

# MEMORANDUM

Agenda Item No. 14(A)(9)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners


**DATE:** July 20, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving the terms of and authorizing execution by the County Mayor, of an office lease between Miami-Dade County and Bennie Lovett for the premises located at 1634 NW 6 Avenue, Florida City, Florida, to be utilized by Miami-Dade County as a district office for County Commission District 9, for an initial four-year term, with one four-year option to renew, with a total fiscal impact to the County estimated to be \$305,506.03 including the four-year renewal option period; authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

  
Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** July 20, 2021

**To:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Office Lease between Miami-Dade County and Bennie Lovett for Property Located at 1634 NW 6 Avenue, Florida City, Florida  
Lease No.: 16-7824-015-0010-L03

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and Bennie Lovett (Landlord), for the use of property located at 1634 NW 6 Avenue, Florida City, Florida (Premises) for the purpose of administrative offices for Commission District 9. The County has been a tenant in this office space since 2009.

- The existing Lease expires on June 30, 2021 and the incumbent Commissioner, Kionne L. McGhee, desires to continue utilizing this space as a Commission District 9 office.
- The Landlord has agreed to undertake renovations in the space at no cost to the County.

More specifically, the Resolution does the following:

- Authorizes the lease of 1,600 square feet of air-conditioned office space, together with parking spaces.
- Authorizes a lease term of four years, with one, four-year option to renew.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

## **Scope**

The Premises is in Commission District 9, which is represented by Commissioner Kionne L. McGhee. Written notice of the Lease was provided to the District Commissioner.

## **Fiscal Impact/Funding Source**

The fiscal impact to the County for the initial year of the lease term is estimated to be \$34,791.24, which is comprised of base rent in the amount of \$27,824.04 (approximately \$17.39 per square foot), a lease management fee of \$1,391.20 (five percent of the base rent), which shall be paid to the Internal Services Department for administration of the Lease, janitorial services in the amount of approximately \$3,200.00, estimated water usage for approximately \$720.00, pest control services for approximately \$420.00, and electrical expenses in the approximate amount of \$1,236.00. The base rent includes some of the operating expenses (i.e., real estate taxes, insurance, maintenance, repairs and common areas of the Premises). The annual rent increase is three percent per year. The total fiscal impact for the total term of the Lease, including the four-year option to renew is estimated to be \$305,506.03 (including base rent, janitorial services, lease management fees, electricity, pest control services and water). The funding source is the General Fund.

The County currently pays \$16.88 per square foot annually for the Premises.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the property to determine the subject property's market rental value. The findings are provided below.

633 N Krome Avenue, Florida City, Florida - \$25 per square foot on an annual basis. The tenant is responsible for all operating costs and expenses.

70 NW 8 Street, Homestead, Florida - \$31 per square foot on an annual basis. The landlord is responsible for the payment of all operating costs and expenses.

143 N Flagler Avenue, Homestead, Florida - \$26.50 per square foot. The tenant is responsible for the payment of some of the operating costs and expenses.

**Track Record/Monitor**

The County has no record of negative performance issues with the Landlord. Juliette Robinson Trottmann of the Internal Services Department is the Lease Monitor.

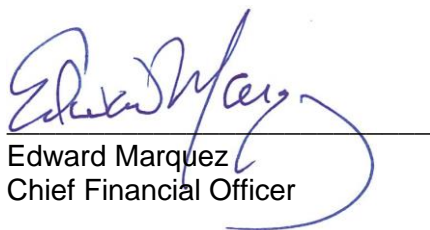
**Delegated Authority**

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, and to exercise all other rights conferred therein.

**Background**

The existing lease agreement was approved by the Board pursuant to Resolution No. R-422-13 on June 4, 2013 and will expire on June 30, 2021. The office space was previously utilized by Commissioner Dennis Moss, since 2003, until the end of his term in November 2020. The incumbent Commissioner Kionne L. McGhee, who began his term in November 2020, desires to continue utilizing this space as a Commission District 9 office to serve and respond to the needs of the constituents within the district and the surrounding communities.

The Landlord has agreed to undertake certain renovations in the space at no cost to the County, including the replacement of tile flooring throughout the entire space, painting of the walls and surrounding fence, the repair of one broken window and the HVAC closet door, and the replacement of toilet basins, faucets and toilets, all to be completed within 30 days after the Commencement Date of the Lease. The County may terminate the Lease at any time after the initial year, by providing the Landlord with at least 60 days' advanced written notice.



Edward Marquez  
Chief Financial Officer



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** July 20, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(9)

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
- ☐ Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(9)  
7-20-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE, OF AN OFFICE LEASE BETWEEN MIAMI-DADE COUNTY AND BENNIE LOVETT FOR THE PREMISES LOCATED AT 1634 NW 6 AVENUE, FLORIDA CITY, FLORIDA, TO BE UTILIZED BY MIAMI-DADE COUNTY AS A DISTRICT OFFICE FOR COUNTY COMMISSION DISTRICT 9, FOR AN INITIAL FOUR-YEAR TERM, WITH ONE FOUR-YEAR OPTION TO RENEW, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$305,506.03 INCLUDING THE FOUR-YEAR RENEWAL OPTION PERIOD; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

**WHEREAS**, Bennie Lovett ("landlord") owns certain property located at 1634 NW 6 Avenue, Florida City, Florida ("premises"); and

**WHEREAS**, the premises is located within Commission District 9 and Miami-Dade County (County) has been a tenant at the location under the current lease agreement approved by this Board through Resolution No. R-422-13 on June 4, 2013 ("existing lease"); and

**WHEREAS**, the existing lease will expire on June 30, 2021, and the County desires to continue leasing the premises consisting of approximately 1,600 square feet, to be utilized by the Miami-Dade County Board of County Commissioners as the Commission District 9 Office for Commissioner Kionne L. McGhee; and

**WHEREAS**, the County's Internal Services Department and the landlord have negotiated the terms and conditions for a new office lease ("lease") for a term of four years and one, four-year renewal option period, as further described in the accompanying memorandum; 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 into this resolution and are approved.

