

Memorandum



Date: January 14, 2014

FC

Agenda Item No. 3(D)

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement between Miami-Dade County and Empowered Youth Inc., a Florida Non-Profit Corporation, for Vacant County-owned Land Located at 20 NE 29 Street, Miami, Florida - Lease No. 01-3125-004-0160-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution declaring surplus vacant County owned land located at 20 NE 29 Street, Miami, Florida and authorizing execution of a Lease Agreement (Lease) between the County and Empowered Youth Inc. a Florida Non-Profit Corporation (Tenant). More specifically, the resolution does the following:

- Authorizes the leasing of 6,900 square feet of vacant County owned land to be used by the Tenant to provide jobs and training to inner city young adults that have been involved with the Juvenile Justice System;
- Authorizes a lease term of two years plus two additional four year renewal option periods; and
- Waives Administrative Order 8-4 as it relates to review by the Planning Advisory Board.

Scope

The vacant County owned land is located in Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

This Lease Agreement will generate revenue to the County in the amount of \$7,015 for the first year of the initial lease term. This amount was calculated by multiplying the property's current assessed market value as determined by the Property Appraiser times the current millage rate. The annual rent for the second year and each year of the renewal option periods will be calculated the same way. It is estimated that this lease will generate a total of \$70,150 over the entire ten-year term of the Lease.

Track Record

The County has no record of negative performance issues with the Tenant. Miguel de la Torre, Asset Management and Development Officer, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement, and exercise the renewal and cancellation provisions.

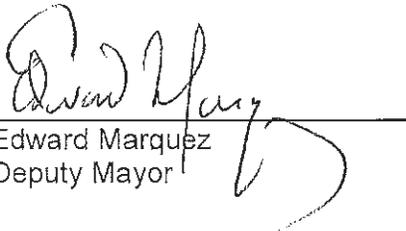
Background

The Tenant is a 501(c) 3 organization that was founded in 2006. It began as a mentoring program inside the Miami-Dade County Juvenile Justice Detention Center. It aspires to transform at risk youth into young entrepreneurs by providing mentoring, tutoring and employment. The Tenant believes that these learned skills will translate into real social and economic change by promoting social entrepreneurship, empowering the youth, their families, and their communities.

The County acquired this property in 2002 through tax deed for non-payment of taxes. It was recently circulated to County Departments to determine whether the County has any current or future use and none was identified. The Tenant will be placing "food trucks" on the property, with the appropriate permits and licenses from the State and the City of Miami, and will be operated by their youth clients under the supervision of mentors and trainers.

Additional Lease details are as follows:

- PRINCIPALS: Dorothy C. Adams, President/Director
Sophia Montenegro, Director
Linda Freeman, Director.
- LEASE TERM: Two years, with four additional two years renewal terms.
- EFFECTIVE DATES: Commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving the Lease Agreement.
- RENTAL RATE: The annual rent for the first lease year will be \$7,015 and is equal to the amount of ad valorem taxes that the property would generate if it was not tax exempt. The annual rental rate for the second year of the initial lease term and each year of the subsequent renewal option periods will be determined in the in the same fashion. This methodology of determining the rental rate is in accordance with the Resolution R-256-13 approved by the Board on April 2, 2013.
- LEASE CONDITIONS: The Tenant is responsible for all maintenance and operational costs associated with the use of the property.
- CANCELLATION PROVISION: The Landlord, in addition to specific clauses in the Lease Agreement that would trigger automatic cancellation, has the right to cancel the Lease Agreement for any reason by giving Tenant thirty days written notice.
- The Tenant has the right to cancel the Lease Agreement at any time by giving the Landlord at least ninety days written notice.


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: February 4, 2014

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

SUBJECT: Agenda Item No.

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

Agenda Item No.

