

Attachment A

INDEMNIFICATION AND INSURANCE

Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Agreement by the Lessee or its employees, agents, servants, partners principals or subcontractors. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Lessee shall furnish to Real Estate Division, Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Lessee as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

Additional Requirement as needed: Coverage must include Abuse and Molestation Liability.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

Additional Requirement as needed: For Lessees using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Attachment B

5(112)
6-5-84

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 5 day of June, 1984, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LANDLORD" and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a Georgia corporation, hereinafter called the "TENANT".

WITNESSETH:

WHEREAS, the LANDLORD is the fee owner of certain vacant and undeveloped lands situated in Dade County identified as Tract A of "Palm Springs North Section O" according to the Plat Book 82, Page 49 of the Public Records of Dade County also known as the S.W. corner of N.W. 186 Street and 77 Avenue, Miami, Dade County, Florida; See Exhibit "A"

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the LANDLORD does hereby lease unto the TENANT, and the TENANT does hereby hire and take from the LANDLORD, the following described real property, situated, lying and being in Dade County, Florida, to wit:

Approximately 3,000 square feet of vacant land in the N.W. corner of said property more particularly described in Exhibit "A" of this Lease.

TO HAVE AND TO HOLD the same unto the TENANT for a term of ten (10) years from and after the start of construction by TENANT, for and at a rental of Twelve Hundred and No/100 (\$1,200.00) Dollars, per year, payable in advance to Dade County, General Services Administration, Accounting Section, Suite 1603, 140 West Flagler Street, Miami, Florida 33130, by the TENANT for the use and occupancy of said vacant lands, subject, however, to the conditions, covenants and agreements contained herein.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PROPERTY

The LANDLORD leases to the TENANT the above described vacant and undeveloped land for the specific purpose of placing, operating and maintaining a telephone subscriber Loop Carrier Hut, and for purposes incidental thereto; but for no other purpose.

ARTICLE II
INDEMNIFICATION AND HOLD HARMLESS

The TENANT hereby agrees to indemnify and save the County harmless from any and all claims, liability, losses and causes of actions which may arise as a result of this Lease, unless such claim, liability, loss or cause of action is the sole result of the County's negligence.

ARTICLE III
LIABILITY FOR DAMAGE OR INJURY

The County shall not be liable for any damage or injury which may be sustained by any party or persons on the demised premises other than the damage or injury caused solely by the negligence of County.

ARTICLE IV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE V
CONSTRUCTION

The TENANT shall have the right to construct at its own expense, and thereafter operate and maintain a Telephone Subscriber Loop Carrier Hut (See Exhibits "B" and "C" incorporated herein), upon the demised lands. Such substation shall be of the design and type approved by the LANDLORD and construction thereof shall not be commenced until plans and specifications shall have been submitted to the LANDLORD and approved in writing by the LANDLORD. The TENANT covenants and agrees that it shall comply with all ^{reasonable} regulations of the LANDLORD governing such construction work.



The TENANT specifically agrees that no cost, claim, charge, lien or other expense shall be incurred by the LANDLORD because of the construction of said substation upon the above described land.

ARTICLE VI
PERSONAL PROPERTY

Any property or structure placed upon said land by the TENANT shall not be or become a part of the realty, but shall at all times be and remain personal property belonging to the TENANT.

All personal property placed or moved to, in or on said land shall be at the risk of the TENANT or the owner thereof, and the LANDLORD shall not be liable for any loss or of damage to said personal property, nor shall the LANDLORD be liable to the TENANT for damages arising from any act of negligence of any occupants of said land, or of any other person, except the negligent acts of the LANDLORD's own employees or agents.

ARTICLE VII
LAW, REGULATIONS AND PERMITS

The TENANT shall comply with all applicable statutes, ordinances, zoning regulations, rules, orders, regulations and requirements of the Federal, State or County Governments.

The TENANT shall obtain all licenses and permits required by law pursuant to TENANT's construction and placement of structures and equipment upon the demised lands.

ARTICLE VIII
ERECTION OF SIGNS

The TENANT shall not erect, maintain or display any signs or any advertising matter without the prior written approval of the LANDLORD or his designated representative.

ARTICLE IX
INSPECTION BY COUNTY

The LANDLORD, by its authorized personnel, may enter upon the demised premises hereby leased to the TENANT at any reasonable time for any purpose necessary, incidental to or connected with the performance of the provisions of this Lease Agreement or in the exercise of its governmental functions.

ARTICLE X
ASSIGNMENT AND SUBLETTING

This Lease Agreement shall not be assigned, transferred, pledged or otherwise encumbered without the prior written approval of the LANDLORD.

The TENANT shall not sublet any portion of the leased premises either directly or indirectly without prior written approval of the LANDLORD or its designated representative.

ARTICLE XI
NOTICES

Notices to the LANDLORD shall be sufficient if addressed to Dade County, Florida, in care of the Director, General Services Administration, Suite 1603, 140 West Flagler Street, Miami, Florida 33130, and notices to the TENANT shall be sufficient if sent to District Manager, Real Estate, 666 N.W. 79 Avenue, Room 464, Miami, Florida 33126, or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

ARTICLE XII
PEACEFUL POSSESSION

The LANDLORD covenants that it has the right to lease said land and has full power and authority to enter into this Lease Agreement, and further covenants that upon performance of the terms and provisions of this agreement on the part of the TENANT to be performed hereunder, the TENANT shall peaceably have and enjoy the use of said land.

ARTICLE XIII
SURRENDER OF PREMISES

The TENANT shall surrender up and deliver the leased premises to the LANDLORD upon the termination of this Lease Agreement restored to the same condition as when first occupied by the TENANT. Said restoration shall meet the approval of the LANDLORD.

ARTICLE XIV
CANCELLATION

This Lease Agreement shall be cancelled and of no further force and effect in the event the use of the demised property for the above stated purposes is abandoned, or in the event of any default in the terms of the Lease Agreement.* In such event, the TENANT shall remove its personal property from the demised area at its own expense within 180 days of written notice by the LANDLORD.

* and if such default is not cured within thirty (30) days after written notice to tenant.



ARTICLE XV
OPTION TO RENEW

Provided this Lease is not otherwise in default, the TENANT is hereby granted the option to extend this Lease for two (2) additional ten (10) year renewal periods upon the same terms and conditions by giving the LANDLORD notice in writing 180 days prior to the expiration of this Lease or any extension thereof.

ARTICLE XVI
NON-DISCRIMINATION

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601, dated March 24, 1964, that there shall be no discrimination based on race, color, creed or national origin in connection with any County property or facilities operated or maintained under lease, license or other agreement from Dade County or its agencies.

ARTICLE XVII
WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners and the TENANT.

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



ATTEST:

RICHARD F. BRINKER, CLERK

DADE COUNTY, FLORIDA
BY THE BOARD OF
COUNTY COMMISSIONERS

By: Anne Shaw
Deputy Clerk

By: [Signature]
County Manager (LANDLORD)

(CORPORATE SEAL)

Edna B. McGill
Witness

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY, a Georgia
Corporation



Diane Pegg
Witness

By: [Signature]
A.M. Priester,
General Manager,
Support Services (TENANT)

Revised R-130-12
Date 2/7/12

LEASE AGREEMENT

THIS AGREEMENT made on the 5th day of March, 2017 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and ADULTS MANKIND ORGANIZATION, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

5,000 square feet of rentable space located at the Kendall Complex, 11025 S.W. 84 Street, Building 11, Miami, Florida 33173.
Property # 3040310000170-L11

4-1-2012 TO 3-31-17

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, commencing upon the effective date of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement (the "Effective Date") and terminating five (5) years thereafter, for and at a total annual rental of Forty Thousand One Hundred Dollars and 00/100 (\$40,100.00) for the first lease year, payable in twelve (12) equal monthly installments of Three Thousand Three Hundred Forty One and 67/100 Dollars (\$3,341.67), payable in advance on the first day of every month to the Board of County Commissioners, c/o Community Action and Human Services Department, Office of Administration, Financial Services Division, 2525 N.W. 62 Street, Suite 4000, Miami, Florida 33147, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second through the fifth lease year of the initial lease term and any subsequent renewal option period shall be adjusted based upon an annual review and determination by the Community Action and Human Services Department of the operational cost of the building.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PROPERTY

The area of the leased property shall be used by TENANT solely for administrative offices and to operate an after school care program for minor children, summer camp and youth development program.

ARTICLE II
CONDITION OF LEASED PROPERTY

TENANT hereby accepts the leased property in an "as is" condition. Upon expiration of this lease agreement, any fixtures and improvements will become the property of the LANDLORD. Any unsightly condition caused by the removal of TENANT's furniture or equipment, shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE III
UTILITIES

The TENANT, throughout the term of this Lease Agreement and any extension thereof, shall pay for all charges for water and electricity used by TENANT. TENANT shall also be responsible for janitorial and custodial services, trash disposal, dumpster, cable TV, telephone and data equipment.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building, excluding the air conditioning unit(s) servicing the Demised Premises.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the Demised Premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which

TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
ALTERATIONS BY TENANT

TENANT with LANDLORD's prior written consent and agreement, may make alterations, additions, or improvements in or to the Demised Premises. TENANT covenants and agrees to obtain all necessary permits and approvals required by the Miami-Dade County Building, Planning and Zoning Department, the State of Florida, local Fire Department and any local municipality, and that all alterations and improvements shall be in conformance with all applicable laws, including section 255.05, Florida Statutes whereby TENANT will obtain a payment and performance bond for any construction work performed. All additions, fixtures, or improvements (except but not limited to office furniture and equipment, which are readily removable without injury to the Demised Premises) shall be and remain part of the Demised Premises at the expiration of this lease agreement or any extension thereof. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Any damage to the Demised Premises caused by the removal of furnishings or alterations by TENANT, shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Demised Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so

extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the leased property above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees

that TENANT shall and may peaceably have, hold, and enjoy the leased property above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF LEASED PROPERTY

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said leased property in as good a condition as said leased property was at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of

Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

- A. Automatic Termination:
- (1) Institution of proceedings in voluntary bankruptcy by the TENANT.
 - (2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
 - (3) Assignment by TENANT for the benefit of creditors.
- B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:
- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
 - (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.
- C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

- (1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.
- E. LANDLORD through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to extend this Lease for one (1) additional five-year renewal option period, upon the same terms and conditions, except that the rental amount shall be adjusted each year based upon an annual review and determination of the operational costs of the building by Miami-Dade County Department of Human Services, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LANDLORD:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907

with Copy to:

Miami-Dade County
Community Action and
Human Services Department
Financial Services Division
2525 N.W. 62 Street, Suite 4000
Miami, Florida 33147

TENANT:

Adults Mankind Organization, Inc.
11025 S.W. 84 Street, Building 11
Miami, Florida 33176

Notices provided herein in this paragraph shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVIII
INSURANCE

Prior to the effective date of this Lease Agreement, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Commercial General Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Permit Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance coverage required shall be used by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest

"List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and must be members of the Florida Guaranty Fund.

