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

MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: December 16, 2014

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

SUBJECT: Resolution pursuant to Section 125.38, Florida Statutes, approving lease agreement between Miami-Dade County and the State of Florida Department of Children and Families for premises located at the Dr. Martin Luther King, Jr. Plaza, 2525 N.W. 62 Street, Miami, Florida, with a total gross rental revenue to the County in the amount of $391,766.00, for the two year term of the lease agreement and the additional one year renewal option period

Resolution No. R-1111-14

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with the State of Florida Department of Children and Families, Located at the Dr. Martin Luther King, Jr. Plaza, 2525 N.W. 62 Street, Unincorporated Miami-Dade County, Florida
Lease No. 30-3115-053-0010 – L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between the County, as Landlord, and the State of Florida Department of Children and Families (Tenant). More specifically, the resolution does the following:

- Authorizes the leasing of approximately 4,633 net rentable square feet, and 21 non-exclusive parking spaces, located at the Dr. Martin Luther King, Jr. Plaza (MLK Jr. Plaza), 2525 N.W. 62 Street in unincorporated Miami-Dade County, Florida; and
- Authorizes an initial lease term of two (2) years, plus a one-year renewal option period.

It is the Administration's intent that the Lease Agreement be in effect as soon as possible given that the Joseph Caleb Community Center, where the Tenant is currently located, will be vacated in order to commence construction of a parking garage in early December 2014. The Internal Services Department has worked closely with the Tenant to identify and secure the proposed location during the construction period. Therefore, it is respectfully requested that the Board consider this item at its December 16, 2014 meeting.

Scope

The property is located in County Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The revenue to the County's General Fund for the first year of the Lease Agreement is estimated to be $115,269 ($24.88 per square foot), which will be paid in 12 equal monthly installments. In addition, there is a cost for parking at the MLK Jr. Plaza, which is operated by Miami-Dade Transit. The parking fee is to be paid by the Tenant to Miami-Dade Transit, and is estimated to generate $12,741.00 annually ($2.75 per square foot). The total amount for both rent and parking is approximately $128,010.00 annually. The total projected revenue to the County for the two-year lease term, plus the additional one-year renewal option period, is estimated to be $391,766, which takes a two (2) percent annual rental increase into account.

The County is responsible for the cost of all utilities, janitorial, custodial services, and pest control used by the Tenant during the term of the Lease Agreement and the renewal option period.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. Dirk Duval, of the Real Estate Development Division in the Internal Services Department, is the lease monitor. Pursuant to Resolution R-791-14, a copy of this lease will be transmitted to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

Authorizes the County Mayor, or the County Mayor's designee, to execute the attached Lease Agreement and exercise all other rights conferred herein, with the exception of approval of subleases and assignments which must be approved by the Board.

Background

The Tenant provides various services to protect the vulnerable, promote strong and economically self-sufficient families, and advance personal and family recovery and resiliency. The Tenant has been occupying County-owned space at Joseph Caleb Community Center since 1987. The current lease agreement at the Joseph Caleb Community Center was approved through the Board by Resolution R-945-13 for a term of one (1) year, plus ten (10) one-year renewal options, with the understanding that the Tenant may have to move to another location during the construction planned for the Joseph Caleb Community Center renovation.

Additional lease details are as follows:

LEASE TERM:	Two (2) years, plus a one-year renewal option period.
EFFECTIVE DATES:	Upon the approval of the Board, or soon thereafter as practicable.
RENTAL RATE:	The Tenant's current annual rent at the Joseph Caleb Community Center is $115,260.00 ($20.40 per square foot). The annual rent for the first year of the proposed Lease Agreement, including the required amount for the Tenant's employee parking, will be $128,010.00 ($27.63 per square foot). The annual rent for the second year of the lease term and the renewal option period shall be increased by two (2) percent.
LEASE CONDITIONS:	The County is responsible for the cost and expense of all utilities used by the Tenant during the term of the lease and the renewal option period. The County is also responsible for the interior and exterior maintenance, janitorial, custodial services, and pest control. The Tenant, during the term of the Lease Agreement, is responsible for telephone and data equipment, including installation and maintenance, and any other costs associated with phone and data service.
CANCELLATION PROVISION:	The Tenant shall have the right to terminate the Lease Agreement without penalty in the event that a State-owed building becomes available for occupancy, and upon providing to the County six (6) month advance written notice. Both parties shall have the right to terminate the Lease Agreement at any time by providing the non-canceling party a three (3) month advance written notice.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 16, 2014