Veto _____

2-4-14

Override _____

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS VACANT COUNTY OWNED LAND LOCATED AT 20 N.E. 29 STREET, MIAMI, FLORIDA, AND APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND EMPOWERED YOUTH, INC., A FLORIDA NON-PROFIT CORPORATION FOR SAID COUNTY OWNED LAND TO BE UTILIZED FOR JOBS AND TRAINING OF AT RISK INNER CITY YOUNG ADULTS THAT HAVE BEEN INVOLVED IN THE JUVENILE JUSTICE SYSTEM, WITH AN ESTIMATED TOTAL FISCAL IMPACT OF \$70,150 FOR THE INITIAL LEASE TERM AND THE TWO ADDITIONAL FOUR YEAR RENEWAL OPTIONS PERIODS; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Empowered Youth, Inc. is a Florida Non-Profit corporation organized for the purpose of creating opportunities and resources for youth in detention through the development of partnerships with existing community and business organizations that provide mentoring, entrepreneurship training, networking and outreach; and

WHEREAS, Empowered Youth, Inc. is desirous of entering into a Lease Agreement with Miami-Dade County for a vacant parcel of County owned land located at 20 N.E. 29 Street, Miami, Fl. (Folio No. 01-3125-004-0160); and

WHEREAS, the Board is satisfied that pursuant to Section 125.38 of the Florida Statutes, Empowered Youth, Inc. does require the use of the property for a use consistent

with its mission and in support of the community interest and welfare purposes for which it is organized, and finds that such lease for that use, would promote community interest and welfare and the property is not otherwise needed for County purposes; and

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 MIAMI-DADE COUNTY, FLORIDA, that:

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

Section 2 This Board hereby approves the terms of the Lease Agreement between Miami-Dade County and Empowered Youth, Inc. in substantially the form attached hereto, authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board, authorizes the County Mayor or Mayor's designee to enter into the lease in substantially the form attached hereto, incorporated herein by reference, and to take all actions necessary to effectuate the lease and to exercise all rights set forth in the lease pursuant to Section 125.38 of the Florida Statutes.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2014. 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.



Debra Herman

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as Lease Agreement) made on the day of , 2013, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as the "LANDLORD" or "COUNTY"), and EMPOWERED YOUTH INC., a Florida non-profit corporation, (hereinafter referred to as the "TENANT")

RECITALS

WHEREAS, the LANDLORD is the owner of certain real property, consisting of a vacant parcel of land located at 20 NE 29 Street, Miami, FL (Folio No. 01-3125-004-0160); and

WHEREAS, the TENANT is desirous of entering into a Lease Agreement with the LANDLORD for the purposes of installing a food trailer on the property that will be utilized to provide jobs and training to inner city young adults that have been involved with the Juvenile Justice System; and

WHEREAS, the TENANT is a Florida non-profit corporation organized for the purpose of creating opportunities and resources for youth in detention through the development of partnerships with existing community and business organizations that provide mentoring, entrepreneurship training, networking and outreach; and

WHEREAS, the LANDLORD is willing and has agreed, pursuant to Section 125.38 of the Florida Statutes, to enter into a Lease Agreement with the Tenant, so long as the TENANT, at all time, remains a Florida non-profit corporation and complies with all of the terms and conditions of this Lease Agreement.

WITNESSETH:

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

**An unimproved parcel of land located at 20 NE 29 Street, Miami, Florida.
Folio Number: 01-3125-004-0160 Lot Size 50' X 138' A/K/A Lot 25 Western
Boulevard Tract PB 1-108 Section 25 Township 53 South Range 41 East.**

TO HAVE AND TO HOLD unto said TENANT for a term of two (2) years ("Original Lease Term"), plus four (4) additional two (2) year renewal option periods, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving the lease agreement, ("Commencement Date") and terminating on the last day of the month that is two (2) years thereafter. The annual rent for the first year of the Original Lease Term shall be Seven Thousand Fifteen Dollars and 00/100 (\$7,015.00) , payable in twelve (12) equal monthly installments of Five Hundred Eighty-Four dollars and 58/100 (\$584.58), on the first day of every month to the Board of County Commissioners, c/o Internal Services Department, 111 N.W., First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual rental rate for the second year of the Original Lease Term and each year of the subsequent renewal option periods shall be an amount equal to the assessed market value of the demised premises for the current lease year as determined by the Miami-Dade County Property Appraiser multiplied by the tax millage rate applicable to the City of Miami.

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

**ARTICLE I
USE OF DEMISED PREMISES**

TENANT shall have use of the unimproved parcel of land, ("Demised Premises") solely for the purposes of installing a food trailer and outdoor seating that will be utilized to provide jobs and training to inner-city young adults that have been involved with the Juvenile Justice System.

**ARTICLE II
CONDITION OF DEMISED PREMISES**

TENANT hereby accepts the Demised Premises in the condition they are in at the beginning of this Lease Agreement, as an unimproved parcel of land.

