MEMORANDUM

Agenda Item No. 11(A)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	September 17, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution amending resolution No. R-287-89, R-891-02 and R-296-99 related to lease agreements for use of community spaces at various public housing sites to require consultation with district commissioners; authorizing the County Mayor to extend Community Space Lease Agreements beyond thirty-six months; requiring monthly reports; and approving form Community Space Lease Agreements

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

for

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 17, 2013

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

SUBJECT: Agenda Item No. 11(A)(1)

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 Mayor'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. 11(A)(1)
9-17-13

RESOLUTION NO. _____

RESOLUTION AMENDING RESOLUTION NO. R-287-89, R-891-02 AND R-296-99 RELATED TO LEASE AGREEMENTS FOR USE OF COMMUNITY SPACES AT VARIOUS PUBLIC HOUSING SITES TO REQUIRE CONSULTATION WITH DISTRICT COMMISSIONERS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXTEND COMMUNITY SPACE LEASE AGREEMENTS BEYOND THIRTY-SIX MONTHS; REQUIRING MONTHLY REPORTS; AND APPROVING FORM COMMUNITY SPACE LEASE AGREEMENTS

WHEREAS, on March 18, 1999, the Board of County Commissioners (the "Board") adopted Resolution Nos. R-287-89, R-891-02 and R-296-99, which are attached hereto as Exhibit A, and incorporated by reference; and

WHEREAS, Resolution Nos. R-287-89, R-891-02 and R-296-99 authorize the County Manager to negotiate and execute lease agreements ("Community Space Lease Agreements") with community based non-profit organizations, Section 3 businesses, County departments, and other governmental agencies for the use of community spaces at various public housing development sites; and

WHEREAS, there are presently four (4) conditions that must be met before the County will execute a Community Space Lease Agreement, i.e. a) leases will be executed exclusively with community based non-profit organizations, Section 3 businesses, County departments or other governmental agencies; b) lessees will provide supportive social services to the residents of the public housing developments; c) the term of each lease shall not exceed thirty-six (36) months; and d) Miami-Dade Public Housing and Community Development Department

("Department") will recover the cost of utilities, maintenance and operating costs whenever possible; and

WHEREAS, these Community Space Lease Agreements have allowed the Department to partner with non-profit organizations, Section 3 business, County departments and other governmental entities to provide much needed supportive social services for the residents of public housing, including but not limited to meals programs, recreation activities, child care services and educational services; and

WHEREAS, having on-site supportive social services has proven to be beneficial to public housing residents living in public housing owned by the County; and

WHEREAS, notwithstanding the foregoing benefits, oftentimes the district commissioners do not know what types of supportive social services are being provided to the public housing residents living in their districts because the before-mentioned resolutions do not require the Board to approve the Community Space Lease Agreements prior their execution; and

WHEREAS, the Board finds that it is important that the district commissioners are informed of the supportive social that are offered to public housing residents living in their district; and

WHEREAS, the Board also finds that many of the supportive social services offered by community based non-profit organizations, Section 3 businesses, County departments or other governmental agencies are necessary and should not be interrupted due to the Board's limitation that leases cannot be extended beyond thirty-six (36) months; and

WHEREAS, the Board desires to authorize the County Mayor or the County Mayor's designee, at his or her sole discretion, to extend the terms of certain Community Space Lease Agreements beyond thirty-six (36) months if the County Mayor or the County Mayor's designee,

after providing written notification to the the district commissioner of the County Mayor or the County Mayor's designee's intent to extend said terms, determines that it would be in the best interest of the County and the residents of public housing to do so,

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

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. The Board hereby amends Resolution Nos. R-287-89, R-891-02 and R-296-99 to require that prior to execution of any Community Space Lease Agreement with a community based non-profit organization, a Section 3 business, a County department or other governmental agency, the County Mayor or the County Mayor's designee shall notify and consult with the district commissioner regarding the tenancy of the proposed community based non-profit organization, Section 3 business, County department or other governmental agency.

Section 3. The Board further amends Resolution Nos. R-287-89, R-891-02 and R-296-99 to authorize the County Mayor or the County Mayor's designee, at his or her sole discretion, to extend the terms of certain Community Space Lease Agreements beyond thirty-six (36) months if the County Mayor or the County Mayor's designee, after providing written notification to the district commissioner of the County Mayor or the County Mayor's designee's intent to extend said terms, determines that it would be in the best interest of the County and the residents of public housing to do so.

Section 4. The Board directs the County Mayor or the County Mayor's designee to provide monthly reports, which may be in an Excel format, to each district commissioner listing the names of each community based non-profit organization, Section 3 business, County department or other governmental agency, which have entered into a Community Space Lease

Agreement to provide supportive social services to public housing residents living within the district commissioner's district and the types of services provided.

Section 5. The Board hereby approves the form Community Space Lease Agreements, in substantially the form attached hereto as Exhibit B and incorporated by reference.

The Prime Sponsor of the foregoing resolution is Commissioner Bruno A. Barreiro. It 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. 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.

Terrence A. Smith

EXHIBIT A

OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 6(G)(1)(B)
3-18-99

RESOLUTION NO. R-296-99

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE AND EXECUTE LEASE AGREEMENTS FOR THE USE OF COMMUNITY SPACE AT VARIOUS PUBLIC HOUSING DEVELOPMENTS, AND EXERCISE CANCELLATION CLAUSES

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

WHEREAS, a copy of the model community space lease agreement has been attached and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA that this Board hereby authorizes the County Manager to negotiate and execute lease agreements with community based non-profit organizations, Section 3 businesses, and other governmental agencies for the use of community space at various public housing developments within the guidelines of the memorandum of the County Manager herein incorporated by reference and following approval by the County Attorney's office; and to exercise amendment, modification,

3

renewal, cancellation and termination clauses on behalf of Miami-Dade County, Florida.

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

Dr. Miriam Alonso	aye	Bruno A. Barreiro	aye
Dr. Barbara M. Carey	absent	Miguel Díaz de la Portilla	aye
Betty T. Ferguson	aye	Gwen Margolis	aye
Natacha Seijas Millán	aye	Jimmy L. Morales	absent
Dennis C. Moss	aye	Pedro Reboredo	absent
Dorrin D. Rolle	aye	Katy Sorenson	aye
Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of March, 1999. 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: KAY SULLIVAN
(Deputy Clerk)

Approved by County Attorney as to form and legal sufficiency. FMK

MEMORANDUM
OFFICE OF THE MANAGER

Agenda Item No. 6(G)(1)(B)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: March 18, 1999

FROM: Merrett R. Stierheim
County Manager

SUBJECT: Resolution Authorizing Lease Agreements for Community Space at MDHA Developments

RECOMMENDATION

It is recommended that the Board authorize the County Manager to enter into lease agreements with community based non-profit organizations, Section 3 businesses, and other governmental agencies for the use of community space at various public housing developments.

BACKGROUND

Historically, MDHA has leased community space at various public housing developments to community based non-profit organizations, other County departments and governmental entities. These agencies provide various services to the residents of the public housing developments, such as meals, recreation activities for the elderly, childcare services, and educational activities.