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

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

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County 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)(1)
12-16-14

RESOLUTION NO. R-1111-14

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR PREMISES LOCATED AT THE DR. MARTIN LUTHER KING, JR. PLAZA, 2525 N.W. 62 STREET, MIAMI, FLORIDA, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY IN THE AMOUNT OF $391,766.00, FOR THE TWO YEAR TERM OF THE LEASE AGREEMENT AND THE ADDITIONAL ONE YEAR RENEWAL OPTION PERIOD; AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, WITH THE EXCEPTION OF APPROVAL OF SUBLEASES AND ASSIGNMENTS; AND DIRECTING THE COUNTY MAYOR OR DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE

WHEREAS, the State of Florida Department of Children and Families, has applied to the County for lease of certain County-owned property, including parking spaces, located at the Dr. Martin Luther King, Jr. Plaza, located at 2525 N.W. 62 Street, Miami, Florida, for the purpose of providing services to the community; and

WHEREAS, this Board finds that, pursuant to Section 125.38, Florida Statutes, the State of Florida Department of Children and Families, does require the property for such use and that a lease for the proposed use would promote community interest and welfare, and the property is not otherwise needed for County purposes; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated herein by this reference and are approved.

Section 2. This Board hereby approves the Lease Agreement between Miami-Dade County and the State of Florida Department of Children and Families in substantially the form attached hereto and made a part hereof and authorizes the County Mayor or designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein, with the exception of approval of subleases and assignments which must be approved by the Board.

Section 3. The County Mayor or designee is hereby directed to provide to the Property Appraiser's Office an executed copy of the Lease Agreement within 30 days of its execution.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman **aye**

Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Daniella Levine Cava	**aye**	Jose "Pepe" Diaz	**aye**
Audrey M. Edmonson	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**	Juan C. Zapata	**aye**

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2014. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Geri Bonzon-Keenan

STATE OF FLORIDA
Standard Lease Agreement
Department of Management Services Form 4054

Lease Number: 590:3110

Lease Commencement: 01/01/2015

Preamble

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20 . by and between those Parties listed below.

Parties

Lessee: State of Florida Department of Children and Families (Agency Name)

Address: 401 NW 2nd Ave Suite S-926 (Street) Miami (City) Fl (State) 33128 (Zip Code)

Lessor: Miami-Dade County a political subdivision of the State of Florida (Lessor Name)

Address: 111 NW First Street, Suite 2410 (Street) Miami (City) Fl (State) 33128 (Zip Code)

FEID: 59-6000573 **OR** **Social Security Number:** _____

1. Description

A. In consideration for the covenants and agreements made here, Lessor agrees to lease to Lessee those Premises (hereinafter the "Premises") described as:

Description: 4,633 square feet, suite 4132 in the 4th floor, southeast wing of the Dr. Martin Luther King, Jr. Plaza, at 2525 NW 62nd Street, Miami Florida, 33147

Building: Dr. Martin Luther King, Jr. Plaza (Building Name) **County:** Miami-Dade

Address: 2525 NW 62 Street (Street) Miami (City) Fl (State) 33147 (Zip Code)

consisting of an aggregate area of 4,633 square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement. This space comprises approximately 2.4 % of the 190,669 net square feet in the building.

B. Lessor shall also provide 0 exclusive parking spaces and 21 nonexclusive parking spaces as part of this Lease Agreement.

2. Term & Renewals

A. The Lease shall begin on: January (Month) 1 (Day), 2015 (Year)

and end at the close of business on December (Month) 31 (Day), 2016 (Year)

for a term of 24 months.

