

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

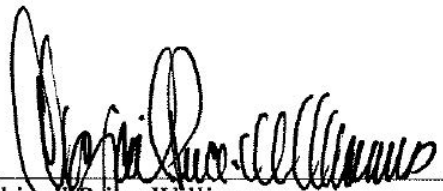
DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.38 Florida Statutes, terms of and authorizing execution by County Mayor of a lease agreement between Miami-Dade County, as landlord, and Greater Miami Service Corps, A Florida Not-For-Profit Corporation, as tenant, of four improved County-Owned properties located at 1896 NW 21ST Street, 1888 NW 21ST Street, 1908 NW 21ST Street, and 1897 NW 20th Street, Miami, Florida, known as Allapattah neighborhood service center, for an initial five-year term and one five-year option to renew at a nominal annual rent of \$10.00, for the purpose of providing educational and service activities to young people; declaring such property surplus; waiving Board policy set forth in Resolution No. R-256-13 as it relates to payment of rent in lieu of taxes; and authorizing the County Mayor to exercise any and all rights conferred in the lease agreement and to take all actions necessary to effectuate same

Resolution No. R-1021-20

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


Abigail Price-Williams
County Attorney

APW/lmp



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(3)

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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	_____	Mayor	Agenda Item No. 11(A)(3)
Veto	_____		10-6-20
Override	_____		

RESOLUTION NO. R-1021-20

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38 FLORIDA STATUTES, TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS LANDLORD, AND GREATER MIAMI SERVICE CORPS, A FLORIDA NOT-FOR-PROFIT CORPORATION, AS TENANT, OF FOUR IMPROVED COUNTY-OWNED PROPERTIES LOCATED AT 1896 NW 21ST STREET, 1888 NW 21ST STREET, 1908 NW 21ST STREET, AND 1897 NW 20TH STREET, MIAMI, FLORIDA, KNOWN AS ALLAPATTAH NEIGHBORHOOD SERVICE CENTER, FOR AN INITIAL FIVE-YEAR TERM AND ONE FIVE-YEAR OPTION TO RENEW AT A NOMINAL ANNUAL RENT OF \$10.00, FOR THE PURPOSE OF PROVIDING EDUCATIONAL AND SERVICE ACTIVITIES TO YOUNG PEOPLE; DECLARING SUCH PROPERTY SURPLUS; WAIVING BOARD POLICY SET FORTH IN RESOLUTION NO. R-256-13 AS IT RELATES TO PAYMENT OF RENT IN LIEU OF TAXES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED IN THE LEASE AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, Miami-Dade County through its Community Action Agency, currently known as Community Action and Human Services Department, established Community Action Youth Corps; and

WHEREAS, on July 10, 1990, Community Action Youth Corps was chartered as the Greater Miami Service Corps (“GMSC”), a 501(c)(3) not-for-profit organization in order to allow GMSC to leverage additional financial support not otherwise available to governmental entities, from sources such as South Florida Workforce, Miami Foundation, and Staples Foundation; and

WHEREAS, this Board, through Resolution Nos. 63-12, 175-03, and most currently, 842-19, has authorized agreements between GMSC and the County, through the Community Action

and Human Services Department, for the County to provide reimbursable administrative and management support services to GMSC, including personnel services, fiscal services, and participation in the County's Self-Insurance Program; and

WHEREAS, GMSC's mission is to empower young people with the tools needed to transform their lives through education and service activities that strengthen our community and local workforce, including the provision of education, scholarship, and volunteer opportunities to at-risk youth throughout Miami-Dade County; and

WHEREAS, GMSC's program model uses service as a strategy to connect young people in the County to education and meaningful work experience opportunities, while at the same time providing cost effective services that improve our community; and

WHEREAS, GMSC has seen tremendous growth since 1990, serving an annual average of 400 young people and has expanded its training areas to include construction, healthcare, hospitality, and technology, thus positioning GMSC as one of the leaders among service and conservation corps nationally; and

WHEREAS, due to GMSC's growth in services and program participants, it is outgrowing its current facility and often must borrow additional space for meetings and trainings, thus making the need for expansion imminent; and