**Section 2.** This Board approves the lease between the County, as tenant, and Bennie Lovett, as landlord, for the premises located at 1634 NW 6 Avenue, Florida City, Florida, to be utilized by the Miami-Dade County Board of County Commissioners as the Commission District 9 office of Commissioner Kionne L. McGhee, in substantially the form attached hereto as Exhibit “A” and incorporated herein, with a total fiscal impact to the County estimated to be \$305,506.03 for the initial four-year term of the Lease and the additional four-year renewal option period, to be funded by the General Fund, and cancellable by the County for any reason whatsoever after the first year of the initial term, upon sixty (60) days’ notice.

**Section 3.** This Board authorizes the County Mayor, or the County Mayor’s designee, to execute the Lease after the expiration of the existing lease, to exercise any and all rights conferred therein, and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and  
upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20<sup>th</sup> day of July, 2021. 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: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Debra Herman

# EXHIBIT A

## OFFICE LEASE

by and between

Bennie Lovett

("Landlord")

and

Miami-Dade County

a political subdivision of the State of Florida

("Tenant")

For the benefit of: Commission District 9

Dated as of

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Folio No.: 16-7824-015-0010



## OFFICE LEASE

This Office Lease ("Lease") dated \_\_\_\_\_, 2021 is made between Bennie Lovett, whose principal place of business is located at 505 S.W. 5 Avenue, Florida City, Florida 33034 ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

### LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, subject to all of the terms and conditions set forth herein, that certain property (the "Premises"), which is further described below in *Item 5* of the Basic Lease Provisions, and as shown on the illustration attached hereto as Exhibit A. The Premises is located in the Building which is described below in the Basic Lease Provisions. The Building is located on that certain land (the "Land"), which is more particularly described below in Item 4 of the Basic Lease Provisions, which includes landscaping, parking facilities and other improvements including fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

### BASIC LEASE PROVISIONS

1. **Landlord:** Bennie Lovett
2. **Tenant:** Miami-Dade County  
a political subdivision of the State of Florida
3. **Building:** 1634 NW 6 Avenue, Florida City, Florida 33034  
A 2-Story Building
4. **Land (Including Folio No.):** 16-7824-015-0010 - Lot Size: 4,554 square feet
5. **Premises:** 1634 N.W. 6 Avenue, Florida City, Florida 33034
6. **Size of Rentable Area:** 1,600 square feet
7. **Size of the Building:** 1,992 square feet

8. **Rent:**

<u>Period</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
Year 1	\$2,318.67	\$27,824.04	\$17.39
Year 2	\$2,388.00	\$28,656.00	\$17.91
Year 3	\$2,460.00	\$29,520.00	\$18.45
Year 4	\$2,533.33	\$30,399.96	\$19.00
<b><u>Renewal Option Period:</u></b>			
Year 5	\$2,609.33	\$31,311.96	\$19.57
Year 6	\$2,688.00	\$32,256.00	\$20.16
Year 7	\$2,768.00	\$33,216.00	\$20.76
Year 8	\$2,850.67	\$34,208.04	\$21.38

9. **Additional Rent:** None
10. **Tenant's Pro Rata Share of Common Area Maintenance:** None
11. **Cost for Tenant Improvements:** At Landlord's expense in accordance with section 2(b)(1) of this Lease
12. **Security Deposit:** None
13. **Base Year for Taxes:** N/A
14. **Initial Term:** The Term of this Lease is four (4) years
15. **Renewal Option Period:** The Tenant shall have a one (1) time right to a four (4) year Renewal Option Period. The Tenant's rights and obligations pertaining to the Renewal Option Period are described, in Section 2(c) of this Lease, Standard Lease Provisions.
16. **Right of Early Cancellation:** Tenant shall have the right to cancel this Lease, or any portion thereof, upon sixty (60) days' advanced written notice to Landlord after the initial year of the Lease.
17. **Place of Rent Payment:** 505 S.W. 5 Avenue, Florida City, Florida 33034

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 17), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

#### STANDARD LEASE PROVISIONS

##### 1. LEASE GRANT

- (a) Landlord hereby leases to the Tenant that certain Premises, which is located at 1634 NW 6 Avenue, Florida City, Florida 33034, consisting of 1,600 rentable square feet of office space, which is shown on the illustration that is attached hereto, marked as "Exhibit A," and is included herein by reference.
- (b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, reserved and unreserved parking areas, common corridors, restrooms and lobby areas (the "Common Areas").
- (c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults, except to the extent that all components shall be in good condition and in good working order as of the commencement of this Lease, and to the extent that the Landlord has

agreed to make the Tenant Improvements, as described below, to the Premises, as described in Section 2(b)(1) of this Lease.

- (d) The Tenant shall have the use of two (2) parking spaces for its exclusive use (reserved) at all times during the Term of this Lease, in addition to the general use of the entire parking lot for its employees, agents, contractors, licensees, and invitees, which parking spaces may be utilized at any time during the normal business hours of the Building. Such parking spaces shall conform to all existing governmental codes in effect at the time of Tenant's occupancy.
- (e) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the common areas of the Building and the Land intended to be used for common use, including, but not limited to unreserved parking lot areas, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors and water fountains.

