

MEMORANDUM

Agenda Item No. 11(A)(5)

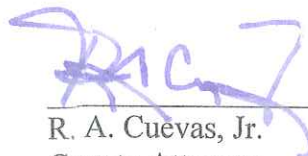
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Resolution declaring surplus
County-owned Land and
improvements located at 4240
N.W. 27th Ave., Miami, Florida,
waiving the requirements of
Administrative Order 8-4 as they
relate to review by Planning
Advisory Board, and approving
Pursuant to Section 125.38,
Florida Statutes terms of Lease
Agreement between Miami-Dade
County (landlord) and the
Historic Hampton House
Community Trust, Inc. (tenant)

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson, and Co-Sponsors Vice Chairman Esteban L. Bovo, Jr., Commissioner Barbara J. Jordan, Commissioner Dennis C. Moss and Commissioner Juan C. Zapata.



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Agenda Item No. 11(A)(5)

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)(5)

2-3-15

RESOLUTION NO. _____

RESOLUTION DECLARING SURPLUS COUNTY-OWNED LAND AND IMPROVEMENTS LOCATED AT 4240 N.W. 27TH AVE., MIAMI, FLORIDA, WAIVING THE REQUIREMENTS OF ADMINISTRATIVE ORDER 8-4 AS THEY RELATE TO REVIEW BY PLANNING ADVISORY BOARD, AND APPROVING PURSUANT TO SECTION 125.38, FLORIDA STATUTES TERMS OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY (LANDLORD) AND THE HISTORIC HAMPTON HOUSE COMMUNITY TRUST, INC. (TENANT), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE PREMISES KNOWN AS THE HAMPTON HOUSE MOTEL AT AN ANNUAL RENT OF \$1.00 FOR THE 50 YEAR INITIAL TERM OF THE LEASE; WAIVING RESOLUTION NO. R-256-13 AS IT RELATES TO REQUIRING A RENTAL PAYMENT IN LIEU OF PAYING TAXES; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE LEASE AND TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF ITS EXECUTION

WHEREAS, The Hampton House Motel ("Hampton House") opened its doors in 1954 and was one of a handful of segregation-era motels in Miami that catered to African American celebrities, local musicians and African American families vacationing at or visiting South Florida; and

WHEREAS, it played a pivotal role in the social justice movement of the South and Dr. Martin Luther King, Jr., Muhammad Ali and Sammy Davis, Jr. among others, were often guests at the motel; and

WHEREAS, in 1960, Dr. Martin Luther King, Jr. gave an early version of his "I Have a Dream" speech at the motel; and

WHEREAS, during the 1950's and 1960's, the Hampton House provided local musicians an opportunity to play in jam sessions alongside such legendary artists as Sammy Davis, Jr., Duke Ellington, Lena Horne, and Dinah Washington and became a major social and political gathering place for African Americans; and

WHEREAS, on April 17, 2002, the Historic Preservation Board of Miami-Dade County designated the Hampton House a historic site; and

WHEREAS, in 2004, the County purchased the Hampton House using Community Development Block grant funds; and

WHEREAS, this Board, via Resolution No. R-607-09, approved a government facilities application for preservation, restoration and adaptive re-use of the Hampton House to allow it to be used to house a small museum featuring exhibits in honor of the famous guests who once stayed at the motel, a small banquet/meeting hall, classrooms, and a studio for musical instruction; and

WHEREAS, the County, utilizing Building Better Communities General Obligation Bond Program ("Bond Program") funds, restored the Hampton House; and

WHEREAS, the Historic Hampton House Community Trust, Inc. ("The Trust") has been instrumental in the preservation of the Hampton House, including petitioning this Board to include the Hampton House in the 2004 Bond Program; and

WHEREAS, The Trust has requested, and the County desires to, lease the Hampton House to The Trust so that it may be fully built out and utilized by The Trust, sub-tenants, and the public consistent with the purposes and uses approved by this Board and so that it may once again become a destination of culture, music and social and civic engagement for the community; and

WHEREAS, since 2009, the County has been in continuous and ongoing negotiations with The Trust regarding the completion of the restoration and the terms of the Lease Agreement; and

WHEREAS, this Board is satisfied that, consistent with Section 125.38, Florida Statutes, The Trust is a Florida not-for-profit corporation, that does require the property for a use consistent with its mission and in support of community interest and welfare, purposes for which it is organized, and finds that such lease for that use would promote community interest and welfare such as cultural exhibitions, and that the property is not otherwise needed for County purposes; and

WHEREAS, this Board, pursuant to Resolution No. R-256-13, has set forth a policy requiring leases with not-for-profit corporations to include lease terms that require a rent payment in lieu of paying taxes in the event that tax exempt status is achieved by the not-for-profit corporation, unless a hardship or other substantial reason exists for foregoing such payment; and

WHEREAS, requiring such payment in lieu of taxes from The Trust would create an economic hardship for The Trust and would threaten its ability to operate the historic Hampton House for the cultural, civic and social participation and enjoyment of the community; and

WHEREAS, it is in the best interest of the County and its citizens to waive the requirements of Resolution No. R-256-13 requiring the payment of rent in lieu of taxes to ensure that the Hampton House is built out and is operated,

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

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

Section 2. This Board declares surplus that County-owned land and improvements located at 4240 N.W. 27th Ave., Miami, Florida, known as the Hampton House (“Premises”) and waives the requirements of Administrative Order 8-4 as they relate to review of the proposed Lease Agreement by the Planning Advisory Board.

Section 3. This Board approves, pursuant to Section 125.38, Florida Statutes, the terms of the Lease Agreement, in substantially the form attached hereto, between Miami-Dade County (as landlord) and The Trust (as tenant), a Florida not-for-profit corporation, for the Premises at an annual rent of \$1.00 (“Nominal Rent”) for the initial 50-year term of the Lease Agreement. In approving the Nominal Rent, this Board waives the requirements of Resolution No. R-256-13 regarding the payment of rent in lieu of taxes, as payment of any rent beyond the Nominal Rent would place an undue hardship on The Trust.

Section 4. This Board authorizes the County Mayor or Mayor’s designee to execute the Lease Agreement and to exercise any and all rights conferred therein, and directs the County Mayor or Mayor’s designee to provide to the Property Appraiser’s Office an executed copy of the Lease Agreement within thirty (30) days of its execution. In exercising the rights of approval for subleases, the County Mayor or Mayor’s designee shall only approve subleases that are for the permitted uses of the Premises as set forth in Section 1 of the Lease Agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson, and the Co-Sponsors are Vice Chairman Esteban L. Bovo, Jr., Commissioner Barbara J. Jordan, Commissioner Dennis C. Moss and Commissioner Juan C. Zapata. 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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Monica Rizo

**HAMPTON HOUSE MOTEL
LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Agreement") entered into and made effective this _____ day of _____, 20____ by and between Miami-Dade County, a political subdivision of the State of Florida, having its principal office located at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter "County"), and The Historic Hampton House Community Trust, a Florida not-for-profit company, existing under the laws of the State of Florida, having its principal office located at 5400 N.W. 22 Avenue, Suite 704, Miami, Florida (hereinafter "Trust").

RECITALS:

WHEREAS, the County owns the Hampton House Motel property, purchased by the County, located at 4240 N.W. 27th Avenue, in Miami-Dade County, Florida (County Folio No.: 30-3121-000-1316), for the use by patrons, guests, customers, tenants, employees and visitors, which facility is administered for the County by its Director of Public Housing and Community Development (the "Department"); and

WHEREAS, in 2002, the County purchased the Hampton House Motel property upon the recommendation and suggestion of the Trust; and

WHEREAS, the Hampton House Motel property is representative of a period of history and culture in the Miami community; and

WHEREAS, the Hampton House Motel is intended to be utilized as a multi-use center, of social and cultural life, for the local community; and

WHEREAS, the Trust has offered to lease and operate the Hampton House Motel (the "Hampton House") in the manner that shall conform to the Permitted Uses, as described herein below, and in a manner that is otherwise consistent with this Agreement, including any and all associated exhibits, addenda and attachments, all incorporated herein by this reference; and

WHEREAS, the County has determined that it does not have a need to utilize or otherwise occupy the Hampton House; and

WHEREAS, the County, pursuant to Section 125.38, *Florida Statutes*, finds that the Trust requires the Hampton House to benefit the public or community interest purposes, and the Hampton House property is not otherwise needed for County purposes, and that a lease regarding the Hampton House to the Trust would promote public or community interest and welfare; and

WHEREAS, the Board of County Commissioners, by County Resolution, R- -14, has determined that it is in the best interest of the County to lease the Hampton House property to the Trust; and

WHEREAS, the Trust has agreed to lease, occupy, manage, and operate the Hampton House property in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree that they have knowingly and voluntarily entered into this Agreement.

WITNESSETH:

The County, for and in consideration of the restrictions and covenants herein contained, hereby leases to Trust and the Trust hereby agrees to lease from the County the Hampton House property as described herein, along with the following terms and conditions:

1. **Permitted Uses:** The County hereby grants unto the Trust; and the Trust hereby accepts from the County for the term, at the agreed upon rate, with the covenants and conditions as set forth herein, to lease and operate the Hampton House property consistent with the Permitted Uses, which are a small museum featuring exhibits in honor of the famous guests who once stayed at the property, a small banquet/meeting hall, classrooms, and a studio for musical instruction. Trust shall use the Hampton House only for the use(s) permitted, which are consistent with the Government Facilities Hearing Application, which was filed in 2009 (Resolution No.: R-607-09). The Trust acknowledges and agrees that the Hampton House shall be utilized for the benefit of the public and/or community interest and welfare, and the Trust shall use and operate the Hampton House, generally, as a multi-use center, of social and cultural life, for the local community. The Trust agrees that the Hampton House must be open to all Miami-Dade County residents, and Miami-Dade County residents shall have equal access and use of the Hampton House. The Trust shall use the Hampton House property only for lawful uses, and in accordance with the requirements set forth herein. The Trust shall conduct its business at all

times in accordance with this Agreement.

(A) The Trust's preliminary budget for the operation of the Hampton House is attached to this Agreement, and marked as Appendix A, and is incorporated herein by reference. The Trust acknowledges and agrees to adhere to the preliminary budget, and should any changes occur in the budget, including, but not limited to establishing a final budget, the Trust agrees to present it to the Department for approval.

