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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(7)

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

DATE: April 8, 2014

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

SUBJECT: Resolution approving terms of and authorizing the execution by County Mayor of a Lease Agreement with Empowered Youth, Inc., a Florida non-profit corporation, to be utilized for jobs and training of at risk inner city young adults
Resolution No. R-352-14

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

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MEMORANDUM
(Revised)

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

DATE: April 8, 2014

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

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
4-8-14

RESOLUTION NO. R-352-14

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT WITH EMPOWERED YOUTH, INC., A FLORIDA NON-PROFIT CORPORATION, TO BE UTILIZED FOR JOBS AND TRAINING OF AT RISK INNER CITY YOUNG ADULTS FOR AN INITIAL TWO YEAR TERM AND TWO ADDITIONAL FOUR YEAR RENEWAL OPTION PERIODS ON COUNTY-OWNED LAND LOCATED AT 20 N.E. 29 STREET, MIAMI, FLORIDA, WITH AN ESTIMATED TOTAL FISCAL IMPACT OF $35,076.00, AND IN ACCORDANCE WITH FLORIDA STATUTE 125.38; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE FOREGOING

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

WHEREAS, The County owns vacant property located at 20 NE 29th Street, Miami, Florida ("Property"); and

WHEREAS, Empowered Youth, Inc. has applied to the County for use of the Property for the purpose of installing a food trailer that will be utilized to provide jobs and training to inner city young adults that have been involved with the Juvenile Justice System, and has represented that it will use the Property consistently with its mission, and in accordance with the lease agreement with the County, and all in support of the community interests and welfare purposes for which it is organized; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that Empowered Youth, Inc. does require the Property for such use and that a lease agreement for that use would promote community interest and welfare; and that the Property is not otherwise needed for County purposes; and

WHEREAS, the Property would be leased to Empowered Youth, Inc. for a payment in lieu of taxes in the amount of $3,507.60 for the initial year of the lease term, which shall be adjusted each year thereafter to an amount equal to one half of the assessed market value of the Property multiplied by the tax millage rate for the Property; and

WHEREAS, Empowered Youth, Inc. has agreed under the lease to annually fund stipends to employ inner city young adults, and therefore, a substantial reason exists for foregoing any additional rental payments,

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

Section 1. The Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. The Board finds that the Property is not needed for County purposes, approves the terms of the Lease Agreement between Miami-Dade County and Empowered Youth, Inc. in substantially the form attached hereto, authorizes the waiver of Administrative Order 8-4 as it relates to review by the Planning Advisory Board, authorizes the County Mayor or Mayor's designee to enter into the lease in substantially the form attached hereto, incorporated herein by reference, and to take all actions necessary to effectuate the lease and to exercise all rights set forth in the lease.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of April, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

LEASE AGREEMENT

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

RECITALS

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

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

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

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

WITNESSETH:

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

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

TO HAVE AND TO HOLD unto said TENANT for a term of two (2) years ("Original Lease Term"), plus four (4) additional two (2) year renewal option periods, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving the lease agreement, ("Commencement Date") and terminating on the last day of the month that is two (2) years thereafter. The annual rent for the first year of the Original Lease Term shall be Three Thousand Five Hundred and Seven Dollars and .60/100 ($3,507.60.00) payable in twelve (12) equal monthly installments of Two Hundred and Ninety Two dollars and .30/100 ($292.30), on the first day of every month to the Board of County Commissioners, c/o Internal Services Department, 111 N.W., First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual rental rate for the second year of the Original Lease Term and each year of the subsequent renewal option periods shall be an amount equal to the assessed market value of the demised premises for the current lease year as determined by the Miami-Dade County Property Appraiser multiplied by the tax millage rate applicable to the Property divided by two. Additionally, TENANT agrees that it shall annually fund a stipend (the "stipend") to employ inner city youths, and shall provide written documentation to LANDLORD evidencing the expenditure of funds within 30 days of such payment.

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

ARTICLE I
USE OF DEMISED PREMISES

TENANT shall have use of the unimproved parcel of land, ("Demised Premises") solely for the purposes of installing a food trailer and outdoor seating that will be utilized to provide jobs and training to inner-city young adults that have been involved with the Juvenile Justice System and for no additional purpose absent the written consent of LANDLORD.