## 2. **TERM**

- (a) The Term of this Lease shall be for a period of four (4) years, and shall begin on the first (1<sup>st</sup>) day of the month following the date that this Lease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease, and after approval of the County Mayor or after the required ten (10) day veto period of the County Mayor has expired, or if the County Mayor vetoes this Lease, then after subsequent approval of two thirds vote of the Miami-Dade County Board of County Commissioners), (hereinafter described as the "Commencement Date", which shall be memorialized in a letter of commencement from Tenant to Landlord, and shall expire four (4) years after the Commencement date, hereinafter described as the "Termination Date."
- (b) Landlord shall cause the Premises to be improved with certain Tenant Improvements to the Premises, as described below in Section 2(b)(1).

(1) The term "Tenant Improvements" is the required improvements to the Premises that the Landlord shall perform, at Landlord's expense, to be completed within thirty (30) days after the Commencement Date of the Lease, as listed below. Those improvements shall include, but not be limited to the following:

- Remove and replace flooring with tiles throughout the entire space with color and quality approved by the Tenant.
- Repair and paint all interior walls with paint color to be approved by the Tenant.
- Paint fence surrounding the building.
- Pressure clean window sills and patio area.
- Repair HVAC closet door.
- Repair broken window in the second floor conference room.
- Inspect and replace all bathroom toilets, basins and faucets.

Should, for any reason, the Landlord fail to timely complete the Tenant Improvements within thirty (30) days after the Commencement of this Lease, as determined in Tenant's reasonable discretion, Landlord shall be required to pay the Tenant the amount of One Hundred (\$100.00) Dollars per day, for each day beyond the thirty (30)

day period as liquidated damages for such delay, the parties acknowledging and agreeing that the damages to the Tenant in such an instance are difficult to quantify and this is a reasonable estimation and agreement on such damages and is not a penalty.

(2) Tenant shall be responsible for the following:

- Security alarm and access control system (if any), including wiring for such systems.
- All low voltage wiring leading to work stations.
- Purchase and installation of any and all furniture.
- Installation of phones, internet systems, and related services, subject to the terms and conditions as outlined in section 5(c)(ii).

(c) Renewal Option Period. Tenant shall have the option to extend the Term of this Lease by providing written notice to the Landlord a minimum of thirty (30) days prior to the end of the initial Term, for an additional four (4) year period ("Renewal Option Period"). Tenant may only exercise the Renewal Option Period if there exists no material defaults beyond any applicable notice and cure periods. Further, upon the Tenant's exercise of its rights pertaining to the Renewal Option Period, this Lease shall be renewed for an additional four (4) year period, without the requirement of any further act, lease, or agreement by either party, and all of the terms and conditions of this Lease shall be extended to the Renewal Option Period, including the amount of the Rent as outlined in Section 3, Rent, Standard Lease Provisions.

(d) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including after the Renewal Option Period, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month, and the Rent shall be one hundred (100%) percent of the monthly base rent, in effect immediately prior to the expiration. In the event of such holding over, all of the terms of the Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month-to-month basis. Tenant shall indemnify Landlord for any damages resulting from such holdover, subject to limitations of Section 768.28, Florida Statutes.

### 3. RENT

(a) The Tenant agrees to pay Base Rent to the Landlord for the first (1<sup>st</sup>) year of the Term of this Lease in the amount of Twenty Seven Thousand Eight Hundred Twenty Four Dollars and Four Cents (\$27,824.04), payable monthly in the amount of Two Thousand Three Hundred Eighteen Dollars and Sixty Seven Cents (\$2,318.67), which represents approximately Seventeen Dollars and Thirty Nine Cents (\$17.39) per square foot. Tenant agrees to pay Base Rent to the Landlord for the Initial Term and the Renewal Option Period as follow:

<u>Initial Term</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Square Foot Cost</u>
Year 1	\$2,318.67	\$27,824.04	\$17.39
Year 2	\$2,388.00	\$28,656.00	\$17.91
Year 3	\$2,460.00	\$29,520.00	\$18.45
Year 4	\$2,533.33	\$30,399.96	\$19.00

**Renewal Option Period:**

Year 5	\$2,609.33	\$31,311.96	\$19.57
Year 6	\$2,688.00	\$32,256.00	\$20.16
Year 7	\$2,768.00	\$33,216.00	\$20.76
Year 8	\$2,850.67	\$34,208.04	\$21.38

- (b) All monthly installments of Rent shall be payable in advance on the first (1<sup>st</sup>) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30<sup>th</sup> of each year. Rent for the first and last months of the Term hereof shall be prorated, if necessary, based upon the number of days during each said month that this Lease is in effect. Unless otherwise authorized in this Lease, the Rent shall be due and payable without notice, demand, deduction, or offset to the office of the Landlord, or to such other place as the Landlord might designate in writing.
- (c) The term "Base Rent" or "Rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all Rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, real estate taxes, administrative fees, common area service utilities, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.
- (d) Tenant's Pro Rata Share of Common Area Maintenance. The Tenant shall not be obligated to pay to the Landlord any sum of money for its share of the Common Area Maintenance expenses, as defined herein, which is the cost for utilities, maintenance, repairs, replacement, and cleaning for any and all of the common areas of the Building and/or the Land ("Common Area Maintenance"). The expenses for Common Area Maintenance are and shall mean expenses of any kind or nature which are necessary, ordinary, and customarily incurred with respect to the operation, repair, replacement, and maintenance for the common areas of the Building and/or the Land, during a calendar year, and is generally charged as a common area maintenance expense to tenants by Landlords of comparable buildings in the Miami-Dade County, Florida area. Expenses for Common Area Maintenance includes all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, refurbishing, mechanically equipping, decorating, lighting, landscaping, repairing, improving, restoring, renovating, replacing, and maintaining all of the common areas of the Building and/or the Land, including signs, and utilities serving and/or required to be maintained in and to the Building and/or the Land (including access ways and loading/parking zone area(s) contiguous to the Building and available for use by occupants of the Building by reason of leasehold rights, or if Landlord is otherwise required to maintain or repair same). Expenses for Common Area Maintenance shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as, but not limited to, a leased space, the structural portions of the Building including the roof, foundation, and/or the curtain walls of the Building, the HVAC system, and/or capital costs or expenses. The Tenant shall not be obligated to pay, or otherwise contribute, to the Landlord, any amount, throughout the Term of this Lease, for Common Area Maintenance. Further, the parties also expressly agreed that the Landlord shall be solely responsible for the costs of repair for any repairs to the roof and/or roof membrane, repair and replacement of any energy management system,

