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

Memorandum

MIAMI-DADE COUNTY

Amended
Agenda Item No. 14(A)(19)

Date: July 14, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with the City of Miami for the Manuel Artime Community Center Located at 970 SW 1 Street, Miami, Florida, Offices 303, 304, 307, 400, 401, 402, 403, and 407 - Lease No. 01-4138-003-1200-L01

Resolution No. R-655-15

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which authorizes the execution of the attached Lease Agreement between Miami-Dade County (County) and the City of Miami (Landlord). More specifically, the resolution does the following:

- Authorizes the leasing of approximately 4,811 square feet of air conditioned office space at the Manuel Artime Community Center, 970 SW 1 Street, Miami, Florida, specifically Offices 303, 304, 307, 400, 401, 402, 403, and 407, for the Community Action and Human Services Department, Accion Community Service Center; and
- Authorizes a lease term from the effective date through September 30, 2018.

Scope

The property is located in County Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

The fiscal impact for the first year of the lease term will be $83,463.91. This amount is comprised of $72,159.00 in annual base rent ($15.00 per square foot), $8,418.55 for janitorial and custodial services and a $2,886.36 lease management fee that the Community Action and Human Services Department shall pay the Internal Services Department. The lease management fee is four (4) percent of the annual base rent. The total projected fiscal impact for the lease term is estimated to be $270,991.11, which factors in a three (3) percent annual rental increase. Community Services Block Grant funds from the Community Action and Human Services Department's budget will cover the cost of the Lease Agreement.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. The Lease Agreement was prepared by the Internal Services Department on behalf of the Community Action and Human Services Department. Dirk Duval, of the Real Estate Development Division in the Internal Services Department, is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise all rights conferred therein.

Background

The Accion Community Service Center is currently located at 858 West Flagler Street, Miami, Florida. The Community Action and Human Services Department has the need to relocate from its current location due to building maintenance issues and recurring vandalism and has prioritized staying within the current neighborhood.

The Manuel Artime Community Center is located one (1) block south of the current location. The Community Action and Human Services Department requires use of the facility to provide community services, including, but not limited to, citizenship classes, computer training, adult arts and craft classes, employment preparation and training and referral programs, for the general welfare and more particularly, for improvement of the target community (i.e., children, seniors, and families), most of whom reside within walking distance of the Center. There is currently no County-owned space in the neighborhood to relocate the delivery of these services. Therefore, the Manuel Artime Community Center is the recommended location for these services.

Additional lease details are as follows:

CITY REPRESENTATIVES:	Mark Burns, Department of Real Estate Asset Management, City of Miami, Florida.
LEASE TERM:	From effective date through September 30, 2018.
EFFECTIVE DATES:	Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement and terminating September 30, 2018.
RENTAL RATE:	Currently, the Community Action and Human Services Department pays $88,740.00 ($13.69 per square foot) in annual rent at 858 West Flagler Street, Miami, Florida. In addition to the base rent, the Community Action and Human Services Department pays approximately $1.25 per square foot in operating expenses at 858 West Flagler Street, which includes all utilities, waste disposal, janitorial, and custodial services. The annual rent for the first year of the lease at the Manuel Artime Community Center will be $72,159.00, which is approximately $15.00 per square foot. The annual rent shall increase by three (3) percent per year pursuant to Article III of the Lease Agreement.
LEASE CONDITIONS:	The Landlord's responsibilities include maintenance of the air conditioning system, payment of utilities, and trash disposal services. The County's responsibilities include the installation and maintenance of phone and data equipment as well as security.
CANCELLATION PROVISION:	Either the County or Landlord may cancel at any time by giving the non-canceling party 180 days written notice prior to the effective date of the cancellation.

OTHER PROPERTIES EVALUATED:

2190 West Flagler Street, Miami, Florida – $19.00 per square foot on an annual basis for a modified gross lease, plus electricity, and a prorated share of the building's real estate taxes and insurance.

466 NW 22 Avenue, Miami, Florida – $22.50 per square foot on an annual basis for a gross lease, plus a prorated share of the building's operating expenses, which are estimated to be $5.00 per square foot on an annual basis.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: July 14, 2015

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

SUBJECT: Amended
Agenda Item No. 14(A)(19)

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 _____

Amended
Agenda Item No. 14(A)(19)
7-14-15

RESOLUTION NO. R-655-15

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI, A FLORIDA MUNICIPAL CORPORATION, FOR THE PREMISES LOCATED AT 970 SW 1 STREET, MIAMI, FLORIDA, OFFICES 303, 304, 307, 400, 401, 402, 403, AND 407, TO BE UTILIZED BY THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, FOR ITS ACCION COMMUNITY SERVICE CENTER, WITH TOTAL FISCAL IMPACT TO THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT ESTIMATED TO BE $270,991.11, FOR THE TERM OF THE LEASE THROUGH SEPTEMBER 30, 2018; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates the foregoing recital and hereby approves the Lease Agreement between Miami-Dade County and the City of Miami, a Florida Municipal Corporation, for the premises located at 970 SW 1 Street, Miami, Florida, specifically offices 303, 304, 307, 400, 401, 402, 403, and 407, to be utilized by the Community Action and Human Services Department, for its Accion Community Service Center, with a total fiscal impact to the Community Action and Human Services Department estimated to be $270,991.11, for the term of the lease through September 30, 2018, in substantially the form attached hereto and made a part hereof; authorizing the County Mayor, or the County Mayor's designee, to execute same for and on behalf of Miami-Dade County; and

authorizing the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of July, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

LEASE AGREEMENT

ISSUED BY THE

CITY OF MIAMI

TO

MIAMI-DADE COUNTY

FOR THE OCCUPANCY OF OFFICES

303, 304, 307, 400, 401, 402, 403 & 407

WITHIN THE PROPERTY LOCATED AT

970 SOUTHWEST 1st STREET, MIAMI, FLORIDA

CONTENTS

ARTICLE I 7
DESCRIPTION AND TERM 7
1.1 Description of Property 7
1.2. Term of Use 7
1.3 Option(s) to Extend 7
ARTICLE II 8
PURPOSE 8
2.1 Purpose 8
2.2 Continuous Duty to Operate 8
ARTICLE III 8
CONSIDERATION 8
3.1 Rent 8
3.2 Additional Payments 9
3.3 Late Payments and Interest Fees 9
3.4 Returned Check Fee 9
3.5 Security Deposit 10
3.6 Security Deposit Increase 10
3.7 Rent Increase 10
ARTICLE IV 10
RECORDS AND AUDITING 10
4.1 Records 10
ARTICLE V 10
LICENSES, COMPLIANCE WITH LAWS 10
5.1 Licenses and Permits 11
5.2 Compliance with Laws 11
ARTICLE VI 11
HAZARDOUS MATERIALS 11
6.1 Hazardous Materials 11
ARTICLE VII 12
ALTERATIONS AND IMPROVEMENTS 12
7.1 Alterations 12

