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

MEMORANDUM

Agenda Item No. 14(A)(1)

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

DATE: May 15, 2012

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

SUBJECT: Resolution authorizing execution of a lease agreement at 14638 Lincoln Blvd., Miami, with Cheryl Edwards, for premises to be utilized by the Community Action and Human Services Department, for its senior meals program
Resolution No. R-444-12

The accompanying resolution was prepared by the Community Action and Human Services and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: May 15, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Execution of a Lease Agreement with Cheryl Edwards for the Community Action and Human Services Department, Located at 14638 Lincoln Boulevard, Miami, Florida 33176
Property # 30-5019-001-5580-L01

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Lease Agreement at 14638 Lincoln Boulevard, Miami, Florida, with Cheryl Edwards, for the Community Action and Human Services Department's (CAHS) Senior Meals Program.

PROPERTY:	14638 Lincoln Boulevard, Miami, FL
COMMISSION DISTRICT:	District 9
OWNER:	Cheryl Edwards – 100 percent
OWNERS' TRACK RECORD:	The County has no record of negative performance issues with Cheryl Edwards.
TENANT:	CAHS' Senior Meals Program.
USE:	3,755 square feet of air conditioned space together with kitchen facilities and off-street parking.
JUSTIFICATION:	CAHS assumed the Senior Meals Program at this location on January 1, 2009, following the dissolution of the James E. Scott Community Association (JESCA), which had managed the Senior Meals Program at this facility for six years. JESCA's funding was discontinued by the Alliance for Aging, Inc. during Fiscal Year 2008-2009. On March 10, 2009, a memorandum was sent to the Board (attached) explaining the circumstances which required CAHS to assume the responsibilities of the Senior Meals Program at this location. Upon assuming the operations of the facility and the program, the County felt it was in the best interest to make necessary improvements to the building to meet the requirements of the program and ensure the safety of the seniors attending this meal site. In exchange for the $21,500 worth of repairs made to the facility, the landlord agreed to waive the rent from January 1, 2009 through May 31, 2010. From June 1, 2010 to April 30, 2012, the County occupied the premises on a month-to-month basis without any rental payments to the landlord. A Lump-Sum Payment of $79,164.84 will compensate the landlord for our occupancy of the premises from the June 1, 2010 to April 30, 2012.

This proposed lease agreement will ensure the continuity of the Senior Meals Program at this location.

LEASE TERM: Five years with one additional five-year renewal option period.

EFFECTIVE DATES: Commencing on the first day of the next calendar month following the 10-day veto period after approval by the Board and terminating five years thereafter.

RENTAL RATE: The annual base rent for the first and second lease year of the initial lease term will be $41,304.96 each year, which is equal to $11.00 per square foot on an annual basis. The annual rent for the third through the fifth lease year of the initial lease term and any subsequent renewal option period shall be increased per the Consumer Price Index, in accordance with Article XX of the lease, not to exceed three percent.

The Lump-Sum Payment for the period of June 1, 2010 to April 30, 2012 of $79,169.84 is equal to $11.00 per square foot for the 23 month period.

FINANCIAL IMPACT: The total fiscal impact for the first lease year is estimated to be $138,818.25, which is calculated below and includes the lump-sum payment of $79,169.84 for occupancy by the tenant on a month-to-month basis, which is payable upon the effective date of this lease.

First lease year of the initial term:

Annual Base Rent:	Total Dollars	
Annual Rent:	$ 41,304.96	$11.00 psf
	$ 41,304.96	
Direct Expenses:		
Electricity:	$ 5,632.50	$ 1.50 psf
Water:	$ 2,253.00	$ 0.60 psf
Waste Disposal:	$ 3,680.00	$ 0.98 psf
Janitorial & custodial:	$ 4,693.75	$ 1.25 psf
Security alarm:	$ 432.00	$ 0.12 psf
	$ 16,691.25	$ 4.45 psf
Indirect Expense:		
Lease Management Fee:	$ 1,652.20	
First-Year Cost to County		
Lease costs:	$ 59,648.41	
First-Year lump-sum payment	$ 79,169.84	
First Year Total Due:	$138,818.25	

The total projected fiscal impact for the five-year term of the lease and five-year renewal option period, and the one-time lump-sum payment for prior occupancy of $79,169.84 is $719,901.37.

LEASE CONDITIONS: The tenant will be responsible for utilities, janitorial and custodial services and security alarm. The landlord will be responsible for the building maintenance, real estate taxes, insurance, air conditioning, roof, roof leaks and the structure of the building.