costs related to the HVAC system, costs related to capital expenditures, Landlord's wages, unemployment taxes, social security taxes, real estate taxes and assessments, insurance, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by Landlords in similar buildings located in Miami-Dade County, Florida.

**4. PURPOSE**

- (a) The Landlord acknowledges and agrees that the Miami-Dade County Commissioner, for District 9, will utilize the Premises as its local office space for general office use and administering certain work.
- (b) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
- (c) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises, or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense.
- (d) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair or alterations, or at other times authorized by the Landlord.
- (e) The Landlord hereby acknowledges and agrees that should the Miami-Dade County Commissioner, District 9, elect to no longer occupy the Premises, that the use and purpose relating to the Premises shall also change, and will conform to the new use utilized by the new Tenant, or the subtenant that the Tenant subleases the Premises to in the future.

## 5. SERVICES AND UTILITIES

- (a) Landlord shall furnish, or cause to be furnished, to the Premises the utilities and services described below, Monday through Friday (except state, county and federal holidays), subject to the conditions and standards set forth in this Lease.
- (b) Electrical. (i) Landlord, at its sole cost and expense, shall be responsible for the provision of electricity to the Premises and LED, fluorescent and/or incandescent lighting, including task and task ambient lighting systems, and electricity for normal office equipment, computers, and computer peripherals and all costs, charges and fees associated therewith.  
  
(ii) Landlord shall extend into the leased space a dedicated grounded conduit for AT&T, so that there shall be a solid pathway for AT&T into the leased space so that Tenant will not share a conduit (or communication line) with any other Tenant in the building. Additionally, Landlord hereby agrees that Landlord shall be responsible for providing an extension of the building ground to the Tenant's location of choice within the leased space. This ground will be for use by the Tenant and its vendors for IT purposes.  
  
(iii) Tenant shall be responsible for the payment of the monthly electric bill for the Premises.
- (c) Water. Tenant, at its sole cost and expense, shall be responsible for the monthly payment of water for the Premises.
- (d) HVAC. Landlord shall provide Tenant with access to the HVAC system on a 24/7 basis. Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, including the replacement of HVAC filters no less than on a bi-annual basis. The Landlord is solely responsible for any and all costs associated with the HVAC system and with the provision of A/C to, and the usage of A/C by, the Premises.
- (e) Janitorial. Tenant, at its sole cost and expense, shall provide janitorial services to the Premises on a daily basis (Monday through Friday), which shall include emptying trash receptacles in the Premises, providing trash liners as necessary, and sweeping floors as necessary.
- (f) Pest Control. The Tenant shall be solely responsible for providing pest control in the Premises.
- (g) Cleanliness. Landlord, at its sole cost and expense, shall maintain the Building and the Land, in a neat, clean and sanitary condition, and shall keep sidewalks, walkways, and the parking lot area adjoining the Building clean and free from rubbish, and shall store all trash and garbage within the appropriate trash receptacle, and shall arrange for the regular pick up of trash and garbage. Further, within the Building, the Landlord shall not permit graffiti, rubbish, refuse, garbage, or any dirty (unhygienic) condition to exist within the Building, or otherwise allow for any unsightly or unsanitary condition to exist in the Building and/or on the Land.

- (h) Indoor Air Quality. Landlord shall be solely responsible for the indoor air quality in the Premises. The Landlord shall act to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs anywhere in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials, or equipment into Premises. The Landlord and its designated contractor(s) will use only non-toxic paint or other surface coatings, and will cause the Building and/or the Premises to be continuously ventilated to prevent the build-up of chemical gases from construction materials, or other emissive materials during and maintenance and/or repair of the Building and/or the Premises. Further, in the event that the Landlord, for any reason whatsoever, fails to immediately address or correct any concerns or issues found by any indoor air quality tests, then the Tenant shall have the right to perform any and all work to improve the air quality in the Premises, and afterwards secure reimbursement of such actual and reasonable cost and expenses (including labor and materials) from the Landlord. If the Landlord fails to reimburse the Tenant within sixty (60) days, then the Tenant shall have the right to reduce the amount of the Rent owed to the Landlord by the amount of the cost and expenses involved in improving the air quality in the Premises. Further, in the event that Tenant elects to conduct its own indoor air quality test on the Premises, the Landlord shall abide by the results and recommendations of such test(s), unless the Landlord reasonably determines, as evidenced by a written statement from a third-party consultant, that such test or results are inaccurate. Then in such instance, both the Landlord and the Tenant shall agree on a company to perform such indoor air quality test, and the results and recommendations of which shall be binding, for one (1) year, on both parties. Notwithstanding the foregoing, Landlord shall at all times remain compliant with Indoor Air Quality Standards, pursuant to Exhibit "B" attached hereto and incorporated by reference to this Lease.
- (i) Future Renovation/Improvements. The Landlord, at the beginning of the Renewal Option Period, shall paint the walls and ceiling of the Premises and replace any needed flooring including, but not limited to carpeting and/or tiles, or at minimum inspect the Premises with the Tenant to determine if any renovation work is necessary, and in addition, replace or repair any worn, damaged, or unhygienic flooring and/or tiles, which cannot be restored by cleaning, as determined by both the Landlord and Tenant. Landlord shall be responsible for the removal and storage of the office furniture and equipment during any required renovations. Shall Tenant require additional renovation work, Landlord will provide such services to Tenant at Tenant's expense, so long as the Landlord first secures written approval from the Tenant for such work, and a budgetary explanation as to how such work will be paid.

