

# MEMORANDUM

Agenda Item No. 8(F)(2)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** June 3, 2025

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

**SUBJECT:** Resolution approving the terms of, and authorizing execution by the County Mayor, of a Lease Agreement between 9250 Doral IV, LLC, a Delaware Limited Liability Company, as landlord, and Miami-Dade County, as tenant, for the premises located at 9250 NW 36 Street, East Pod of the building, 5th Floor, Miami, Florida 33178, measuring approximately 16,624 square feet, to be utilized by the Miami-Dade Fire Rescue Department for general office purposes, with a total fiscal impact to the County estimated to be \$236,718.96 for a one-year term; and authorizing the County Mayor to exercise any and all other rights conferred therein

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The accompanying resolution was prepared by the People and Internal Operations Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.

  
Geri Bonzon-Keenan  
County Attorney

GBK/uw

MDC001

**Date:** June 3, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Resolution for Approval of a Lease Agreement for the Property Located at 9250 NW 36 Street, East Pod of the Building, 5<sup>th</sup> Floor, Miami, Florida 33178  
Folio No. 35-3028-008-0010

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### **Executive Summary**

This item is for the approval, pursuant to Section 125.031 of the Florida Statutes, of a Lease Agreement (Lease) between 9250 Doral IV, LLC (Landlord), a Delaware limited liability company, and Miami-Dade County (County), as tenant, for the lease of the property located at 9250 NW 36 Street, East Pod of the Building, 5<sup>th</sup> Floor, Miami, Florida 33178 (Premises). The Premises consist of approximately 16,624 square feet of air-conditioned office space to be utilized by the Miami Dade Fire Rescue Department (MDFR). MDFR intends to utilize the Premises as general office space in which the Health and Safety Division (Division) can operate. This Division is responsible for hosting mental health programs for MDFR fire fighters and staff, making the proposed Premises an excellent location due to its proximity to MDFR Headquarters. These programs focus on promoting resilience, providing critical mental health support, and fostering a stigma-free environment for those seeking assistance. The proposed Lease is for a one-year term with a rental rate of approximately \$6.02 per square foot.

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the terms of, and authorize the execution by the County Mayor or the County Mayor's designee, the Lease, herein attached to the memo as Exhibit "A," between the Landlord and the County, for the lease of the Premises. More specifically, the Resolution does the following:

- Approves the lease of approximately 16,624 square feet of air-conditioning office space;
- Approves the lease term of one (1) year; and
- Authorizes the County Mayor or the County Mayor's designee to execute the Lease.

The Lease will be effective pursuant to Board approval and the expiration of the County Mayor's ten-day veto period.

### **Scope**

The scope of this item is countywide in nature. The Premises are located in Commission District 12, represented by Commissioner Juan Carlos Bermudez. Written notice of the Lease was provided to the District Commissioner.

### **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, including the right to terminate the Lease.

### **Fiscal Impact/Funding Source**

The total fiscal impact to the County for the one-year term of the Lease is estimated to be \$236,718.96. This amount is comprised of:

- \$99,999.96 (approximately \$6.02 per square foot), in base rent;

- \$5,000.00 payable to the People and Internal Operations Department (PIOD), for the management of the Lease (the amount is equivalent to five (5%) percent of the base rent);
- \$28,800.00 for janitorial services; and
- \$102,919.00 for initial set up expenses: to include communications/fiber, network and Wi-Fi switches, desktops, monitors, and office configuration.

This item will be funded by MDFR's Fund SF001. The Landlord, at its sole cost and expense will paint and/or use touch up compound paint for all interior office spaces, strip and rewax VTC tiles in breakroom, copy, and storage rooms, and construct two dividing walls with doors. Utilities for the Premises are included in the base rent. The County will be responsible for janitorial services.

PIOD has conducted an internal survey of the comparable rental values in the immediate area of the Premises to determine the market rental value of similar properties. The findings are provided below:

- 8750 NW 36 Street, Doral, Florida - \$26.00 per square foot per year; the tenant is responsible for all operating expenses.
- 4090 NW 97 Avenue, Doral, Florida - \$27.50 per square foot per year; the tenant is responsible for all operating expenses.
- 8400 NW 36 Street, Doral, Florida - \$30.00 per square foot per year; the tenant is responsible for all operating expenses.

#### **Track Record/Monitor**

The County has no record of negative performance issues with the Landlord. Rosa Arguelles of PIOD will be responsible for monitoring the Lease, and the Premises will be managed by Melanie Ippolito, Assistant Fire Chief, and Katrina Mirazo, Real Estate Manager of the MDFR Planning Section.

Pursuant to Section 2-8.6.5 of the County Code, the following is the ownership structure of 9250 Doral IV, LLC.:

- 9250 Doral IV, LLC., Sole Member is 9250 Doral Holdings IV, LLC., and Manager is Delma 9250 Doral Blvd. IV, Corp.
- 9250 Doral Holdings IV, LLC., Sole Shareholder is Issam Khorani, and it is managed by Delma 9250 Doral Blvd. IV, Corp.
- Delma 9250 Doral Blvd. IV, Corp.: Corporate Officers: Vice President, Barkev Kalayjian; Director, Kevork Toroyan; Senior Vice President, Anthony Milelli; Vice President, James Thomson; Sole Shareholder: Delma Properties, Inc.
- Delma Properties, Inc.: Corporate Officers: Director, Kevork Toroyan; President, Kevork Toroyan; Vice President, Anthony Milelli; Secretary, Barkev Kalayjian; Shareholder: IH Real Estate Investments, LLC.
- IH Real Estate Investments, LLC is not registered with the Division of Corporations, State of Florida.

#### **Background**

The Premises will provide significant operational benefit to MDFR and securing an off-site facility is more than a strategic decision; it is a necessary step to further reduce the stigma around seeking mental health care in the fire service. By expanding MDFR's services and offering a private, accessible space, MDFR will continue to enhance the mental health and well-being of MDFR employees. The Premises would also support the future growth of MDFR and address the increased demand for mental health services among its members.