7.2 Liens 13
7.3 Personal Property 13
7.4 Changes and Additions to the Property 14
ARTICLE VIII 14
LANDLORD'S RIGHT OF ENTRY 14
8.1 Landlord's Right Of Entry 14
ARTICLE IX 15
UTILITIES 15
9.1 Utilities 15
9.2 Landlord Not Liable For Failure Of Utilities 16
ARTICLE X 16
NO REPRESENTATION BY THE LANDLORD 16
10.1 Condition of Property 16
ARTICLE XI 17
MAINTENANCE AND REPAIR OF PROPERTY 17
11.1 Tenant's Maintenance and Repair of the Property 17
ARTICLE XII 17
INDEMNIFICATION AND INSURANCE 17
12.1 Indemnification 17
12.2 Insurance 17
12.3 Damage Or Loss To The Property 18
ARTICLE XIII 18
DESTRUCTION OF PROPERTY 18
13.1 Destruction of Property 19
13.2 Option to Terminate Due to Casualty 19
13.3 No Liability 20
ARTICLE XIV 20
ASSIGNMENT 20
14.1 Assignment 20
ARTICLE XV 20
OWNERSHIP OF IMPROVEMENTS 20
15.1 Ownership of Improvements 20
ARTICLE XVI 20
SIGNAGE 20
16.1 Signs 20
ARTICLE XVII 21
SPECIAL ASSESSMENTS AND TAXES 21
17.1 Special Assessments And Taxes 21
ARTICLE XVIII 21

NOTICE 21
18.1 Notice 22

ARTICLE XIX 22
DEFAULT 22
19.1 Default 22
19.2 Landlord's Remedies in Event of Default 23
19.3 Repeated Defaults - Tenant 24
19.4 Events of Default - Landlord 24
19.5 Tenant's Remedies in Event of Default 25
19.6 Repeated Defaults - Landlord 25
19.7 Surrender of the Area 25

ARTICLE XX 26
HOLDING OVER 26
20.1 Holding Over 26

ARTICLE XXI 26
NON-DISCRIMINATION & EQUAL OPPORTUNITY 26
21.1 Nondiscrimination 26
21.2 Equal Employment Opportunities. 27

ARTICLE XXII 27
MISCELLANEOUS PROVISIONS 27
22.1 Ingress And Egress 27
22.2 Landlord Approval 28
22.3 Safety 28
22.4 Successors And Assigns 28
22.5 Termination Of Operations At Property 28
22.6 Amendments 28
22.7 Construction Of Lease 28
22.8 Waiver Of Jury Trial 29
22.9 Severability 29
22.10 Waiver 29
22.11 Captions 29
22.12 Radon 29
22.13 Cancellation by Request of Either of the Parties 30
22.14 Joint Preparation 30
22.15 Counterparts 30

22.16 Ownership of Improvements 30
22.17 Conflict of Interests 31
22.18 Public Records 31
22.19 Third Party Beneficiary 31
22.20 No Partnership 31
22.21 Authority 31
22.22 Binding Effect 32
22.23 Governing Law 32
22.24 Entire Lease 32

LEASE

This Lease Agreement ("Lease") is made this ____ day of _____, 2015 ("Effective Date") between the City of Miami, Florida, a municipal corporation of the State of Florida ("Landlord" or "City") and Miami-Dade County, a political subdivision of the State of Florida ("Tenant" or "County"), together the Parties ("Parties").

RECITALS

WHEREAS, the Landlord owns and operates a public facility known as the Manuel Artime Community Center located at 970 Southwest 1st Street, Miami, Florida under Folio #01-4138-003-1200 ("Property"); and

WHEREAS, Section 29-B of the Charter of the City of Miami, Florida as amended ("Charter"), provides for requirements and exemptions for sale or lease of City-owned property; and

WHEREAS, provisions of Section 29-B of the Charter provides that any requirements contained therein, and any other City purchasing requirements, shall not apply when conveying property to implement projects of any government agency or instrumentality; and

WHEREAS, the Tenant is a political subdivision of the State of Florida; and

WHEREAS, the Tenant has expressed its interest in utilizing office space at the Property for the operation of social service programs run by the Miami-Dade County Community Action and Human Services Department; and

WHEREAS, this Lease is subject to the audit and inspection rights set forth in Sections 18-100, 18-101 and 18-102 of the Code; and

WHEREAS, the Landlord and Tenant desire to enter into a Lease; and

WHEREAS, the City of Miami Commission has authorized this Lease in accordance with Resolution No. R-_____ adopted at its meeting held on _____; and

WHEREAS, the Miami-Dade County Commission has authorized this Lease in accordance with Resolution No. R-_____ adopted at its meeting held on _____; and

WHEREAS, the Parties jointly and voluntarily stipulate as to the accuracy of these recitals; and

NOW, THEREFORE, in order to carry out the intent as expressed herein and in consideration of the mutual agreements subsequently contained, the Landlord and Tenant agree as follows:

ARTICLE I
DESCRIPTION AND TERM

1.1 Description of Property

The Landlord is the owner of real property and improvements described as RIVERVIEW PB 5-43LOTS 1 & 2 & LOTS 5 THRU 7 & LOTS 14 THRU 20 located at 970 SW 1st Street, Miami, Florida a/k/a Folio #01-4138-003-1200 ("Property"). The Landlord has determined that office spaces 303, 304, 307, 400, 401, 402, 403 & 407, consisting of a total square footage of approximately 4,810.60 square feet located within the Property (collectively referred to herein as "Area"), depicted as Exhibit "A" attached hereto and made a part hereof, is not needed at this time by any of the Landlord's offices or departments. Landlord grants Tenant the exclusive use and occupancy of the Area during the term of this Lease.

Tenant shall have the nonexclusive right (in common with other occupants of the Property) to use the common areas of the Property for the purposes intended, subject to such rules and regulations as Landlord may establish from time to time.

1.2. Term of Use

The initial term ("Initial Term") of this Lease shall commence upon the Effective Date of this document, which shall be upon execution of this Lease by the Parties and shall end on September 30, 2018.

~~1.3 Option(s) to Extend.~~

~~Tenant may extend this Lease for two (2) additional five (5) year periods (hereinafter "Additional Term"), upon the same terms and conditions contained in this Lease provided the Tenant complies with the following conditions:~~

~~(a) The Tenant has delivered written notice of its request to extend the Lease to the City Manager three (3) months in advance of the expiration of the Initial Term, but not earlier than six (6) months prior to the expiration of the Initial Term. ("Option Request").~~

(b) No event of default, as defined in Article XIX of this Lease entitled "Default," exists at the time of the Option Request.

(c) Tenant receives the written approval of the City Manager or his/her authorized designee.

ARTICLE II
PURPOSE

2.1 Purpose

The purpose of this Lease is to assist the Tenant in accomplishing its purpose to provide delivery of comprehensive social services to the community ("Permitted Use") and in furtherance thereof authorizes the Tenant to occupy and use the Area under the conditions hereinafter set forth. The use of the Area is limited to Tenant's use of the Area by the Miami-Dade County Community Action and Human Services Department. Any use of the Area not authorized under the Permitted Use must receive the prior written consent of the City Manager. This consent may be withheld for any or no reason, including, but not limited to additional financial consideration.

This Lease and all rights of the Tenant hereunder shall, at the option of the Landlord, cease and terminate, in accordance with the provisions and requirements of the Lease in the event the Tenant ceases to use and operate the Area for the purposes provided herein.

2.2 Continuous Duty to Operate

Except where the Property and/or the Area is rendered unusable by reason of fire, act of God, material building repair or maintenance requirements or other similar events or casualty, the Tenant shall at all times during the Term hereof occupy the Area.