## 6. MAINTENANCE AND REPAIRS

- (a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord, at its sole cost and expense, shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building, the elevator(s), plumbing (except for clogged sinks, commodes, and/or urinals), HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, vendors, employees, licensees, or invitees, in which case the Tenant shall pay the



Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof if any. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, foundations, walls, the curtain wall, including any and all glass connections, all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, elevators, Building telephone systems, fire alarm systems (excluding Tenant installed alarm and security systems), the lobby(ies), the corridors, any and all common area flooring, including any carpeting or tile repair or replacement, electrical closets, interior portions of the Building, both above and below grade which are not covered by the Lease, common area pest control, landscaping, walkways, pathways, sidewalks, and the parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all repairs within a thirty (30) day period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after sixty (60) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the actual and reasonable cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Rent. Further, the Tenant shall have no liability to the Landlord for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or Land as a result of performing any such work. The Landlord shall be liable to Tenant for any injury or interference with Tenant's business arising from the failure of the Landlord within ten (10) business days to make any repairs, alterations, improvements in or to any portion of the Building, the Premises, and/or the Land.

- (a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within two (2) business days upon receiving any notice or complaint from the Tenant. Landlord will provide temporary spot coolers within two (2) business days to the Tenant in the event of an HVAC outage. Should the Landlord fail to timely address the necessary repairs to the HVAC system within ten (10) business days, the Tenant shall be authorized to do any of the following: (i) hire a third party company to make the necessary repairs to the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); (ii) utilize employees of the Tenant to repair the HVAC system, and reduce the Rent payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Rent by the number of days that the Premises was not utilized by the Tenant, in addition to reducing the Rent by any and all damages, such as, but not limited to, loss of business.
- (a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance of any maintenance and/or repairs to be performed

in the Premises, and/or which will materially affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-working hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be materially unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to Rent abatement for the period of time such Premises are materially unusable.

- (b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair within the Premises. Tenant shall be responsible for any and all janitorial cleaning in the Premises, (as described above in Section 5(e), or as mentioned in this Lease), and shall be solely responsible for providing pest control in the Premises. The Tenant shall be solely responsible to maintain any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant), if any, which is installed by, or on behalf of, the Tenant. Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, subject to and limited by Florida Statute 768.28. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) calendar day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.
- (c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days when the supplemental HVAC system is installed. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

## **7. ALTERATIONS AND IMPROVEMENTS**

- (a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connection with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees that during the course of any alterations and/or improvements that the Tenant shall not connect any new equipment, apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.
- (b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, Information Technology (IT) communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment, and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term of this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

- (c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant, FPL, and AT&T) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.
- (d) Tenant shall have the right, at its sole cost and expense, to install a security or burglar alarm system, fire alarm, in or about the Premises. Further, the Tenant shall also be permitted to install an antenna in or about the Premises or on, or within, the Building, to provide better cellular telephone reception primarily for the Tenant, and/or its employees. Plans regarding the installation of antennas or alarm systems must be submitted to the Landlord for prior review and approval.

#### 8. RIGHT OF QUIET ENJOYMENT

- (a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.
- (b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The foregoing notwithstanding, the Landlord shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term of this Lease.
- (c) Without limiting any of its rights, the Tenant may cancel, or otherwise terminate, this Lease upon thirty (30) days' notice to the Landlord in the event that quiet enjoyment or use of the Premises is prohibited or materially and adversely interfered with by an action or inaction of the Landlord, provided that from the date of receipt of notice from the Tenant to the Landlord, the Landlord shall have fifteen (15) days to cure the prohibition or interference affecting the Tenant's quiet enjoyment or use of the Premises.

#### 9. ASSIGNMENT AND SUBLETTING

- (a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sub-lease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sub-lease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any agency or department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sub-lease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election constitute a default hereunder,

notwithstanding Landlord's acceptance of Rent payments from any purported assignee or sub-tenant.

- (b) In the event of any such assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.
- (c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.
- (d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sub-lease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sub-lease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sub-lease. The Landlord shall approve or disapprove of the proposed assignment or sub-lease within ten (10) business days of receiving the proposed assignment or sub-lease. The failure of the Landlord to disapprove any proposed assignment or sub-lease with such ten (10) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sub-lease.

