor'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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(G)
6-2-09

RESOLUTION NO. **R-669-09**

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE FLORIDA CITY NEIGHBORHOOD SERVICE CENTER, 1600 N.W. 6 COURT, BUILDING B, FLORIDA CITY, WITH THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, FOR PREMISES TO BE UTILIZED FOR THE WOMEN'S HEALTH CLINIC AND FAMILY PLANNING PROGRAM; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the State of Florida Department of Health desires to lease certain County-owned property located at the Florida City Neighborhood Service Center, 1600 N.W. 6th Court, Building B, Florida City, to utilize for the Women's Health Clinic and Family Planning Program; and

WHEREAS, this Board is satisfied that the State of Florida Department of Health does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

WHEREAS, this Board finds that pursuant to Section 125.38 of the Florida Statutes, the lease of this property to the State of Florida Department of Health serves the best interest of the County; and

WHEREAS, this Board further 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 the State of Florida Department of Health, Miami-Dade County Health Department, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for the Women's Health Clinic and Family Planning Program, in substantially the form attached hereto and made a part hereof and authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2009, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and the STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT, ("the State") hereinafter referred to as the "TENANT,"

WITNESSETH:

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

> 2,037 square feet of air-conditioned office space located at the Florida City Neighborhood Service Center, 1600 N.W. 6 Court, Building B, Florida City.

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, commencing on the latter of (1) the effective date of the resolution of the Board of County Commissioners ("the Board") approving this lease agreement, and (2) the acceptance of the leased space by TENANT, following the completion of alterations by LANDLORD, which shall not be unreasonably withheld or delayed (the "Effective Date") and terminating five years thereafter, for and at a annual rental of Seventeen Thousand Eight Hundred Sixty-Four and 49/100 Dollars ($17,864.49) for the first lease year payable in twelve (12) equal monthly installments of One Thousand Four Hundred Eighty Eight Dollars and 71/100 ($1,488.71) payable on the 23 day of every month to the Board of County Commissioners, c/o Department of Human Services, Office of Administration, Financial Services Division, 2525 N.W. 62 Street, Suite 4000, Miami, Florida 33147, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental rate for the second through the third lease year of the initial five-year lease term and any subsequent renewal option period (s) shall be based upon an annual review and determination by the Department of Human Services of the operational costs of the building. In no event shall the rent adjustment exceed six percent (6%) per annum or be less than the rent for the immediately preceding year.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT for a Women's Health clinic and Family Planning and for its administrative offices.

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.

ARTICLE III
UTILITIES AND CUSTODIAL SERVICES

TENANT, throughout the term of this Lease Agreement, shall pay for water and sewer and electricity services used by TENANT and shall be responsible for janitorial and custodial services, telephone, data equipment and security system for the Demised Premises.

In addition to the above services, TENANT shall be responsible for disinfecting and sanitizing floors, sinks, counters, wash-up stations as well as splash and spills of any body fluids and chemicals utilized for clinical purposes, procedures or any related laboratory work conducted in the Demised Premises. TENANT shall be responsible for the removal of all biodegradable material matter and shall comply with all legal requirements as well as state and local municipalities' regulations including maintaining all records required to demonstrate such compliance. LANDLORD shall not be held liable for TENANT's failure to comply with any legal requirements in connection with the removal of such chemicals, body tissue, regulated bio-degradable material matter, body fluids and/or any other contaminants or pollution sources requiring professional removal or incineration.

LANDLORD shall be responsible for all exterior common areas including landscape, grassy areas, parking lot, curbs, handicap ramps, rails, lighting and sidewalk.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior structure of the building, except that required as a result of TENANT's negligence which LANDLORD will perform at TENANT's expense.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors' use of the Demised Premises, subject to the limitations of Florida Statute 768.28, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without prior 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 furniture 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.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose

of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage and if the damage shall be so extensive as to render the Demised Premises untenantable, but capable of being repaired within thirty (30) days, the damage should be repaired with due diligence by the LANDLORD at his own cost and expense. In the event the said premises are completely destroyed by fire, windstorm or other casualty, or so damaged that it will remain untenantable for more than thirty (30) days or completely destroyed, the LANDLORD shall be under no obligation to repair and reconstruct the Demised Premises and this Lease Agreement shall cease and terminate and all adjustments which are proper shall be made accordingly. If either the Demised Premises or the leased building are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD. Notwithstanding the above, the provisions in this paragraph will be subject to the limitations of Florida Statute 768.28.

