Memorandum

MIAMI-DADE COUNTY

Date:	November 8, 2012
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Funders' Network Local Sustainability Matching Fund Grant and related Lease Agreement

Agenda Item No. 8(M)(6)

RECOMMENDATION

With respect to a grant from the Funders' Network for Smart Growth and Livable Communities for a project to be carried out by Miami-Dade County, the Health Foundation of South Florida, Inc. and In Our Backyards, Inc., it is recommended that the Board of County Commissioners (Board) approve and authorize the execution of a lease agreement between Miami-Dade County and In Our Backyards, Inc., a non-profit corporation, for use of an office cubicle in the Stephen P. Clark Government Center for a term of one year for a nominal charge ($1.00), with an option to renew for an additional two years, and authorize the Mayor or Mayor's designee to exercise the provisions contained within this lease agreement. It is also recommended that the Board authorize the execution of such contracts, agreements, memoranda of understanding, and amendments thereto to achieve the purposes of the grant, after approval by the County Attorney's Office for form and legal sufficiency; authorize the Mayor or Mayor's designee to apply for, receive, and expend additional grant funds that may become available during the term of the grant; and retroactively approve the application for the grant from the Funders' Network for Smart Growth and Livable Communities.

SCOPE

The impact of this item will be countywide. The "Catalyzing Healthy Green Communities in Miami-Dade" grant project will be implemented in partnership with two nonprofit organizations, the Health Foundation of South Florida, Inc. and In Our Backyard, Inc.. Grant funds will be used to jumpstart community-led, community-funded initiatives with an urban agriculture and health focus that support GreenPrint, our community's sustainability plan. Through this grant, the In Our Backyards, Inc. model will be implemented locally. The model consists of a technology platform/website for residents to showcase their own sustainability projects and raise money, recruit volunteers, and organize workdays for these projects. Participants will also be able to use the platform to share new solutions to community challenges related to sustainability and urban revitalization projects. This initiative addresses the healthy eating and healthy community goals of all partners, as well as moves components of GreenPrint forward.

FISCAL IMPACT/FUNDING SOURCE

Miami-Dade County will not receive direct funding through the grant, and funding will be provided by the Health Foundation of South Florida to In Our Backyards, Inc. for implementation. Part of the strategy to win the grant included an in-kind match from Miami-Dade County to support In Our Backyards, Inc.'s efforts to promote community-led environmental and sustainability initiatives in Miami-Dade County. The County's in-kind support for the project is valued at $8,760 and includes: (a) Provision of one standard office cubicle, furniture, and associated utilities (electricity and water) for one year (valued at

$3,400); (b) Website Promotional/Marketing (valued at $2,000); and (c) Staff time needed to ensure successful project implementation (valued at $3,360).

TRACK RECORD/MONITOR
Nichole Hefty of the Office of Sustainability (OOS), in the Planning Division of the Department of Regulatory and Economic Resources, will coordinate partnership tasks assigned to the County.

BACKGROUND
The Local Sustainability Matching Fund (LSMF) is a collaborative effort of the Funders' Network for Smart Growth and Livable Communities, and the Urban Sustainability Directors Network. Local Sustainability Matching Fund was designed to catalyze partnerships between local governments and local, place-based foundations and to advance community-based sustainability initiatives. The County was one of five communities to be awarded a grant by the Local Sustainability Matching Fund.

The project is a cooperative effort between Miami-Dade County, the nonprofit Health Foundation of South Florida, Inc. and In Our Backyards, Inc., an environmental nonprofit organization. All grant funds ($65,000) will be provided to the Health Foundation of South Florida which will serve as the fiscal manager. The Health Foundation of South Florida is also providing a $75,000 cash match for the project, to be provided to In Our Backyards, Inc. for program implementation. As the implementing partner, In Our Backyards, Inc. will receive 100 percent of the grant award and matching funds for project implementation. In addition, In Our Backyards, Inc. will be contributing approximately $45,000 in cash to the project. The County will provide project support and guidance as well as an in-kind match of staff time and office space valued at $8,760.

The project will catalyze community-led, community-funded, healthy, environmental initiatives with an urban agriculture and health focus that support GreenPrint, Miami-Dade County's sustainability plan. GreenPrint includes 137 sustainability initiatives spanning seven goal areas. To be successful, this community-wide plan requires residents and community groups, both formal and informal, to implement grassroots sustainability and urban revitalization projects.

