

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT to LEASE AGREEMENT (hereinafter "Amendment"), dated this 9th day of July, 2022, by and between **Miami-Dade County**, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Landlord"), located at 111 N.W. 1st Street, Miami, FL 33128, and **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter referred to as "Tenant"), located at 7300 Corporate Center Drive, suite 500, Miami, FL33126.

RECITALS:

WHEREAS, the Landlord and Tenant entered into a Lease Agreement dated April 12, 2017, (the "Lease Agreement"), for the lease of 996 square feet of rentable office space (the "Leased Premises") located at the Edison Courts Public Housing Development, 325 NW 62nd Street, Miami, Florida (the "Property"); and

WHEREAS, the Tenant is a governmental agency and instrumentality that provides or will develop services of value to the County and its assisted housing residents and has demonstrated the ability to effectively provide such services; and

WHEREAS, the Home Rule Amendment and Charter authorizes Miami-Dade County to provide for the uniform health and welfare of all Miami-Dade County residents; and

WHEREAS, the County is desirous of obtaining such services from the Tenant for its assisted housing residents and Tenant is desirous of providing same; and

WHEREAS, the County agreed to lease space in its assisted housing premises to the Tenant so that Tenant could provide its services to assisted housing residents and accordingly passed Resolution Nos. R-753-13, R-296-99, R-891-92, and R-287-89; and

WHEREAS, the Landlord and Tenant desire to amend and modify the terms of the Lease Agreement based on the terms set forth below,

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

1. **RECITALS**. The recitals of this Amendment are hereby deemed true and correct, and shall be incorporated into the Lease Agreement by reference as if set forth therein.

2. **AMENDMENT**

Paragraph IV is amended to read as follows:

IV. EFFECTIVE TERM. The effective term of this Amendment shall be from February 1, 2022 through June 30, 2022. Upon agreement of the Parties, which shall be memorialized in an agreement to the Lease, the Lease Agreement may be renewed for additional one (1) year periods from February 1st through January 31st of each subsequent year.

3. MISCELLANEOUS

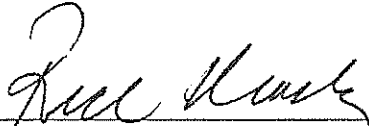
- a. No other Agreement, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind any of the parties hereto. If any provision of this Amendment is held invalid or void, the remaining provisions of the Lease Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.
- b. Except as otherwise enumerated herein, no amendment to the Lease Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office. Notwithstanding the above, the County may effect amendments to the Lease Agreement without the written consent of Tenant, to conform the Lease Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.
- c. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Tenant and the County, or any department of the County unless specifically stated herein.
- d. The invalidity of all or any portion of the Lease Agreement shall only render that portion of the Lease Agreement invalid, if the remaining portions of the Lease Agreement would then conform to the requirements of applicable law.
- e. The Lease Agreement shall be governed under the laws of the state of Florida as to all matters, including, but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding the Lease Agreement shall be in Miami-Dade County, Florida to the exclusion of all others.
- f. INTERPRETATION. This Amendment to Lease Agreement, the Fourth Amendment to Lease Agreement, the Third Amendment to Lease Agreement, the Second Amendment to Lease Agreement, the First Amendment to Lease Agreement, and the Lease Agreement shall be read together as one instrument.

- g. CONFLICT. Except as herein modified, the remaining terms of the Lease Agreement shall remain binding on the parties. The terms of this Amendment to Lease Agreement shall control over any conflicting terms in the Lease Agreement, the First Amendment to Lease Agreement, the Second Amendment to Lease Agreement, the Third Amendment to Lease Agreement, or the Fourth Amendment to Lease Agreement.

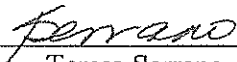
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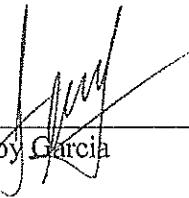
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

ATTEST: South Florida Investment Board dba CareerSource South Florida

By: 
Rick Beasley, Executive Director

Witnesses:

By: 
Teresa Serrano

By: 
Leroy Garcia

ATTEST:

HARVEY RUVIN, CLERK
FLORIDA

MIAMI-DADE COUNTY,

By: 

DEPUTY CLERK



By: 

Morris Copeland
Chief Community Services Officer

Approved as to form and legal sufficiency:

By: 

Assistant County Attorney