

MEMORANDUM

Agenda Item No. 8(F)(2)

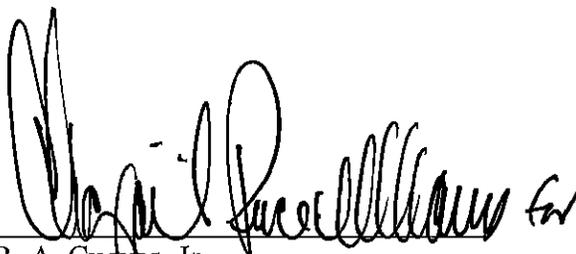
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Resolution approving, pursuant to section 125.38, Florida Statutes, terms of and authorizing execution by the County Mayor of lease agreements between Miami-Dade County and 12 various not-for-profit entities, for property located at the County's Coordinated Victims Assistance Center

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

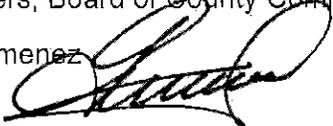


R. A. Cuevas, Jr.
County Attorney

RAC/smm

Date: October 6, 2015

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

From: Carlos A. Gimenez
Mayor 

Subject: Lease Agreements with Various Not-for-Profit Entities Located at the County's Coordinated Victims Assistance Center for the Community Action and Human Services Department
Lease No. 01-4115-006-1510

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of 12 separate Lease Agreements between Miami-Dade County (County) and various not-for-profit entities (Tenants) for use of individual office space located within the County's Coordinated Victims Assistance Center, 2400 South Dixie Highway, Miami, Florida, that is overseen by the Community Action and Human Services Department. More specifically, the resolution does the following:

- Authorizes the lease of air-conditioned office space to the 12 separate Tenants for the delivery of services to victims of domestic violence, sexual assault and human trafficking (Attachment A to the transmittal memorandum);
- Authorizes an initial one-year lease term plus three (3), two-year renewal option periods; and
- Authorizes waiver of Resolution No. R-256-13, which requires the payment of rent in lieu of taxes.

The property housing the Coordinated Victims Assistance Center has a total square footage of 15,916, of which the Tenants occupy 4,252 square feet.

Scope

The property is located in County Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

The revenue to the County for the initial one-year term of the lease agreements will be \$12.00 (\$1.00 in total annual rent for each of the 12 individual Tenants). The \$1.00 annual rental rate has been granted to the 12 Tenants in light of their service to Miami-Dade County in support of victims of domestic violence, sexual assault, and human trafficking. The rental rates during any renewal option period shall be determined by the Community Action and Human Services Department based on the operational costs of the building. The Tenants shall provide the County with written notice of its desire to renew at least 90 calendar days prior to expiration of their respective initial lease term.

During the initial lease term, the fiscal impact to the Community Action and Human Services Department is estimated to be \$80,000.00 because the department is responsible for water and sewer, electricity, garbage disposal, janitorial and custodial services, and auxiliary services such as security and alarm system monitoring for all Tenants. The Tenants are responsible for the costs of any of these services required after normal working hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.). The total fiscal impact to the Community Action and Human Services Department for the initial one-year term and the three (3), two-year renewal option periods is estimated to be \$560,000.00. These costs will continue to be covered by Community Action and Human Services Department's General Fund subsidy.

Track Record/Monitor

The County has no record of negative performance issues with any of the 12 Tenants. The lease agreements were prepared by the Internal Services Department on behalf of the Community Action and Human Services Department. Dirk Duval of the Real Estate Development Division in the Internal Services Department is the Lease Monitor. A copy of each lease agreement will be provided to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute a lease agreement in substantially the same form attached (Exhibit 1 to the Resolution) for each of the 12 Tenants and to exercise all other rights conferred therein.

