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

Memorandum

MIAMI-DADE COUNTY

Date: February 1, 2011

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

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-63-11

Subject: Lease Agreement with Justo A. Atrio and Martha Atrio for Property Located at 14707 South Dixie Highway, Suite 101, for Commissioner Lynda Bell District 8 Office
Property # 33-5021-000-0351

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement located at 14707 South Dixie Highway, Suite 101, with Justo A. Atrio and Martha Atrio, for Commissioner Lynda Bell's district office. The attached Lease Agreement has been prepared by General Services Administration at the request of Commissioner Lynda Bell.

PROPERTY:	14707 South Dixie Highway, Suite 101
COMMISSION DISTRICT:	8
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNERS:	Justo A. Atrio – 50% Martha Atrio – 50%
OWNERS' TRACK RECORD:	The County has no record of negative performance issues with Justo A. Atrio or Martha Atrio.
USE:	2,485 square feet of air conditioned office space together with off-street parking.
JUSTIFICATION:	Commissioner Lynda Bell has a need to lease this centrally located facility as a District 8 office.
LEASE TERM:	Four years with one additional four-year renewal option period.
EFFECTIVE DATES:	The term of the lease shall commence on the later of (1) upon the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement, (2) completion of Landlord's Work, and (3) acceptance of the leased space following the issuance of a certificate of occupancy and terminating four years thereafter.

RENTAL RATE:

The annual base rent for the first year of the initial term will be $37,324.70, which is equal to $15.02 per square foot on an annual basis. The annual base rent for the second through the fourth year of the initial lease term shall be adjusted each year as per table below. The annual base rent for the four-year renewal option period shall be increased by four percent each year.

Year	Annual Rent	Monthly Rent	Rate PSF
2	$40,381.25	$3,365.10	$16.25
3	$44,108.75	$3,675.73	$17.75
4	$47,637.45	$3,969.79	$19.17

FISCAL IMPACT:

The total fiscal impact for the first lease year is estimated to be $74,378.02, which is calculated below. This expense has been budgeted in the County Commission's operating budget. Funding source: General Fund, Index Code: CCENT010896.

First lease year of the initial term:

Annual Base Rent:	Total Dollars	PSF
Total annual base rent	$37,324.70	$15.02
	$37,324.70	
Direct Expenses:		
Build-out Cost:	$13,750.00	$ 5.53
Electricity:	$ 4,522.08	$ 1.82
Janitorial & custodial:	$ 3,106.25	$ 1.25
Security alarm:	$ 432.00	$ .17
	$21,810.33	$23.80
Indirect Expense:		
Signage (One-time fee)	$ 5,000.00	
Phones & Data set-up:	$ 8,750.00	
Lease Management Fee:	$ 1,492.99	
	$15,242.99	
Total Cost to County, First lease year:	**$74,378.02**	

The total projected fiscal impact for the initial four-year term of the lease and the four-year renewal option period is $533,093.81.

LEASE CONDITIONS:	The Landlord shall be responsible for water and sewer, electrical and plumbing lines, maintenance, exterior common areas, roof, roof leaks, air conditioning and heating equipment, windows, doors, frames, and the structure of the building. Landlord is also responsible for the build-out of the space, estimated to cost $129,525.00 of which the landlord shall be responsible for $74,525.00, "Tenant Allowance" and the Tenant shall be responsible for $55,000.00. Tenant is also responsible for electricity, janitorial and custodial services and security alarm.
CANCELLATION PROVISION:	Tenant may cancel after 24 months by giving landlord at least 90 days' written notice prior to its effective date and reimbursing any unamortized build-out cost to the landlord, not to exceed the two-year unamortized sum of $27,500.00.
OTHER PROPERTIES EVALUATED:	13799 South Dixie Highway - $20.00 per square foot on an annual basis for a triple net lease, plus prorated share of the building's taxes and insurance estimated at $3.00 per square foot and build-out. 9245 South Dixie Highway – $24.00 per square foot on an annual basis for a full service lease. Tenant is responsible for security alarm, build-out costs and pass through expenses estimated at $3.00 per square foot. 9225 S.W. 158 Lane - $25.00 per square foot on an annual basis for a full service lease, no pass through expenses. Parking limited to 3 vehicles and additional parking across the street. Tenant is also responsible for build-out costs.
MONITOR:	Margaret Araujo, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement, exercise the cancellation provision and the additional four-year renewal option period.