ARTICLE III
CONSIDERATION

3.1 Rent

In consideration for this Lease, commencing thirty (30) days from the Effective Date of the Lease ("Rent Commencement"), Tenant agrees to pay to the Landlord for the use of office spaces 303, 304, 307, 400, 401, 402, 403 & 407, with approximately 4,810.60 square feet, the rate of $15.00 per square foot, a monthly rent in the amount of Six Thousand Thirteen and

25/100 Dollars ($6,013.25), plus State Use Tax, if applicable, which shall be paid in advance and in full on the first day of each month, without notice or demand ("Rent"). For the purposes of this Lease, the term "Lease Year" shall mean the period of time commencing October 1 and ending September 30 and each anniversary thereafter. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. Furthermore, if the Rent Commencement date should not fall on the first day of the month then the Rent for the first month of the Initial Term shall be prorated.

Payments shall be made payable to "City of Miami" and shall be mailed to the following address, or such other address as may be designated from time to time:

City of Miami
Asset Management Division
ATTN: Lease Manager
444 S.W. 2nd Avenue, 3rd Floor,
Miami, Florida 33130

3.2 Additional Payments

Intentionally Deleted.

3.3 Late Payments and Interest Fees

Intentionally Deleted.

3.4 Returned Check Fee

In the event any check is returned to the Landlord as uncollectible, the Tenant shall pay to Landlord a returned check fee ("Returned Check Fee") based on the following schedule:

Returned Amount	Returned Check Fee
$00.01 - 50.00	$20.00
$50.01 - 300.00	$30.00
$300.01 - 800.00	$40.00
OVER $800	5% of the returned amount.

Such returned check fee shall constitute additional fees due and payable to the Landlord by Tenant upon the date of payment of the delinquent payment referenced above. Acceptance of such returned check fee by Landlord shall, in no event, constitute a waiver of Tenant's violations with respect to such overdue amount nor prevent Landlord from the pursuit of any remedy to which Landlord may otherwise be entitled.

3.5 Security Deposit

Intentionally Deleted.

3.6 Security Deposit Increase

Intentionally Deleted.

3.7 Rent Increase

The Rent rate shall be adjusted on October 1 of every Lease Year. Tenant agrees to pay Landlord an increase in the Rent which shall be calculated as the three percent (3%) of the previous Lease Year's Rent.

ARTICLE IV
RECORDS AND AUDITING

4.1 Records

During the Term of this Lease, the Tenant shall maintain and keep, or cause to be maintained and kept at the Property, a full, complete and accurate record and account of all lease payments for the Area.

All applicable records and accounts shall be available for inspection and or audit by the Landlord and its duly authorized agents or representatives during the hours of 9:00 AM to 6:00 PM, Monday through Friday. The Tenant shall keep and preserve, or cause to be kept and preserved, said records for not less than sixty (60) months after the expiration of this Lease. The Tenant will cooperate with the Landlord's internal auditors (or such other auditors designated by the Landlord) in order to facilitate the Landlord's examination of records and accounts. The Tenant agrees that all documents, records' and reports maintained and generated pursuant to this Lease shall be subject to the provisions of the Public Records Law, Chapter 119, Florida Statutes.

ARTICLE V
LICENSES, COMPLIANCE WITH LAWS

5.1 Licenses and Permits

The Tenant shall, at the Tenant's sole cost and expense, obtain any and all licenses and permits necessary and in connection with the Tenant's use and occupancy of the Area.

5.2 Compliance with Laws

Each party to this agreement shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments, now or hereinafter enacted.

ARTICLE VI
HAZARDOUS MATERIALS

6.1 Hazardous Materials

The Tenant shall, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders regarding hazardous materials under the control of Tenant or its agents ("Hazardous Materials Laws"), including, without limitation, any Hazardous Materials Laws relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances", under any such laws, ordinances or regulations (collectively "Hazardous Materials"). The Tenant shall, at its sole cost and expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Property required for the Tenant's use of any Hazardous Materials in or about the Property in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. The Landlord recognizes and agrees that the Tenant may use such materials in quantities appropriate for its use of the Property, for the purposes stated herein and that such use by the Tenant shall not be deemed a violation of this section so long as the levels of use of such materials are not in violation of any Hazardous Materials Laws. Upon termination or expiration of this Lease, the Tenant shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Property by the Tenant or at the Tenant's direction, to be removed from the Property and transported for use, storage or disposal

in accordance and compliance with all applicable Hazardous Materials Laws. The Landlord acknowledges that it is not the intent of this Article VII to prohibit the Tenant from operating the Property for the uses described in Section 2.1 of this Lease entitled "Purpose". The Tenant may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental requirements. The requirements of this section shall survive the expiration or termination of this Lease.

The Landlord represents that:

(i) To the best of its knowledge there are no environmental violations, whether under federal, state, or local laws, existing on the Property;

(ii) To the best of its knowledge there are no Hazardous Materials presently existing on the Property.

ARTICLE VII
ALTERATIONS AND IMPROVEMENTS

7.1 Alterations

The Tenant shall have access to the Property and/or the Area ("Possession Date") on the Effective Date of the Lease to make any necessary alterations and improvements. Except in the event of an emergency, Tenant shall not make any repair or alteration required or permitted to be performed by Tenant without first receiving the written approval of the Director of Public Facilities ("Director"), which approval may be conditioned or withheld for any or no reason whatsoever, including a condition to pay additional fees if such alteration will affect the cost of services being provided by the Landlord. If Landlord approves such request, no repair or alteration shall be commenced until plans and specifications thereof shall have been submitted to and approved by the City Manager. Tenant acknowledges that any approval given by the City Manager pursuant to this Section shall not constitute an opinion, approval, or agreement by the Landlord that the plans and specifications are structurally sufficient or in compliance with any laws, codes or other applicable regulations.

In the event of an emergency, Tenant may reasonably proceed to perform such repair work and shall immediately notify the Landlord of such work.

7.2 Liens

Tenant, at its expense and with due diligence and dispatch, shall secure the cancellation or discharge of or bond off same in the manner permitted by law, all notices of violations arising from or otherwise in connection with Tenant's improvements or operations in the Area which shall be issued by any public authority having or asserting jurisdiction. Tenant shall promptly pay its contractors and materials men for all work and labor done at Tenant's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, Tenant shall bond against or discharge the same within fifteen (15) calendar days of Tenant's receipt of notice of the filing of said encumbrance. In the event Tenant fails to remove or bond against said lien by paying the full amount claimed, Tenant shall pay the Landlord upon demand any amount paid out by Landlord, including Landlord's costs, expenses and reasonable attorneys' fees. Subject to the limitations of Florida Statue Section 768-28, Tenant further agrees to hold Landlord harmless from and to indemnify the Landlord against any and all claims, demands and expenses, including reasonable attorney's fees, by reason of any claims of any contractor, subcontractor, material man, laborer or any other third person with whom Tenant has contracted or otherwise is found liable to, in respect to the Area. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of Landlord to subject the Landlord's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, material man or supplier thereof against any part of the Area or any of the improvements thereon 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, material man and supplier agree to be bound by such provision.