The project will provide our Miami-Dade County residents with an online microphilanthropic venue to encourage local civic action among neighbors to implement local environmental/sustainability initiatives as detailed above. Goals for replicating the In Our Backyards, Inc. model in Miami-Dade are:

- To direct an untapped, new source of funding and volunteers to citizen-driven projects that meet the objectives of GreenPrint;
- To establish partnerships with community foundations, such as the Health Foundation of South Florida, to work toward common sustainability goals;
- To support and establish a link between project partners and the urban grassroots environmental movement in Miami-Dade;

- To strengthen the capacity of grassroots environmental organizations and leaders and bring meaningful opportunities for civic participation and environmental philanthropy;
- To promote direct engagement with local sustainability projects as a way to gain environmental knowledge and to stitch together the stories of innovation, change and community-building into a larger narrative on the importance of addressing global environmental challenges;
- To facilitate the establishment of a Miami-based In Our Backyards, Inc. office that is self-sustaining (independent of Miami-Dade County government) that can work toward the above goals beyond the term of initial grant funding.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.8(M)(6)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(M)(6)

11-8-12

RESOLUTION NO. _____

RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND IN OUR BACKYARDS, INC., A NON-PROFIT CORPORATION, FOR OFFICE SPACE IN THE STEPHEN P. CLARK GOVERNMENT CENTER LOCATED AT 111 NW 1ST STREET, MIAMI, FOR A TERM OF ONE YEAR WITH AN OPTION TO RENEW; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE PROVISIONS CONTAINED THEREIN; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING AND AMENDMENTS THERETO TO ACHIEVE PURPOSES OF GRANT; AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL GRANT FUNDS; AND RETROACTIVELY APPROVING THE MAYOR OR MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR GRANT FROM FUNDERS' NETWORK FOR SMART GROWTH AND LIVABLE COMMUNITIES

WHEREAS, the Funders' Network for Smart Growth and Livable Communities offers grants through its Local Sustainability Matching Fund Program; and

WHEREAS, the Health Foundation of South Florida, Inc. is a non-profit corporation which has a priority area called Healthy Eating Active Communities; and

WHEREAS, In Our Backyards, Inc. is a non-profit corporation which has a web-based platform which allows community leaders to address local environmental problems and may catalyze citizen-led "bottom-up" projects; and

WHEREAS, the Funders' Network Local Sustainability Matching Fund Program could enable Miami-Dade County, together with the Health Foundation of South Florida and In Our Backyards, Inc., to carry out a joint project called "Catalyzing Healthy Green Communities in

Miami-Dade" which is designed to jumpstart community-led and community-funded initiatives that focus on urban agriculture and health; and

WHEREAS, as part of the "Catalyzing Healthy Green Communities in Miami-Dade" project, In Our Backyards, Inc., will recruit, hire, and train a full-time staff person to operate an In Our Backyards, Inc. office in Miami-Dade Country, which would recruit, support and track citizen-led, neighbor-funded environmental projects in Miami-Dade County; and

WHEREAS, as part of the "Catalyzing Healthy Green Communities in Miami-Dade" project, In Our Backyards, Inc. would also develop the workplan for that office; support it with programmatic tools and educational information; direct local marketing efforts; fundraise; produce all outcome reports; and contribute at least $45,000 towards the project; and

WHEREAS, as part of "Catalyzing Healthy Green Communities in Miami-Dade" project, the Health Foundation of South Florida, Inc. will contribute $75,000 to In Our Backyards, Inc. for the project and, among other things, provide technical expertise and assistance, and promote the project through its network of providers and partners; and

WHEREAS, as part of the "Catalyzing Healthy Green Communities in Miami-Dade" project, Miami-Dade County would provide in-kind support in the form of staff time from the County's Office of Sustainability for internet-based promotional and marketing work, as well as assistance to ensure that the project is successfully implemented, and free office space, consisting of one office cubicle, utilities, and phone in the Stephen P. Clark Government Center, to one representative of In Our Backyards, Inc., for a term of one year with an option to renew for two more years, as outlined in the attached Lease; and

WHEREAS, the representative of In Our Backyards, Inc. would use said office space in furtherance of the "Catalyzing Healthy Green Communities in Miami-Dade" project; and

WHEREAS, the County is satisfied that In Our Backyards, Inc. does require the County-owned space for such use, and the space is not otherwise needed for County purposes; and

WHEREAS, this Board wishes to lease to In Our Backyards, Inc. the office space for a term of one year for the nominal value of one dollar ($1.00) in connection with "Catalyzing Healthy Green Communities in Miami-Dade" project,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Lease between Miami-Dade County and In Our Backyards, Inc. for premises located at the Stephen P. Clark Government Center to be utilized by a representative of In Our Backyards, Inc. at the nominal rent of one dollar ($1.00) for the one year term of the Lease, with an option to renew for two more years, all in substantially the form attached hereto and made a part hereof by reference. This Board hereby authorizes the County Mayor or Mayor's designee to execute the same for and on behalf of Miami-Dade County and to exercise any cancellation provisions and all other rights conferred therein.

Section 3. This Board hereby authorizes the County Mayor or Mayor's designee to execute such contracts, agreements, memoranda of understanding, and amendments thereto to achieve purposes of the Local Sustainability Matching Funds grant, after approval from the County Attorney's Office for form and legal sufficiency.

Section 4. This Board hereby retroactively approves the County Mayor or Mayor's designee's action in applying to the Funders' Network for Smart Growth and Livable Communities for a grant through its Local Sustainability Matching Funds program; and the

Board hereby authorizes the Mayor or Mayor's designee to apply for, receive, and expend additional grant funds that may become available during the term of the grant.