On March 21, 1989, by Resolution No. 287-89, the Board of County Commissioners (BCC) authorized the MDHA to negotiate and execute lease agreements for the use of community space at various public housing developments for two year terms expiring on September 30, 1992. In addition, on July 21, 1992, by Resolution No. 891-92, the BCC authorized the MDHA to negotiate and execute lease agreements for community space at various public housing developments and authorized the County Manager to exercise the cancellation provisions contained therein.

It is in the best interest of MDHA and Miami-Dade County to continue provision of these services in order for our residents to participate in the program services, receives the services, and benefit from the resources these non-profit organizations offer. To simplify the process of negotiating and executing these leases and to be able to quickly avail the residents of these services, it is recommended that the Board grant the County Manager continuing authorization to negotiate, execute and exercise cancellation clauses in lease agreements for the use of community space at any of MDHA's housing developments. These community spaces were specifically designed to make social services available to residents of MDHA's developments.

As in the previous authorization, the leases will include the following requirements: a) leases will be executed exclusively with community based non-profit organizations, Section 3, County departments or other governmental agencies b) lessees will provide services to the residents of the public housing developments; c) the term of each lease shall not exceed 36 months; and d) MDHA will recover the cost of utilities, maintenance and operating costs whenever possible.

Attached is the form of the Community Space Lease Agreement to be used as approved by the County Attorney's Office.

Community Space Lease Agreement

This Community Space Lease Agreement, made this _____ day of _____, 199____, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Miami-Dade Housing Agency (hereinafter "Landlord"), located at _____ and _____ (hereinafter referred to as "Tenant/Provider) whose address is _____.

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

WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services, and

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

WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions 891-92 and 289-89;

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

I. **THE PREMISES**. The Landlord shall lease to Tenant/Provider the premises located at _____.

II. **THE SCOPE OF SERVICES**. While the Tenant/Provider is in possession of the premises described in paragraph I of this Agreement, the Tenant/Provider agrees to render the services in accordance with the scope of services incorporated herein and attached hereto as Attachment A. Tenant/Provider agrees that at lease 20 to 30 percent of its clients at any one time shall be residents of Miami-Dade County assisted housing. Assisted housing shall mean public housing, section 8 housing, affordable home ownership program, and other government assisted housing programs. Tenant/Provider shall actively seek residents of Miami-Dade County assisted housing as clients. Failure to serve assisted housing residents at the percentage level described above shall be grounds for termination of this Agreement.

12

Tenant/Provider shall report the following information in writing on a quarterly basis to the site manager of Miami-Dade Housing Agency (MDHA) who oversees the premises described in Paragraph I of this Agreement: the actual number of assisted housing residents served within the previous three (3) months and the type of services they received; the actual number of children of assisted housing residents served within the previous three (3) months and the type of services they received; the percentage of its clients who are assisted housing residents; and the percentage of its clients who are children of assisted housing residents.

III. **AUTHORIZED AGENT ON PREMISES**. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the premises by the Tenant/Provider.

IV. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall be from _____, to _____. This agreement may be renewed for two additional one year periods.

V. **RENT PAYABLE**. Tenant/Provider shall pay rent in the amount of _____ ($___) per month/year. The rent shall be due on or before the first of each month/year.

VI. **USE OF PREMISES**. Tenant/Provider shall use the premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of _____ to _____. Tenant/Provider shall leave the premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, training's, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space. .

VII. **CONDITION OF PREMISES**. The Landlord shall ensure that the premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the premises to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord had the right to inspect the premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

VIII. **PARKING**. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at LANDLORD'S facilities to make deliveries or drop off passengers.

IX. **UTILITIES**. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord. The attached Exhibit C indicates how payment for utilities shall be made.

X. **MAINTENANCE**. Tenant/Provider shall be responsible for maintaining the premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioner filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

XI. **KEYS**. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.

XII. **SIGNAGE**. All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.

XIII. **JANITORIAL SERVICES**. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.

XIV. **TRASH AND GARBAGE DISPOSAL**. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this agreement as Exhibit E.

XV. **INDEMNIFICATION BY PROVIDER**.

A. **All Other Tenants/Providers**. Provider shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentality's from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County of its officers, employees, agents or instrumentality's 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 Provider or its employees, agents, servants, partners, principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality's as herein provided.

B. **Govermnet Entity**. Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentality's from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentality's 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 government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity 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. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the government entity arising out of the same incident or occurrence, exceed the sum of

$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

XVII. **INSURANCE**.

A. **Government Entity**. If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Tenant/Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statues. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statues.

B. **All Other Tenants**.

1. **Modification and Changes**. The Tenants shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance**. The Provider shall furnish to the Department, Miami Dade County, c/o Miami-Dade Housing Agency, Certificate (s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Tenant/Provider as required by Florida Statute 440.

b. Public Liability Insurance on a comprehensive basis 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.

c. Professional Liability Insurance, when applicable, in name of the Tenant/Provider in an amount not less than $300,000.

3. **Classifications and Ratings**. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the services or operations described in the Scope of Services (Attachment A).

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 "B" as to management, and no less than "Class V" 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 of Insurance shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

C **Failure to Provide Certificates of Insurance**. If the Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

I.XVIII. **PROOF OF LICENSURE AND CERTIFICATIONS**. If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

XIX. **CONFLICT OF INTEREST**. The Tenant Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XX. **CIVIL RIGHTS.** The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

XXI. **NOTICES.** It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord	Tenant/Provider
_____	_____
_____	_____
_____	_____

XXII. **AUTONOMY.** Both parties agree that this Agreement recognizes the autonomy of an astipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXIII. **BREACH: REMEDIES**

A. **Breach.** A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the

Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly maintain the premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not construed to be a modification of the terms of this Agreement.

B. **Remedies.** Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filling an action in a court of appropriate jurisdiction.

C. **Damages Sustained**. Notwithstanding the above, the Tenant/Provider shall not be relived of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.

XXIV. **TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Miami-Dade Housing Agency is authorized to terminate this Agreement on behalf of the Landlord.