7.3 Personal Property

The Tenant shall have the right to remove any personal property that it places in or on the Property. The Tenant may provide additional equipment and personal property necessary for its operation at the Property. All equipment and personal property provided or used by the Tenant at the Property shall be of good quality and suitable for its purpose. Any such equipment and/or personal property valued over five hundred dollars ($500.00) will be tagged and inventoried. Any equipment of Tenant shall be donated to the Landlord immediately upon purchase and must contain a decal and/or property control number and added to the list of inventory. The Tenant's

failure to repair any damage caused to the Property within sixty (60) days after receipt of written notice from the Landlord directing the required repairs, shall constitute an Event of Default. The Landlord may, however, elect to cause the Property to be repaired at the sole cost and expense of the Tenant. The Tenant shall pay the Landlord the full cost of such repairs within fifteen (15) days after receipt of an invoice indicating the cost of such required repairs. The requirements of this section shall survive the expiration or termination of this Lease.

7.4 Changes and Additions to the Property

The Landlord reserves the right at any time to reasonably: (i) make or permit changes or revisions on the Property, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, or driveways, and (ii) construct improvements on the Property and to make alterations thereof or additions thereto, subject to the condition that the Landlord will endeavor to minimize any interruption to the Tenant's use and operation of the Property and Area under the Lease and Landlord shall provide 60 days advance notice of any alterations or modifications that will substantially impact the Tenant's use of the Property.

ARTICLE VIII
LANDLORD'S RIGHT OF ENTRY

8.1 Landlord's Right Of Entry

The Landlord reserves the right to enter upon the Property at all reasonable times, for any purpose the Landlord deems necessary to, incident to, or connected with the performance of the Landlord's duties and obligations hereunder or in the exercise of its proprietary and municipal functions.

Landlord and its authorized representative(s) shall have at all times access to the Area. Landlord will maintain a complete set of keys to the Area. Tenant, at its sole cost and expense, may duplicate or change key locks but not until first receiving written approval from the Director for such work. In the event Tenant changes key locks as approved by the Director, Tenant, at its sole cost and expense, must also provide a copy of said keys to the Landlord.

The Landlord shall have access to and entry into the Area at any time to (a) inspect the Area, (b) to perform any obligations of Tenant hereunder which Tenant has failed to perform after written notice thereof to Tenant, Tenant not having cured such matter within ten (10) days

of such notice, (c) to assure Tenant's compliance with the terms and provisions of this Lease and all applicable laws, ordinances, rules and regulations and (d) for other purposes as may be deemed necessary by the City Manager in the furtherance of the Landlord's corporate purpose; provided, however, that Landlord shall make a diligent effort to provide at least 24-hours advance notice and Tenant shall have the right to have one or more of its representatives or employees present during the time of any such entry. The Landlord, its officers, directors, employees, representatives and agents, shall not be liable for any loss, cost or damage to the Tenant by reason of the exercise by the Landlord of the right of entry described herein for the purposes listed above. The making of periodic inspection or the failure to do so shall not operate to impose upon Landlord any liability of any kind whatsoever nor relieve the Tenant of any responsibility, obligations or liability assumed under this Lease.

ARTICLE IX
UTILITIES

9.1 Utilities

Landlord shall, at its sole cost and expense, furnish and maintain air conditioning, electric current and dumpster for regular office debris. Tenant must abide by the rules, regulations, schedules, and practices of the Landlord in the administration of these services.

The Landlord reserves the right to interrupt, curtail or suspend the provision of any utility service, including but not limited to, heating, ventilating and air conditioning systems and equipment serving the Area, to which Tenant may be entitled hereunder, when necessary by reason of accident or emergency, or for repairs, alterations or improvements in the judgment of Landlord 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 Landlord. The work of such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Tenant or for any limitation of supply resulting from governmental orders or directives. Tenant shall not claim any damages by reason of the Landlord's or other individual's interruption, curtailment or suspension of a utility service, nor shall the Lease or any of Tenant's obligations hereunder be affected or reduced thereby.

Tenant, at its sole cost, shall provide cleaning services for the Area. Tenant shall pay for all telephone services or other utility service Tenant may require including the installation of any

necessary lines and equipment. Tenant, at its sole cost and expense, shall hire a pest control company, as needed, to insure that the Area will at all times be in a clean and sanitary condition and free from vermin.

Tenant agrees to provide any and all security it deems necessary to protect its operations and equipment. Tenant shall insure that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operations within the Area each day.

9.2 Landlord Not Liable For Failure Of Utilities

The Landlord shall not be liable for any loss of performance income to Tenant due to any failure of water supply, sewer, gas or electric current.

ARTICLE X
NO REPRESENTATION BY THE LANDLORD

10.1 Condition of Property

A. Tenant accepts the Area in "As Is", in its present condition and state of repair condition and without any representation by or on behalf of Landlord, and agrees that Landlord shall, under no circumstances, be liable for any latent, patent or other defects in the Area. Tenant, at its sole cost, shall maintain the Area in good order and repair at all times and in an attractive, clean, safe and sanitary condition an shall suffer no waste or injury thereto.

B. The Tenant shall be responsible for all repairs to the Area required or caused by Tenant's use of part thereof, without limiting the generality of the foregoing, Tenant is specifically required to replace all light bulbs and ballasts as needed, and make repairs (a) to the portion of any pipes, lines, ducts, wires or conduits contained within or serving the Area; (b) to windows, plate glass, doors and any fixtures or appurtenances composed of glass; (c) to Tenant's sign, if applicable; (d) to the Area or the Property when repairs to same are necessitated by any act or omission of Tenant or the failure of Tenant to perform its obligations under this Lease.

C. The Landlord agrees to make all changes necessary to the Area at the Landlord's sole cost and expense in order to comply with all City, County and State building code requirements for Tenant's occupancy thereof.

D. If Tenant installs any electrical equipment that overloads the lines in the Area or the Property, Landlord may require Tenant to make whatever changes to the lines as may be

necessary to render same in good order and repair, and in compliance with all applicable legal requirements.

E. If, in an emergency, it shall become necessary to make promptly any repairs or replacements required to be made by Tenant, Landlord may reenter the Area and proceed forthwith to have the repairs or replacements made and pay the cost thereof. Within thirty (30) days after Landlord renders a bill, therefore, Tenant shall reimburse the Landlord for the cost of making the repairs.

ARTICLE XI
MAINTENANCE AND REPAIR OF AREA

11.1 Tenant's Maintenance and Repair of the Area

The Tenant shall, at its sole cost and expense, at all times during the Term hereof, provide routine maintenance to the Area. The Tenant shall not commit, or suffer to be committed, any waste in or upon the Property or do anything in or on the Property, which, detracts from the appearance of the Property.

ARTICLE XII
INDEMNIFICATION AND INSURANCE

12.1 Indemnification

To the extent authorized pursuant to §768.28, Fla. Stat., the Tenant shall indemnify, hold harmless and defend the Landlord from and against any and all claims, suits, actions, damages or causes of action of whatever nature, for any personal injury, loss of life or damage to property sustained in or on the Area, by reason of or as a result of Licensee's use or operations thereon, and from and against any orders, judgments or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claims and the investigation thereof.

12.2 Insurance

Tenant represents that it is self-insured in accordance and subject to the limitations as set forth in Section 768.28 of the Florida Statutes, and shall provide evidence of acceptable self-insurance under the laws of the State of Florida to the Landlord's Department of Risk Management. Tenant represents that its self-insurance program covers actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful acts or omission of its officers and employees. Tenant further represents that it shall self-insure against any and all damage or destruction to one or more of the subject Properties and any buildings thereon, by any casualty, including but not limited to fire, windstorm and hurricanes.