ARTICLE III
IMPROVEMENTS BY TENANT

The TENANT, at its sole cost and expense, may make such temporary improvements and temporarily place equipment upon the Demised Premises as shall be reasonably necessary to place the Demised Premises in such state or condition that they may be used for the purpose for which the Lease is made and entered into. All plans and scheduling for the erection of any temporary structures improvements, or landscaping, shall be submitted to the Miami-Dade County Director of the Internal Services Department for approval before any work is started or any equipment is placed. TENANT shall be required to show the LANDLORD evidence of sufficient financing prior to any construction and shall obtain, and deliver, to the LANDLORD evidence of sufficient financing prior to any construction and shall obtain, and deliver, to the LANDLORD for approval, a payment or performance bond in the full amount of the cost of construction and otherwise in compliance with the requirements of Section 287.055 of the Florida Statutes. The Bond shall name Miami-Dade County as beneficiary.

It shall be the TENANT' s responsibility to include the following statement in any and all contracts in regard to improvements to the Demised Premises:

"All persons, firms or corporations dealing with the TENANT in respect to the furnishing of any labor, services or materials for the improvement of said Demised Premises is hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against the Demised Premises, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements."

If liens are placed upon said Demised Premises, TENANT shall be responsible for these liens as specified in Article XXI, "Additional Provisions," Item 1 Mechanic's, Materialmen's and other Liens. LANDLORD shall have no obligation, financial, regulatory or otherwise, for any and all activities necessary to construct, maintain, or repair improvements, or to operate within the Demised Premises during the term of this Lease.

If TENANT's use, construction activities or other actions by TENANT relative to the Demised Premises result in the introduction of hazardous materials or contamination of the soil or ground water, or the discovery of hazardous materials or contamination of the soil or ground water which would not have been discovered but for the TENANT' s use, construction activities or other actions relative to the

Demised Premises, then TENANT agrees (i) to notify LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold LANDLORD harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from and connected with any such contamination, claim of contamination or damage. This provision shall survive termination of this Lease Agreement.

If TENANT performs an environmental audit of the property prior to any construction activity and discovers hazardous materials or contamination of the solid or ground water which would not have been discovered but for TENANT's environmental audit, no liability or responsibility for same shall attach to TENANT.

ARTICLE IV **UTILITIES**

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the Demised Premises. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the Demised Premises.

ARTICLE V **MAINTENANCE**

The TENANT agrees to provide all maintenance required to keep the Demised Premises in a state of good repair, safe and clean condition at all times at the TENANT's sole cost and expense. The TENANT shall provide for removal of litter and trash from the Demised Premises at its expense.

TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT's use of the Demised Premises or any vandalism, malicious mischief or criminal acts thereto. TENANT shall notify LANDLORD after discovering any damage which TENANT is

responsible for maintaining, repairing or replacing, and TENANT shall take the necessary actions to remedy such damage promptly within thirty (30) days after said notice. No notice of damage to LANDLORD is required if TENANT takes remedial action within fifteen (15) days from the date the damage is discovered.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the Demised Premises or any temporary structure or improvement placed by Tenant on the property, should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, TENANT shall have six (6) months to decide whether or not to rebuild or cancel this Lease Agreement. If either the Demised Premises, temporary structures or improvements partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, this Lease Agreement shall be cancelled and TENANT shall return the Demised Premises to the LANDLORD in the condition the Demised Premises were in the beginning of this Lease Agreement. If TENANT chooses to cancel the lease, TENANT shall bear the cost of demolishing and clearing any remaining structure on the Demised Premises. If TENANT chooses

to rebuild but fails to complete the rebuilding within one (1) year of date of the event which destroyed or damaged the original structure, the LANDLORD may cancel this lease agreement.