ARTICLE VII
ASSIGNMENT

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises 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 of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

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

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF 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 XII
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 or its officers, employees, agents or instrumentalities.

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28 of the Florida Statutes, from any and all claims judgments, liabilities, losses and cause of action which may arise solely as a result of the negligence of LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance of the TENANT or any unrelated third party, subject to the limitations of Section 768.28 of the Florida Statutes.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
IMPROVEMENTS OF THE DEMISED PREMISES

A. TENANT shall have the right to request from LANDLORD tenant interior improvements for the Demised Premises at TENANT's expense; estimated at $72,616.00, such costs shall be reimbursed to the LANDLORD and amortized over the initial five-year lease

term; payable in monthly installments of One Thousand Two Hundred Ten and 27/100 Dollars ($1,210.27), to be paid on the twenty third day of every month as additional rent. Any additional costs associated with the requested tenant improvements shall be reimbursed to LANDLORD upon presentation of a statement for the additional costs incurred by LANDLORD, payable as additional rent. TENANT has prepared and delivered to LANDLORD preliminary plans, herein attached as "EXHIBIT A" showing the layout of the interior of the Demised Premises. Within ninety (90) days after the delivery by TENANT showing the approximate layout of the interior of the Demised Premises, LANDLORD's architect shall prepare working drawings indicating the specific requirements of the Demised Premises. All Working Drawings shall be prepared in accordance with applicable governing codes and ordinances.

B. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, shall partition, prepare and make tenant improvements to the Demised Premises (collectively, "Landlord's Work") as per TENANT's request and in accordance with the plans and specification prepared by LANDLORD's architect and approved by LANDLORD and TENANT, to be attached herein as "EXHIBIT B." Working Drawings and specifications for Landlord's Work for the interior of the Demised Premises, must be approved in writing by LANDLORD and TENANT prior to the performance of any of the Landlord's Work in the Demised Premises.

C. LANDLORD shall submit to TENANT an itemized schedule of costs for the tenant interior improvements to the Demised Premises prior to initiating any work by the LANDLORD and his agents; such itemized schedule of costs shall be attached herein as "EXHIBIT C." TENANT shall submit in writing approval or disapproval of said the itemized costs.

LANDLORD reserves the right, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Working Drawings shall not be readily

and reasonably available;

2. to make changes necessitated by conditions met in the course of construction, provided that TENANT's approval of any materials changes shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Working Drawings); and

3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy (or its equivalent).

D. LANDLORD shall substantially complete all Landlord's Work as set forth in the Working Drawing within one hundred twenty (120) days of issuance of a building permit. LANDLORD's Work to the Demised Premises shall be deemed substantially completed when a certificate of occupancy (or its equivalent) has been issued notwithstanding the necessity to correct, adjust, or complete certain items ("Punch-List" items), so long as such corrections, adjustments, or completions do not impede TENANT from using and occupying the Demised Premises for the purposes intended, as expressed in the TENANT's plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties. Rent commencement shall be upon TENANT taking possession upon move-in of the Demised Premises after issuance of the Certificate of Occupancy.

ARTICLE XVI
CANCELLATION

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

A. Automatic Termination:

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

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

3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail

to TENANT for doing any of the following:

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

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

C. Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

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

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

E. LANDLORD through its County Manager or the County Manager's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least one-hundred twenty (120) days written notice prior to its effective date. Shall LANDLORD exercise its right to cancel through no fault or negligence in part of the TENANT, then TENANT shall not be held liable for the remaining unpaid balance of the tenant improvements authorized by TENANT.

CANCELLATION By TENANT: TENANT shall have the right to cancel this Lease Agreement or any portion thereof after the initial five-year lease term by giving the LANDLORD at least sixty (60) days written notice prior to its effective date. Shall TENANT terminate the lease agreement prior to the initial five-year lease term, TENANT shall reimburse the LANDLORD for any unpaid portion of the original cost of the tenant improvements authorized by TENANT and completed by LANDLORD prior to vacating the Demised Premises. The total amount due prior to vacating the demised premises shall be computed by deducting the remaining amortized portion from the total build-out cost of $72,616.00.