An off-site location offers the following critical benefits:

- Privacy and Anonymity: For many individuals, the fear of stigma and negative perceptions around seeking mental health support remains a significant barrier. An off-site facility would provide the necessary privacy, allowing personnel to access services anonymously and comfortably.
- Increased Accessibility: Having a dedicated location for mental health services increases availability, ensuring that employees, firefighters, and their families can access counseling, peer support, and wellness services as needed.
- Supporting Growth and Service Expansion: As MDFR expands the scope of services, including future projections of additional Division personnel, professional staff, peer support members as well as clinicians, an off-site location would accommodate this growth, ensuring we continue to meet the needs of MDFR employees.

MDFR is deeply committed to improving the mental health and well-being of its personnel, employees, and their families. The Lease of this facility and the scopes of services it will provide, will allow MDFR to address the unique challenges faced by first responders by making mental health care more accessible.

Attachment

A handwritten signature in blue ink, appearing to read 'C Edwards', written over a horizontal line.

Carladenise Edwards  
Chief Administrative Officer



## Exhibit "A"

### LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **9250 DORAL IV, LLC**, a Delaware limited liability company, whose principal place of business is located at 9250 NW 36<sup>th</sup> Street, Doral, Florida 33178, (the "Landlord"), and **MIAMI-DADE COUNTY**, a political sub-division of the State of Florida located at 111 N.W. First Street, Miami, Florida, 33128 (the "Tenant"). Landlord and Tenant shall each be referred to as a "Party" and together as the "Parties."

### RECITALS:

**WHEREAS**, the Landlord owns the property located at 9250 N.W. 36 Street, Doral Florida 33178 (the "Property"); and

**WHEREAS**, the Landlord wishes to lease to Tenant, and Tenant desires to lease from Landlord, the Premises (as defined herein), pursuant to the terms and conditions of this Lease, as detailed herein.

### PREMISES

In consideration of the rents to be paid, covenants and agreements to be performed by Tenant, Landlord does hereby lease unto Tenant that certain office space, consisting of approximately 16,624 rentable square feet of air conditioning office space, located at 9250 N.W. 36 Street, Miami, Florida, 33178 on the East pod of the Building on the fifth floor, specifically for the use of the perimeter offices, conference room, copy room and breakroom (collectively, the "Premises"), as more specifically depicted on the plan attached hereto as Exhibit A, having Folio Number: 35-3028-008-0010, (the "Building"). A Summary Report of the Building, the land, common areas and similar improvements (the "Property") is attached hereto marked as Exhibit D and incorporated herein by this reference.

1. **Rent; Delinquent Payment; Handling Charges.** In consideration of the Landlord's Lease to permit occupancy and usage of the Premises by Tenant, Tenant agrees to pay rent to Landlord during the Term (as defined herein) at Landlord's notice address set forth in Section 25 below a monthly amount equal to **Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$8,333.33)**, plus applicable additional rent, and State of Florida sales tax (collectively, "Rent") on the Commencement Date (defined herein) and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term of this Lease commences on a date other than the first day of a calendar month or ends on a date other than the last day of a calendar month, the monthly rent payable hereunder shall be pro-rated based upon the ratio that the number of days in the Term within such month bears to the total number of days in such month.

Notwithstanding the foregoing, the Tenant's obligation to pay sales and use tax, pursuant to this Lease are hereby waived, provided that Tenant provides a Consumer's Certificate of Exemption (Form DR-14), or its equivalent, prior to the Commencement Date of the Lease reflecting that Tenant is exempt from rental tax, sales and/or use tax, and Tenant maintains such tax exempt status throughout the Term of this Lease, no rental tax, sales tax/use tax shall be due.

Lease Period	Annual Rent	Monthly Rent
One Year (12 Months)	\$99,999.96	\$8,333.33



Landlord and Tenant hereby acknowledge and agree that all past due payments required of Tenant hereunder shall bear a late fee in the amount of three (3%) percent monthly.

Notwithstanding the foregoing Landlord and Tenant hereby acknowledge and agree that Tenant shall be permitted to pay any October Rent payment, up to a period of thirty (30) days late, without any penalty, due to the fact that the Tenant's fiscal year closes on September 30th, and certain accounting procedures must be followed in advance of processing such rental payment for the month of October.

2. **Place of Rent Payment.** All payments required to be made by Tenant to Landlord hereunder shall be made by Electronic Fund Transfer ("**EFT**"), Automated Clearing House ("**ACH**"), Landlord's notice address as set forth in Section 25 below or to such other location as Landlord may from time to time specified in writing.

3. **Term.** The term of this Lease is for one (1) year, commencing on the date Landlord delivers possession of the Premises to Tenant with Landlord's Work (as defined herein and such Landlord's Work shall not be delayed), (the "**Commencement Date**") and shall expire on the date that is one (1) year after such Commencement Date (the "**Expiration Date**"). Such Commencement Date and Expiration Date shall be memorialized in writing by Landlord and Tenant, in substantially the form attached hereto as **Exhibit B.**

The Effective Date of this Lease shall be the date that this Lease is approved by the Miami-Dade County Board of County Commissioners, and after the expiration of the Miami-Dade County Mayor's ten (10) day veto period (the "**Effective Date**"). Should the Miami-Dade County Mayor veto the approval of this Lease, then this Lease shall only become effective upon 2/3 vote and approval of the Miami-Dade County Board of County Commissioners.

Notwithstanding the foregoing to the contrary, after the Expiration Date of this Lease, the Term shall continue on a month-to-month basis, however, this Lease may be terminated by either Party upon ninety (90) days advance written notice given to the other and the rights and obligations of the Parties hereto shall cease upon expiration thereof.