ARTICLE VII
ASSIGNMENT

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

LANDLORD agrees to allow TENANT to place or move on to the Demised Premises TENANT'S personal property or personal property belonging to TENANT's agents, assigns, or partners, which includes, but is not limited to, vehicles, trailers, and containers. All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT, LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to inspect or enter said Demised Premises during all reasonable working hours, upon the giving of two days prior notice, to examine same. If repairs, additions, or alterations are deemed necessary for the safety, comfort, or preservation of the Demised Premises, LANDLORD shall notify TENANT of said repair and TENANT shall have thirty (30) days to complete the work. The parties can agree to an extension of time to make the deemed necessary repairs, additions, or alterations if needed. If said repairs, additions, or alterations are not completed within the time permitted to make such repairs, additions, or alterations, LANDLORD shall

make said repairs, additions or alterations. If LANDLORD makes necessary repairs, additions, or alterations, TENANT shall reimburse LANDLORD for the expense of same, within thirty (30) days of the submission of the invoice for the expense. Said right of entry shall likewise exist for the purposes of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF DEMISED PREMISES

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

Upon expiration or cancellation of this Lease, title to all permanent improvements to the land shall be vested in the LANDLORD without any compensation due the TENANT. All furniture and equipment which may be removed without material damage to the Demised Premises shall remain the TENANT's property and may be removed without damage to the Demised Premises.

The TENANT, within thirty (30) calendar days following the expiration or cancellation of this Lease, shall remove all personal property forthwith. Any of TENANT's personal property not removed in accordance with this Article shall constitute a gratuitous transfer of title thereof to the LANDLORD for whatever disposition is deemed to be the best interest of the LANDLORD. The LANDLORD shall

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend the Original Lease Term by delivery of written notice to LANDLORD no later than thirty (30) days prior to its expiration for four (4) additional two (2) year renewal periods upon the same terms and conditions. Duly exercised option periods are hereafter referred to as a "Renewed Option Period(s)". The annual rental rate for for the second year of the Original Lease and subsequent Renewed Option Period(s) shall be an amount equal to the assessed market value of the demised premises for the current lease year as determined by the Miami-Dade County Property Appraiser multiplied by tax millage rate applicable for the City of Miami for the year prior to the lease year.

Either party after the expiration of the first year of the first Renewed Option Period and continuing thereafter for any successive Renewed Option Period(s) shall have the right to cancel the Renewed Option Period by giving the other party at least ninety (90) days' written notice prior to its effective date.

ARTICLE XVI
CANCELLATION

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

A. Automatic Termination:

Institution of proceedings in voluntary bankruptcy by the TENANT.

Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

Assignment by TENANT for the benefit of creditors.

Failure to commence utilizing the Demised Premises for the purposes stated in Article I of this Lease Agreement within six (6) months of the Commencement Date of this Lease Agreement.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

Notwithstanding any other provision in this Lease Agreement to the contrary LANDLORD through its County Mayor or designee, shall have the right to cancel this Lease Agreement or any portion

thereof, at any time by giving the TENANT at least thirty (30) days written notice prior to its effective date.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least ninety (90) days written notice prior to its effective date.

ARTICLE XVII
DISABLED INDIVIDUALS

The TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the American with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended. The TENANT further warrants that the Demised Premises and any improvements thereto and access thereto, including but not limited to restrooms, hallways, entryways to the street and accessible parking under TENANT's dominion and control, if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. The TENANT covenants and agrees that the Demised Premises and any improvements thereto and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's sole cost and expense.

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT; attention of

the Executive Director, 2410 Brickell Avenue Apt 302C, Miami, Florida 33129 shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement. Notices required by this Lease Agreement shall be delivered by certified mail to the addresses identified above. Delivery will be deemed made on the date of such mailing.

Notices required by law shall be made according to the statutes, rules, or laws governing such notices.

ARTICLE XIX INSURANCE

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

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

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

- B. Workers Compensation Insurance as required by Chapter 440, Florida Statutes.

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

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

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

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

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD prior to expiration.

ARTICLE XX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations. Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XXI
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as

herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

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

**ARTICLE XXIII
GOVERNING LAW**

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

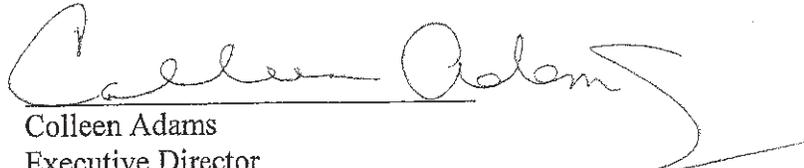
IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

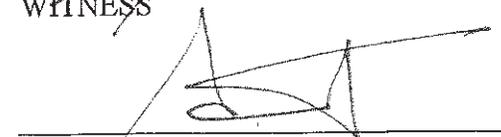
EMPOWERED YOUTH INC.,
a Florida Not-for-Profit Corporation
(TENANT)