(B) The Trust's pro forma, for a five (5) year period beginning on the Commencement Date, as defined below, is attached to this Agreement, and marked as Appendix B, and is incorporated herein by reference.

2. **Operations:** Upon commencement of its operations, the Trust shall continuously and uninterruptedly use and operate for purposes outlined in this Agreement, all of the Hampton House, including such minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space shall only be used in connection with the business conducted by the Trust in the Hampton House; and the Trust will have on the premises adequately trained personnel for any and all service to customers, visitors, and/or guests. Further, the Trust shall not discontinue such operations for any consecutive period of thirty (30) days, or more, without the prior written consent of the County, specifically the County Mayor, or County Mayor's designee. Any failure of the Trust to continue its operations, as described herein, shall be deemed an event of default, and as a result thereof, this Agreement may be terminated by the County, specifically the County Mayor, or the County Mayor's designee, in accordance with the terms and conditions of this Agreement.

3. **Limitations on Use:** Subject to the Trust's right to use the Hampton House for the purposes specified in this Agreement, the Trust shall not suffer or permit the Hampton House, or any part thereof, to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way: (i) violate any legal requirements or insurance requirements; (ii) cause structural injury to the Hampton House, or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Hampton House; (v) impair or interfere with the physical grounds or property surrounding the Hampton House; (vi) be considered obscene (as defined by *Florida Statutes*) including, but not limited to, designating or otherwise naming any portion of the Hampton House, and/or the property/ground underneath, above, or surrounding the Hampton House by any name that, in the opinion of the County, is considered obscene (designating or naming any portion of the Hampton

House, and/or the property/ground underneath, above, or surrounding the Hampton House must first be approved by the County's Board of County Commissioners); or (viii) impair any of the County's right, title or interest in or to the Hampton House.

4. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and/or lawful conduct of the Trust's business, including leasing and/or operation in the Hampton House, or any part thereof, or if failure to secure such license or permit would in any way adversely affect the County, the Trust at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. The Trust shall at all times comply with the terms and conditions of each license and/or permit.

5. **County right to utilize Hampton House:** The parties hereby acknowledge and agree that the County hereby has reserved its right to utilize or otherwise temporarily occupy the Hampton House without any cost to the County, except for direct expense incurred by the Trust because of the County's use of the Hampton House during the term of this Agreement. Such usage by the County will be at a time that is mutually convenient to both parties. Prior to any such usage, the County and the Trust will confer and arrive at an agreed upon estimated amount of expenses that the Trust expects to incur as a result of the County's use of the Hampton House. After any such usage, the Trust shall provide the County with an invoice/bill, which will be approximately the same amount as the estimated amount of expenses, and the County shall reimburse the Trust for such expenses.

6. **Improvements by Trust:** The Trust, at its sole cost and expense, agrees to make such improvements to the Hampton House that it shall deem reasonably necessary to place the Hampton House in such a state or condition that the Trust can use it for the purposes described in this Agreement. The Trust acknowledges and agrees that it has submitted to the County a list of improvements that it anticipates making to the Hampton House after the commencement of this Agreement ("Trust's Improvements"), which list is attached hereto, marked as "Exhibit A", and is incorporated herein by reference. The Trust further acknowledges and agrees that the County has relied upon the Trust's assertion that it will make all of the Trust's Improvements, with the County's prior written permission, to the Hampton House, in a timely manner. The Trust agrees to provide the County with copies of any and all plans and specifications pertaining to the Trust's Improvements for the County's review and approval at least sixty (60) days prior to the Trust seeking approval of such plans and specifications from the appropriate building department, and/or any other governmental entity or agency.

(A) With specific regard to the Trust's submittal of any plans for the Trust's Improvements, the Trust shall submit its plans and specifications to the Department prior to any submission to any other governmental department and/or agency, and such submittal to the Department shall be in addition to any requirement for the Trust to secure any other type of governmental department and/or agency approval and/or permit. For each submittal to the Department, the Trust shall submit three (3) sets of prints with the submission date noted on each print, and also three (3) copies of paragraph 6 of this Agreement.

(i) Upon its initial receipt of each of the plans and specifications, the Department shall review same, reasonably and in good faith, and shall, within thirty (30) calendar days after receipt thereof, advise the Trust in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of disapproval, the Trust shall, within thirty (30) calendar days after the date the Trust receives such disapproval, make those changes necessary to meet the Department's stated grounds for disapproval. Upon its receipt of revised plans and specification showing the changes requested by the Department, the Department shall review same, reasonably and in good faith, and shall, within fifteen (15) calendar days after receipt thereof, advise the Trust in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval.

(ii) As an alternative to revising the plans and specifications upon receipt of the Department's disapproval of the initial submission, the Trust may request reconsideration of such comments, by first describing in detail why it reasonably believes that the plans and specification should not be changed or modified, in which case, within thirty (30) calendar days of such request for reconsideration, the Department shall again advise the Trust in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. If the Department continues to disapprove after reconsideration, the Trust shall resubmit revised plans and specifications to the Department within thirty (30) calendar days after the date the Trust receives such disapproval. Any resubmission shall be subject to review and approval by the Department, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by the Department. The Department and the Trust shall in good faith attempt to resolve any disputes concerning the plans and specifications in an expeditious manner. If the Department shall have approved any aspect of the plans and specifications in an earlier submittal, and no portion of the revised plans and specifications has affected the earlier-approved aspect, the Department shall not have the right to disapprove that which it approved earlier, absent a finding that said aspect of the plans and specification unreasonably hampers the value of the Hampton House property, and/or interferes with the status of the Hampton House

property as a historic building, as determined by the county, and/or it fails to comply with applicable federal, state or county laws.

(iii) Following completion of the approval process described above, the Department approved plans and specifications for the build-out of any portion of the Hampton House shall be the construction plans for that portion(s) of the Hampton House. The Department's approval shall be in writing and each party shall have a set of construction plans signed by all parties as approved. In the event any material change occurs after approval of the construction plans for that portion(s) of the Hampton House, then the Trust must resubmit the changed portion of the construction plans for the Department's reasonable approval (irrespective of whether the change is required by another County department as part of the permitting and/or approval process).

(B) The Trust understands and agrees that the County reserves the right to approve, reject, and/or modify any and all plans and specifications for the improvement, including any build-out of the Hampton House, submitted by the Trust. The Trust further acknowledges and agrees that the County's approval of such plans and specifications is both separate and distinct from any approval needed for regulatory purposes, such as for permits and/or approval from the County's department of Regulatory and Economic Resources, specifically its Building Division (formerly the Building Department), and the Division of Planning and Zoning (formerly the Department of Planning and Zoning), and/or Fire Department.

(C) The Trust shall cause any and all improvements, including, but not limited to the Trust's Improvements, to be performed competently and in a good and workmanlike manner by duly qualified and licensed person(s) or entities, using first grade materials, and performed to completion without unnecessary interference with, or disruption to, the nearby property owners and/or neighbors.

(D) Further, the Trust shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by the Trust and/or its contractor on or about the Hampton House property, and shall obtain and deliver to the County "releases" or waivers of liens from all parties doing work on or about the Hampton House property, along with an affidavit from the Trust stating that all bills and/or invoices have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Hampton House property.

(i) Trust hereby acknowledges and agrees that any and all design and construction work

must comply with the requirements regarding the County's small business measures, including the Community Small Business Enterprise ("CSBE") and Community Business Enterprise ("CBE") programs.

(ii) Trust further acknowledges and agrees that any and all construction must be competitively bid in accordance with, and/or required by, Section 255.20, *Florida Statutes*.

(E) If the Trust's construction or repair activities or other actions to improve the Hampton House property, including, but not limited to the Trust's Improvements, result in the introduction of hazardous materials or contamination of the soil or ground water, then the Trust agrees to: 1.) immediately notify the County of any contamination, claim of contamination or damage; 2.) after consultation and with the approval of the County, to clean up the contamination in full compliance with all applicable statutes, regulations and standards; and 3.) to indemnify, defend and hold the County harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

7. **Recitals, Appendix and Exhibits:** The parties by acknowledge and agree that the recitals and any and all appendices, exhibits, addendums, and attachments mentioned, listed, referred to or otherwise described in this Agreement are hereby incorporated in and made a part of this Agreement.

8. **Property Description:** The Hampton House is approximately 29,445 square feet, the lot size is approximately 36,162 square feet, and is located at 4240 N.W. 27 Avenue, Miami, Florida 33142, as depicted in the map attached hereto, marked as "Exhibit B", and which is incorporated herein by reference. The County and the Trust agree that the foregoing square footage, regarding building size and lot size, are only an approximation of size, as such have not been duly measured by the County. Further, the Trust is fully aware of the size of the Hampton House, and the surrounding property or grounds, and has determined that they are sufficiently suited for the Trust's intended purposes.

(A) The condition of the Hampton House, upon leasing to the Trust, will consist of two (2) different interior conditions, including both shell space (meaning no interior build-out) and finished space. Upon the Commencement Date, as defined below, the Hampton House will consist of approximately 29,445 square feet of space, of which, ten (10) rooms, approximately 9,983 square feet will be shell space. The shell space will consist only of concrete walls, sealed concrete floors slabs with smooth troweled finished, high impact windows, and fire sprinkler system (no ceiling and no HVAC

service). Separately, approximately 19,462 square feet, consisting of the remaining areas in the Hampton House, will be in the condition of finished space, consisting of only the following: A.) A fire sprinkler system; B.) Electrical service conduit and wire appropriate for commercial use. Electrical service shall be terminated with wall outlets; C.) Domestic water and plumbing system, and vents and waste lines; D.) HVAC system; E.) Concrete floor slabs with smooth troweled finished; F.) Fire alarm with smoke detectors; G.) Drywalls, taped and unpainted; H.) Installed commercial ceiling light fixture; I.) Four (4) restrooms, each with the appropriate toilet(s), sink(s), mirror(s), toilet paper holder(s), grab bar(s), and soap dispenser(s); and J.) In the area designated as the "Prep Room" there will be one (1) sink and two (2) tables that are affixed to the floor (note, not a kitchen). In addition, note that wiring for telephone service will terminate outside the building. An illustration generally depicting the areas that will be delivered to the Trust as shell space and as finished space is attached hereto, marked as "Exhibit C", and is incorporated herein by this reference (note, Exhibit C is not intended to be utilized by the Trust for any other purpose or reason except as stated herein).