CANCELLATION PROVISION: Tenant may cancel after 24 months by giving landlord at least 60 days written notice prior to its effective date.

FUNDING SOURCE: The County's general funds will cover the entire costs of this lease agreement, which are budgeted in CAHS, Index code COEADWDWEXE6.

OTHER PROPERTIES EVALUATED:

9941 Jessamine Street - $10.00 per square foot on an annual basis for a modified gross lease. This does not consider operating expenses, maintenance of the building, and air conditioning maintenance for an additional estimated $3.00 per square foot on an annual basis. The tenant is responsible for janitorial and custodial services and electricity.

18901 S.W. 106 Avenue - $15.00 per square foot on an annual basis for a triple net lease. The tenant is responsible for utilities and maintenance of the demised premises. The landlord is responsible for the structure of the building.

12600 S.W. 120 Street - $15.96 per square foot on an annual basis, gross lease. Tenant is responsible for its portion of pass through expenses, electricity, janitorial and custodial services, phone, data and moving expenses. The landlord would be responsible for the common area and the structure of the building.

There are no County-owned Neighborhood Service Buildings located in this area that would be suitable for this Senior Meals Program.

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 five-year renewal option period.

Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: May 15, 2012

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

SUBJECT: Agenda Item No. 14(A)(1)

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. 14(A)(1)
5-15-12

RESOLUTION NO. R-444-12

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 14638 LINCOLN BOULEVARD, MIAMI, WITH CHERYL EDWARDS, FOR PREMISES TO BE UTILIZED BY THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, FOR ITS SENIOR MEALS PROGRAM WITH TOTAL ESTIMATED FISCAL IMPACT TO THE COUNTY OF $719,901.37 FOR THE FIVE-YEAR TERM OF THE LEASE AND THE FIVE-YEAR RENEWAL OPTION TERM, AND THE ONE-TIME LUMP-SUM PAYMENT FOR PRIOR MONTH-TO-MONTH OCCUPANCY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Miami-Dade County operates a Senior Meals Program at the Richmond Heights Senior Center located at 14638 Lincoln Boulevard, Miami, Florida; and

WHEREAS, the property on which the Center has been operating is owned by Cheryl Edwards, hereinafter called Owner, and is described as follows:

3,755 rentable square feet of air-conditioned space located at 14638 Lincoln Boulevard, Miami, Florida 33176, including off-street parking.

Property # 30-5019-001-5580-L01 (the Property); and

WHEREAS, the James E. Scott Community Association, (JESCA) operated a senior meals program on the property for six years, but in December, 2008, JESCA's funding was discontinued by the Alliance for Aging, Inc; and

WHEREAS, on March 10, 2009, the Board of County Commissioners received a memorandum explaining the circumstances which required the Community Action and Human

Services Department (CAHSD) to assume the senior meals program at this location to ensure the continuity of the program and services to the seniors, and operations as of January 1, 2009; and

WHEREAS, upon assuming operations of the program Center, the County immediately made repairs to the property to insure the health and safety of those elders attending this meal site and because the County made these repairs, the owner agreed to forgo any payments for use of the facility from January 1, 2009 through May 31, 2010; and

WHEREAS, no payment has been made for use of the facilities from January 1, 2009 to date; and

WHEREAS, the County agrees that the Owner should be paid rent owed for the use of the property from June 1, 2010 to date, and CAHSD has identified funding to make such payment; and

WHEREAS, it is in the best interest of the County to identify funding to provide for the ongoing use of the Property for the Senior Meals program and to formalize a lease agreement with the Owner of the Property, to be approved by the Board of County Commissioners as legally required, to ensure that the elders who rely on this program at this location can continue to receive the daily support needed; and

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 Cheryl Edwards, for premises to be utilized by the Community Action and Human Services Department for its senior meals program, with an estimated fiscal impact of $719,901.37 for the five-year term of the lease and five-year renewal option period, and the one-time Lump-Sum Payment for prior month-to-

month occupancy, in substantially the form attached hereto and made a part hereof; authorizes the Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of May, 2012. 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: ***Christopher Agrippa***
Deputy Clerk

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

Juliette R. Antoine

Memorandum

MIAMI-DADE COUNTY

Date: March 10, 2009

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

From: George M. Burgess
County Manager

Subject: James E. Scott Community Association (JESCA)

On November 4, 2008, the Board was provided a memorandum informing it of the status of the James E. Scott Community Association (JESCA) and advising the Board of the Agency's request for immediate emergency financial assistance from Miami-Dade County. The purpose of this correspondence is to update the Board on the activities that have occurred with respect to JESCA since receipt of the November 4th memorandum.