#### **10. LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant.

#### **11. EMINENT DOMAIN**

- (a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term under this Lease shall be reduced in the proportion that the Tenant's total square footage is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking.
- (b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to Landlord or the Tenant, this Lease shall terminate, with such termination being made effective one hundred eighty (180) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.
- (c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts

awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant is otherwise entitled to receive under the law. Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

**12. ACCESS OR ENTRY BY LANDLORD**

- (a) Upon twenty-four (24) hours prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, and/or agents, may, and only with an escort by an employee of the Tenant, enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. Landlord certifies that Landlord and Landlord's employees and/or agents have passed a criminal background screening. Upon forty-eight (48) hours prior written notice to Tenant, contractors shall be granted access for the purposes listed above. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.
- (b) Landlord may also show the Premises to renters, or lenders during regular business hours, and upon forty-eight (48) hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. Landlord may show the Premises to prospective purchasers the last four months of the Term of this Lease, upon 48 hours prior written notice to Tenant. During the course of any such showing of the Premises, the Landlord, the prospective renters, lenders, and/or purchasers shall be escorted by an employee of the Tenant throughout the Premises.
- (c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

**13. SIGNAGE**

- (a) All signs, symbols, and logos placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.
- (b) The Tenant shall be entitled to have its name displayed on any and all Building directories, if any, and on any outdoor monument sign(s), if any, at the Landlord's sole cost and expense; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

#### 14. INSURANCE

- (a) Landlord's Insurance. The Landlord will, during the Term of this Lease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood, and extended coverage insurance on the improvements of the Premises and the Building, to the full replacement value.
- (b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease.

#### 15. INDEMNIFICATION

- (a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable 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 solely arising out of, relating to, or resulting from the negligence of the Landlord or negligence of its employees, agents, vendors, 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 reasonable attorneys' fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease 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.
- (b) If the Tenant's use and occupancy is materially and adversely interfered with as a result of any act or inaction by the Landlord, its employees, agents, contractors, licensees, and/or invitees, then, in addition to any other remedy, the Tenant shall be entitled to an abatement of the Rent for the period of time occupancy is materially and adversely interfered with.
- (c) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person in the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the gross negligence of the Tenant, its officers, employees, vendors, or agents, and all subject to the limitations of Florida Statutes, Section 768.28.
- (d) The language in this section shall survive the early termination or expiration of this Lease.

#### 16. HAZARDOUS MATERIALS

- (a) The Landlord represents and warrants to the Tenant that no Hazardous Materials, as defined below, have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises. The Landlord further represents and warrants that to the best of its knowledge, information, and belief, the Premises, the Building, and/or the Land have never been used as a dump for any Hazardous Materials, as defined below, and that at all prior uses of the Premises, the Building, and/or

the Land have at all times complied with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials.

- (b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter, which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).
- (c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials.
- (d) The language in this section shall survive the early termination or expiration of this Lease.

#### **17. DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event that minor damage is sustained to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from force majeure. Tenant shall be relieved from paying Rent and other charges during any portion of the Term of this Lease that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, and any remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, uninhabitable, inoperable or otherwise unfit for occupancy or use.

#### **18. TENANT'S DEFAULT AND REMEDIES**

It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fourteen (14) business days after receipt of written notice thereof was made to Tenant by the Landlord (with the exception for any payment due in October, as described above in Article 3, Rent); (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this



Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iii) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (iv) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (v) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vi) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (vii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

#### **19. LANDLORD'S DEFAULT AND REMEDIES**

- (a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon thirty (30) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for actual and reasonable costs and expenses, including, but not limited to labor and materials, or alternatively, the Tenant shall be permitted to deduct the amount for such work from the Rent.
- (b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

#### **20. ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the Term, or after the expiration thereof, each party hereby expressly agrees to be responsible for its own attorneys' fees, and other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

#### **21. EARLY CANCELLATION**

Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, at any time after the first anniversary of

this Lease, without cause, to terminate this Lease by giving the Landlord at least sixty (60) days' advanced written notice of such early cancellation. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the Term of this Lease.

**22. TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease.

**23. CONDITION OF PREMISES AT TERMINATION**

- (a) Upon the expiration or earlier cancellation of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.
- (b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early cancellation of this Lease, provided that in such removal the Tenant shall repair any and all damage caused to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

**24. NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirm receipt of the email), or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Internal Services Department
	111 N.W. First Street, Suite 2460
	Miami, Florida 33128
	Attention: Director

Email: Daniel.Chatlos@MiamiDade.gov

with a copy to: County Attorney's Office  
111 N.W. First Street, 28<sup>th</sup> Floor  
Miami, Florida 33128

To Landlord: Bennie Lovett  
505 S.W. 5 Avenue  
Florida City, Florida 33034

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

**25. LANDLORD'S REPRESENTATIONS AND COVENANTS**

Landlord hereby represents and covenants to Tenant that:

- (a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.
- (b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.
- (c) Landlord will keep the Premises, and the Building, free and clear of any and all liens on account of any construction, repair, alternation, improvements, and/or taxes. Landlord shall keep any and all mortgage payments current and in good standing.
- (d) Landlord represents and covenants as of the commencement of this Lease, the Premises will not be in violation of any federal, state, county, and municipal laws regulations, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Landlord further represents and covenants that it has not received any notice of any such violation.
- (e) Landlord hereby represents and covenants that the Premises now conforms to, or that prior to Tenant's occupancy in the Premises, that the Premises shall, at the Landlord's sole cost and expense, be brought into conformance with the requirements of Section 553.501, et seq., Florida Statutes, regarding "Florida Americans with Disabilities Accessibility Implementation Act," providing requirements for the physically handicapped.

- (f) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.
- (g) Landlord represents and covenants that there are no vermin, termites, insects, or pests of any kind or nature within the Premises, and/or in the Building. Should the Tenant find evidence of anything to the contrary, the Landlord shall immediately rectify the situation by employing a pest exterminator.

