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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(3)

Date: February 5, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing a Lease Agreement and Assignment of Lease Agreement with the State of Florida Department of Health, Miami-Dade County Health Department for Property Located at 1051 NW 14 Street, Miami

Resolution No. R-78-13

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of the Lease Agreement (Lease) for property located at the Dominion Tower Parking Garage, 1051 NW 14 Street, Miami, with Dominion Tower L.C., (Landlord), a Florida Limited Liability Company, for space to be occupied by the State of Florida Department of Health, Miami-Dade County Health Department (State DOH). More specifically, this item does the following:

- authorizes the lease of approximately 113 unassigned vehicle parking garage spaces to accommodate employees of the State DOH for a one-year period; and
- authorizes an Assignment of 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 3, 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 $3,535 for the one-year term.

The total fiscal impact to the State DOH for the one-year lease term is estimated to be $91,665. This expense is incurred entirely by the State DOH.

TRACK RECORD/MONITOR

The County has no record of negative performance issues with Dominion Tower L.C., a Florida Limited Liability Company. Linda Weber, 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 of Florida Department of Health, Miami-Dade County Health Department, located at 1350 NW 14 Street, provides medical and clinical services such as yearly exams for women and men, counseling and education for birth control options, pre-conception counseling, breast screening and cervical cancer screening from this location to the uninsured citizens of Miami-Dade County. The Dominion Tower Parking Garage is in close proximity to this building and is a designated parking garage for the employees of the State of Florida Department of Health, Miami-Dade County Health Department. Additional Lease details are as follows:

PROPERTY:	The Dominion Tower Parking Garage, 1051 N.W. 14 Street, Miami, FL 33136.
OWNER:	Dominion Tower L.C., a Florida Limited Liability Company
COMPANY PRINCIPAL:	Israel Feit – Owner – 100%
EFFECTIVE DATES:	Commencing on the first day of the next calendar month following the date of the Board resolution approving this Lease and terminating one year thereafter.
RENTAL RATE:	A monthly rate of $65 per parking space.
LEASE CONDITIONS:	The Landlord is responsible for maintenance, repair, condition and appearance of the parking garage to include the electricity, water and waste disposal services, halls, stairways, elevators, plumbing and electrical lines, parking lot areas, fire equipment, roof, roof leaks and all common areas.
CANCELLATION PROVISION:	The County may cancel the Lease, or any portion thereof at any time, by giving the Landlord 30 days' prior written notice.
OTHER PROPERTIES EVALUATED:	University of Miami Parking Garage, NW 15 Street and 9 Avenue - a monthly rate of $70.00 per parking space.
	University of Miami Parking Garage, 1130 NW 14 Street – a monthly rate of $70.00 per parking space.

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)(3)

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)(3)
2-5-13

RESOLUTION NO. R-78-13

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 DOMINION TOWER L.C., A FLORIDA LIMITED LIABILITY COMPANY, FOR PREMISES LOCATED AT 1051 NW 14 STREET, MIAMI TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR VEHICLE PARKING GARAGE SPACE WITH TOTAL FISCAL IMPACT TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH NOT TO EXCEED $91,665.60 FOR THE ONE-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 Dominion Tower L.C., a Florida Limited Liability Company, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for vehicle parking garage, with total fiscal impact to the State of Florida Department of Health, Miami-Dade County Health Department not to exceed $91,665.60 for the one-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 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

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2012, by and between DOMINION TOWER L.C., a Florida Limited Liability Company, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

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

113 (One hundred thirteen) unassigned Parking Spaces (plus or minus), located at the Dominion Tower Parking Garage, 1051 N.W. 14 Street, Miami, Florida 33136.

TO HAVE AND TO HOLD unto the said TENANT for a term of one (1) year, commencing (1) upon the effective date of the resolution of the Board of County Commissioners approving this Lease Agreement, and (2) the acceptance of the Parking Spaces by TENANT at a monthly rental of Sixty Five Dollars and 00/100 ($65.00) per Parking Space per month for the first lease year, the monthly rental of $65.00 per month is calculated on the 113 unassigned Parking Spaces, payable in twelve (12) equal monthly installments of Seven Thousand Three Hundred Forty Five Dollars and 00/100 ($7,345.00), payable on the twenty-third day of every month to Dominion Tower L.C., a Florida Limited Liability Company, 1400 N.W. 10 Avenue, Suite 101, Miami, Florida 33136 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 July monthly installment rental payment for each year will be processed after the close of the State of Florida fiscal year, for each calendar year.