Said notice should be delivered to the City of Miami, Department of Risk Management, 444 SW 2nd Avenue, 9th Floor, Miami, FL 33130 with copy to City of Miami, Department of Public Facilities, 444 SW 2nd Avenue, 3rd Floor, Miami, FL 33130.

Failure to require third parties to procure the insurance required by this section shall constitute a default of this Lease as provided in Article XIX of this Lease entitled "Default." The Tenant's failure to require third parties to procure insurance shall in no way release the Tenant from its obligations and responsibilities as provided herein.

12.3 Damage Or Loss To The Property

Neither party shall be liable for injury or damage which may be sustained by the Property or sustained by goods, wares, merchandise or other property of the Tenant, or the Tenant's employees, agents, contractors, invitees, and guests or of any other person in or about the Property caused by or resulting from any peril whatsoever which may affect the Property, including, without limitation, fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property unless caused by the negligence of the Landlord or the Tenant, their officers, employees, agents or representatives.

ARTICLE XIII
DESTRUCTION OF PROPERTY

13.1 Destruction of Property

If the Property shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Property shall not be rendered wholly or partially unusable, the Landlord shall promptly cause such damage to be repaired, subject to collection of sufficient insurance proceeds.

If, as a result of Casualty, the Property shall be rendered partially unusable, then, the Landlord shall cause such damage to be repaired. In such event, such repairs shall be made at the expense of the Landlord, subject to the Tenant's responsibilities set forth herein. The Landlord shall not be liable for interruption to the Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by the Tenant under the provisions of this Lease) or for damage to or replacement or repair of any improvements installed by Tenant at the Property. The Landlord shall not be obligated to spend more for the cost of repair than net insurance proceeds recovered with respect to such loss. In this regard, to the extent funds are not available to fully restore the Property to its pre-Casualty condition, the Landlord's repair of the Property may not result in the Property being restored to its condition prior to any such Casualty. In the event the cost to repair the Property is less than the net insurance proceeds received by the Landlord, all excess insurance proceeds shall inure to' the benefit of the Landlord.

13.2 Option to Terminate Due to Casualty

If the Property is (a) rendered wholly unusable, or (b) damaged as a result of any cause which is not covered by the insurance, or (c) insurance proceeds are insufficient to restore the Property to a condition reasonably necessary to carry out the purposes described in this Lease, or (d) damaged or destroyed in whole or in part during the Term or (e) if the Property is damaged to the extent that it cannot be used for Tenant's intended purpose for a period of ninety (90) or more consecutive days, then, either the Landlord or the Tenant may elect to terminate this Lease by giving to the other party notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date specified in such notice. Upon termination of this Lease pursuant to this section, the Tenant and the Landlord shall be released from any further obligations hereunder.

13.3 No Liability

In no event shall the Landlord be liable or responsible for damage to the personal property, improvements, fixtures and/or equipment belonging to or rented by Tenant, its officers, agents, employees, invitees or patrons, including without limitation, damages resulting from fire, steam, electricity, gas, water, rain, vandalism or theft which may leak or flow from or into any part of the Area, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Area, or from hurricane or any act of God or any act of negligence of Tenant, its officers, employees, agents, invitees, or patrons or any person whomsoever whether such damage or injury results from conditions arising at or about the Area or upon other portions of the Property or from other sources.

ARTICLE XIV
ASSIGNMENT

14.1 Assignment

Tenant shall not, at any time during the term of this Lease, assign, mortgage, pledge or otherwise encumber this Lease or any interest hereunder.

ARTICLE XV
OWNERSHIP OF IMPROVEMENTS

15.1 Ownership of Improvements

As of the Effective Date and throughout the Term, title to all buildings and improvements thereon shall be vested in Landlord. Furthermore, title to all alterations made in or to the Property and/or the Area, whether or not by or at the expense of Tenant, shall, unless otherwise provided by written agreement, immediately upon their completion become the property of the Landlord and shall remain and be surrendered with the Area.

ARTICLE XVI
SIGNAGE

16.1 Signs

The Tenant shall be permitted to place signs or posters, exclusively as related to the Tenant's operations on the areas designated on the exterior and interior of the Property. The

Tenant shall not permit any signs, advertising materials or other objects to be placed or hung on any portion of the Property or allow any change or modification to the exterior or interior of the Property, except as provided for in the City of Miami Code. The Tenant must also obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance. Upon the expiration or earlier termination of this Lease, for any reason, the Tenant shall, at its sole cost and expense, remove and dispose of all signs, advertising materials or other objects of Tenant located on the areas designated on the exterior and interior of the Property.

ARTICLE XVII
SPECIAL ASSESSMENTS AND TAXES

17.1 Special Assessments And Taxes

In the event the Property is subject to taxation, charges or assessments and the Tenant does not pay same, within thirty (30) days the Landlord shall have the right to terminate this Lease upon providing fifteen (15) days written notice to the Tenant and the Tenant shall be liable for the taxes.

Tenant shall pay before any fine, penalty, interest or costs is added for nonpayment, any and all charges, fees, taxes, imposition, levy or assessments levied against the Area and/or against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Area by Tenant, including, but not limited to, ad valorem taxes, fire fees and parking surcharges. In the event Tenant appeals a tax or fee, Tenant shall immediately notify Landlord of its intention to appeal said tax or fee and shall furnish and keep in effect a surety bond of a responsible and substantial surety company reasonably acceptable to Landlord or other security reasonably satisfactory to Landlord in an amount sufficient to pay one hundred percent of the contested tax or fee with all interest on it and costs and expenses, including reasonable attorneys' fees, to be incurred in connection with it.

ARTICLE XVIII
NOTICE

18.1 Notice

All notices or other communications which may be given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to Landlord and Tenant at the addresses indicated herein or as the same may be changed from time to time, or for purposes of canceling this Lease, the Landlord may serve notice by posting it at the Area. Such notice shall be deemed given on the day it is posted at the Area; on which personally served; or if by certified mail, on the fifth day after being mailed or the date of actual receipt, whichever is earlier. The notices addresses of the Parties are:

CITY OF MIAMI

City of Miami
City Manager
3500 Pan American Drive
Miami, FL 33133

COPY TO:

City of Miami
Attn: Director
Department of Public Facilities
444 SW 2nd Avenue, 3rd Floor
Miami, FL 33130

City of Miami
City Attorney
444 SW 2nd Avenue, Suite 945
Miami, FL 33130

TENANT

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N. W. 1st Street, Suite 2460
Miami, Florida 33128

COPY TO:

Miami-Dade County Community Action
and Human Services Department
701 N.W. 1st Court
Suite 10-109
Miami, Florida 33130
Attn: Alfred Consuegra

ARTICLE XIX
DEFAULT

19.1 Default

Each of the following events is defined as an Event of Default:

(a) The failure of the Tenant to perform any of the covenants, conditions and agreements of this Lease on the part of the Tenant to be performed and the

continuance of the failure for a period of fifteen (15) days after written notice (which notice shall specify the nature of the default) from the Landlord to the Tenant, unless with respect to any default which cannot be cured within fifteen (15) days, the Tenant, in good faith, promptly after receipt of written notice, shall have commenced and continued diligently to reasonably prosecute all action necessary to cure the default and shall have so notified the Landlord in writing;

(b) Failure of the Tenant to continuously operate as described in Section 2.2 of this Lease.