(B) Notwithstanding anything to the contrary contained herein, the Hampton House property has been inspected by the Trust who acknowledges, agrees to lease, and accepts the Hampton House in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the County does not offer any implied or expressed warranties as to the condition of the Hampton House and/or whether it is fit for any particular use or purpose.

(C) The Trust acknowledges and agrees that the Hampton House is a building of historic significance. The Hampton House was designated a historic site by the Historic Preservation Board of the County on April 17, 2002. As a historic site, the Trust acknowledges and agrees to protect and/or otherwise preserve the Hampton House to ensure the cultural heritage and historic resources for future generations. As a historic property, the Trust agrees to secure, in addition to any other consent from the Department or the County, the prior written permission of the County's historic preservation staff before making any physical changes to the exterior of the Hampton House. In addition, the Trust agrees that all work shall comply with the County's Historic Preservation Ordinance and the Secretary of Interior Standards for Restoration and Rehabilitation, as well as in accordance with any and all restrictive covenants that are connected with the Hampton House property, which restrictive covenants include, but are not limited to, those that were filed and recorded on or about October 26, 2007 (OR Book 25985 Pages 296-299, and OR Book 26012 Pages 3334-3338).

9. **Term:** The term of this Agreement is for a period of fifty (50) years. This Agreement shall become

effective ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Agreement becomes effective, as provided herein, is called the "Execution Date". The Execution Date shall be materialized and confirmed in a document named Confirmation of Execution Date, which shall be executed by the County in the form attached hereto as Schedule 9.01. So long as the Execution Date has not occurred, the "Commencement Date" shall be the date that the County completes its renovation/construction and obtains a certificate of occupancy on the finished space(s) of the Hampton House. If the Execution Date has occurred after the County has obtained a certificate of occupancy on the finished space(s) of the Hampton House, then the Execution Date and the Commencement Date shall be the same date, and in such case the terms shall be synonymous. The date that the Trust shall take possession of the Hampton House, beginning the term of this Agreement, shall be on the Commencement Date. The Commencement Date shall be materialized and confirmed in a document named Confirmation of Commencement Date, which shall be executed by the County in the form attached hereto as Schedule 9.02. Further, the County and the Trust also agree that this Agreement is scheduled to terminate on _____, 20____ (hereinafter "Termination Date"), which date is fifty (50) years after the Execution Date.

(A) This Agreement shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the County or the Trust to terminate the same, and the Trust hereby waives notice to vacate or quit the Hampton House, and further agrees that the County shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Hampton House, from the Trust holding over, to the same extent as if statutory notice had been given. The Trust hereby agrees that if it fails to surrender the Hampton House property at the end of the term, or any renewal thereof, the Trust will be liable to the County for any and all damages which the County shall suffer by reason thereof, and the Trust will indemnify the County against all claims and demands made by any succeeding tenants and/or developers against the County founded upon delay by the County in delivering possession of the Hampton House to such succeeding tenant and/or developer, in addition to any other privileges or rights that the County may have under this Agreement, or at law or in equity.

10. **Option to Renew:** The Trust may renew this Agreement for two (2) additional twenty-four (24) year periods, upon the same terms and conditions as found in this Agreement, or upon any other terms and conditions that the County deems appropriate. The County, in making its determination to renew this

Agreement, which shall be at its sole option and discretion, for either or both of two (2) additional twenty-four (24) year periods, may renew this lease upon the same terms and conditions, or upon any other terms and conditions that it deems appropriate, and in doing so, may take into account the Trust's performance under this Agreement, and/or any other information that it deems appropriate. Should the Trust desire to renew or otherwise extend the term of this Agreement, the Trust shall provide the County with notice of its election to renew this Agreement, or any renewal or extension thereof, at least one hundred eighty (180) days prior to the expiration of this Agreement, or any renewal or extension thereof.

11. **Rent:** The Trust, in consideration of the use and operation of the Hampton House, does hereby covenant and agree with the County to pay to the County, for the initial term of this Agreement, and any renewal or extension thereof, without stipulation, restriction, condition, reservation, deduction or set-off the sum of One (\$1.00) Dollar annually (plus applicable tax), as the annual rent for the Hampton House (hereinafter "Rent"). Such Rent may be payable to Miami-Dade County, and mailed to Public Housing and Community Development, Miami-Dade County, 701 N.W. 1st Court, Suite 1400, Miami, Florida 33136, or at such other place as the County may, from time to time, designate in writing, as set forth herein.

11. **Taxes:** The Trust acknowledges and agrees that if at any time during the term of this Agreement, or any renewal or extension thereof, a tax, charge, levy, imposition, or excise is placed, or otherwise imposed, on the Hampton House, and/or the Trust's leasehold interest in the Hampton House, then the Trust shall be solely responsible for the payment and satisfaction of any such tax, charge, levy, imposition, or excise.

13. **Additional Taxes:** If at any time during the term of this Agreement, or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy, imposition, or excise on the Rent (fixed minimum or additional) or percentage fees, or other tax (except income tax), however described, against the County on account of the payment or percentage fees payable herein, such tax, charge, capital levy, imposition, or excise on the Rent, and/or any other applicable taxes, shall be deemed to constitute real estate taxes on the Hampton House and/or on the property/ground underneath and/or surrounding the Hampton House, for the purposes of this Agreement, and shall be the sole responsibility of the Trust.

14. **Taxes on Trust's Personal Property:** The Trust shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed against any occupancy interest or personal property of any kind or nature, owned by or placed in, upon, or about the Hampton House by the Trust, or any of its officers, employees, vendors and/or agents.

15. **New Construction:** The Department's written approval is required prior to all construction, all installation, and any major repairs to the Hampton House property. As mentioned above, all of the Trust's Improvements ("Exhibit A") shall be first approved by the County before the Trust begins to undertake such work. The Trust is solely responsible for any and all cost associated with any and all construction, installation and repairs to the Hampton House property, including, but not limited to the Trust's Improvements. Any and all construction, installation, and/or repairs shall be accomplished in a good and workmanlike manner, using first-grade materials, and, where applicable, in accordance with the County's procurement and building permitting requirements.

16. **Performance Bond:** The Trust agrees that prior to commencing any construction, installation and/or repair work to the Hampton House, including the purchase of supplies and/or materials from materialmen and suppliers, including, but not limited to the Trust commencing with the Trust's Improvements, and/or before recommencing any such work or repair after a default or abandonment, the Trust shall obtain and deliver to the County, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, *Florida Statutes*, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the construction, installation and/or repairs. Said payment and performance bond(s) shall name the County as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes* and each shall be in the amount of the entire cost of the construction, installation, and/or repair project regardless of the source of funding. The Trust shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction, installation, and/or repair work. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$25,000.

17. **County Approval:** In addition to any other requirement found in this Agreement, the Trust agrees

that it will obtain prior written approval from the Department, or the County Mayor, or the County Mayor's designee, as required, in all of the following matters:

- A. Changes from originally approved Trust's Improvements, any plans and specifications, activities, signage, sale of food and/or merchandise; and
- B. Any equipment that the Trust plans to install requiring any building modifications; and
- C. Any changes to the aesthetics of or to the exterior of the Hampton House; and
- D. Any use of the Hampton House name and/or any desire to change the name; and
- E. Any proposed sublease. The Trust shall provide copies to the Department of any and all proposed sublease agreements (partially executed), with requests for County's written approval. As referenced otherwise in this Agreement, any proposed sublease shall be first approved by the County Mayor, or County Mayor's designee.

Should any of the above items be disapproved, the Trust may offer alternative solutions. The County reserves the right to require the Trust to change within a stated timeframe any and all items contained in this paragraph it deems in need of change, despite any previous approval of the same.

18. **Milestones:** During the term of this Agreement, the Trust agrees that it shall perform, without request, the following "milestones", within the prescribed time periods, beginning on the date of the Commencement Date, and that all such milestones, as described below, shall be timely completed within the time periods described in this paragraph. Failure to timely complete each and every milestone, as described below, may be deemed an event of default, as determined solely by the County.

- (A) Within sixty (60) calendar days of the Commencement Date, the Trust, at its sole cost and expense, shall provide to the County all of the following:
 - 1.) An updated first year's budget for the operation of the Hampton House; and
 - 2.) An updated budget for the operation of the Hampton House, for a five (5) year period.
- (B) Within ninety (90) calendar days of the Commencement Date, the Trust, at its sole cost and expense, shall provide to the County all of the following:
 - 1.) A leasing plan for the Hampton House showing all of the proposed subleases of the property; and
 - 2.) Any and all proposed sublease agreements, and/or letters of interest.

19. **Annual Requirements:** During the term of this Agreement, the Trust agrees that it shall, without request, every year, within ninety (90) days of the anniversary of the Commencement Date, provide the County with the following:

(A) A written statement, by an independent Certified Public Accountant, attesting to the fact that the Trust has failed, met, and/or exceeded, any and all of its obligations, both financial and otherwise, including, but not limited to, the projections found in the Trust's preliminary budget and pro forma, or any subsequent budget and pro forma, as well as the expressed intended use of the Hampton House property, as described above under Permitted Uses. To demonstrate that the Trust has met and fulfilled all requirements as outlined in this Agreement, the Certified Public Accountant shall submit a written report to the County, and may offer exhibits and/or other substantive materials as may be necessary to support any findings and/or determinations, and

(B) An audited financial statement, by an independent Certified Public Accountant, which is performed in accordance with generally accepted accounting principles ("GAAP"), establishing, at minimum, the financial position of the Trust, the results of operations, and the cash flow of the Trust's operations.

(C) Evidence of the Trust's current not-for-profit status.

20. **Reserved:**

21. **Changes or additions by the County:** Provided the County provides proper written notice, the County may at any time, and from time to time, to unilaterally: (a) make or permit changes or revisions to the structure of the Hampton House property, and/or the surrounding property or grounds, including, but not limited to, any and all additions to, subtractions from, rearrangements of, alterations of, modifications of, or supplements to the Hampton House and/or any walkways, sidewalks, pathways, parking areas, driveways, roads, and/or green space; and (b) make or permit any changes to any sign affixed to the exterior of the Hampton House.

22. **Trust's Employees:** The Trust acknowledges and agrees that neither the Trust, nor any of the Trust's officers and/or employees, shall be considered employees or agents of the County.