Property #0131350570011-LO1

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

ARTICLE I
USE OF PARKING SPACES

The area of the Parking Spaces shall be used by TENANT in the Dominion Tower Parking Garage for the parking of vehicles, for the performance of County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PARKING SPACES

TENANT hereby accepts the Parking Spaces to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

The parties agree that Dominion Tower Parking Garage shall have the right, without further notice to visitor or to monthly TENANT, to tow vehicles if not in compliance with posted signs throughout the facility.

No refunds or credits will be given for absence, vacation or other non-use under this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for janitorial services, water, waste disposal services, and electricity covered by this Lease Agreement.

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 Dominion Tower Parking Garage to include the following:

Plumbing and electrical lines, fixtures, and equipment;
Halls, stairways, elevators;
Trash and refuse disposal;
Roof and roof leaks;
Electrical, mechanical and utility servicing the Dominion Tower Parking Garage;
Doors, and frames;
Fire equipment, including inspection as required by applicable fire codes.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after fifteen (15) 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 Parking Spaces without the written consent of LANDLORD. All additions, fixtures, or improvements shall be and remain a part of the Parking Spaces at the expiration of this Lease Agreement.

ARTICLE VI
DESTRUCTION OF DOMINION TOWER PARKING GARAGE

In the event the Dominion Tower Parking Garage 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 Dominion Tower Parking Garage 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 Dominion Tower Parking Garage 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 Dominion Tower Parking Garage be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Dominion Tower Parking Garage which do not render the Parking Spaces 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 Dominion Tower Parking Garage and access thereto, including but not limited to rest rooms, 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 Dominion Tower Parking Garage and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Dominion Tower Parking Garage 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.

The Dominion Tower Parking Garage only provides a Parking Space. This facility does not provide safekeeping for vehicles. The Dominion Tower Parking Garage is not responsible if a vehicle is stolen or damaged by a third party. The access card is provided for a Parking Space to park a vehicle only.

ARTICLE IX
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 Dominion Tower Parking Garage other than the damage or injury caused solely by the

negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
INDEMNIFICATION AND HOLD HARMLESS

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

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $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 XII
ASSIGNMENT OR SUBLET

The TENANT's rights, duties, and responsibilities of the Lease Agreement are hereby assigned to the Florida Department of Health, Miami-Dade County Health Department immediately upon execution by LANDLORD and TENANT of this Lease Agreement. The Acknowledgment, signed by the Director of the State of Florida Department of Health, Miami-Dade County Health Department is attached hereto and incorporated herein. Except as provided herein, TENANT shall not further assign this Lease Agreement or any part thereof or sublet all or any part of the Dominion Tower Parking Garage without prior written consent of LANLDORD, 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 XIII
SPECIAL PROVISIONS

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

ARTICLE XIV
NOTICES

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

TENANT:

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

With Copy to:

State of Florida Department of Health
Miami-Dade County Health Department
8323 N.W. 12th Street, Suite 214
Miami, Florida 33126

LANDLORD:

Dominion Tower L.C.
1400 N.W. 10 Avenue
Suite 101
Miami, Florida 33136

With Copy to:

Feit Management Company
2870 Stirling Road, Suite 2A
Hollywood, Florida 33020

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 XV
CANCELLATION

TENANT, through its County Mayor or County Mayor's designee, shall have the right to cancel this Lease Agreement, or any portion thereof, at any time by giving LANDLORD at least thirty (30) days' written notice prior to its effective date, and return the issued access cards to the Dominion Tower Parking Garage upon such cancellation.

ARTICLE XVI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant

herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XVII
TENANT'S DEFAULT

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 that 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 XVIII
GOVERNING LAW

This Lease 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 XIX
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Parking Spaces after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) 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 XX
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

DOMINION TOWER L.C.,
a Florida Limited Liability Company

WITNESS

WITNESS

By: _____
Deborah Russ (LANDLORD)
Asset Manager

(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: _____ #HB
Dr. Lillian Rivera, Director

Date: 8-8-2012

Lease Agreement: Dominion Tower Parking Garage

Address: 1051 N.W. 14 Street, Miami

Landlord: Dominion Tower L.C., a Florida Limited Liability Company.

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