19.2 Landlord's Remedies in Event of Default

The Landlord may treat anyone or more of the Event(s) of Default as a breach of this Lease, and thereupon at its option, the Landlord shall have, in addition to every other right or remedy existing at law or in equity, the right to do anyone or more of the following:

(a) Elect to cancel and terminate this Lease and dispossess the Tenant by giving a ten (10) day notice of such election to the Tenant; and reenter the Property and/or Area. In the event of such termination, the Landlord shall have the right to seek any damages sustained by it by reason of the Tenant's actions or inactions and the resulting termination of this Lease. Upon termination of this Lease, the Tenant shall immediately cease all operations at the Property and surrender the Property in accordance with the provisions contained herein.

(b) Perform on behalf of and at the expense of the Tenant, any obligation of the Tenant under this Lease which the Tenant has failed to perform, the cost of which performance by the Landlord, together with interest thereon at the rate of ten percent (10%) from the date of such expenditure, shall be deemed additional payments and shall be payable by the Tenant to the Landlord upon demand.

(c) Exercise any other legal or equitable right or remedy, which it may have under this Lease, at law or in equity. Notwithstanding the provisions of clause (b) above and regardless of whether an Event of Default shall have occurred, the Landlord may exercise the remedy described in clause (b) without any notice to the Tenant if the Landlord, in the exercise of its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation of the Tenant constitutes an emergency.

All of the remedies of the Landlord shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default and shall not be deemed or construed to constitute a waiver of such default, or an election of remedies.

19.3 Repeated Defaults - Tenant

If more than twice during any twelve (12) month period the Tenant fails to satisfy or comply with the same or substantially the same material requirements or provisions of this Lease (except where such repeated default arises from acts of God or results from causes or conditions not attributable, directly or indirectly, to the Tenant, its guests, employees, agents or others within the Tenant's control), then at the Landlord's election, the Tenant shall not have any right to cure such repeated default. In the event of the Landlord's election not to allow the cure of a repeated failure to satisfy or comply, the Landlord shall have all of the rights and remedies provided in this Lease relative to an Event of Default immediately upon the occurrence of such repeated failure to satisfy or comply.

19.4 Events of Default - Landlord

Each of the following events is defined as an Event of Default:

(a) The failure of the Landlord to perform any of the material covenants, conditions and terms of this Lease on the part of the Landlord to be performed and the continuance of the failure for a period of fifteen (15) days after written notice (which notice shall specify the nature of the default) from the Tenant to the Landlord, unless with respect to any default which cannot be cured within fifteen (15) days, the Landlord, in good faith, promptly after receipt of written notice, shall have commenced and continued diligently to reasonably prosecute all action necessary to cure the default and shall have so notified the Tenant in writing;

(b) The filing of a bankruptcy petition pursuant to Chapter 9, Title 11 of the United States Bankruptcy Code Chapter (11 USC CHAPTER 9 - ADJUSTMENT OF DEBTS OF A MUNICIP ALITY).

19.5 Tenant's Remedies in Event of Default

The Tenant may treat anyone or more of the Event(s) of Default as a breach of this Lease, and thereupon at its option, the Tenant shall have, in addition to every other right or remedy existing at law or in equity, the right to do anyone or more of the following:

(a) Elect to cancel and terminate this Lease by giving a ten (10) day notice of such election to the Landlord. In the event of such termination, the Tenant shall have the right to seek any damages sustained by it by reason of the Landlord's actions or inactions and the resulting termination of this Lease. Upon termination of this Lease, the Tenant shall immediately cease all operations at the Property and surrender the Property in accordance with the provisions contained herein.

(b) Exercise any other legal or equitable right or remedy, which it may have under this Lease, at law or in equity.

All of the remedies of the Tenant shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default and shall not be deemed or construed to constitute a waiver of such default, or an election of remedies.

19.6 Repeated Defaults - Landlord

If more than twice during any twelve (12) month period the Landlord fails to satisfy or comply with the same or substantially the same material requirements or provisions of this Lease (except where such repeated default arises from acts of God or results from causes or conditions not attributable, directly or indirectly, to the Landlord, its guests, employees, agents or others within the Landlord's control), then at the Tenant's election, the Landlord shall not have any right to cure such repeated default. In the event of the Tenant's election not to allow the cure of a repeated failure to satisfy or comply, the Tenant shall have all of the rights and remedies provided in this Lease relative to an Event of Default immediately upon the occurrence of such repeated failure to satisfy or comply.

19.7 Surrender of the Area

In the Event of Default or expiration of this Lease, Tenant shall peacefully surrender the Area by the time specified broom clean and in good condition and repair together with all alterations, fixtures, installation, additions and improvements which may have been made in or

attached on or to the Area. Upon surrender, Tenant shall promptly remove all its personal property, trade fixtures and equipment and Tenant shall repair any damage to the Area caused thereby. Should Tenant fail to repair any damage caused to the Area within ten (10) days after receipt of written notice from Landlord directing the required repairs, Landlord shall cause the Area to be repaired at the sole cost and expense of Tenant. Tenant shall pay Landlord the full cost of such repairs within ten (10) days of receipt of an invoice indicating the cost of such required repairs. Landlord may require Tenant to restore the Area so that the Area shall be as it was on the Effective Date.

In the event Tenant fails to remove its personal property, equipment and fixtures from the Area within the time limit set by the notice, said property shall be deemed abandoned and thereupon shall become the sole personal property of the Landlord. The Landlord, at its sole discretion and without liability, may remove and/or dispose of same as Landlord sees fit, all at Tenant's sole cost and expense.

ARTICLE XX
HOLDING OVER

20.1 Holding Over

In the event Tenant remains in possession of the Area after the expiration of the Lease Term, Tenant, at the option of Landlord, shall be deemed to be occupying the Area as a Tenant at sufferance at a monthly rental equal to two (2) times the Rent. In addition, Tenant agrees to pay any and all Additional Rent otherwise payable by Lessee hereunder attributable to the period of such holdover. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease. Tenant's obligation to pay any rents or sums provided in this Lease shall survive the expiration or earlier termination of this Lease.

ARTICLE XXI
NON-DISCRIMINATION & EQUAL OPPORTUNITY

21.1 Nondiscrimination

In the performance of this Lease or any extension thereof, Tenant and/or its authorized agents shall not discriminate in connection with its occupancy and use of the Area and improvements thereon, or against any employee or applicant for employment because of sex,

age, race, color, religion, ancestry or national origin. Tenant and/or its authorized agents will take affirmative action to insure that minority applicants are employed and that employees are fairly treated during employment without regard to their sex, age, race, color, religion, ancestry, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

21.2 Equal Employment Opportunities.

The Tenant agrees that during the Lease Term; (a) it will not discriminate against any employee or applicant for employment because of race, creed, color, place of birth, religion, national origin, sex, age, marital status, veteran and disability status and will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to race, creed, color, place of birth, religion, national origin, sex, age, marital status, veteran and disability status; (b) post in conspicuous places, available to employees and applicants for employment, notices, the form of which is to be provided by the Landlord, setting forth provisions for this nondiscrimination clause; (c) in all solicitations or advertisements for employees placed by or on behalf of the Tenant shall state that all qualified applicants will receive consideration for employment without regard to race, creed color or national origin; and (d) if applicable, to send to each labor union or representative of workers with which the construction contractor has a collective bargaining agreement or other contract or understanding a notice, the form of which is to be provided by the Landlord, advising the union or representative of the Tenant's commitment and posting copies of the notice in a conspicuous places available to employees and applicants for employment.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

22.1 Ingress And Egress

The Tenant shall have the right of complete ingress/egress to the Property.