4. **Right of First Offer.** Subject to the rights of existing tenants (i.e., tenants under an executed lease with Landlord at the Building), if any, as of the date of this Lease, in the event that the space commonly known as the 5th Floor East Pod ("**First Offer Space**") becomes or will become available for leasing by third parties and in the event Landlord desires to lease the First Offer Space to third parties, Landlord shall, prior to offering such First Offer Space to lease to any third party, notify Tenant, in writing ("**First Offer Notice**"), that such First Offer Space is or will become available, the anticipated delivery date of such First Offer Space to Tenant, and the terms upon which such First Offer Space will be offered, including, without limitation, the term and the annual fixed rental rate. Tenant shall have ten (10) business days from the date of the First Offer Notice to notify Landlord, in writing, that Tenant desires to lease such First Offer Space on the terms and conditions set forth in the First Offer Notice and in the event of such a timely written notice, Tenant shall thereafter, and within fifteen (15) days after Landlord's request therefor, enter into a lease amendment prepared by Landlord which adds the First Offer Space to the Premises upon the terms and conditions set forth in Landlord's First Offer Notice and in the Lease. In such event, Landlord and Tenant shall use good faith, diligent efforts to enter into a lease amendment to incorporate the First Offer Space as part of the Premises based upon the terms of the First Offer Notice and otherwise, in accordance with terms and conditions that are commensurate with the Doral, FL office submarket and negotiated and agreed by the Tenant. In the event Tenant does not notify Landlord that it desires to lease such First Offer Space on the terms and conditions set forth in the First Offer Notice as prescribed herein,



or, having timely given such notice, fails to agree to a lease amendment as contemplated herein within fifteen (15) days after Landlord's request, Landlord may lease all or any part of such First Offer Space to any other party and Tenant shall have no further right or interest in all or any part of such First Offer Space whether or not all or any part of such First Offer Space again becomes available for lease during the Term. Anything herein to the contrary notwithstanding, Landlord shall not be required to offer the First Offer Space to any third party for leasing. The terms of this Section 4 shall apply only to the entire First Offer Space available for leasing by third parties and identified in the First Offer Notice. It shall be a condition of Tenant's right to lease the First Offer Space that no Event of Default has occurred and is continuing under this Lease at the time such First Offer Space becomes available for lease and upon the date such First Offer Space is to be added to the Premises. The rights granted under this Section 4 are personal to the originally named Tenant hereunder and may not be assigned to, and shall not inure to the benefit of any other party.

5. **Condition of the Premises; Parking Facilities.**

a. Tenant shall accept the Premises in its "AS-IS," "WHERE-IS" condition and configuration and Landlord shall not perform any improvements or modification to the Premises in connection with this Lease except that Landlord shall, at its sole cost and expense, using standard building materials and methods: (i) paint and/or touch compound paint all interior office spaces, (ii) strip, rewax VTC in breakroom, copy and storage rooms, and (iii) construct two dividing walls with doors; one door will separate Tenant spaces between the north and east pods, and the other door will be installed in an interior corridor (see attached **Exhibit C**), (collectively, the "**Landlord's Work**").

b. Tenant acknowledges and agrees that under no circumstances shall Tenant and its agents, employees, invitees or contractors have the right to utilize the parking facilities at or otherwise affiliated with the Property, including, without limitation, any valet parking services offered at the Building. Landlord and Tenant further agree that Tenant shall provide parking facilities, at the adjacent Tenant-owned property located at 9300 N.W. 41 Street, Miami, Florida 33178.

6. **Permitted Use.** Tenant shall occupy and use the Premises only for general office use and for no other purpose whatsoever and physical occupancy of the Premises shall not exceed 25 people within the Premises during normal day-to-day, general office use; however, occasional meetings, conferences, etc., within the Premises that might exceed such limits of Tenant's Permitted Use shall be reasonably acceptable to Landlord. Tenant shall comply with the requirements of all applicable Laws relating to the use, condition, access to and occupancy of the Premises; provided, however, that except for Landlord's Work, neither Landlord nor Tenant shall be required to make any improvements or alterations to the Premises or Building in connection therewith. In the event that a governmental authority shall require that such alterations or improvements be made for Tenant's continued use and occupancy of the Premises, Landlord and Tenant shall each have the right to terminate this Lease and thereupon this Lease shall terminate and be of no further force or effect except for the provisions of this Lease which survive termination or expiration of this Lease.

The Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any hazardous materials or substances. If, because of an act of Tenant, its agents, contractors, employees or invitees (each, including Tenant, a "**Tenant Party**"), the rate of insurance on the Building or its contents increases due to the aforementioned, then such acts shall be an Event of Default hereunder, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not waive any of Landlord's other rights. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. In the event that a Tenant Party commits an Event of Default under this Section, and the insurance coverage



increases as a result, Landlord shall provide written notice thereof to Tenant stating the Event of Default, date and time of default, along with any evidence of such default. Additionally, Landlord shall provide to Tenant a copy of the insurance policy in effect prior to the Event of Default and provide a copy of the new insurance policy reflecting such increase and cause of the increase, which shall clearly state that the increase was caused due to Tenant's action or inaction. As used herein the term "Laws" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Building, and "Law" shall mean any of the foregoing.

7. **Tenant Risk.** Tenant acknowledges that Landlord will not insure Tenant's materials or personal property.

8. **Alterations; Improvements; Repairs, Maintenance, and Utilities.** Except as expressly provided in the following sentence, Tenant shall not make, nor be permitted to make, any structural alterations, improvements, additions or installations to the Premises. Tenant shall be permitted to make minor non-structural alterations to the Premises and install a sign identifying Tenant on the front of the Premises provided that (a) plans and specifications for such minor non-structural alterations and signage have been approved by Landlord and Landlord has had not less than five (5) business days prior to the performance of such work to review and approve such plans and specifications, and (b) Tenant shall, at its sole cost and expense, pay for such alterations and signage and secure any building permits necessary to perform such work. Tenant shall maintain the Premises in a clean, safe, and operable condition, and provide reasonably customary janitorial services; it being expressly understood that any such janitorial service shall be approved by Landlord. Tenant shall not permit or allow any waste or damage to any portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Premises or the Building caused by a Tenant Party. During the Term, Landlord agrees to furnish to the Premises weekdays, exclusive of Holidays, from 7:00 a.m. to 7:30 p.m., and Saturdays, from 10:00 a.m. to 2:00 p.m. ("Business Hours"), (i) water for lavatory and drinking at those points of supply provided for general use; (ii) heating, ventilating and air conditioning for the Premises; and (iii) elevator service during Business Hours and restricted elevator service during non-Business Hours. Landlord shall provide HVAC air conditioning and heating services to the Premises during Business Hours, and non-Business Hours in the manner that such services are, in Landlord's and Tenant's judgment customarily furnished in comparable office buildings in the immediate market area, and in compliance with the County's Air Quality Standards found in Exhibit E of this Lease. Notwithstanding anything to the contrary in this Section 8, if any utilities or services which are Landlord's responsibility hereunder are interrupted for a period longer than three (3) consecutive business days, and Tenant cannot use the Premises for its permitted use as a result of such interruption, and such interruption is within the reasonable control of or was caused by Landlord, Tenant shall be entitled to an abatement of Rent for each day commencing from the business day the utilities or services ceased until such utility or service is restored.