Background

In December 2007, pursuant to Resolution No. R-1302-07, the County purchased the building for the purpose of establishing a Coordinated Victims Assistance Center. At the Coordinated Victims Assistance Center, the County provides victims of domestic violence, sexual assault, and human trafficking with greater access to enhanced and coordinated services through multidisciplinary collaboration of various agencies/entities in one (1) location to include victim-centered advocacy and other collateral support services that will facilitate the achievement of peace and safety for victims and their children.

In October 2008, the Board approved Resolution No. R-1102-08, authorizing lease agreements at the Coordinated Victims Assistance Center with various tenants. The current leases are in holdover status pending approval of this resolution by the Board. Given the success of the Coordinated Victims Assistance Center, the Community Action and Human Services Department desires to continue this program and establish new leases with each of the 12 tenants (Attachment A to the transmittal memorandum).

Additional lease details are as follows:

- COMPANY PRINCIPALS: See Attachment A to this transmittal memorandum.
- LEASE TERM: One (1) year, plus three (3), two-year renewal option periods.
- EFFECTIVE DATES: Commencing on the date the lease agreements are executed by the County and terminating one (1) year thereafter. There are three (3), two-year renewal option periods.
- RENTAL RATE: The Tenants currently pay \$1.00 in annual rent. The annual rent for the proposed lease agreements will be \$1.00 for the initial term of the lease agreements. The rental rate for the renewal option periods shall be determined by the Community Action and Human Services Department.
- LEASE CONDITIONS: The County is responsible for water and sewer, electricity, garbage disposal, janitorial and custodial and auxiliary services (security and alarm system monitoring). The Tenants are responsible for costs for these services when needed beyond normal working hours (Monday through Friday between 8:00 a.m. and 5:00 p.m.).

CANCELLATION PROVISION:

The County shall have the right to cancel the lease agreement at any time by giving the tenant at least 180 days written notice prior to its effective date. The Tenants shall have the right to cancel the lease agreement at any time by giving the County written notice at least 90 days prior to its effective date.

OTHER PROPERTIES
EVALUATED:

2645 SW 37 Avenue, Miami, FL – \$28.00 per square foot on an annual basis; the Tenant would be responsible for a proportional share of the operating expenses.

3400 Coral Way, Miami, FL – \$28.00 per square foot on an annual basis; the Tenants would be responsible for all operating expenses.

Attachments



Russell Benford
Deputy Mayor

ATTACHMENT A

CVAC LEASE AND MEMORANDUM CHART			
Name of CVAC Partners	Room Number	Square Footage	Company, Principals
1 Agape Network, Inc. 22790 SW 112th Avenue Miami, FL 33170	Room - 115	175	Jose E. Hernandez, Director Claudio M. Perez, President/CEO
2 Americans for Immigrant Justice, Inc. 3000 Biscayne Blvd, Suite 400 Miami, FL 33137	Room - 112	255	Carl Goldfarb, President Cheryl Little, Director
3 Cuban American Bar Association, Inc. (CABA) 2400 S Dixie Hwy Miami, FL 33133	Room - 1	141	Ricardo M. Martinez-Cid, President-Elect
	Room - 2	153	
	Room - 3	175	
	Room - 4	400	
	Room - 5	218	
4 Colombian American Service Association, Inc. (CASA) 10300 SW 72 Street, Suite 387 Miami, FL 33173	Room - 112	255	Anjenys Gonzalez-Eliert, Executive Director
5 Connect Familias, Inc. 1111 SW 8 Street, Suite 208 Miami, FL 33130	Room - 114	126	Lourdes Perez, Director
6 RODS International Resource Center, Inc. d/b/a Dade Resource Center (DRC) 7525 NE 3rd Place Miami, FL 33170	Room - 114	126	David Navarro, President
7 Fundacion Entre Nosotras, Inc. (EN) 22320 Miami Avenue Miami, FL 33170	Room - 110	158	Maria M. Becerra, President Melisa Muniz, Vice President
8 Switchboard of Miami, Inc. 7412 Sunset Drive Miami, FL 33143	Room - 112	255	Robert D. Nolan, Ph. D., Interim CEO
9 Trauma Resolution Center, Inc. 3000 Biscayne Blvd, Suite 210 Miami, FL 33137	Room - 6 Room - 7	296 249	Teresa Desolito, Executive Director
10 University of Miami, School of Nursing and Health Studies (El Centro) 5030 Brunson Drive Coral Gables, FL 33146	Room - 11	325	Larry Marbert, Vice President of University of Miami, Real Estate and Facilities
11 Victory for Youth, Inc. 7178-A SW 47 Street Miami, FL 33155	Room - 11	255	Rolando Gonzalez, Chief Executive Officer
	Room - 9	279	
	Room - 8	156	
12 Vida Legal Assistance, Inc. P.O. Box 347103 Coral Gables, FL 33234	Room - 112	255	Maria J. Fletcher, Director
Total Square Footage		4,252	