B. Lessee, however, is hereby granted the option to renew this Lease for an additional 1 year upon the same terms and conditions as specified in Article 4. B. of this Lease. If Lessee desires to renew this Lease under the provisions of this Article, it shall give Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in this Article or any applicable renewal period.

3. Notices, Rental Invoices & Rental Payments

A. All Notices to be served upon Lessee shall be sent by receipted mail to:

Lessee: State of Florida Department of Children and Families
(Agency Name)

Address: 401 NW 2nd Ave S-926 (Street) Miami (City) FL (State) 33128 (Zip Code)

B. All Notices to be served upon Lessor shall be sent by receipted mail to:

Lessor: Miami-Dade County
(Lessor Name)

Address: 111 NW First Street Suite 2410 (Street) Miami (City) FL (State) 33128 (Zip)

C. Rental invoices shall be submitted monthly to Lessee at:

Lessee: State of Florida Department of Children and Families
(Lessee Name)

Address: 401 NW 2nd Ave S-926 (Street) Miami (City) FL (State) 33128 (Zip)

D. Rental Payments shall be paid to Lessor at:

Lessor: Miami-Dade County
(Lessor Name)

Address: 111 NW First Street Suite 2410 (Street) Miami (City) FL (State) 33128 (Zip)

4. Rent

The rent shall be payable the month following the month of occupancy in accordance with subsection 215.422, Florida Statutes. The rent for any fractional part of the first month shall be prorated.

A. Base Term

Lessee agrees to pay Lessor rent according to the following schedule:

TERM Start (MM/DD/YYYY)	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
01/01/2015 -	12/31/2015	$27.63	$10,667.48	$128,009.79
01/01/2016 -	12/31/2016	$28.18	$10,879.83	$130,557.94
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00

B. Option Term

For the renewal options as specified in article 2, the rental rate shall be:

TERM Start (MM/DD/YYYY)		End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RENT	ANNUAL RENT
01/01/2017	-	12/31/2017	$28.75	$11,099.90	$133,198.75
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00

5. **Utilities**

A. The **Lessor** ☑, **Lessee** ☐, **see Addendum** _____ ☐ will promptly pay all billed utilities including gas, water, sewer, solid waste, storm water, and other power and electric light rates or charges which may become payable during the term of this Lease .

B. For the facilities in which the Lessee occupies a metered, aggregate area of 5,000 net square feet or more, Lessor agrees to provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as ppropriate, pursuant to Section 255.257, Florida Statutes.

6. **Facility Services**

A. The **Lessor** ☑ or **Lessee** ☐ will furnish daily janitorial services and required janitorial supplies. Janitorial services will include provision of recycling trash disposal for the Premises at the expense of the **Lessor** ☑ or **Lessee** ☐.

B. Lessor shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices. This includes repainting, replacement of worn or damaged floor covering and repairs or replacement of interior equipment as needed due to normal use. Lessor shall maintain the exterior of the leased facility so to conform to all applicable health and safety laws, ordinances and codes, which are presently in effect or may be enacted during the term of this Lease and any renewal periods.

C. The **Lessor** ☑ or **Lessee** ☐ agrees to furnish pest control services for the leased Premises during the term of the Lease at the expense of the **Lessor** ☑ or **Lessee** ☐.

D. Lessor agrees to install light fixtures for use by Lessee. The **Lessor** ☑ or **Lessee** ☐ shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures.

E. All services required above shall be provided during Lessee's normal working hours, which are deemed 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays, unless otherwise stipulated below:

F. During the term of this Lease, Lessee shall maintain the interior of the Premises in as good a state of repair as it is at the time of the commencement of this Lease. Notwithstanding this obligation, reasonable wear and tear and unavoidable casualties are permissible.