WHEREAS, the County owns four improved properties located at 1896 NW 21st Street, 1888 NW 21st Street, 1908 NW 21st Street (the "parking lot property"), and 1897 NW 20th Street, Miami, Florida (collectively the "properties") which together comprise the Allapattah Neighborhood Service Center ("Allapattah Center"); and

WHEREAS, the properties were acquired through an eminent domain proceeding in May of 1976, using Community Development Block Grant federal funds; and

WHEREAS, portions of the parking lot property are currently used by the City of Miami pursuant to a lease approved by this Board pursuant to Resolution No. R-903-19, including the exclusive use of six parking spaces, and additional use of the parking lot from time to time for visitors and staff (the “City lease”); and

WHEREAS, the Allapattah Center has previously been used by the Community Action and Human Services Department, law enforcement, and the County libraries for event purposes, but since 2012, has had no fulltime staff and has remained mostly unused; and

WHEREAS, GMSC has submitted an application to the County, a copy of which is attached hereto and incorporated herein as Exhibit “A,” requesting that the County lease the properties to GMSC at nominal cost in order to expand its services; and

WHEREAS, GMSC’s use of the properties represents a purpose consistent with promoting community interest and welfare, and GMSC has represented that it will use the properties consistent with its mission, and in support of the community interest and welfare purposes for which it is organized; and

WHEREAS, GMCS has represented that services and programs provided at the properties shall be limited to young adults ages 18 to 24, and the permitted use under the lease restricts such use to same; and

WHEREAS, in the event, GMSC seeks to provide services or programs at the properties to children under the age of 18 in the future, the County Mayor or County Mayor’s designee may approve of such use, provided however that GMSC shall first be subject to all prerequisite requirements set forth in County Ordinance No. 2-8.6.5, including national criminal background checks; and

WHEREAS, this Board finds that GMSC requires the properties for the purpose for which it was incorporated and to promote the compelling community interest and welfare of the public; and

WHEREAS, this Board, pursuant to section 125.38, Florida Statutes, desires to lease the properties to GMSC for a term of five years, with one five-year option to renew, at a nominal annual rental rate of \$10.00; and

WHEREAS, the properties have been circulated among all County departments and no department has expressed a need for, or interest in, the properties; and

WHEREAS, the Miami-Dade County Internal Services Department has provided comparable market rental rates pursuant to Resolution No. 333-15, with an average market rental rate of \$18.36 per square foot; and

WHEREAS, this Board finds that in light of the proposed use of the properties, a compelling reason exists to forego rent beyond a nominal amount because of the hardship that rent would impose on GMSC's operations, and such funds could be utilized to provide additional support for GMSC's mission and services; and

WHEREAS, additionally, although GMSC may not be paying market rent, GMSC has agreed to be responsible for maintenance and operational expenses, including but not limited to janitorial, extermination, repairs, security, and utilities as set forth in the lease,

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

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

Section 2. This Board finds that the properties are not needed for County purposes, declares the properties surplus, and waives Resolution No. R-256-13 as it relates to payment of rent in lieu of taxes.

Section 3. This Board authorizes, pursuant to section 125.38, Florida Statutes, the lease of the properties to GMSC in substantially the form attached hereto and made a part hereof as Exhibit “B,” including a five-year term and one five-year option to renew at an annual rate of \$10.00 per year, and including a subordination to the existing City lease of portions of the parking lot property including but not limited to the City’s exclusive use of six parking spaces (the “lease”).

Section 4. This Board authorizes the County Mayor or County Mayor’s designee to: (i) execute the lease; (ii) take all actions necessary to effectuate the lease; (iii) exercise all rights conferred in the lease, including but not limited to the right to terminate upon one year’s advance notice and to approve of any reasonable and customary terms and documentation of any leasehold financing lender which are not otherwise inconsistent with this authorizing resolution; (iv) to issue an estoppel letter stating that the County is unaware of any defaults under the lease, or if applicable, specifying any known defaults; and (v) to approve of an amendment to the permitted use under the lease in the future to include services or programs to children under the age of 18, subject to the provisions of County Ordinance No. 2-8.6.5 including national background checks, provided however that in the event that such checks reveal information which may adversely affect a finding of tenant responsibility, then no such amendment shall be permitted without prior approval of this Board.