23. **On-Site Manager:** The Trust shall employ a qualified full-time on-site manager having experience in

the management the type of operation needed to efficiently and effectively operate the Hampton House property, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Trust under this Agreement and to accept service of all notices provided for herein.

24. **Signs:** The nature, size, shape and installation of the exterior Hampton House sign on the property, including, but not limited to, any monument sign, must conform to the County's policies, and must first be approved in writing by the County, and the cost of painting, production, and/or installation shall be paid by the Trust. Said signage including any decoration, lettering, advertising matter, or any other thing of any kind or nature, must also be pre-approved by the County, in addition to any and all other governmental authorities having jurisdiction over the Hampton House, and the County's approval must be by the County Mayor, or the County Mayor's designee. All signs installed by the Trust during the term of this Agreement, shall be removed by the Trust at the termination of this Agreement, and any damage or unsightly condition caused to the Hampton House because of, or due to, said signs, shall be satisfactorily corrected or repaired by the Trust, to the County's satisfaction, at the Trust's sole cost and expense. All signage must always be maintained in good condition and appearance by the Trust.
25. **Quality of Trust's Service:** The Trust shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, guests, or others in the neighborhood or immediate vicinity of such operations. The Trust shall take good care of the Hampton House, including the surrounding property or grounds, and shall use the same in a careful manner and shall, at its own cost and expense, keep, maintain, and repair the Hampton House and the surrounding property. Upon the expiration of this Agreement, or its early termination, the Trust shall deliver the Hampton House to the County in the same condition as at the commencement of this Agreement, with the exception of normal wear and tear, and with the exception of leaving those interior improvements so agreed upon by the County to remain in place. It is expressly understood and agreed that the Trust's operation shall not interfere in any manner with the use of neighboring properties or property owners or any other persons or entities authorized to conduct business at or near the Hampton House. The Trust agrees that a determination by the County will be accepted as final in evaluating whether its activities infringe on the rights of others and that the Trust will fully comply with any decisions on this matter.
26. **County not responsible for the acts of others:** The County shall not be responsible or liable to the Trust, or to those claiming by, through or under the Trust, for any loss or damage which may be

occasioned by or through the acts or omissions of persons coming to or upon the Hampton House, or the surrounding property or grounds, including but not limited to any sub-tenants, customers, guests, and/or employees, vendors or agents of the Trust for any loss or damage resulting to such person or entity, or the Trust, or those claiming by, through or under the Trust, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to or for the Hampton House, the Trust, or anyone claiming by, through or under the Trust. To the maximum extent permitted by law, the Trust agrees to use and occupy the Hampton House at the Trust's own risk. As noted herein below, the Trust shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Trust, its employees, guests, customers, and/or the Hampton House.

A.) Further, the County shall not be responsible or liable to the Trust, or to those claiming by, through or under the Trust, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Trust agrees to use and occupy the Hampton House, and to use the Hampton House at the Trust's own risk.

27. **Services and Equipment Provided by County:** Upon the Commencement Date, the County shall provide the Trust access to the following:

- A. Electrical as existing.
- B. Water facilities as existing.
- C. Sewage collection facilities as existing.
- D. All fixtures located in the Hampton House.

28. **Services Provided by Trust:** The Trust, at its sole cost, shall provide at the Hampton House:

- A. Janitorial service for the Hampton House, both interior and exterior.

The Trust shall keep the Hampton House, and the surrounding property and grounds, clean at all times. If the Hampton House, and are the surrounding property and grounds, not kept clean in the opinion of the Department, the Trust will be so advised and if corrective action if not immediately taken, the Department will cause the same to be cleaned and the Trust shall assume responsibility and liability

for such cleaning. Exterior maintenance includes, but is not limited to any and all parking areas, lawns, hedges, sidewalks, walkways, and paths surrounding or leading from or to the Hampton House.

B. Maintenance service to air conditioning.

The Trust shall contract a licensed air conditioning (HVAC) contractor to perform regular maintenance and necessary repairs to the air conditioning unit servicing the Hampton House.

C. Pest extermination. The Trust shall secure, at its sole cost and expense, a pest extermination company to service the Hampton House property on a regular basis. Such service shall be sufficient to prevent the presence of pest on or about the Hampton House property.

D. Utilities, cable, phone, and security services for the Hampton House property.

29. **Furnishing, Fixtures and Equipment installed by Trust:** As part of the Trust's responsibilities for the Trust's Improvements ("Exhibit A"), the Trust shall furnish and install all furnishings, fixtures and equipment necessary for the operation of the Hampton House, that have not been installed by the County. All furnishings, fixtures and equipment acquired for the facility shall be of a high quality, and as good as or better than that what is found at similar facilities. The Trust shall afford the County the opportunity to approve all furnishings, fixtures and equipment for the Hampton House. Any equipment, furnishings, signage and advertising installed by the Trust shall meet or exceed the appropriate standards of the County. Following the installation of any additional equipment, furnishing, fixtures, and improvements which the County shall approve from time to time, the Trust shall provide to the County a statement setting forth a complete description of each equipment, furnishings, fixtures, and/or improvements and the date upon which the installation of such equipment, furnishings, fixtures, and/or improvements were installed and/or completed. The Trust agrees that all equipment, furnishings, fixtures, and improvements provided shall meet or exceed the requirements of all applicable building, fire, pollution, and other related codes. The Trust shall not alter or modify any portion of the Hampton House, or the improvements constructed therein, without first obtaining written approval from the County. Upon the expiration or early termination of this Agreement, the Trust reserves the right to remove the furnishings and equipment provided and paid for by the Trust with non-County funds, so long as the removal of such furnishings and equipment will not result in damage to the Hampton House, and so long as the furnishing and equipment are not otherwise subject to any type of lien, encumbrance, and/or obligation under this Agreement.

30. **Security and Protection:** The Trust acknowledges and accepts full responsibility for the security and protection of the Hampton House, along with any and all of the equipment, furnishings, fixtures, and improvements, as well as any other personal property and money used in connection therewith. The County makes no warranties, expressed or implied, as to any obligation to provide security for the Hampton House, or the surrounding property or grounds. The Trust may provide, and is hereby encouraged to provide, its own specialized security for the Hampton House. Further, should the Trust, at any time and for any reason, believe that security and/or additional security is needed to protect the Trust, or any of its employees, sub-tenants, customers, agents, and/or guests and/or the property belonging to any of the foregoing, then it is understood that the Trust shall, at its sole cost and expense, hire and maintain such security.
31. **Hurricane Preparedness:** The Trust shall institute adequate plans for hurricane preparedness, which shall include, but not be limited to protecting the Trust's employees, as well as the sub-tenants, vendors, customers and guests of the Hampton House; and shall adequately protect the Hampton House property.
32. **Trust's Responsibilities for Repair, and Alterations:** The Trust, as its responsibility, and at its sole cost and expense, shall be obligated to make any and all repairs and/or alterations to the Hampton House. Any alterations shall be performed only with the prior expressed written consent of the County. The Trust hereby acknowledges and agrees to be totally responsible for the repairs to the Hampton House property, from the roof to the foundation, including, but not limited to, the entire structure of the building, including any and all pipes and/or wiring leading to and/or from the Hampton House property.
33. **Maintenance Responsibilities of Trust. Appearance of Facility:** The Trust shall, at its sole cost and expense, keep and maintain the Hampton House in a clean and good condition. The provision of janitorial services and all interior and exterior maintenance in and for the Hampton House are the sole and exclusive responsibility of the Trust. Upon failure of the Trust to maintain the Hampton House as required in this Agreement, the Department may, after thirty (30) days written notice to the Trust, enter upon the Hampton House, and/or the surrounding property or grounds, and perform any and all cleaning, maintenance, rubbish and debris collection and removal, along with any and all repairs which may be necessary and the cost thereof to the Trust, plus twenty-five (25%) percent for administrative costs, which shall constitute Rent, and shall be billed to, and paid by, the Trust. Without limiting the generality of the foregoing, the Trust will keep and maintain the exterior of the Hampton House,

together with the façade, windows, doors, lighting, parking lot area, sidewalks, walkways, and surrounding and area vegetation, including, but not limited to any grass, hedges, or other landscaping; and also keep and maintain the interior of the Hampton House, together with all carpentry, electrical, plumbing and/or other mechanical installations and systems therein in good order and repair, and will make all replacements from time to time required thereto at its expense; and will surrender the Hampton House at the expiration of the term, or at such time as it may vacate the Hampton House, in as good condition as when received. The Trust shall notify the County after discovering any damage to the Hampton House, and/or the surrounding property or grounds, irrespective of whether the Trust is responsible for repairing such; and if such damage is the responsibility of the Trust to repair, the Trust shall make the necessary repairs promptly after said notice to the County.

(A) With regard to the general maintenance and occupancy of the Hampton House property, the Trust will at its sole cost and expense: (a) maintain the Hampton House in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Hampton House property; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Hampton House and/or which could disturb adjacent property owners and/or neighbors, (f) prevent any objectionable odors to emanate or to be dispelled from the Hampton House; (g) comply with and observe all rules and regulations established by the appropriate federal, state, and county governmental entities regarding matters of health and food safety; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations.

(B) The Trust acknowledges and agrees that the Trust shall be solely responsible to ensure that the Hampton House remains in compliance with any and all requirements for disabled individuals, including, but not limited to, the requirements of the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the *Florida Statutes*.

(C) The Trust further acknowledges and agrees that the Trust is, and shall be, solely responsible for complying with any and all 40 Year Recertification requirements, as such is required by the Miami-Dade County Code, Section 8-11(f), and/or to the Florida Building Code, including, but not limited to, any and all inspections, repairs, and/or improvements to the Hampton House property. The Trust

hereby agrees to promptly pay any and all fees and costs associated with any 40 Year Recertification requirements, including, but not limited to, the cost to retain or otherwise hire an architect and/or engineer, and the cost associated with making any and all repairs and/or improvements.

34. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Hampton House. The Trust shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Hampton House, as determined either by the public utility providing such service, or by the County, in the exercise of reasonable judgment. The Trust shall make any and all improvements and repairs, at the Trust's sole cost and expense, whether or not caused by the Trust's negligence, or the act or actions of its employees, agents, vendors, and/or guests or patrons.
35. **Payment of Building Services:** The Trust shall cause any and all utility services to be in its name, or the name of a sub-tenant, and agrees to be responsible for, and immediately pay for, any and all charges for utility service used or consumed in or upon the Hampton House, including, but not limited to: electricity, gas, water, and sewage charges.
36. **Curtailment or Interruption of Service:** The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which the Trust may be entitled hereunder when necessary by reason of an accident, or emergency, or for repairs, alterations, or improvements in the judgment of County as being desirable or necessary, or for any other cause necessary due to reasons beyond the reasonable control of the County. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to the Trust or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of payment or other charges, nor damages, shall be claimed by the Trust, or any sub-tenant (sub-tenant) by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Agreement or any of the Trust's obligations hereunder be affected or reduced thereby.
37. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of the Hampton House, and its operations, along with any and all equipment, furnishings, fixtures and/or improvements during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Trust shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made

at the County's discretion to determine whether the Trust is operating in compliance with the terms and provisions of this Agreement.

38. **Right of Entry:** The County shall have the right, after giving forty-eight (48) hours' notice to the Trust, prior to entering into the Hampton House, and/or upon the surrounding property or grounds, whether or not during normal business hours, to examine same and to make emergency repairs, alterations, replacements, or improvements to the Hampton House, as the County deems necessary, but the County assumes no obligation to make any such repairs, alterations, replacements, or improvements in or to the Hampton House, other than those expressly provided for in this Agreement. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to the Trust, and that the County will diligently proceed therewith to completion. The County, or the County's vendors or agents, shall also have the right to enter into the Hampton House at reasonable times to show the Hampton House to actual or prospective mortgagees, operators, and/or tenants. During the one hundred and eighty (180) days prior to the expiration of the term of this Agreement, the County may show the Hampton House to prospective operators and/or tenants. If, during the last ninety (90) days of the term of this Agreement, the Trust shall have removed all or substantially all of the Trust's property from the Hampton House, the County may immediately enter, alter, renovate, and redecorate the Hampton House without elimination or abatement of Rent, or other compensation due to the County, and such action shall have no effect upon this Agreement.

39. **Damage or Destruction of Premises:**

(A) **Partial Damage or Destruction.** If the Hampton House is partially damaged, but not rendered unusable for the purposes of this Agreement, or, if the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the same shall with due diligence be repaired by the Trust from proceeds of the insurance coverage and/or at its own cost and expense.

(B) **Damage or Destruction by Trust.** In the event the Hampton House is partially or completely destroyed, or so damaged by an act, or the actions of the Trust, or any of its employees, sub-tenants, vendors, or agents, the Trust shall have the sole obligation to immediately repair and/or reconstruct the Hampton House, irrespective of the Trust receiving any insurance proceeds, and this Agreement shall continue. And, in such instance, the Trust shall commence restoration of the Hampton House property within thirty (30) days and shall complete such restoration within one hundred eighty (180) days, or as

soon thereafter as agreed upon by the County.

(C) Total Damage or Destruction by act of God. In the event the Hampton House is completely destroyed, or so damaged by an act of God that it will remain unusable for a period of more than thirty (30) days, neither the Trust nor the County shall be under any obligation to repair and/or reconstruct the Hampton House, and this Agreement shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and usable condition shall be made accordingly.

40. **County's Repair, and Alterations and Additions by the County:** The County shall not be under any obligation to make any repairs or alterations to the Hampton House, and/or to any area or property surrounding or underneath the Hampton House. Should, for any reason, the County elect to perform any repair or alterations to the Hampton House, there shall be no allowance to the Trust for a diminution of its income, including, but not limited to rent from any of its sub-tenants, for interruption of business and no liability on the part of the County by reason of inconvenience, annoyance, or injury to business arising from the County, the Trust, or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to the Hampton House, or any portion of thereof, or to the fixtures, appurtenances, or equipment thereto. Irrespective of the foregoing, while the County is not obligated to make any repairs or alterations to the Hampton House, the County shall have the absolute right to make repairs, alterations, and additions to any portion, or structure, of the Hampton House, free from any and all liability to the Trust, or any of its sub-tenants, vendors, or agents for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, with the exception of damages caused by the negligent actions of the County. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with the Trust's operations of the Hampton House.
41. **Diminution for County's Repair:** Except as elsewhere specifically provided in this Agreement, there shall be no allowance to the Trust for a diminution of its income from any source, including, but not limited to any sub-tenant (sub-tenant), and no liability on the part of the County by reason of inconvenience, annoyance or interference with the Trust's business arising from the County or its agents making any repairs, replacements, alterations, decorations, additions or improvements in or to any portion of the Hampton House, or in or to fixtures, appurtenances or equipment thereof, provided such work (except in case of emergency and to the extent practical) does not unreasonably interfere with the Trust's use of the Hampton House.

42. **Performance of Obligations:** The Trust covenants at all times during the term of this Agreement to perform promptly all of the obligations of the Trust set forth in this Agreement. For performance of any and all leasehold obligations, time is of the essence.
43. **Successors in Interest:** It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.
44. **Assignment, Subleases, and Successors in Interest:** The Trust shall not assign this Agreement or any portion thereof, nor any property associated with this Agreement, without prior written approval of the County, specifically, the Board of County Commissioners. Any unapproved assignment shall be grounds for immediate termination of this Agreement. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by the County. Further, the Trust hereby acknowledges and agrees that any assignment shall be to a government agency or not-for-profit entity, and in accordance with Section 125.38, *Florida Statutes*. Further, the Trust shall not enter into any sublease for any space in the Hampton House without prior written approval of the County, specifically the County Mayor, or the County Mayor's designee. The County Mayor, or the Mayor's designee, shall have fourteen (14) business days after receipt of a request for sublease approval to either approve or disapprove any such sublease. Any occupancy in the Hampton House by any sub-tenant under any unapproved sublease shall be grounds for immediate termination of this Agreement. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any sub-tenants(s). The Trust shall be liable for acts and omissions by any sub-tenant affecting this Agreement. The County reserves the right to require the removal of any sub-tenant for any cause for which the Trust may be terminated.
45. **County's Property Insurance:** Any insurance the County may maintain shall not cover the Trust's Improvements and betterments, contents, or personal or other property of the Trust. The Trust shall not violate, or permit the violation of, any condition imposed by any of the County's insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in, on, or about the Hampton House which would increase the fire or other property or casualty insurance rate on the Hampton House, and/or the surrounding property or grounds, over the rate which would otherwise then be in effect (unless the Trust immediately pays the resulting increased amount of insurance premium as provided under the further terms hereof), or which would result in insurance

companies of good standing refusing to insure the same or any of such property in amounts and at normal rates reasonably satisfactory to the County. If, by reason of any act or omission on the part of the Trust, the rate of property insurance on the Hampton House, or the surrounding property or grounds, or equipment, or personal property of the County shall be higher than it otherwise would be, the Trust shall reimburse the County, on demand, for that part of the premiums for property insurance paid by the County because of such act or omission on the part of the Trust, which sum shall be deemed Rent for purposes of collection only.

46. **Trust's Insurance:** The Trust shall furnish to the Department the required 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 Trust as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis, including Products and Completed Operations, in an amount not less than \$ 1,000,000 per occurrence for bodily injury and property damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence.

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

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

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

Or

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

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

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Trust shall be verbally notified of such deficiency and shall have an additional five (5) days to submit a corrected certificate to the County. If the Trust fails to submit the required insurance documents in the manner prescribed in this Agreement prior to the commencement of this Agreement, the Trust shall then be in default of the contractual terms and condition and this Agreement will be subject to be rescinded, unless such time frame for submission has been extended by the County.

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

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

47. **Indemnification:** The Trust shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a

result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Trust, or its employees, agents, vendors, or sub-tenants. The Trust 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 attorneys' fees which may issue thereon. The Trust expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Trust 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.

48. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons, or for any entity's or person's personal property, on or about the Hampton House property other than the damage or injury solely caused by the gross negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by Section 768.28, *Florida Statutes*.
49. **Termination by the County:** The occurrence of any of the following may cause this Agreement to be terminated by the County upon the terms and conditions also set forth below:
- A. Termination upon written notice by the County:
 - i. Institution of proceedings in voluntary bankruptcy or reorganization by the Trust.
 - ii. Institution of proceedings in involuntary bankruptcy against the Trust if such proceedings continue for a period of ninety (90) days.
 - iii. Assignment by the Trust for the benefit of creditors.
 - iv. Abandonment or discontinuation of operations for more than a thirty (30) day period without prior written approval from the County.
 - v. The discovery of any intentional misstatement by the Trust which caused the County to enter into this Agreement.
 - vi. Failure to cease any activity which may cause irreparable damage to the Hampton House property, as reasonably determined by the County.
 - vii. Failure to timely complete any of the required milestones in this Agreement, as described above in paragraph 18. The County Mayor, or the County Mayor's designee, shall have the right to waive or extend any of the milestones, at his/her sole discretion.
 - viii. Failure to timely provide to the County the annual requirements of an audited financial statement, and a written statement by a Certified Public Accountant attesting to the status of

the Trust meeting its obligations under this Agreement, as described above on paragraph 19.

- B. Termination after seven (7) calendar days written notice by the County for doing any of the following:
- i. Notice of any condition posing a threat to health or safety of the public or guests, or customers and not remedied within the seven (7) calendar day period from receipt of written notice.
- C. Termination after thirty (30) days written notice by the County for doing any of the following:
- i. Non-payment of any sum or sums due hereunder, including, but not limited to Rent, after the due date for such payments; provided, however, that such termination shall not be effective if the Trust makes the required payment(s), including any late payment charges, during the thirty (30) calendar day period following mailing of the written notice. Additionally, the County may sue for Rent, if required, for the unexpired term of this Agreement.
 - ii. Non-performance of any covenant of this Agreement, except for other breaches or reasons of default expressed in this section, other than non-payment of Rent or other payments which may be due to the County, as mentioned above, and failure of the Trust to remedy such breach within the thirty (30) day period from receipt of the written notice.
 - iii. A final determination in a court of law in favor of the County in litigation instituted by the Trust against the County or brought by the County against the Trust.
- D. Habitual Default: Notwithstanding the foregoing, in the event that the Trust has repetitively defaulted (4) four times within any twelve (12) month period, in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Trust, regardless of whether the Trust has cured each individual condition of breach or default as provided herein above, the Trust may be determined by the Director of the Department to be an "habitual violator". At the time that such determination is made, the Department shall issue to the Trust a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Trust that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, County may terminate this Agreement upon the giving of written notice of termination to the Trust, such cancellation to be effective upon the tenth (10th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Trust shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Trust shall discontinue its operations at the Hampton House, and proceed to remove all its personal property from the

Hampton House, in accordance with the terms and conditions of this Agreement.