Day	From	To

7. Accessibility and Alterations

A. Lessor agrees that the leased Premises meets at the time of occupancy, or will conform, or will be brought into conformance within 180 days of lease execution, the requirements of the 2012 Florida Accessibility Code for Building Construction ("FACBC"), Americans With Disabilities Accessibility Implementation Act, Section 553.501 - 553.514, Florida Statutes. The Code of Federal Regulations, Department of Justice, Title 28, Part 25 and Part 36, and the Department of Transportation Title 49, Part 37 and the requirements of Florida Building codes have all been incorporated within the FACBC.

Notwithstanding anything else contained in this lease, Landlord at Landlord's expense, shall be responsible for and agrees to comply with all obligations under the ADA which imposes any duty upon landlord or tenant with respect to the use, occupancy or alteration of the leased premises, building or project.

If a claim or action is brought due to the allegations of failure to comply with the ADA, Landlord agrees to indemnify, defend, and hold Tenant harmles from any cost or expense, including attorney's fees, from being named in the claim or action.

B. The Florida Building Codes includes and requires the following subparts, which are applicable to occupied or public use leases:

Chapter 1, Section 101.1. all new and altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with this code.

Chapter 1, Section 101.3 this code established standards for accessibility to place of public accommodation and commercial facilities by individuals with disabilities. This code shall also apply to state and local government (owned and leased) facilities pursuant to Section 553.503, Florida Statutes. It is to be applied during the design, construction and during any alteration to such buildings and facilities as required by the code.

C. Lessor agrees that Lessee shall have the right to make any minor alterations in and to the Premises during the term of this Lease upon first having obtained written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

8. Applicable Laws

Due to the size and/or configuration of the space leased, the following laws apply:

A. ☐ Section 255.25(3) (e), Florida Statutes relating to tenant improvement costs for which Lessor may be eligible for reimbursement. As applicable, Lessor and Lessee agree that the sum of $0.00 has been spent by the Lessor for improvements to the Premises and the Lessor does ☐ or does not ☐ intend to seek reimbursement for these improvements.

B. ☐ Section 252.385(4) (b), Florida Statutes relating to the use of the Premises as a public hurricane evacuation shelter. As applicable, the facility in which the Premises exist may be required to serve as a public hurricane evacuation shelter at the request of local emergency management agencies. It is hereby agreed and understood that in the event the Premises is selected for use as an emergency shelter Lessor, upon receiving notice from the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

9. Heating and Air Conditioning

Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the Premises during the term of the Lease at the expense of Lessor. Lessor agrees that thermostats in the Premises will be set to maintain an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

10. Compliance with Fire Safety Standards

A. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

B. To assure Lessee of facility compliance with Florida's Fire Safety Standards, Lessor agrees to provide Lessee with written Fire Safety Inspection prior to the approval of this Lease. Fire Safety Inspection is to be conducted by State Fire Marshal or local fire officials.

C. In the event that the entirety or majority of the Premises is destroyed by fire, lightning, storm or other casualty, Lessor may repair the damage to Premises at its own cost and expense. Rental payments shall cease until the completion of repairs. Lessor will immediately refund the pro rata part of any rentals paid in advance by Lessee prior to the destruction. Should the Premises be only partly destroyed, leaving the major part in usable condition, then the rental shall abate on the damaged portion until the Premises is restored by Lessor. Upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term.

D. Lessor certifies that no asbestos was used in the construction of the demised Premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

E. RADON GAS: 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 a period of 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. Section 404.056(5), Florida Statutes. Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

11. Injury or Damage to Property

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property.

12. **Expiration of Term**

At the expiration of the term, Lessee will peaceably yield up to Lessor the Premises in good and tenantable repair. Lessor and Lessee agree that Lessee shall have the right to remove from the Premises all personal property of Lessee including all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Premises by Lessee provided that Lessee agrees to restore the Premises to as good a state of repair as found prior to the removal.

13. **Right to Inspect**

Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease .

14. **Taxes and Insurance**

Lessor shall pay all real estate taxes and fire insurance premiums on the Premises. Lessor shall not be liable to carry fire insurance on the person or property of Lessee or any other person or property that may occupy the Premises now or later.