Section 5. This Board directs the County Mayor or County Mayor’s designee to appoint staff to monitor compliance with the terms of the lease, and to provide an executed copy of the lease to the Property Appraiser’s Office within 30 days of its execution.

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

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	absent	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. 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

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

EXHIBIT “A”



June 30, 2020

The Honorable Audrey M. Edmonson, Chairwoman
Miami-Dade Board of County Commissioners
Stephen P. Clark Center
111 NW 1st Street, Suite 220
Miami, FL 33128

Re: Lease Agreement of the Allapattah Center to the Greater Miami Service Corps

Dear Chairwoman Edmonson:

This letter serves as a request for Miami-Dade County to lease the Allapattah Center located in the City of Miami to the Greater Miami Service Corps (GMSC). The folio numbers for the center and parking lot area is as follows:

Parcel Address Zip 33142	Folio	Lot Size Sq. Ft.	Lot Size Acres
1896 NW 21 st Street	01-3127-043-0361	7,332	.17
1888 NW 21 st Street	01-3127-043-0360	7,332	.17
1897 NW 20 th Street	01-3127-043-0370	6,864	.16
1908 NW 21 st Street	01-3127-043-0230	14,768	.34

Organization Background

GMSC was established through the efforts of Mayor Stephen P. Clark and other community leaders, including Miami-Dade County Commissioner Barbara J. Jordan, in July 1990 as a 501(c)(3), non-profit organization. GMSC is one of over 150 service and conservation corps, operating in the 50 states and the District of Columbia. The non-profit engages young people between the ages of 18-24 with challenging life experiences with a service strategy that incorporates opportunities for young people to gain "real life" work experiences. Young people can complete tangible service projects such as removal of graffiti, installation and removal of sidewalks, and painting homes for low income, veteran and elderly residents that improve the infrastructure and aesthetics of our community.

GMSC has seen tremendous growth since 1990, serving an annual average of 400 young people through national program models that include YouthBuild, AmeriCorps, ServiceWorks, and RightTurn. Funding received through programs, allow our young people in Miami-Dade County to complete their high school or general education diplomas, earn industry credentials, receive case management, and mental health services up to \$6,000 and job placement support.

Young People...Serving Their Community

810 Northwest 28th Street • Miami, Florida 33127 • Office: (305) 638-4672 • Fax: (305) 633-5319
15355 Harding Lane • Leisure City, Florida 33030 • Office: (305) 242-7950 • Fax: (305) 242-7967
www.gmscmiami.org

Lease Agreement of Allapattah Center
to Greater Miami Service Corps
Page Two

Through the years, GMSC has expanded training areas to include construction, healthcare, hospitality and internet technology. That expansion has positioned GMSC as one of the leaders among service and conservation corps nationally. Greater Miami Service Corps is a member of national and state membership organizations including The Corps Network, YouthBuild USA, and the Florida YouthBuild Coalition. In February 2020, the non-profit received its Excellence in Corps Operations Accreditation from The Corps Network; In 2019 and 2018 GMSC also received the YouthBuild AmeriCorps Impact Awards for Highest Educational Award Attainment; 2018 Corpsmember of the Year Award; The Corps Network Excellence in Corps Operations recognition in 2003 and again in 2009. GMSC has also received the following national and community awards: 2011 National Association of Counties (NACo) Achievement Award; 2011 Non-Profit of the Year; 2008 Strategic Partnership Award; 2008 Corps member of the Year Award; 2005 Social Worker Team of the Year and William "Sonny" Walker Self-Sufficiency Award. GMSC was recognized by the Miami-Dade County Commission on Ethics and Public Trust and The Greater Miami Chamber as the 2003 Non-Profit Organization of the Year. Publications include the 2003 "Promising Practices for Helping Low Income Youth Obtain and Retain Jobs: A Guide for Practitioners" and a 1997 and 2012 Abt Study of "Youth Corps: Promising Strategies for Young People and their Communities."

Allapattah Property

Greater Miami Service Corps headquarters operates at 810 NW 28th Street, Miami, Florida 33127. The facility is located between BetterWay of Miami, a substance abuse treatment and residential center on the east and west side. Due to GMSC's growth in services and program participants, it is often necessary to borrow space for meetings and training. Therefore, GMSC seeks to expand services from its current location and the Allapattah property.