It is agreed that the cancellation provision of the policies are amended to give no less than thirty (30) days written notice to the certificate holder in the event of cancellation by the company, except for nonpayment of premium.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement.

ARTICLE XIX **PERMITS, REGULATIONS**

TENANT covenants and agrees that during the term of this Lease Agreement or any extension thereof, TENANT will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws, including all applicable zoning regulations, including section 255.05, Florida Statutes whereby TENANT will obtain a payment and performance bond for any construction work performed.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX **FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other

cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a fifteen [15] day grace period for cure after written notice thereof to TENANT by LANDLORD and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall

diligently prosecute such cure) then, LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXIV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a

monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXV
GOVERNING LAW

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVI
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)

ADULT'S MANKIND ORGANIZATION, INC.
a Florida Not-for-Profit Corporation

[Signature] 8/1/11
WITNESS Date

By: [Signature] 8/1/11
Jorge S. Villalba Date
President

(TENANT)

[Signature] 8/1/11
WITNESS Date

(OFFICIAL SEAL)

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

ATTEST:

By: [Signature]
Carlos Gimenez Date
Mayor

HARVEY RUVIN, CLERK

(LANDLORD)

By: [Signature]
DEPUTY CLERK [Signature]
8/5/11


Approved by the County Attorney as
to form and legal sufficiency. JRA
Date.

LEASE AGREEMENT

THIS AGREEMENT made on the 23 day of June, 2006, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION, INC., a Florida Not-for-Profit organization, hereinafter referred to as the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

Approximately 740 square feet of air-conditioned and heated office space located at 18710 SW 288 Street, Room 38, Miami, Florida 33030.

TO HAVE AND TO HOLD unto said TENANT for a term of five (5) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving these lease agreement and terminating five (5) years thereafter. The annual base rent for the first lease year will be Six Thousand Four Hundred Eight Dollars and 40/100 (\$6,408.40), payable in twelve (12) equal monthly installments of Five Hundred Thirty Four Dollars and 04/100 (534.04), payable in advance on the first day of every month to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907 or at such other place and to such other person as LANDLORD may from time to time designate in writing. For the second through the fifth lease year, the annual rental will increase by Two Dollars and 00/100 per square foot per lease year.

Property # 7802-02-01

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely for administrative offices.

ARTICLE II
CONDITION OF DEMISED PREMISES

Tenant hereby accepts the demised premises in the condition they are in at the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

All utilities shall be placed in the name of the LANDLORD and the cost of all utilities shall be paid by the LANDLORD.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to provide all maintenance, both interior and exterior of the demised premises, except that required as a result of TENANT's negligence which LANDLORD will perform at TENANT's expense.

ARTICLE V
ALTERATIONS BY TENANT

The TENANT may not make any non-structural alterations, additions or improvements in or to the demised premises without the written consent of the LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the demised premises) shall be and remain a part of the demised premises at the expiration of this Lease Agreement. Subject to the above, any carpeting and removable partitions

installed by the TENANT within the demised premises shall remain the TENANT's property and may be removed by the TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within sixty (60) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse the County all expenses incurred by the County in restoring the premises to their original condition. The election of remedies shall be at the sole discretion of the County.

ARTICLE VII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
SIGNS

Exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to the demised premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said demised premises. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of

LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by

TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI
CANCELLATION

Either party, LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least sixty (60) days' written notice prior to its effective date.

ARTICLE XVII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for three (3) additional two (2) years renewal option periods upon the same terms and conditions, except that the rent amount shall increase by 3.5% percent each renewal option period, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

LANDLORD:

Real Estate Management Section
Facilities and Utilities Management Division
General Services Administration
111 N.W. First Street, Suite 2460
Miami, Florida 33128

TENANT:

Florida Nursery, Growers & Landscape Association, Inc.
18710 S.W. 288 Street, Room 38
Miami, Florida 33030

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, to comply with the terms of this Lease Agreement.

Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIX
INSURANCE

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT under this Lease Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XX

PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT's rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXII
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without

limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXIII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for an additional thirty (30), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently

prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time thereafter bring an action for damages, termination, and/or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXVI ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the County.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by

Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXVII GOVERNING LAW

This agreement, including any exhibits, or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

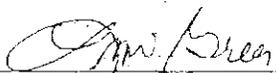
ARTICLE XXVIII WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)

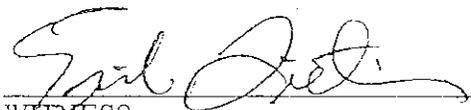
FLORIDA NURSERY, GROWERS &
LANDSCAPE ASSOCIATION, INC.
A FLORIDA NOT FOR PROFIT
CORPORATION.



WITNESS



Bill Hunt
Director
(TENANT)



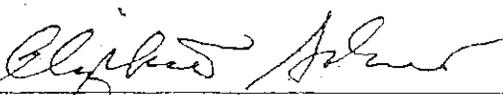
WITNESS



ATTEST:

HARVEY RUVIN, CLERK.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: 

DEPUTY CLERK

By: 

George M. Burgess
County Manager
(LANDLORD)

Attachment C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caribbean Bay Insurance Inc 20454 S Dixie Hwy Cutler Bay, FL 33189 Phone (305)254-2959 Fax (305)254-2984	CONTACT NAME: Daisy M Espinoza PHONE (A/C, No, Ext): (305) 254-2969 FAX (A/C, No): (305) 254-2954 E-MAIL ADDRESS: caribbeanbayins@belsouth.net PRODUCER CUSTOMER ID#: INSURER(S) AFFORDING COVERAGE INSURER A: Venon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		12040 (Binder)	02/21/2012	02/21/2013	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATL TOBY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTN: Victoria John



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

03/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER SILVER PALM INSURANCE 11264 SW 232 ST MIAMI FL 33170		CONTACT NAME Angel Vigil PHONE (AC, No, Ext) 305-257-2970 FAX (AC, No) 888-389-6066 E-MAIL silverpalminsurance@yahoo.com ADDRESS: PRODUCER CUSTOMER ID #	
INSURED FIORELLA'S CATERING SERVICES INC 26927 SW 132 CT Homestead FL 33032		INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE INSURER B: INSURER C: INSURER D: INSURER E:	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
1999	MERCURY	COUGAR	ZDR COUPE	1ZWF T8030X5936552
DESCRIPTION				SERIAL NUMBER
CATERING SERVICES				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADPL INSPD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	084989720	03/19/2012	03/19/2013	COMBINED SINGLE LIMIT	\$ 300,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		OCURRENCE				GENERAL AGGREGATE	\$
		CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED
		VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		SPECIAL <input type="checkbox"/>				<input type="checkbox"/>	\$
A	<input checked="" type="checkbox"/>	NON OWN/HIRE VEH	084989720	03/19/2012	03/19/2013	NON-OWN/HIRE VEH	\$300,000

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PLEASE NOTE THIS POLICY COVERS NON-OWNED AND HIRE VEHICLES.

ADDITIONAL INTEREST

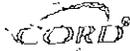
CANCELLATION

Select one of the following:

- The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
- A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

VEHICLE / EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE LENDER'S LOSS PAYEE <input type="checkbox"/> LOAN / LEASE NUMBER
NAME AND ADDRESS OF ADDITIONAL INTEREST MIAMI DADE COUNTY 111 NW 1ST ST SUITE 2460 MIAMI FL 33128	AUTHORIZED REPRESENTATIVE



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
06/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 26 for that purpose.

PRODUCER SILVER PALM INSURANCE 11284 SW 232 ST MIAMI FL 33170 INSURED FIDRELLAS CATERING NC 25927 SW 132 CT Homestead FL 33082	CONTACT NAME: Angel Vigil PHONE (A/C No, Ext): 305-257-2970 E-MAIL ADDRESS: silverpalminsurance@yahoo.com PRODUCER CUSTOMER ID #:	FAX (A/C No): 388-389-8066
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: PROGRESSIVE EXPRESS INS COMPANY		10193
INSURER B: SCOTTSDALE INS		
INSURER C:		
INSURER D:		
INSURER E:		

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
1999	MERCURY	COUGAR	2DR COUPE	1ZWFTE6D30X683652
DESCRIPTION				SERIAL NUMBER
CATERING SERVICES/HOT DOG STRAND				

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	VEHICLE LIABILITY	084989720	03/19/2013	03/19/2014	COMBINED SINGLE LIMIT	\$ 300,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE	\$
B	<input checked="" type="checkbox"/>	GENERAL LIABILITY	CPS1750350	04/17/2013	04/17/2014	EACH OCCURENCE	\$ 1,000,000
		OCCURRENCE				GENERAL AGGREGATE	\$ 2,000,000
		CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED
		VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> <input type="checkbox"/> STATED AMT	\$ DED
		PROPERTY				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		SPECIAL <input type="checkbox"/>				<input type="checkbox"/>	
A	<input checked="" type="checkbox"/>	NON OWN/HIRE VEH	084989720	03/19/2013	03/19/2014	NON-OWN/HIRE VEH	\$300,000

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 104, Additional Remarks Schedules, if more space is required)

PLEASE NOTE THIS POLICY COVERS NON-OWNED AND HIRE VEHICLES. HOT DOG STAND LOCATION 10710 SW 211 ST MIAMI, FL 33189

ADDITIONAL INTEREST **CANCELLATION**

Select one of the following: <input checked="" type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). <input type="checkbox"/> A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST
NAME AND ADDRESS OF ADDITIONAL INTEREST MIAMI DADE COUNTY 111 NW 1ST ST SUITE 2480 MIAMI FL 33128	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE LENDER'S LOSS PAYEE <input type="checkbox"/> LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
04/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER SILVER PALM INSURANCE 11264 SW 232 ST MIAMI FL 33170	CONTACT NAME Ahindris Vigil PHONE 305-257-2870 FAX (SIC 59) 888-389-8066 E-MAIL silverpalminsurance@yahoo.com ADDRESS PRODUCER CUSTOMER ID #
INSURED FIORELLA'S CATERING NC 29927 SW 132 CT Homestead FL 33032	INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE EXPRESS INS. COMPANY 10193 INSURER B: SCOTTSDALE INS 03292 INSURER C: INSURER D: INSURER E:

5855

12345

11760

DESCRIPTION OF VEHICLE OR EQUIPMENT				
YEAR 1998	MAKE / MANUFACTURER MERCURY	MODEL COUGAR	BODY TYPE 2DR COUPE	VEHICLE IDENTIFICATION NUMBER 1ZVFTB030X6E36652
DESCRIPTION CATERING SERVICES/HOT DOG STRAND				SERIAL NUMBER

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(ES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICY(ES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(ES).