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

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Abbie Schwaderer-Raurell

Catalyzing Healthy Green Communities in Miami-Dade
Proposal for Funders' Network Local Sustainability Matching Fund (LSMF)

2. Proposal Narrative

a. Background rationale for project:

Miami-Dade County (MDC) is a recognized leader on issues related to sustainability, and has been tackling topics like climate change, energy efficiency, water conservation, green building and recycling for many years. MDC's Board of County Commissioners has made serious commitments to lead our community toward sustainability, taking over 100 sustainability-related board actions. In December 2010, MDC released GreenPrint (http://www.miamidade.gov/greenprint/), our first sustainability plan, an effort led by the County's Office of Sustainability (OOS). GreenPrint (GP) includes 137 sustainability initiatives spanning seven goal areas: *Leadership, Connections, and Commitment; Water and Energy Efficiency; Our Environment; Responsible Land Use and Smart Transportation; Vibrant Economy; Healthy Communities*; and *Climate Change*. While GP serves as an umbrella plan or framework that embraces and advances our Comprehensive Development Master Plan and other County master plans, it is not an MDC government plan, but a community-wide plan developed by our residents, organizations, and businesses. Many of GreenPrint's initiatives are policy-based and must be implemented by various government entities (top down); however, many require citizen-led action (bottom up).

Until connections made by virtue of the LSMF grant opportunity, OOS and our local foundation partner, Health Foundation of South Florida (HFSF) were unaware of each other, despite the fact that HFSF has significant interest and historical investments in sustainability initiatives. In particular, HFSF has its own priority area called *Healthy Eating Active Communities* which aligns with GP's *Healthy Communities* goal area. Under the *Healthy Eating Active Communities* area, HFSF has committed to building healthy communities by supporting projects that increase access to healthy foods and physical activity opportunities through policy, environmental, and system changes. HFSF has assisted in the establishment of farmers markets, community gardens, and urban agriculture in underserved communities, supported park improvements such as walking/bike trails, and worked to change local zoning to allow for urban agriculture opportunities. Since 2008, 28 organizations have received $2 million in grants in HFSF's *Healthy Eating, Active Communities* area. After announcement of the LSMF opportunity, both OOS and HFSF identified a mutual need for new funding streams and partnerships to execute grassroots (bottom up) sustainability and urban revitalization projects that can address goals for both partners and move components of GreenPrint forward. However, Miami-Dade County currently lacks sufficient avenues that enable formal and informal community groups to implement these types of projects.

Serendipitously, OOS and HFSF have found an innovative non-profit partner called ioby with a replicable model that can catalyze these much needed "bottom up" projects. ioby stands for "in our backyards" and the belief that environmental knowledge, innovation, action and service begin and thrive at the neighborhood level. ioby connects people to citizen-led environmental projects in their own neighborhood through a cutting edge, crowd-resourcing web platform, ioby.org. ioby is the only online micro-philanthropic initiative that encourages local civic environmental action among neighbors. On ioby.org, any project leader with an idea for environmental change in their neighborhood that meets pre-established criteria can create a webpage of their own on which to showcase their grassroots environmental project, solicit and accept tax-deductible donations, and recruit volunteers. The ioby website also allows users to share ideas and new solutions to challenges with a likeminded community. Average project budgets are small scale – typically $3,000 or less – allowing project leaders to address local, tangible and solvable environmental issues and get things done! ioby most directly serves small nonprofits, community organizations, social services organizations, early stage organizations and unincorporated neighborhood groups and civic leaders. Of all ioby projects in 2011, 75% were volunteer-led, 65% were not incorporated, and, of those, ioby fiscally sponsored 90%. While ioby projects are community-driven and quite varied, over 65% of the ioby New York projects can be categorized as relating to urban agriculture and over half (50%) have some type of health benefit. Since there is such synchronicity between the types of projects that ioby supports, GP's *Healthy Communities* goal area, and HFSF's *Healthy Eating, Active Communities* priority area, all partners agree that our project is an ideal collaboration.

b. Project goals/purpose

While each partner has individual reasons for supporting this project, our shared long-term goals are:

- To tap, pool, and direct new sources of philanthropy to broad-based citizen-driven projects that meet the objectives of GP, in particular those promoting urban agriculture, healthy food choices/eating habits, and active lifestyles (those in GP's *Healthy Communities* goal area) during year one of the ioby replication;
- To establish and foster a vibrant, strategic partnership between MDC's Office of Sustainability and the Health Foundation of South Florida in order to work toward common goals that promote sustainability in our diverse community (see also item 2(h)vii);
- To establish and support an independent self-sustaining Miami-based office for ioby in order to continue the meaningful and effective partnership with OOS and HFSF beyond the term of initial grant funding;
- To establish and support connections between project partners and urban grassroots environmental groups and leaders in Miami-Dade County

Additionally, through its partnership with the HFSF, the OOS hopes to highlight the importance of GreenPrint and associated local initiatives to other foundations and members of the philanthropic community, with the hope that this will lead to increased "buy in" (literally and figuratively).