Wendi J. Norris, Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: February 1, 2011

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

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

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

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

2-1-11

RESOLUTION NO. R-63-11

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 14707 SOUTH DIXIE HIGHWAY, SUITE 101, WITH JUSTO A. ATRIO AND MARTHA ATRIO, FOR PREMISES TO BE UTILIZED BY THE COMMISSIONER OF DISTRICT 8 AS A DISTRICT OFFICE, WITH A TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $533,093.81 FOR THE FOUR-YEAR TERM OF THE LEASE AND FOUR-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S 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 Justo A. Atrio and Martha Atrio, for premises to be utilized as a district office by the commissioner of District 8, with a total fiscal impact to Miami-Dade County not to exceed $533,093.81 for the four-year term of the Lease and the four-year renewal option term, in substantially the form attached hereto and made a part hereof, 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 Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of February, 2011. 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 , 2011 by and between JUSTO A. ATRIO and MARTHA ATRIO, 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:

> 2,485 rentable square feet of air-conditioned office space located at 14707 South Dixie Highway, Suite 101, Miami including four assigned parking spaces and additional employee and guest parking to be shared in common with other tenants.

TO HAVE AND TO HOLD unto the said TENANT for a term of four (4) years, commencing on the latter of, (1) the effective date of the resolution of the Board of County Commissioners approving this lease agreement, or (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 "Commencement Date"), and terminating four (4) years thereafter for an annual base rent of Thirty Seven Thousand Three Hundred Twenty Four Dollars and 70/100 ($37,324.70) for the first lease year, payable in twelve (12) equal monthly installments of Three Thousand One Hundred Ten Dollars and 39/100 ($3,110.39), payable in advance on the first day of every month to Justo A. Atrio, 14707 South Dixie Highway, Suite 311, Miami, Florida 33176 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 for the second through the fourth lease year of the initial lease term are subject to step increases as outlined below.

Year	Rental Rate PSF	Annual	Monthly
2	$16.25	$40,381.25	$3,365.11
3	$17.75	$44,108.75	$3,675.73
4	$19.17	$47,637.45	$3,969.79

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.

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

LANDLORD, at its own expense, shall cause 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 XVIII, "Improvements of the Demised Premises."

Subject to the above, TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of the term of this Lease Agreement, after completion of alterations and acceptance by TENANT.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for water, waste disposal services, and electricity used by TENANT. TENANT shall reimburse LANDLORD the monthly amount of $376.84 for electricity service used by TENANT during the initial four-year term of the lease agreement and the monthly amount of $433.37 during the four-year renewal option period.

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;
Trash and refuse disposal;
Halls, stairways, elevators, and lavatories;
Air-conditioning and heating equipment as per exhibit "A" HVAC Preventive Maintenance for Leased Space;
Roof and roof leaks;
Windows, doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.

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 maintenance services as described above and referenced in Exhibit A, "Air Conditioning Preventive Maintenance."

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.

TENANT shall be responsible for janitorial and custodial services for the Demised Premises.

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, 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 hereof. TENANT shall be responsible for any damaged caused to the Demised Premises and the building resulting from the removal of removable partitions, furniture and any office equipment and supplies. 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 those requirements 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.

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LANDLORD agrees that TENANT may, at TENANT's expense, 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 installation and 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 the 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 sixty (60) 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 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.

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

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this AGREEMENT by the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its

officers, employees, agents, and instrumentalities as herein provided.

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
ASSIGNMENT OR SUBLET

TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the Demised Premises without prior written consent of LANDLORD, which shall not be unreasonably withheld. Any assignment or subletting consented to by LANDLORD shall be evidenced in writing in a form acceptable to LANDLORD.

ARTICLE XVI
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 XVII
NOTICES

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

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TENANT:	LANDLORD:
General Services Administration Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128	Justo A. Atrio 14707 South Dixie Highway Suite 311 Miami, Florida 33176