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MEMORANDUM

(Revised)

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

DATE: October 6, 2015

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

SUBJECT: Agenda Item No. 8(F)(2)

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. 8(F)(2)
10-6-15

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF LEASE AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND 12 VARIOUS NOT-FOR-PROFIT ENTITIES, FOR PROPERTY LOCATED AT THE COUNTY'S COORDINATED VICTIMS ASSISTANCE CENTER ("CVAC"), 2400 SOUTH DIXIE HIGHWAY, MIAMI, FLORIDA, TO BE USED AS OFFICE SPACE WITH A TOTAL RENTAL REVENUE TO THE COUNTY ESTIMATED TO BE \$12.00 AND A TOTAL FISCAL IMPACT TO THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT ESTIMATED TO BE \$560,000.00 FOR THE ONE-YEAR INITIAL TERM AND THE THREE, TWO-YEAR RENEWAL OPTION PERIODS; WAIVING RESOLUTION NO. R-256-13 AS IT RELATES TO REQUIRING A RENTAL PAYMENT IN LIEU OF PAYING TAXES, AND AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE EXECUTED COPIES OF THE LEASE AGREEMENTS TO THE PROPERTY APPRAISER'S OFFICE WITHIN THIRTY DAYS OF THE EXECUTION OF THE AGREEMENTS

WHEREAS, pursuant to Resolution No. R-1372-04, the Board of County Commissioners requested the development of both a comprehensive study of the existing service delivery for victims of domestic violence, sexual assault, and human trafficking and an appropriate improvement plan; and

WHEREAS, in September 2005, the result of the study was presented to the Board and the report indicated that although there are very valuable victim services available in the community through both the public and private sectors, not-for-profit and community-based organizations, these services are not integrated in a manner to maximize efficiency and ease of accessibility for clients; and

WHEREAS, in accordance with, Resolution No. R-1086-05, the County sought to implement a comprehensive system involving the full spectrum of services available in the community; and

WHEREAS, the Community Action and Human Services Department prepared a plan for the coordination of victims services by establishing a Coordinated Victims Assistance Center (“CVAC”), where various service providers would be co-located; and

WHEREAS, in December 2007, pursuant to Resolution No. R-1302-07, the County purchased a building, located at 2400 South Dixie Highway, Miami, Florida 33133, for the purpose of establishing the CVAC; and

WHEREAS, the County recognizes the synergistic value of networking and collaboration in public-private initiatives involving government agencies, community-based organizations, health and human services providers and law enforcement; and

WHEREAS, the County is desirous of providing victims of domestic violence, sexual assault, and human trafficking with greater access to enhanced and coordinated services through multidisciplinary collaboration in one location to include victim-centered advocacy and other collateral support services that will facilitate the achievement of peace and safety for victims and their children; and

WHEREAS, the 12 entities listed in Attachment A to the transmittal memorandum are committed to working to make the CVAC a successful resource for the residents of Miami-Dade County; and