22.2 Landlord Approval

Whenever prior approvals must be given hereunder by the City Manager, or his/her authorized designee, shall approve or disapprove any such item in its reasonable discretion unless a different standard is expressly provided in this Lease with respect to such item.

22.3 Safety

Tenant will allow Landlord inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections the Landlord, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations and ordinances. Tenant shall have no recourse against the Landlord, its agents or representatives from the occurrence, non-occurrence or result of such inspection(s). Upon occupancy of the Area, Tenant shall contact the Landlord's Risk Management Department to schedule the inspection(s).

22.4 Successors And Assigns

This Lease shall be binding upon the Parties hereto, their heirs, executors, legal representatives, successors and assigns.

22.5 Termination Of Operations At Property

Upon the expiration or earlier termination of this Lease by lapse of time or otherwise, the Tenant shall promptly and peacefully terminate its operations at the Property with the Landlord in accordance with the covenants herein contained.

22.6 Amendments

No amendments or modifications to this Lease shall be binding on either party unless in writing, approved as to form and correctness by the City Attorney, and signed by both parties. The City Manager is authorized to amend or modify this Lease as needed.

22.7 Construction Of Lease

This Lease shall be construed and enforced according to the laws of the State of Florida and venue for any litigation shall be in Miami-Dade County, Florida.

22.8 Waiver Of Jury Trial

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Lease, or arising out of, under, or in connection with this Lease or any amendment or modification of this Lease, or any other agreement executed by and between the parties in connection with this Lease, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the Landlord and Tenant entering into the subject transaction.

22.9 Severability

Should any provisions, paragraphs, sentences, words or phrases contained in this Lease be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful under the laws of the State of Florida or the City, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the Landlord, and in such event, the remaining terms and conditions of this Lease shall remain unmodified and in full force and effect.

22.10 Waiver

No failure on the part of the Landlord to enforce or insist upon performance of any of the terms of this Lease, nor any waiver of any right hereunder by the Landlord, unless in writing, shall be construed as a waiver of any other term or as a waiver of any future right to enforce or insist upon the performance of the same term.

22.11 Captions

The captions contained in this Lease are inserted only as a matter of convenience and for reference and do not define, limit or prescribe the scope of this Lease or the intent of any provisions thereof.

22.12 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from your county public health unit. Tenant may, have an appropriately licensed person test the Area for radon. If the radon level exceeds acceptable EPA standards, the Landlord may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Lease.

22.13 Cancellation by Request of Either of the Parties

Either party, be it the Tenant through its County Mayor or his/her authorized designee, or the Landlord through its City Manager or his/her authorized designee, shall have the right to cancel this Lease at any time, without cause or reason, by giving one hundred eighty (180) days written notice to the non-canceling party prior to the effective date of the cancellation. Upon the effective date of such cancellation, the Parties shall be relieved from any further obligations under this Lease except for those specifically stated to survive the expiration or termination of this Lease.

22.14 Joint Preparation

This Lease is the result of negotiations between the Parties and has been typed/printed by one party for the convenience of both Parties. Should the provisions of this Lease require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both Parties have equally participated in the preparation of this Lease.

22.15 Counterparts

This Lease may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

22.16 Ownership of Improvements

As of the Effective Date and throughout the Use Period, title to all buildings and improvements thereon shall be vested in Landlord. Furthermore, title to all alterations made in or to the Area, whether or not by or at the expense of Tenant, shall, unless otherwise provided by

written agreement, immediately upon their completion become the property of the Landlord and shall remain and be surrendered with the Area.

22.17. Conflict of Interests

Tenant is aware of the conflict of interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto. Tenant covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Lease, has any personal financial interests, direct or indirect, with the Landlord. Tenant further covenants that, in the performance of this Lease, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of Tenant, its employees or associated persons, or entities must be disclosed in writing to the Landlord.

22.18 Public Records

Tenant understands that the public shall have access, at all reasonable times, to Landlord contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Landlord and the public to all documents subject to disclosure under applicable law.

22.19 Third Party Beneficiary

This Lease is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any rights hereunder.

22.20 No Partnership

Nothing contained herein shall make, or be construed to make any party a principal, agent, partner or joint venturer of the other.

22.21 Authority

Each of the parties hereto acknowledges it is duly authorized to enter into this Lease and that the signatories below are duly authorized to execute this Lease in their respective behalf.

22.22 Binding Effect

This Lease shall not become effective until it has been approved by the City of Miami City Commission and by the Miami-Dade County Board of County Commissioners and further providing that if the Miami-Dade County Board of County Commissioner fails to approve the Lease within ninety (90) days of the Lease being transmitted by the City, the City at its option may terminate this Lease by providing written notice to that effect pursuant to the notice requirements in Section 18.1.

22.23 Governing Law

This Lease Agreement, including any exhibits, or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. The parties will resolve any disputes between them pursuant to the provisions of the Florida Government Disputes Resolution Act, § 164.101-164.1061, F.S., as amended.

22.24 Entire Lease

This instrument and its attachments constitute the sole and only agreement of the parties hereto and correctly set forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Lease are of no force or effect.

This Lease is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Lease shall not be construed in favor of or against either of the parties.

THIS SECTION LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Lease of the day and year first above written.

ATTEST:

Todd B. Hannon
City Clerk

CITY OF MIAMI, a municipal corporation of the State of Florida

Daniel J. Alfonso
City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann-Marie Sharpe, Director
Department of Risk Management

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Victoria Méndez RSR
City Attorney 4/8/15

