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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(2)

Date: February 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement and Assignment of Lease Agreement for the State of Florida Department of Health, Miami-Dade County Health Department with Headlands Realty Corporation for Property Located at the Prologis Beacon Executive Center, 8600 NW 17 Street, Building 36, Second Floor, Doral, Florida

Resolution No. R-77-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of the Lease Agreement (Lease) with Headlands Realty Corp., a Maryland Corporation, at the Prologis Beacon Executive Center, 8600 NW 17 Street, Building 36, Second Floor, Doral, FL to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department (State DOH). This lease does the following:

- authorizes the lease of 19,711 rentable square feet of air-conditioned office space, together with 126 unassigned parking spaces; and
- authorizes the assignment of the lease to the State DOH in order to transfer all legal and financial responsibilities to the State of Florida.

The County is acting solely as the agent for the State DOH as allowed by State law and administrative procedure, which permits them to lease space through Miami-Dade County. No County programs will operate from this leased location and no County funds will be expended on this Lease.

SCOPE

The property is located in Commission District 12, but the services provided by the State DOH are countywide in nature.

FISCAL IMPACT/FUNDING SOURCE

No County funds are utilized for the payment of this lease. The County will receive a four percent lease management fee, which totals $79,521 over the initial five-year term.

The total fiscal impact for the first lease year to the State DOH is estimated to be $356,092. This expense is incurred entirely by the State DOH. The projected fiscal impact to the State DOH for initial five-year term is estimated to be $2,166,121.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with Headlands Realty Corporation, a Maryland Corporation. Linda Weber, Real Estate Office, Real Estate Development Division, Internal Services Department is the lease monitor.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and Assignment of Lease Agreement, and exercise the cancellation provision.

BACKGROUND

The State DOH has been leasing 31,517 square feet at this location since June 2004 and has a need to continue utilizing space for its administration offices. The current lease agreement was approved by the Board on September 18, 2007, through Resolution R-1027-07, which commenced October 1, 2007 and expired September 30, 2012 with no renewal option period. The current lease agreement expired prior to the completion of final lease negotiations due to new ownership of the property and delays by the new landlord's legal counsel requesting language modifications to the County's lease agreement.

However, as a result of these extended negotiations, the landlord agreed to apply the reduced square footage and the reduced rental rate from the October 1, 2012 date, even though the projected approval of this lease is after that date. Additional Lease Agreement details are as follows:

PROPERTY:	Prologis Beacon Executive Center, 8600 NW 17 Street, Building 36, Second Floor, Doral, FL, 33126
OWNER:	Headlands Realty Corp., a Maryland Corporation
COMPANY PRINCIPALS:	W. Blake Baird President, CEO Michael A. Coke Executive Vice President, CFO
LEASE TERM:	61 months
EFFECTIVE DATES:	Commencing on October 1, 2012 and terminating October 31, 2017.
RENTAL RATE:	The State DOH was able to reduce their current square footage from 31,517 square feet to 19,711 square feet and has significantly reduced the rental rate from $26.79 per square foot to $18.95 per square foot for the first year of the initial term. The annual rent for the second through fifth lease year shall be increased three percent annually. The State DOH is also responsible for its prorated share of 31 percent of the building's operating expenses over the base year 2012, estimated to be $7.75 per square foot on an annual basis.
LEASE CONDITIONS:	Full Service Lease. The Landlord shall be responsible for water, waste disposal services, electricity, janitorial and custodial services, exterior of the building, plumbing and electrical lines, air-conditioning equipment, roof and roof leaks, all common areas, parking lot and landscaping.
CANCELLATION PROVISION:	The County may cancel the Lease, at any time, for any reason, after the 30 month of this lease (i.e. no sooner than March 31, 2015), by giving Landlord written notice of termination to be effective 150 days after delivery.

OTHER PROPERTIES EVALUATED:

9850 N.W. 41 Street, Miami - $18.00 to $20.00 per square foot on an annual basis, plus operating expenses estimated to be $10.35 per square foot, inclusive of common area maintenance, real estate taxes and insurance.