WHEREAS, since October of 2008, the various not-for-profit entities have been co-located at 2400 South Dixie Highway, Miami, Florida, providing the necessary services to victims; and

WHEREAS, the 12 lease agreements, in substantially the same form as Exhibit 1 to this Resolution, one for each of the various entities, listed in Attachment A to the transmittal memorandum, have been prepared so that the entities can continue to occupy space in the CVAC building; 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 requiring a rental 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 reasons exist for foregoing such payment; and

WHEREAS, requiring such payment in lieu of taxes would create an economic hardship for the 12 various entities, and would threaten the financial feasibility of the much needed services that are provided at the CVAC; 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 in lieu of taxes to ensure that these valuable services continue to be provided; and

WHEREAS, the Board is satisfied that, pursuant to Section 125.38, Florida Statutes, the 12 various entities require the property for a use consistent with their mission and in support of the community interest and welfare purposes for which they were organized, and finds that leasing to the various agencies for such use, would promote community interest and welfare, and that the property is not otherwise needed for any County purposes; and

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

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

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

Section 2. This Board hereby approves, pursuant to Section 125.38, Florida Statutes, the terms of the lease agreement in substantially the form attached hereto and incorporated herein by reference between the County and the various not-for-profit entities for property at the County's CVAC to be used as office space, as more specifically set forth in Attachment A to the Mayor's memorandum, for the delivery of services to victims of domestic violence, sexual assault and human trafficking, with a total rental revenue to the County of \$12.00 and a total fiscal impact to the Community Action and Human Services Department estimated to be \$560,000.00 for the one-year initial term and the three, two-year renewal option periods.

Section 3. This Board hereby authorizes the County Mayor or the County Mayor's designee to execute lease agreements, in substantially the same form as Exhibit 1 to this Resolution, with each of the 12 entities as listed in Attachment A to the Mayor's memorandum; authorizes the waiver of Resolution No. R-256-13, and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

Section 4. The County Mayor or the Mayor's designee is hereby directed to provide to the Property Appraiser's Office an executed copy of each Lease Agreement within 30 days of execution of the agreements. Copies of the individual agreements shall be kept on file with, and available upon request from, the Internal Services Department, Real Estate Development Division.

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

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	

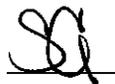
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Shanika A. Graves

EXHIBIT 1

LEASE AGREEMENT FOR
COORDINATED VICTIMS ASSISTANCE CENTER
2400 SOUTH DIXIE HIGHWAY, MIAMI, FL
LEASE NO. 01-4115-006-1510

LEASE AGREEMENT

This Lease Agreement made on the day ____ of _____, 20____, by and between Miami-Dade County, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "Landlord," and _____, a Florida not-for-profit corporation hereinafter referred to as the "Tenant".

WHEREAS, pursuant to Resolution 1372-04, the Board of County Commissioners (the "Board") requested the development of both a comprehensive study of the existing service delivery for victims of domestic violence and sexual assault and an appropriate improvement plan; and

WHEREAS, in September 2005, the result of the study was presented to the Board and the report indicated that although there are very valuable victim services available in the community through both the public and private sectors, not-for-profit, and community-based organizations, these services are not integrated in a manner to maximize efficiency and ease of accessibility for clients; and

WHEREAS, Resolution R-1086-05, directed the County administration to implement a comprehensive system involving the full spectrum of services available in the community; and

WHEREAS, the Community Action and Human Services Department prepared a plan for the coordination of victim services by establishing a Coordinated Victims Assistance Center ("CVAC") where service providers would be co-located; and

WHEREAS, in December 2007, pursuant to Resolution 1302-07, the County purchased a building, located at 2400 South Dixie Highway, Miami, Florida 33133, for the purpose of establishing the Coordinated Victims Assistance Center (hereinafter "CVAC"); and

WHEREAS, Miami-Dade County recognizes the synergistic value of networking and collaboration in public/private initiatives involving government agencies, community-based organizations, health and human services providers, and law enforcement; and