XXV. **MISCELLANEOUS.**

A. **Sublease**. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

B. **Agreement Guidelines**. The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

C. **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

D. Totality of Agreement/Severability of Provisions. This _____ page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Parking Agreement
Attachment C:	Utility Payment Schedule
Attachment D:	Janitorial Services
Attachment E:	Extermination Services
Attachment F:	Miami-Dade County Affidavits
Attachment G:	State Public Entities Crime Affidavit

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

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

(SEAL)

ATTEST: _____
AGENCY NAME

By:_____
(Signature of President/Secretary)

By:_____
(Signature of President/Vice-President)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By:_____
(Signature)

By:_____
(Signature)

_____
Type or Print Name

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By:_____
MERRETT R. STIERHEIM
COUNTY MANAGER

14

21

METRO-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The METRO-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; METRO-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; METRO-DADE CRIMINAL RECORD AFFIDAVIT; and DISABILITY NONDISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The METRO-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Metro-Dade County are (Post Office addresses are not acceptable):

_____
Federal Employer Identification Number (If none, Social Security)

_____
Name of Entity, Individual(s), Partners, or Corporation

_____
Doing Business As (if same as above, leave blank)

_____
Street Address City State Zip Code

___ I. METRO-DADE COUNTY DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly-traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

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15

22

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

_____

_____

_____

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

___ II. METRO-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees? ___ Yes ___ No

2. Does your firm provide paid health care benefits for its employees? ___ Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	____ Males	____ Females	American Indian:	____ Males	____ Females
Hispanics:	____ Males	____ Females	Aleut (Eskimo):	____ Males	____ Females
_____:	____ Males	____ Females	_____:	____ Males	____ Females

___ III. METRO-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has ____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

___ IV. METRO-DADE COUNTY CUBA AFFIDAVIT (County Resolutions R-202-96 and R-206-96)

That neither the firm (individual, organization, corporation, etc.) submitting this bid or proposal or receiving this contract award or any of its owners, subsidiaries, or affiliated or related firms has

1. engaged in the purchase, transport, importation or participation in any transaction involving merchandise that:

   a. is of Cuban origin; or
   b. is or has been located in or transported from or through Cuba; or
   c. is made or derived in whole or in part of any article which is the growth, produce or manufacture of Cuba;

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46

2. engaged in any transaction in which a Cuban national or the government of Cuba with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;

3. been a party to, or had an interest in any franchise, license or management agreement with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;

4. had or held any investment, deposit, loan borrowing or credit arrangement or had any other financial dealings with a Cuban national or the government of Cuba, or which involves property in which a Cuban national or the government of Cuba has any interest;

5. subcontracted with, purchased supplies from, or performed billing or collection services for any person or entity that does business with Cuba as provided in "1" through "4" above.

6. traveled to Cuba in violation of U.S. travel restrictions during the ten year period preceding the due date for submittal.

V. METRO-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Metropolitan Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

VI. METRO-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Metropolitan Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

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17

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

___ VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

___ VIII. METRO-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

I have carefully read this entire five (5) page document entitled, "Metro-Dade County Affidavits" and indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By:_____ _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this __ ____ day of _____

19___ by _____. He/She is personally known to me or has

presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of _____ Notary Seal
(State)

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18

25

SWORN STATEMENT PURSUANT TO SECTION 287.133(30(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to METROPOLITAN DADE COUNTY.

   by _____
   (print individual's name and title)

   for _____
   (print Name of entity submitting sworn statement)

   whose business address is _____

   and if applicable its Federal Employer Identification Number (FEIN) is _____

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means violation of any state of federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of any public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that `the above and foregoing is a true and correct copy of Resolution No. R-296-99 adopted by the Miami-Dade County Board of County Commissioners, at its meeting of March 18, 1999, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11th day of July, A.D., 2013.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

Agenda Item No. 5(b)(1)
7-21-92

RESOLUTION NO. R-891-92

RESOLUTION AUTHORIZING NEGOTIATION AND EXECUTION OF LEASE AGREEMENTS FOR COMMUNITY SPACE AT VARIOUS PUBLIC HOUSING DEVELOPMENTS BY THE DADE COUNTY DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board authorizes negotiation of lease agreements for community space at various public housing developments by the Dade County Housing and Urban Development; authorizes execution of the agreement following approval by the County Attorney's office; and authorizes the County Manager to execute the cancellation provisions contained therein.

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

MEMORANDUM

Agenda Item No. 5(b)(1)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: July 21, 1992

SUBJECT: Lease Agreements for Community Space at DCHUD Developments

FROM: Joaquin Avino, P.E., P.L.S.
County Manager

RECOMMENDATIONS

It is recommended that the Board authorize the negotiation of agreements by the Dade County Department of Housing and Urban Development (DCHUD) with community based non-profit organizations and other governmental entities for the lease of community space at various Dade County public housing developments and authorizes execution of agreements following approval by the County Attorney's office.

BACKGROUND

Historically, DCHUD has leased community space at various public housing developments to community based non-profit organizations, other County departments and governmental entities. These agencies provide various services to the residents of the public housing developments, such as meals, recreation activities for the elderly, child care services, and educational activities.

On March 21, 1989, by Resolution No.287-89, the Board of County Commissioners authorized the Dade County Department of Housing and Urban Development to negotiate and execute lease agreements for the use of community space at various public housing developments for two year terms expiring on September 30, 1992. Attachment "A" provides a list of the community spaces currently under lease.

It is in the best interest of DCHUD to continue provision of these services to public housing residents. To simplify the process of negotiating and executing these leases, it is recommended that the Board grant DCHUD the same authorization provided in Resolution No.287-89.

As in the previous authorization the leases will include the following requirements: a) Leases will be executed exclusively with community based non-profit organizations, other County departments or other governmental entities; b) Lessees will provide services to the residents of the public housing developments; c) The term of the leases shall not exceed 36 months; and d) DCHUD will recover the cost of utilities, maintenance and operating costs whenever possible.

Mary Collins	aye
Charles Dusseau	aye
Joseph M. Gersten	aye
Larry Hawkins	aye
Alexander Penelas	aye
Harvey Ruvin	absent
Arthur E. Teele, Jr.	aye
Sherman S. Winn	absent
Steven P. Clark	absent

The Mayor thereupon declared the resolution duly passed and adopted this 21st day of July, 1992.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

MARSHALL ADER, CLERK

RAYMOND REED
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency

ATTACHMENT "A" COMMUNITY SPACES - UNDER LEASE

PROJECT NUMBER	NAME / ADDRESS	REGION 1	2	3	4	5	SERVICE PROVIDED	SQ. FT.
5-4	JAMES SCOTT HOMES 2267 N.W. 72nd STREET		X				CHILD CARE CENTER	3,178
5-4	JAMES SCOTT HOMES 2267 N.W. 72nd STREET		X				HEALTH CENTER	8,343
5-5	LIBERTY SQUARE 6302 N.W. 14th AVENUE		X				CHILD CARE CENTER	4,258
5-7	VICTORY HOMES 520 N.W. 72nd STREET	X					CHILD CARE CENTER	3,000
5-8	DON GARDENS/MALCOLM ROSS 1861 N.W. 28th STREET			X			ELDERLY SERVICES	8,800
5-9	JOLLIVETTE PLAZA 2400 N.W. 83rd STREET		X				ELDERLY SERVICES	2,813
5-10	LARCHMONT GARDENS 8351 N.W. 5th PLACE	X					YOUTH SERVICES	3,864
5-10	LARCHMONT GARDENS 8351 N.W. 5th PLACE	X					DAY CARE CENTER	2,136
5-10	LARCHMONT GARDENS 8351 N.W. 5th PLACE	X					HEALTH CARE	2,275
5-10	LARCHMONT GARDENS 8351 N.W. 5th PLACE	X					PRE-SCHOOL	1,538
5-10	LARCHMONT GARDENS 8351 N.W. 5th PLACE	X					DAY CARE CENTER	750
5-12	STANLEY MEYERS 556 S.W. 5th STREET				X		SENIOR CENTER	5,200
5-13	ROBERT KING HIGH 1403 N.W. 7th STREET				X		SENIOR CENTER	12,400
5-18	SMATHERS PLAZA 2970 S.W. 9th AVENUE				X		SENIOR SERVICES	6,120
5-25	CLAUDE PEPPER TOWER 750 N.W. 18th AVENUE			X			SENIOR SERVICES	2,265
5-26	HALEY SOFGE TOWERS 800 N.W. 13th AVE.				X		SENIOR SERVICES	2,559
5-27B	NEW HAVEN GARDENS 7200 N.W. 2nd AVE.		X				CHILD CARE CENTER	1,200