Following the distribution of the memorandum, JESCA's Board Chair and Chief Executive Officer were advised of the memorandum and forwarded copies via facsimile. As stated in the memorandum JESCA was requested to provide my office a detailed plan to address their fiscal crisis by November 7, 2008. While the Agency failed to provide the plan as requested, County staff continued to work with JESCA staff in an effort to obtain a thorough understanding of JESCA's operations and make a determination on how to proceed. However, the process of eliciting information from JESCA was both time consuming and frustrating as staff was often slow in responding to requests and the information provided was found to be insufficient and at times erroneous.

On November 10, 2008, the Community Action Agency (CAA) Advisory Board in a separate action unrelated to JESCA's request for funding, voted to terminate JESCA's contract with the County for the provision of Head Start/Early Head Start services. This decision was based on the results of a Federal audit of the County's Head Start program conducted in May and the outcome of follow-up visits made by County staff to JESCA at the CAA Board's direction. On the same day as the CAA Board meeting, JESCA forwarded three letters to the County, one of which requested voluntary termination of the Agency's contracts for Early Childhood Development, Head Start and its Multi-purpose (elderly) Program. The other two letters related to a request for County staff to be loaned to the Agency and for the initiation of an investigation of the Agency's fiscal and programmatic operations by the Office of the Inspector General. Copies of these letters are incorporated as Attachments 1, 2 and 3.

Subsequent to the decision by the CAA Board and receipt of the letters from JESCA, County staff met with JESCA administration and implemented a plan for the transition of Head Start services. JESCA's contract with the County for Head Start/Early Head Start services was officially terminated as of November 17, 2008, with the County assuming operation of the JESCA sites. Included in this transition was the transfer of the majority of JESCA's Head Start program employees to temporary positions in the County's Head Start Program Division.

On November 18, 2008, staff from my office, Dan Wall, Director, Office of Grants Coordination and David Raymond, Executive Director, Miami-Dade County Homeless Trust met with JESCA's Board Chair and two other members of JESCA's Board. The purpose of the meeting was to respond to JESCA's letters of November 10, 2008 and to clarify the Agency's contractual relationship with the

County with respect to the community-based organization (CBO) contracts and the contract with the Homeless Trust. At the meeting, County staff advised JESCA that the Agency did not have any executed contracts for the 2008-09 fiscal year for either of the CBO contracts for Early Childhood Development and the Multi-Purpose (Elderly) Program or the Homeless Trust. At that meeting it was learned that while JESCA staff was fully aware of this as well as the issues with the prior year contracts (FY 2007-08) that impeded moving forth with continuation funding, this information had not been transmitted to JESCA Board members. (Note: pursuant to Resolution 420-08, the monies recaptured from the CBO contracts not executed with JESCA for FY 2008-09 will be incorporated in the funding for CBOs in FY 2009-10.) At this meeting, JESCA also advised the County staff of the Agency's intentions to make changes in its management staff.

As a follow-up to the meeting, a letter was forwarded to JESCA's Board Chair on November 24, 2008 (Attachment 4) formally advising him of the status of JESCA contracts and requesting that JESCA identify staff that would be able to assist Audit and Management Services (AMS) in proceeding with the review of the Agency's financial records. To date, this information has not been received. In addition to the follow-up letter from my office, the Homeless Trust also forwarded a letter to JESCA advising them of their Board's decision to cease operations with JESCA based on JESCA's inability to meet previously required performance standards. A copy of this letter is incorporated as Attachment 5. Upon cancellation of the contract the Homeless Trust competitively bid and secured the services of another CBO to provide the services that were formerly provided by JESCA.

Based upon information received from JESCA after the November 18th meeting and subsequent conversations, it became apparent that JESCA had already ceased operation of all of its County funded grants. Many of the phones for these programs were found to be disconnected and collateral agencies that JESCA reported serving with County funds that were contacted to discuss the resumption of services were unresponsive. Of the six grants JESCA was awarded through the CBO process, four of these were utilized to supplement larger grants. As such, the services provided by these grants were absorbed by the primary funders of these services, (i.e. Head Start, Alliance for Aging and the Homeless Trust).