Short-term goals for the year one of the project involve successful replication of the ioby model. The ioby service design has two main goals, each associated with a set of objectives and evaluative, measurable indicators. Briefly, the model aims to: (1) support the capacity of grassroots environmental groups and leaders in urban areas and (2) promote direct engagement with local projects as a way to gain environmental knowledge. The first goal is focused on grassroots groups that need support and the second on people looking for opportunities to get involved. ioby's platform connects these people and leverages the resources of the latter to the former. ioby also highlights successful projects so that donors and volunteers can follow the impact of their support.

To achieve goal one, ioby provides the tools of micro philanthropy and digital media in an online platform to under-resourced grassroots leaders working for positive environmental change in their neighborhoods. ioby provides many services to community leaders, but the most critical are the ioby workshops and trainings on online grassroots fundraising, non-profit incorporation, digital storytelling, community organizing, and project planning. It's important to remember that many ioby project leaders are first-time fundraisers and first-time organizers. For many, this is their first time writing a budget of any kind. These skill-building workshops are about building a new constituency of environmental stewards for Miami-Dade.

To achieve goal two, ioby moves people who care about the environment and their neighborhoods to action by encouraging opportunities for small-scale charitable giving and community service. This achieves several outcomes. First, it encourages civic engagement. Second, it makes the concept of the environment local, tangible, approachable and solvable. Third, unlike the purchase of a green product that leads to green consumerism, this type of action creates environmental stewardship in our own community. We believe this type of direct local engagement can be the lens through which citizens understand other larger environmental issues. Finally, it builds a new force in philanthropic giving, thereby increasing access to resources in our underserved neighborhoods. For this project, we want to leverage philanthropic dollars to build an active citizenry that supports GreenPrint through micro-donations and community service.

c. Detailed work plan that describes project activities, deliverables, and timeline

How ioby specifically works: When a person or organization applies to post a project on ioby, staff ensures that it meets prescribed criteria (ioby.org/criteria). Groups and individuals who meet ioby's criteria can apply to get free access to a project profile page where they post updates, share text, photos and videos of their work in a blog format, and access online tools to organize volunteers, connect to major social media channels and, most importantly, raise money. ioby helps project leaders develop a budget, an online fundraising campaign, and a local base of micro-donors to support projects. Donations are sometimes matched, dollar-for-dollar, if matching funds are available. When enough donations have been made and the project budget is fully funded, ioby retains an 8% fee to cover transaction costs and disburses the remaining amount. ioby disburses funds to 501(c)3 organizations only. If a project leader does not have a fiscal agent, ioby acts as the fiscal agent of that project. In this case, ioby handles all purchasing and pays invoices for the project's budget. ioby works with

local businesses (i.e., hardware stores, nurseries and farmers markets) to get discounts for ioby project leaders. This has the added benefit of supporting local economies and small businesses, another key aspect of sustainability. In addition to one-on-one technical assistance, ioby also provides workshops and trainings on fundraising, community organizing and project planning.

The strategy employed by ioby in New York City has proven that with the right initial organizing and approach, ioby can quickly become a valuable member of the local environmental movement. Replicating this approach in Miami-Dade County will involve applying the most effective steps taken in NYC, while taking into account the importance of the local context and leveraging relationships with stakeholders connected to the HFSF and MDC. Miami-Dade County will receive replication of the full suite of services detailed above that are core to ioby's work: free fiscal sponsorship as necessary for local projects, one-on-one technical assistance for clients with projects, on-the-ground identification and articulation of local community needs, and in-person workshops in grassroots fundraising, project planning, and community organizing. The optional matching fund has been incorporated into our proposal to provide additional encouragement to neighborhood leaders and spur micro donations. Our project timeline for replication is as follows:

- Research & scoping (May/June)
- Tech & admin planning (May-Aug)
- Hiring process (late July-Sept)
- Employee Training (Sept -- 2 weeks)
- Workplan development (Sept -- 2 weeks)
- Partnership building (Oct)
- Soft project recruiting (Oct)
- Event 1 (gathering) (Nov)
- Launch w/ Marketing (Nov)
- Capacity Building Workshops (Nov onward)
- Event 2 (matching campaign) (Feb 2013)
- Event 3 (celebration) (Feb/March 2013)
- Event 4 (matching campaign) (April 2013)
- Event 5 (intellectual/coalition building) (May 2013)

Our first deliverables will be to (1) establish an ioby office in Miami-Dade and (2) hire an ioby staff person to manage the local office. During the course of this grant, we expect ioby to (3) raise a minimum $50,000 in citizen philanthropic micro-donations made online. Assuming average project budgets of about $1,500 and strategic and efficient deployment of the matching fund, we expect (4) full funding of approximately 33 neighborhood projects during the course of year one. In addition, ioby will (5) organize five events involving donors and/or project leaders and volunteers as well as (6) provide a minimum of 6 capacity building workshops for ioby project leaders.

d. Intended outcomes and impacts

Broadly, we expect to see the following social and environmental outcomes and impacts as a result of our work: more local environmental action; higher civic engagement as seen by participation rates in grassroots work; tangible, visible local environmental change in diverse Miami-Dade County neighborhoods; higher visibility and stronger partnerships for grassroots work, and stronger organizational capacity through our skill-building efforts. Specifically, we expect to see program performance indicators show us that our work is successful and having the desired impact. To prove that we are meeting the needs of grassroots groups, we expect to see increasing rates of projects posted on ioby's website; increased number of projects from new organizations and individuals; successful funding of projects through micro donations; increased diversity in project scope, geography, and size; increased diversity among those who apply to post projects; and increased use of online toolsets and reliance on crowd-sourced information.