15. **Subletting and Assignment**

Lessee, upon obtaining written consent of Lessor, shall have the right to sublet all or any part of the Premises or to assign all or any part of the Premises. Lessor shall not capriciously withhold written consent.

16. **Wavier of Defaults**

No waiver by Lessee of any breach of this Lease by Lessor shall be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

17. **Rental Commencement**

Notwithstanding the provisions of Article 2 "Term" and Article 4 "Rent" of this Lease, term shall not commence until date of completion of the renovations of the demised premises to Lessee's satisfaction and thereby made ready for occupancy by lessee. At the time of occupancy, the rent for any fractional part of the first month of occupancy shall be prorated.

18. **Availability of Funds**

Pursuant to Section 255.2502, Florida Statutes, Lessor acknowledges that the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

19. **Breach of Covenant**

A. If Lessee neglects or fails to perform or observe any covenant herein, and such default continues for a period of thirty (30) days after receipt of written notice thereof from Lessor, then Lessor may lawfully, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, and repossess the same as of their former estate and expel Lessee and remove its effects forcefully, if necessary.

B. This action by the Lessor shall not be deemed as any manner of trespassing. Any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of Lessee's covenants is not waived by such action.

20. **Not Consent to Sue**

No provisions, terms, or conditions of this Lease shall be construed as consent of the State of Florida to be sued because of said leasehold.

21. **Right to Terminate**

Lessee shall have the right to terminate this Lease without penalty in the event a State-owned building becomes available to Lessee for occupancy, and upon the giving six (6) months advance written notice to Lessor by Certified Mail, Return Receipt Requested.

22. Public Entity Crime Statement

Section 287.133, Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with public entities, including the department:

A person, or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Discrimination

Section 287.134 Florida Statutes places the following restrictions on the ability of persons on the discriminatory vendor list to transact business with public entities, including the department:

An entity who has been placed on the discriminatory vendor list may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

24. Use of Premises

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such ordinances of the city or county in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

25. Failure to Comply

A. In the event that Lessor fails to comply with any term or provision of this Lease after written notice, Lessee reserves the option to:
   i. setoff and deduct from the rental amount due Lessor under this Lease such sums as Lessee determines are required to remedy the default of Lessor; and/or
   ii. fulfill Lessor's obligations under the terms of this Lease; whereby Lessor shall reimburse Lessee on demand for any reasonable expenses which Lessee may incur in thus effecting compliance with Lessor's obligation under this Lease. Should Lessee elect this option, Lessee shall use its best efforts to mitigate damages caused thereby; and/or
   iii. terminate this Lease and vacate the Premises, but without prejudice to any remedy which might otherwise be used by Lessee for any breach of Lessor's covenants contained herein; and/or
   iv. bring suit for damages against Lessor for any expense (including reasonable attorney's fees) Lessee may incur by Lessor's failure to comply with any term or provision of the Lease. However, Lessee shall not bring suit for damages incurred due to a delay in the Commencement Date of this Lease if any such delay is caused solely by any delay, default or omission of Lessee.

B. Lessee is required to give Lessor written notice setting forth in reasonable detail the nature and extent of such failure and Lessor will be given thirty (30) days to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if Lessor commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.

C. Reason for setoff of amounts due under this Lease shall include, but are not limited to, remedying heating and air conditioning equipment and roofing deficiencies.

D. Each occasion of setoff of rental amounts due under this Lease shall be contingent upon the prior approval of Lessee's legal counsel.

26. Definition of Terms

A. The terms "Lease," "Lease Agreement," or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.

B. The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.

C. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

27. Additional Terms

D. ☐ No additional covenants or conditions form a part of this Lease

E. ☑ All additional covenants or conditions appear on attached Addendum(s):

A, B, C, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this instrument for the purpose herein expressed, this _____ day of _____, 2014

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses, must sign, print name and enter date.