On December 22, 2008, the County's Department of Human Services received an emergency request from the Alliance for Aging (AOA) to assume immediate responsibility for the operation of its grant with JESCA for the provision of elderly meals. The AOA terminated its contract with JESCA effective December 24, 2008 due to JESCA's failure to meet its contractual obligations. The County complied with the AOA's request and has assumed these services by expanding its own elderly meals program. Based on information received on all the Agency's funding sources, it is believed that JESCA still maintains contracts with the Department of Children and Families, the Department of Juvenile Justice and the Children's Trust.

As of this writing AMS has suspended the review of JESCA's financial records due to the failure of JESCA to identify staff available to provide information and access to documents. And, while the County has received verbal information that JESCA has acquired an acting Chief Executive Officer (CEO) on a voluntary basis, requests for this information in writing have gone unanswered. Efforts also

continue to schedule a meeting with the Board Chair however, our respective schedules have impeded our ability to do so thus far.

After the County assumed operation of the Head Start services previously provided by JESCA, the County explored the possibility of finding a way to pay those JESCA employees that were due back pay for the work they performed on behalf of the Head Start program. However, it was learned that in accordance with federal regulations, the County is prohibited from doing so as JESCA was provided a significant contractual cash advance and technically has already paid these employees as documented by the reimbursement packages submitted by the Agency. This information has been provided to the Department of Labor in response to their inquiry regarding this situation. Information on the County's inability to provide back pay has also been verbally told to those JESCA employees that have inquired either verbally or through email requests to the Mayor's office. A written memo attesting to this fact is also being provided to all former JESCA employees now employed in the County's Head Start program. Additionally, in a letter dated February 17, 2009 (Attachment 6) the Head Start Director notified the Chairperson of the JESCA Board of an outstanding balance of $40,999 owed to the County from the cash advance provided to JESCA at the onset of the 2008-09 program year.

Finally, it is my understanding that the Office of the Inspector General (OIG) has complied with the request of JESCA's Board Chair and initiated an investigation of the Agency's fiscal operation.

As I stated previously, no one a can take away from the value of JESCA as a community based organization and the multiple decades of service that the Agency has provided to our community. It is my hope that the Agency will be able to rebound from this unfortunate situation, and once again become a viable agency capable of being considered as a significant provider of services to those in need.

Attachments

C: Honorable Carlos Alvarez, Mayor
Denis Morales, Chief of Staff, Office of the Mayor
Cynthia W. Curry, Senior Advisor, Office of the County Manager
Irene Taylor-Wooten, Special Assistant for Social Services
Jennifer Glazer-Moon, Director, Office of Strategic Business Management
Cathy Jackson, Director, Audit and Management Services
Dan Wall, Director, Office of Grants Management
Julie Edwards, Executive Director, Community Action Agency
David Raymond, Executive Director, Miami-Dade Homeless Trust
Phyllis Tynes-Saunders, Director, Department of Human Services
Max Rothman, President/CEO, Alliance for Aging
Ron Book, Chairperson, The Homeless Trust Board

ATTACHMENT 1

THE JAMES E. SCOTT COMMUNITY ASSOCIATION, INC.

2389 N.W. 54th STREET • MIAMI, FLORIDA 33142 • PHONE: (305) 637-1018 / (305) 637-1000 • FAX: (305) 638-4642
E-mail: jesca@bellsouth.net • Website: www.jescaonline.org

July 28, 2008

Mr. George Burgess
County Manager
Stephen P. Clark Center
111 N.W. 1st Street, Ste. 2910
Miami, FL 33128

Dear Mr. Burgess:

In light of ongoing inefficiencies, The James E. Scott Community Association (JESCA) recently revised its Board of Directors in an effort to revitalize its programs and public image. In doing so, the Board's Oversight Committee(s) has discovered that the agency's internal problems are more extensive than originally thought.

The Board has concluded that JESCA, due to its fiscal and programmatic problems needs to be restructured and revamped. The agency is rapidly approaching financial insolvency and the Board cannot fix the organization with staff as is. The agency is currently in arrears with employee compensation and is therefore respectfully requesting immediate assistance from the County to make JESCA's employees whole.

Further, the Board is respectfully requesting to exercise the agency's contractual agreement to terminate the following contracts as soon as a management transition can be completed:

- Early Childhood Development
- Headstart
- Multi-purpose (elderly) Program

In the interim, the Board intends to continue to function in its oversight/advisory capacity in order to revitalize the organization with the intent to resume full responsibility to JESCA for these programs as soon as possible. In its efforts to realize this goal, please be advised that the Board will also be requesting that an independent investigation be conducted by the Office of Inspector General and will notify Miami-Dade County State Attorney's Office.