ARTICLE XVII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for one (1) additional five-year renewal option period upon the same terms and conditions except that the annual rental rate shall be adjusted based upon an annual review and determination by the Department of Human Services of the operational costs of the building, not to exceed six percent (6%), by giving LANDLORD notice in writing at least one hundred twenty (120) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XVIII
NOTICES

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

LANDLORD:

Director
Department of Human Services
2525 N.W. 62 Street
Suite 4000
Miami, Florida 33147

with a copy to:

General Services Administration
Real Estate Development Division
111 N.W. First Street
Suite 2460
Miami, Florida 33128

TENANT:

Florida Department of Health
C/O Miami-Dade County Health Department
8323 N.W. 12 Street
Suite 212
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, 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 XIX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

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

ARTICLE XX
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 XXI
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 XXII
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 an additional fifteen (15) days, 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 XXIII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color,

creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXIV
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. 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 XXV
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by TENANT prior to submittal to the Board of County Commissioners.

ARTICLE XXVI
SPECIAL PROVISIONS

Pursuant to Florida Statutes, Section 255.2502, the LANDLORD understands, accepts and agrees that "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

ARTICLE XXVII
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 XXVIII
WRITTEN AGREEMENT

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

STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____ HCB
Dr. Lillian Rivera
Administrator

(TENANT)

_____
WITNESS

_____
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

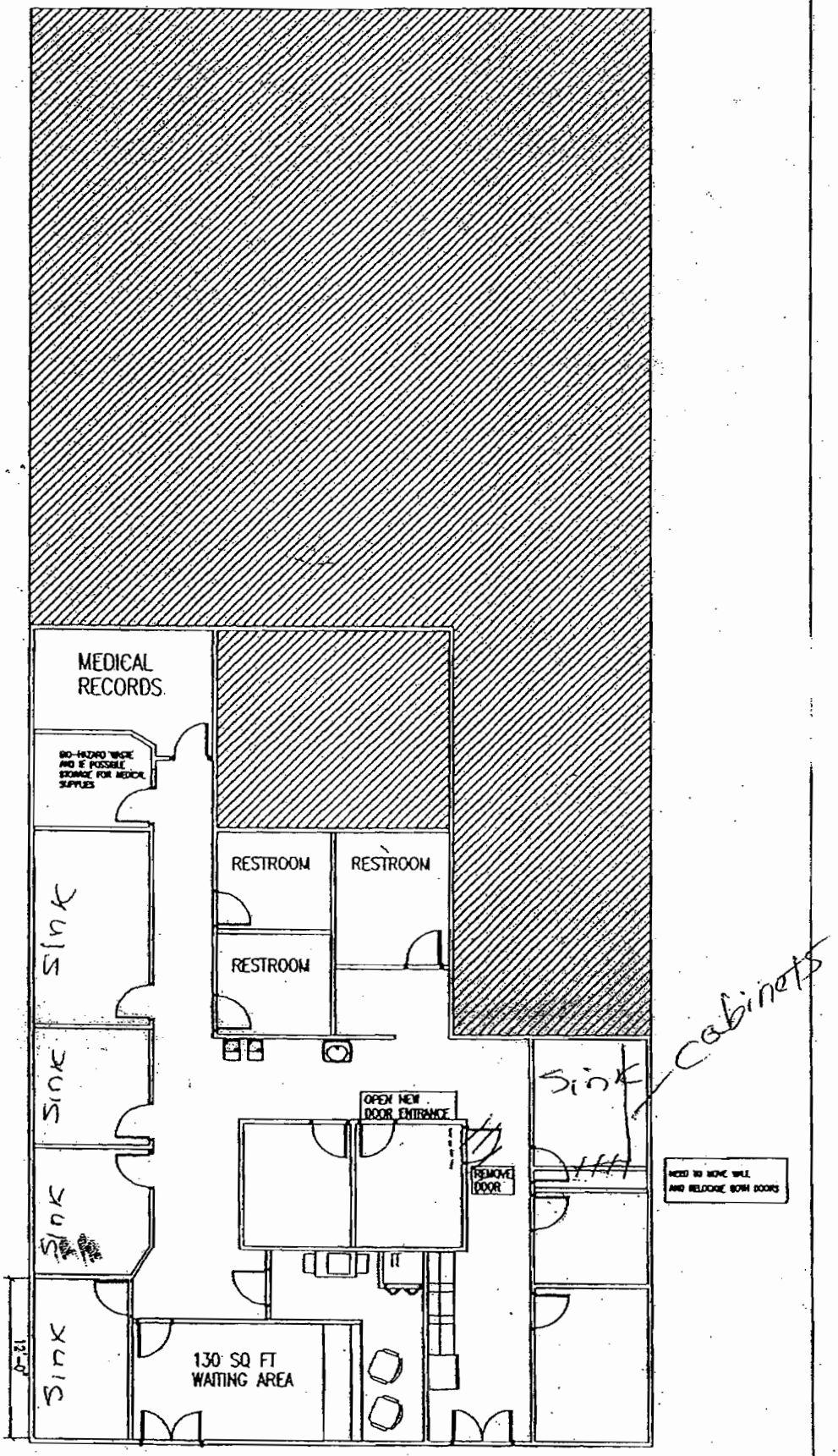
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos Alvarez
County Mayor

