OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 20, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(F)(1)(G)

Resolution No. R-1161-08

Subject: Retroactive Lease Agreement with Miami Auto Tag Agency, Inc. at the Joseph Caleb Community Center, 5400 NW 22nd Avenue, Miami

---

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the accompanying resolution authorizing a Retroactive Lease Agreement with Miami Auto Tag Agency, Inc. for the operation of an automobile tag agency located in the Joseph Caleb Community Center. This Lease is retroactive due to delays in finalizing the lease terms with the tenant and her attorney.

PROPERTY:	Joseph Caleb Community Center 5400 NW 22nd Avenue, Miami
USE:	1,000 square foot auto tag agency
COMMISSION DISTRICT:	3
COMMISSION DISTRICT IMPACTED:	Countywide
OWNER:	Miami-Dade County
PROPOSED TENANT:	Miami Auto Tag Agency, Inc., a Florida For Profit Corporation
COMPANY PRINCIPALS:	Natacha C. Timmer, President
TENANT'S TRACK RECORD:	The County has no record of negative performance issues with Miami Auto Tag Agency, Inc.
JUSTIFICATION:	Section 2-119.2 of the Code of Miami-Dade County regulates the creation and operation of auto tag operators throughout the County, and restricts one auto tag agency for each area serving 75,000 people. Miami Auto Tag Agency, Inc. was selected as the auto tag agency operator for this area and has been operating from this location since 1986. Auto tag agencies that were in operation prior to July 1, 1994 are exempt from the bid provisions of Section 2-120.1 (a). For this reason no other auto tag agency is eligible to operate an auto tag agency at the Joseph Caleb Community Center.

LEASE TERM:	Two years, with three additional two-year renewal option periods.
EFFECTIVE DATES:	Commencing upon approval by the Board of County Commissioners.
RENTAL RATE:	The annual rental amount for the first two years of the Lease Agreement will be $17,500.00 which is equal to $17.50 per square foot. The rent for the three additional two-year renewal option periods will be based on the operating costs of the Joseph Caleb Community Center.
LEASE CONDITIONS:	County is responsible for all costs for utilities, waste removal services, maintenance, repairs and janitorial services.
CANCELLATION PROVISION:	The County has the right to cancel by giving five (5) days written notice if the Lessee defaults in any of the provisions specified in the lease agreement.
CURRENT LEASE:	The current lease was approved by the Board on December 17, 2002 by Resolution No. R-1471-02. The lease commenced on August 1, 2002 for two years with two additional two-year renewal option periods.
COMMENTS:	The Tenant is in good standing with the County, pays the rent on time and is current on all lease obligations.
MONITOR:	Victoria J. Johnson, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or County Mayor's designee to execute the attached retroactive lease agreement and exercise the cancellation provisions and the three additional two-year renewal option periods.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: November 20, 2008

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

SUBJECT: Agenda Item No. 8(F)(1)(G)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(G)
11-20-08

RESOLUTION NO. **R-1161-08**

RESOLUTION FINDING AUTO TAG AGENCY IS HIGHEST AND BEST USE OF SPACE AT JOSEPH CALEB COMMUNITY CENTER, LOCATED AT 5400 N.W. 22ND AVENUE, MIAMI; AUTHORIZING EXECUTION OF A RETROACTIVE LEASE AGREEMENT AT THE JOSEPH CALEB COMMUNITY CENTER BETWEEN MIAMI-DADE COUNTY AND MIAMI AUTO TAG AGENCY, INC.; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, pursuant to F.S. § 125.35, the Miami-Dade County Board of County Commissioners (the "Board") is expressly authorized to lease real property belonging to Miami-Dade County (the "County"), whenever the Board determines that it is in the best interest of the County to do so, to the highest bidder for the use the Board deems to be the highest and best; and

WHEREAS, the Board finds that the best use for the available lease location at the Joseph Caleb Community Center, located at 5400 N.W. 22nd Ave, Miami, (the "Caleb Center Premises"), as further described in the attached memorandum (the "Manager's Memorandum"), is to serve the public as a County auto tag agency; and

WHEREAS, pursuant to Miami-Dade County Ordinance No. 2-119.2, the only private auto tag agency authorized to serve the Caleb Center area is the Miami Auto Tag Agency, Inc.,

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

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

Section 2. The best use of the Caleb Center Premises is to serve the public as a County Auto Tag Agency.

Section 3. This Board approves the terms of and authorizes the County Mayor or his designee to execute a Lease Agreement for and on behalf of the County with Miami Auto Tag Agency, Inc., pursuant to the terms in the Lease Agreement in substantially the form attached hereto as Exhibit A, and to exercise any and all provisions contained therein.

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Kay Sullivan
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Martin W. Sybblis

LEASE AGREEMENT

BETWEEN MIAMI-DADE COUNTY

AND

MIAMI AUTO TAG AGENCY

AT

JOSEPH CALEB COMMUNITY CENTER

5400 NW 22 AVENUE

MIAMI, FLORIDA

6

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), made and entered into this _____ day of _____, 2008, by and between [Miami Auto Tag Agency, Inc.] having it's principal offices at [5400 NW 22 Avenue, Miami, Florida] (hereinafter referred to as the "Lessee"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the County owns and operates the Joseph Caleb Community Center ("JCCC" or "Caleb Center"), located at 5400 NW 22 Avenue, Miami Florida, and

WHEREAS, the County has offered to lease the "Leased Premises" (as defined below); and

WHEREAS, the Lessee has offered to lease and operate an auto tag and insurance agency at Leased Premises (as defined below) in the [Retail Complex] located in the JCCC.

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

1. **Definitions:** The following words and expressions used in this Lease shall be construed as follows, except when it is clear from the context that another meaning is intended:

   a) **Common Areas:** "Common Areas" shall mean all areas, space, equipment and special services provided by the County on or off the land occupied by the [Retail Complex] for the common or joint use or benefit of Lessees of the Caleb Center, their employees, agents, customers, invitees and licensees, including but not limited to, open and enclosed courts and malls, landscaped and planted areas, and the equipment and facilities appurtenant to each of the aforesaid.

   b) **Contract Manager**: "Contract Manager" shall mean Miami-Dade County Director of General Services Administration, or the duly authorized representative.

   c) **Days**: "Days" shall mean calendar days.

   d) **Deliverables**: "Deliverables" shall mean all documentation and any items of any nature submitted by the Lessee to the County's Project Manager (as defined below) for review and approval pursuant to the terms of this Lease.

   e) **Department**: "Department" shall mean the Miami-Dade County General Services Administration (GSA).

   f) **Effective Date**: "Effective Date" shall mean ten (10) days after the date on which this Lease is approved by the Board of County Commissioners (the "Board").

g) **Change Order**: "Change Order" shall mean additions or deletions or modifications to the amount, type or value of the Work (defined below) as required in this Lease, as directed and/or approved by the County.

h) **Gross Sales:** "Gross Sales" shall mean all sales of merchandise by Lessee, concessionaires of Lessee and sublessee of Lessee, sold in, upon or from the Leased Premises, including such sales as shall in good faith be credited by Lessee, its concessionaires, and sublessees in the regular course of its or their business to personnel employed at the time of sale at the Leased Premises, including also mail and telephone orders received at the Leased Premises and off-premises sales; but shall not be deemed to mean or include the following: amounts credited by Lessee or its concessionaires or sublessees for returned or defective merchandise; allowances to customers; trade and other discounts; sales, excise and similar taxes; workroom charges for alterations, repairs, or installation of merchandise sold or similar services; charges for making deliveries, shipments or transfers of merchandise; charges for cashing or issuing checks and money orders; carrying charges on time sales; charges for inter-store transfers of merchandise; or the proceeds of sales of Lessee's trade fixtures, operating equipment or other property used by Lessee or its concessionaires or sublessees in the operation of its business and not acquired or held by it for the purpose of sale. Sales shall be deemed to have been made when merchandise has been served, shipped or delivered or when charged against the purchaser on the books of Lessee, or its concessionaires or sublessees, whichever of such events shall first occur.

i) **Lease**: "Lease" or "Lease Documents" shall mean collectively these terms and conditions, and all associated addenda and attachments, and all other attachments hereto and all amendments issued hereto.

j) **Lease Year**: "Lease Year" shall mean 365 or 366 days beginning on the Effective Date of this Lease and ending twelve (12) months later.

k) **Partial Term**: "Partial Term" shall mean any part or portion of the Term (as defined below) of this Lease.

l) **Project Manager**: "Project Manager" shall mean the Director of the General Services Administration or duly authorized representative designated to manage the Lease.

m) **Retail Complex**: "Retail Complex" shall mean the ground level of the Caleb Center where retail outlets and government offices are located.

n) **Scope of Services:** "Scope of Services" shall mean the document appended hereto as Appendix A, which details the work to be performed by the Lessee.

o) **Subcontractor**: "Subcontractor" shall mean any person, entity, firm or corporation, other than the employees of the Lessee, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Lessee and whether or not in privity of agreement with the Lessee.

p) **Work**: "Work" shall mean all matters and things required, including those matters in the Scope of Services to be done by the Lessee in accordance with the provisions

of this Lease.