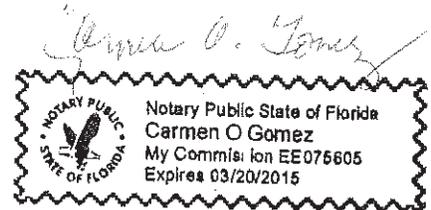
WITNESS

By: 

Colleen Adams
Executive Director



WITNESS



(OFFICIAL SEAL)

ATTEST:
HARVEY RUBIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos Gimenez
Mayor
(LANDLORD)

Approved by County Attorney as
to form and legal sufficiency: _____

1450 BRICKELL BAY DRIVE
#411, MIAMI FL 33131



PHONE: (786) 317-4160

Empowered Youth: Description and History

Empowered Youth, Inc is a 501(c)3, founded in 2006. The program began as a mentoring program inside the Miami-Dade Juvenile Justice Detention Center. Our community-based program, Empowered Youth Neighborhood (EYN), was founded in 2010, followed by Phase 2 of the program, Empowered Youth Entrepreneurs (EYE), in 2011 to provide jobs for our EYN graduates. Empowered Youth firmly believes that the pathway to success for "at-risk" young men is through opportunity.

Our mission is to empower inner-city boys and we are proud and gratified to be achieving that goal. We are now on our 8th session of the program, and **85% OF THE GRADUATES OF EYN HAVE REMAINED OUT OF THE JUVENILE JUSTICE SYSTEM SINCE ITS INCEPTION IN 2010.**

The Empowered Youth Program operates in two phases. The first phase of the program, Empowered Youth Neighborhood (court-ordered for most students), helps the boys to find their gifts, skills, talents and abilities. The second phase of the program, Empowered Youth Entrepreneurs LLC, allows EYN graduates to *use* those same gifts, skills, talents and abilities to earn money legally and learn entrepreneurial skills. As leaders and entrepreneurs, they can go back into their communities and create real, lasting change.

Phase 1: Empowered Youth Neighborhood offers the DJJ-approved Botvin Life Skills curriculum; mentors; tutors; accompanies the boys to court /school; refer youth to community partners for individual, family and drug counseling; and essentially does everything possible to provide our students with the support, resources and opportunity they need to become successful.

Phase 2: Empowered Youth Entrepreneurs LLC, is an umbrella company under which several different business models will be launched to match the diverse skills/interests of our EYN graduates. Each of these business models are started/run by the graduates of the Empowered Youth Neighborhood Program under the careful guidance, direction and mentoring of a Business Advisory Board comprised of local business leaders and partnerships with The University of Miami School of Business Communications (who created the Young Entrepreneur Series/curriculum specifically for the students/graduates of the Empowered Youth Neighborhood Program) and Johnson & Wales University. Both universities provide training programs for our graduates/Independent Partners in Entrepreneurship and the Hospitality Industry. The boys receive Certificates of Completion for each of the University training sessions they take. EYE independent Partners receive college-level classes to prepare them for success. We also work with many other corporations and agencies in the community to provide our Independent Partners with as much sophisticated entrepreneurial training as possible.

Our current business models include an urban apparel line called EY StreetWear; an EY YouthPower Division (which provides hourly wage jobs for the boys to give them money in their pockets and to teach them responsibility/work ethics); a restaurant franchise called VIBE 305 that is currently under development; an EY Music Division that will allow the many musically talented boys in our program to develop their gifts in that industry; and EY Productions that will allow our talented young men to pursue a career in videography and film.

The training for the Independent Partners is transforming them into first-class businessmen. In July, four Independent Partners from EY StreetWear competed against **16 teams of youth from FIVE countries** to land **FIRST PLACE** in the regional Ultimate Life Entrepreneurship Camp Business Plan Competition in Miami!!

Our EYN/EYE programs have received wonderful recognition both nationally and internationally, and will be included in an up-coming U.S. State Department documentary about progressive programs in the U.S. who are working to alleviate youth violence. We will also be one of only five (5) non-profits showcased at the recent Classy Collaborative in San Diego this past September. We are very proud of the growth and development of the young men in our program...from the street to entrepreneurs and small business owners.

Frequency of contact: The Empowered Youth Neighborhood Program meets three times a week for current students; while graduates of the program become eligible to join the Empowered Youth Entrepreneurs LLC, which also meets a minimum of three times a week for entrepreneurial/job training as well as actual work. That does not include the weekly contact that students/graduates have with their program and business mentors.