It is understood and agreed between Landlord and Tenant hereto that any charges against Tenant by Landlord for services or for work done at the Premises by order of Tenant or otherwise accruing under this Lease (including for maintenance, repair, and/or replacements) shall be considered additional rent due and shall be included in any lien for Rent due and unpaid. As referenced in Section 1 above, Landlord and Tenant acknowledge hereby that monthly rent and additional rent (and applicable State of Florida sales tax) are hereby understood, collectively, as Rent. Further, the Parties hereby agree that except for Landlord's rights pursuant to Section 17 below which shall not require the consent of Tenant or otherwise, before Landlord undertakes any Landlord Work at the Premises not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or reimbursement, Landlord shall first obtain the consent for such work from Tenant in writing, signed by the County Mayor, or the County Mayor's designee. In the absence of such written documentation, Landlord shall not be entitled to any type of compensation and/or reimbursement by Tenant.



9. **No Assignment.** Except for the use of the Premises by a different department or governmental agency of the Tenant, the Tenant shall not assign, sublet nor otherwise transfer any of Tenant's rights under this Lease nor permit any person (other than Tenant and its agents and employees) or entity to use the Premises or any portion thereof. Any such attempt to assign or transfer shall be void and of no effect.

10. **Rules and Regulations.** Tenant shall comply with all rules and regulations of the Building from time to time established by Landlord. Access to and from the Premises shall be subject to such reasonable rules and regulations.

11. **Insurance.**

(a) **Landlord's Insurance.** Landlord will, during the Term of this Lease, at its sole cost and expense, carry commercial general liability, fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building.

(b) **Tenant's Insurance.** Tenant is self-insured. Tenant shall, within fifteen (15) days of execution of this Lease, and no later than the Commencement Date, provide Landlord with evidence of such self-insurance. Tenant's self-insurance shall have no effect on Tenant's liability as otherwise set forth in this Lease.

The term "self-insure" shall mean that Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions of this Lease subject to Florida Statutes, section 768.28.

12. **Waiver of Negligence; No Subrogation.** Landlord and Tenant each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "**Loss**"), to the extent the same is insured against under any insurance policy that covers the Building, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms hereof, regardless of whether the negligence of the other Party caused such Loss; however, Landlord's waiver shall not include any deductible amounts on insurance policies carried by Landlord. Each Party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other Party.

13. **Indemnification.**

(a) Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Lease by the Landlord or its employees, agents, servants, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease 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) Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes (the "**Statute**"), subject to the provisions of that



Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum set forth in the Statute, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum set forth in the Statute from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Tenant or any unrelated third party.

14. **Tenant's Events of Default.** Each of the following occurrences shall be an "**Event of Default**" by Tenant hereunder:

(a) **Payment of Rent.** Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for five (5) business days after receipt of written notice thereof was made to Tenant by the Landlord;

(b) **Insurance.** Tenant fails to provide its notice of self-insurance within fifteen (15) days from Commencement Date, as required under Section 11(b), Insurance;

(c) **Mechanic's Liens.** Tenant fails to pay and discharged of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Building for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within ten days of written notice from Landlord;

(d) **Other Defaults.** Except as otherwise expressly set forth in Section 5(b) above, Tenant's failure to perform, comply with, or observe any other Lease or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof; or

(e) **Insolvency.** The filing of a petition by or against Tenant (the term "**Tenant**" shall include, for the purpose of this Section 14(e), any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (4) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

15. **Landlord's Event of Default.**

(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 sixty (60) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days with 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, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar



days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials.

(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, following expiration of the applicable cure period as noted in Section 15(a) above, Tenant shall be entitled to pursue any and all remedies available to Tenant at law, or in equity, including, but not limited to the right of specific performance.

16. **Indoor Air Quality.** Landlord shall be responsible for the indoor air quality at the Building, including the Premises. Landlord shall use commercially reasonable efforts to prevent the degradation of indoor air quality during the Term of this Lease, including during the occurrence of any maintenance and/or repairs in, or to, the Building that could allow off-gassing from the embodied chemicals in construction materials, or equipment into Premises. 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 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 Landlord, for any reason whatsoever, fails to address or correct any commercially reasonable issues found by any indoor air quality tests conducted by or on behalf of Landlord within sixty (60) days following Landlord's receipt of the results, then 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 Landlord. If Landlord fails to reimburse Tenant within sixty (60) days following Tenant's request for reimbursement (together with written documentation, including paid receipts, for the work performed), then Tenant shall have the right to reduce the amount of the Rent owed to Tenant by the amount of the cost and expenses involved in improving the air quality in the Premises. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to ensure that during the Term the Building shall remain compliant with the Indoor Air Quality Standards attached hereto and made a part hereof as **Exhibit E**. Any costs incurred by Landlord for tests required to confirm compliance with the Indoor Air Quality Standards at the Building shall be at Tenant's sole cost and expense. Notwithstanding anything contained herein to the contrary, in no event shall Tenant have the right to conduct (or cause to conduct) an indoor air quality test at the Property without Landlord's prior written consent, which consent may not be unreasonably withheld by Landlord, and such cost shall be at Tenant's expense.

17. **Termination of Lease.** Upon an Event of Default by Tenant, Landlord may terminate this Lease upon written notice to Tenant, and such termination of this Lease shall be deemed effective on the date such notice of termination is received by the Tenant, and Tenant shall vacate and deliver the Premises to Landlord in accordance with the provisions of this Lease. Termination of this Lease by Landlord as aforesaid shall not prejudice any other remedies which might be available to the Landlord under this Lease. In addition to Landlord's right to terminate this Lease due to an Event of Default, as well as all of the rights and remedies afforded Landlord at law or in equity, Landlord may perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease or recovering possession of the Premises from Tenant.