As ioby creates a service design that meets local donor and volunteer needs, it will help build a new force in philanthropic giving. This will increase access to resources in underserved neighborhoods. In later months of the project period we expect to see an increase in new donors, donation size and frequency, new volunteers

recruited, repeat donors/volunteers, friend-to-friend recruits, collaboration among groups, first-time participants in projects, and deeper engagement after initial donor/volunteer experience. We also expect to see beneficial trends in ioby's online environmental indicators (such as reduced emissions, increased play hours, increase in trees planted, and increased access to healthy foods, etc.). We also anticipate increased website traffic and media coverage, click-through rates, views, and completed donor transactions. Perhaps of greatest impact, through direct local environmental stewardship, we hope to foster and increase the fundamental connection to larger environmental issues and advance the viewpoint that environmental problems are solvable.

e. Plans for evaluating success and tracking/demonstrating impact

ioby's website has the technical infrastructure (robust CRM integrated with analytics, email marketing, and online fundraising/organizing tools) designed to measure a variety of performance indicators, most of which become infographics shared on ioby.org to demonstrate impact to all platform users. For example, donation data helps ioby modify posted gift sizes (e.g., "Most Miami residents give $40 to new green projects") and improve click-through and the number of donor transactions completed. ioby data can help all project partners discover trends and share new ideas, innovations and best practices. Specifically, the following program performance indicators will be monitored to measure success: number of projects posted on ioby; number of projects from new organizations and individuals; number of funded projects; diversity in project scope, geography and size; diversity among those who apply to post projects (language, geography, income, education, 501(c)3 status); collaboration among groups; use of online toolsets; reliance on crowd-sourced information; donor transaction rates; site traffic; media coverage; click-through rates; and views. Environmental impact indicators will also be tracked such as number of gardens established, number of trees planted, number of pedestrian trails created, etc. In addition, ioby also uses interviews and surveys to track the results of completed projects. ioby relies on self-reported environmental and social impacts of projects provided in the application and exit interview. Upon funds disbursement, groups sign an agreement to provide updates on the project's progress and describe outcomes. These reports provide qualitative results data.

On the County side, the Office of Sustainability is responsible for tracking the status of GreenPrint initiatives. OOS reports on project lead and partners, cost and funding sources, the status of legislative action if required, milestones toward implementing the initiative, the emissions impact, and performance indicators and targets. Thus, we will be working closely with HFSF and ioby to establish and monitor additional metrics, if necessary, to help assess the contribution of ioby projects to achievement of GreenPrint initiatives.

f. Key staff or implementation partners

As the primary implementation partner, ioby HQ staff will recruit, hire, and train the Miami-Dade ioby staff person; develop the workplan of the MDC office, support the MDC office with programmatic tools and educational information, direct local marketing efforts, fundraise to support the local office's operating costs for year two, and produce all outcome reports. ioby HQ staff includes:

- **Erin Barnes** - ioby Executive Director & Co-Founder: Erin has worked as a freelance writer and editor focusing on environmental topics, conducted field research on socio-economic values of water in Nicaragua and the Bolivian and Brazilian Amazon, and worked as a community organizer and public information officer at the Save Our Wild Salmon Coalition in Portland, Oregon. She has a B.A. in English and American Studies from the University of Virginia and a Master of Environmental Management from the Yale School of Forestry & Environmental Studies. Erin has served on the Board of Directors for the Manhattan Land Trust since 2010.
- **Brandon Whitney** - ioby COO & Co-founder: Brandon's experience spans conservation science, community-based development, civic engagement and academia in rural and urban contexts in the US and abroad. Brandon has helped develop research programs on climate change, global water issues, and extreme poverty at the Columbia University Earth Institute, consulted on inquiry-based environmental curricula for the Center for Environmental Research and Conservation, and fostered urban environmental stewardship at the Urban Resources Initiative. Brandon holds undergraduate degrees in Biology and Political Science from NC State University and a Master of Environmental Science from Yale University.
- **Helen Ho** - ioby Neighborhood Outreach & Project Support Manager: Helen is an environmental advocate, and sustainability thought leader. Before joining ioby in 2011, Helen worked with non-profit organizations such as Recycle-A-Bicycle, where she led fundraising efforts, and Transportation Alternatives, where she

founded and organized the Tour de Queens. Helen has also run political campaigns, worked on childhood obesity prevention, and led outreach at the NYC Department of Parks & Recreation. Helen holds a B.S. from SUNY Geneseo and a Masters in Urban Planning from Hunter College.