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

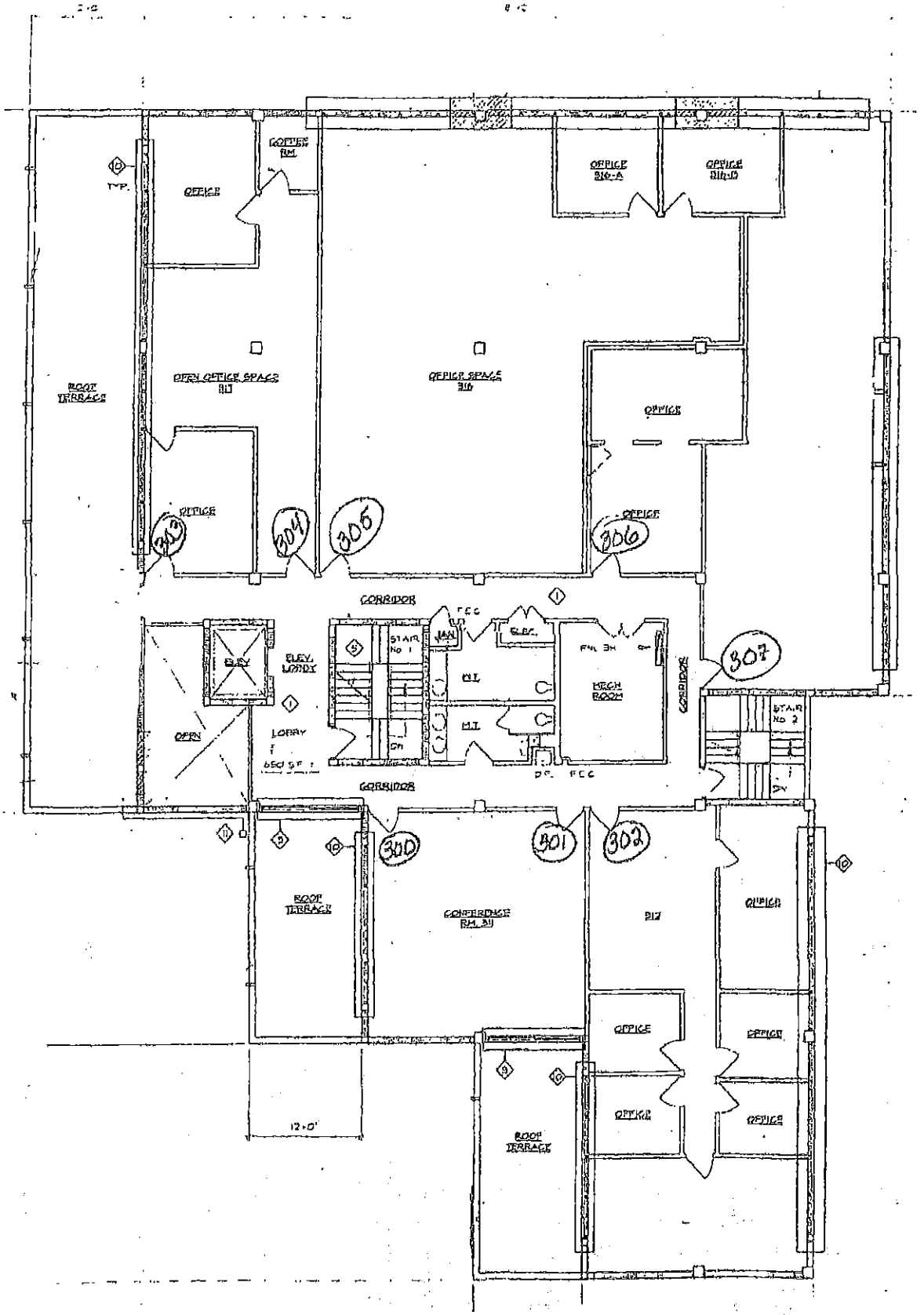
By: _____
Carlos A. Gimenez
Mayor

(Tenant)

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

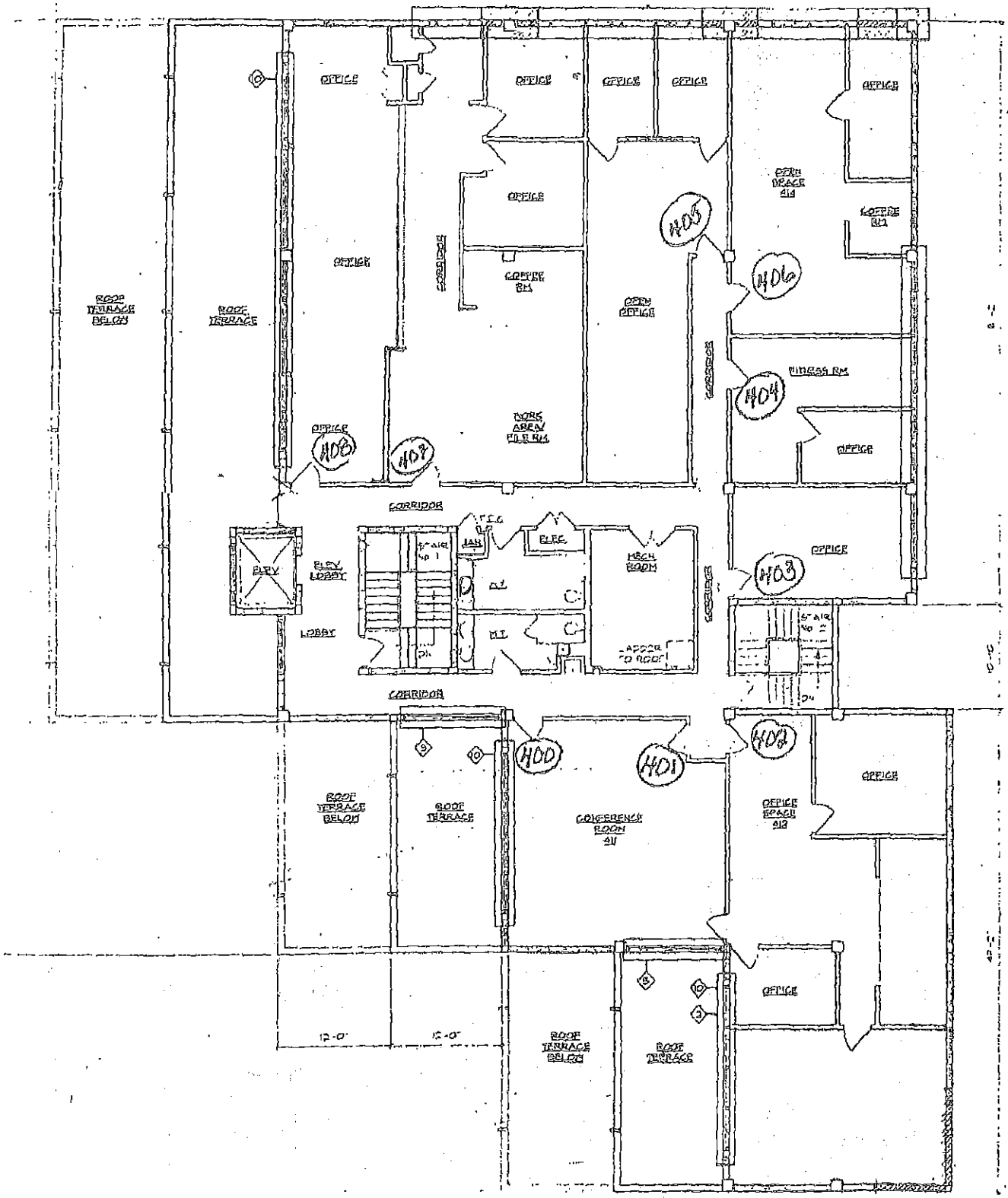
EXHIBIT "A"

(TO BE INSERTED PRIOR TO EXECUTION)



COFFEE RM
OFFICE
OFFICE 316-A
OFFICE 316-B
ROOF TERRACE
OPEN OFFICE SPACE 317
OFFICE SPACE 316
OFFICE
OFFICE
OFFICE
303
304
305
306
CORRIDOR
ELEV
ELEV. LOBBY
STAIR No 1
JAN
ELEC.
M.T.
M.T.
MECH ROOM
CORRIDOR
307
STAIR No 2
OPEN
LOBBY
CORRIDOR
300
301
302
ROOF TERRACE
CONFERENCE RM. 311
312
OFFICE
OFFICE
OFFICE
OFFICE
OFFICE
ROOF TERRACE
12'-0"

third floor



Fourth Floor