18. **Termination by Tenant.** Separate and apart from any other rights granted to the Tenant to cancel or otherwise terminate this Lease, the Tenant shall have the right, without cause, to terminate this Lease by giving the Landlord at least ninety (90) days' advanced written notice of such cancellation.

19. **Holdover.** Tenant will, at the expiration or termination of this Lease, yield up immediate possession of the Premises to Landlord. If Tenant retains possession of the Premises or any part thereof after such expiration or termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either (a) creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (b) creation of a tenancy at sufferance, upon the terms and conditions set forth in this Lease; provided, however, that the Rent during any such holdover period shall be equal to three (3%) percent over the Rent that was being paid monthly by Tenant to Landlord immediately prior to such expiration or termination. If no such notice is served, then a tenancy at sufferance shall be deemed to be created and Tenant shall pay Rent with the three percent (3%) increase as described in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises, subject to Section 4, Right of First Offer. The provisions of this Section 19 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

Notwithstanding the above, if during the Term and with thirty (30) days written notice to Landlord, Tenant requests Landlord to relocate Tenant to other premises in the Building, any such instances of holding over in the Premises shall create a month-to-month tenancy with no changes to Rent pursuant to Section 1 of this Lease as long as Tenant has commenced and is engaged in good faith, diligent lease negotiations with Landlord regarding such relocation, and subject to further approval of a new lease agreement by the Board of County Commissioners

20. **Surrender of Premises.** At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of hazardous materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and casualty damage not caused by Tenant) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant, and shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment, wiring, and furniture as Landlord may request. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 20 shall survive the end of the Term.

21. **Landlord's Access or Entry Rights.** Landlord upon two (2) business days prior written notice to Tenant (except in the event of emergency), Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, and ascertaining compliance by Tenant with the provisions of this Lease. Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises. 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.

22. **Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms



of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency.

23. **Electronic Transactions.** The Parties hereby acknowledge and agree this Lease may be executed, entered into, altered, amended or modified by electronic means. Additionally, the Parties hereby acknowledge and agree the transactions contemplated by this Lease may be conducted by electronic means.

24. **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

25. **Notices; Electronic Records.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the Parties hereto at the address listed below, (b) hand delivered to the intended Party, (c) sent by nationally recognized overnight courier, or (d) sent by email transmission (so long as the intended recipient confirm receipt of the email). Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The Parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

**Landlord:** 9250 Doral IV, LLC  
c/o Delma Realty Services III  
9250 NW 36<sup>th</sup> Street, Suite 100  
Miami, Florida 33178  
Attention: Property Manager  
Email: avasco@delmarealty.com

With a copy to: 9250 Doral IV, LLC  
c/o Delma Properties Inc,  
1632 1<sup>st</sup> Avenue, # 210  
New York, New York 10028  
Attention: Asset Management  
Email: smilana@delma.net

**Tenant:** Miami-Dade County  
Fire Rescue Department  
9300 NW 41 Street  
Miami, Florida 33178  
Attention: Katrina Mirazo, Real Estate Manager  
Email: Katrina.Mirazo@miamidade.gov

With a copy to:

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128  
Attention: Director  
Email:

With a copy to:

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

26. **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

27. **Amendments; Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant and approved by the Board of County Commissioners and executed by the County Mayor or Mayor's designee. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the Parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third-party beneficiary hereof.

28. **Right of Quiet Enjoyment.** If, and so long, as Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, 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 Landlord, the foregoing notwithstanding, 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' written notice to the Landlord in the event that enjoyment or use of the Premises is prohibited or substantially interfered with by an action or inaction of the Landlord where Landlord has a duty to act, provided that if Landlord cures the prohibition or interference with Tenant's enjoyment or use of the Premises prior to expiration of such thirty (30) days' notice period, then this Lease shall remain in full force and effect and Tenant's cancellation notice shall be void.



29. **Entire Lease.** This Lease constitutes the entire Lease between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or Leases have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

30. **Subordination.** This Lease shall be subject and subordinate to any mortgage, deed of trust or ground Lease now or hereafter placed on the Building, or any portion thereof, and to replacements, renewals and extensions thereof. Tenant agrees that any holder of a ground Lease, sale-leaseback instrument, mortgage, deed of trust, deed to secure debt or other lien shall have the right at any time to subordinate such ground Lease, mortgage, deed of trust, deed to secure debt or other lien to this License. Tenant agrees upon demand to execute such further instruments subordinating this Lease, subject to the terms of this Section 30, as Landlord may request. Tenant shall, upon request, attorn to any party which succeeds to Landlord's interest in the Building.

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

32. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

33. **Venue, Conflict of Laws, and Jurisdiction.** Landlord and Tenant 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.

34. **Survival Provision.** It is expressly understood and agreed that any indemnity provisions contained in this Lease shall survive any expiration or earlier termination of this Lease.

35. **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 the Lease.

*(The remainder of this page is intentionally left blank)*

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 or Mayor's designee, as authorized by the Board of County Commissioners; all on the day and year set forth above.