2. **Exhibits:** The Exhibits listed in this Paragraph and attached to this Lease are hereby incorporated in and made a part of this Lease:

[Exhibit A: Plan of Ground Level]

3. **Property Description:** Approximately 1,000 square feet, contained within the first level of the JCCC located at 5400 NW 22 Avenue, Miami, Florida 33142.

4. **Leased Premises:** Leased Premises, a portion of the JCCC outlined in red on the Plan of Ground Level attached hereto as EXHIBIT A and incorporated herein by reference, extends to the interior faces of all exterior walls and the centerline of walls between the Leased Premises and the Common Areas and public areas, or to any line shown on EXHIBIT A where there is no wall, or to the centerline of those walls (or prolongation thereof) separating the Leased Premises from other Leased Premises or common or public areas in the JCCC's Leased Premises and including all columns and core areas within the perimeters of the Leased Premises; together with the appurtenances specifically granted in this Lease, including the use in common with others of the public areas as hereinafter more fully provided, but reserving and excepting to County (i) the use (a) the exterior faces of the exterior walls, (b) the roof, and (c) the space between the lower surface of the floor slab of any higher floor and the Lessee's finished ceilings; (ii) the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Leased Premises in locations which will not substantially interfere with Lessee's use thereof, and serving other parts of JCCC and the buildings containing JCCC.

5. **Use**: The County hereby grants unto the Lessee, and the Lessee hereby accepts from the County, a Lease for approximately 1,000 square feet to be used as an automobile tag and insurance agency. Lessee shall use the Leased Premises only for the uses permitted herein. The Lessee shall not provide any other services or sell any other items or products without the prior written approval of the County, and any sales by the Lessee of services or items not specifically authorized in writing by the County shall constitute a default. The unapproved services or sale of items shall be discontinued immediately by the Lessee upon written notice from the County. Lessee shall conduct its business at all times in accordance with this Lease.

6. **Limitations on Use**: Subject to Lessee's right to use the Leased Premises for the purposes specified in Paragraph 5, Lessee shall not suffer or permit the Leased Premises 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 Leased Premises or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Leased Premises or adjoining areas; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Leased Premises or the proper and economic functioning of any other common service facility or common utility of the Leased Premises; (vi) impair or interfere with the physical

convenience of any of the occupants of the Leased Premises; or (vii) impair any of the Lessee's other obligations under this Lease.

7. **Operations:** In the event, and to the extent that the Leased Premises may be untenantable by reason of damage by fire or other casualty, Lessee shall continuously and uninterruptedly use, occupy and operate the Leased Premises as an auto tag and insurance agency including minor portions thereof as are reasonably required for storage and office purposes, and such storage and office space only in connection with the business conducted by Lessee in the Leased Premises; and will have on the premises adequately trained personnel for efficient service to customers.

6. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Lessee's business in the Leased Premises, or any part thereof, Lessee, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by the County. Lessee shall at all times comply with the terms and conditions of each license and permit.

7. **Term:** The County hereby leases to the Lessee for a term of two (2) years, the Leased Premises for an auto tag and insurance agency to begin on the Effective Date and terminating two (2) years thereafter, unless vetoed by the Mayor. If vetoed by the Mayor, Lease will become effective upon an override of the Board.

12. **Option to Renew:** The County shall have the option to renew for an additional three (3) two-year renewal periods. The renewal rate will be based on the operating cost of the JCCC at the time of renewal.

13. **Holding Over:** If Lessee remains in possession of the Leased Premises after the expiration of the term of this Lease, or any option period, without a new Lease reduced to writing and duly executed and delivered (even if Lessee shall have paid, and County shall have accepted, rent in respect to such holding over), Lessee shall be deemed to be occupying the Leased Premises only as a Lessee from month-to-month, subject to all covenants, conditions, and agreements of this Lease. If Lessee fails to surrender the Leased Premises upon the termination of this Lease, then Lessee shall, in addition to any liabilities to County accruing therefrom, 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 Lessee on such failure.

14. **Lessee's Obligation/Payments:**

    a. **Minimum Rent:** Lessee, in consideration of the use and occupancy of the Leased Premises, does hereby covenant and agree with the County to pay to the County without deduction or set off of any kind the sum of [$17,500.00 (seventeen thousand, five hundred and 00/100) per annum in monthly installments of $1,458.34 (one thousand, four hundred, fifty-eight and 34/100)] ("Minimum Rent") on the first day of each month in advance, without billing.

All rentals provided for in this Lease Agreement shall be paid or mailed to:

General Services Administration
111 N.W. 1st Street, Suite 2460
Miami, FL 33128
Attn: Retail Leasing Manager

(Checks shall be made payable to the "Miami-Dade Board of County Commissioners.")

b. **Accord and Satisfaction:** No payment by Lessee or receipt by County of a lesser amount than Minimum Rent shall be deemed an accord and satisfaction. The County may accept a check or payment from Lessee without prejudice to County's right to recover the balance of such Minimum Rent or pursue any other remedy provided in this Lease, at law or in equity.

c. **Sales Tax:** The Lessee shall be liable for the prevailing State of Florida Sales and Use Tax imposed on rent [(currently at the rate of 7%)] on the amounts payable to the County under this Lease. This Sales and Use Tax shall be payable to the County, when rent is due, which in turn will remit same, less authorized handling deductions, to the State. Said tax is applicable to Minimum Rent unless otherwise determined by the State of Florida.

d. **Taxes on Lessee's Personal Property:** Lessee 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, owned by or placed in, upon or about the Leased Premises by Lessee.

e. **Late Payment Charge:** In the event that the Lessee fails to make any payments, including Minimum Rent within ten (10) calendar days of the due date, a late charge of $100.00 per month will be assessed. The right of the County to require payment of such late payment charge and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the County to enforce other provisions herein, including termination of this Lease, or to pursue other remedies provided by law.

f. **Worthless Check or Draft:** In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under this Lease, the Lessee shall incur and pay a service charge of $10.00 or five percent (5%) of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from notice of such default. Further, in such event, the County may require that future payments required pursuant to this Lease be made by cashier's check or other means acceptable to the County. A second such occurrence of dishonored check during the lease term will be a breach of this Lease and, at the County's option, will constitute a default under this Lease, allowing termination.

g. **Lessee's Certification of Sales:** Lessee shall submit to County on or before the 20th day following the end of each month during the term of this Lease and on or before the 20th day of the month following the expiration or earlier termination of the term, a written statement, signed by Lessee and certified by it to be true and correct, showing the amount of Gross Sales during the preceding month in conjunction with a copy of the Florida Sales Tax Return. Lessee shall submit to County on or before the 60th day following the end of each of County's Lease Year an annual written statement, signed by owner, Chief Executive Officer, or financial officer of the Lessee and certified by it to be true and correct, setting forth the amount of Gross Sales during the preceding Lease Year, which statement shall also be duly certified by an independent Certified Public Accountant. The statement referred to herein shall be in such form and style and contain such details and breakdowns as County may reasonably determine or require.