X _____ Lessor or Authorized Representative	Carlos A. Gimenez, Mayor — Printed Name/Title	__/__/__ Date
X _____ Witness #1	_____ Printed Name	__/__/__ Date
X _____ Witness #2	_____ Printed Name	__/__/__ Date

As to Lessee Agency – Agency Head (or authorized designee) and representative of Agency's Office of General Counsel, must sign, print name and enter date.

X Bronwyn Stanford — Agency Head or Authorized Delegate	Bronwyn Stanford, Managing Director — Printed Name/Title	12/4/14 Date
X _____ Agency Office of General Counsel	Javier Ley-Soto, Chief Legal Counsel — Printed Name	12/3/14 Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel, shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name	__/__/__ Date
X _____ Secretary or Authorized Delegate	_____ Printed Name/Title	__/__/__ Date
X _____ Office of General Counsel	_____ Printed Name	__/__/__ Date

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

JANITORIAL SERVICES

ADDENDUM: A

LEASE NUMBER: 590:3110

The lessor 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, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. 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:

FLOORS	
DAILY:	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
WEEKLY:	Non-Carpeted Areas – Damp mop and spray buff.
SEMI-ANNUALLY:	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates.
	Strip, reseal and wax all normally waxed floors.
ANNUALLY:	Machine clean all carpets throughout the facility.
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 dust light bulbs.
WINDOWS AND GLASS	
DAILY:	Spot clean entrances and vicinity glass both in and outside.
	Spot clean directory and internal glass or windows.
SEMI-ANNUALLY:	Clean inside of external windows.
WATER FOUNTAINS	
DAILY:	Clean and sanitize.
	Replenish supply of disposable cups (if applicable).

FURNISHINGS	
AS NEEDED, BUT AT LEAST WEEKLY:	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
SEMI-ANNUALLY:	Vacuum all drapes, venetian blinds, or curtains.
TRASH AND REFUSE	
DAILY:	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
CIGARETTE URNS AND ASHTRAYS	
DAILY:	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
ELEVATORS – (If Applicable)	
DAILY:	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware and control panels.
WEEKLY:	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
STAIRWELLS (If Applicable)	
DAILY:	Remove accumulated trash. Spot sweep as required.
WEEKLY:	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
RESTROOMS	
DAILY:	Maintain in a clean and 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. Check and replace, as necessary, deodorizer bars/room air freshener units.
MONTHLY:	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
LOUNGE AND KITCHEN AREAS (If Applicable)	
DAILY:	Clean and sanitize sinks and counter areas.
EXTERIOR	
DAILY:	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
WEEKLY:	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

MAINTENANCE SERVICES

In reference to Articles 6 and 9 of the Lease Agreement FM4054:

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this lease, if needed, and at least once every three years thereafter during the lease term and any renewals thereof. Touch up painting to be done as needed.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone.
4. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

(x) _____
Lessee Signature

Bronwyn Stanford, Managing Director
Name/Title

12-4-14
Date

(x) _____
Lessor Signature

Carlos A. Gimenez, Mayor
Name/Title

Date

(SEAL)

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

Employment Eligibility Verification

ADDENDUM B **LEASE NUMBER:** 590:3110

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1 .

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Department of Children and Families	Miami-Dade County
Lessee	**Lessor**
(x) _____	(x) _____
Lessee Signature	**Lessor Signature**
Bronwyn Stanford Managing Director	Carlos A. Gimenez, Mayor
Name/Title	**Name/Title**
12-4-14	
Date	**Date**

FM 4054K1 (R01/12)

MYFLFAMILIES.COM

State of Florida
Department of Children and Families

Governor

Mike Carroll
Interim Secretary

Bronwyn Stanford
Regional Managing Director

ADDENDUM C

LEASE: 590:3110

Lessor and Lessee will have the right to terminate the lease at any time without penalty, by giving the Lessor three (3) months advance written notice by certified mail, return receipt requested.

Bronwyn Stanford, Managing Director

Garlos A. Gimenez, County Mayor

DEPARTMENT OF MANAGEMENT SERVICES

STATE OF FLORIDA
Disclosure Statement
Department of Management Services Form 4114

Lease Number: 590:3110

Purpose

This form is used to collect the information required pursuant to subsections 255.249(4)(h), 255.249(4)(i) and 255.01, Florida Statutes.