ATTACHMENT "A" COMMUNITY SPACES - UNDER LEASE

PROJECT NUMBER	NAME / ADDRESS	REGION 1	2	3	4	5	SERVICE PROVIDED	SQ. FT.
5-35	NARANJA 26100 S.W. 139th AVE.					X	CHILD CARE CENTER	1,389
5-38	MODELLO US 1 AND 282nd AVE.					X	CHILD CARE CENTER	1,906
5-39	PETER PLAZA 190 N.E. 95th ST.	X					SENIOR SERVICES	4,200
5-40	ARTHUR MAYS VILLAGE 11341 S.W. 218th ST.					X	YOUTH ASSISTANCE	2,442
5-41	JACK ORR PLAZA 550 N.W. 5th ST.				X		IMPACT PROGRAM	6,321
5-43	PALM TOWERS 950 N.W. 95th ST.	X					SENIOR SERVICES	2,100
5-45	SOUTH MIAMI PLAZA 6701 S.W. 62nd AVE.				X		SENIOR SERVICES	2,500
5-47	MUSA ISLE 2501 N.W. 16th ST. RD.			X			IMPACT PROGRAM	3,496
5-51	LEMON CITY 150 N.E.89th ST.	X					SENIOR SERVICES	3,699
5-56	EDISON PLAZA 200 N.W. 55th ST.	X					SENIOR SERVICES	2,352
5-58	STIRRUP PLAZA 3150 MUNDY ST.				X		SENIOR CENTER	2,676
5-59	TOWN HOUSE VILLAS 3979 N.W. 183rd ST.	X					CHILD CARE CENTER	878
5-61	CAROL CITY 3600 N.W. 199th ST.	X					CHILD CARE CENTER	1,884
5-73	PINE ISLAND II MOODY DRIVE S.W. 127 AVE.					X	CHILD CARE CENTER	2,400
5-89	HARRY CAIN TOWER 490 N.E. 2nd AVE.				X		SENIOR CENTER	5,178
5-89	HARRY CAIN TOWER 490 N.E. 2nd AVE.				X		CHILD CARE CENTER	6,647

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that `the above and foregoing is a true and correct copy of Resolution No. R-891-92 adopted by the Miami-Dade County Board of County Commissioners, at its meeting of July 21, 1992, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11th day of July, A.D., 2013.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

Agenda Item No. 5(b)(4)
3-21-89

RESOLUTION NO. R-287-89

RESOLUTION AUTHORIZING DADE COUNTY HOUSING AND URBAN DEVELOPMENT TO NEGOTIATE AND EXECUTE LEASE AGREEMENTS FOR THE USE OF COMMUNITY SPACE AT VARIOUS PUBLIC HOUSING PROJECTS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby authorizes Dade County Housing and Urban Development to negotiate and execute documents for the lease of community space at various public housing projects within the guidelines of the memorandum of the County Manager herein incorporated by reference.

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

Barbara M. Carey	aye
Charles M. Dusseau	aye
Joseph M. Gersten	absent
Larry Hawkins	aye
Harvey Ruvin	aye
Barry D. Schreiber	absent
Jorge E. Valdes	aye
Sherman S. Winn	aye
Stephen P. Clark	aye

The Mayor thereupon declared the resolution duly passed and adopted this 21st day of March, 1989.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: RAYMOND REED
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

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34

MEMORANDUM

Agenda Item No. 5(b)(4)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: March 21, 1989

SUBJECT: Authorization to DCHUD to Negotiate and Execute Community Space Lease Contracts

FROM: Joaquin G. Avino, P.E., P.L.S.
County Manager

RECOMMENDATION

It is recommended that the Board authorize the Dade County Department of Housing and Urban Development (DCHUD) to negotiate and execute lease agreements with community based non-profit organizations and other governmental entities for the lease of community space at various Dade County Public Housing projects.

BACKGROUND

Historically, DCHUD has leased community space at various Public Housing projects to community based non-profit organizations, other County departments and governmental entities. These agencies provide various services to the tenants of the Public Housing projects, such as meals, recreation activities for the elderly, child care centers, and educational activities. Presently many of these leases need to be renewed.

It is in the best interest of DCHUD to maximize the efficiency of these services to the tenants and negotiate new leases with organizations presently occupying these community spaces. To simplify the process of negotiating and executing new leases, it is requested that the Board grant DCHUD an umbrella authorization to negotiate and execute leases of all the community spaces rather than submitting individual requests for authorization to execute each lease. Presently other County departments including Seaport and Aviation have received authorization from the Board to lease space for concession purposes. DCHUD's request conforms to standard County administrative practice regarding this matter.

The leases will include the following requirements: a) Leases shall be executed exclusively with community based non-profit organizations, other County departments or other governmental entities; b) Lessees shall provide services to the tenants of the public housing projects; c) The term of the leases shall not exceed 24 months; d) DCHUD shall recover the cost of utilities, maintenance and operating costs whenever possible.

The DCHUD Director shall have the responsibility to negotiate and execute these leases within the parameters established in this memorandum. Historically DCHUD has requested this authorization from the Board on an individual basis.

Attached is the form of the Lease Agreement to be used as approved by the County Attorney's Office.

10707 17A

COMMUNITY SPACE LEASE AGREEMENT

This lease agreement is entered into this day of , 19 by and between the Dade County Department of Housing and Urban Development, hereinafter called the "Landlord" and,

hereinafter called the "Tenant."

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to the Tenant, and the Tenant hereby agrees to lease from the Landlord the premises described as follows:

Approximately square feet of

Non-dwelling Space Located at

TERM AND RENT

The Term of this lease is commencing and terminating . The sum of annually shall constitute the agreed rental consideration to be paid by Tenant to Landlord. Tenant shall also pay utility and other charges of per month. (see Article IV). Combine payment in the amount of shall be made by the Tenant to the Landlord based upon a monthly advanced billing payable on the 15th day of each month. It is further mutually understood and agreed to by the respective parties hereto:

ARTICLE I

USE OF PREMISES

The premises shall be used by the tenant as a: (The wording of this article shall reflect the services provided by the tenant).