15. **Examination of Records**

a. **Examination of Lessee's Books and Records**: Lessee shall provide such books and records as are necessary to determine the amount of Gross Sales for examination by County or its authorized representatives at reasonable times during Lessee's business hours, at County's expense and in such manner as not to interfere unreasonably with the conduct of Lessee's business. All information obtained by County or its authorized representatives from Lessee's books and records shall be kept confidential by County and all such representatives except in connection with assignment of this Lease or if subject to the requirements of Florida Public Records Act.

b. **Lessee's Sales Records:** Lessee shall prepare and keep, for a period of not less than three (3) years following the end of each Lease Year, adequate books and records, including but not limited to those relating to inventories, purchases, and receipts of merchandise, and all sales and other pertinent transactions by Lessee. Lessee shall record at the time of sale each receipt from sales or other transactions, whether for cash or on credit, in one or more sealed cash register or registers having a cumulative total. Lessee shall keep, for at least three (3) years following the end of each Lease Year, all pertinent original sales records, which records shall include (i) cash register tapes; (ii) serially-numbered sales slips; (iii) mail order; (iv) telephone orders; (v) settlement report sheets of transactions with subtenants, concessionaires, and licensees; (vi) records showing that merchandise returned by customers was purchased by such customers; (vii) receipts or other records of merchandise taken out on approval; (viii) income and sales tax returns; and (ix) such other records which would normally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standard in performing an audit of Lessee's Gross Sales.

16. **Audits:** The Lessee agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Lease and any extension thereof, have access to and the right to examine and reproduce any of the Lessee's books, documents, papers and records and of its

subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Lease.

a. The Lessee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

b. The County shall have the right to cause, upon five (5) days' written notice to Lessee, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Internal Auditing Department of the County. Lessee shall make all such records available for said examination at the Leased Premises or at some other mutually agreeable location. The furnishing by Lessee of any grossly inaccurate statement shall constitute a breach of this Lease. Any information, excluding written documents, obtained by County as a result of such audit shall be held in strict confidence by County except in any proceeding or action to collect the cost of such audit or deficiency, or except in connection with any assignment of this Lease for financing purposes.

c. If Lessee fails to record, maintain, or make available sales supporting documentation as specified above, then Lessee shall be deemed to be in default under this paragraph.

18. **Use of Common Areas:** Lessee and its concessionaires, sublessees, officers, employees, agents, customers and invitees shall have the right, in common with the County and all others to whom the County has granted or may hereafter grant rights or who shall otherwise have such rights, to use the Common Areas, subject to such reasonable rules and regulations as the County may from time to time impose. Lessee agrees to abide by such rules and regulations. The County shall have the right to limit, or otherwise schedule, deliveries to Lessee if, in the County's judgment, said limitation is necessary for the proper operation of the County's Metrofare Leased Premises in the building.

19. **Building Services:** The County has caused all necessary utility lines and services to be brought to the Leased Premises. Lessee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the JCCC as determined either by the public utility providing such service or by the County's architect or engineer in the exercise of reasonable judgment. Lessee shall make all repairs caused by Lessee's negligence.

Curtailment or Interruption of Service: The County reserves the right to interrupt, curtail or suspend the provision of any utility service to which Lessee may be entitled hereunder when necessary by reason of accident or emergency or for repairs, alterations, or improvements in the judgment of County desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause 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 Lessee or for any limitation of supply resulting from governmental orders or directives. No diminution or abatement of rent or other charges, nor damages, shall be claimed by Lessee by reason of the County's or other individual's interruption, curtailment or suspension of a utility service, nor shall this Lease Agreement or any of Lessee's obligations hereunder be affected or reduced thereby. If any payment of rent due hereunder shall remain unpaid for more than ten (10) days after it shall become due, the County may, without notice to Lessee, discontinue utilities service until all arrears of rent shall have been paid-in-full. The County shall not be liable for damage to persons or property or the business of Lessee for any such discontinuance, nor shall such discontinuance in any way be construed as an eviction of Lessee or cause an abatement of rent, or operate to release Lessee from any of Lessee's obligations hereunder.

20. **Certain Construction Contract Terms:** All contracts entered into by the Lessee for the construction of the improvements shall require completion of the improvements within a specified time period, to be determined in consultation with the County, prior to the execution of said contract(s) and shall contain, unless otherwise authorized by the County, reasonable and lawful provisions for the payment of actual and liquidated damages to the County in the event contractor(s) fails to complete the construction on time. The Lessee agrees that it will use its best efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Lessee understands and agrees to procure any and all construction and electrical services in strict compliance with §255.20 Fla. Stats. (2007).

    Prior to commencing any construction, Lessee must deliver all plans, specifications and scheduling for any construction or other improvements, at its sole cost and expense, to the County, and specifically to the Mayor or his designee for approval at least sixty (60) days before commencement of any work. Further, Lessee shall not commence construction of any improvements upon the Leased Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

21. **Construction Bonds:** Before any construction work on the Leased Premises is commenced or before any materials, equipment or supplies are purchased, the project developer shall deliver to County and record in the public records of Miami-Dade County, Florida, a performance and payment bond with a surety insurer authorized to do business in the State of Florida as a surety in the full amount of the project cost. Such bond shall be in the form provided by §255.05 Fla. Stats. (2007) and shall name project developer as principal and County as obligee.

22. **Ownership of Improvements:** Upon the expiration or earlier termination of this Lease for any reason, all existing and future County installed fixtures, equipment, improvements and appurtenances attached to or built into the Leased Premises in such a manner as to become part of the freehold, whether or not by or at the expense of Lessee, shall become and remain a part of and be surrendered with the Leased Premises. Any furniture, furnishing, equipment or other articles of movable personal property owned by Lessee and located in the Leased Premises, shall be and shall remain the property of Lessee and may be removed by it at any time during the term of this Lease so long as Lessee is not in

default of any of its obligations under this Lease, and the same have not become a part of the freehold, and so long as such does not materially affect Lessee's ability to use said premises and conduct its business as provided herein. However, if any of Lessee's property is removed and such removal causes damage to the Leased Premises, Lessee shall repair or pay the cost of repairing any damage to the Leased Premises resulting from such removal. Any property belonging to Lessee and not removed by Lessee at the end of the Lease Term or a renewal, if applicable, shall, at the election of the County, be deemed to be abandoned by Lessee, and the County may keep or dispose of such property and restore the premises to good order within ten (10) days after billing Lessee for the cost of such disposal. At the expiration of the term of this Lease, Lessee shall deliver to the County the keys and combinations to all safes, cabinets, vaults, doors and other locks left by Lessee on the Leased Premises.

23. **Review of Construction:** During the construction of the improvements, the County or its designee shall periodically inspect the construction to ensure conformity with the approved improvements, and any changes thereto requested by the Lessee and approved by the County.

24. **Lessee's Changes:**

a. **Conditions for Making Changes:** After Effective Date, and subject to approval of the County in writing, Lessee may at any time, at its expense, make such other alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "Lessee's Changes"), in and to the Leased Premises, excluding structural changes, as Lessee reasonably may consider necessary for the conduct of its business in the Leased Premises, subject to approval by the County, in addition to the following conditions:

i. The outside appearance or structural integrity of the JCCC shall not be affected.
ii. No part of the JCCC not included within the Leased Premises shall be physically affected.
iii. The proper functioning of any of the material, electrical, sanitary, fire protection, and other service systems shall not be adversely affected.
iv. In performing the work involved in making Lessee's Changes, Lessee shall be bound by and observe all of the conditions and covenants contained in this Article.
v. At the expiration or any earlier termination of this Lease, on the County's written request, Lessee shall restore the Leased Premises to its original condition.

b. **Approvals for Changes, Cost and Insurance:** Lessee, at its expense, shall obtain all necessary governmental permits and certificates for the commencement of prosecution of Lessee's Changes and for final approval thereof upon completion, and shall cause Lessee's Changes to be performed in compliance therewith, and with all applicable laws and requirements of public authorities, and with all applicable requirements of

insurance bodies, and in good and workmanlike manner, using materials and equipment at least equal in quality and class to the original installations of the Leased Premises, and so as not to impose any additional expense upon the County. Throughout the performance of Lessee's Changes, Lessee shall carry, or cause to be carried, insurance as set forth in Paragraphs 54 and 55. If any of Lessee's Changes shall involve the removal of any fixtures, equipment or property in the Leased Premises which are the County's Property, such fixtures, equipment or other property shall be promptly replaced, at Lessee's expense, with fixtures, equipment or other property of like utility and at least equal value unless the County shall otherwise expressly consent in writing.

c. **Violations, Liens, and Security Interests:** Lessee, at its expense, and with diligence and dispatch, shall secure the cancellation or discharge of all notices of violation arising from or otherwise connected with Lessee's Changes or operations in the Leased Premises which shall be issued by any public authority having or asserting jurisdiction. Lessee shall promptly pay its contractors and materialmen for all work and labor done at Lessee's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Lessee shall bond against or discharge the same within ten (10) days of the filing of said encumbrance. In the event Lessee fails to remove or bond against said lien by paying the full amount claimed, Lessee shall pay the County upon demand any amounts paid out by the County, including the County's costs, expenses and attorney's fees. Lessee further agrees to hold the County harmless from and to indemnify the County against any and all claims, demands and expenses, including attorney's fees, by reason of any claim of any contractor, subcontractor, materialman, laborer or any other third person with whom Lessee has contracted, or otherwise is found liable for, in respect to the Leased Premises. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of the County to subject the County's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, materialman or supplier thereof against any part of the JCCC or any of the buildings or improvements thereon (inclusive of the Leased Premises) and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver of lien and that the subcontractor, materialman and supplier agree to be bound by such provision.