**TENANT:**

**MIAMI-DADE COUNTY,**  
a political subdivision of the State of Florida

By: BOARD OF COUNTY COMMISSIONERS

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

Name: Daniella Levine Cava

Title: Mayor

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

JUAN FERNADEZ-BARQUIN,  
Clerk of the Court and Comptroller

**LANDLORD:**

**9250 DORAL IV, LLC,**  
a Delaware limited liability company

By: 9250 Doral Holdings IV, LLC,  
its Sole Member and Manager

By: Delma 9250 Doral Blvd IV, Corp.,  
its Managing Member

By: B. Kajayjian  
Barkev Kajayjian  
Vice President

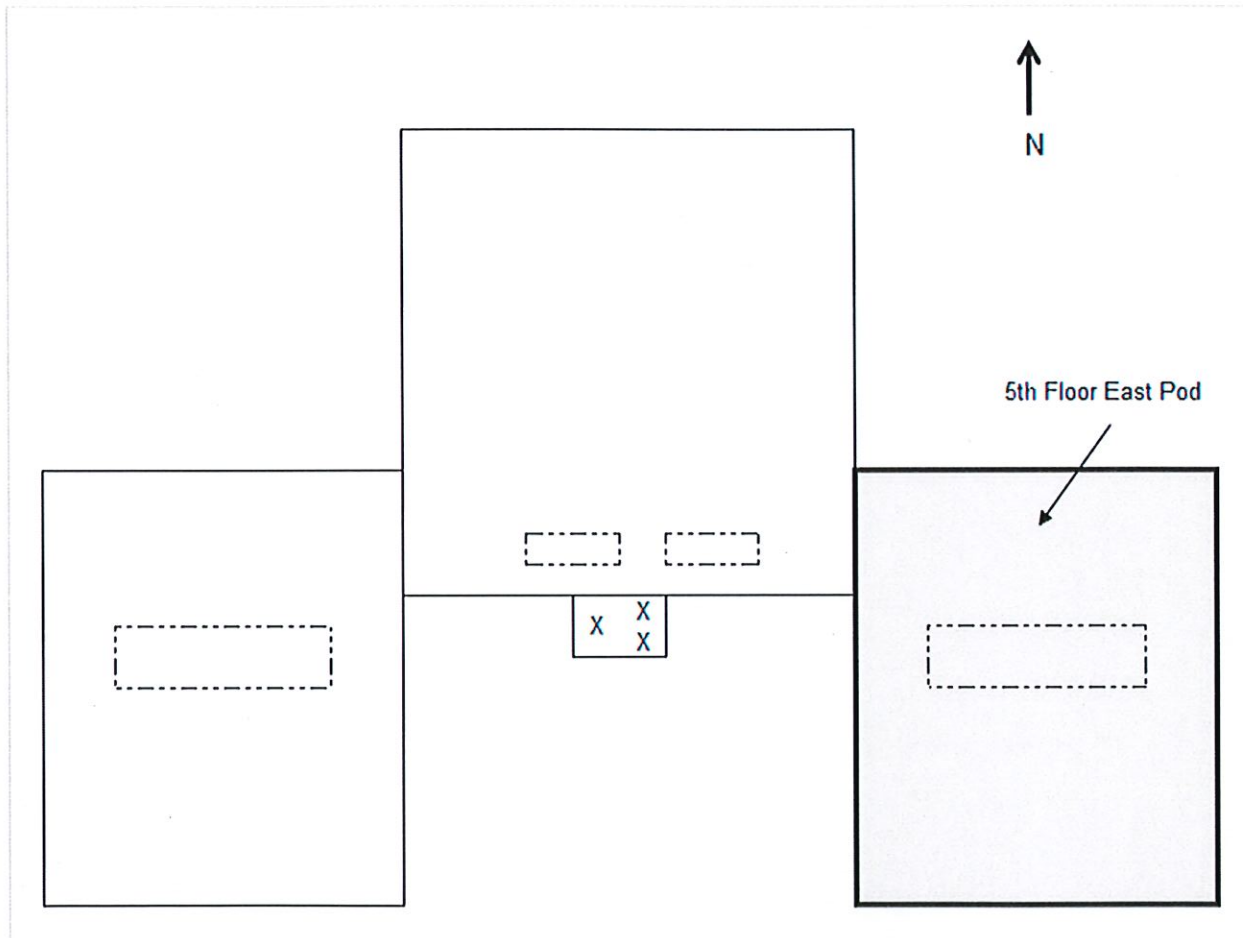
Date: February 20, 2025

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Print Name:

**EXHIBIT A**  
**FLOOR PLAN**

This floor plan is used solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, site dimensions, access, common and parking areas, and existing tenants and locations are subject to change at Landlord's discretion, subject to the terms and conditions of this Lease.



**EXHIBIT B**

**LEASE COMMENCEMENT DATE**

*(to be completed on the date Landlord delivers possession of the Premises)*

COMMENCEMENT DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TENANT: **Miami-Dade County**

LANDLORD: **9250 DORAL IV, LLC**

DATE LEASE SIGNED: \_\_\_\_/\_\_\_\_/\_\_\_\_

PREMISES: 9250 N.W. 36 Street, Doral Florida 33178

COMMENCEMENT DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

EXPIRATION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

Tenant hereby accepts the above-described Premises as meeting the requirements for the Commencement Date under the Lease. The above-described Term commences and expires on the dates set forth above. All terms and conditions of the Lease are in full force and effect as of the date of this Commencement Date Lease.

Sincerely yours,

**9250 DORAL IV, LLC,**  
a Delaware limited liability company

By: 9250 Doral Holdings IV, LLC,  
Its Sole Member and Manager

By: Delma 9250 Doral Blvd IV, Corp.,  
Its Managing Member

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

Name: Barkev Kalayjian

Title: Vice President

Date: \_\_\_\_\_

ACCEPTED AND AGREED:

