



## Memorandum

**To:** Rick Beasley, Executive Director  
**From:** *Serrano*  
Teresa Serrano, Assistant Director, SFWIB Administration  
**Date:** September 15, 2021  
**Subject:** PY 21/22 – 6<sup>th</sup> Lease Amendment between the SFWIB and Northside Centre, LLC

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Attached for your review and signature are two (2) copies of a one (1) year lease renewal for the Northside center located at 7900 NW 27 Avenue, Miami, FL 33147.

### Reason for Request

WIOA services currently being provided from the Northside location are being relocated to Floral Heights Elementary School, a Miami-Dade Public School facility, located at 5120 NW 24 Avenue, Miami.

Due to the constraints associated with the review and approval of all parties involved in this process, it is imperative that steps are taken to initiate and execute a lease amendment with the current landlord. This action will ensure continuity of services at the Northside location until the new location is operational.

### Terms

The amended lease term will be effective October 1, 2021 and expire on September 30, 2022, with an option to terminate when Floral Heights is available with thirty (30) days prior written notice. The monthly cost was increased from Twenty Nine Thousand Three Hundred and Twenty Five Dollars and Zero Cents (\$29,325.00) to Thirty-One Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$31,825.00). This is still a reduction from the prior Thirty Four Thousand Five Hundred (\$34,500.00) that SFWIB previously paid. All non-amended terms of the original lease remain in full effect.

### Legal Sufficiency and Approval


This lease renewal has been reviewed and approved for legal sufficiency by Legal Counsel: Shanika Graves (see attached legal sufficiency email).

### Attachment(s)

- Shanika Graves email approval dated September 9, 2021
- Northside center 5<sup>th</sup> lease amendment

### Approvals:

  
\_\_\_\_\_  
Rick Beasley, Executive Director

  
\_\_\_\_\_  
Date

## SIXTH AMENDMENT TO LEASE AGREEMENT

This amendment to the Fifth Amendment to Lease Agreement (the "Sixth Amendment") is made and entered into on September , 2021, by and between South Florida Workforce Investment Board d/b/a CareerSource South Florida ("Lessee" or "Tenant") and Northside Centre, LLC as successor in interest to 7900 NW Avenue, LLC ("Lessor") (collectively, the "Parties").

### RECITALS

A. On or about July 1, 2007, the Parties entered into a lease agreement in which Lessor leased to Lessee the premises, approximately 20,000 rentable square feet, located at 7900 NW 27th Avenue, Suite # 200 North (D24 & D25), Miami, FL 33147 (the "Premises"). The lease agreement was later amended by First Amendment to Lease Agreement dated September 28, 2012, and again amended by Second Amendment to Lease Agreement dated October 1, 2017, and by the Third Amendment to Lease Agreement dated August 28, 2018, and again amended by the Fourth Amendment to Lease Agreement dated September 11<sup>th</sup>, 2019 and most recently amended by Fifth Amendment to Lease Agreement dated September 1<sup>st</sup> 2020 (collectively as amended the "Lease").

B. The term of the Lease will expire on September 30, 2021.

C. The Parties desire to again amend and extend the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lease is hereby amended only as follows:

1. Paragraph 2 of the Lease is repealed and replaced with the following:

2. TERM

The term of this Lease shall commence on July 1, 2007 and expire on September 30, 2022

2. Paragraph 3 is hereby repealed and amended to state the following:

3. RENT

The Lessee hereby agrees to pay to the Lessor the sum of Thirty-One Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$31,825.00) per month for the rental period described in paragraph 2 (TERM). The rent shall be paid to the Lessor at: Northside Centre, LLC 7900 NW 27 Avenue, Suite 234, Miami, FL

Lessor Initials \_\_\_\_\_

Lessee Initials RS

3. Paragraph 11 is hereby repealed and amended to state the following:

11. RIGHT TO TERMINATE

The Lessor and Lessee hereby covenant and agree that if default shall occur in the payment of the aforesaid rent for a period of thirty (30) days or more, the Lessor shall be entitled to immediately re-enter and re-take possession of the leased premises. In the event Lessee violates any of the covenants of this Agreement, then the Lessor shall provide written notice to Lessee setting forth the alleged breach of the Agreement by Lessee and notifying Lessee of Lessor's intent to terminate this Agreement (the "Notice"). Lessee then shall have five (5) business days from receipt of the Notice to either cure the default or to surrender the premises to Lessor. Lessee's failure to cure the default or to surrender the leased premises within five (5) business days from receipt of the Notice shall result in the Lessor's immediate right to re-enter and re-take the leased premises.