25. **Lessee's Repairs and Maintenance:** Lessee, at its expense, shall make promptly:

All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Leased Premises, and Common Area, as shall be required by reason of:

(i) the performance by Lessee of any work on the Leased Premises;
(ii) the installation, use or operation of Lessee's property;
(iii) Lessee's portion of the utility lines in the Leased Premises, if damaged due to Lessee's negligence;
(iv) the moving of Lessee's property in or out of the Leased Premises;
(v) the misuse or neglect of the Leased Premises by Lessee or any of its

employees, agents or contractors, including the failure or neglect of Lessee to make the repairs required by the succeeding subsection hereof.

Lessee shall also be required to make such repairs, other than those required to be made by the County under Paragraph 49, as may be necessary to maintain the Leased Premises and Lessee's property in as good order, condition, and repair as they are on the Effective Date. Lessee shall, if due to its negligence, be responsible for repairs, maintenance, and replacements including all utility systems, serving same and appurtenances thereto, and shall keep them at all times neat, clean and in good repair, free from filth, overloading, danger of fire, explosion, or any nuisance, and return the same to the County, after removing all its property therefrom, at the expiration of the Lease Term, in as good condition as when received by Lessee, ordinary wear and use and casualty loss due to causes beyond Lessee's control excepted. The provision of all interior maintenance within the Leased Premises is the sole and exclusive responsibility of the Lessee. Lessee agrees that it will cause no damage to foundations, roofs, walls or floors, and if it does, it will be liable to the County for the cost of repairs. If the Leased Premises are not surrendered as stated herein, in addition to all other rights given to the County herein or by law:

a. The County may, at its option, restore the Leased Premises or the Leased Premises to good order and condition and Lessee shall pay to the County within ten (10) days after billing therefore, as additional rent, the expense of such restoration; and

b. Lessee shall indemnify and hold harmless the County against any and all claims, demands, loss, or damage, including attorney's fees, resulting from the delay by Lessee in surrendering the Leased Premises including, but not limited to, claims made by any succeeding Lessee or Lessor based on such delay.

c. Lessee shall pay to County as liquidated damages for any holdover, in addition to amounts paid pursuant to (b) above, double rent (including Minimum Rent)

d. Lessee's obligations in this paragraph shall survive the termination of this Lease.

26. **Facilities:** The Lessee hereby agrees to submit for approval by the County detailed plans and specifications for any anticipated leasehold improvements and shall construct the improvements in accordance with the approved plans. All equipment and personal property furnished by Lessee shall be of good quality and suitable for its purpose. The County shall have the right to require substitute equipment of personal property when such action is deemed necessary or desirable. Equipment acquired by the Lessee by way of purchase from the County that is unsuitable for Lessee's operations may be replaced with other equipment or personal property of the Lessee's choice, subject to the above conditions. It shall be the responsibility of the Lessee to coordinate activities with the County during any periods of construction and normal operations. The Lessee agrees to maintain said premises in the same condition, order, and repair as at the commencement of operations or after improvements, excepting only reasonable wear and tear arising from the use thereof under this Lease.

27. **County Approval:** The Lessee agrees that it will obtain prior written approval from the County in all of the following matters:

    a. Changes from originally approved specifications, activities, signage, and graphics.

    b. Equipment Lessee plans to install requiring any building modifications.

    c. Any use of the County's, or Facility's name.

    Further it is understood by Lessee that should any of the above items be disapproved, Lessee may offer alternative solutions. The County Mayor or designee shall respond with a decision in any of the above matters within sixty (60) days.

28. **County Approval of Change:** The County reserves the right with stated just cause to require the Lessee to change within a stated time any and all items contained in Paragraph 27 it deems in need of change, despite previous approval of same.

29. **Prior Approval Required:** The Lessee agrees that it shall obtain prior written approval from the County in all of the following matters pursuant to this paragraph:

    a. Hours of daily operation.

    b. The decor of the Leased Premises and all signs to be installed, erected or displayed in or on the Leased Premises, and any changes thereto at any time during the term of this Lease.

30. **Remedies for Lessee's Failure or Delay to Submit Plans or Perform Work:** If Lessee fails or omits to make timely submission to County of any plans or specifications or delays in submitting or supplying information, or in giving authorizations or in performing or completing Lessee's Work, or fails to open for business by the expiration of the Lessee's Work, County, in addition to any other right or remedy it may have at law or in equity, may pursue any one or more of the following remedies:

    a. Until Lessee shall have commenced Lessee's Work, County may give Lessee at least ten (10) days written notice that if a specified failure, omission or delay is not cured by the date therein stated, this Lease shall be deemed canceled and terminated. If such notice shall not be complied with this Lease shall, on the date stated in such notice, ipso facto be canceled and terminated, without prejudice to County's rights hereunder.

    b. County may, after written notice of its intention to do so, at Lessee's cost and expense, including, without limitation, expense for such overtime as County's architect may deem necessary, proceed with the completion of any such plans or specifications or Lessee's Work, as the case may be, and such performance by County, shall have the same effect hereunder as if the desired plans, specifications, information, approval, authorization, work or other action by Lessee had been done as herein required. For such purpose, County may enter upon the Leased Premises and take possession thereof

and of all materials, appliances, equipment thereon and employ such other contractors and subcontractors, as it may elect, to complete Lessee's Work, and Lessee shall indemnify and hold County harmless from any liability that may be incurred thereby to Lessee's contractors or subcontractors.

c. County may give notice to Lessee (notwithstanding that such notice is not otherwise required hereunder), that the term of Lease will be deemed to have commenced on a date to be therein specified, when the same would have commenced if Lessee had made timely submission of supply of plans, specification, estimates or other information or approval of any thereof. On and after the date so specified, County shall be entitled to be paid the Minimum Rent and any other charges which are payable hereunder by Lessee during the term of this Lease.

d. County may require Lessee to pay to County, as additional rent hereunder, the cost to County of completing the Leased Premises in accordance with the terms and provisions of this Lease over and above what would have been such cost had there been not such failure.

e. In exercising any of the foregoing remedies, County shall be entitled to retain and have recourse to any bond or escrow deposit provided by Lessee under Paragraph 21 hereof.

31. **On-Site Manager:** Throughout the term of this Lease or any extensions thereof, the Lessee shall employ a qualified full-time on-site manager having experience in the management of this type of auto tag and insurance agency operation, 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 Lessee under this Lease and to accept service of all notices provided for herein.

32. **Hours of Operation:** The Leased Premises will be required to operate five (5) days a week, Monday to Friday, during normal working hours approved by the County, except for those holidays observed by the County. The County may require a change in days and/or hours of operation, if, in the reasonable discretion of the County, such a change is desirable in providing the best service to the public.

33. **Pricing:** Lessee shall maintain the pricing schedule submitted with its [Proposal], with prices comparable to those off-premises operation of its own company-owned or franchised stores in Miami-Dade County, if it is part of a chain, or comparable to similar type operations if an independent or non-chain affiliated; and, in any effort to change prices Lessee will provide to the County a schedule of such proposed changes not later than ten (10) days prior to the intended implementation date, for approval or disapproval, at any time during the Lease Term when price changes are contemplated.