7875 N.W. 12 Street, Miami - $17.50 to $22.00 per square foot on an annual basis, plus operating expenses estimated to be $8.00 per square foot, inclusive of common area maintenance, real estate taxes and insurance.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 5, 2013

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

SUBJECT: Agenda Item No. 8(F)(2)

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 Mayor'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)(2)
2-5-13

RESOLUTION NO. R-77-13

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT BETWEEN HEADLANDS REALTY CORP., A MARYLAND CORPORATION, FOR PREMISES LOCATED AT 8600 N.W. 17 STREET, BUILDING 36, SECOND FLOOR, DORAL TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ITS ADMINISTRATIVE OFFICES WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $2,166,121.00 FOR THE FIVE-YEAR TERM OF THE LEASE AND AUTHORIZING THE COUNTY MAYOR OR 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 terms of the Lease Agreement and Assignment of Lease Agreement between the State of Florida Department of Health, Miami-Dade County Health Department and Headlands Realty Corp., a Maryland Corporation, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for administrative offices, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department not to exceed $2,166,121.00 for the five-year term of the Lease 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 **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose 'Pepe' Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2013. 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 of this Board.

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

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

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

JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2012 by and between HEADLANDS REALTY CORPORATION, a Maryland Corporation, hereinafter referred to as the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

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

> 19,711 rentable square feet of air conditioned office space on the Second Floor located at Prologis Beacon Executive Center, Building 36 (the "Building"), 8600 N.W. 17 Street, Miami, Florida 33126, including the right to use 80 unassigned parking spaces.
>
> The Building's square footage is 63,240 rentable square feet for Operating Expenses, of which 19,711 rentable square feet of air conditioned space is to be occupied by TENANT as the Demised Premises. The ratio of rentable square footage of the Demised Premises to rentable square footage in the Building is 31%.
>
> The terms "rentable" and "usable" square footage (or area) shall have the meanings ascribed to them by the Building Owners and Managers Association International (BOMA) as the "American National Standard," as amended and in effect at the time of the execution of this Lease. Rentable area for the Premises and Building shall not be subject to re-measurement by either party. (See Exhibit "A" attached hereto).

TO HAVE AND TO HOLD unto the said TENANT for a term of Sixty-One (61) months, including one (1) month of total rent abatement to be applied on October 1, 2012 (the "Commencement Date"), and terminating October 31, 2017 for and at a total base rental of Three Hundred Seventy Three Thousand Five Hundred Twenty Three and 40/100 Dollars ($373,523.40) for the first lease year, payable in twelve equal (12) equal monthly installments of Thirty One Thousand One Hundred Twenty Six and 95/100 Dollars ($31,126.95) payable in advance on the twenty-third day of every month to Headlands Realty Corporation, 8355 N.W. 12 Street, Doral, Florida 33126 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The second through the fifth

lease year, (on each October 1) the annual base rent shall be increased by three percent (3%) over the previous year's annual base rent (excluding "Operating Expenses"). The Base rental schedule for the initial lease term of 61 months is as follows:

Term	Rate Per Square Foot	Annual Rent	Monthly Rent
(First month, October 1, 2012 rent is abated)			
Oct. 1, 2012 - Sept. 30, 2013	$18.95	$373,523.40	$31,126.95
Oct. 1, 2013 – Sept. 30, 2014	$19.52	$384,729.12	$32,060.76
Oct. 1, 2014 – Sept. 30, 2015	$20.10	$396,270.96	$33,022.58
Oct. 1, 2015 – Sept. 30, 2016	$20.71	$408,159.12	$34,013.26
Oct. 1, 2016 – Sept. 30, 2017	$21.33	$420,403.92	$35,033.66
Oct. 1, 2017 – Oct. 31, 2017	$21.97	---------	$36,084.66

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. However, in no event may the Demised Premises be used as a bank, savings and loan association or financial institution, credit union or a tenant that accepts financial deposits and/or offers or extends commercial loans, or containing any automated teller machine or similar type devise.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement, subject to the provisions of Article XVI, "Improvements of the Demised Premises."

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for electricity, water, waste disposal services used by TENANT, by subject to reimbursement pursuant to Article XXVII, "Operating Expenses" of the Lease Agreement.

ARTICLE IV
MAINTENANCE

LANDLORD, as part of the Operating Expenses, 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:

a). Plumbing and electrical lines, fixtures, and equipment;
b). Halls, stairways, elevators, lavatories;
c). Trash and refuse disposal;
d). Janitorial and custodial services referenced in Exhibit "C" "Janitorial Services" after 5:00 p.m. (except for Saturdays, Sundays and Holidays).
e). Air-conditioning and heating equipment;
f). HVAC Maintenance referenced in Exhibit "B," "HVAC Preventative Maintenance For Leased Space;"
g). Interior and exterior exterminating services;
h). Roof and roof leaks and all other structural elements of the building;
i). Windows, doors, and frames;
j). Fire equipment, including inspection as required by applicable fire codes.
k). Electrical, mechanical, utility and plumbing systems servicing the Demised Premises.