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DJJ FACTS

According to an article published in December of 2010 by the Southern Poverty Law Center, *Florida over-utilizes residential placements for children. Thousands of children committed to DJJ simply do not belong in custody: 71% are non-violent offenders, and more than 1,100 have never committed a felony. Not only are too many children committed to DJJ, but they stay in residential facilities far too long.*

The DJJ's over reliance on incarceration has compromised public safety and hurt Florida's finances. Community-based approaches to juvenile delinquency are more effective, more efficient, and ready to be expanded. By shifting resources from expensive residential facilities to more efficient and effective community-based sanctions, the state can enhance public safety, save money, and achieve better results for Florida's youth.

- *According to the Tampa Bay Times, it costs \$280 per day to house a youth in a minimum 21-day detention center: 21 days x \$280 = \$5,880 per youth for a 3-week minimum stay in detention.*
- *Eckerd Re-Entry cites a cost of \$300 per day for a minimum 6-month stay in a residential program: \$300 per day x 180 days = \$54,000.*
- *The State of Florida DOJ tells us that, in Florida, it costs \$18,980 to house an inmate (or youth direct-filed to the adult system) for one year. On Feb 1 of 2010, there were 100,866 inmates in prison and 392 on death row (the average inmate is on death row for over 10 years.) This factors-out to \$1,921,876,840 or nearly two billion dollars annually. In addition, Florida's recidivism rate for adult/youth direct-filed to the adult system is 32.8%. One out of every three inmates released from a Florida prison facility will return to a Florida prison facility within three years. This rate doesn't even take into account recidivist prisoners who are admitted into a county jail, out-of-state prison or federal prison.*
- **Between our Empowered Youth Neighborhood and Empowered Youth Entrepreneurs Programs, we serve 70 moderate- to high- risk youth a year at an average cost of \$2,455.69 per youth. That cost includes feeding the youth for each program, transporting them, mentoring them, training them as entrepreneurs and small business owners, and diverting them from the Juvenile/Criminal Justice systems.**

Empowered Youth programs transform 'at-risk' youth into young entrepreneurs, who can then go back into their inner-city communities to create real social and economic change. Our business model is the definition of social entrepreneurship, as through our program and business models, we empower youth, their families, and their communities.

The minimum exposure to our program is 6 months (for the court-ordered Empowered Youth Neighborhood Program); the maximum exposure is indefinite, as many students come back as mentors to new students and also remain involved in Empowered Youth Entrepreneurs as Independent Partners.

6 -Florida Department of Juvenile Justice. 2010. Exhibit D-3B-2: Priority Listing for Possible Reduction for Request Year (10/14/2010).

Colleen Adams, Founder/Executive Director, 1450 Brickell Bay Dr., #411, Miami, FL 33131

EMPOWERED YOUTH, INC.

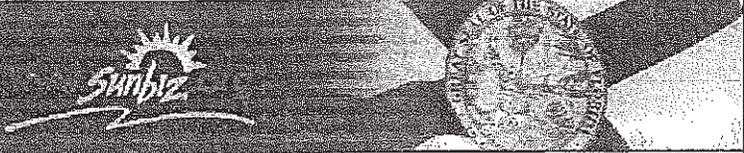
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#411, MIAMI FL 33131



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Telephone: 786-317-4160; Email: colleen@empoweredyouthusa.org

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Florida Non Profit Corporation

EMPOWERED YOUTH, INC.

Filing Information

Document Number N03000007410
 FEI/EIN Number 753128668
 Date Filed 08/22/2003
 State FL
 Status ACTIVE
 Last Event AMENDMENT AND NAME CHANGE
 Event Date Filed 04/28/2008
 Event Effective Date NONE

Principal Address

1450 BRICKELL BAY DRIVE
 #411
 MIAMI FL 33131

Changed 03/31/2010

Mailing Address

1450 BRICKELL BAY DRIVE
 #411
 MIAMI FL 33131

Changed 03/31/2010

Registered Agent Name & Address

ADAMS, DOROTHY C
 1450 BRICKELL BAY DRIVE
 #411
 MIAMI FL 33131 US

Name Changed: 08/17/2011

Address Changed: 03/31/2010

Officer/Director Detail

Name & Address

Title DVP

MONTENEGRO, SOPHIA
 2165 S.W. 103 PLACE
 MIAMI FL 33165

Title DT

FREEMAN, LINDA
1450 BRICKELL BAY DRIVE, #411
MIAMI FL 33131

Title OED

ADAMS, DOROTHY C
1450 BRICKELL BAY DRIVE, #411
MIAMI FL 33131

Annual Reports

Report Year Filed Date

2011	04/18/2011
2011	08/17/2011
2012	03/21/2012

Document Images

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05/01/2008 -- ANNUAL REPORT	[View image in PDF format]
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Event Date Filed 10/31/1996
Event Effective Date NONE
First Used in Florida NONE
First Used Anywhere NONE
Status INACTIVE