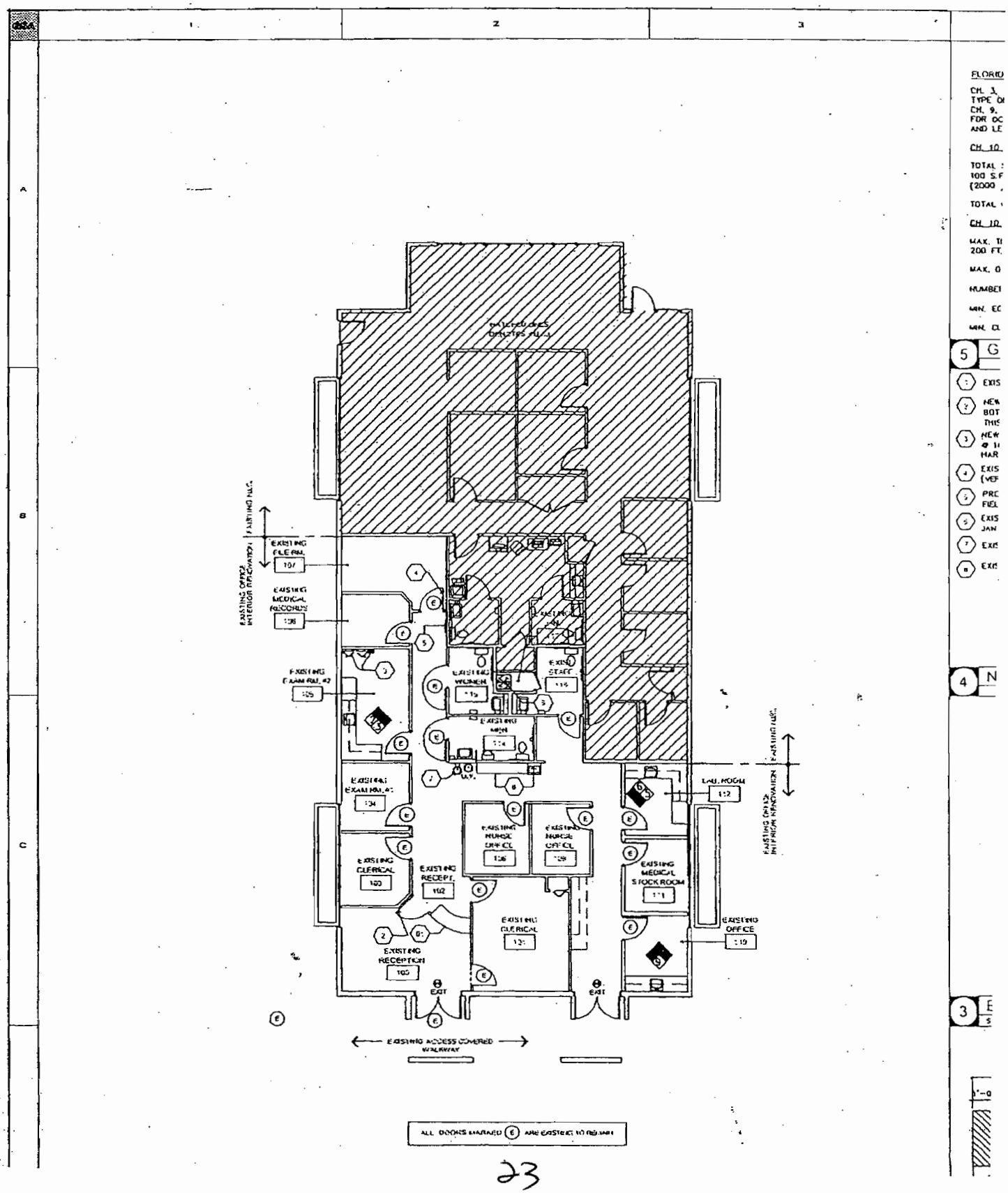
(LANDLORD)