**26. TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its Terms, conditions and provisions and that the person signing this Lease on behalf of the Tenant has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

**27. FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease (expressly excluding monetary obligations) by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**28. RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

**29. BUILDING RULES**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before implementation of such rules. Notwithstanding the foregoing, should any of the rules for the Building conflict with the terms and conditions of this Lease, then this Lease shall control.

### 30. MISCELLANEOUS

- A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
- B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
- C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.
- D.) Recording. The parties acknowledge and agree that the Tenant will file a copy of this Lease with the Miami-Dade County Clerk of the Board.
- E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.
- F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.
- G.) Performance. As otherwise described in this Lease, if there is a default with respect to any of the Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default (provided the nature of said default cannot be reasonable cured within a thirty (30) day period), Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the actual and reasonable cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the then highest lawful interest rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.
- H.) Successors and Assigns. The terms herein contained shall bind and insure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

- I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the Term of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holidays, then such due date or cure period expiration date shall be postponed to the next following business day.
- J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.
- K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.
- L.) Subordination. This Lease is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trusts, now or hereafter placed on the Building, the Land, and/or the Premises, and to all renewals, modifications, and extensions thereof. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form on or before (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant, and provided, however, that the loan documents, mortgage, and/or subordination agreement contain a provision which states that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term of this Lease.
- M.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as part of the Lease.
- N.) No Offer. The presentation and execution of this Lease by the Landlord shall be an offer which may be accepted by the Tenant, and this Lease only becomes valid, binding, and effective upon the execution and commencement of this Lease by both Landlord and Tenant. Further, employees or agents of Landlord have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith.
- N.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

- O.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.
- P.) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

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[ONLY THE SIGNATURE PAGE REMAINS]

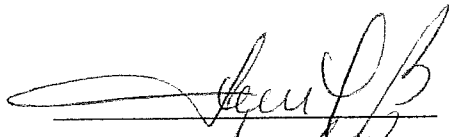
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

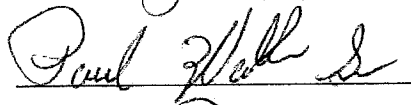
(OFFICIAL SEAL)

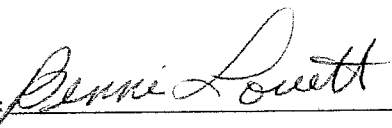
LANDLORD

BENNIE LOVETT

Signed in the presence of:

  
Print Name: Jennifer Brown

  
Print Name: PAUL WALKER SR

By:   
\_\_\_\_\_

(OFFICIAL SEAL)

TENANT

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

BY ITS BOARD OF COUNTY  
COMMISSIONERS

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Daniella Levine Cava  
Mayor

Approved by the County Attorney as  
to form and legal sufficiency: \_\_\_\_\_



**EXHIBIT A  
THE PREMISES**



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 1/26/2021

Property Information	
Folio:	16-7824-015-0010
Property Address:	1534 NW 5 AVE Florida City, FL 33034-1826
Owner	BENNIE L LOVETT
Mailing Address	505 SW 5 AVE FLORIDA CITY, FL 33034 USA
PA Primary Zone	5700 DUPLEXED - GENERAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY - OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq. Ft
Living Area	Sq. Ft
Adjusted Area	1,992 Sq.Ft
Lot Size	4,554 Sq.Ft
Year Built	1925



Assessment Information			
Year	2020	2019	2018
Land Value	\$18,216	\$18,216	\$19,664
Building Value	\$99,108	\$94,603	\$94,603
XF Value	\$5,130	\$5,187	\$5,244
Market Value	\$122,454	\$118,006	\$119,511
Assessed Value	\$122,454	\$118,006	\$119,511

Benefits Information				
Benefit	Type	2020	2019	2018
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
COOPERS SUB PB 33-84	
LOT 1 LESS BEG 29.70FT OF NW	
COR OF LOT 1 TH WLY AD 33.91FT	
0.89 DEG W 5FT N 00 DEG W 20.50FT	
TO POB & LESS EXT AREA OF CURVE	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$122,454	\$118,006	\$119,511
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$122,454	\$118,006	\$119,511
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$122,454	\$118,006	\$119,511
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$122,454	\$118,006	\$119,511

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/15/2011	\$375,000	27682-2014	Corrective, tax or OGD; min consideration
02/01/2007	\$475,000	25469-1803	Deeds that include more than one parcel

## EXHIBIT B

### INDOOR AIR QUALITY SAFE PRACTICES

It is the policy of the Miami Dade County, Internal Services Department that landlord provide the tenants of a lease facility with a healthy working environment. The landlord is responsible for establishing and implementing a written Indoor Air Quality Program (IAQP). This program will indicate all necessary measures to prevent degradation of EQP within a lease facility.

Controlling indoor air quality involves integrating three main strategies:

1. Manage the sources of pollutants either by removing them from the building or isolating them from people through physical barriers, air pressure relationships, or by controlling the timing of their use.
2. Dilute pollutants and remove them from the building through ventilation.
3. Use filtration to clean the air of pollutants.

One important goal of an indoor air quality program is to minimize people's exposure to pollutants from these sources. Maintaining good indoor air quality requires attention to the building's heating, ventilation, and air conditioning (HVAC) system; the design and layout of the space; and pollutant source management.