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WHEREAS, Miami-Dade County is desirous of providing victims of domestic violence and sexual assault with greater access to enhanced and coordinated services through multidisciplinary collaboration in one location to include: victim-centered advocacy, and other collateral support services that will facilitate the achievement of peace and safety for victims, and their children; and

WHEREAS, Miami-Dade County, pursuant to Section 125.38, of the Florida Statutes, finds that the Tenant requires certain space in the building for community interest purposes, and that the space in the building is not otherwise needed for the Landlord's purposes, and that a lease of the space to the Tenant would promote community interest and welfare.

NOW, THEREFORE, the Landlord and the Tenant hereby mutually understand and agree that they have knowingly and voluntarily entered into this Lease Agreement.

WITNESSETH:

That the Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from the Landlord the certain area/space in the building in the manner described as follows:

ARTICLE 1
DESCRIPTION PREMISES

1.01 Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord:
Room# _____ consisting of (____) square feet of air-conditioned office space at the Coordinated Victims Assistance Center (CVAC), which is located at 2400 South Dixie Highway, Miami, Florida 33133 (the "Premises").

1.02 Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises, and/or whether or not it is fit for any particular purpose.

ARTICLE 2
PERMITTED USE OF PREMISES

2.01 The Premises shall be used by Tenant solely for the purposes of providing services and

assistance to victims of domestic violence, sexual assault, and human trafficking (the "Permitted Use").

ARTICLE 3
TERM

3.01 The term of this Lease Agreement is for a one (1) year period, and shall commence on the date that this Lease Agreement is entered into by the Landlord (hereinafter described as the "Commencement Date"), and Landlord and Tenant agree that this Lease Agreement is scheduled to terminate one (1) year thereafter (hereinafter "Termination Date"). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Lease Agreement.

3.02 Provided the Tenant is not otherwise in default, Tenant is hereby granted the option to extend this Lease Agreement for three (3) two (2) year renewal option periods, upon the same terms and conditions, except that the rental rates for occupancy during any renewal option period shall be determined by the Landlord's Community Action and Human Services Department. Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises, at least ninety (90) calendar days prior to the expiration of this Lease Agreement.

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

ARTICLE 4
RENT

4.01 Tenant covenants and agrees to pay to the Landlord as rent for one (1) year, commencing on the Commencement Date, and terminating on the Termination Date, a total annual rental amount of One (\$1.00) Dollar, payable in advance to Miami-Dade County, c/o Community Action and Human Services Department, Office of Administration, Finance Services Division, 701 N.W. 1st Court, 10th

Floor, Miami, Florida 33136, or at such other place and to such other person as the Landlord may from time to time designate in writing, as set forth herein. In addition to the rent, the Tenant is also responsible for any and all applicable taxes, including, but not limited to sales tax

ARTICLE 5
UTILITIES

5.01 The Landlord shall, during the term hereof, pay all charges for water and sewer, electricity, garbage disposal, janitorial, custodial services, and to provide auxiliary services such as security services, and burglar alarm system monitoring by the Miami-Dade County Internal Services Department on the days of Monday through Friday, from 8:00 a.m. to 5:00 p.m. ("Hours of Operation"). Tenant shall be responsible for the cost of water and sewer, electricity, garbage disposal, janitorial and custodial services, security services and burglar alarm system monitoring, if such services are required by the Tenant beyond the Hours of Operation. Tenant shall immediately reimburse to the Landlord for any services provided beyond the hours of operation, upon presentation of an invoice from Landlord to Tenant.

ARTICLE 6
MAINTENANCE

6.01 The Landlord agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement, or any extension or renewal thereof, the exterior of the Premises and the interior common areas of the building. Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the Premises. Tenant shall be responsible for and shall repair any damage caused to the Premises as a result of Tenant, or Tenant's agents, employees, invitees, or visitors use of the Premises, ordinary wear and tear excepted. Tenant shall notify Landlord after discovering any damage which Tenant is responsible for repairing, and Tenant shall make the necessary repairs, promptly after said notice.