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

Name Printed: \_\_\_\_\_

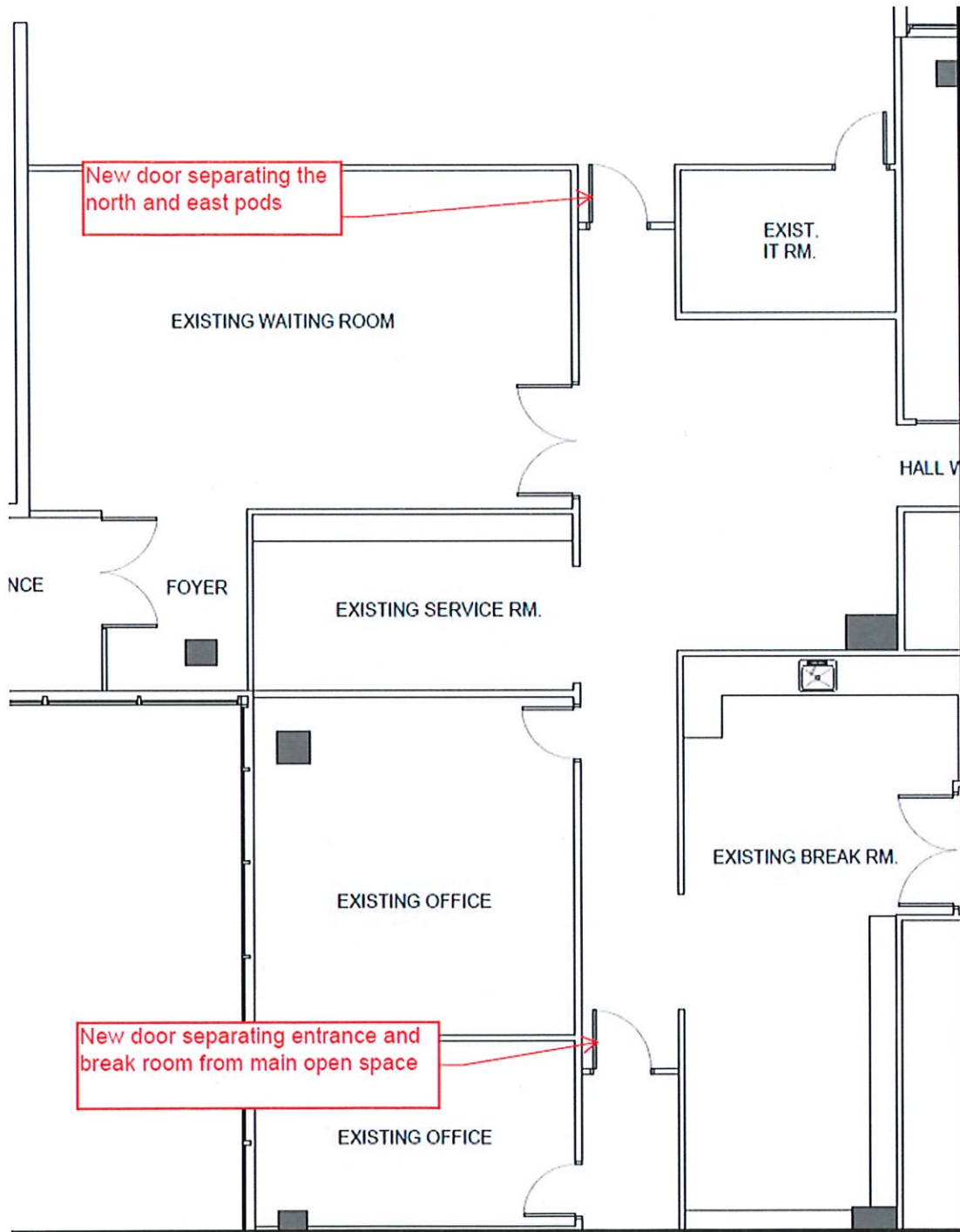
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT C

LANDLORD' WORK

Pursuant to Section 4(a)(iii) of the Lease:





## EXHIBIT D



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On: 10/21/2024

### PROPERTY INFORMATION

Folio	35 3028-008-0010
Property Address	9250 NW 36 ST DORAL, FL 33178-2431
Owner	9250 DORAL IV LLC, C/O DELMA PROPERTIES INC
Mailing Address	9250 NW 36 ST STE 100 MIAMI, FL 33178
Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	4
Living Units	0
Actual Area	
Living Area	
Adjusted Area	214,945 Sq Ft
Lot Size	253,415 Sq Ft
Year Built	1984
Year Annexed	2004



### ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	\$7,982,572	\$7,583,443	\$7,982,572
Building Value	\$22,517,428	\$21,296,557	\$17,700,428
Extra Feature Value	\$0	\$0	\$0
Market Value	\$30,500,000	\$28,880,000	\$25,683,000
Assessed Value	\$30,500,000	\$28,251,300	\$25,683,000

### BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$628,700	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

### SHORT LEGAL DESCRIPTION

UNITED AMERICA DEVELOPMENT  
PB 120-83  
TRA  
LOT SIZE 5.818 AC M/L  
OR 17755-2744 0897 6

### TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$30,500,000	\$28,251,300	\$25,683,000
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$30,500,000	\$28,880,000	\$25,683,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$30,500,000	\$28,251,300	\$25,683,000
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$30,500,000	\$28,251,300	\$25,683,000

### SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
07/01/1985	\$19,732,600	99999-9999	Other disqualified
07/01/1985	\$19,732,600	98888-9999	Sales which are qualified
08/01/2008	\$23,137,500	24856-0945	Sales which are qualified
08/01/1997	\$15,475,000	17755-2744	Other disqualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>



## EXHIBIT E

### INDOOR AIR QUALITY STANDARDS

Page | 1

#### 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 staff/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 by this IAQP document. 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.

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.

Air Quality Guidelines		
Parameter	Limit / Range	Reference
Air Movement	0.8 ft/s or 0.25 m/s	ASHRAE Standard 55-2017 ISO 7730
Ventilation (fresh air)	15 to 60 cfm/person Minimum depending on type of space	ASHRAE Standard 55-2017 ISO 7730
Ventilation (CO <sub>2</sub> )	1000 ppm indoors ambient	OSHA Technical Manual OTM

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 68 to 82 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 700 ppm and Carbon Monoxide levels within acceptable limits of below 9 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	Summer Temperature	Winter Temperature
30% to 65%	74° F - 82° F	68° F - 78° F

## NAAQS Table

The Clean Air Act, which was last amended in 1990, requires EPA to set National Ambient Air Quality Standards (40 CFR part 50) for pollutants considered harmful to public health and the environment. The Clean Air Act identifies two types of national ambient air quality standards.

*Primary standards* provide public health protection, including protecting the health of "sensitive" populations such as asthmatics, children, and the elderly.

*Secondary standards* provide public welfare protection, including protection against decreased visibility and damage to animals, crops, vegetation, and buildings.

The EPA has set National Ambient Air Quality Standards for six principal pollutants, which are called "criteria" air pollutants. Periodically, the standards are reviewed and may be revised. The current standards are listed below. Units of measure for the standards are parts per million (ppm) by volume, parts per billion (ppb) by volume, and micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ).