Mark Used In Connection With

Owners

Name & Address

JUDITH OF MIAMI II, INC.
A FLORIDA CORPORATION
675 NW 29TH STREET
MIAMI, FL 33137

Type/Class

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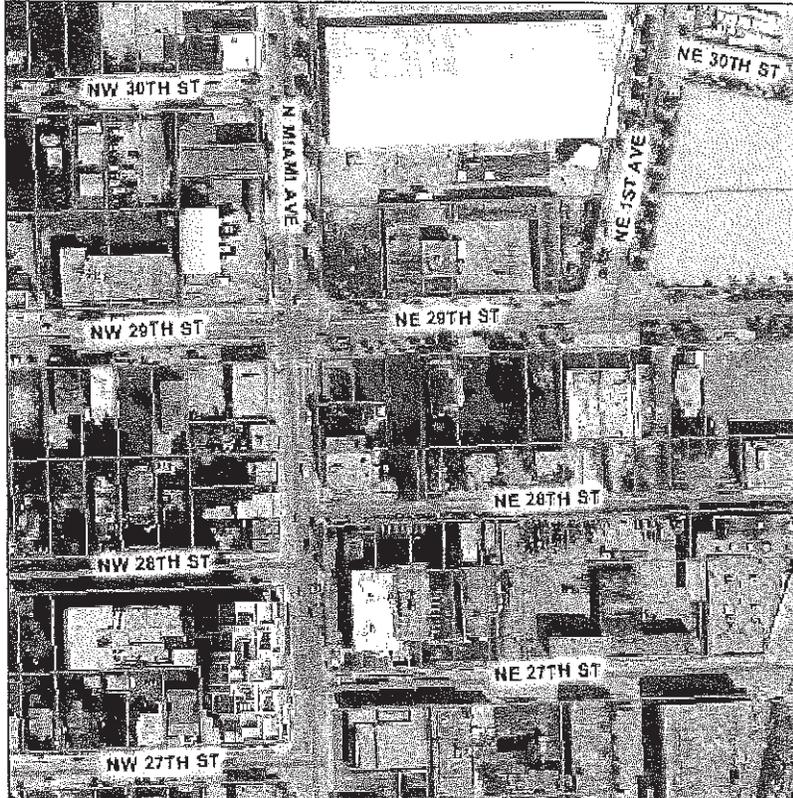
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Miami-Dade County, Florida

MIAMI-DADE

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Property Information Map



Aerial Photography - 2012

0 — 114 ft

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Close

Summary Details:

Folio No.:	01-3125-004-0160
Property:	20 NE 29 ST
Mailing Address:	MIAMI-DADE COUNTY ISD R/E MGMT 111 NW 1 ST STE 2460 MIAMI FL 33128-

Property Information:

Primary Zone:	6101 CEN-PEDESTRIAN ORIENTATIO
CLUC:	0080 VACANT LAND GOVERNMENT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	6,900 SQ FT
Year Built:	0
Legal Description:	25 53 41 PB 1-108 WESTERN BOULEVARD TRACT LOT 25 LOT SIZE 50,000 X 138 OR 20332-3808 0302 3 OR 11383-1862 0382 02

Assessment Information:

Year:	2013
Land Value:	\$310,500
Building Value:	\$0
Market Value:	\$310,500
Assessed Value:	\$310,500

Taxable Value Information:

Year:	2013
Taxing Authority:	Applied Exemption/ Taxable Value:
Regional:	\$310,500/\$0
County:	\$310,500/\$0
City:	\$310,500/\$0
School Board:	\$310,500/\$0

Sale Information:

Sale Date:	3/1982
Sale Amount:	\$160,000
Sale O/R:	11383-1862
Sales Qualification Description:	Deeds which include more than one parcel
View Additional Sales	