LANDLORD, at its sole cost and expense, except as provided in Article XXVII, "Operating Expenses," shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement during working hours the aforementioned maintenance except for janitorial and other services to be performed after 5:00 p.m.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each

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

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, 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.

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, to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of TENANT, 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 LANDLORD or TENANT exercises its right of cancellation as set forth Article VI 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. TENANT is responsible for ADA compliance regarding the interior of the Demised Premises if TENANT has modified the Demised Premises in such a way as to require additional changes in order to comply with the ADA.

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

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at TENANT's expense and subject to LANDLORD's prior approval, which may not be unreasonably withheld or delayed, 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 the negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

Interior 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 Lease 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 Lease 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 any unrelated third party.

ARTICLE XV
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:
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128

LANDLORD:
Headlands Realty Corporation
c/o Prologis, L.P.
8355 N.W. 12 Street
Doral, Florida 33126
Attention: Property Manager

With a Copy to:
Prologis, L.P.
4545 Airport Way
Denver, Colorado 80239
Attention: General Counsel

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 XVI
IMPROVEMENTS OF THE DEMISED PREMISES

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD, at LANDLORD's sole cost and expense, shall complete and the following repairs as promptly as possible following the commencement date; all using LANDLORD's Building standard methods and materials.

1. Demise the existing 31,517 square foot space on the second floor to 19,711 square feet based on the attached plan prepared by the LANDLORD's architect and approved by the TENANT. Upon the execution of the Lease Agreement, the TENANT shall provide the LANDLORD immediate access to the Premises to commence this work.
2. Replace stained or damaged ceiling tiles.
3. Repair or replace defective non-working light fixtures, covers or bulbs.
4. Inspect plumbing system to insure good working condition.
5. Paint and/or touch up interior walls using Building Standard materials.
6. Remove existing carpeting throughout the Demised Premises and replace with VCT tile flooring.
7. Strip and wax VCT tile in the office areas as necessary.
8. Inspect mechanical equipment.
9. Perform balance test to HVAC system to insure system is in good working order.

ARTICLE XVII
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or County Mayor's designee, shall have the right to terminate this Lease Agreement, at any time, for any reason, after the thirtieth (30) month of this lease term (i.e., such effective cancellation date shall be no sooner than March 31, 2015) by giving LANDLORD written

notice of termination to be effective one hundred and fifty days (150) days after delivery.

ARTICLE XVIII
HVAC MAINTENANCE

Without limiting the obligations of LANDLORD as set forth in Article IV "Matinenance" of this Lease Agreement, LANDLORD (as part of Operating Expenses) shall be required to maintain the air conditioning (HVAC) system which shall include regular maintenance and service to such systems in accordance with industry standards and as outlined in Exhibit "B," "HVAC Preventative Maintenance For Leased Space."

ARTICLE XIX
JANITORIAL AND CUSTODIAL SERVICES

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

ARTICLE XX
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 XXI
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 XXII
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 XXIII
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 XXIV
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 XXV
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 shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XXVI
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. 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 Demised Premises 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. In the event that a change of ownership in the Demised Premises 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 XXVII
OPERATING EXPENSES

The TENANT shall be responsible for its pro-rata share of "Operating Expenses," TENANT's obligations to pay its pro-rata share of the increased "Operating Expenses" shall commence as of the beginning of the calendar year of the "Commencement Date," (The "Base Year"). For the purposes of this Lease Agreement, the "Base Year" is understood to be the calendar year 2012. The TENANT's proportionate share of "Operating Expenses" shall be calculated as provided on page one (1) hereof. The "Operating Expenses" of which TENANT shall be responsible for any increases over the Base Year 2012 shall become "Additional Rent" with the monthly installment of rent under the terms of this Lease Agreement. Such "Operating Expenses" shall include, without limitation.

A. "Direct Expenses:" All costs of operation, maintenance, repair and management of the Building, as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: utility costs including but not limited to, light, power, water and sewer, waste disposal; the cost of janitorial services; landscaping costs; parking area care; exterior window cleaning, the cost of security and alarm services; labor costs; costs and expenses of managing the building including fees; air conditioning maintenance costs; material costs; equipment costs including the costs of maintenance, repair and service agreements; licenses, permits and inspection fees incurred in connection therewith; insurance charges of or relating to all insurance policies and endorsements deemed by LANDLORD to be reasonably necessary or desirable and relating in any manner to the protection, preservation or operation of the Building or any part thereof, and amortization of capital improvements which will reduce Operating Expenses or are required by laws not in effect on the date hereof. "Direct Expenses" shall not include depreciation or amortization of the building or equipment in the building, except as described above.