Any waiver of the Lessor under this clause for any period of time shall not prevent its subsequent election to enforce the same during the continuance of said violation.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to terminate this Lease at any time prior to the Expiration Date if Tenant loses any of its federal funding, is unable to continue operating out of the Premises, or in the event that any building owned or leased by Miami-Dade County or any other government owned building or any other government leased building becomes available to the Tenant for occupancy during the term of this Lease. In any such event as stated herein, Tenant will give Landlord written notice of its intent to terminate this Lease not less than 30 days prior to such termination.

Additionally, commencing October 1<sup>st</sup>, 2021, Lessee shall have the right to terminate this Lease for any reason upon providing Lessor with a minimum of ninety (90) days advanced written notice.

4. Landlord shall compensate Tenant's broker Jones Lang LaSalle Brokerage, Inc. the sum of \$11,457.00 for the extension of term commencing October 1, 2021 and expiring September 30<sup>th</sup>, 2022 (the "Extended Term"), of which Landlord shall pay twenty-five percent (25%) on or before October 16, 2021, the next twenty-five percent (25%) after Tenant pays its fourth (4<sup>th</sup>) month of rent, the next twenty-five percent (25%) after Tenant pays its seventh (7<sup>th</sup>) month of rent and that last twenty-five percent (25%) after Tenant pays its tenth (10<sup>th</sup>) month of rent, provided in each instance Tenant has not exercised its Right to Terminate. Lessee acknowledges that the Lessor is in full compliance with the Lease and that Lessee has no claims whatsoever against Lessor as of the date hereof. Likewise, Lessor acknowledges that the Lessee is in full compliance with the Lease and that Lessor has no claims whatsoever against Lessee as of the date hereof
5. All of the other terms and conditions of the Lease, except as modified herein, are hereby ratified and approved and shall continue in full force and effect as originally written.

Lessor Initials \_\_\_\_\_

Lessee Initials JK

LESSOR:

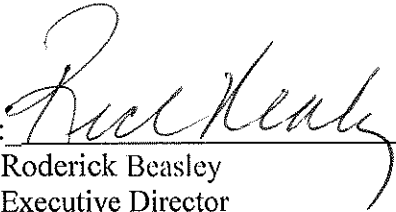
**Northside Centre, LLC**  
7900 NW 27<sup>th</sup> AVE, Suite 234  
Miami, Florida 33147

By: \_\_\_\_\_  
Duly Authorized

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

LESSEE:

**South Florida Workforce Investment Board**  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

By:  \_\_\_\_\_  
Roderick Beasley  
Executive Director

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

Lessor Initials \_\_\_\_\_

Lessee Initials  \_\_\_\_\_

## Leroy Garcia

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**From:** Graves, Shanika (CAO) <Shanika.Graves@miamidade.gov>  
**Sent:** Thursday, September 09, 2021 5:28 PM  
**To:** Leroy Garcia  
**Cc:** Gallo, Melissa (CAO); Neal, Jeane (CAO)  
**Subject:** RE: Northside center lease amendment  
**Attachments:** NorthsideCentre LLC SFWIb Lease - 7900 NW 27th Ave Miami (6th Amendment)(07\_02\_2021) SG.docx

Hi Leroy,

Please see attached. Approved for legal sufficiency. Thank you.

Shanika A. Graves  
Assistant County Attorney  
111 NW 1st Street  
Suite 2810  
Miami, Florida 33128  
(305) 375-5706 - Direct Line  
(305) 375-5611 - Fax  
[sgraves@miamidade.gov](mailto:sgraves@miamidade.gov)

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**From:** Leroy Garcia <Leroy.Garcia@careersourcesfl.com>  
**Sent:** Wednesday, September 1, 2021 12:41 PM  
**To:** Graves, Shanika (CAO) <Shanika.Graves@miamidade.gov>  
**Cc:** Gallo, Melissa (CAO) <Melissa.Gallo@miamidade.gov>; Mastrucci, Michael (CAO) <Michael.Mastrucci@miamidade.gov>  
**Subject:** Northside center lease amendment

**EMAIL RECEIVED FROM EXTERNAL SOURCE**

Good afternoon Shanika,

Attached is the Northside center 6th lease amendment. Please review for form and legal sufficiency.

Thanks,

**Leroy Garcia**  
**SFWIB Special Project Administrator II**

CareerSource South Florida

7300 Corporate Center Drive, Suite 500

Miami, FL 33126

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web: [www.careersourcesfl.com](http://www.careersourcesfl.com)



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