If you have any questions or concerns, please do not hesitate to contact me at (305) 576-1209.

If you have any questions or concerns, please do not hesitate to contact me at (305) 576-1209.

Sincerely,

Larry R. Handfield, Esq.
Interim Board Chair

CC: JESCA Board of Directors
Irene Taylor-Wooten, Special Assistant to County Manager
Julie Edwards, CAA Executive Director

ATTACHMENT 2

THE JAMES E. SCOTT COMMUNITY ASSOCIATION, INC.

2389 N.W. 54th STREET • MIAMI, FLORIDA 33142 • PHONE: (305) 637-1018 / (305) 637-1000 • FAX: (305) 638-4642
E-mail: jesca@bellsouth.net • Website: www.jescaonline.org

July 28, 2008

Mr. George Burgess
County Manager
Stephen P. Clark Center
111 N.W. 1st Street, Ste. 2910
Miami, FL 33128

Dear Mr. Burgess:

In light of ongoing inefficiencies, The James E. Scott Community Association (JESCA) recently revised its Board of Directors in an effort to revitalize its programs and public image. In doing so, the Board's Oversight Committee(s) has discovered that the agency's internal problems are more extensive than originally thought.

Accordingly, we are respectfully requesting the loan of two (2) County employees to oversee the daily fiscal and programmatic operations of JESCA. Specifically, we are requesting a CFO for fiscal operations and a second employee with daily programmatic operations experience in order to assure continued services to the youth, elderly and local community.

Your consideration and assistance is greatly appreciated. We look forward to a favorable response. Should you have any questions or concerns, please do not hesitate to contact me at (305) 576-1209.

Sincerely,

Larry R. Handfield, Esq.
Interim Board Chair

CC: JESCA Board of Directors
Irene Taylor-Wooten, Special Assistant to County Manager
Julie Edwards, CAA Executive Director

ATTACHMENT 3

THE JAMES E. SCOTT COMMUNITY ASSOCIATION, INC.

2389 N.W. 54th STREET • MIAMI, FLORIDA 33142 • PHONE: (305) 637-1018 / (305) 637-1000 • FAX: (305) 638-4642
E-mail: jesca@bellsouth.net • Website: www.jescaonline.org

July 28, 2008

Christopher Mazzella, Inspector General
Office of the Inspector General
19 West Flagler Street
Miami, FL 33130

Re: Request for audit/investigation; James E. Scott Community Association

Dear Mr. Mazzella:

In light of ongoing inefficiencies, The James E. Scott Community Association (JESCA) recently revised its Board of Directors in an effort to revitalize its programs and public image. In doing so, the Board's Oversight Committee(s) has discovered that the agency's internal problems are more extensive than originally thought.

Based upon our internal investigation, it has come to our attention that there are potential fiscal/programmatic irregularities involving State and County funds that require an independent audit and examination. Please accept this letter as our request for such an investigation to be conducted by the Miami-Dade County Inspector General's Office.

Your consideration and assistance is greatly appreciated. We look forward to a favorable response. Should you have any questions or concerns, please do not hesitate to contact me at (305) 576-1209.

Sincerely,

Larry R. Handfield, Esq.
Interim Board Chair

CC: JESCA Board of Directors
Carlos Alvarez, Mayor, Miami-Dade County
George Burgess, Miami-Dade County Manager
Joseph Centorino, Esq., Office of the State Attorney
Irene Taylor-Wooten, Special Assistant to County Manager
Julie Edwards, CAA Executive Director

ATTACHMENT 4

Carlos Alvarez, Mayor

County Executive Office
County Manager
111 NW 1st Street • Suite 2910
Miami, Florida 33128-1994
T 305-375-5311 F 305-375-1262

miamidade.gov

November 24, 2008

Mr. Larry R. Handfield, Esq.
Interim Board Chair
James E. Scott Community Association, Inc.
2389 N.W. 54th Street
Miami, Florida 33142

Dear Mr. Handfield: Larry

This correspondence serves as a follow-up to your letter and recent meeting with County staff, on November 18, 2008, on behalf of the Board of Directors of The James E. Scott Community Association (JESCA).

As you are aware, pursuant to your written request, Miami-Dade County has terminated JESCA's contract with the County for the provision of Head Start services, and has assumed responsibility for the management of the Head Start slots previously allocated to JESCA.