B. "Taxes:" Ad valorem and non Ad valorem taxes shall mean real estate taxes, based on the November discounted payment, special and extraordinary assessments and governmental levies against the building and land upon which the building is located. "Base Tax" shall mean the taxes assessed for the calendar year 2012. "Tax Year" shall mean the fiscal year for which taxes are levied by and governmental authority, (which is calendar year). "Tenants Proportionate Share" shall mean the percentage set forth on page one (1) hereof. If the Taxes for any Tax Year shall be more than the Base Tax, TENANT shall pay as additional rent for such Tax Year an amount equal to TENANT's Proportionate Share of the amount by which the Taxes for such Tax Year are greater than the Base Tax and is included as part of the "Operating Expense." It is agreed that the Taxes due in November of each year shall be the figure used in calculating the "Operating Expenses." LANDLORD may elect to treat Taxes as a pass-through item separate

from the other "Operating Expenses."

C. The annual determination/audit of the County's pro-rata share of "Operating Expenses" shall be made by LANDLORD and certified by an independent accountant. TENANT may review the books and records supporting such determination in the office of LANDLORD, or LANDLORD's agent, during normal business hours, upon giving LANDLORD five (5) business days advance written notice within sixty (60) days after receipt of such determination, but in no event more often that once in any one year period. TENANT shall have the right to conduct an audit by the Miami-Dade County Internal Auditor or by a firm or auditor designated by MDC for the purpose of verifying that the costs included in the calculation of Operating Expenses were actually incurred and allowable under the terms of this Agreement. Such auditor (or firm) shall not be compensated on a contingency basis. If such audit concludes that LANDLORD has not incurred actual costs to the extent noted above, TENANT shall be entitled to offset such amounts from any payments otherwise the LANDLORD under this Agreement. Any such audit shall be done in accordance with generally accepted accounting principles, consistently applied. If, at the conclusion of such audit, such audit reveals an underpayment by TENANT, TENANT will remit the amount of such underpayment within thirty (30) days of TENANT becoming aware of such underpayment. Should the LANDLORD disagree with the results of TENANT's audit, LANDLORD and TENANT shall refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with LANDLORD and TENANT to resolve the discrepancy. The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared pro rata to the extent each party is unsuccessful as determined by such independent certified public accountant, whose decision shall be final and binding. With regard to TENANT's audit, LANDLORD's books and records and the results of any such audit are to be kept strictly confidential and are not to be made available or published to anyone. Prior to the actual determination thereof for a lease year, LANDLORD may

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

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

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

ARTICLE XXVIII
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 or by TENANT or its employees is not included herein.

If LANDLORD shall fail to perform its obligations under this Lease Agreement after thirty (30) days written notice from TENANT, then TENANT shall have the right to make such repairs or replacements and any reasonable cost so incurred by TENANT shall be paid by LANDLORD in which event such cost shall be deducted from the installment of rent next becoming due under the terms of this Lease Agreement.

ARTICLE XXIX
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) days prior written notice by such party, to execute, acknowledge, and deliver to the other 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 XXX
RADON NOTIFICATION

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon

that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

ARTICLE XXXI
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 "B" "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, but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT's 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 buildout or renovation of the demised space.

ARTICLE XXXII
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental, 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 XXXIII
ASSIGNMENT AND CONSENT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH

The LANDLORD agrees to the assignment and delegation of all rights, duties and responsibilities of the Lease Agreement to the State of Florida Department of Health, Miami-Dade County Health Department.

Except as provided for herein, TENANT shall not assign this Lease Agreement or any part thereof or sublet all or any part of the 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 XXXIV
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 XXXV
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 an instrument in writing signed by the parties together with a resolution approved by the Miami-Dade County Board of County Commissioners.

ARTICLE XXXVI
SUCCESSORS

This Lease Agreement shall extend to and be binding on the parties hereto and their respective successors and permitted assigns.