INSR LTR	ADD. INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	VEHICLE LIABILITY	084989720	03/19/2014	03/19/2015	COMBINED SINGLE LIMIT \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
B	X	GENERAL LIABILITY OCCURRENCE CLAIMS MADE	OPS17500350	04/17/2014	04/17/2015	EACH OCCURENCE \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PROD/COMP OPER. \$ 1,000,000
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE <td>POLICY NUMBER <td>POLICY EFFECTIVE DATE (MM/DD/YYYY) <td>POLICY EXPIRATION DATE (MM/DD/YYYY) <td>LIMITS / DEDUCTIBLE</td> </td></td></td>	POLICY NUMBER <td>POLICY EFFECTIVE DATE (MM/DD/YYYY) <td>POLICY EXPIRATION DATE (MM/DD/YYYY) <td>LIMITS / DEDUCTIBLE</td> </td></td>	POLICY EFFECTIVE DATE (MM/DD/YYYY) <td>POLICY EXPIRATION DATE (MM/DD/YYYY) <td>LIMITS / DEDUCTIBLE</td> </td>	POLICY EXPIRATION DATE (MM/DD/YYYY) <td>LIMITS / DEDUCTIBLE</td>	LIMITS / DEDUCTIBLE
		VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> <input type="checkbox"/> STATED AMT \$ DED
		VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> <input type="checkbox"/> STATED AMT \$ DED
		PROPERTY BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/>				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT \$ LIMIT <input type="checkbox"/> RC <input type="checkbox"/> STATED AMT \$ DED
A	X	NON OWN/HIRE VEH	084989720	03/19/2014	03/19/2016	NON-OWN/HIRE VEH \$300,000

APPROVED AS TO
INSURANCE REQUIREMENTS
DATE 04/21/14
RISK MANAGEMENT DIVISION

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PLEASE NOTE THIS POLICY COVERS NON-OWNED AND HIRE VEHICLES. HOT DOG STAND LOCATION 10710 SW 211 ST MIAMI, FL 33189

ADDITIONAL INTEREST CANCELLATION

Select one of the following: <input checked="" type="checkbox"/> The additional interest described below has been added to the policy(ies) listed herein by policy number(s). A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
VEHICLE/EQUIPMENT INTEREST: <input type="checkbox"/> LEASED <input type="checkbox"/> FINANCED	DESCRIPTION OF THE ADDITIONAL INTEREST
NAME AND ADDRESS OF ADDITIONAL INTEREST MIAMI DADE COUNTY 111 NW 1ST ST SUITE 2460 MIAMI FL 33128	<input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LENDER'S LOSS PAYEE LOAN / LEASE NUMBER AUTHORIZED REPRESENTATIVE



miamidade.gov

Internal Services
Real Estate Development Division
111 NW 1st Street • Suite 2460
Miami, Florida 33128
T 305-375-1150 F 305-375-1157

October 28, 2014

Certified Mail # 7014 0150 0001 5124 8562

Fiorella's Catering, Inc.
Fabiola Pullen
10711 SW 216 Street Unit #104
Miami, FL 33170

Re: Notice of Termination of South Dade Government Center Hot Dog Cart Concession
Management and Operating Agreement with Miami-Dade County

Dear Ms. Pullen,

You are hereby notified that Fiorella's Catering, Inc. is in default of the terms of the above-referenced Management and Operating Agreement (Agreement) with Miami-Dade County (County) for discontinuing the operation of the hot dog cart concession at the South Dade Government Center for more than a 24-hour period without prior written approval from the County.

Pursuant to Paragraph 53-A of the Agreement, abandonment or discontinuation of operations for more than a 24-hour period without prior written approval from the County is grounds for automatic termination of the Management and Operating Agreement. Fiorella's Catering, Inc. has abandoned or discontinued its operation of the hot dog cart concession for more than a 24 hour period without written approval from the County. Therefore, please consider this letter as official notice of termination of the South Dade Government Center Hot Dog Cart Concession Management and Operating Agreement, effective immediately.

You are further notified that pursuant to Paragraph 20 of the Agreement, the County is hereby exercising its right to draw upon the security deposit in the amount of \$1,950.00 to pay down the outstanding rent and late fees owed in the amount of \$4,576.00, leaving a balance due of \$2,626.00. Please submit payment in full by November 14, 2014.

Should you have any questions, please do not hesitate to contact me at 305-375-5754.

Sincerely,

A handwritten signature in black ink, appearing to read "Elva R. Marin".

Elva R. Marin
Real Estate Manager

c: Jose A. Galan, ISD/REDD Division Director
Miguel de la Torre, ISD/REDD Real Estate Officer
Tekeia Clark, ISD/ABS Accounting Manager

SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
*Fabiola Pullen
 Fabrellas Catering, Inc.
 10711 SW 210 St
 Unit # 104
 Miami, FL 33170*

2. Article Number
 (Transfer from service label) *7014 0350 0001 5124 (562)*

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]

B. Received by (Printed Name) *[Signature]* C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

7014 0350 0001 5124 8562

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Certified Mail does not include insurance coverage)

OFFICIAL MAIL

Postage	\$ 48	Postmark Date
Certified Fee	3.30	
Return Receipt Fee (Endorsement Required)	2.70	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.48	

Sent To: *Fabrellas Catering, Inc.*
 Street, Apt. No. or PO Box No. *10711 SW 210 St #104*
 City, State, ZIP+4 *Miami, FL 33170*

Attachment D

LEASE OF COUNTY LANDS FOR ELECTRIC SUBSTATION

THIS LEASE AGREEMENT, made and entered into this 12TH day of March, 1963, by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "County", and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter called the "Lessee",

WITNESSETH:

WHEREAS, the lessee has requested the County to lease to the Lessee a certain parcel of land located in Crandon Park hereinafter particularly described, for the purpose of constructing and operating an electric substation; and

WHEREAS, the Board of County Commissioners has found and determined that said County lands are not required for public purposes, and that the leasing thereof for use as the site of an electrical substation would be commensurate with the public interest and welfare; and

WHEREAS, pursuant to the provisions of Chapter 22962, Acts of 1945, Laws of Florida, as amended, the Board of County Commissioners, by Resolution No. 8211 adopted December 18, 1962, authorized advertisement for competitive bids on a proposed lease of such County lands; and

WHEREAS, pursuant to advertisement duly published in accordance with the statutory provisions, the Lessee submitted a bid for a lease of said County lands, and the County Manager has recommended that such bid be accepted and a lease awarded to such bidder

NOW, THEREFORE, in consideration of the covenants and undertakings herein contained, it is mutually understood and agreed as follows:

1. The County does hereby lease unto the Lessee, and the Lessee does hereby hire and take as tenant from the County, the following described real property, situate, lying and being in Dade County, Florida, to-wit:

A parcel of land in Crandon Park, lying in Section 32, Township 54 South, Range 42 East, more particularly described as follows:

Beginning at a permanent reference monument on the South property line of Crandon Park as shown on plat of "Subdivision of a portion of Matheson Estate" as recorded in plat book 46 at page 86 of the Public Records of Dade County, Florida, which said permanent reference monument is located on said South property line of Crandon Park at the point at which the Westerly line of tract 10 of Matheson Estate intersects said line, thence in a Westerly direction along said South property line of Crandon Park a distance of 164.58 feet to a point, thence in a Northeasterly direction at an angle of 115 degrees 13 minutes 45 seconds to the right a distance of 33.16 feet for a point of beginning of the traverse circumscribing the area herewith described.

Thence from said point of beginning and continuing in the Northeasterly direction last described a distance of 200 feet to a point, thence in a Westerly direction at an angle of 115 degrees 13 minutes 45 seconds to the left a distance of 100 feet to a point, thence in a Southwesterly direction at an angle of 64 degrees 46 minutes 15 seconds to the left a distance of 200 feet to a point, thence in an Easterly direction at an angle of 115 degrees 13 minutes 45 seconds to the left a distance of 100 feet to the point of beginning, containing in all .415 acres be the same more or less.

Subject to all conditions, restrictions and limitations of record.

2. The County grants to the Lessee the right to use the above described lands for the erection and operation of an electric substation, and for no other purpose, for the term of thirty (30) years from the date of execution of this lease agreement. The effective term of this lease agreement may be extended for an additional period of thirty (30) years upon sixty (60) days' written notice by the Lessee to the County prior to the expiration date of the initial thirty (30) year term herein provided.