- E. In the event that the County terminates this Agreement by operation of any of the provisions as stated in this Agreement, then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this Agreement, whereupon the entire balance owed by the Trust under this Agreement shall become immediately due and payable without further notice or demand.
- F. The County reserves the right to cancel this Agreement upon one hundred eighty (180) calendar days' prior written notice to the Trust, if the Hampton House property is needed by the County for a particular County purpose. Should the County elect to cancel this Agreement, the County shall reimburse the Trust for any unamortized cost or expense associated with the Trust's Improvements.
- G. If the County terminates this Agreement for any reason, including, but not limited to termination for the Trust's failure to utilize and maintain the Hampton House for a public use, the Landlord, shall not be required to incur any additional cost or expenses, or pay any compensation, in connection with regaining control of the Hampton House property from the Trust.

50. **Termination by Trust:** The Trust shall have the right upon ninety (90) calendar days from receipt of written notice to the County to terminate this Agreement after the occurrence of one or more of the following events:

- A. A breach by the County of any of the terms, covenants or conditions contained in this Agreement and the failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Trust, of the existence of such breach, so long as such breach is curable within ninety (90) days. If such breach is not curable within ninety (90) days, then, so long as the County has begun to cure such breach within the ninety (90) day period, the County shall have a reasonable amount of time thereof to cure any such breach or default.
- B. The taking by eminent domain by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or title of the Hampton House, or of any substantial part, or parts, thereof in such a manner as substantially to impede, restrict, or interfere with the Trust's operations for a period of ninety (90) calendar days or more.
- C. The Trust shall have the right, after one hundred eighty (180) calendar days' prior written notice to the County, to cancel this Agreement. Should the Trust elect to cancel this Agreement, then

the Trust shall be responsible for transferring possession of the Hampton House back to the County, just as if this Agreement naturally expired, or was terminated.

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

53. **Holdover:** If the Trust continues to occupy, use and/or operate the Hampton House after the expiration of the term of this Agreement, or any option period, without a new lease agreement reduced to writing and duly executed and delivered (even if the Trust shall have paid, and County shall have accepted, payment in respect to such holdover period), the Trust shall be deemed to be operating and using the Hampton House only a month-to-month basis, subject to all covenants, conditions, and agreements of this Agreement, except that the Rent shall automatically increase to one hundred fifty (150%) percent of the rental rate in existence prior to the period of the holdover. If the Trust fails to surrender the Hampton House upon the termination of this Agreement, then the Trust, in addition to any liabilities to County accruing there from, shall indemnify and hold harmless the County and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant on such failure.
54. **Lien:** The County shall have a lien upon all personal property of the Trust on the Hampton House to secure the payment to the County of any unpaid money accruing to the County under the terms of this Agreement.
55. **Limiting Legislative or Judicial Action:** In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Hampton House for the purposes stated in this Agreement, then this Agreement will be null and void and unenforceable by any party to this Agreement and the parties shall have no further liability under this Agreement. In the event that a referendum vote of the electorate of Miami-Dade County in any way restricts or prohibits the use of the Hampton House for the purposes stated in this Agreement, then this Agreement will be null and void and unenforceable by any party to this Agreement and neither party shall have any further liability under this Agreement. If the County deems the Agreement null and void by function of this paragraph, the County will not be liable to the Trust for damages arising there from and the County shall have no further liability under this Agreement.
56. **Non-Discrimination:** The Trust does hereby for itself, its personal representatives, successors-in-interest, and assigns, as part of the consideration hereof, covenant and agree that:
- I. No person on the ground of race, color, religion, national origin, sex, sexual orientation, age, residency within or outside Miami-Dade County, or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of the Hampton House, except as provided by law.

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

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

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

57. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by County shall not be deemed to be a waiver of any preceding breach by the Trust of any term, covenant, or condition of this Agreement, other than the failure of the Trust to pay the particular Rent so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Rent or additional payment. No covenant, term, or condition of this Agreement shall be deemed to have been waived by County, unless such waiver is in writing by County, and there shall not be any accord and satisfaction unless expressed in writing and signed by both County and the Trust.

58. **Rules and Regulations:** The Trust will observe, obey, and comply with all rules and regulations adopted and/or implemented by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the Trust's operations under this Agreement. Failure to do so will constitute a breach of this Agreement.

59. **Notices:** Any notices submitted or required by this Agreement shall be sent by United States mail, registered or certified, return receipt requested, postage pre-paid; or by a nationally recognized courier (such as FedEx or DHL); or by hand-delivery, with proof of delivery. An attempt to email or send by facsimile any notice shall be accompanied by additional written notice as described above herein to the address below of the party written herein below. Notices shall be deemed received when the notices are sent to the addresses listed below of the parties, or to such other address as either party may designate in writing, and where receipt of same is acknowledged or refused by the receiving party.

To the County: Miami-Dade County
Public Housing and Community Development
701 N.W. 1st Court, Suite 1400
Miami, Florida 33136
Attention: Director

With a copy to: Miami-Dade County
County Attorney's Office
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

To the Trust: The Historic Hampton House Community Trust, Inc.
5400 N.W. 22 Avenue, Suite 704
Miami, Florida 33142

60. **Resolution of Disputes or Claims:**

(A) In the event of any discrepancy, dispute, claim, or complaint by the Trust against the County, the Trust must first seek a resolution by communicating in writing with representatives of the Department. If the Trust is unable to resolve the discrepancy, dispute, claim, or complaint with the representatives of the Department, then in the final instance, the Trust can seek to resolve any such difference concerning the Agreement with the Director of the Department. In the event that the Trust and the

Director of the Department are unable to resolve the discrepancy, dispute, claim, or complaint by the Trust to Trust's satisfaction, the Trust may initiate a dispute in accordance with the procedures set forth in sub-section (b) below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

(B) In the event of such unresolved discrepancy, dispute, claim, or complaint by the Trust, the parties to this Agreement authorize the County Mayor, or the Mayor's designee, to decide and/or resolve all discrepancies or complaints arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement (including but not limited to claims pertaining to the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor, or the Mayor's designee, within ten (10) days of the determination by the Director of the Department from which the discrepancy, dispute, claim, or complaint by the Trust arises.

(C) The County Mayor, or the County Mayor's designee, may base his/her decision on such assistance as may be desirable, including the advice of experts, but in any event shall base the decision on an independent and objective determination of whether Trust's performance or any obligation, responsibility, and/or deliverable meets the requirements of this Agreement. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor, or the County Mayor's designee, participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Trust to the County Mayor, or the County Mayor's designee, for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor, or the County Mayor's designee, is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, or the Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Trust and the Director of the Department. Except as such remedies may be limited or waived elsewhere in the Agreement, the Trust reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.

61. **Interpretations:** This Agreement and the appendixes, exhibits, addendums, and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written agreements between the parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized by both parties and executed. This Agreement shall be interpreted as a whole unit and paragraph headings are for convenience only. This Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by laws of the State of Florida without application of conflict of laws principles.
62. **Rights Reserved to County:** All rights not specifically granted to the Trust by this Agreement are reserved to the County. The designation of any particular remedy for the County is without prejudice to any other relief available in law or equity, and all such relief is reserved to the County.
63. **County as Sovereign:** The parties understand and expressly hereby agree that the Hampton House property is subject to various governmental considerations and approvals that are outside of the terms and conditions of this Agreement. Such considerations and approvals may be processed or considered by one or various agencies and/or departments of the County in the normal course of business for those agencies and/or departments. The parties agree that the County shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers.

1. It is expressly understood that notwithstanding any provision of this Agreement and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and/or improvement of the Hampton House property or the occupancy or operation thereof, or be liable for the same; and

(b) The County shall not by virtue of this Agreement be obligated to grant to the Trust

any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Hampton House.

2. Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement, including but not limited to the following:

(a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist, the Trust, regardless of the purpose required for such cooperation;

(b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(c) To apply for or assist the Trust in applying for any county, city or third party permit, or needed approval; or

(d) To contest, defend against, or assist the Trust in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Planning and Zoning Department, the Department of Environmental Resource Management (DERM) or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police powers; and the County shall be released and held harmless, by the Trust from any liability, responsibility, claims, consequential or other damages, or losses to the Hampton House property, and/or to the Trust, or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approvals for the Hampton House property will require the County to exercise its quasi-judicial powers, regulatory authority and/or police powers. Notwithstanding any other provision of this Agreement, the County shall have no obligation to approve, in whole or in part, any application for any type of entitlement, variance, accommodation, waiver, etc. The County's obligation to use reasonable good faith efforts in the processing and obtaining of such matters shall not extend to any exercise of quasi-judicial powers, regulatory authority and/or police powers, and shall be limited solely to discretionary ministerial actions, not including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the County to adopt or approve any application,

process any matter in a timely manner, and/or provide any type of payment or reimbursement be construed as a breach or default of this Agreement.

64. **Entirety of Agreement:** The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.
65. **Headings:** The headings of the various paragraphs and sections, and the references to paragraphs and sections, of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context, or intent of this Agreement, or any part or parts of this Agreement.
66. **Waiver:** Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver. Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement shall not automatically invalidate the entire Agreement.
67. **No Partnership or Agency:** The County and the Trust are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Agreement does not constitute and shall not be represented to constitute a partnership between the County and the Trust.
68. **Choice of Venue:** Any litigation between the County and the Trust relating in any way to this Agreement shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.
69. **Audits:** The County, or its duly authorized representatives, or governmental agencies, shall, until the expiration of three (3) years after the expiration of this Agreement, and any extension thereof, have access to and the right to examine and reproduce any of the books, documents, papers and records of the Hampton House property, which apply to all matters of the County. Such books, documents, papers and records shall conform to Generally Accepted Accounting Principles ("GAAP") requirements, as applicable, and shall only address those transactions related to this Agreement. Pursuant to County Ordinance No. 03-2, the Trust will grant access to the Commission Auditor to all

financial and performance related records, and also to the real property and equipment purchased in whole or in part with government funds. The Trust agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the accuracy and applicability of costs and expenses.