April 28th

"EXHIBIT A"



"EXHIBIT B"



EXISTING FILE RM.
107
EXISTING MEDICAL RECORDS
106
EXISTING EXAM RM. 42
105
EXISTING WOMEN
115
EXISTING STAFF
116
EXISTING MEN
114
EXISTING EXAM RM. 41
104
EXISTING NURSE OFFICE
106
EXISTING NURSE OFFICE
108
EXISTING CLERICAL
103
EXISTING RECEPT.
102
EXISTING CLERICAL
101
EXISTING RECEPTION
100
EXISTING MEDICAL STOCK ROOM
111
EXISTING OFFICE
119
LAB. ROOM
112
EXIT
EXIT
EXISTING ACCESS COVERED WALKWAY
ALL DOORS MARKED (E) ARE EXISTING TO REMAIN

GENERAL SERVICES ADMINISTRATION "EXHIBIT C"
DESIGN & CONSTRUCTION SERVICES DIVISION
2007-08 FORM

WORK ORDER ESTIMATE FORM

WORK ORDER NUMBER: W80328 REV.
INDEX CODE: HSECNSFLCTE6

Project Name: (DHS- Florida City NSC - Building B Extensive Renovations)
Address: 1600 N.W. 6 CT., Homestead 33034

Revised Description: DHS: FLORIDA CITY NSC- BUILDING B EXTENSIVE RENOVATIONS. Per new tenant's (FDHS) directive minimal renovations will be done of the facility to

Date: 01.06.2009 REV
Pro. Mgr: J. M. Requejo
Agency: DHS

DESIGN & MANAGEMENT	Planning		Design/Spec.		Inspection		Project Admin.	
ITEM	$75	$95	$75	$95	$75	$95	$75	$95
Architecture	0	14	0	80	0	8	0	30
Structural/Civil	0	0	0	0	0	0	0	0
Electrical	8	0	24	4	6	0	4	8
Mechanical	0	5	0	24	0	4	0	0
Interior Design	0	0	0	0	0	0	0	0
Graphics	0	2	0	2	0	0	0	0
Landscaping	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0
	$600	$1,995	$1,800	$10,450	$450	$1,140	$300	$3,610
					Subtotal			$20,345

AES/DSS total incl. Contingency								*$22,380*
DSS/phases w/o contingency	$0	$190	$0	$190	$0	$0	$0	$0

CONSULTANT FEES		Item	Procurement	Item
ITEM		sub-Total	fee 10%	cost
PSA		$0	$0	$0
PSA		$0	$0	$0
PSA		$0	$0	$0
		$0	$0	$0
	Subtotal	$0	$0	$0

CONSTRUCTION	County Labor			Material and Contractors Used				Item
ITEM	hours	rate	sub.	mat.	contr.	fee10%	sub.	cost
Outside Contractor -Plumbing	0	$0	$0	$16,000	$0	$1,600	$17,600	$17,600
Building Permit	16	$55	$880	$500	$0	$50	$550	$1,430
~~Cleaning~~	0	$65	$0	$0	$0	$0	$0	$0
Carpentry	40	$65	$2,600	$0	$0	$0	$0	$2,600
Electrical	60	$65	$3,900	$2,000	$0	$200	$2,200	$6,100
HVAC	0	$65	$0	$0	$0	$0	$0	$0
~~Window Tinting~~	0	$65	$0	$0	$0	$0	$0	$0
Fire Alarm relocated to meet ADA	32	$65	$2,080	$1,000	$0	$100	$1,100	$3,180
Lighting	0	$65	$0	$0	$0	$0	$0	$0
~~Flooring~~	0	$65	$0	$0	$0	$0	$0	$0
~~Paint~~	0	$65	$0	$0	$0	$0	$0	$0
~~Baseboard~~	0	$65	$0	$0	$0	$0	$0	$0
Furniture	0	$0	$0	$0	$0	$0	$0	$0
Demolition	18	$65	$1,170	$500	$0	$50	$550	$1,720
Lift Rental	0	$0	$0	$0	$0	$0	$0	$0
DCS Supervision	40	$95	$3,800	$0	$0	$0	$0	$3,800
Helper	115	$55	$6,325	$0	$0	$0	$0	$6,325
Graphics - Signage	4	$0	$0	$2,300	$0	$230	$2,530	$2,530
Dump	4	$55	$220	$0	$0	$0	$0	$220
								$45,505