1. **Ownership** – Indicate the type of ownership of the facility in which this lease exists.
   a. ☒ Publicly Owned Facility
   b. ☐ Privately Owned Facility ☐ Individually held ☐ Entity held (e.g., corporate, LLC, partnership, etc.)
   c. Name of titleholder: _____
      Titleholder FEIN or SSN: _____
      Name of facility: _____
      Facility street address: _____
      Facility city, state, zip code: _____

2. **Disclosure Requirements**
   a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above? Yes ☐ No ☒
      If "Yes," please proceed to section 4.
   b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
      If "Yes," please proceed to 2.c.
   c. Does any public official, agent, or employee hold any ownership interest in the facility or the entity holding title to the facility? Yes ☐ No ☒
      If "Yes," please proceed to 2.d.
   d. Is the facility listed above financed with any type of local government obligations? Yes ☐ No ☒
      If "Yes," please stop and immediately contact your state leasing representative.

3. **Ownership Disclosure List** - (additional pages may be attached)
   a. Name

Name	Government Agency (if applicable)	Extent of Interest (Percent)
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%
		0.00%

   b. The equity of all others holding interest in the above named facility totals: _____

Form incorporated by reference, subsection 60H-1.025, Florida Administrative Code.

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4. **Signatures**

By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

a. Publicly Owned Facilities

Signature: _____

Name: _____

Government Entity: _____

Date: _____

b. Private Individually-held Facilities

Signature: _____

Name: _____

Date: _____

Signature: _____

Name: _____

Date: _____

c. Entity-held Facilities

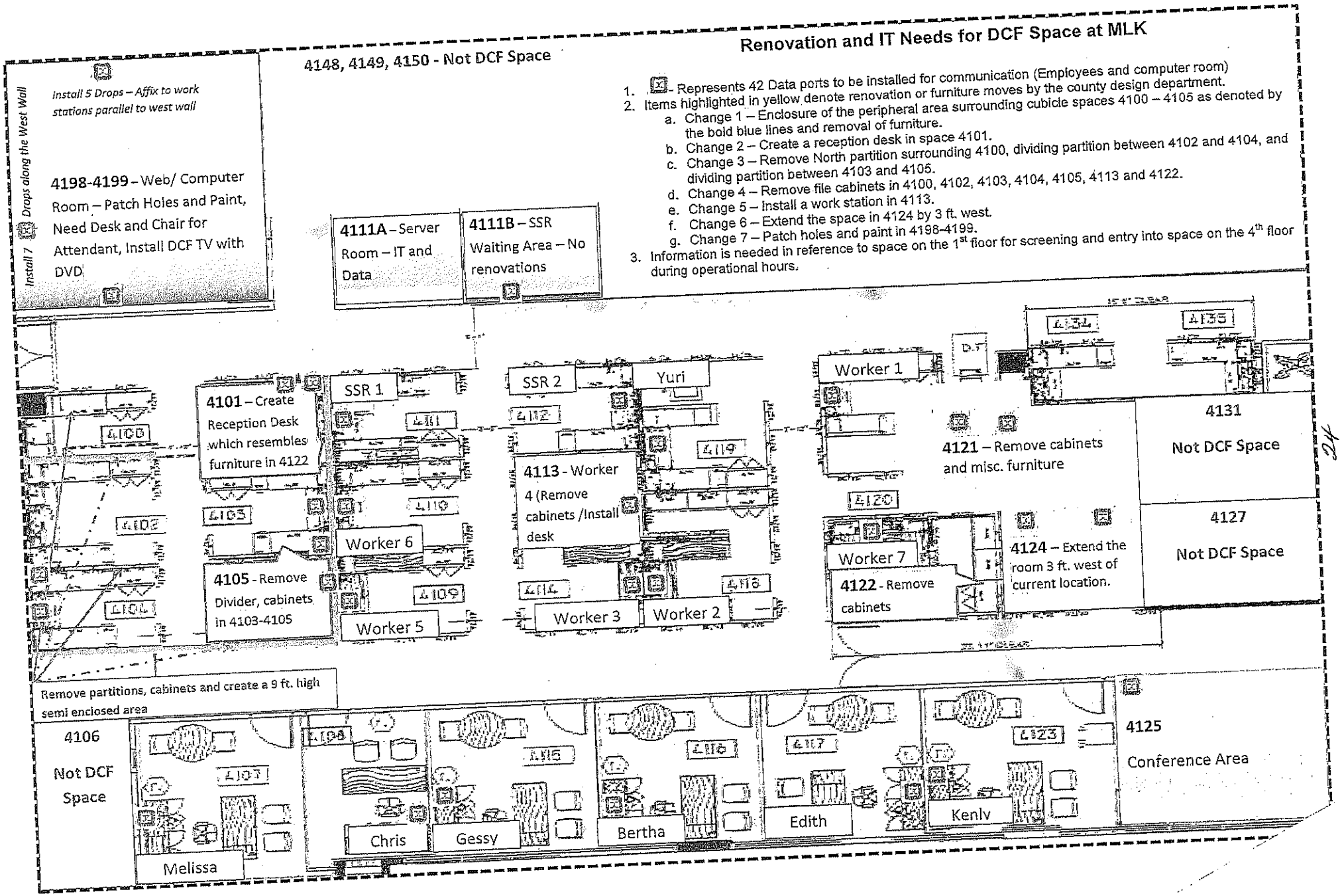
This is to certify, that the undersigned is authorized to conduct business as a representative of the entity listed in section 1.c. of this Disclosure Statement.