While you have also requested termination of the Early Childhood Development and Multi-Purpose (Elderly) Program grants, as you have been advised, the County has not executed contracts with JESCA for these programs for Fiscal Year 2008-09. Further, the County can not in good faith execute any Fiscal Year (FY) 2008-09 contracts with JESCA until we can determine that all of the terms and conditions of the prior year (FY 2007-08) grants have been met. Please also note that in the absence of an executed contract, any costs incurred by JESCA for services provided are at JESCA's sole expense.

I have directed staff to continue to meet with you and other representatives of JESCA that you deem appropriate, in order to transition the services for which JESCA was previously funded, to either the County or other Community-Based Organizations. I am also requesting your assistance in identifying staff or other persons that are able to provide information and documentation to staff from the County's Office of Audit and Management Services (AMS) in order that we may continue with the review of JESCA's financial records.

Please know that I am cognizant of your request for the loan of two (2) County employees to oversee the fiscal and programmatic operations of JESCA. I will be scheduling a meeting to further discuss this issue. In the interim if you have any questions please continue to contact Irene Taylor-Wooten, Special Assistant for Social Services.

Sincerely,

George M. Burgess
County Manager

I've asked Irene to schedule time for meeting & discussion. Hope you are doing well.

C: Irene Taylor-Wooten, Special Assistant for Social Services
Cathy Jackson, Director, Audit and Management Services
Dan Wall, Director, Office of Grants Coordination

ATTACHMENT 5

Homeless Trust
111 NW 1st Street • 27th Floor • Suite 310
Miami, Florida 33128-1930
T 305-375-1490 F 305-375-2722

miamidade.gov

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

November 24, 2008

RECEIVED
NOV 24 2008
COUNTY MANAGER'S OFFICE

Larry R. Handfield, Esq.
Interim Board Chair
James E. Scott Community Association, Inc.
2389 N.W. 54th Street
Miami, Fl 33142

Dear Mr. Handfield,

At the November 21, 2008 Miami-Dade County Homeless Trust meeting, the Board passed a Motion that recognized JESCA's inability to meet previously required performance standards, as well as other programmatic and institutional problems facing JESCA that have come to light. Furthermore, this Motion empowered staff to take any and all actions necessary with respect to JESCA's programs that are in the best interest of the Trust and the clients we serve.

As such, we are providing notice that the Homeless Trust will not be renewing the supportive housing contract with JESCA. The previous contract expired on September 30, 2008. Any expenses incurred by JESCA after the expiration of the contract, which expired on September 30, 2008 will be at JESCA's sole expense.

Please have the appropriate person from JESCA's staff contact me at (305) 375-1490 by close of business on Tuesday, November 25th to discuss any clients who may need to be referred to other programs/agencies.

Thank you for your cooperation in this matter

Sincerely,

David Raymond
Executive Director

cc: George M. Burgess, County Manager
Cynthia W. Curry, Senior Advisor to the County Manager
Irene Taylor-Wooten, Assistant County Manager
Ronald L. Book, Chairperson, Miami-Dade County Homeless Trust
Mandana Dashtaki, Esq., Assistant County Attorney
Daniel Wall, Director, Office of Grants Coordination

ATTACHMENT 6

Carlos Alvarez, Mayor

Community Action Agency
Office of the Executive Director
Overtown Transit Village North
701 NW 1st Court, Suite 1000
Miami, FL 33136
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February 17, 2009

Larry Handfield, Esquire
Chairman, James E. Scott Community Assoc., Inc
2389 NW 54 Street
Miami, FL 33142

Dear Mr. Handfield:

This is a reminder that there is an outstanding balance of $40,999.31 owed to Miami Dade Community Action Agency Head Start/Early Head Start from a cash advance ($348,400) granted to your organization for the provision of Head Start services during the 2008-09 program year. Attached you will find an account summary sheet, copies of the reimbursement packages submitted by your organization, and the disallowed amounts that were applied towards your cash advance. Your organization will have 10 days from the receipt of this letter to pay the outstanding balance.