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 XVIII
IMPROVEMENTS OF THE DEMISED PREMISES

A. LANDLORD'S WORK: Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at its expense, shall provide a "Turn Key" build-out to include all partitions and preparing the Demised Premises (collectively, "Landlord's Work") in accordance with the Plans and specifications prepared by LANDLORD's architect and approved by LANDLORD and TENANT, entitled "Commissioner Lynda Bell," copies of which are initialed by the parties hereto and incorporated herein by this reference as Exhibit "B." The current build-out costs are estimated to be One Hundred Twenty Nine Thousand Five Hundred Twenty Five Dollars and 00/100 ($129,525.00) of which the LANDLORD shall be responsible for Seventy Four Thousand Five Hundred Twenty Five Dollars and 00/100 ($74,525.00) (herein after referred to as the "Tenant Allowance") and the TENANT shall be responsible for Fifty Five Thousand Dollars and 00/100 ($55,000.00), which is payable as additional rent, amortized over a forty eight (48) months period payable in 48 equal monthly installments of One Thousand One Hundred Forty Five Dollars and 84/100 ($1,145.84) and paid as additional rent. All build-out costs shall be subject to audit by TENANT. LANDLORD's architect shall prepare and provide Working Drawings and specifications for Landlord's Work for the interior of the Demised Premises. Working Drawings and specification

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architect indicating the specific requirements of the Demised Premises. All Working Drawings shall be prepared in accordance with applicable governing codes and ordinances. LANDLORD shall provide at its cost all necessary permits for Landlord's Work. LANDLORD shall provide at its cost and expense the permanent Certificate of Occupancy (or its applicable equivalent).

LANDLORD reserves the rights, however:

1. to substitute materials of equivalent grade and quality when and if any material specified in the Plans 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 such change shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Plans); and
3. to make changes as required by the local building department in order to obtain a building permit or Certificate of Occupancy.

B. LANDLORD shall substantially complete all work and improvements as set forth in the Plans within one hundred twenty (120) calendar days of the issuance of a building permit. Issuance of a Certificate of Occupancy shall determine when substantial completion has occurred, and shall so notify both parties hereto. Improvements to the Demised Premises shall be deemed substantially completed when all work is done in accordance with the Plans 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 Plans. LANDLORD shall complete such Punch-List at its expense at a time mutually convenient to both parties.

C. LANDLORD shall not charge TENANT any construction supervision, management supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. TENANT shall have the right to request additional tenant improvements to accommodate TENANT's needs and initial occupancy, not to exceed Fifty Five Thousand Dollars and 00/100 ($55,000.00). LANDLORD shall submit to TENANT the itemized costs for the entire costs of interior

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supervision, consultation, or other fees with respect to the construction of the improvements to the Demised Premises. TENANT has the right to inspect the premises during construction, and all work which is reasonably unsatisfactory to TENANT must be corrected or repaired at LANDLORD's expense.

D. TENANT shall have the right to request additional tenant improvements to accommodate TENANT's needs and initial occupancy, not to exceed Fifty Five Thousand Dollars and 00/100 ($55,000.00). LANDLORD shall submit to TENANT the itemized costs for the entire costs of interior improvements to the Demised Premises prior to any work being started by the LANDLORD and his agents. TENANT shall approve or disapprove the itemized costs. Any Landlord's Work exceeding the "Tenant Allowance" shall be reimbursed to LANDLORD and paid as additional rent. However, in no event shall the County be responsible for reimbursing the LANDLORD in excess of $55,000.00.

ARTICLE XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional four (4) year renewal option period, upon the same terms and conditions, except that the rental rate shall be increased by four percent (4%) each year, by giving LANDLORD notice in writing at least ninety (90) 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.

ARTICLE XX
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the Mayor's designee, shall have the right to terminate this Lease Agreement, or any portion thereof after twenty four (24) months by giving LANDLORD at least ninety (90) days written notice prior to its effective date. TENANT shall reimburse LANDLORD the two-year unamortized portion of the build-out costs owed by TENANT, which shall not exceed Twenty Seven Thousand Five Hundred Dollars and 00/100 ($27,500.00).

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ARTICLE XXI
OPTION TO TAKE SPACE IN BUILDING

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease any part of LANDLORD's available space in the building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing. LANDLORD shall deliver to TENANT possession of the additional space within ninety (90) days of receipt of TENANT's notice.

ARTICLE XXII
HEATING, VENTILATION, AND AIR-CONDITIONING

LANDLORD acknowledges that it is responsible for providing and maintaining, at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air conditioning system to cool and heat the entire premises uniformly, and sufficient with TENANT's use of the Demised Premises.

ARTICLE XXIII
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, subject to TENANT's approval prior to LANDLORD's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

ARTICLE XXIV
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas for approximately five (5) vehicles located on the property, including designated four (4) assigned parking spaces.