70. **Inspector General Reviews:**

Independent Private Sector Inspector General Review.

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Trust shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Trust's costs or expenses, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Trust, its officers, agents, employees, sub-tenants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Trust in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Trust or any third party.

Miami-Dade County Inspector General Review.

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. If applicable, the cost of the audit for this Agreement shall be one quarter (1/4) of one (1%) percent of the total contract amount, which cost shall be calculated by the County. The audit cost will be assessed by the County to the Trust, which the Trust shall immediately pay thereafter. The audit cost attributable to the Trust shall be deemed as Rent, for the purposes of this Agreement.

71. **Business Application and Forms:** The Trust shall be, or become immediately after the Commencement Date, a registered vendor with the County - Procurement Management Services, and shall remain a vendor in good standing for the duration of this Agreement. It is the responsibility of the Trust to file the appropriate Vendor Application, and to periodically update the application file for any changes for, and/or during, the duration of this Agreement, including any option years.

72. **Holidays:** It is hereby agreed and declared that whenever the day on which a payment or other obligation is due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.
73. **Savings Clause:** In the event any term or provision of this Agreement is determined by an arbitration panel, or appropriate judicial authority, to any extent, to be illegal, ineffective, unenforceable or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
74. **Survival:** The parties acknowledge that many of the obligations in this Agreement will survive the term, termination and/or cancellation hereof. Accordingly, the respective obligations of the Trust and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.
75. **Brokers:** The County and the Trust hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

[THE REMINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and the Trust have made and executed this Agreement by their respective and duly authorized officers the day and year first above written.

COUNTY:

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida by its Board of County Commissioners

By: _____

Title: _____

Date signed by County: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____

Deputy Clerk

Approved for Legal Sufficiency

TRUST:

The Historic Hampton House Community
Trust, Inc.

Enid C. Pinkney
Print Name: ENID C. PINKNEY

By: [Signature]

Name: Isabella Rosete

Title: Secretary

Cecilia Stewart
Print Name: CECILIA STEWART

STATE OF FLORIDA
MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Isabella Rosete, as Secretary of The Historic Hampton House Community Trust, Inc., and he/she is personally known to me or has produced a valid driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of December, 2014.

By: [Signature]
Notary Public

Print Name: DARRYL K. BAXTER
My Commission Expires 02/28/2017



DARRYL K. BAXTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864708
Expires 2/28/2017

APPENDIX A

The Historic Hampton House Community Trust, Inc.
Projected Operating Budget
For the period, January 1, 2015 through December 31, 2015

Revenue/Income:	Year 2015 Estimates
Profit Centers - (incl 12 - 18 mo marketing efforts)	
- Gift/Coffee Shop	\$ -
- Multi Purpose Room	-
- Office Space	-
- Restaurant - Lunch	-
- Signage	-
Total Profit Centers	<u>-</u>
Programs	
- Music Classrooms	-
- Recording Studio	-
- Museum Admission Fee	-
- Museum - Grants	-
Total Program Income	<u>-</u>
FundRaising	
- Investment earnings	-
- Donations - (Incl Donor Wall)	234,792
Unrestricted - Grants	12,600
Restricted - Grants	-
Total Fund Raising	<u>247,392</u>
Total Revenues/Income	<u>\$ 247,392</u>
Operating Expenses:	
Personnel (incl P/R taxes)	
Executive Director	\$ 21,530
Chief Financial Officer	21,530
Receptionist (1FTE)	16,148
Maintenance - (1FTE)	32,295
Project Consultant	16,250
Total Personnel	<u>107,753</u>
Professional Services	
Audit Fees	7,500
Legal Fees	5,000
Marketing	5,000
Total Professional Services	<u>17,500</u>
Office Expenses	
Tele comm/Internet Services	3,600
Office Supplies and Equipment	3,000
Insurance	70,000
Repairs and Maintenance	13,000
Security (Inc in Construction Budget)	-
Bank Fees and Services	400
Printing	1,827
State Charitable/Annual Corporation Report Fees	162
Postage	500
Memberships	650
Water	2,000
Trash	3,000
Electricity	24,000
Total Office Expenses	<u>122,139</u>
Total Operating Expenses	<u>\$ 247,392</u>
Net Surplus/(Deficit)	<u>\$ -</u>

APPENDIX B

The Historic Hampton House Community Trust, Inc.					
Five Year Proforma Statement					
	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019
	Estimates	Estimates	Estimates	Estimates	Estimates
Revenue/Income:					
Profit Centers - (incl 12 - 18 mo marketing efforts)					
- Gift/Coffee Shop	\$ -	\$ 12,120	\$ 12,484	\$ 12,858	\$ 13,244
- Multi Purpose Room	-	17,130	17,644	18,173	18,718
- Office Space	-	2,604	2,682	2,763	2,845
- Restaurant- Lunch, (events net of commissions)	-	147,731	152,103	156,728	161,430
- Signage	-	4,160	4,285	4,413	4,546
Total Profit Centers		183,745	189,257	194,935	200,783
Programs					
- Music Classrooms	-	-	23,058	23,749	24,462
- Recording Studio	-	-	41,252	42,489	43,764
- Museum Admission Fee	-	10,400	15,000	17,000	19,000
- Museum - Grants	-	50,000	75,000	80,000	85,000
Total Program Income		60,400	154,309	163,238	317,547
FundRaising					
- Investment earnings	-	5,000	5,750	6,305	6,464
- Donations - (Incl Donor Wall)	234,792	196,278	110,029	108,991	-
Unrestricted - Grants	12,600	-	-	-	-
Restricted - Grants	-	-	-	-	-
Total Fund Raising	247,392	201,278	115,779	114,296	6,464
Total Revenues/Income	\$ 247,392	\$ 445,423	\$ 458,746	\$ 472,469	\$ 523,794
Operating Expenses:					
Personnel (Incl P/R taxes)					
Executive Director	\$ 21,530	\$ 80,000	\$ 82,400	\$ 84,872	\$ 104,133
Chief Financial Officer	21,530	65,000	66,950	68,959	91,603
Archivist	-	50,000	51,500	53,045	54,636
Receptionist (1FTE)	16,148	16,832	17,131	17,645	18,175
Maintenance - (1FTE)	32,295	33,264	34,282	35,290	36,348
Project Consultant	16,250	16,738	17,240	17,757	18,290
Total Personnel	107,753	261,634	269,483	277,587	323,085
Professional Services					
Audit Fees	7,500	7,725	7,957	8,195	8,441
Legal Fees	5,000	5,150	5,305	5,464	5,628
Marketing	5,000	5,150	5,305	5,464	5,628
Total Professional Services	17,500	18,025	18,566	19,123	19,698
Office Expenses					
Tele comm/Internet Services	3,600	3,708	3,819	3,934	4,052
Office Supplies and Equipment	3,000	3,090	3,183	3,278	3,377
Insurance	70,000	72,100	74,263	76,491	78,786
Repairs and Maintenance	13,000	13,390	13,792	14,205	14,632
Security	-	40,000	41,200	42,436	43,709
Bank Fees and Services	400	412	424	437	450
Printing	1,827	1,882	1,938	1,996	2,056
State Charitable/Annual Corporation Report Fees	162	162	162	162	162
Postage	500	500	500	500	500
Memberships	650	650	650	650	650
Water	2,000	2,060	2,122	2,185	2,251
Trash	3,000	3,090	3,183	3,278	3,377
Electricity	24,000	24,720	25,462	26,225	27,012
Total Office Expenses	122,139	165,764	170,697	175,779	181,013
Total Operating Expenses	\$ 247,392	\$ 445,423	\$ 458,746	\$ 472,469	\$ 523,794
Net Surplus/(Deficit)	\$ -	\$ -	\$ 0.00	\$ (0.00)	\$ 0.00

EXHIBIT A

Trust's Improvements

The Trust hereby acknowledges and agrees, at its sole cost and expense, to immediately make the following improvements to the Hampton House Motel. However, the Trust further acknowledges and agrees that prior to the commencement of any and all such improvements, the Trust must secure the County's prior written approval from the Internal Services Department of Miami-Dade County before commencing any such improvements on or about the Hampton House Motel.

Such improvements to be made by the Trust are the following:

Historic Hampton House Community Trust, Inc.

5400 NW 22nd Avenue Suite 705
Miami, FL 33142

LIST OF FUTURE WORK (necessary to fully occupy building)

1st Floor interior build outs and upgrades as follow:

- 1,273 sf of Library/Archive/Office with storage area to keep Collection Items, Memorabilia and Artifact that are not on display
- 150 sf make up store
- 1,321 sf of exhibit space
- 423 sf gift shop/ boutique
- 583 sf catering room to be a full kitchen, restore as back in the days to serve "Soul food" in the Multipurpose and Cafe
- 2 monumental signs replicated with digital information boards
- donors wall, pavers to be determined
- Availability/Access to school board property for additional parking spaces
- Parking agreement with Hampton Village Apartments

2nd Floor interior build outs and upgrades as follow:

- 545 sf recording studio
- 5,583 sf of music education



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/10/

Property Information	
Folio:	30-3121-000-1316
Property Address:	4240 NW 27AVE
Owner	MIAMI DADE COUNTY OCED
Mailing Address	701 NW 1 CT 14TH FLOOR MIAMI, FL33136
Primary Zone	6600 COMMERCIAL - LIBERAL
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	22,145 Sq.Ft
Lot Size	36,162 Sq.Ft
Year Built	1955



Assessment Information			
Year	2014	2013	2012
Land Value	\$289,296	\$289,296	\$361,620
Building Value	\$76,635	\$76,635	\$81,860
XF Value	\$3,723	\$3,723	\$4,402
Market Value	\$369,654	\$369,654	\$447,882
Assessed Value	\$369,654	\$369,654	\$447,882

Benefits Information				
Benefit	Type	2014	2013	2012
County	Exemption	\$369,654	\$369,654	\$447,882

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
21 53 41
ALL OF N1/2 OF SE1/4 OF NE1/4 OF
SE1/4 EXCEPT THE W493.13FT & LESS
ST ON N-S & E
LOT SIZE 287.000 X 126