34. **Personnel:** The Leased Premises shall have sufficient staff to provide outstanding service. The Lessee shall provide the County with the name and telephone number of a management person of the Lessee who will be on call, at all time, for emergencies or other matters related to the operations under this Lease. The Lessee shall ensure that all its

personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. The Lessee shall require all personnel to wear visibly on their person, at all times while on duly, a distinctive name tag, identifying the individual by name, title, if appropriate, and as an employee of the Lessee. The Lessee shall ensure that all employees having public contract are able to understand and communicate in spoken English.

35. **Public Contact With Lessee's Employees:** Lessee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the County to demand his or her removal from duties in the Leased Premises. Such a demand shall not be construed necessarily as a request by the County that such employee be terminated from employment. Should an employee of Lessee sue or make a claim against the County as a result of such a demand for removal, Lessee shall indemnify the County as provided by the indemnification set forth in Paragraph 47. Lessee's employees will not be considered agents of the County.

36. **Quality of Lessee's Service:** Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb, or be offensive to customers, patrons, or others in the immediate vicinity of such operations. Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, and upon objection of the County concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

    The Lessee shall not conduct any business or activity not specifically authorized by this Lease in the Leased Premises, unless approved in writing by the County. It is expressly understood and agreed that the said operation shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to conduct business at or near the Leased Premises. The Lessee agrees that a determination by the County shall be accepted as final in evaluating whether its activities infringe on the rights of others and that Lessee shall fully comply with any decisions on this matter.

37. **Signs:** The nature, size, shape and installation of Lessee's business signs within the Leased Premises or in, on or adjacent to the JCCC must first be approved in writing by County. Said signage must also be approved by County and all governmental authorities having jurisdiction. All signs shall be removed by the Lessee at termination of this Lease and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by the Lessee.

38. **Monitoring Services:** The County shall have the right, without limitation, to monitor and test the quality of services of the Lessee, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of the shopping service, closed circuit TV, and other reasonable means.

39. **Ingress and Egress:** Subject to applicable rules and regulations, statutes and ordinances, and the terms of this Lease governing the use of the facility, Lessee, Lessee's agents and servants, patrons and invitees, and suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.

40. **Services/Equipment Provided by County:** The County shall provide the following:

    a. Electrical services as existing.
    b. Water facilities as existing.
    c. Sewage collection facilities as existing.
    c. Waste collection services.
    d. Janitorial service within the Leased Premises.

41. **Equipment and Services Provided by Lessee:** The Lessee, at its sole cost, shall provide:

    a. Extermination service (if additional service, other than what the County is currently providing, is required).

42. **Equipment Installed by Lessee:** Any equipment, furnishings, and/or advertising installed by the Lessee shall be in keeping with the appropriate standards of decor at the JCCC and must be approved by the County prior to installation, which approval shall not be unreasonably withheld. The Lessee shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by, the County, which approval shall not be unreasonably withheld. Following the installation of any additional equipment, furnishing and improvements which the County may approve from time to time, Lessee shall provide to the County a statement setting forth the cost of such equipment, furnishings or improvements and the date upon which the installation of such equipment, furnishings and improvements was completed.

    Lessee agrees that all new equipment, furnishings and improvements provided shall meet the requirements of all applicable building, fire, pollution and other applicable codes or regulations. Lessee shall not alter or modify any portion of the Leased Premises or the improvements constructed therein without first obtaining written approval from the County.

43. **Appearance of Leased Premises:** Upon failure of the Lessee to maintain the Leased Premises as required herein, the County may, after fifteen (15) days written notice to the Lessee, enter upon the Leased Premises and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof, plus 25% for administrative costs, shall constitute additional rental(s), and shall be billed to and paid by the Lessee. Additionally, the County may resort to other remedies available herein. Lessee shall repair all damages to the leased or non-leased portions of the Leased Premises caused by the Lessee, its employees, agents, or independent contractors.

44. **Quiet Enjoyment of Leased Property:** The County covenants and agrees that so long as no default exists in the performance of Lessee's covenants and agreements contained

herein, Lessee may peaceably and quietly hold and enjoy the Leased Premises and all parts thereof for that portion of the Lease Term, free from eviction or disturbance by the County or any person claiming under, by, or through the County.

45. **Subordination:** The County shall have the right to transfer or convey in whole or in part the Leased Premises, this Lease and all rights of the County existing and to exist, and rents and amounts payable under the provisions hereof; and nothing herein contained shall limit or restrict any such right, and the rights of the Lessee under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such right of the County, including, but not limited to a lease and to all renewals or modifications thereof. This paragraph shall be self-operative and no further instrument or subordination shall be required. Lessee covenants and agrees, if requested, to execute and deliver upon demand such further instruments confirming such subordination of this Lease as shall be requested by the County. Lessee hereby irrevocably appoints the County as its attorney in fact to execute and deliver any such instrument for and in the name of the Lessee.

46. **Liability for Damage or Injury:** The County shall not be liable for damage or injury which may be sustained by any party or persons on the Leased Premises other than the damage or injury solely caused by the negligence or intentional actions of the County, its agents and employees while in the course of County business, and as limited by sovereign immunity and F.S. 768.28.

47. **Indemnification:** The Lessee shall indemnify, and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost 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 Lease by the Lessee or its employees, agents, servants, partners, principals or subcontractors. The Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Lessee 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. **Damage or Destruction of Premises:** If either the Leased Premises or any portion of the JCCC (the "Premises") is partially damaged due to Lessee's negligence, but not rendered unusable for the purposes of this Lease, the same shall with due diligence be repaired by the Lessee from proceeds of the insurance coverage and/or at Lessee's own cost and expense. 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 damage shall be repaired with due diligence by the Lessee from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event the said premises are completely

destroyed due to Lessee's negligence, Lessee shall repair and reconstruct the premises so that they equal the condition on the Effective Date, and pay the County a minimum rent based on the last Gross Sales achieved, which reflects the County's income on the property preceding the date of destruction, for the remainder of time the premises remain untenantable ("Percentage Rent"). In lieu of reconstructing, Lessee shall reimburse the County all expenses incurred by the County in restoring the Premises to their original condition, plus Percentage Rent, until the Premises has been leased to another vendor or possession returned to Lessee. The election of remedies shall be at the sole discretion of the County.

49. **County's Repair:** The County, as its responsibility, and at its expense (except if the damage is caused by Lessee), shall make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the foundations, roofs and structural soundness of floors and walls of the Leased Premises and the Common Areas of the JCCC. The County shall grant no allowance to Lessee for a diminution of rental value 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, Lessee or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the [Retail Complex] or the Leased Premises, or in or to fixtures, appurtenances, or equipment thereof. The County shall be under no obligation to make any such repairs until and unless Lessee notifies the County in writing, and the County agrees, of the necessity therefore, in which event the County shall have a reasonable time thereafter to make such repairs. Notwithstanding any other provision of this Lease to the contrary, Lessee's rent including additional rent shall abate to the extent, and for such period of time, as all or any portion of the Leased Premises are rendered untenantable by reason of any cause for which the County is legally liable.

The County shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, including the Leased Premises, free from any and all liability to the Lessee for loss of business or damages of any nature whatsoever during the making of such repairs, alterations, and additions, except for such damage caused by the sole negligence or intentional misconduct by the County and where not otherwise indemnified by the Lessee. In making such repairs, alterations, and additions, the County shall take such reasonable measures as are necessary to minimize interference with Lessee's operations of the Leased Premises. If the Lessee's business is interrupted, a pro-rata adjustment of the minimum rent payable hereunder for the period of such interruption shall be made.

50. **Assignment, Subletting, and Successors in Interest:** Lessee shall not assign or sublet this Lease nor any portion thereof, nor any property associated with this Lease without prior written approval of the County. At no time shall Lessee attempt to mortgage, pledge or otherwise encumber this Lease or the Leased Premises. Unapproved assignment or subletting shall be grounds for immediate termination of this Lease. It is agreed that all terms and conditions of this Lease shall extend to and be binding on assignees, sublessees and other successors, as may be approved by the County. Lessee shall be liable for acts and omissions by any sublessee affecting this Lease. The County reserves the right to

directly terminate (and evict or pursue any applicable remedy) any sublessee for any cause for which Lessee may be terminated.