3. As payment for the use of said lands under the terms of this lease agreement, the Lessee shall furnish, within three (3) months after the effective date of this lease agreement, Seven thousand (7000) cubic yards of unclassified solid fill, which fill shall be delivered to the County and placed and spread by the County at such place or places as may be designated by the Director of the County Park and Recreation Department, and all such fill shall be subject to inspection and approval by said Director prior to delivery thereof. It is understood and agreed that none of such fill shall be placed upon or utilized in connection with the demised property. Said fill shall be deemed and considered as prepaid rent, computed at the rate of One Thousand Four Hundred (\$1,400.00) Dollars per annum for a period not to exceed twelve (12) years, or a maximum of Sixteen Thousand Eight Hundred (\$16,800.00) Dollars. In addition, beginning on the thirteenth anniversary of this lease, the Lessee shall pay to the County as rents the sum of One Thousand Four Hundred (\$1,400.00) Dollars each year for the remaining term of eighteen (18) years, until the full sum of Twenty-Five Thousand Two Hundred (\$25,200.00) Dollars in cash has been paid by the Lessee to the County. It is understood

and agreed that the total rent for the initial term of thirty (30) years shall be Forty-Two Thousand (\$42,000.00) Dollars. The parties agree that it is impractical to provide fill to the precise quantity of Seven thousand (7000) cubic yards as herein provided. Therefore, it is agreed that final adjustment in accordance with the basis of One Thousand Four Hundred (\$1,400.00) Dollars per annum, or an aggregate amount of Sixteen Thousand Eight Hundred (\$16,800.00) Dollars, shall be made upon accomplishment of the work of delivering said fill. Value of the fill shall be computed at the per yard rate of fill-on-site actually paid by the Lessee to the contractor providing such fill, as evidenced by paid invoices. It is intended by the parties that the Lessee shall furnish and deliver to the County approximately Seven thousand (7000) cubic yards of solid fill acceptable to the County and that the Lessee shall receive a credit on the rents due hereunder in an amount equal to the actual cost of the fill delivered and accepted by the County, not to exceed the aggregate credit of Sixteen Thousand Eight Hundred (\$16,800.00) Dollars; all remaining rents shall be paid in cash at the rate of One Thousand Four Hundred (\$1,400.00) Dollars per year. If the term of this lease agreement is extended for the additional term of thirty (30) years, the rents for such additional term shall be paid in cash in a monthly amount to be mutually agreed upon, not less than One Thousand Four Hundred (\$1,400.00) Dollars per year. The difference between the aggregate cost of the fill allowed as a credit on rents and the said sum of Sixteen Thousand Eight Hundred (\$16,800.00) Dollars shall be paid in cash within three (3) months after the effective date of this lease.

4. The Lessee shall have the right to construct at its own expense, and thereafter operate and maintain, an electric substation upon the demised lands. Such substation shall be of the design and type approved by the Director of the Park and Recreation Department, and construction thereof shall not be commenced until plans and specifications shall have been submitted to the County and approved in writing by the said Director.

The Lessee covenants and agrees that it shall comply with all regulations of the County governing such construction work. Prior to commencing construction, the Lessee shall relocate at its sole cost and expense, and in compliance with the instructions of said Director, all utilities of the County located on the demised lands.

5. The Lessee specifically agrees that no cost, claim, charge, lien or other expense shall be incurred by the County because of the construction of said substation upon the above described land.

6. The Lessee agrees to use and occupy said land for the operation of an electric substation and for no other purposes or uses whatsoever.

7. All personal property placed or moved to, in, or on said land shall be at the risk of the Lessee or the owner thereof, and the County shall not be liable for any loss of or damage to said personal property, nor shall the County be liable to the Lessee for damages arising from any act of negligence of any occupants of said land, or of any other person, except the negligent acts of the County's own employees or agents.

8. The Lessee shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of the Federal, State or County Governments.

9. The Lessee agrees to indemnify and save the County harmless for all claims for property damage or personal injury of any nature whatsoever that may be caused by the operations of the Lessee under this lease agreement, and the Lessee shall carry Public Liability Insurance in the amount of 100,000/300,000 dollars and Property Damage Insurance in the amount of 50,000/100,000 dollars for such purpose.

written.

(OFFICIAL SEAL)

ATTEST:
E. B. LEATHERMAN, Clerk

By: W. J. Lussac
Deputy Clerk.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Joseph A. Boyd, Jr.
Chairman
"County"

(CORPORATE SEAL)

ATTEST:
A. D. [Signature]
Secretary

FLORIDA POWER & LIGHT COMPANY ^{FLP}

By: [Signature]
Vice President
"Lessee"

This lease approved and execution thereof on behalf of the County
authorized by Resolution No. 8415

LEASE # 24, 4232 > 001-0010-201



Confirmation of Insurance

July 19, 2013

Dade County
111 First Street
Suite 2460
Miami, Florida 33128

RE: Self-Insurance Documentation for Florida Power & Light Company ("FPL")
Lease of County Lands for Electric Substation

Attn: Margaret Araujo

This letter confirms FPL's self-insured retention / self-insurance (together, the "Self-Insurance") as required in the Lease of County Lands for Electric Substation ("Agreement") between FPL and Dade County ("County") for lease of the Crandon Park as described in the Agreement. This Self-Insurance letter pertains only to FPL's and/or its contractor's work (the "Work"). Specific to, and for the duration of, the Work, FPL will maintain Self-Insurance for the following insurance coverages:

General Liability: \$100,000 / \$300,000 for Bodily Injury and Property Damage.

Property Damage: \$50,000 / \$100,000

For a copy of NextEra Energy, Inc.'s latest annual report as evidence of FPL's financial ability to self-insure, please copy and paste the following link into your web browser:
<http://www.nexteraenergy.com/investors/index.shtml>.

Sincerely,

Grace Costantino

Grace Costantino
Senior Risk Management Analyst



Confirmation of Insurance

July 21, 2014

Dade County
111 First Street
Suite 2460
Miami, Florida 33128

RE: Self-Insurance Documentation for Florida Power & Light Company ("FPL")
Lease of County Lands for Electric Substation

Attn: Ronald Abate

This letter confirms FPL's self-insured retention / self-insurance (together, the "Self-Insurance") as required in the Lease of County Lands for Electric Substation ("Agreement") between FPL and Dade County ("County") Lease #24-4232-001-0010-101 for lease of the Crandon Park as described in the Agreement. This Self-Insurance letter pertains only to FPL's and/or its contractor's work (the "Work"). Specific to, and for the duration of the Lease Agreement, the Work, FPL will maintain Self-Insurance for the following insurance coverages:

General Liability: \$100,000 / \$300,000 for Bodily Injury and Property Damage.

Property Damage: \$50,000 / \$100,000.

For a copy of NextEra Energy, Inc.'s latest annual report as evidence of FPL's financial ability to self-insure, please copy and paste the following link into your web browser:
<http://www.nexteraenergy.com/investors/index.shtml>.

Sincerely,

Grace Costantino

Grace Costantino
Senior Risk Management Analyst



Confirmation of Insurance

April 9, 2015

Dade County
111 First Street
Suite 2460
Miami, Florida 33128

RE: Self-Insurance Documentation for Florida Power & Light Company ("FPL")
Lease of County Lands for Electric Substation

Attn: Ronald Abate

This letter confirms FPL's self-insured retention / self-insurance (together, the "Self-Insurance") as required in the Lease of County Lands for Electric Substation ("Agreement") between FPL and Dade County ("County") Lease #24-4232-001-0010-L01 for lease of the Crandon Park as described in the Agreement. This Self-Insurance letter pertains only to FPL's and/or its contractor's work (the "Work"). Specific to, and for the duration of the Lease Agreement, the Work, FPL will maintain Self-Insurance for the following insurance coverages:

General Liability: \$100,000 / \$300,000 for Bodily Injury and Property Damage.

Property Damage: \$50,000 / \$100,000

Automobile Liability: \$1,000,000 combined single limit for all owned, hired and non-owned autos.

Worker's Compensation and Employer's Liability: with limits not less than \$1,000,000.

For a copy of NextEra Energy, Inc.'s latest annual report as evidence of FPL's financial ability to self-insure, please copy and paste the following link into your web browser:
<http://www.nexteraenergy.com/investors/index.shtml>.

Sincerely,

Grace Costantino

Grace Costantino
Senior Risk Management Analyst

700 Universe Blvd. Juno Beach, FL 33408

Attachment E

SAMPLE DEFAULT CLAUSE AND TERMINATION CLAUSE

SECTION 38. DEFAULT: Tenant shall be in default under this Lease if it fails to: (i) make timely payments of Rent or any other sums due hereunder; and/or to (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease, or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord. Further, in the event of a default, the Tenant acknowledges and agrees that in addition to the Landlord's rights pursuant to Section 39, Termination by Landlord, the Landlord shall have the following rights:

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit; (3) terminate this Lease upon written notice to Tenant, and thereafter re-let the Premises or any part or parts thereof; and/or (4) terminate this Lease upon written notice to Tenant; and/or (5) exercise any other remedies otherwise available to Landlord provided herein, or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein. The Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such re-letting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to re-let the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or

otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

Upon any default, and after the expiration of any cure period, as described in Section 39, Termination by Landlord, of this Lease, the Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the personal property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees, and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

The Tenant further acknowledges and agrees that should the Landlord elect to terminate, or otherwise cancel, this Lease due to any breach by the Tenant, the Tenant shall not be entitled to any type of compensation or reimbursement for any improvements made to the Premises by the Tenant, and/or for the value of the remaining Term.

SECTION 39. TERMINATION BY LANDLORD:

In addition to the Landlord's rights pursuant to Section 38 above, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
 - 1) Institution of proceedings in voluntary bankruptcy by the Tenant.

- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - 3) Assignment by Tenant for the benefit of creditors.
 - 4) Failure of Tenant to maintain its not-for-profit tax status.
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date of the written notice.
 - 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) calendar day period from date of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:
- 1) Non-performance of any covenant of this Lease other than non-payment of the Rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).
- E. Consistent with Section 57 of this Lease, the Landlord, through its County Mayor or Mayor's designee, in accordance with the terms and conditions of this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Lease.