Sincerely,

Jane McQueen, Director
Head Start/Early Head Start

Cc: Julie Edwards, Executive Director
Mamie Williams, Acting Fiscal Director

ACCOUNT SUMMARY

DATE	29-Sep-08	5-Oct-08	15-Dec-08	22-Dec-08
INVOICE #	0801-09	0901-09	1001-09	0802-09
FACE AMOUNT:	67509.45	121312.31	116170.05	3295.35
AMOUNT DISALLOWED:	80	172.24	314.45	319.78
NET AMOUNT:	67429.45	121140.07	115855.6	2975.57
ADVANCE BALANCE AFTER THE HOLDBACK:	280970.55	159830.48	43974.88	40999.31

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2012, by and between CHERYL EDWARDS, 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 the LANDLORD the Demised Premises described as follows:

> 3,755 rentable square feet of air-conditioned space located at 14638 Lincoln Boulevard, Miami, Florida, including off-street parking. Property # 30-5019-001-5580-L01

TO HAVE AND TO HOLD by TENANT for a term of Five (5) years, commencing on the first day of the next calendar month following the 10-day veto period after approval by the Miami-Dade Board of County Commission and terminating Five (5) years thereafter, unless terminated or extended, as provided herein, for an annual rental of Forty-One Thousand Three Hundred Four and 96/100 Dollars ($41,304.96) for the first and second lease year payable in twelve (12) equal monthly installments of Three Thousand Four Hundred Forty-Two and 08/100 Dollars ($3,442.08). Past due rent in the amount of $79,169.84 for occupancy by Tenant on a month to month basis agreed upon by Landlord and Tenant, from June 1, 2010 through April 30, 2012 shall be due and payable in one lump sum upon the effective date of this Lease Agreement. Commencing at the beginning of the term, rental payments shall be payable in advance on the first day of every month, to Cheryl Edwards, 513 Tennessee Avenue N.E., Washington, D.C. 20002 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 third through the fifth lease year of the initial lease term and any subsequent renewal option period shall be adjusted as per Consumer Price Index (CPI) as per Article XX herein.

The rental payment for the month of October of each year will be processed by the County after the close of the County's fiscal year on September 30. Therefore, October's payment may be delayed each year and LANDLORD is so acknowledging this fact without penalty to TENANT.

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. LANDLORD agrees that TENANT shall have full use and control over the Demised Premises during the entire five-year lease term to operate its senior meals program. LANDLORD shall retain the property during the five-year lease period and further agrees not to sell, disposed of, grant, release, or convey the Demised Property to any unrelated third party during the entire lease period, including any renewal option periods.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in an "as is" condition at the commencement of the term of this Lease Agreement. LANDLORD and TENANT agree and acknowledge that the Demised Premises and the Building must be repaired to accommodate the needs of the program. TENANT, with LANDLORD's consent, shall make or has made all the necessary repairs and tenant improvements as per Miami-Dade County General Services Administration's Memorandum of Understanding and Work Order Estimate, attached hereto as exhibit "A." All improvements and alterations must be in compliance with the building code and local regulatory agencies.

ARTICLE III
UTILITIES

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

ARTICLE IV
MAINTENANCE

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

Plumbing and electrical lines, fixtures, and equipment;
Lavatories;
Sidewalk, parking lot and all common areas;
Air-conditioning and heating equipment, as per exhibit "B" attached hereto;
Roof and roof leaks;
Windows, doors, frames and structure of the building;
Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed on the Demised Premises as necessary at anytime during the term of this Lease Agreement and any extension thereof, the aforementioned maintenance services.

Upon failure of the LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement and after ten (10) 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 credit against rental payments for the actual costs thereof, and upon presentation of a detailed invoice of the actual cost of repairs.

ARTICLE V
ALTERATIONS BY TENANT

TENANT with LANDLORD's prior written consent and agreement, may make alterations, additions, or improvements in or to the Demised Premises to accommodate the needs of TENANT. TENANT covenants and agrees to obtain all necessary permits and approvals required by the state or local authorities, and that all alterations and improvements shall be in conformance with all applicable laws. All alterations and improvements must be in accordance with the Internal Services Department (formerly the

General Services Administration) Memorandum of Understanding and Work Order Estimate attached hereto, as exhibit "A." All payment for alterations or repairs as described herein shall be paid for by Tenant. Any future alterations or repairs will also be in accordance with the memorandum of understanding between the parties, and shall also be subject to LANDLORD's approval as above. 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. Any damage or unsightly condition to the Demised Premises or the building caused by the removal of TENANT's furnishings and/or equipment shall be satisfactorily repaired by TENANT, prior to surrendering the Demised Premises.

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 shall 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.