ARTICLE XXXVII
SPECIAL PROVISIONS

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

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

(CORPORATE SEAL)

HEADLANDS REALTY CORPORATION, a Maryland Corporation

WITNESS

WITNESS

By: _____
Peter D. Crovo (LANDLORD)
Vice President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
Carlos A. Gimenez (TENANT)
Mayor

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

ACKNOWLEDGEMENT

This is to acknowledge that the Internal Services Department, Real Estate Development Division of Miami-Dade County, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease agreement is approved and properly executed by the Miami-Dade County Board of County Commissioners, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or costs associated with the leased space due to the Landlord.

Subject to the limitations of Florida Statute §768.28, if applicable, the State of Florida Department of Health, Miami-Dade County Health Department agrees to indemnify and hold harmless Miami-Dade County for all claims, fees, assessments and legal obligations arising out of said leases.

As our Leasing Agent, Miami-Dade County shall be authorized to exercise renewal options, cancellations and facilitate Amendments to all subject leases, on behalf of the State of Florida Department of Health, Miami-Dade County Health Department.

This Acknowledgment applies to all existing Leases that have been approved by the Miami-Dade Board of County Commissioners for the State of Florida Department of Health, Miami-Dade County Health Department.

STATE OF FLORIDA HEALTH DEPARTMENT
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By: _____
Dr. Lillian Rivera, Director