51. **Ownership of Lessee:** Any proposed change in ownership of Lessee must be approved by the County before such a change is made. The County reserves the right to terminate this Lease at any time if more than 10% of the ownership of the Lessee has not been specifically approved by the County. The County shall reject any proposed new owner for any reason it believes is in the best interests of the County. Lessee agrees to provide on 24 hour notice to the County an accurate list of all owners of the Lessee, showing the percentage of ownership of each owner, and, any change of corporate name or corporate ownership. Lessee for which stock is listed on a major stock exchange, may be wholly or partially exempted from the list requirement of this paragraph at the discretion of the County.

52. **Security Deposit:** Lessee shall furnish a Security Deposit in the amount of [$1,600.00], redeemable at the end of the Lease Term except for such conditions pertinent thereto, or in such other media, as further described, acceptable to the County. The Lessee may, in lieu of a Security Deposit with the County provide the County with a performance bond or irrevocable letter of credit in the same amount. This bond or Letter of Credit will be conditioned on the full and faithful performance of all covenants of this Lease. In the event that Lessee abandons performance or fails to perform as required, the County will execute on the performance bond, draw upon the irrevocable letter of credit or retain the cash deposit, whichever is the case, and Lessee will be responsible for the balance of the debt, if any, that is owed. Additionally, if the County must draw upon any portion of the form of security provided, Lessee hereby agrees to restore the security to its original amount within seven (7) days of receiving notice by the County that the security was drawn upon.

53. **County's Property Insurance:** Any insurance the County may maintain shall not cover Lessee's improvements and betterments, contents, or other property of Lessee. Lessee 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 the Leased Premises which would increase fire or other property or casualty insurance rate on the building or buildings in which the JCCC is located or the property therein over the rate which would otherwise then be in effect (unless approved by the County and Lessee pays the resulting increased amount of 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 Lessee, the rate of property insurance on the Leased Premises or equipment or other property of the County or other tenants shall be higher than it otherwise would be, Lessee 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 Lessee, which sum shall be deemed additional rent for purposes of collection only. The County also reserves the right to require the Lessee to correct such act or omission which caused the property insurance to increase and restore to its original status.

54. **Lessee's Property Insurance:** Lessee shall carry fire and extended coverage, and

vandalism and malicious mischief insurance and sprinkler damage insurance on all improvements and betterments, equipment, furniture, fixtures, inventory and supplies or other property of Lessee's in the amount of at least eighty percent (80%) of the full replacement cost thereof.

55. **Lessee's Other Required Insurance:** Prior to Lessee occupying the Leased Premises, Lessee shall maintain and furnish to Miami-Dade County, c/o General Services Administration, Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance Pursuant to Florida Statutes, Chapter 440.

b. [Public Liability Insurance on a comprehensive basis including Contractual Liability, Products and Completed Operations, Personal Injury and Broad Form Property Damage in an amount not less than $500,000.00 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as 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 $300,000.00 per occurrence for Bodily Injury and Property Damage combined.]

d. **Construction Phase**: In addition to the insurance required in a – c above, the Lessee shall provide or cause its contractors to provide original policies indicating the following types of insurance coverage prior to any construction:

i. Owner's Protective Liability Insurance – issued in the name of Miami-Dade County as sole Named Insured in amounts as indicated in b above. This policy must be endorsed to indicate that any premium whether deposit or final shall be the sole obligation of the Lessee or their contractor.

ii. Completed Value Builder's Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the Improvements and/or Betterments. The policy shall be in the name of Miami-Dade County, the Lessee and the Contractors as their interest may appear.

e. **Operation Phase:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the County, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New

Jersey, or its equivalent subject to the approval by the County Risk Management Division.

or

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

56. **Evidence of Insurance:** The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the Term of the Lease. The Lessee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Lease Term, the County may at its sole discretion terminate the Lease for cause.

Prior to execution of the Lease by the County and the Effective date, the Lessee shall obtain all insurance required herein and submit same to County for approval. All insurance shall be maintained throughout the Term of the Lease.

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

The Public Liability Insurance coverage required in Paragraph 55 b. above, shall include those classifications, as listed in standard liability insurance manuals, which are applicable to the operations of the Lessee of the performance of this lease.

The County reserves the right to reasonably amend the insurance requirements by the issuance of a notice in writing to the Lessee. The Lessee shall provide any other insurance or security reasonably required by the County.

57. **Termination by the County:** In addition to cancellation or termination as otherwise provided in this Lease, the County may at any time, in its sole discretion, suspend or terminate this Lease by written notice to the Lessee if necessary for the protection and preservation of the County's materials and property.

a. **Automatic Termination**: This Lease shall automatically terminate upon any of the following:

i. Institution of proceedings in voluntary bankruptcy or reorganization by the Lessee;
ii. Institution of proceedings in involuntary bankruptcy against the Lessee if such proceedings continue for a period of ninety (90) days;

iii. Assignment by Lessee for the benefit of creditors;
iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the County;
v. The discovery of any misstatement in the Lessee's proposal leading to award of this Lease, which in the determination of the County significantly affects the Lessee's qualifications to perform under the Lease;
vi. Subject to the provisions of Paragraph 51, unapproved change of ownership interest in Lessee and/or failure to submit the ownership list within 24 hours upon the request of the County; or
vii. Failure to cease any activity which may cause limitation of County's use of the JCCC.

b. **Non-payment of Rent/Health Hazard**: This Lease shall terminate after seven (7) calendar days written notice by the County either by posting on or at the Leased Premises and by certified or registered mail to any known address of Lessee set forth in Paragraph 68 hereof for doing any of the following:
   i. 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 Lessee makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the County may sue for rent for the unexpired term of this Lease.
   ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.

c. **Non-performance of Covenants**: This Lease shall terminate after fourteen (14) days from receipt by Lessee of written notice having either been posted on or at the Leased Premises or by certified or registered mail to the address of the Lessee set forth in Paragraph 68 hereof:

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

   ii. A final determination in a court of law in favor of the County in litigation instituted by the Lessee against the County or brought by the County against Lessee.

In the event that the County terminates this Lease by operation of any of the provisions (as stated in Sections 56 a, b and c), then in addition to other rights and remedies available to the County under the law, the County may accelerate the rental payments under this Lease, whereupon the entire balance owed by the Lessee under this Lease shall become immediately due and payable without further notice or demand.

d. **Revenue Control and Audit Defaults:** The inability or failure of the Lessee to provide the County with an unqualified certified statement of Gross Sales pursuant to Paragraph 15 a.-b., or to strictly adhere to the revenue control procedures established pursuant to Paragraph 16. shall constitute a noncurable default and in such event the County shall have the right to terminate this Lease upon seven (7) calendar days written notice to the Lessee. In addition to termination for such default, the County shall be entitled to collect damages in the full amount of the payments of the performance bond required pursuant to Paragraph 52 hereof.

e. **Habitual Default:** Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, regardless of whether the Lessee has cured each individual condition of breach or default, the Lessee shall be determined by the County to be an "habitual violator". At the time that such determination is made, the County shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise the Lessee 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 noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, County may cancel this Lease upon the giving of written notice of termination to the Lessee, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Lessee shall discontinue its operations at the JCCC, and proceed to remove all its personal property in accordance with the applicable provisions of this Lease.

58. **Termination by Lessee:** Lessee shall have the right upon thirty (30) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in Paragraph 68 hereof to terminate this Lease at any time after the occurrence of one or more of the following events:

a. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Leased Premises for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.

b. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the JCCC, or any substantial part, or parts, thereof in such a manner as substantially to restrict Lessee's operations for a period of ninety (90) calendar days or more.

59. **Termination of Lease:** Following the termination of this Lease the Lessee, within thirty (30) calendar days, or earlier if determined by the County, shall forthwith remove all of its personal property not acquired under the terms of this Lease. Any personal property of Lessee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Lessee or shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interests of the County. The County shall not be liable to Lessee for the safekeeping of Lessee's personal property during or after termination of this Lease. Lessee shall not remove any equipment, supplies in bulk, or fixtures within the Leased Premises at any time without pre-approval in writing from the County. Lessee shall be liable to the County for the fair market value of any equipment, supplies in bulk, or fixtures removed without County pre-approved written permission. Lessee shall also be liable for any expenses incurred by the County in prosecuting any action against Lessee following unapproved item removal described above. Lessee shall also be liable to the County for any expenses incurred by the County in replacing any items wrongfully removed by Lessee. It is the intention of the parties to this Lease that all furnishings and equipment purchased or leased by the Lessee, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Lessee. Upon the termination of this Lease Agreement and the removal of all personal property by Lessee, the Lessee shall deliver said premises to the County in the condition set forth in Paragraph 66 hereof.