Taxable Value Information			
	2014	2013	2012
County			
Exemption Value	\$369,654	\$369,654	\$447,882
Taxable Value	\$0	\$0	
School Board			
Exemption Value	\$369,654	\$369,654	\$447,882
Taxable Value	\$0	\$0	
City			
Exemption Value	\$0	\$0	
Taxable Value	\$0	\$0	
Regional			
Exemption Value	\$369,654	\$369,654	\$447,882
Taxable Value	\$0	\$0	

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/1998	\$1,035,000	18032-1445	Qual by verifiable & documented evidence
02/01/1997	\$0	17528-4073	Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

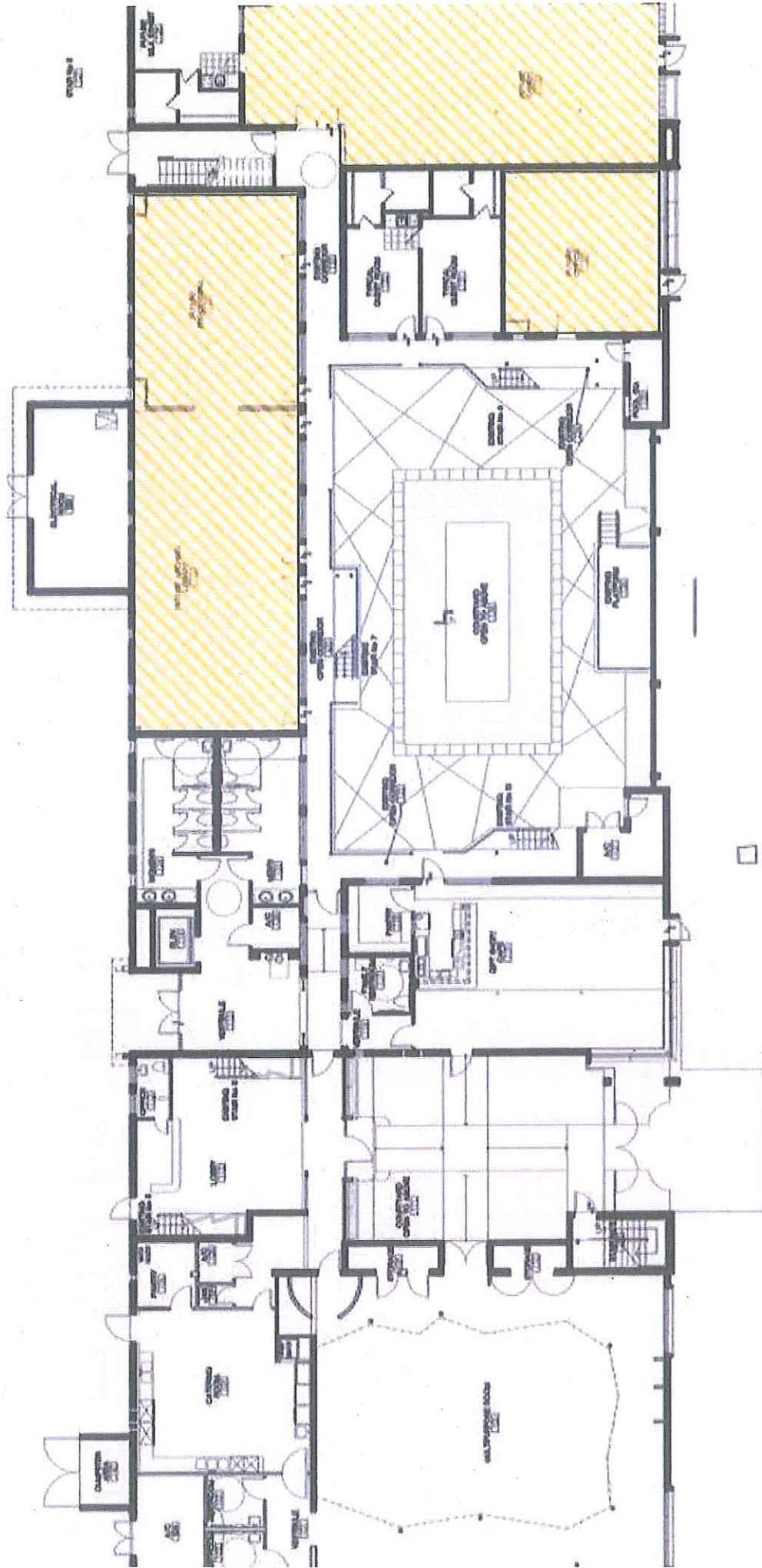
50

EXHIBIT C

Illustration depicting the areas in the Hampton House that upon leasing will be shell space or finished space

HAMPTON HOUSE

FIRST FLOOR



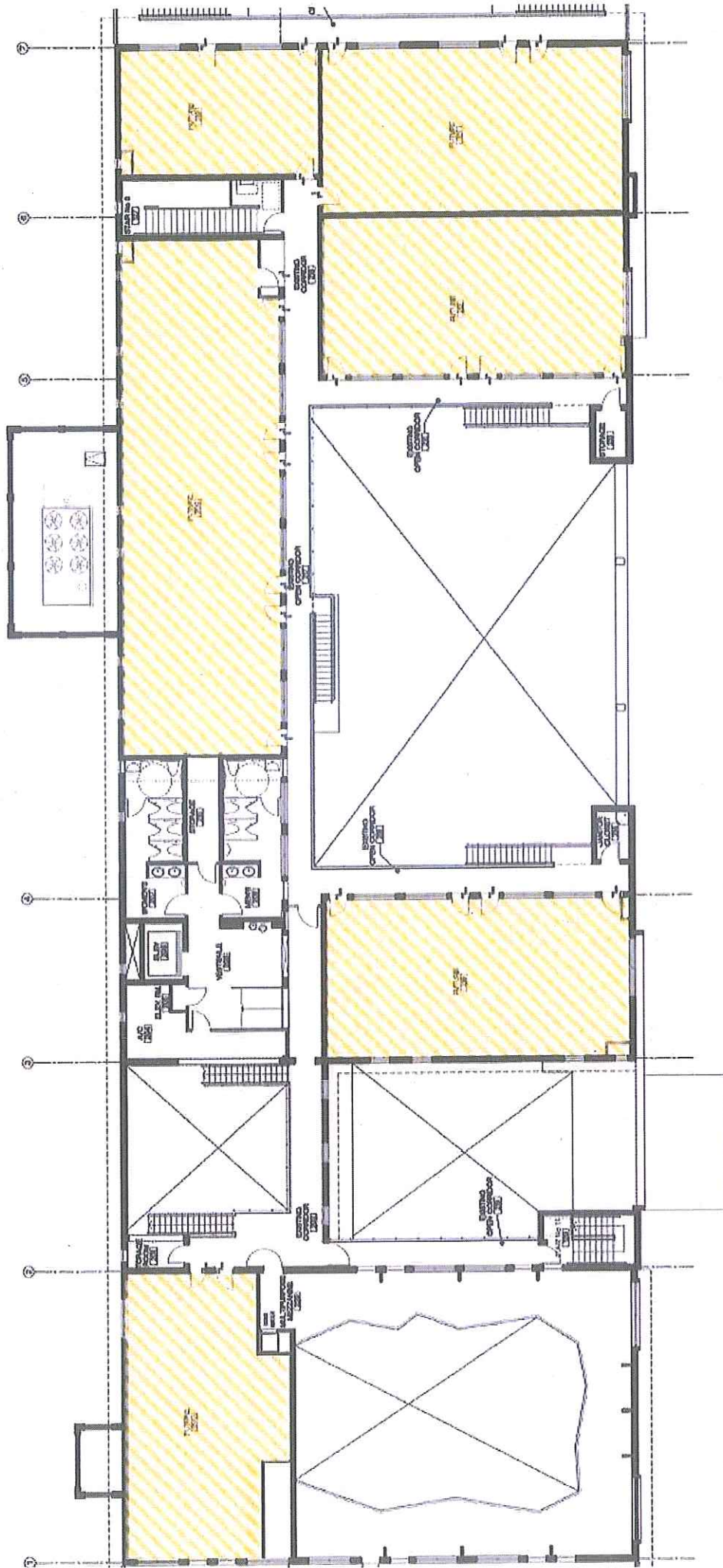
Shell Spaces to be finished out by the Tenant

*Note: Drawing with informational purposes only to depict shell spaces approximate area and location



HAMPTON HOUSE

SECOND FLOOR



Shell Spaces to be finished out by the Tenant

*Note: Drawing with informational purposes only to depict shell spaces approximate area and location



Schedule 9.01

(form)

CONFIRMATION OF EXECUTION DATE

Reference is made to the Hampton House Motel Lease Agreement dated _____, 20____, by and between Miami-Dade County, acting by and through the department of Public Housing and Community Development ("Landlord" or "PHCD"), and The Historic Hampton House Community Trust, a Florida not-for-profit company ("Trust"). This Confirmation of Execution Date ("Confirmation of Execution") is attached to the Agreement as Schedule 9.01 thereto, and, when executed and delivered by County to the Trust shall be incorporated into and made a part of the Agreement. Capitalized terms used in this Confirmation of Execution without otherwise being defined herein will have the meanings given to them in the Agreement. The Execution Date of the Agreement is _____, 20____. To confirm the Execution Date, the County has caused this instrument to be executed and delivered to the Trust, defining the Execution Date of the Agreement.

ATTEST:

HARVEY RUVIN, CLERK

By: _____

COUNTY:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____

Schedule 9.02

(form)

CONFIRMATION OF COMMENCEMENT DATE

Reference is made to the Hampton House Motel Lease Agreement dated _____, 20____, by and between Miami-Dade County, acting by and through the department of Public Housing and Community Development ("Landlord" or "PHCD"), and The Historic Hampton House Community Trust, a Florida not-for-profit company ("Trust"). This Confirmation of Commencement Date ("Confirmation of Commencement") is attached to the Agreement as Schedule 9.02 thereto, and, when executed and delivered by County to the Trust shall be incorporated within and made a part of the Agreement. Capitalized terms used in this Confirmation of Commencement without otherwise being defined herein will have the meanings given to them in the Agreement. The Confirmation Date of the Agreement is _____, 20____. To confirm the Commencement Date, the County has caused this instrument to be executed and delivered to the Trust, defining the Commencement Date of the Agreement.

ATTEST:

HARVEY RUVIN, CLERK

By: _____

COUNTY:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____