ARTICLE II

CANCELLATION

Either party shall have the right to cancel this lease agreement at any time by giving the other party at least thirty (30) days written notice prior to effective date of cancellation

BK0220P0134

36

COMMUNITY SPACE LEASE AGREEMENT

This lease agreement is entered into this day of , 19 by and between the Dade County Department of Housing and Urban Development, hereinafter called the "Landlord" and,

hereinafter called the "Tenant."

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to the Tenant, and the Tenant hereby agrees to lease from the Landlord the premises described as follows:

Approximately square feet of
Non-dwelling Space Located at

TERM AND RENT

The Term of this lease is commencing and terminating . The sum of annually shall constitute the agreed rental consideration to be paid by Tenant to Landlord. Tenant shall also pay utility and other charges of per month. (see Article IV). Combine payment in the amount of shall be made by the Tenant to the Landlord based upon a monthly advanced billing payable on the 15th day of each month. It is further mutually understood and agreed to by the respective parties hereto:

ARTICLE I

USE OF PREMISES

The premises shall be used by the tenant as a: (The wording of this article shall reflect the services provided by the tenant).

ARTICLE II

CANCELLATION

Either party shall have the right to cancel this lease agreement at any time by giving the other party at least thirty (30) days written notice prior to effective date of cancellation

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ARTICLE III

CONDITION OF PREMISES

The Landlord shall ensure that the premises are in a state of good repair and suitable for occupancy by the Tenant at the commencement of this lease.

The tenant hereby accepts the premises in the condition at the beginning of this lease.

Tenant shall return the premises to the Landlord in the same condition as when received subject to normal wear and use.

The Landlord has the right to inspect the premises from time to time to assure that all terms of the lease are being met.

ARTICLE IV

UTILITIES

The combined electric and water charges are a month. Payment is to be remitted by the Tenant to the Landlord based on a monthly advanced billing payable on the 15th day of each month.

ARTICLE V

MAINTENANCE

Tenant shall be responsible for maintaining the premises in a like condition as at the beginning of the lease. Tenant is also responsible for all building repairs (excluding electrical, plumbing, roof or structural repairs due to age or ordinary wear and tear to the premises) and must receive approval from the Landlord for a structural repair to the leased premises prior to the actual repair.

Tenant shall not make renovations or install any fixtures, equipment, fencing, etc., without prior approval of Landlord. All fixtures installed by Tenant shall become the property of Landlord.

The Tenant shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the programs of the Tenant.

BK0220PG135

The Tenant shall be charged for time and materials by Landlord for all maintenance and repairs performed by the Landlord at the request of the Tenant. Tenant shall maintain and operate the premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

ARTICLE VI

INDEMIFICATION

The Tenant does hereby indemnify and agree to save the County harmless for any and all claims, liability, losses and causes of action which may arise out of this Agreement.

The Tenant shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgements which may be issued thereupon.

ARTICLE VII

INSURANCE

The Tenant shall maintain during the term of the Agreement the following insurance:

a) Public Liability Insurance, in an amount not less than $300,000 combined single limit for bodily injury and property damage. Dade County must be shown as an additional insured with respect to this coverage.

The insurance coverage required shall include those classifications listed in standard Liability Insurance manuals which most nearly reflect the operations of the Tenant.

All insurance policies shall be issued in companies authorized to do business under the laws of the State of Florida. Dade County shall be shown as an additional insured on all policies.

The Tenant shall furnish certificates of insurance to the County, subject to the approval of the Manager, Risk Management Division, and thereafter thirty (30) days prior to the expiration date of the policies, which certificates shall clearly indicate that the Tenant has obtained insurance in the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Landlord.

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under this section or under the Indemification Article or any other portion of this Agreement.

ARTICLE VIII

JANITORIAL SERVICES

Th Tenant shall be responsible for all janitorial services. In the event the Tenant request the Landlord to provide this service a fee will be assessed.

ARTICLE IX

ADDITIONAL PROVISIONS

Tenant shall not assign this lease or any interest therein nor sublet the leased premises or any portion thereof without prior written consent of Landlord.

ARTICLE X

WRITTEN AGREEMENT

This lease contains the entire agreement between the parties and may be modified only by an addendum to this agreement or by a new agreement in writing signed by both the Landlord and Tenant.

BK0220PG137

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the date first above written by their duly authorized officials.

Official Seal:

Metropolitan
Dade County, Florida

Attest By:

By: _____
For County Manager

RICHARD BRINKER, CLERK

By: _____
Deputy Clerk

Seal:

By: _____
President

ATTEST:

_____
Secretary

BK022080120

41

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, **HARVEY RUVIN**, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that `the above and foregoing is a true and correct copy of Resolution No. R-287-89, adopted by the Miami-Dade County Board of County Commissioners, at its meeting of March 21, 1989, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 11th day of July, A.D., 2013.

COUNTY COMMISSIONERS MIAMI-DADE COUNTY SEAL FLORIDA

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

EXHIBIT B

Community Space Lease Agreement

This Community Space Lease Agreement, made this ____ day of _____, 20__, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Public Housing and Community Development Department (hereinafter referred to as "Landlord"), located at 701 N.W. 1st Court 16th Floor, Miami, FL 33136 and _____ (hereinafter referred to as "Tenant/Provider") whose address is_____.

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

WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services; and

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

WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions R-296-99, 891-92 and 287-89,

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

I. **THE PREMISES**. The Landlord shall lease to Tenant/Provider the premises located at the _____ Public Housing development, _____ Miami, Florida (hereinafter "Premises").

II. **THE SCOPE OF SERVICES**. While the Tenant/Provider is in possession of the Premises described in paragraph I of this Agreement, the Tenant/Provider agrees to render the services in accordance with the scope of services incorporated herein and attached hereto as Attachment A. Tenant/Provider agrees that at least fifty percent (50%) of its clients at any one time shall be residents of Miami-Dade County assisted housing. Assisted housing shall mean public housing, Section 8 housing, affordable home ownership program, and other government assisting housing programs. Tenant/Provider

shall actively seek residents of Miami-Dade County assisted housing as clients. Failure to serve assisted housing residents at the percentage level described above shall be grounds for termination of this Agreement. Tenant/Provider shall report the following information in writing on a quarterly basis to the site manager of Public Housing and Community Development (PHCD) which oversees the Premises described in Paragraph I of this Agreement: the actual number of assisted housing residents served within the previous three (3) months and the type of services they received; the actual number of children of assisted housing residents served within the previous three (3) months and the type of service they received; the percentage of its clients who are assisted housing residents; and the percentage of its clients who are children of assisted housing residents.

III. **AUTHORIZED AGENT ON PREMISES**. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.

IV. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall be from _____ to _____. This Agreement may be renewed for one (1) additional one (1) year period.

V. **RENT PAYABLE**. Tenant/Provider shall pay rent in the amount of zero ($0) per month/year. The rent shall be due on or before the first of each month/year. In the event Tenant/Provider fails to meet its obligations to serve at least fifty percent (50%) of the residents of Miami-Dade County assisted housing, the County shall give Tenant/Provider ten (10) days written notice of their non-compliance. Tenant/Provider shall have ten (10) days from the date of said notice to cure such non-compliance. In the event, Tenant/Provider fails to cure such non-compliance, the County, at its sole discretion, may terminate this Agreement or charge the fair market rent for the Premises, which shall be determined by the County at the expiration of the cure period.