ARTICLE II
CONDITION OF DEMISED PREMISES

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

ARTICLE III
IMPROVEMENTS BY TENANT

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

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

> "All persons, firms or corporations dealing with the TENANT in respect to the furnishing of any labor, services or materials for the improvement of said Demised Premises is hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against the Demised Premises, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements."
> If liens are placed upon said Demised Premises, TENANT shall be responsible for these liens as specified in Article XXI, "Additional Provisions," Item 1 Mechanic's, Materialmen's and other Liens. LANDLORD shall have no obligation, financial, regulatory or otherwise, for any and all activities necessary to construct, maintain, or repair improvements, or to operate within the Demised Premises during the term of this Lease.

If TENANT's use, construction activities or other actions by TENANT relative to the Demised Premises result in the introduction of hazardous materials or contamination of the soil or ground water, or the discovery of hazardous materials or contamination of the soil or ground water which would not have been discovered but for the TENANT' s use, construction activities or other actions relative to the Demised Premises, then TENANT agrees (i) to notify LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold LANDLORD harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from and connected with any such contamination, claim of contamination or damage. This provision shall survive termination of this Lease Agreement.

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

ARTICLE IV
UTILITIES

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

ARTICLE V
MAINTENANCE

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

TENANT shall provide for removal of litter and trash from the Demised Premises at its expense.

TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT's use of the Demised Premises or any vandalism, malicious mischief or criminal acts thereto. TENANT shall notify LANDLORD after discovering any damage which TENANT is responsible for maintaining, repairing or replacing, and TENANT shall take the necessary actions to remedy such damage promptly within thirty (30) days after said notice. No notice of damage to LANDLORD is required if TENANT takes remedial action within fifteen (15) days from the date the damage is discovered.

ARTICLE VI
DESTRUCTION OF PREMISES

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

destroyed due to TENANT's negligence, this Lease Agreement shall be cancelled and TENANT shall return the Demised Premises to the LANDLORD in the condition the Demised Premises were in the beginning of this Lease Agreement. If TENANT chooses to cancel the lease, TENANT shall bear the cost of demolishing and clearing any remaining structure on the Demised Premises. If TENANT chooses to rebuild but fails to complete the rebuilding within one (1) year of date of the event which destroyed or damaged the original structure, the LANDLORD may cancel this lease agreement.

ARTICLE VII
ASSIGNMENT

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to inspect or enter said Demised Premises during all reasonable working hours, upon the giving of two days prior notice, to examine same. If repairs, additions, or alterations are deemed necessary for the safety, comfort, or preservation of the

Demised Premises, LANDLORD shall notify TENANT of said repair and TENANT shall have thirty (30) days to complete the work. The parties can agree to an extension of time to make the deemed necessary repairs, additions, or alterations if needed. If said repairs, additions, or alterations are not completed within the time permitted to make such repairs, additions, or alterations, LANDLORD shall make said repairs, additions or alterations. If LANDLORD makes necessary repairs, additions, or alterations, TENANT shall reimburse LANDLORD for the expense of same, within thirty (30) days of the submission of the invoice for the expense. Said right of entry shall likewise exist for the purposes of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF DEMISED PREMISES

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

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

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

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD 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 the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protections required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility ot indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIBILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of

Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
OPTION TO RENEW

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

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

ARTICLE XVI
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this

Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

Institution of proceedings in voluntary bankruptcy by the TENANT.

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

Assignment by TENANT for the benefit of creditors.

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

Failure to continuously use the Demised Premises for the purposes stated in Article I of this Lease Agreement absent written consent by the LANDLORD which may be withheld in LANDLORD's sole and absolute discretion.

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

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

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

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

Non-performance of any covenant of this Lease Agreement other than non-payment of rent and

others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

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

Notwithstanding any other provision in this Lease Agreement to the contrary LANDLORD through its County Mayor or designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least thirty (30) days written notice prior to its effective date.

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

ARTICLE XVII
DISABLED INDIVIDUALS

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

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT; attention of the Executive Director, 2410 Brickell Avenue Apt 302C, Miami, Florida 33129 shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement. Notices required by this Lease Agreement shall be delivered by certified mail to the addresses identified above. Delivery will be deemed made on the date of such mailing.

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

ARTICLE XIX
INSURANCE

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

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

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

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

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

> The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.
>
> or
>
> The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

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

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

ARTICLE XX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

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

ARTICLE XXI
HOLDOVER

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

ARTICLE XXII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

agencies.

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

ARTICLE XXIII
GOVERNING LAW

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

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

(CORPORATE SEAL)

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

WITNESS

By: _____
Colleen Adams
Executive Director

WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUBIN, CLERK

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

By: _____
DEPUTY CLERK

By_____
Carlos Gimenez
Mayor
(LANDLORD)

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