MDC OOS and HFSF staff will help ensure the success of our joint project. For this reason, we have provided information about OOS and HFSF staff below:

- **Janisse Rosario-Schoepp** - Health Foundation of South Florida, Sr. Program Officer/Director of Research & Policy: Janisse's works on strategic planning, program development, grants, research, and public policy. She oversees the Healthy Eating Active Communities Priority Area of the Foundation's grant making program and is a member of MDC's District School Wellness Committee and Vice-Chair of the Health Promotion and Disease Prevention Committee of the Consortium for a Healthier Miami-Dade. Janisse earned a Masters of Public Health at Florida International University and is working on her Doctorate.
- **Nichole L. Hefty** - Manager, Miami-Dade County Office of Sustainability: Nichole has worked for MDC since 1989, largely managing the County's Pollution Prevention Program and later the Climate Change Program. Her responsibilities included coordinating and facilitating implementation of internal and community-wide climate change mitigation and adaptation initiatives, and aligning them with regional, state, and federal resources and priorities. She is currently serving on the Steering Committee of the SE Florida Regional Climate Compact, a groundbreaking regional collaboration of four SE Florida counties focused on climate change issues, policies, and strategies for the SE Florida region.

g. Link to officially adopted local sustainability plan (or PDF attachment)
Our community-wide sustainability plan is GreenPrint: http://www.miamidade.gov/greenprint/ and the link to the *Healthy Communities* Goal area is http://www.miamidade.gov/greenprint/communities.html.

h. Information on how the project addresses key selection criteria
i. How project advances key aspect of officially adopted local sustainability plan
As described above, many of GreenPrint's initiatives require "bottom up" citizen-led action. However, MDC citizens/small organizations currently lack sufficient avenues to execute grassroots sustainability projects needed to move GreenPrint forward. Our local community groups and environmental leaders need new funding streams and partnerships to enable them to implement these types of projects. Our proposal, to replicate the ioby model in Miami-Dade by focusing on the GP *Healthy Communities* goal area for the first year, will facilitate these much needed grassroots environmental projects with measurable results.

While ioby supports all projects from anywhere in the U.S. that meet their criteria, in order to advance key aspects of GreenPrint as required by this grant opportunity, ioby's dedicated staff person and operations on the ground in Miami-Dade will be dedicated to recruiting solely those projects that support GreenPrint. Specific project criteria will be customized around GreenPrint initiatives, largely from the *Healthy Communities* goal area, which also aligns perfectly with the Health Foundation of South Florida's *Healthy Eating, Active Communities* priority area. Projects will be targeted that focus on urban agriculture, healthy food choices and eating habits, and promoting an active lifestyle. (We will also include those GP initiatives that fit in with the *Healthy Communities* theme, but were placed in other GreenPrint goal areas.) Thus, potential local grassroots projects funded by this partnership may include those that:

- Foster urban agriculture by creating a working group for sustainable food initiatives (GP Initiative #122)
- Turn un-buildable sites close to schools/places of worship into community gardens (GP Initiative #124)
- Promote community health through biking activities such as city "bike days" (GP Initiative #113)
- Encourage community health via non-motorized multi-use trails for residents to use (GP Initiative # 77)
- Engage residents in residential composting projects (GP Initiatives #122 and #49)
- Facilitate outdoor activity through urban reforestation partnerships (GP Initiative #119)
- Establish additional open space and recreation areas that encourage physical activity (GP Initiative #70)
- Support local/organic agriculture by connecting growers with local users (GP Initiative #123)
- Identify barriers to mobility for disabled and elderly residents (GP Initiative #118)
- Convert distressed commercial property into urban parks (redfields to greenfields, GP Initiative #72)

Based on ioby's work in New York thus far, ioby projects have typically focused on activities or improvements involving community spaces like gardens, urban farms, and plazas, parks, waterfronts and waterways where community members can get outside and be more physically active. These are exactly the kinds of projects that are compatible with the GreenPrint *Healthy Communities* goal area.

ii. Description of proposal collaboration between local sustainability director and local foundation
The Health Foundation of South Florida has a vested interest in the success of this project because it aligns so well with one of its own priority areas and helps foster newly established relationships that significantly benefit the Foundation. HFSF and MDC staffs have been working diligently together to craft a proposal that addresses all the partners' needs as well as the community's desires as articulated through GreenPrint. HFSF independently reviewed collateral documents such as GreenPrint and MDC's Comprehensive Development Master Plan and shared HFSF information to discern areas of common interest and inform development of the application. Both OOS and HFSF extensively reviewed ioby-related materials to develop project strategies and engaged in multiple lengthy phone meetings with ioby. All parties prepared portions of the narrative and carefully reviewed and edited different iterations of the proposal. Upon award, HFSF will continue to be involved in the project by assisting the County and ioby with the recruitment of a suitable staff member to manage ioby's Miami-Dade office, participate in the development of project criteria, provide technical assistance and expertise as needed, and serve as fiscal agent for the grant award. Both HFSF and OOS will promote the project through their extensive networks of providers and partners.