VI. **USE OF PREMISES**. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of _____ to _____. Tenant/Provider shall leave the Premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, trainings, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space.

VII. **CONDITIONS OF PREMISES**. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

VIII. **PARKING**. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.

IX. **UTILITIES**. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord. The attached Exhibit C indicates how payment for utilities shall be made.

X. **MAINTENANCE**. Tenant/Provider shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

XI. **KEYS**. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.

XII. **SIGNAGE.** All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.

XIII. **JANITORIAL SERVICES**. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.

XIV. **TRASH AND GARBAGE DISPOSAL**. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this Agreement as Exhibit E.

XV. **INDEMNIFICATION BY PROVIDER**.

(A) **All Other Tenants/Provider**. Provider 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 or actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant/Provider or its employees, agents, servants, partners, principals or subcontractors. Tenant/Provider 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/Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant/Provider 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.

XVI. INSURANCE.

(A) Tenant/Provider Obligations.

1. **Modification and Changes**. The Tenants shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance**. The Tenant/Provider shall furnish to Miami-Dade County, Public Housing and Community Development, 701 NW 1 Ct., 16th Floor, Miami, FL 33136, 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 Tenant/Provider 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. **Coverage must include Abuse and Molestation Liability. 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.

*Note: For Service Tenant/Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability 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:

1) The company shall be no less than "B" as to management, and no less than "Class V" as to financial strength, by 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

2) 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 Department of Financial Services and are members of the Florida Guaranty Fund.

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

(e) Compliance with the foregoing requirements shall not relieve the Tenant/Provider of its liability and obligations under this Section or under any other section of this Agreement.

(f) Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Tenant/Provider shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

(g) The County reserves the right to inspect the Tenant/Provider's original insurance policies at any time during the term of this Agreement.

(A) **Failure to Provide Certificate of Insurance**. If the Tenant/Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

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

XVII. **PROOF OF LICENSURE AND CERTIFICATIONS**. If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

A. Background Screening: The Tenant/Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Tenant/Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Tenant/Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Tenant/Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Tenant/Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Provider shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily

passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Tenant/Provider fails to furnish to the County proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XVIII. **CONFLICT OF INTEREST**. The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XIX. **CIVIL RIGHTS**. The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Tenant/Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more

calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

XX. **NOTICES**. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord **Tenant/Provider**

Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, FL 33136

XXI. **AUTONOMY**. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXII. **BREACH: REMEDIES**

(A) **Breach**. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

(B) **Remedies**. Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filing an action in a court of appropriate jurisdiction.

(C) **Damages Sustained**. Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.

XXIII. **TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XIV. **MISCELLANEOUS**.

(A) **Sublease**. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

(B) **Agreement Guidelines**. The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

(C) **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.

(D) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

Notwithstanding the provisions set forth herein, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Provider or third party.

(E) Totality of Agreement/Severability of Provisions. This (14) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Parking Agreement (Not Applicable)
Attachment C:	Utility Payment Schedule (Not Applicable)
Attachment D:	Janitorial Services (Not Applicable)
Attachment E:	Extermination Services (Not Applicable)
Attachment F:	Miami-Dade County Affidavits (Not Applicable)
Attachment G:	State Public Entities Crime Affidavit (Not Applicable)

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

(G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County, or any department of the County unless specifically stated herein.

(H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

(I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

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

(SEAL)

ATTEST:

_____
AGENCY'S NAME

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

_____
Type or Print Name

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney

Community Space Lease Agreement

This Community Space Lease Agreement, made this ____ day of _____, 20__, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Public Housing and Community Development (PHCD) Department (hereinafter referred to as "Landlord"), located at 701 N.W. 1st Court 16th Floor, Miami, FL 33136 and _____(hereinafter referred to as "Tenant/Provider") whose address is_____.

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

WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services; and

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

WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions R-296-99, 891-92 and 287-89,

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

I. **THE PREMISES**. The Landlord shall lease to Tenant/Provider the premises located at the _____ Public Housing Development, _____, Miami, Florida (hereinafter "Premises").

II. **THE SCOPE OF SERVICES**. While the Tenant/Provider is in possession of the Premises described in paragraph I of this Agreement, the Tenant/Provider agrees to render the services in accordance with the scope of services incorporated herein and attached hereto as Attachment A. Tenant/Provider agrees that at least fifty percent (50%) of its clients at any one time shall be residents of Miami-Dade County assisted housing. Assisted housing shall mean public housing, Section 8 housing, affordable home ownership program, and other government assisting housing programs. Tenant/Provider shall actively seek residents of Miami-Dade County assisted housing as clients. Failure

to serve assisted housing residents at the percentage level described above shall be grounds for termination of this Agreement. Tenant/Provider shall report the following information in writing on a quarterly basis to the site manager of Public Housing and Community Development (PHCD) which oversees the Premises described in Paragraph I of this Agreement: the actual number of assisted housing residents served within the previous three (3) months and the type of services they received; the actual number of children of assisted housing residents served within the previous three (3) months and the type of service they received; the percentage of its clients who are assisted housing residents; and the percentage of its clients who are children of assisted housing residents.

III. **AUTHORIZED AGENT ON PREMISES**. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.

IV. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall be from _____ to _____. This Agreement may be renewed for one (1) additional one (1) year period.

V. **RENT PAYABLE**. Tenant/Provider shall pay rent in the amount of zero ($0) per month/year. The rent shall be due on or before the first of each month/year. In the event Tenant/Provider fails to meet its obligations to serve at least fifty percent (50%) of the residents of Miami-Dade County assisted housing, the County shall give Tenant/Provider ten (10) days written notice of their non-compliance. Tenant/Provider shall have ten (10) days from the date of said notice to cure such non-compliance. In the event, Tenant/Provider fails to cure such non-compliance, the County, at its sole discretion, may terminate this Agreement or charge the fair market rent for the Premises, which shall be determined by the County at the expiration of the cure period.

VI. **USE OF PREMISES**. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of _____ to_____. Tenant/Provider shall leave the Premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, trainings, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space.

VII. **CONDITIONS OF PREMISES**. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

VIII. **PARKING**. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.

IX. **UTILITIES**. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord. The attached Exhibit C indicates how payment for utilities shall be made.

X. **MAINTENANCE**. Tenant/Provider shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by

Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

XI. **KEYS**. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.

XII. **SIGNAGE.** All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.

XIII. **JANITORIAL SERVICES**. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.

XIV. **TRASH AND GARBAGE DISPOSAL**. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this Agreement as Exhibit E.

XV. **INDEMNIFICATION AND INSURANCE**

(A) **All Other Tenants/Provider**. Tenant/Provider 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 or actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant/Provider or its employees, agents, servants, partners, principals or subcontractors. Tenant/Provider 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/Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant/Provider 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.