ARTICLE 7
DESTRUCTION OF PREMISES

7.01 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises is rendered untenable or unfit for the purpose of the Tenant,

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either party may cancel this Lease Agreement by giving written notice of such cancelation to the non-canceling party thirty (30) days' prior to its effective date. If the Premises or the building is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render the Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by Tenant from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that the Premises is completely destroyed due to Tenant's negligence, Tenant shall repair and reconstruct the Premises so that they equal the condition of the Premises on the date possession was given to Tenant. In lieu of reconstructing, Tenant shall reimburse Landlord all expenses incurred by Landlord in restoring the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

ARTICLE 8
LANDLORD'S RIGHT OF ENTRY

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

ARTICLE 9
ASSIGNMENT and SUBLEASE

9.01 Without the written consent of the Landlord first obtained in each case, the Tenant shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement, or the term hereof. Further, the Tenant hereby acknowledges and agrees that any assignment or sublease shall be to a governmental agency or non-profit entity consistent with Section 125.38, Florida Statutes.

ARTICLE 10
SIGNS

10.01 Any and all signs will be of a design and form that is first approved by Landlord, and the cost of installation to be paid by the Tenant. Further, all signs shall be removed by Tenant at termination

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of this Lease Agreement, and any damage or unsightly condition caused to the Premises, because of, or due to, said signs, shall be satisfactorily corrected or repaired by Tenant.

ARTICLE 11
NO LIABILITY FOR PERSONAL PROPERTY

11.01 All personal property placed or moved in the Premises shall be at the risk of the Tenant, or the owner thereof. Landlord shall not be liable to the Tenant or any other person or entity for any damage to said personal property unless caused by, or due to, the negligence of Landlord, Landlord's officers, employees, agents, invitees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 12
SURRENDER OF PREMISES

12.01 Tenant agrees to surrender to Landlord, at the end of the term of this Lease Agreement, or any extension thereof, the Premises in as good condition as the Premises was at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE 13
INDEMNIFICATION AND HOLD HARMLESS

13.01 Tenant shall indemnify and hold harmless the Landlord, and its officers, employees, agents, invitees, or instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Landlord, or its officers, employees, agents, invitees, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from, the performance of the Lease Agreement, by the Tenant or its employees, agents, partners, principals or subcontractors. Tenant shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 14
LIABILITY FOR DAMAGE OR INJURY

14.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the gross negligence of Landlord, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE 15
CANCELLATION

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

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.
- 4) Failure of Tenant to maintain its not-for-profit tax status.
- 5) Tenant fails to maintain the use of the property for the benefit of the public and the community interest and welfare pursuant to Florida Statutes, Section 125.38.

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

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

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

- 1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and/or other matters listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.
- E. Landlord through its County Mayor, or the County Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the Tenant at least one hundred eighty (180) days written notice prior to its effective date. The Landlord shall not be required to pay any compensation to the Tenant, and such reversion shall be at no additional cost to the Landlord if the intended use is not maintained by the Tenant.

15.02 **CANCELLATION BY TENANT:** The Tenant shall have the right to cancel this Lease Agreement at any time by giving the Landlord at least ninety (90) days written notice prior to its effective date.

15.03 **CANCELLATION FOR FRAUD:** If, for any reason, the Tenant should attempt to meet its obligations under this Lease Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable, terminate this Lease Agreement by giving written notice to the Tenant at least five (5) days prior to the effective date of such termination. Further the Landlord may terminate or cancel any and all contracts in which the Tenant conducts business with the Landlord and the Tenant shall be responsible for all costs and expenses associated with the termination of the Lease Agreement, including attorneys' fees. Any individual or entity who attempts to meet its contractual obligations with the Landlord through fraud, misrepresentation or material misstatement may be disbarred from partaking in activities with the Landlord for a period of up to five (5) years.