Attachment F

STEPHEN P. CLARK CENTER PHARMACY LEASE AGREEMENT

THIS AGREEMENT made and entered into as of this 4th day of June, 2009 by and between RDS Pharmacy Management, Inc. d/b/a/ Roberts Drug Store #4 a corporation organized and existing under the laws of the State of Florida, having its principal office at 111 N.W. 1 Street, Miami, Florida (hereinafter referred to as the "Lessee"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County owns the Stephen P. Clark Center (the "SPCC") for the use by patrons, tenants, employees and visitors which facilities are administered for the County by its Director of the General Services Administration Department (the "Department"), or designee; and,

WHEREAS, the Lessee has offered to lease and operate a full service retail pharmacy (the "Pharmacy") at the SPCC in a manner that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposals (RFP) No. 660 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Lessee has submitted a written proposal dated December 8, 2008, hereinafter referred to as the "Lessee's Proposal" which is incorporated by reference herein; and,

WHEREAS, the proposal of the Lessee is recommended as being in the best interest of the County, and formed the basis for award of this Agreement,

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

1. Use: The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County for the term, at the rate and upon the covenants and conditions as set forth herein to develop and operate the Pharmacy at the SPCC. Lessee shall use the Pharmacy only for the use permitted. The Lessee shall not conduct any business nor provide any services nor sell any item or product without

the prior written approval of the Department, and any sales by the Lessee of services or items not specifically authorized in writing by the Department shall constitute a default. The unapproved services or items shall be discontinued immediately by the Lessee, as directed by the Department upon written notice. Lessee shall conduct its business at all times in accordance with this Agreement.

2. **Operations:** Lessee shall continuously and uninterruptedly use and operate for purposes outlined herein all of the Pharmacy other than such minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by Lessee in the Pharmacy; and will have on the premises adequately trained uniformed personnel for efficient service to customers.
3. **Limitations on Use:** Subject to Lessee's right to use the Pharmacy for the purposes specified in this Agreement, Lessee shall not suffer or permit the Pharmacy or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Pharmacy or SPCC or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Pharmacy or SPCC; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Pharmacy or SPCC or the proper and economic functioning of any other common service facility or common utility of the Pharmacy or SPCC; (vi) impair or interfere with the physical convenience of any of the occupants of the Pharmacy or SPCC; or (vii) impair any of the Lessee's other obligations under this Agreement.
4. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Pharmacy, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Lessee at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit.

5. **Exclusivity/Non-exclusivity:** Any exclusive rights granted under this Agreement are exclusive only to the Pharmacy to be leased hereby. Additionally, Lessee has the exclusive right to sell prescription drugs, over the counter health and beauty aids and Florida Lotto tickets at this leased site. Other than its right to the exclusive items mentioned in this section, this Lease is non-exclusive in character and in no way prevents the County from authorizing or offering competitive services, products or items by other concessionaires or others in other premises owned and operated by the County or from authorizing other unrelated concession services as determined by the County within SPCC. This Agreement does not grant Lessee any rights to operate any other location or concession that may be made available by the County.
6. **Request for Proposal Incorporated:** The Lessee acknowledges that it has submitted to the County a proposal ("Lessee's Proposal") that was the basis for the award of this Agreement and upon which the County has relied and is incorporated herein by reference.
7. **Appendix and Exhibits:** The Appendix and Exhibits listed in this Paragraph and attached to this Agreement are hereby incorporated in and made a part of this Agreement:
 - Appendix A: Scope of Services
 - Exhibit A: Site Location
 - Exhibit B: Site Sketch
8. **Property Description:** The Pharmacy at the SPCC is approximately 1,787 square feet and located at 111 NW 1 Street, 1st Floor, Miami, Fl 33173 as shown on Exhibit A and B, attached hereto and incorporated herein by reference.
9. **Term:** The County hereby grants a Lease Agreement to the Lessee for a term of five (5) years, the premises described in this Agreement to be operated as a pharmacy pursuant to the Scope of Services. The term and Commencement Date of this Agreement shall begin on the date indicated in the first page of this Lease Agreement.
10. **Option to Renew:** The County, at its sole option, can renew the Agreement for two (2) additional two (2) year periods.

11. Guaranteed Monthly Rent: Lessee, in consideration of the use and operation of the Pharmacy, does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum of \$ 28,200.00 (plus applicable tax) per annum as Guaranteed Monthly Rent in monthly installments of \$ 2,350.00 (plus tax) on the first day of each month without billing. The Guaranteed Monthly Rent shall be adjusted upward starting at the end of the second anniversary Lease Agreement Year and at the start of each subsequent Option to Renew period, at a rate consistent with the latest Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Fort Lauderdale, FL area.
12. Percentage of Monthly Gross Receipts: In addition to the Guaranteed Monthly Rent, Lessee agrees to pay to the County, monthly, an amount equal to 0.5 % (plus tax if applicable) of monthly gross receipts (exclusive of prescription drugs), hereinafter referred to as "Percentage of Monthly Gross Receipts".
13. Sales Tax: The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on payment (currently at the rate of 7%) on the amounts payable to the County, including Monthly Gross Receipts payments, under this Agreement. This Sales and Use Tax shall be payable to the County, when payment is due, the County in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Guaranteed Monthly Rent unless otherwise determined by the State of Florida.
14. Additional Taxes: If at any time during the term of this Agreement or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, or excise on the Guaranteed Monthly Rent (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the payment or percentage fees payable herein, such tax, charge, capital levy, or excise on the Guaranteed Monthly Rent or other taxes shall be deemed to constitute real estate taxes on the Pharmacy and the premises for the purposes of this Paragraph.
15. Taxes on Lessee's Personal Property: Lessee shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or

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personal property of any kind, owned by or placed in, upon or about the Pharmacy by Lessee.

16. Late Payment Charge: In the event that the Lessee fails to make any payments, within ten calendar days of the first day of the month, as required to be paid under the provisions of this Agreement, a late payment charge of \$100.00 per month shall be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Agreement, or to pursue other remedies provided by law.
17. Application of Payments: Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the Guaranteed Monthly Rent and Percentage of Monthly Gross Receipts and the associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.
18. Worthless Check or Draft: In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Agreement, the Lessee shall incur and pay a service charge of \$40.00 or five percent (5%) of the face amount of the check, whichever is greater. This amount will be in addition to any late fee's that might apply. For each such dishonored check, such payment to be made within not more than five (5) days from written notice of such default. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Department. A second such occurrence of dishonored check during the Agreement term will be a breach of contract and, at the County's option, will constitute a default allowing termination.
19. Payment of Fees: The Minimum Monthly Guaranteed Rent payable by Lessee to the County herein shall be payable in twelve (12) equal monthly installments on the first day of each month during the term of this Agreement. Such payments, as well as other amounts payable by Lessee to the County under the terms of this Agreement, all of which shall be deemed to be additional Minimum Monthly Guaranteed Rent for the purposes of collection only herein, shall be paid promptly when due, without notice for any reason whatsoever and without abatement, except as

hereinafter provided. Percentage of Monthly Gross Receipts shall be paid to the County on or before the 10th day following the end of each month during the term of this Agreement and on or before the 10th day of the month following the expiration or earlier termination of the term. All rental and percentage fees provided for in this Agreement shall be paid or mailed to:

Miami-Dade County
General Services Administration
Retail Leasing Manager
111 NW 1st Street, Suite 2460
Miami, FL 33128

(Checks shall be made payable to the "Miami-Dade County Board of County Commissioners.")

20. **Accord and Satisfaction:** No payment by Lessee or receipt by County of a lesser amount than any payment of Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts herein stipulated shall be deemed to be other than on account of the earliest stipulated Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts be deemed an accord and satisfaction. The County may accept such check or payment without prejudice to County's right to recover the balance of such Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts or pursue any other remedy provided in this Agreement, at law or in equity.

21. **Gross Receipts:**

A. Lease Agreement Year Defined: "Lease Agreement Year" means a twelve-month period beginning on the effective date of this Agreement.

B. Gross Receipts Defined: "Gross Receipts" means all receipts (exclusive of prescription drugs) from the sale of merchandise or services by Lessee, concessionaires of Lessee and sub-Lessee(s) of Lessee, sold in, upon or from the Pharmacy, including such sales as shall in good faith be credited by Lessee, its concessionaires, and sub-Lessees in the regular course of its or their business to personnel employed at the time of sale at the Pharmacy, including sub-concession lease

agreements or contract employee payments to the Lessee and mail and telephone orders received at the Pharmacy and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Lessee or its concessionaires or sub-concessionaires for returned or defective merchandise; sales, excise and similar taxes; or the proceeds of sales of Lessee's trade fixtures, operating equipment or other property used by Lessee or its concessionaires in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when merchandise or services has been served, shipped or delivered or when charged against the purchaser on the books of Lessee, or its concessionaires whichever of such events shall first occur.

C. Lessee's Certification of Receipts: Lessee shall submit to County on or before the 10th day following the end of each month during the term of this Agreement and on or before the 10th day of the month following the expiration or earlier termination of this Agreement, a written statement, signed by Lessee and certified by it to be true and correct, showing the amount of Gross Receipts during the preceding month, along with a copy of the Sales and Use Tax Return filed with the Florida Department of Revenue. Lessee shall submit to County on or before the 60th day following the end of each calendar year of the Contract an Annual Written Statement, signed by Owner, CEO, or Financial officer of the Lessee and certified by it to be true and correct, setting forth the amount of Gross Receipts during the preceding Agreement Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

D. Examination of Lessee's Books and Records: Such books and records as are necessary to determine the amount of any Percentage of Monthly Gross Receipts payable to County shall be subject to examination by County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by County or its authorized representatives from Lessee's books and records shall be kept confidential by County and all such

representatives except in connection with any mortgage or assignment of this Agreement for financing purposes or if subject to the requirements of Florida Public Records Act.

E. Lessee's Receipts Records: For the purpose of computing and verifying the Percentage of Monthly Gross Receipts due hereunder, Lessee shall prepare and keep, for a period of not less than three (3) years following the end of each Agreement Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Lessee. Lessee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Lessee shall keep, for at least three (3) years following the end of each Agreement Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Lessee's Gross Receipts.

The acceptance by County of payments of Percentage of Monthly Gross Receipts or reports thereon shall be without prejudice and shall in no case constitute a waiver of County's right to examination of Lessee's books and records of its gross receipts and inventories of merchandise.