XVI. **INSURANCE.**

(A) **Tenant/Provider Obligations.**

1. **Modification and Changes**. The Tenants shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance**. The Tenant/Provider shall furnish to Miami-Dade County Public Housing and Community Development, 701 MW 1 Ct., 16th Floor, Miami, FL 33136, 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 Tenant/Provider as required by Florida Statute 440.

   (b) Commercial General Liability Insurance – this policy shall be endorsed to include products and completed operations liability insurance on a comprehensive basis 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.**

   (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount no less than $300,000 combined single limit per occurrence for bodily injury and property damage.

   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:

   1) The company shall be no less than "B" as to management, and no less than "Class V" as to financial strength, by

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

2) 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 Department of Financial Services and are members of the Florida Guaranty Fund.

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

(e) Compliance with the foregoing requirements shall not relieve the Tenant/Provider of its liability and obligations under this Section or under any other section of this Agreement.

(f) Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Tenant/Provider shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

(g) The County reserves the right to inspect the Tenant/Provider's original insurance policies at any time during the term of this Agreement.

(B) **Failure to Provide Certificate of Insurance**. If the Tenant/Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 MW 1ST STREET
SUITE 2340

XVII. PROOF OF LICENSURE AND CERTIFICATIONS.

If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Tenant/Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

(A) Background Screening: The Tenant/Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Tenant/Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Tenant/Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Tenant/Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Tenant/Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Tenant/Provider shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Tenant/Provider fails to furnish to the County proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed

prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

XVIII. **CONFLICT OF INTEREST**. The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XIX. **CIVIL RIGHTS**. The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Tenant/Provider.

XX. **NOTICES**. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed

to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord **Tenant/Provider**

Public Housing and Community Development (PHCD)
701 NW 1st Court, 16th Floor, Miami, FL 33136

XXI. **AUTONOMY**. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXII. **BREACH: REMEDIES**

(A) **Breach**. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

(B) **Remedies**. Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of

such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filing an action in a court of appropriate jurisdiction.

(C) **Damages Sustained**. Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.

XXIII. **TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XIV. **MISCELLANEOUS**.

(A) **Sublease**. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

(B) **Agreement Guidelines**. The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

(C) **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

(D) The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither

intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

Notwithstanding the provisions set forth herein, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Provider or third party.

(E) Totality of Agreement/Severability of Provisions. This (14) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Parking Agreement (Not Applicable)
Attachment C:	Utility Payment Schedule (Not Applicable)
Attachment D:	Janitorial Services (Not Applicable)
Attachment E:	Extermination Services (Not Applicable)
Attachment F:	Miami-Dade County Affidavits
Attachment G:	State Public Entities Crime Affidavit

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

(G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County, or any department of the County unless specifically stated herein.

(H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

(I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

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

(SEAL)

ATTEST:

_____
AGENCY'S NAME

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

_____
Type or Print Name

_____
Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
CARLOS A. GIMENEZ
MAYOR

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney

C:\WP\TS\A03.DOC
TYPE III: Meals for Seniors
REVISED: 01/10/2011

Community Space Lease Agreement

This Community Space Lease Agreement, made this ____ day of _____, 20__, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Public Housing and Community Development (PHCD) department (hereinafter referred to as "Landlord"), located at 701 N.W. 1st Court 16th Floor, Miami, FL 33136 and _____, (hereinafter referred to as "Tenant/Provider") whose address is_____.

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WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services; and

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WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions R-296-99, 891-92 and 287-89,

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III. **AUTHORIZED AGENT ON PREMISES**. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.

IV. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall be from _____ to _____. This Agreement may be renewed for one (1) additional one (1) year period.

V. **RENT PAYABLE.** Tenant/Provider shall pay rent in the amount of zero ($0) per month/year. The rent shall be due on or before the first of each month/year. In the event Tenant/Provider fails to meet its obligations to serve at least fifty percent (50%) of the residents of Miami-Dade County assisted housing, the County shall give Tenant/Provider ten (10) days written notice of their non-compliance. Tenant/Provider shall have ten (10) days from the date of said notice to cure such non-compliance. In the event, Tenant/Provider fails to cure such non-compliance, the County, at its sole discretion, may terminate this Agreement or charge the fair market rent for the Premises, which shall be determined by the County at the expiration of the cure period.

VI. **USE OF PREMISES**. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of _____ to _____ Monday through Friday. Tenant/Provider shall leave the Premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, trainings, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space.

VII. **CONDITIONS OF PREMISES**. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider

agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

VIII. **PARKING**. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.

IX. **UTILITIES**. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord.

X. **MAINTENANCE**. Tenant/Provider shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

XI. **KEYS**. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.

XII. **SIGNAGE.** All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.

XIII. **JANITORIAL SERVICES**. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.

XIV. **TRASH AND GARBAGE DISPOSAL**. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this Agreement as Exhibit E.

XV. **INDEMNIFICATION BY PROVIDER**.

(A) **All Other Tenants/Provider**. Tenant/Provider 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 or actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant/Provider or its employees, agents, servants, partners, principals or subcontractors. Tenant/Provider 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/Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant/Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality's as herein provided.

XVI. INSURANCE.

(A) Tenant/Provider Obligations.

1. **Modification and Changes**. The Tenants shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance**. The Tenant/Provider shall furnish to Miami-Dade County, Public Housing and Community Development, 701 NW 1 Ct, 16th Floor, Miami, FL 33136, 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 Tenant/Provider as required by Florida Statute 440.

   (b) Commercial General Liability Insurance on a comprehensive basis 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.**

   (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.

   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:

   1) The company must be no less than "B" as to management, and no less than "Class V" as to financial strength, by 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

2) 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 Department of Financial Services and are members of the Florida Guaranty Fund.

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

(e) Compliance with the foregoing requirements shall not relieve the Tenant/Provider of its liability and obligations under this section or under any other section of this agreement.

(f) Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County Risk Management Division. The Tenant/Provider shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

(g) The County reserves the right to inspect the Tenant/Provider's original insurance policies at any time during the term of this Agreement.

(A) **Failure to Provide Certificate of Insurance**. If the Tenant/Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

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

XVII. **PROOF OF LICENSURE AND CERTIFICATIONS**. If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

A. Background Screening: The Tenant/Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Tenant/Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Tenant/Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Tenant/Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Tenant/Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Provider shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Tenant/Provider fails to furnish to the County proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds

and this Contract may be subject to termination at the sole discretion of the County.

XVIII. **CONFLICT OF INTEREST**. The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XIX. **CIVIL RIGHTS**. The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

XX. **NOTICES**. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord **Tenant/Provider**

Public Housing and Community Development (PHCD)
701 NW 1st Court, 16th Floor, Miami, FL 33136

XXI. **AUTONOMY**. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXII. **BREACH: REMEDIES**

(A) **Breach**. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

(B) **Remedies**. Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should

attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filing an action in a court of appropriate jurisdiction.

(C) **Damages Sustained**. Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.