Total without Contingency		**$65,850**
		range
Total with 10% Contingency		**$72,435**
APP Fees	**1.50%**	**$0**
IG Fees	**0.25%**	**$181**

	Grand Total	$72,616
line 1	*CMSorRSS (AS-400 data) w/conting.*	*$5,753*
line 2	*AES (AS-400 data) w/ contingency*	*$21,962*
line 3	*DSS (AS-400 data) w/contingency*	*$418*
line 4	*CONTR. (AS-400 data) w/contingency*	*$44,303*
line 5	*APP-IG-Fees*	*$181*
Total lines 1,2,3,4, & 5 above)		*$72,616*

rev 1/3/2008

~~- Install 8 dedicated GFI outlets in lab area~~
~~- Add 1 dedicated outlet for printer~~
~~- Add 1 dedicated outlet for refrigerator~~
- Replace main at electrical panel (upgrade to 100 amps)
- Upgrade grounding electrode connection
~~- Install receptacle on roof for maintenance purposes~~
- Provide 6 circuits for general use receptacles
- Install 16 20 amps circuit breakers
- provide 6 stub ups empty conduits for data (from outlet to ceiling only)
- Install 3 electrical exit signs
- ~~Relocate 3 existing ceiling light fixtures~~

It does not include:

- Wiring for data/phone and audio.
- Fire Alarm system.
- Security System.
- Probable A/C roof top mounted unit electrical service.
- Cabinetry / Furniture / Cleaning / Flooring / Paint

The electrical estimate does not include the installation of new electric panel and/or transformers. We are assuming that the existing panel can provide the additional power. These new loads are not connected to the emergency generator.

Mechanical and Fire Alarm:
Relocated existing equipment, new work if required billed separately.

It excludes:

Feasibility Studies/ Analysis

Facility Programming

Master Planning

Soils Investigations/Reports

Surveys – topographic / Boundary vegetation / Improvements / Utilities.

Survey will be provided only if required by Authorities having jurisdiction. See fees above.

Measured Drawings of Existing Facilities

Existing Facilities Analysis

Toxic Substance Mitigation Surveys and Consultation

Site Environmental Assessments

Site DRI, PUD, Site Plan Review and / or Zoning Modifications

Traffic Analysis and Traffic Signal Warrant Studies

LEED Consultation

Graphic and Signage Design

Special Code Reviews

Detailed Cost Estimates

Documents Prepared For:

Alternate Bids Requested By Owner / Change Orders / Multiple Construction Contracts / Record Documents/As Builds

Prolonged Construction Contract Administration Services

Threshold Inspections

Project Representation During Construction Beyond Bi-Monthly Administration

Additional Construction Contract Administration Services for Multiple Contracts

Building Commissioning and Training Services

Post Occupancy Inspections/ Evaluations

Civil Engineering Design including Paving / Grading / Utilities / Drainage / Storm water Management / Environmental & All Site Permitting	Renderings/ Models
Existing Site Utility Infrastructure Improvements	Substantive Changes to Scope, Size or Complexity
Site Lighting Design	Owner Requested Changes to Approved Documents
Landscape Architectural & Irrigation Design	Reimbursable Expenses* Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses * As defined in the Form of Agreement Between Owner and Architect - Engineer.
Specialty Consultants: Voice/Data Communications; Cost/Scheduling; Electronic/Audio Visual; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security	Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis

Any telephone and computer removals, reconnections or any wires related to such. Excludes unforeseen site work conditions, and changes to the scope of work. The contractor does not warranty this installation method.

In the development of this memorandum of understanding form we have made every attempt to consider Building Department requirements, life safety considerations, and ADA guidelines. However, changes may be necessary which might increase the overall estimated project cost. The need for a Change Order/work authorization could include Client requested changes, regulatory requirements, hidden conditions, material or contractor overruns, or other changes to the scope-of-work. If this occurs, you will be notified and requested to provide your approval for the additional costs and/or changes. All goods and services procured from vendors or contractors are included in the estimate.

Please review the above budget and interface with your OSBM Analyst as necessary for funding approval. Reply with Statements of Approval via email to George B. Gray (GSA Work Order Scheduler) at 111 NW 1st St., Suite 2420. If you have any questions, please feel free to contact me at (305) 375-3542 or George Gray at (305) 375-1112.

Rev: 1/3/2008