Because of the HVAC system's importance, good indoor air quality management includes attention to:

- **Ventilation system design.** The air delivery capacity of an HVAC system is based in part on the projected number of people and amount of equipment in a building. The delivery of sufficient quantities of outdoor air to a building's occupied spaces can be considered the most important requirement for achieving good IAQ.
- **Outside air supply.** Adequate supply of outside air, typically delivered through the HVAC system, is necessary in any office environment.
- **Outdoor air quality.** When present, outdoor air pollutants such as carbon monoxide, pollen, and dust may affect indoor conditions when outside air is taken into the building's ventilation system.
- **Space planning.** The use and placement of furniture and equipment may affect the delivery of air to an occupied space.
- **Equipment maintenance.** Diligent maintenance of HVAC equipment is essential for the adequate delivery and quality of building air.
- **Controlling other pollutant pathways.** Pollutants can spread throughout a building by moving through stairwells, elevator shafts, wall spaces, and utility chases.

#### **Prior to Occupancy**

Testing shall be performed by a qualified registered professional engineer or certified industrial hygienist to confirm that the ventilation system, in its minimum outdoor air setting, is delivering the quantities of outdoor air to representative occupied spaces, as called for in this lease agreement. A validated report detailing the measurement and verification of air volume testing, adjusting and balancing shall be provided to the tenant, without any cost to the tenant.

During the installation of materials (*in either the tenant's space or areas served by the tenant's HVAC system*) with the potential to emit Volatile Organic Compound (VOC) (*including carpets, adhesives, caulks, sealants, paints, insulations and office work station partitions*), the HVAC system shall be operated with no recirculation or air (*weather permitting*).

This can be achieved either with 100 percent outside air or by using only the supply air fans and ducts; exhaust is to be provided through windows (if operable). This reduces contamination of return air ducts, plenums, and insulation materials. If operable windows are not present, temporary openings shall be

provided by the removal of window glass. Consideration shall be given to the use of exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to the exterior are useful for exhausting air from the building during temporary ventilation. Any temporary systems must comply with applicable life and safety codes. This construction related ventilation shall be operated for 24 hours a day and shall persist for one week after the installation of the carpets or other remodeling activity.

The landlord is responsible for operating the building HVAC systems so that the occupied areas of the building are maintained at a slight positive pressure typically (0.01-0.05 of water column) with respect to the outdoors.

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Guidelines for office type environments specify a maximum density of seven people per 90 square meters (1000 sq. feet), a maximum of one personal computer per person and a maximum of 21 watts per square meter (2 watts per square foot). If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation capacity if needed can be negotiated.

The space provided for the tenant has been designed to be capable of providing adequate ventilation air to meet ASHRAE Std. 62.1-2016. Installation of large or high use photocopying machines, kitchen/vending equipment, or several large computer work stations will exceed the HVAC design capacity and may necessitate the installation of a direct coupled exhaust or additional cooling capacity. If tenant needs exceed the office HVAC design capacities, it is the responsibility of the tenant to notify the owner such that appropriate action can be undertaken. The cost of the installation of additional cooling or ventilation (exhaust) capacity if needed may be negotiated.

The operative temperature is recommended to range in which, theoretically, at least 90% of occupants wearing light clothing during primarily sedentary activity will find the environment thermally acceptable is between 67.5 to 80 degrees Fahrenheit according to the American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE). The relative humidity is recommended to be below 60% level by the OSHA IAQ Technical Manual and NIOSH to prevent the growth of mold/mildew. According with ASHRAE recommended acceptable Carbon Dioxide levels range of below 1000 ppm and Carbon Monoxide levels within acceptable limits of below 10 ppm for occupant comfort.

Suggested Ranges of Temperature and Relative Humidity During Summer and Winter		
(Assumes typical summer and winter clothing at light/sedentary activity levels)		
Relative Humidity	Winter Temperature	Summer Temperature
30%	68.5°F-75.5°F	74.0°F-80.0°F
40%	68.0°F-75.0°F	73.5°F-80.0°F
50%	68.0°F-74.5°F	73.0°F-79.0°F
60%	67.5°F-74.0°F	73.0°F-78.5°F

### Indoor Air Quality Program

This Indoor Air Quality Program should include but not limited to:

- 1. Designee:** There shall be an assigned Indoor Air Quality Program (IAQP) coordinator qualified by appropriate training and experience that is equal with the complexity of the program to administer or oversee the program and conduct the required evaluations of the program effectiveness.
- 2. Building Profile:** Building Description is essential information of a building profile which is necessary for a basic understanding of the building HVAC systems and which is necessary to set the foundation for the operations and maintenance.

3. **Operating Procedures:** Description of daily operating and management of facility building systems can directly affect the environment air quality.
4. **Maintenance Procedures:** Maintain a preventive maintenance for the building system components that affect the environment air quality.
5. **Audits:** Regular facility audits should be performed throughout the facility interior, HVAC System and exterior.
6. **Operator Training:** Under no circumstances may an employee operate or maintain a building system until he/she has successfully completed the EAQ training.
7. **Contractor Employers:** outside contractor should follow what is established on the EAQ program.
8. **Recordkeeping:** Encourages indoor air quality feedback—good or bad. Record all tenant complaints of building-related illnesses. These records are necessary to expedite review and evaluation of the system and to support implementation and operation of an adequate environmental air quality program. Use an Environmental Air Quality Complaint Form for employee complaints is recommended.
9. **Program Evaluation:** By having our program administrator that thoroughly evaluate and, as necessary, revise our Indoor Environmental Quality Program and can eliminate problems effectively.

ASHRAE, EPA and OSHA standards are updated on a regular basis, therefore, the landlord should always follow the latest approved standards.

ASHRAE standards establish consensus for test methods and performance criteria. These include voluntary consensus standards for Method of Measurement or Test, Standard Design and Standard Practice. Consensus standards define minimum values or acceptable performance. ASHRAE is accredited by the American National Standards Institute (ANSI) and follows ANSI's requirements for due process and standards development.