iii. Evidence of thoughtful and pragmatic work plan with means to demonstrate impact
This project is thoughtful and pragmatic, as evidenced by successful implementation in New York. ioby's micro-philanthropic model is based largely on that of two highly successful organizations, Donor's Choice and Kiva. In the last ten years, Donors Choose has directed more than $104 million to 251,000 classroom projects, more than 75% of which are in high poverty and high need schools. Since its founding five years ago, Kiva has leveraged $280 million to 367,000 loans to micro-entrepreneurs in 60 developing countries. ioby has adapted these models with the generous guidance of the CEO and founder of Donor's Choose. For the last two years, ioby has leveraged its web platform to see the full funding and completion of more than 115 citizen-led, citizen-funded projects across New York City, disbursing more than $170,000 directly to grassroots projects. ioby projects are typically green improvements to public spaces, but also include projects from startup nonprofits addressing broader environmental problems, like PS 11 Farm Market, an educational program that teaches NYC third graders about local food systems by having them run their own farmers market one day a week. The same successful work plan will be replicated here in Miami-Dade. ioby has the means to track many indicators in order to demonstrate project success and impact, as detailed in sections 2d and 2e.

iv. Whether/how a cross-section of the community was involved in developing the proposal
GreenPrint is a community plan with tangible action and measurable goals; it calls upon and enables government, groups, and individuals to unite behind its sustainability mission. Its development was a fully collaborative yearlong process among the many diverse stakeholders of our community. During the course of its development, nearly 100 public meetings were held and approximately 360 new and existing initiatives were considered. Key community stakeholders contributed to the plan such as Florida Power and Light (FPL), the Building Owners and Management Association (BOMA), the Builder's Association of South Florida (BASF), the Miami-Dade Metropolitan Planning Organization (MPO), the Miami Foundation, Dade County Farm Bureau, Miami-Dade Public Schools, four local universities, financial institutions, professional associations, nonprofits such as Dream in Green, Earth Learning, and Catalyst Miami, loosely organized groups like biking enthusiasts, and a wide range of individual Miami-Dade residents. Many of these stakeholders continue to be involved as GreenPrint implementation partners. Efforts such as this grant proposal are the means to realizing many of the GreenPrint initiatives that the community helped develop, as reflected in GreenPrint.

By its very nature, the ioby platform engages new constituents and involves a cross-section of the community in neighborhood project implementation; anyone that meets basic eligibility criteria can use the ioby platform to highlight their project for micro-donations and recruit volunteers. In addition, MDC and HFSF will use their large networks of contacts to promote the project to a cross-section of our culturally diverse community.

v. Whether proposal represents a new relationship between local government and place-based funder
This is a totally new and exciting relationship between MDC's Office of Sustainability and the Health Foundation of South Florida. Until this grant announcement, OOS and HFSF were unaware of each other and the similarity of some of their organizational goals. For this reason, OOS had not reached out to HFSF to take part in the GreenPrint development process. This oversight happened despite the fact that the County's Park and Recreation department and the County's Office of County-wide Healthcare Planning has received funding from HFSF in the past and both departments were an integral part of the GreenPrint process! Now that OOS and the Foundation are aware of each other and the work that the other does, we can collaborate on many mutually beneficial projects in addition to this one. For example, HFSF has increasingly become engaged in local policy. Naturally, this work would benefit from developing relationships with local government departments. Thus, the new relationship between OOS and HFSF will be of significant value for future HFSF and OOS policy initiatives. Both HFSF and OOS are looking forward to future collaborative projects. HFSF is particularly interested in moving the sustainability agenda forward as it relates to the GP *Healthy Communities* goal area. See item 2(h)vii for more details.

vi. Whether/how the partnership project addresses one of the seven sustainability priorities
Our project addresses two priorities: (1) New Funding Streams for Sustainability Initiatives and (2) Urban Agriculture, by tapping and pooling new philanthropic dollars to build an active citizenry that supports GreenPrint urban agriculture and healthy community initiatives via micro-donations and community service.

vii. Ways project could result in relationship between application partners beyond grant term
One of OOS's primary goals is to continue to work with the Health Foundation of South Florida on other sustainability issues of mutual interest. Through the newly established partnership between OOS and the HFSF we are planning to work on other sustainability initiatives that are not as suitable for the ioby platform because they involve more "top down" actions rather than grassroots efforts. These initiatives include working on government legislation and policy involving:

- Complete Streets (roadways designed to provide for the needs of all users)
- Changing zoning codes and other regulations to enable more opportunities to obtain fresh food
- Applying design standards to the public domain that encourage physical activity.

By partnering and combining our efforts, we can more effectively and strategically accomplish these types of initiatives, resulting in a more sustainable community with a higher quality-of-life for all residents.

Another of OOS's primary goals is to continue to work with ioby beyond year one to address other GreenPrint goal areas. MDC and ioby will continue to jointly search for additional funding to ensure a self-sustaining Miami-based ioby office.

Lastly, through our phone conference calls, HFSF has already proposed that we jointly approach other foundations to solicit funding. HFSF also anticipates that the ioby process will help develop the capacity of new non-profits and that these organizations might ultimately become HFSF grantees.

viii. Whether project partners bring other funding to the project beyond matching requirement
Yes! Beyond the matching requirement of $75,000 from the Health Foundation of South Florida, there is significant additional match totaling: $53,760. See project budget for details. While staff time from HFSF will be provided in-kind to ensure project success, the value of this time is not reflected on the budget.