<u>Pollutant</u> <u>[links to historical tables of NAAQS reviews]</u>		<u>Primary/ Secondary</u>	<u>Averaging Time</u>	<u>Level</u>	<u>Form</u>
<u>Carbon Monoxide (CO)</u>		primary	8 hours	9 ppm	Not to be exceeded more than once per year
			1 hour	35 ppm	
<u>Lead (Pb)</u>		primary and secondary	Rolling 3 month average	0.15 µg/m <sup>3</sup> (1)	Not to be exceeded
<u>Nitrogen Dioxide (NO<sub>2</sub>)</u>		primary	1 hour	100 ppb	98th percentile of 1-hour daily maximum concentrations, averaged over 3 years
		primary and secondary	1 year	53 ppb (2)	Annual Mean
<u>Ozone (O<sub>3</sub>)</u>		primary and secondary	8 hours	0.070 ppm (3)	Annual fourth-highest daily maximum 8-hour concentration, averaged over 3 years
<u>Particle Pollution (PM)</u>	PM <sub>2.5</sub>	primary	1 year	12.0 µg/m <sup>3</sup>	annual mean, averaged over 3 years
		secondary	1 year	15.0 µg/m <sup>3</sup>	annual mean, averaged over 3 years
		primary and secondary	24 hours	35 µg/m <sup>3</sup>	98th percentile, averaged over 3 years
	PM <sub>10</sub>	primary and secondary	24 hours	150 µg/m <sup>3</sup>	Not to be exceeded more than once per year on average over 3 years
<u>Sulfur Dioxide (SO<sub>2</sub>)</u>		primary	1 hour	75 ppb (4)	99th percentile of 1-hour daily maximum concentrations, averaged over 3 years
		secondary	3 hours	0.5 ppm	Not to be exceeded more than once per year

(1) In areas designated nonattainment for the Pb standards prior to the promulgation of the current (2008) standards, and for which implementation plans to attain or maintain the current (2008) standards have not been submitted and approved, the previous standards (1.5 µg/m<sup>3</sup> as a calendar quarter average) also remain in effect.

(2) The level of the annual NO<sub>2</sub> standard is 0.053 ppm. It is shown here in terms of ppb for the purposes of clearer comparison to the 1-hour standard level.

(3) Final rule signed October 1, 2015, and effective December 28, 2015. The previous (2008) O<sub>3</sub> standards additionally remain in effect in some areas. Revocation of the previous (2008) O<sub>3</sub> standards and transitioning to the current (2015) standards will be addressed in the implementation rule for the current standards.

(4) The previous SO<sub>2</sub> standards (0.14 ppm 24-hour and 0.03 ppm annual) will additionally remain in effect in certain areas: (1) any area for which it is not yet 1 year since the effective date of designation under the current (2010) standards, and (2) any area for which an implementation plan providing for attainment of the current (2010) standard has not been submitted and approved and which is designated nonattainment under the previous SO<sub>2</sub> standards or is not meeting the requirements of a SIP call under the previous SO<sub>2</sub> standards (40 CFR 50.4(3)). A SIP call is an EPA action requiring a state to resubmit all or part of its State Implementation Plan to demonstrate attainment of the required NAAQS.

### 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 the tenant's IAQP coordinator thoroughly evaluate the leased property, and as necessary, revise this IAQP document, incorporating new technology and advancements that can eliminate problems effectively.

### Indoor air quality (IAQ) problems

Indoor air quality (IAQ) problems are not limited to air pollution sources. Some of these buildings may be inadequately ventilated. For example, mechanical ventilation systems may not be designed or operated to provide adequate amounts of outdoor air. Finally, people generally have less control over the indoor environment in their offices than they do in their homes. As a result, there has been an increase in the incidence of reported health problems.

Common IAQ problem:

-Molds are part of the natural environment, and can be found everywhere, indoors and outdoors. Mold is not usually a problem, unless it begins growing indoors. **The best way to control mold growth is to control moisture.**

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.



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** June 3, 2025

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

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

Please note any items checked.

- \_\_\_\_\_ **"3-Day Rule" for committees applicable if raised**
- \_\_\_\_\_ **6 weeks required between first reading and public hearing**
- \_\_\_\_\_ **4 weeks notification to municipal officials required prior to public hearing**
- \_\_\_\_\_ **Decreases revenues or increases expenditures without balancing budget**
- \_\_\_\_\_ **Budget required**
- \_\_\_\_\_ **Statement of fiscal impact required**
- \_\_\_\_\_ **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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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. 8(F)(2)  
6-3-25

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

RESOLUTION APPROVING THE TERMS OF, AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, OF A LEASE AGREEMENT BETWEEN 9250 DORAL IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE PREMISES LOCATED AT 9250 NW 36 STREET, EAST POD OF THE BUILDING, 5TH FLOOR, MIAMI, FLORIDA 33178, MEASURING APPROXIMATELY 16,624 SQUARE FEET, TO BE UTILIZED BY THE MIAMI-DADE FIRE RESCUE DEPARTMENT FOR GENERAL OFFICE PURPOSES, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$236,718.96 FOR A ONE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, section 125.031, Florida Statutes, authorizes the County to enter into leases for properties needed for a public purpose; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves and incorporates the foregoing recitals and hereby approves the terms of the Lease Agreement between 9250 Doral IV, LLC, a Delaware Limited Liability Company, as landlord, and Miami-Dade County, as tenant, for premises located at 9250 NW 36 Street, East Pod of the building, 5<sup>th</sup> Floor, Miami, Florida 33178, measuring approximately 16,624 square feet to be utilized by the Miami-Dade Fire Rescue Department for general offices purposes, with an estimated total fiscal impact to Miami-Dade County in the amount of \$236,718.96 for the one-year term of the Lease



Agreement, in substantially the form attached to the Mayor's Memorandum as Exhibit "A" and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute the same for and on behalf of Miami-Dade County; and further authorizes the County Mayor or County Mayor's designee to exercise any and all right conferred therein.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3<sup>rd</sup> day of June, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Lauren E. Morse