F. Audit of Lessee's Business Affairs and Records: County shall have the right to cause, upon five (5) days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County. Lessee shall make all such records available for said examination at the Pharmacy or at some other mutually agreeable location. If the result of such audit shall show that Lessee's statement of Gross Receipts for any period has been understated, Lessee shall pay County the amount due. If such understatement is three percent (3%)

or more, Lessee shall pay County the cost of such audit in addition to any deficiency payment required, plus ten percent (10%) of any such deficiency, all of which shall be collectible hereunder as payment. A report of the findings of said accountant shall be binding and conclusive upon County and Lessee. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Agreement. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any mortgage or assignment of this Agreement for financing purposes.

G. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, then Lessee shall be deemed to be in default of this Agreement.

22. **New Construction:** The Department's approval is required prior to all construction, all installation and all use of facilities. All improvements shall become the property of the County. All construction shall be accomplished in accordance with the City of Miami and County permitting requirements.
23. **Security Deposit:** After the contract award and prior to any work under this Agreement, the Lessee shall furnish a Security Deposit equivalent to three (3) months Guaranteed Monthly Rent in the form of a cashier's check payable to the Board of County Commissioners, redeemable at the end of the Agreement except for such conditions pertinent thereto. Additionally, if the County must draw upon the Security Deposit for owed to the County for this Agreement, Lessee hereby agrees to restore the Security Deposit to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon. In the event the Lessee abandons its performance of the services herein, the County will retain the Security Deposit.
24. **Common Areas:**
 - a. **Common Areas** shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by the Retail Complex (refers to the ground level of the SPCC where retail outlets and government offices are located) for the common or joint use or benefit of Lessees of the SPCC, their employees, agents, customers, invitees and licensees,

including but not limited to, open and enclosed courts and malls, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.

- b. **Common Area Operating Costs** shall mean all costs and expenses of every kind and nature allocated to the Retail Complex paid or incurred by County or in connection with operating, managing, equipping, policing and protecting, lighting, repairing, replacing, and maintaining the Common Areas and the appurtenances and equipment therein. The allocation of such costs to the Retail Complex by the County shall be at the County's sole discretion. Such costs and expenses may include, but not be limited to, gardening; landscaping; illumination and maintenance of signs advertising or referring to the Leased Premises; cleaning; insurance coverage as the County may, in its sole discretion, from time-to-time deem proper; cost of personnel providing services in the Common Areas (including, but not limited to wages, unemployment taxes, social security taxes, employee benefits); supplies; operation of the Common Areas and equipment serving the property; and the cost of all personnel required to supervise, implement and accomplish all the foregoing.
- c. **Common Area Maintenance and Escalation Charge:**
- (1) Effective on the Commencement Date of this Agreement, and as additional rent hereunder, Lessee shall pay monthly to the County, on the first day of each month during the term of this agreement. Lessee's share of the Common Area Maintenance Costs is based on the County's estimate, subject to adjustment as hereinafter provided in Paragraph (2) below. Lessee's share of Common Area Maintenance Costs shall be the product which results by multiplying such Common Area Costs by the percentage that the gross square foot area of the Leased Premises is of the gross square foot area of all retail spaces located on the first floor of the Retail Leased Premises, as calculated by the County.
- (2) **Common Area Adjustment:** Within one hundred twenty (120) days following the end of each calendar year of the Pharmacy operation the County shall furnish to Lessee a statement showing the total Common Area Maintenance Costs for the calendar year just

expired, the amount of Lessee's share of such Common Area Maintenance Costs, and payments made by Lessee during such calendar year under this Paragraph. If Lessee's share of such Common Area Maintenance Costs for such calendar year shall exceed Lessee's payments so made, Lessee shall pay to the County the deficiency within ten (10) days after receipt of said statement. If Lessee's payments shall exceed Lessee's share of such Common Area Maintenance costs as shown on such statement, Lessee shall be entitled to offset the excess against its next payment thereafter becoming due under this Agreement.

- d. **Use of Common Areas:** Lessee and its concessionaires, sublessees, officers, employees, agents, customers and invitees shall have the right, in common with the County and all others to whom the County has granted or may hereafter grant rights or who shall otherwise have such rights, to use the Common Areas, subject to such reasonable Rules and Regulations as the County may from time to time impose. Lessee agrees to abide by such Rules and Regulations. The County shall have the right to limit, or otherwise schedule, deliveries to Lessee if, in the County's judgment, said limitation is necessary for the proper operation of the County or County's Leased Premises in the building.

25. **County Approval:** The Lessee agrees that it will obtain prior written approval from the Department in all of the following matters:

- A. Changes from originally approved specifications, pricing, activities, signage, merchandise and graphics.
- B. Equipment Lessee plans to install requiring any building modifications.
- C. Aesthetics of the Pharmacy.
- D. Any use of the County's, facility's or Pharmacy's name.
- E. Hours of Operation
- F. Uniforms to be used by employees which shall be consistent with or better than those normally used by professionally operated pharmacies.

Should any of the above items be disapproved, Lessee may offer alternative solutions. The County

reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in this paragraph it deems in need of change, despite previous approval of same.

26. **Public Contact of Lessee's Employees:** Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the County to require his or her removal from duties in the Pharmacy. Lessee's employees will not be considered agents of the County.
27. **Hours of Operation:** The Pharmacy shall operate five (5) days a week Monday thru Friday, continuously from 7:30am to 5:30pm, except on County designated holidays. The Lessee shall provide sufficient staff to provide customer service. The County's Project Manager may require a change in hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.
28. **Pricing:** Lessee shall maintain the pricing schedule for goods and services submitted with its Proposal, which prices shall be comparable to those off-premises operation of its own company-owned or franchised stores in Miami-Dade County, if it is part of a chain, or comparable to similar type of operations if an independent or non-chain affiliated. Lessee will provide to the County a schedule of such proposed changes not later than ten (10) days prior to the intended implementation date, for approval or disapproval, at any time during the Lease Agreement Term when price changes are contemplated. Pricing for special events or services shall be expeditiously reviewed by the Department.
29. **Personnel:** The Lessee shall provide the Department with the name and telephone number of a management person of the Lessee who will be on call, at all time, for emergencies or other matters related to the operations under this Agreement. The Lessee shall ensure that all of its personnel are courteous and cooperative and present a neat, clean uniformed and professional appearance at all times. The Lessee shall ensure that all employees having public contact are able to understand and communicate in spoken English. In the event the Lessee wishes to substitute personnel for the key personnel identified by the Lessee's Proposal, the Lessee must notify the County in writing and

request written approval for the substitution at least ten business days prior to effecting such substitution.

30. Signs: The nature, size, shape and installation of Lessee's business signs within the Pharmacy or in, on or adjacent to the Pharmacy or SPCC must first be approved in writing by County. Said signage must also be approved by all governmental authorities having jurisdiction over the Pharmacy. All signs shall be removed by the Lessee at the termination of this Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee. Signage must be maintained in good condition and appearance
31. On-Site Manager: The Lessee shall employ a qualified full-time on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Lessee under this Agreement and to accept service of all notices provided for herein.
32. Quality of Lessee's Service: The Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations.

The Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection.

Lessee shall take good care of said premises, shall use the same in a careful manner and shall, at its own cost and expense, keep, maintain, and repair and, upon the expiration of this Agreement or its termination in any manner, shall deliver said premises to the County in the same condition as at the commencement of this Agreement, with the exception of loss by fire or other casualty and with the exception of leaving those interior improvements so agreed upon by the County to remain in place. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands

therefore.

It is expressly understood and agreed that the Lessee's operation shall not interfere in any manner with the use of public areas or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the location. The Lessee agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee will fully comply with any decisions on this matter.

33. Monitoring Services: The Department shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of the shopping service, closed circuit TV, and other reasonable means.
34. Services/Equipment Provided by County: The County shall provide access to the following:
- A. Electrical as existing.
 - B. Water facilities as existing.
 - C. Sewage collection facilities as existing.
 - D. All fixtures presently located in the Pharmacy, with the exception of two beverage coolers and an ice cream cooler.
35. Equipment and Services Provided by Lessee: The Lessee, at its sole cost, shall provide at the Pharmacy:
- A. Janitorial service within the Pharmacy.
The Lessee shall keep the Pharmacy and equipment clean at all times. If the Pharmacy and equipment are not kept clean in the opinion of the Department, the Lessee will be so advised and if corrective action is not immediately taken, the Department will cause the same to be cleaned and the Lessee shall assume responsibility and liability for such cleaning.
 - B. Maintenance service to air conditioning.
The Lessee shall contract a licensed air conditioning contractor to perform regular monthly maintenance and necessary repairs to the separate air conditioning unit servicing the Pharmacy.

C. Pest extermination.

The Lessee shall follow the guidelines of the County's Integrated Pest Management program.

36. **Equipment Installed by Lessee:** The Lessee shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the facilities. All furnishings, fixtures and equipment acquired for the facility shall be of a high quality as good as or better than that found at similar facilities. The County shall be afforded the opportunity to approve all furnishings, fixtures and equipment for the facility.

Any equipment, furnishings, signage and advertising installed by the Lessee shall be with the appropriate standards of decor at SPCC. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

Lessee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

Lessee shall not alter or modify any portion of the Facility, the Pharmacy or the improvements constructed therein without first obtaining written approval from the County.

37. **Security and Protection:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Pharmacy or SPCC, outside of standard security measures supplied by the County in general. Lessee may provide its own specialized security for the Pharmacy, subject to the County's written approval.
38. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for SPCC.
39. **Maintenance Responsibilities of Lessee, Appearance of Facility:** Lessee shall, at its sole cost and expense, keep and maintain the Pharmacy in a clean and good condition. The provision of janitorial services and all interior maintenance within the Pharmacy are the sole and exclusive

responsibility of the Lessee. Upon failure of the Lessee to maintain the Pharmacy as required in this Paragraph, the Department may, after fifteen days written notice to the Lessee, enter upon the Pharmacy and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute additional rental(s), and shall be billed to and paid by the Lessee.

40. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the SPCC as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.
41. **Payment of Building Services:** Lessee agrees to pay for all charges for utility service used or consumed in or upon the Leased Premises including, but not limited to: electricity, gas, water and sewerage charges. To the extent that such charges are separately measured by metering or otherwise, Lessee agrees to pay the actual cost thereof, without addition or surcharge by the County. To the extent that such charges are not separately metered, Lessee agrees to pay Lessee's pro-rata share thereof. Lessee's pro-rata share for such services shall be computed by multiplying Lessee's share by the total charge for the service attributable to the County's Retail Leased Premises. For services or utilities not used by or provided to all Lessees of the SPCC, Lessee's pro-rata share shall be determined by dividing the charge among those permittees and lessees using the utility or service on the basis of relative area of their charge among those permittees and lessees using the utility or service on the basis of the relative area of their Leased Premises (excluding any storage or service area shown on Exhibit "A"). In the event Lessee uses a disproportionate amount of any utility or service provided under Paragraph 34 and not separately metered, the County shall have the right to engage a registered Professional Engineer to compute Lessee's utility usage, and determine an equitable utility charge to Lessee based upon such usage.
42. **Curtailement or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when

necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by Lessee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of Lessee's obligations hereunder be affected or reduced thereby.

43. **Damages:** Lessee shall repair all damages to the Pharmacy or SPCC caused by the Lessee, its employees, agents, contractors, or independent Lessees.
44. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of the Pharmacy, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Lessee is operating in compliance with the terms and provisions of this Agreement.
45. **Right of Entry:** The County shall have the right to enter upon the Pharmacy at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Pharmacy as the County deems necessary, but the County assumes no obligation to make repairs in the Pharmacy other than those expressly provided for in this Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Pharmacy at reasonable times to show them to actual or prospective mortgagees, operators, or Lessees of SPCC. During the one hundred and

eighty (80) days prior to the expiration of the term of this Agreement, the County may show the Pharmacy to prospective operators. If, during the last ninety (90) days of the term of this Agreement, Lessee shall have removed all or substantially all of Lessee's property there from, the County may immediately enter, alter, renovate, and redecorate the Pharmacy without elimination or abatement of payment or other compensation and such action shall have no effect upon this Agreement.

46. **Damage or Destruction of Premises:** If either the Pharmacy, SPCC, or the building is partially damaged, but not rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of the Lessee's business interruption, shall be made. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Lessee's business interruption a pro-rata adjustment shall be made as to the Guaranteed Monthly Rent.

In the event the said premises are completely destroyed or so damaged that it will remain unusable for more than thirty (30) days, the Lessee and the County shall be under no obligation to repair and reconstruct the premises, and adjustment of the payment payable hereunder shall be proportionately made up to the time of such damage or destruction, and the portion of the Agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly.

47. **County's Repair, Facility Repairs, Alterations and Additions by the County:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee, its employees, agents, or independent Lessees), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Pharmacy and the Common Areas of SPCC. There

shall be no allowance to Lessee for a diminution of monthly guarantee value for interruption of business and no liability on the part of the County by reason of inconvenience, annoyance, or injury to business arising from the County, Lessee or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the Pharmacy or SPCC, or to fixtures, appurtenances, or equipment thereof. The County shall have the absolute right to make repairs, alterations, and additions to any structures and facilities, including the Pharmacy under this Agreement, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with Lessee's operations of the Pharmacy, for short term disruption of one week or less to Lessee's business where adequate accommodations can be made to minimize the inconvenience and injury to Lessee's business. If the Lessee's business is interrupted for more than one week, a pro rata adjustment of the Guaranteed Monthly Rent payable hereunder for the period of such interruption shall be made.

48. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Agreement, there shall be no allowance to Lessee for a diminution of monthly guarantee value and no liability on the part of the County by reason of inconvenience, annoyance or interference with Lessee's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Pharmacy or SPCC, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with Lessee's use of the Pharmacy.
49. **Performance of Obligations:** Lessee covenants at all times during the term of this Agreement to perform promptly all of the obligations of Lessee set forth in this Agreement.
50. **Ingress and Egress:** Subject to rules and regulations, statutes and ordinances, and terms of this Agreement governing the use of the Pharmacy, Lessee, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.

51. Assignment, and Successors in Interest: Lessee shall not assign this Agreement or any portion thereof, nor any property associated with this Agreement without prior written approval of the County. Unapproved assignment shall be grounds for immediate termination of this Agreement. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by the County.
- A. Lessee shall not enter into any sub-agreement for services required to be provided under this Agreement without prior written approval of the County. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any sub-Lessees, including percentage payments on Gross Receipts as defined in this Agreement. Lessee shall be liable for acts and omissions by any sub-Lessee affecting this Agreement. The County reserves the right to require the removal of any sub-Lessee of the Lessee for any cause for which Lessee may be terminated.
- Any sub-agreement for Agreement services must be made available and accounted for through the Lessee so as to provide seamless service to the public as if provided directly by the Lessee.
52. Ownership of Lessee: The ownership of the Lessee is very important to the County. Therefore, the County reserves the right to terminate this Agreement at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County may withhold approval of any proposed new owner for any reason it believes is in the best interests of the public. Lessee agrees to provide on 24-hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. If Lessee's stock is listed on a major stock exchange, Lessee may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.
53. County's Property Insurance: Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Pharmacy which

would increase the fire or other property or casualty insurance rate on the building or buildings in which the Pharmacy is located or the property therein over the rate which would otherwise then be in effect (unless Lessee pays the resulting increased amount of premium as provided under the further terms hereof), or which would result in insurance companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of Lessee, the rate of property insurance on the Pharmacy or SPCC or equipment or other property of the County shall be higher than it otherwise would be, Lessee shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of Lessee, which sum shall be deemed additional payment for purposes of collection only.

54. Lessee's Insurance: The Lessee shall furnish to the Department Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis, including Products and Completed Operations, in an amount not less than \$ 1,000,000 per occurrence for bodily injury and property damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

D. Druggists Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee.

All Insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than Class "V" as to strength, by the latest edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Lessee of any liability and obligation under this section or under any other section of this Agreement.

Award is contingent upon receipt from the Lessee of insurance documents within fifteen (15) calendar days after County Manager or designee approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Lessee shall be verbally notified of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the County. If the Lessee fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after Board of County Commission approval, the Lessee shall be in Default of the contractual terms and condition and award of the contract will be rescinded, unless such time frame for submission has been extended by the County.

The Lessee shall be responsible for assuring that the insurance certificates required in conjunction

with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in this Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

The Department reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. Modification or waiver of any of the aforementioned requirements is subject to approval of the County's Risk Management Division.

55. **Indemnification:** The Lessee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Agreement by the Lessee or its employees, agents, servants, partners principals or subLessees. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
56. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons on the Pharmacy other than the damage or injury solely

caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, Florida Statutes.

57. Termination by County: The occurrence of any of the following may cause this Agreement to be terminated by the County upon the terms and conditions also set forth below:

A. Termination upon written notice by the County:

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee.
- ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by Lessee for the benefit of creditors.
- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County.
- v. The discovery of any misstatement in the Lessee's Proposal leading to award of this Agreement, which in the determination of the County significantly affects the Lessee's qualifications to perform under the Agreement
- vi. Unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the County.
- vii. Failure to cease any activity which may cause limitation of County's use of SPCC.

B. Termination after seven (7) calendar days written notice by the County either by posting on or at the Pharmacy and by certified or registered mail to any known address of Lessee set forth in this Agreement hereof for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Lessee makes the required payment(s), including any late payment charges, during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for Guaranteed Monthly Rent and additional payment and Percentage of Monthly Gross Receipts for the unexpired term of this Agreement.
- ii. Notice of any condition posing a threat to health or safety of the public or patrons and not

remedied within the seven (7) calendar day period from receipt of written notice.

- C. Termination after fourteen (14) days written notice by the County either by posting on or at the Pharmacy or by certified or registered mail to the address of the Lessee set forth in this Agreement:
- i. Non-performance of any covenant of this Agreement other than non-payment of payment or performance fees and others listed in A and B above, and failure of the Lessee to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice.
 - ii. A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County against Lessee.
- D. Revenue Control and Audit Defaults: The inability or failure of the Lessee to provide the County with an unqualified certified statement of Gross Receipts, or to strictly adhere to the revenue control procedures established in this Agreement shall constitute a non-curable default and in such event the County shall have the right to terminate this Agreement upon seven (7) calendar days written notice to the Lessee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the Security Deposit required in this Agreement.
- E. Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has repetitively defaulted (4) four times within a 12 month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default as provided herein above, the Lessee may be determined by the Director of the Department to be an "habitual violator". At the time that such determination is made, the Department shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach (es) or default(s), of whatever nature,

taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, County may terminate this Agreement upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at SPCC, and proceed to remove all its personal property in accordance with this Agreement.

In the event that the County terminates this Agreement by operation of any of the provisions as stated in this Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this Agreement, whereupon the entire balance owed by the Lessee under this Agreement shall become immediately due and payable without further notice or demand.

58. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:
- A. A breach by the County of any of the terms, covenants or conditions contained in this Agreement and the failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Lessee, of the existence of such breach.
 - B. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of SPCC, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.

59. Cessation of Operation: At the expiration or earlier termination of the term of this Agreement, Lessee shall peaceably cease all operations at the Pharmacy and shall ensure the Pharmacy is in as good a condition as the Pharmacy was on the Commencement Date of this Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Pharmacy to the County at the place then fixed for the payment and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Pharmacy. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Pharmacy. Lessee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term of this Agreement.
60. Termination of Contract: Following the termination of this Agreement the Lessee, within fifteen (15) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Agreement. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Agreement. The County shall have the senior interest in the Lessee's personal property. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Pharmacy at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the Lessee except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the

Lessee. Upon the termination of this Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in this Paragraph.