Signature: _____

Name: _____

Date: _____

Form incorporated by reference, subsection 60H-1.025, Florida Administrative Code.


Renovation and IT Needs for DCF Space at MLK
1. Represents 42 Data ports to be installed for communication (Employees and computer room)
2. Items highlighted in yellow denote renovation or furniture moves by the county design department.
a. Change 1 – Enclosure of the peripheral area surrounding cubicle spaces 4100 – 4105 as denoted by the bold blue lines and removal of furniture.
b. Change 2 – Create a reception desk in space 4101.
c. Change 3 – Remove North partition surrounding 4100, dividing partition between 4102 and 4104, and dividing partition between 4103 and 4105.
d. Change 4 – Remove file cabinets in 4100, 4102, 4103, 4104, 4105, 4113 and 4122.
e. Change 5 – Install a work station in 4113.
f. Change 6 – Extend the space in 4124 by 3 ft. west.
g. Change 7 – Patch holes and paint in 4198-4199.
3. Information is needed in reference to space on the 1st floor for screening and entry into space on the 4th floor during operational hours.
4148, 4149, 4150 - Not DCF Space
Install 5 Drops – Affix to work stations parallel to west wall
Drops along the West Wall
Install 7
4198-4199 – Web/ Computer Room – Patch Holes and Paint, Need Desk and Chair for Attendant, Install DCF TV with DVD
4111A – Server Room – IT and Data
4111B – SSR Waiting Area – No renovations
4100
4101 – Create Reception Desk which resembles furniture in 4122
4102
4103
4104
4105 - Remove Divider, cabinets in 4103-4105
SSR 1
4111
Worker 6
4109
Worker 5
SSR 2
4112
Yuri
4113 - Worker 4 (Remove cabinets /Install desk
4114
4116
Worker 3
Worker 2
4119
4120
Worker 1
4121 – Remove cabinets and misc. furniture
4134
4135
4131
Not DCF Space
4127
Not DCF Space
Worker 7
4122 - Remove cabinets
4124 – Extend the room 3 ft. west of current location.
Remove partitions, cabinets and create a 9 ft. high semi enclosed area
4106
Not DCF Space
4107
4108
4115
4116
4117
4123
4125
Conference Area
Melissa
Chris
Gessy
Bertha
Edith
Kenly