ARTICLE XXV
CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM

The following conditions precedent must be satisfied prior to the Commencement Date:

A. TITLE: LANDLORD must own and hold fee simple title, without encumbrance, conditions, restrictions, or exceptions, except for encumbrance that LANDLORD has provided to TENANT for non-material matters which do not adversely and materially affect the use and enjoyment of the premises in the manner contemplated by TENANT.

B. VACANT POSSESSION: LANDLORD must deliver vacant possession of the Demised Premises.

C. PERMITS: LANDLORD shall obtain a Certificate of Occupancy for TENANT in order to allow TENANT to utilize all of the Demised Premises.

D. NON-DISTURBANCE AND FUNDING AGREEMENT: LANDLORD shall have obtained a Non-Disturbance Agreement from all lenders as provided in ARTICLE XXXIII. In addition, LANDLORD agrees to set aside and fund the costs of LANDLORD'S WORK as set forth in ARTICLE XXXIV within thirty (30) days of Lease Agreement approval by the Board of County Commissioners.

E. APPROVAL OF PLANS: LANDLORD's Plans, Specifications, and Sign Drawings for TENANT's space have been completely approved by TENANT and written evidence thereof shall have been received by LANDLORD within thirty (30) days of Lease Agreement approval.

F. GOVERNMENTAL APPROVAL: This Lease Agreement shall be authorized and approved by the appropriate authorities of Miami-Dade County.

G. LANDLORD'S WORK: LANDLORD shall apply for a permit no later than twenty (20) calendar days from the date of approval by the Board of County Commissioners of this Agreement and shall obtain such final permits no later than sixty (60) days from the date of approval by the Board of County Commissioners of this Agreement, and LANDLORD shall use his diligent and best efforts to obtain such permits in a timely manner. LANDLORD shall complete LANDLORD'S WORK within one hundred twenty (120) days of receipt of such permit. Notwithstanding anything else contained in this Agreement, TENANT shall have the right to immediately terminate this Agreement in the event that LANDLORD is unable to apply for a permit, obtain a permit, or complete LANDLORD'S WORK within the timeframes set forth herein, LANDLORD shall have the right to terminate this Agreement

immediately. However, TENANT may, at its discretion, grant an extension to LANDLORD not to exceed thirty (30) days of the timeframes set forth herein.

The Lease Agreement shall be effective between the parties upon approval by the Miami-Dade Board of County Commissioner of this Lease Agreement and the expiration of the Mayoral veto period.

ARTICLE XXVI
CONSTRUCTION

A. PLANS: In the event of any conflict or ambiguity between the terms of the Lease Agreement and the approved Plans and specifications, the approved Plans and specifications shall be paramount and controlling.

B. ACCEPTANCE OF LANDLORD'S WORK: LANDLORD acknowledges that TENANT's entry in the Demised Premises and commencement of rent shall be deemed an acceptance of LANDLORD'S WORK by TENANT, provided, however, that LANDLORD shall remain liable for:

1. LANDLORD's construction and repair obligations;
2. Latent defects;
3. "Punch-List" items;
4. Governmental requirements; and
5. Other representations of LANDLORD as set forth in this Lease Agreement.

ARTICLE XXVII
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.

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ARTICLE XXVIII
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 XXIX
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 such default is caused 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.

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ARTICLE XXX
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 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 XXXI
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 XXXII
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.

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ARTICLE XXXIII
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 here in 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 Agreement, and subject to the terms, obligations, and covenants herein.

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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 XXXIV
SET-ASIDE FUNDS

LANDLORD acknowledges that it has irrevocably earmarked and set aside available funds to complete all of LANDLORD'S WORK, to be exclusively used for the performance until completion of LANDLORD'S WORK, and agrees to so use the funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on LANDLORD's part to be performed in order to place TENANT in the exclusive possession of the Demised Premises.

ARTICLE XXXV
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

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ARTICLE XXXVI
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE XXXVII
AMENDMENT

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

ARTICLE XXXVIII
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 TENANT premises.

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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 LANDLORD and the original test results shall be furnished to 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 or 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 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 XXXIX
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%)

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of the monthly rental in effect immediately prior to expiration, 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 XL
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 XLI
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.

WITNESS Gena Curtis

WITNESS Frances Atrio

By: _____
Justo A. Atrio

By: _____
Martha Atrio

(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.____

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.