61. **Unauthorized Operations:** If Lessee continued to use and operate the Pharmacy after the expiration of the term of this Agreement, or any option period, without a new Agreement reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, payment in respect to such unauthorized operations), Lessee shall be deemed to be operating and using the Pharmacy only from month-to-month, subject to all covenants, conditions, and agreements of this Agreement. If Lessee fails to surrender the Pharmacy upon the termination of this Agreement, then Lessee, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Lessee on such failure.
62. **Lien:** The County shall have a lien upon all personal property of the Lessee on the Pharmacy to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.
63. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of SPCC for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of SPCC for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. If the County deems the Agreement null and void by function of this Paragraph, the County will not be liable to the Lessee for damages arising there from and the County shall have no further liability under this Agreement.
64. **Non-Discrimination:** Lessee does hereby for itself, its personal representatives, successors in

interest, and assigns, as part of the consideration hereof, covenant and agree that:

- i. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said Pharmacy, except as provided by law.
- ii. That in the construction of any improvements on, over, or under the premises and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.
- iii. That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving Federal Assistance through the County of Health, Education and Welfare - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the Agreement and re-enter and repossess said Pharmacy thereon and hold the same as if said Agreement had never been made or issued. This provision shall not be effective, where applicable, until the procedures of Title 45, Code of Federal Regulations, Part 80, are followed and completed including exercise or expiration of appellate rights.

Lessee shall not discriminate against any employee or applicant for employment in the performance of the contract with respect to hiring, tenure, terms, conditions, or privileges of employment because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin, or ancestry.

65. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any

subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts hereunder by County shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Monthly Rent or additional payment or Percentage of Monthly Gross Receipts. No covenant, term, or condition of this Agreement shall be deemed to have been waived by County, unless such waiver is in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Lessee.

66. Rules and Regulations: The Lessee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to Lessee's operations under this Agreement. Failure to do so will constitute a breach of the Agreement.
67. Notices: Any notices submitted or required by this Lease Agreement shall be sent by registered or certified mail (or email or fax if provided below, with a hardcopy to the address below) addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party.

1. To the County:

- a) To the Project Manager (to mean the County Manager or the duly authorized representative designated to manage the Project):
Miami-Dade County
General Services Administration
111 NW 1st Street, Suite 2460
Miami, Florida 33128
Attn: Director
Phone: (305) 375-2495
Fax: (305) 375-4968

And

- b) To the Contract Manager (to mean Miami-Dade County's Director, Department of

Procurement Management, or the duly authorized representative designated to manage the Contract):

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

2. To the Lessee:

RDS Pharmacy Management, Inc. d/b/a/ Roberts Drug Store #4
111 N.W. 1st Street
Miami, FL 33128
Attention: Mr. Aiman I. Aryan
Phone: (305) 374-5120
Fax: (305) 374-5150
Email: aiman@robertsrx.com

or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The County may alternatively provide notice by posting written notice on or at the Pharmacy. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, that notice will have the effect of being constructively received by the recipient.

68. Authority Of The County's Project Manager

- a) The Lessee hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Lessee shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Lessee agrees with the Project Manager's determination or

order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Lessee must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Lessee and the Project Manager are unable to resolve their difference, the Lessee may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Lessee's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Lessee to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be

fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Lessee. Except as such remedies may be limited or waived elsewhere in the Agreement, Lessee reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

69. **Interpretations:** This Agreement and the appendixes and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized by both parties and executed. This Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. The Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by laws of the State of Florida.
70. **Rights Reserved to County:** All rights not specifically granted to the Lessee by this Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.
71. **Entirety of Agreement:** The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
72. **Headings:** The headings of the various Paragraphs and Sections of this Agreement, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
73. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement.

74. No Partnership or Agency: The County and the Lessee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Agreement does not constitute and shall not be represented to constitute a partnership between the County and the Lessee.
75. Choice of Venue: Any litigation between the County and the Lessee relating in any way to this Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida.
76. Audits: The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.
77. Inspector General Reviews:

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Lessee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Lessee's prices and any

changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Lessee, its officers, agents, employees, subLessees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Lessee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Lessee or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Lessee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (i) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted

Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Lessee to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

79. **Survival:** The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

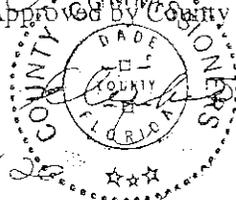
Lessee

Miami-Dade County

By: [Signature]
 Name: Aiman Argan
 Title: President
 Date: 3-18-2009
 Attest: _____
 Corporate Secretary

By: [Signature] for George H. Burgess
 Name: George H. Burgess
 Title: Deputy Director
 Date: 6/2/09

Form and Legal Sufficiency

[Signature]
 Approved by County Attorney as to

[Signature]

Ann Condon
 Notary Public State of Florida
 Ann Condon
 My Commission DD758094
 Expires 03/20/2012

305-679-5420

Hudson, Celia (ISD)

From: Hudson, Celia (ISD)
Sent: Friday, December 04, 2015 6:19 PM
To: Mekin, Cristine (FIN)
Cc: Clark, Tekeia (ISD) /tks@miamidade.gov
Subject: Robert's Drug Store (RDS Pharmacy d/b/a/ Robert's Drug Store #4)
Attachments: INVOICE 12000841 & SUPPORT, US DISTRICT COURT PRELIMINARY ORDER & JUDGMENT ; CONTRACT RFP 606 - 1; CONTRACT RFP 606 - 2; CONTRACT RFP 606 - 3

Good afternoon Christina,
We are forwarding the below account to you for your assistance in collecting the \$59,131.45 due to Miami-Dade County from Robert's Drugs Store (RDS Pharmacy d/b/a/ Robert's Drug Store #4). The invoice, aging report, lease and other related documents are attached.

Client Description	Service Description	Invoice No.	Invoice Dates	Amounts
Robert's Drug Store	Base Rent and Accelerated Rent (less the Security Deposit)	12000841	5/16/2012	\$59,131.45

-In 2009, Resolution No. R-503-09 authorized a lease agreement with RDS Pharmacy Management, Inc. d/b/a Robert's Drug Store #4 for the operation of a full service pharmacy. In October 2011, the principal of the company was arrested for Medicare fraud. The pharmacy was immediately closed. However, the portion of the store that sold over the counter medications and other sundry items remained open.

In March 2012, the principal of the company pleaded guilty and a decision was made to terminate the Lease Agreement. On May 1, 2012, the tenant was sent a Notice of Termination. At the time of termination, the tenant was current in rent payments; however, the lease stated that the County had the right to accelerate the rent due for the remainder of the lease term if the lease was terminated prior to the expiration date. The tenant was billed \$56,181.45, which represented the amount of the accelerated rent. Payment was never received.

ISD Real Estate Development Division staff consulted with the County Attorney's Office on this matter and they confirmed that the principal was in jail for Medicare fraud and that the Federal Government had seized the tenant's bank accounts and issued a judgment against him in the amount of \$40 million, making it nearly impossible for the County to collect this debt. The corporation was dissolved in September 2012. The County has retained the security deposit in the amount of \$7,050.00.

ISD had not forwarded this account previously to Finance Credit and Collection due to the pending litigation and later the notice from the County Attorney's Office advising of the \$40 million judgment and doubtful collection of funds due. Following recent consultation with Sandra Bridgeman, then Finance Dept. Controller, concluded that we should forward this doubtful account to your office.

The contact information available from the files are:

Contact Names

Marilyn Bello

Aiman Izzedin Aryan

Attachment G

Memorandum



Date: July 17, 2013

To: Edward Marquez
Deputy Mayor

From: Lester Sora, Director
Internal Services Department *[Signature]*

Subject: Request for Approval of Memorandum of Understanding
between the Internal Services Department and the
Finance Department, Credit and Collection Section

Attached for your review and approval is a Memorandum of Understanding (MOU) between the Internal Services Department (ISD) and the Finance Department, Credit and Collection Section (FDCCS). The FDCCS will handle collection of outstanding debts from non-County agencies, vendors and contractors. The MOU outlines the manner in which outstanding debts will be referred to FDCCS by ISD and how reporting and collection processes will be handled. The MOU will be valid for FY 2012-13 and will automatically renew annually unless either party provides a sixty (60) day written notice of termination.

The MOU was developed in conjunction with Dennise Suarez, Executive Assistant to the Finance Director and Christina Mekin, Finance Credit and Collection Manager.

If you have any questions, please do not hesitate to contact me at 305-375-2363.

*-per Dennise Suarez, this is the standard fare and
Christina Mekin from Credit and Collections said she agreed to
the terms*

VM-

Attachment H

SAMPLE AUDIT CLAUSES

1.

Tenant shall have the right, at its own expense, to inspect, review, and/or otherwise audit the books and records of the Landlord pertaining to Operating Expenses. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, from time to time, the most current audited or unaudited financial statements for Operating Expenses prepared in accordance with generally acceptable accounting principles, certified by the Landlord and/or an independent auditor to be true and correct, reflecting the Landlord's then current financial statement with respect to the Premises (Tenant reserves the right to obtain audited financial statements if the Tenant specifically requests and requires such information, and agrees to pay for the cost associated to secure such information, so long as the Tenant does not otherwise have, or is required to have audited financial statements or records). In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Operating Expenses, and Landlord agrees with such determination, then the amount of such adjustment shall immediately be payable by Landlord to the Tenant. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Operating Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the Operating Expenses. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Operating Expenses for the Premises shall be conclusive.

2.

The parties hereby agree that the Landlord shall have the right, at anytime during the Term, and for two (2) years thereafter, to review or otherwise audit the books and records of the Tenant, at the offices of the Landlord or Tenant, to ascertain the validity of the Participation Rent Payments made by the Tenant to the Landlord. In performing such audit, the Landlord shall have the right to utilize its own staff, and/or a licensed certified public accountant, and should it be determined by the results of the audit that the Tenant underpaid the Landlord, then not only shall the Tenant be required to immediately (within thirty (30) days) deliver such amount to the Landlord, with interest, at the greatest amount permitted by law, the Tenant shall be liable to the Landlord for the full cost and expenses associated with such audit, along with a penalty of twenty (20%) percent of the unpaid amount. Further, as a result of the Landlord's right to audit the Tenant's books and records, the Tenant shall always keep and maintain no less than the last ten (10) years' of its books and records, for the Landlord's right to audit such documents.