XXIII. **TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XIV. **MISCELLANEOUS**.

(A) **Sublease**. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

(B) **Agreement Guidelines.** The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

(C) **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the

duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.

(D) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither

intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

Notwithstanding the provisions set forth herein, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Provider or third party.

(E) Totality of Agreement/Severability of Provisions. This (14) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Parking Agreement (Not Applicable)
Attachment C:	Utility Payment Schedule (Not Applicable)
Attachment D:	Janitorial Services (Not Applicable)
Attachment E:	Extermination Services (Based on type of service)
Attachment F:	Miami-Dade County Affidavits
Attachment G:	State Public Entities Crime Affidavit

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the Tenant/Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

(G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County, or any department of the County unless specifically stated herein.

(H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

(I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

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

(SEAL)

ATTEST:

_____
AGENCY'S NAME

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

Type or Print Name

Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney

Community Space Lease Agreement

This Community Space Lease Agreement, made this ____ day of _____, 20__, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Public Housing and Community Development (PHCD) department (hereinafter referred to as "Landlord"), located at 701 N.W. 1st Court 16th Floor, Miami, FL 33136 and _____, (hereinafter referred to as "Tenant/Provider") whose address is_____.

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

WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services; and

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

WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions R-296-99, 891-92 and 287-89,

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

I. **THE PREMISES**. The Landlord shall lease to Tenant/Provider the premises located at the _____ Public Housing Development, _____, Miami, Florida (hereinafter "Premises").

II. **THE SCOPE OF SERVICES**. While the Tenant/Provider is in possession of the Premises described in paragraph I of this Agreement, the Tenant/Provider agrees to render the services in accordance with the scope of services incorporated herein and attached hereto as Attachment A. Tenant/Provider agrees that at least fifty percent (50%) of its clients at any one time shall be residents of Miami-Dade County assisted housing. Assisted housing shall mean public housing, Section 8 housing, affordable home ownership program, and other government assisting housing programs. Tenant/Provider shall actively seek residents of Miami-Dade County assisted housing as clients. Failure to serve assisted housing residents at the percentage level described above shall be

grounds for termination of this Agreement. Tenant/Provider shall report the following information in writing on a quarterly basis to the site manager of Public Housing and Community Development (PHCD) which oversees the Premises described in Paragraph I of this Agreement: the actual number of assisted housing residents served within the previous three (3) months and the type of services they received; the actual number of children of assisted housing residents served within the previous three (3) months and the type of service they received; the percentage of its clients who are assisted housing residents; and the percentage of its clients who are children of assisted housing residents.

III. **AUTHORIZED AGENT ON PREMISES**. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.

IV. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall be from _____ to _____. This Agreement may be renewed for one (1) additional one (1) year period.

V. **RENT PAYABLE.** Tenant/Provider shall pay rent in the amount of zero ($0) per month/year. The rent shall be due on or before the first of each month/year. In the event Tenant/Provider fails to meet its obligations to serve at least fifty percent (50%) of the residents of Miami-Dade County assisted housing, the County shall give Tenant/Provider ten (10) days written notice of their non-compliance. Tenant/Provider shall have ten (10) days from the date of said notice to cure such non-compliance. In the event, Tenant/Provider fails to cure such non-compliance, the County, at its sole discretion, may terminate this Agreement or charge the fair market rent for the Premises, which shall be determined by the County at the expiration of the cure period.

VI. **USE OF PREMISES**. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of _____ to _____ Monday through Friday. Tenant/Provider shall leave the Premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, trainings, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space.

VII. **CONDITIONS OF PREMISES**. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider

agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

VIII. **PARKING**. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.

IX. **UTILITIES**. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord.

X. **MAINTENANCE**. Tenant/Provider shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

XI. **KEYS**. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.

XII. **SIGNAGE.** All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.

XIII. **JANITORIAL SERVICES**. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.

XIV. **TRASH AND GARBAGE DISPOSAL**. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this Agreement as Exhibit E.

XV. **INDEMNIFICATION BY PROVIDER**.

(A) **All Other Tenants/Provider**. Tenant/Provider 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 or actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant/Provider or its employees, agents, servants, partners, principals or subcontractors. Tenant/Provider 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/Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant/Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentality's as herein provided.

XVI. **INSURANCE.**

(A) **Tenant/Provider Obligations.**

1. **Modification and Changes**. The Tenants shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance**. The Tenant/Provider shall furnish to Miami-Dade County, Public Housing and Community Development, 701 NW 1 Ct, 16th Floor, Miami, FL 33136, 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 Tenant/Provider as required by Florida Statute 440.

   (b) Commercial General Liability Insurance on a comprehensive basis 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.**

   (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.

   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:

   1) The company must be no less than "B" as to management, and no less than "Class V" as to financial strength, by 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

2) 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 Department of Financial Services and are members of the Florida Guaranty Fund.

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

(e) Compliance with the foregoing requirements shall not relieve the Tenant/Provider of its liability and obligations under this section or under any other section of this agreement.

(f) Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County Risk Management Division. The Tenant/Provider shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

(g) The County reserves the right to inspect the Tenant/Provider's original insurance policies at any time during the term of this Agreement.

(A) **Failure to Provide Certificate of Insurance**. If the Tenant/Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

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

XVII. **PROOF OF LICENSURE AND CERTIFICATIONS**. If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

A. Background Screening: The Tenant/Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Tenant/Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Tenant/Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Tenant/Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Tenant/Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Provider shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Tenant/Provider fails to furnish to the County proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds

and this Contract may be subject to termination at the sole discretion of the County.

XVIII. **CONFLICT OF INTEREST**. The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XIX. **CIVIL RIGHTS**. The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

XX. **NOTICES**. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord **Tenant/Provider**

Public Housing and Community Development (PHCD)
701 NW 1st Court, 16th Floor, Miami, FL 33136

XXI. **AUTONOMY**. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXII. **BREACH: REMEDIES**

(A) **Breach**. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

(B) **Remedies**. Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should

attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filing an action in a court of appropriate jurisdiction.

(C) **Damages Sustained**. Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.

XXIII. **TERMINATION BY EITHER PARTY**. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XIV. **MISCELLANEOUS**.

(A) **Sublease**. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.

(B) **Agreement Guidelines.** The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.

(C) **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the

duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.

(D) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither

intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

Notwithstanding the provisions set forth herein, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Provider or third party.

(E) Totality of Agreement/Severability of Provisions. This (14) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Parking Agreement (Not Applicable)
Attachment C:	Utility Payment Schedule (Not Applicable)
Attachment D:	Janitorial Services (Not Applicable)
Attachment E:	Extermination Services (Based on type of service)
Attachment F:	Miami-Dade County Affidavits
Attachment G:	State Public Entities Crime Affidavit

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

(F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the Tenant/Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.

(G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County, or any department of the County unless specifically stated herein.

(H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

(I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

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

(SEAL)

ATTEST:

_____
AGENCY'S NAME

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

_____
Type or Print Name

_____
Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

_____ Type or Print Name

_____ Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

Approved as to form and legal sufficiency:

By: _____
Assistant County Attorney