ARTICLE 16

NOTICES

16.01 It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid or delivered by a nationally recognized delivery service (such as FedEx, or DHL) and addressed as follows:

To the County: Miami-Dade County Community Action and
Human Services Department
701 N.W. 1st Court, 10th Floor
Miami, Florida 33136

with Copy to: Miami-Dade County
County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128

To the Tenant:

Notices provided in accordance with this paragraph shall include all notices required in this Lease Agreement, and/or required by law.

ARTICLE 17
INSURANCE

17.01 Prior to the Commencement of this Lease Agreement, Tenant shall furnish to the Risk Management Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

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

- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Lessees using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

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

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

or

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

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

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

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

The Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this article remain in full force for the duration of this Lease Agreement. If insurance certificates are

scheduled to expire during the term of the Lease Agreement, the Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord at a minimum of thirty (30) days in advance of such expiration.

ARTICLE 18
PERMITS , REGULATIONS & SPECIAL ASSESSMENTS

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

ARTICLE 19
FORCE MAJEURE

19.01 Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Lease Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing.

ARTICLE 20
WAIVER

20.01 If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any

endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE 21
DEFAULT OF TENANT

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

ARTICLE 22
ADDITIONAL PROVISIONS

22.01 Mechanic's, Materialmen's and Other Liens

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

22.02 Non-Discrimination

The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the Landlord's property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.
- B. In the construction of any improvements on, or under such land, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare – Effectuation of Title VI of the Civil Rights Acts of 1964, and said regulations may be amended.
- D. In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate this Lease and to avail itself of any of the remedies set forth herein for default of this Lease, or available at law, or in equity. This provision shall not be effective until the procedures of Title 45, code and Federal Regulations, Part 80 are followed and completed including exercise or expiration of appeal rights.
- E. The Tenant shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to his hire, tenure, conditions or privileges of employment or any matter directly or indirectly related to employment, because of age, sex, or physical handicap, except where based on a bona fide occupation qualification or because of race, color, religion, ancestry, sex, pregnancy, national origin, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation.. The Tenant is not responsible for discrimination against the physically handicapped employee or applicant for employment if the Landlord fails to provide facilities which meet the requirements of Section 504.

- F. Tenant agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, national origin, age, sex, pregnancy, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or , perceived or actual status of domestic violence, dating or stalking.

22.03 Domestic Violence

The Tenant agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Tenant.

22.04 Inspector General

The Landlord has established the Office of Inspector General, which is empowered to perform random audits on all of the Landlord's contracts, throughout the duration of each contract, including, but not limited to this Lease Agreement. As a result, the Tennant hereby agrees to comply with and provide to the Landlord, and/or the Office of the Inspector General, any requested documentation regarding this Lease Agreement, the Tenant's operations, in the Premises, and any other relevant information so requested that is not determined by law to be confidential information.

22.05 Public Building and Facilities

The Premises is to be utilized to provide services for the public benefit and to promote community interest and welfare, pursuant to Florida Statutes, Section 125.38, Tenant agrees to comply with this regulation as herein provided. Landlord may terminate this Lease Agreement at any time, should the Tenant violate any of the aforesaid provisions. The Landlord shall not be required to pay any compensation to the Tenant, and such reversion shall be at no additional cost to the Landlord if the intended use in not maintained by the Tenant.

22.06 Securing the Premises

Tenant shall be responsible for the securing of its own security guard in the Premises, and/or the outside building and parking lot for use of the Premises beyond the Hours of Operation.

ARTICLE 23
GOVERNING LAW and VENUE

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

ARTICLE 24
WRITTEN AGREEMENT

24.01 This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by the written approval of both parties.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

(CORPORATE SEAL)

a Florida Non-Profit Corporation

WITNESS

WITNESS

By: _____

Director

(TENANT)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____

Carlos A. Gimenez
Mayor

(LANDLORD)

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

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