60. **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 Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by County, unless such waiver be in writing by County, nor shall there be any accord and satisfaction unless expressed in writing and signed by both County and Lessee.

61. **Rules and Regulations:** The Lessee will observe, obey, and comply with all rules and regulations adopted 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 Lessee's operations under this Lease. Failure to do so will constitute a breach of the Lease.

62. **Hurricane Preparedness:** The Lessee shall follow the County's emergency evacuation and hurricane plan as set forth for the Leased Premises.

63. **Inspection by County:** The County shall have the authority to make periodic reasonable inspections of the Leased Premises, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Lessee 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 Lessee is operating in compliance with the terms and provisions of this Lease.

64. **Right of Entry:** The County shall have the right to enter upon the Leased Premises at all reasonable times, whether or not during normal business hours, to examine same and to make such repairs, alterations, replacements, or improvements in the Leased Premises as the County deems necessary, but the County assumes no obligation to make repairs in the Leased Premises other than those expressly provided for in this Lease. The County agrees, however, that any such repairs, alterations, replacements, or improvements shall be made with minimum amount of inconvenience to Lessee and that the County will diligently proceed therewith to completion. The County or the County's agents shall also have the right to enter upon the Leased Premises at reasonable times to show them to actual or prospective tenants, or lessees of the JCCC. During the one hundred and eighty (180) days prior to the expiration of the Term of this Lease, the County may show the Leased Premises to prospective tenants. If, during the last ninety (90) days of the term of this Lease, Lessee shall have removed all or substantially all of Lessee's property therefrom, the County may immediately enter, alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent or other compensation and such action shall have no effect upon this Lease.

65. **Lessee's Occupancy Certification:** Lessee agrees at any time and from time to time, within five (5) days after the County's written request, to execute, acknowledge, and deliver to the County a written instrument certifying the Effective Date that Lessee has accepted possession of the Leased Premises and is open for business, that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Minimum Rent, and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the County is in default in the performance of any such certificate, the County is in default in the performance of any covenant, agreement, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have acknowledged.

66. **Surrender of Premises:** At the expiration or earlier termination of the Term of this Lease, Lessee shall peaceably surrender the Leased Premises in as good a condition as the Leased Premises were on the Effective Date, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Lessee shall deliver all keys for the Leased Premises to the County at the place then fixed for the payment of rent, and shall notify the County in writing of all combinations of locks, safes and vaults, if any, in the Leased Premises. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Lessee's property or trade fixtures into or out of the Leased Premises. Lessee'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 Lease.

67. **Approvals:** Except as provided otherwise, whenever prior approvals are required hereinabove by either party, such approvals shall not be unreasonably withheld.

68. **Notices:** Any notices submitted or required by this Lease shall be sent by registered or certified mail addressed to the parties as follows:

To the County: General Services Administration
111 N.W. 1st Street, 24th Floor
Miami, Florida 33128

To the Lessee: Miami Auto Tag Agency
5400 NW 22 Avenue
Miami, Florida 33142

or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party. The County may alternatively provide notice by posting written notice on or at the Leased Premises. If attempted delivery of such notice by mail is thwarted by any avoidance of receipt or unavailability for receipt by the intended recipient, such notice will have the effect of being constructively received by the recipient.

69. **Interpretations:** This Lease and the exhibit and attachments hereto, and other documents and agreements specifically referred to herein, constitute the entire, fully integrated Lease 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 Lease. This Lease may be amended only by written document, properly authorized, executed, and delivered by both parties hereto. For the County, appropriate authorization shall be construed to mean appropriate formal action by the County Mayor or the County Mayor's designee or, if required by law, the Board. This Lease shall be interpreted as a whole unit and paragraph headings are for convenience only The Lease shall not be construed in favor of one party or the other. All matters involving the Lease Agreement shall be governed by laws of the State of Florida.

70. **Security:** The Lessee acknowledges and accepts full responsibility for the security and protection of its equipment, other personal property and money used in connection therewith. The County makes no warranties as to any obligation to provide security for the Leased Premises, outside of standard security measures supplied by the County in general. Lessee may provide its own specialized security for the Leased Premises, subject to the County's written approval. Absence of said Lessee security measures shall not increase the County's security obligation.

71. **Rights Reserved to County:** All rights not specifically granted to the Lessee by this Lease 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.

72. **Lien:** The County shall have a lien upon all personal property of the Lessee on the JCCC

to secure the payment to the County of any unpaid money accruing to the County under the terms of this Lease.

73. **Entirety of Agreement:** The parties hereto agree that this Lease 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 Lease 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.

74. **Headings:** The headings of the various paragraphs and sections of this Lease, and its Table of Contents, 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 Lease or any part or parts of this Lease.

75. **Waiver:** Waiver of any breach shall not constitute waiver of any other breach. Invalidation of any portion of this Lease shall not automatically invalidate the entire Agreement.

76. **Performance:** The parties expressly agree that time is of the essence in the performance of this Lease and that the failure by the Lessee to complete performance within the time specified, or within a reasonable time, if no time is specified herein, shall relieve the County of any obligation to accept such performance.

77. **No Partnership or Agency**: The County and the Lessee 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 Lease does not constitute and shall not be represented to constitute a partnership between the County and the Lessee.

78. **Choice of Venue**: Any litigation between the County and the Lessee relating in any way to this Lease Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida.

79. **Subcontractural Relations:** Lessee shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of the Lease , or any or all of its rights, title or interest herein, or its power to execute such Lease to any person, company, or corporation without the prior written consent of the County, which will not be unreasonably withheld. Consent of the County does not confer upon the subcontractor any direct right of action against the County, or action against the County through the operator, or involve the County in any expense.

    a. If the Lessee will cause any part of this Lease to be performed by a Subcontractor, the provisions of this Lease will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Lessee; and the Lessee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the

Lessee. The services performed by the [Subcontractor] will be subject to the provisions hereof as if performed directly by the Lessee.

b. The Lessee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Lessee not to award any subcontract to a person, firm or corporation disapproved by the County.

c. Before entering into any subcontract hereunder, the Lessee will inform the Subcontractor fully and completely of all provisions and requirements of this Lease relating either directly or indirectly to the services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Lease.

d. In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Lease.

e. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of Lessee's obligations under this Lease. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Lessee shall furnish to the County copies of all subcontracts between Lessee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds Lessee in breach of its obligations, and the County's option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

80. **Lessee Application/Administrative Fee:** The Lessee shall be a registered vendor with the County Department of Procurement Management Bids and Contracts Section, for the duration of this Lease. It is the responsibility of the Lessee to file the appropriate vendor application, to update the application file for any changes, and to remit the annual administrative fee, for the duration of the Lease, including any option years.

Lessee shall submit the Vendor Application and all associated information within fifteen (15) days prior to award of this Contract by Miami-Dade County Board of County

Commissioners. If the Lessee fails to submit this Vendor Application, within the specified time frame, the County may take whatever actions it deems necessary.

81. **Local, State, and Federal Compliance Requirements:** Lessee agrees to comply, subject to applicable professional standard, with the provisions of any and all Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Lease, including but not limited to:

a. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Agreement;

b. Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement;

d. Environmental Protection Agency (EPA), as applicable to this Agreement;

e. Miami-Dade County Code, Chapter 11A, Article 3. All Lessees and subcontractors performing work in connection with this Lease shall provide equal opportunity for employment regardless of race, religion, color, age, sex, national origin, or place of birth. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law;

f. "Conflicts of Interest" and "Employment Discrimination"; Notwithstanding any other provision of this Lease, Lessee shall not be required pursuant to this Lease to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Lessee, constitute a violation of any law or regulation to which Lessee is subject, including but not limited to laws and regulations requiring that Lessee conduct its operations in a safe and sound manner.

82. **Nondiscrimination:**

a. During the performance of this Agreement, Lessee agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

b. By entering into this Lease with the County and signing the Disability

Nondiscrimination Affidavit attached hereto as [Attachment Attachment C] the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or [Miami-Dade County Resolution No. R-385-95]. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement agency, the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Lease void. This Lease shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violates the Act or the Resolution during the term of this Contract.

c. Lessee agrees to abide by [Chapter 11A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Statue 794, as amended, which prohibits discrimination on the basis of disability.]