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

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense, 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. TENANT shall be responsible for any liability arising from alterations or changes made by TENANT in connection 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, subject to the limitations of Section 768.28 of the Florida Statutes. LANDLORD shall not be held liable for any damage or injury which may be sustained by any party or person on the Demised Premises as a result of any alterations or changes made by TENANT, other than the damage or injury caused by the negligence of the LANDLORD or LANDLORD's employees, agents, servants, partners, principals or subcontractors.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
SIGNS

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to 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 or the negligence of LANDLORD, 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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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 the LANDLORD's employees, agents, servants, partners, principals, subcontractors or any unrelated third party.

ARTICLE XV
ASSIGNMENT OR SUBLET

TENANT may 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. Any assignment or subletting with prior written consent of the LANDLORD shall be evidenced in writing by both parties.

ARTICLE XVI
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests,

LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained 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 Lease Agreement, and subject to the terms, obligations, and covenants

herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII
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 XIX
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:

TENANT:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 NW First Street, Suite 2460
Miami, Florida 33128

COPY TO:

Miami-Dade County
Community Action and Human Services Department
Office of Administration, Financial Division.
2525 N.W. 62 Street, Suite 4000
Miami, Florida 33147

LANDLORD:

Cheryl Edwards
1330 N.W. 90 Street
Miami, Florida 33147

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 XX
RENT ADJUSTMENT

The base rent for the third through the fifth year of the initial Lease term and for each twelve-month period thereafter, shall be computed by multiplying the Annual Base Rent of $41,304.96 by a fraction whose numerator

shall be the Consumer Price Index (CPI) for the month two (2) months prior to the start of the year to be increased and whose denominator shall be the Consumer Price Index (CPI) for two (2) months prior to the commencement date of this Lease (the "Base year"). For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT of the adjusted monthly rent, in writing, prior to the respective anniversary date, if such rent adjustment occurs. In no event shall the rent adjustment exceed an increase of three percent (3%) per annum, or be less than the rent for the immediately preceding year.

If LANDLORD does not submit to TENANT in writing the Consumer Price Index adjustment at the time of commencement of the lease year to be adjusted or within the next six (6) months after the start of the adjusted lease year, then LANDLORD waives its right to the Consumer Price Index adjustment for the adjusted year.

ARTICLE XXI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its Mayor or the Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1) additional five(5) year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted as per Consumer Price Index (CPI), in accordance with Article XX, "Rent Adjustment" herein, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Notwithstanding any provision of this Agreement, if this Lease Agreement is extended for an additional five-year term, the TENANT shall only make lease payments from a legally available funding source.

ARTICLE XXII
TERMINATION RIGHTS OF TENANT

TENANT, through its Mayor or the Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, after twenty four (24) months from commencement date, by giving LANDLORD at least sixty (60) days' written notice prior to its effective date.

ARTICLE XXIII
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 Demised Premises uniformly, in a manner sufficient for TENANT's use of the Demised Premises.

ARTICLE XXIV
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas located on the property.

ARTICLE XXV
CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM

LANDLORD shall satisfy the following conditions precedent prior to the Commencement Date:

A. TITLE: LANDLORD must own and hold fee simple title, without encumbrance, conditions, restrictions, or exceptions, except for any encumbrance that LANDLORD has informed TENANT of, for non-material matters which do not adversely and materially affect the use and enjoyment of the Demised 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 use in order to allow TENANT to utilize all of the Demised Premises.

D. Additionally, this Lease Agreement is contingent upon, and shall only become effective after full and binding authorization and approval of all appropriate and necessary authorities of Miami-Dade County, and after the last party executes and delivers the Lease Agreement to the other party.

ARTICLE XXVI
WAIVER OF LANDLORD'S LIEN

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

trade fixtures, and equipment.

ARTICLE XXVII
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 XXVIII
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within seven (7) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXIX
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 XXX
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 XXXI
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, due to the 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 services 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 such service is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXXII
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 XXXIII
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 XXXIV
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.

B. 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.

C. 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 build-out or renovation of the demised space.

ARTICLE XXXV
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, after expiration of the term, equivalent to one hundred percent (100%) 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 XXXVI
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 XXXVII
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.

3-12-12

WITNESS Date

By: Cheryl Edwards

Cheryl Edwards

3-12-12

WITNESS Date

By: Cheryl Edwards

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

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

By: _____

Carlos A. Gimenez Date
County Mayor

Approved by the County Attorney as
to form and legal sufficiency By: _____
Date

EXHIBIT "B"

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.