3. Project Budget and Financial Information. Please attach a project budget that includes:

a. Line item details of project expenses, including personnel and other direct costs
Please see attached budget narrative and spreadsheet.

b. Projected sources of revenue, including additional funds that partners will bring to project
Please see attached budget narrative and spreadsheet.

c. IRS Form 990 as a separate attachment
Please see attached IRS Form 990s for both the Health Foundation of South Florida and ioby.

4. Matching Fund Commitment Letter or Letter of Intent: In-hand, see attached PDF letter from HFSF.

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the 19th day of September, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," and IN OUR BACKYARDS INC. (ioby.org), a public charity corporation, registered in the State of New York, hereinafter referred to as the "TENANT,"

WITNESSETH:

That COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees to use from COUNTY the leased premises described as follows:

One (1) Office Spaces within the, 22th Floor at the Stephen P. Clark Center (SPCC), 111 N.W. 1 Street, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of one (1) year, commencing upon approval by the Board of County Commissioners and acceptance of leased space by TENANT and terminating one (1) year thereafter, at an annual rent of One Dollar and 00/100 ($1.00) payable to the Board of County Commissioners and submitted to Internal Services Department, 111 N.W. 1 Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as the COUNTY may from time to time designate in writing.

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

ARTICLE I
USE OF LEASED PREMISES

The area of the leased premises shall be used by TENANT solely for administrative offices to provide counseling, financial, education and technical training to the community on issues related to sustainability, climate change, energy efficiency, water conservation, green building and recycling.

ARTICLE II
CONDITION OF LEASED PREMISES

TENANT hereby accepts the leased premises in the condition they are in at the beginning of this Lease Agreement. TENANT with COUNTY's prior consent and approval shall at its own cost and expense make the required TENANT's improvements. TENANT covenants and agrees to obtain all necessary permits and approvals required by the Miami-Dade County Building and Zoning Department, County and/or local Fire Department and all local municipalities, and that all alterations and improvements shall be in conformance with all applicable laws. TENANT's use of the SPCC space shall be during the days and hours that the SPCC is open to the public. TENANT shall comply with the rules, regulations and procedures of the SPCC, as such may exist and be changed during the term of this lease agreement.

ARTICLE III
UTILITIES

The COUNTY, during the term hereof, shall pay all charges for water and electricity used by the TENANT as well as auxiliary services such as security services. The COUNTY will assume all costs associated janitorial and custodial services for the interior of the leased premises and telephone services to the leased premises. TENANT shall comply with the rules, regulations and procedures of the SPCC building.

ARTICLE IV
MAINTENANCE

The COUNTY 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.

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 leased premises. TENANT shall be responsible for and shall repair any damage caused to the leased premises as a result of TENANT OR TENANT's agents, employees, invitees, or visitors use of the leased premises, ordinary

wear and tear excepted. COUNTY 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
DESTRUCTION OF LEASED PREMISES

In the event the leased premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the leased premises are rendered unpermittable 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 building 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 from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such leased 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 policy and/or at its own cost and expense. In the event that said leased premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the leased premises so that they equal the condition of the leased premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse COUNTY all expenses incurred by COUNTY in restoring the leased premises to their original condition. The election of remedies shall be at the sole discretion of COUNTY.

ARTICLE VI
ASSIGNMENT

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE VIII
SIGNS

Interior Signs will be of the design and form of letter to be first approved by COUNTY, the cost of interior signs 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 leased premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said leased 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. 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, COUNTY agrees that TENANT shall and may peaceably have, hold, and enjoy the leased premises above described, without hindrance or molestation by COUNTY.

ARTICLE XI
SURRENDER OF LEASED PREMISES

TENANT agrees to surrender to COUNTY, at the end of the term of this Lease Agreement or any extension thereof, said leased premises in as good condition as said leased 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 XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney 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 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 COUNTY, 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 COUNTY or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

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

Either party, COUNTY through its County Mayor or his designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least thirty (30) days' written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT shall have the option to extend this Lease Agreement no later than thirty (30) days prior to the expiration of this agreement, for an additional two (2) year renewal option period, upon the same terms and conditions, by giving COUNTY notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Any such extension is subject to approval by the County Mayor or the Mayor's designee, in his sole discretion.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to COUNTY and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1 Street, Suite 2410, Miami, Florida 33128, shall constitute sufficient notice to COUNTY, and written notice addressed to TENANT and mailed or delivered to the address of TENANT, IN OUR BACKYARDS INC. C/O Erin

Barnes 459 Prospect Pl. Suite D2, Brooklyn, NY. 11230, 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 occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o Internal Services Department, 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 Statues.

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 "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 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 COUNTY at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XIX
LEASES, 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 leased premises will be in conformance with all applicable laws, including all applicable zoning regulations.

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

ARTICLE XX
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 leased 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 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 XXI
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 XXII-
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

IN WITNESS WHEREOF, COUNTY 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)

In Our Backyards Inc.,
A Public Charity

WITNESS

By: _____
Erin Barnes, Executive Director

WITNESS

(TENANT)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos Gimenez
County Mayor

(COUNTY)