83. **Assumptions, Parameters, Projections, Estimates and Explanations:** The Lessee understands and agrees that any assumption, parameters, projections, estimates and explanations presented by the County herein are provided to the Lessee for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Lessee. The Lessee accepts all risk associated with using this information.

84. **Independent Private Sector Inspector General Reviews**: The County has established the Office of the Inspector General, which is required to perform mandatory random audits on County's contracts, including leases, concessions, franchises, and other revenue-generating contracts, throughout the duration of each contract. The County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of existing projects or programs may include a report whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity for and reasonableness of proposed change orders to the contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project designs, specifications, proposal submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

85. **Indulgence Not Waiver:** The indulgence of either party with regard to any breach or failure to perform any provision of this Lease shall not be deemed to constitute a waiver of the provisions or any portion of this Lease, either at the time of breach or failure occurs or at any time throughout the term of this Lease.

86. **Survival:** The parties acknowledge that any of the obligations in this Lease will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Lessee and the County under this Lease that by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

87. **County as Sovereign:** It is expressly understood that notwithstanding any provision of this Lease 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 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 development of the Leased Premises or the operation thereof, or be liable for the same; and

    b. The County shall not by virtue of this Lease be obligated to grant the Lessee 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 Premises.

88. **No Liability for Exercise of Police Power:** Notwithstanding and prevailing over any contrary provision in this Lease, or any County covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including but not limited to the following:

    a. To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Lessee, 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 Lessee in applying for any county, city or third party permit or needed approval; or

    d. To contest, defend against, or assist the Lessee in contesting or defending against any challenge of any nature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials, as of the date first above written.

MIAMI AUTO TAG AGENCY

By: Natacha Timmer

Name: Natacha Neil

Title: Owner

Date: July 30, 2008

Witness: _____

Witness: _____

CORPORATE SEAL

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

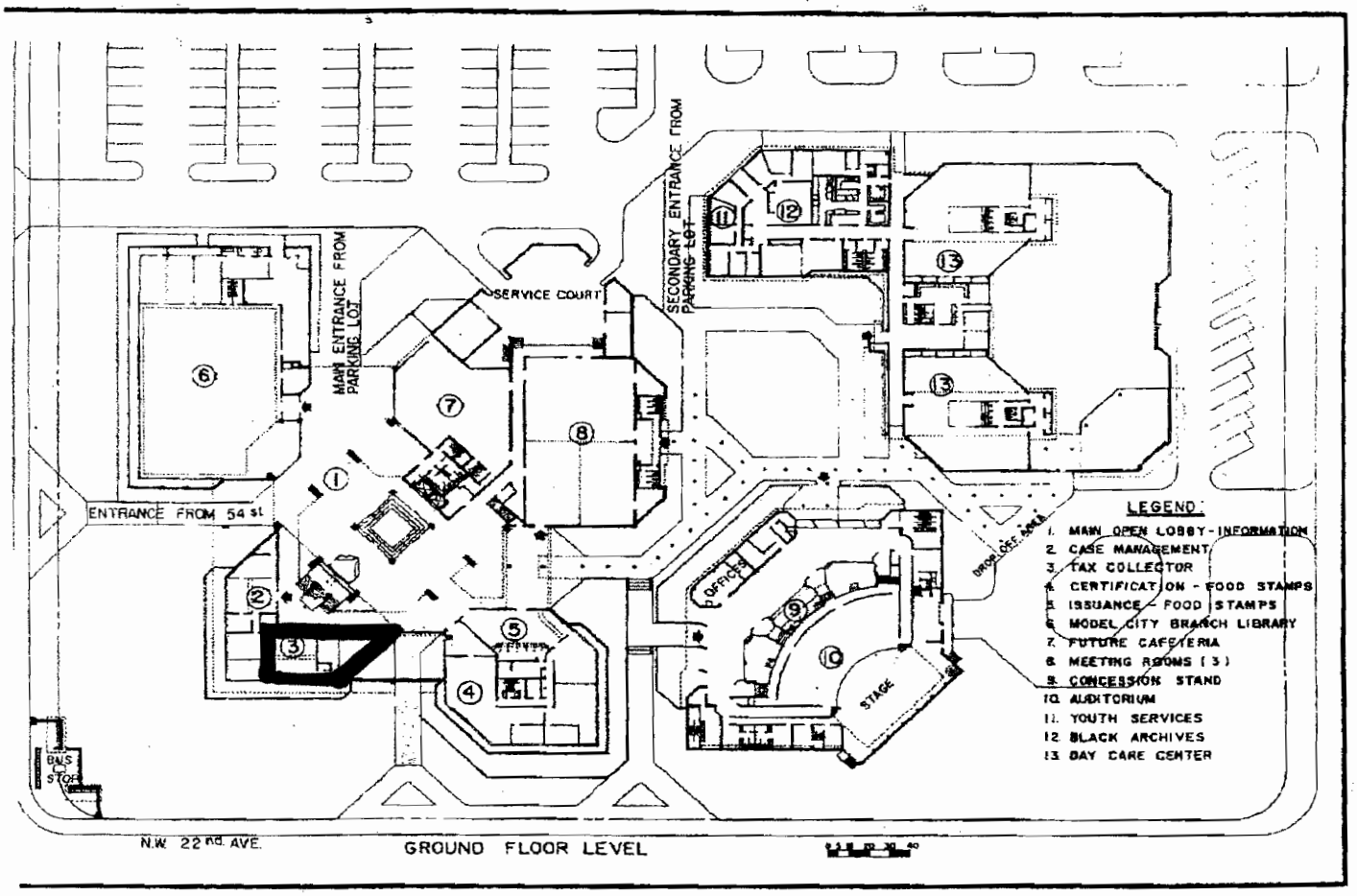
Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency _____
Assistant County ~~Attorney~~

37

EXHIBIT A



SECONDARY ENTRANCE FROM PARKING LOT
MAIN ENTRANCE FROM PARKING LOT
SERVICE COURT
ENTRANCE FROM 54 st
OFFICES
STAGE
DROP OFF AREA
BUS STOP
N.W. 22nd AVE.
GROUND FLOOR LEVEL
LEGEND:
1. MAIN OPEN LOBBY-INFORMATION
2. CASE MANAGEMENT
3. TAX COLLECTOR
4. CERTIFICATION - FOOD STAMPS
5. ISSUANCE - FOOD STAMPS
6. MODEL CITY BRANCH LIBRARY
7. FUTURE CAFETERIA
8. MEETING ROOMS (3)
9. CONCESSION STAND
10. AUDITORIUM
11. YOUTH SERVICES
12. BLACK ARCHIVES
13. DAY CARE CENTER

Appendix A

SCOPE OF SERVICES FOR THE AUTO TAG AGENCY LOCATED IN THE JOSEPH CALEB COMMUNITY CENTER

LEASEHOLD/SERVICES REQUIREMENTS

- The Lessee shall operate the auto tag agency a minimum of five days a week, Monday through Friday, continuously from 9AM to 5PM, except on County, State and Federal designated holidays. Any changes in the hours of operation will be subject to the express written agreement of both parties.
- During the term of the Lease Agreement, the Lessee shall keep in full force and effect all required insurances and indemnifications as required by the County and outlined in the Agreement.
- Lessee shall not assign or sublet nor otherwise encumber the Agreement without prior written County approval.
- Lessee shall comply with all the terms and conditions of the Lease Agreement.
- Lessee shall operate and maintain the entire leased premises as a first class auto tag and insurance agency.
- Lessee must be currently licensed by Miami-Dade County as a branch office of the Miami-Dade County Auto Tag Agency and have an existing branch auto tag agency, which agreement shall contain the proper procedures for issuance of auto tags and decal inventory through the Electronic Filing System. This written agreement shall be approved by and on file with the Tax Collector.
- Lessee shall use the leased premises only for the use permitted. The Lessee shall not provide any services or sell any item or product, not specifically provided for in the Lease Agreement without the prior written approval of the County.
- The County will provide electricity, janitorial services and garbage removal.
- Lessee shall have on its premises during all working hours a minimum of one qualified employee handling ongoing business transactions within the branch office. Each qualified employee must satisfactorily complete the examination as provided by the Miami-Dade County Auto Tag Agency.