Date: 8-8-2012

Lease Agreement: Prologis Beacon Executive Center, Bldg. 36

Address: 8600 N.W. 17 Street, Second Floor, Miami, Florida 33126

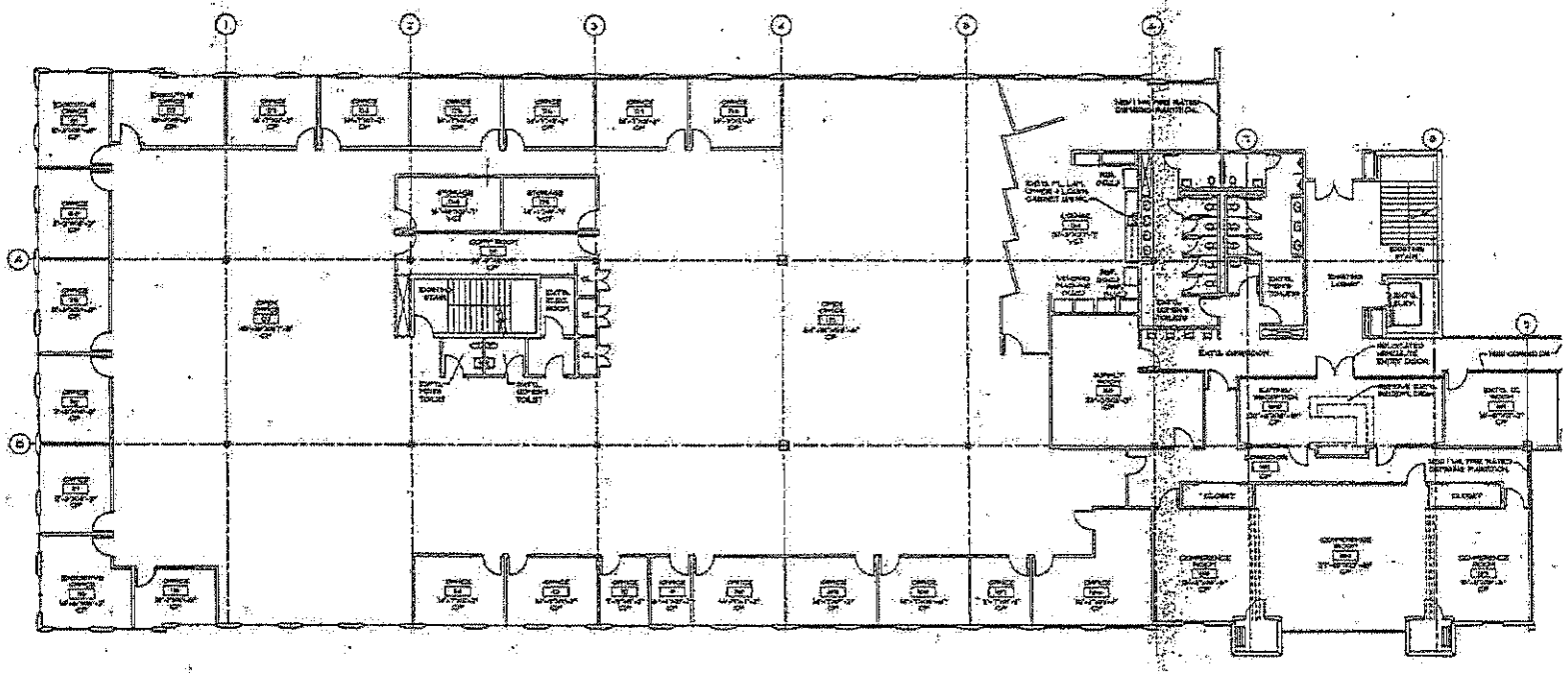
Landlord: Headlands Realty Corporation

1

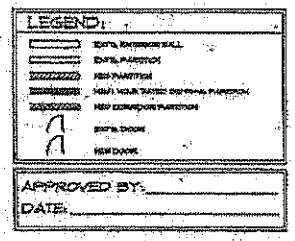
EXHIBIT "A"

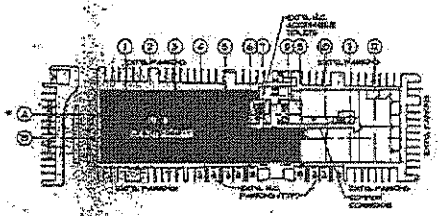
8600 N.W. 17 Street, Second Floor

19,711 Rentable Square Feet



FLOOR PLAN





KEY PLAN

CARLOS DIAZ & ASSOC. ARCHITECTS, P.A.

ARCHITECTURE INTERIOR DESIGN

MIAMI-DADE HEALTH DEPARTMENT

OFFICE PLAN, KEY PLAN, LEGEND + NOTES

SP-1

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.

EXHIBIT "C"
JANITORIAL SERVICES

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

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

a) FLOORS

Daily:	Carpeted areas - vacuum. Non-carpeted areas - dustmop - spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots.
Weekly:	Non-carpeted areas - damp mop and spray buff.
Monthly:	Strip and wax lobby, waiting and tile restroom areas.
Quarterly:	Strip and wax hallway floors. (Apply three coats of Johnson Complete Wax or equivalent).
Semiannually:	Machine clean carpets in hallways. Other areas are to be cleaned, if their condition so dictates. Strip, reseal and wax with nonskid wax all normally waxed floors.
Annually:	Machine clean all carpet throughout the facility.

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

Weekly:	Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
Monthly:	Dust or vacuum HVAC registers.
Annually:	Clean all light fixture diffuses and wipe dust off light bulbs.

c) WINDOWS AND GLASS

Daily:	Spot clean entrance and vicinity glass both inside and outside. Spot clean directory and internal glass or windows.

Semiannually: Clean inside of external windows.

d) WATER FOUNTAINS

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

e) FURNISHINGS

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

Do not disturb any papers lying on desks or cabinets.

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

Dust draperies, blinds or other window treatments.

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

f) TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used and changed as necessary.

Remove all collected trash to external dumpsters or trash containers.

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

g) RESTROOMS

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

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissue, towels and soap.

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

h) LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

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

i) EXTERIOR

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

Empty outside trash receptacles.

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

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

In providing of the aforementioned services:

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

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

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

Weber, Linda L. (ISD)

From: Roland_Pierre@doh.state.fl.us
Sent: Thursday, January 26, 2012 10:14 AM
To: Weber, Linda L. (ISD)
Cc: Heather_Beaton@doh.state.fl.us; Mort_Laitner@doh.state.fl.us; Samir_Elmir@doh.state.fl.us
Subject: RE: Pending Proposals

Good morning Mrs. Weber,

After a long and careful analysis of the proposals, the MDCHD administration has decided to stay at the 8600 building. Please accept this as our final decision and act on it accordingly. Sorry for the delay and any inconvenience.

Miami-Dade County
HEALTH DEPARTMENT
Roland Pierre MSMIS, BBA, CISA
GOVERNMENT OPERATIONS CONSULTANT II
Phone: (786) 845-0323
Fax: (786) 845-0306
Email: Roland_Pierre@doh.state.fl.us
Visit us online at http://www.dadehealth.org

Please note: Florida has very broad public records law. Most written communication to or from state officials regarding state business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Public Health
Prevent. Promote. Protect.

MAKE HEALTHY HAPPEN MIAMI

From: Weber, Linda L. (ISD) [mailto:wl2564@miamidade.gov]
Sent: Friday, January 20, 2012 10:54 AM
To: Pierre, Roland
Subject: Pending Proposals

Hi Roland,

Any decision as to which space the DOH is interested in? I get daily phone calls from interested parties wanting to know if a decision has been made yet. Please advise.

Thanks,