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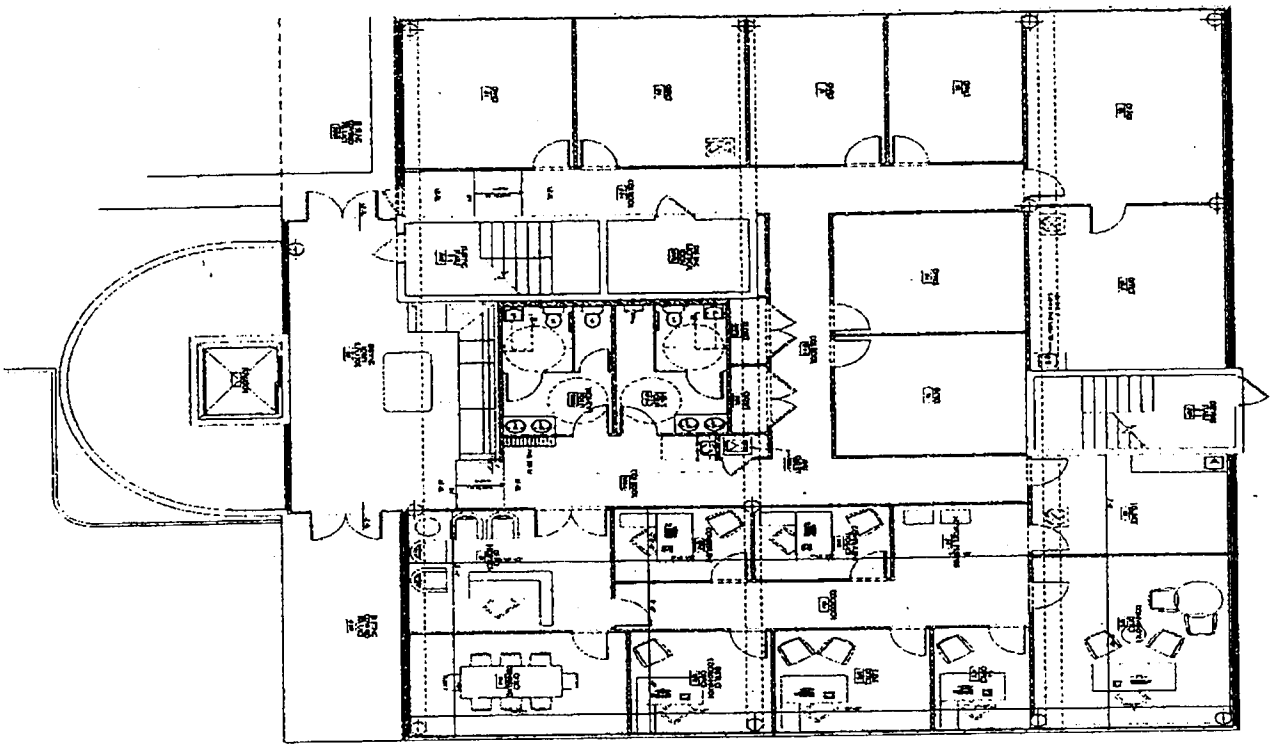

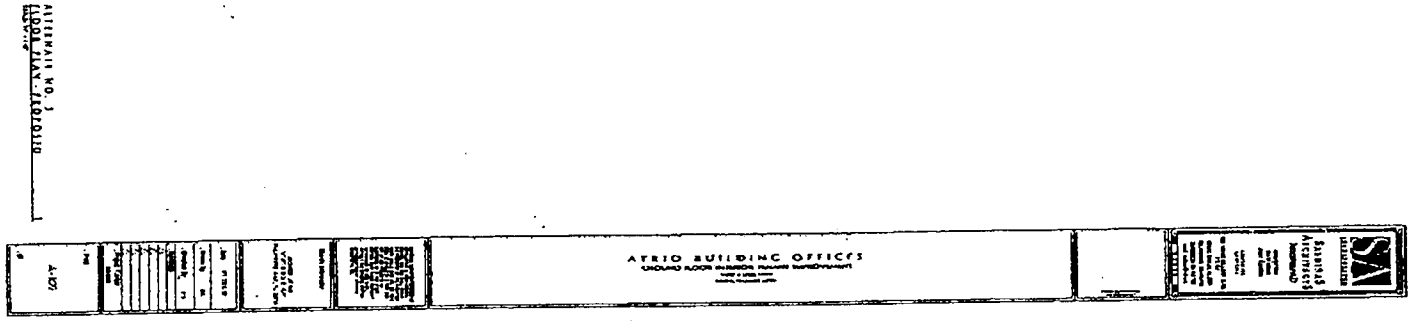

Exhibit B

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