The Allapattah property has been mostly unused since approximately 2012. The leasing of the Allapattah property will allow the Greater Miami Service Corps to build capacity to serve additional young people beyond the annual number of 400. The young people served are low to moderate income, reside in Neighborhood Revitalization Stabilization Areas (NRSAs) or Targeted Urban Areas (TUAs). Members are engaged in education, training, life skills, and workforce development services that facilitate steps towards. The property has ample space for parking, offices, counseling services, classrooms, and an auditorium for leadership and graduation events.

Your support in conveying these parcels to the Greater Miami Service Corps will provide our young people with a "youth centered" venue where they are able to thrive and work towards their education, personal and career goals. Should you have any questions, please do not hesitate to call me at 305-638-4672 or by email at ddorsett@gmscmiami.com.

Sincerely,



Deborah Dorsett
Executive Director

cc: Greater Miami Service Corps Board of Directors

EXHIBIT “B”

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), is being entered into and made effective this ____ day of _____, 2020 (“Effective Date”), between Miami-Dade County, a political subdivision of the State of Florida, through its Community Action and Human Services Department (hereinafter referred to as “Landlord”), located at 701 N.W. First Court, 11th Floor, Miami, Florida 33136 and the Greater Miami Service Corps, a Florida not-for-profit corporation (hereinafter referred to as “Tenant”), whose address is 810 N.W. 28th Street, Miami, Florida 33127.

PART I **BASIC LEASE PROVISIONS**

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Greater Miami Service Corps, a Florida not-for-profit corporation
B. TENANT’S TRADE NAME:	(GMSC)
C. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	Internal Services Department Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128
E. PREMISES, ADDRESS, SQUARE FOOTAGE, AND FOLIO NUMBER:	The Premises consists of four (4) properties located within close proximity to each other, and which are depicted on Exhibit A, respectively, as described below, are incorporated herein by this reference, are located in the City of Miami, and are described below as follows: Property Address: 1896 N.W. 21 Street, Miami, Florida 33142 Square Footage: 1,288 square feet Folio Number: 01-3127-043-0361 Property Address: 1888 N.W. 21 Street, Miami, Florida 33142 Square Footage: 1,331 square feet Folio Number: 01-3127-043-0360 Property Address: 1908 N.W. 21 Street, Miami, Florida 33142 Square Footage: 1,726 square feet Parking Lot, less parking spaces subject to lease with City of Miami dated February 10, 2020 (attached hereto and marked as Exhibit “C”). Folio Number: 01-3127-043-0230 Property Address: 1897 N.W. 20 Street, Miami, Florida 33142 Square Footage: 5,192 square feet (north side of the building) Folio Number: 01-3127-043-0370 The Premises have a combined square footage of approximately 12,419 square feet (See Exhibit “A”).

F. MAILING ADDRESS OF TENANT:	Greater Miami Service Corps. 810 N.W. 28 th Street Miami, Florida, 33127 Attention: Deborah Dorset, Executive Director
G. INITIAL TERM:	The initial Term of this Lease is for five (5) years.
H. EFFECTIVE DATE:	The "Effective Date" shall be the date that this Lease is adopted by the Miami-Dade County Board of County Commissioners, and after the expiration date of the Miami-Dade County Mayor's ten (10) day veto period. Should the Miami-Dade County Mayor veto the approval of this Lease, then this Lease shall only become effective upon 2/3 vote and approval of the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided for herein is called the "Effective Date," and expiring five (5) years thereafter (the "Expiration Date").
I. OPTION TO RENEW:	Tenant shall have one (1) five (5) year option to renew this Lease in accordance with the terms contained herein, and such option to renew shall hereinafter be referred to as an "Option Period."
J. ANNUAL BASE RENT:	Rent shall be Ten (\$10.00) Dollars annually, plus Operating Expenses, (as described in Section M. below).
K. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Effective Date, and then be paid annually by the Tenant, on the first day of each anniversary date of this Lease.
L. FLORIDA SALES TAX:	In accordance with Section 212.031 of the Florida Statutes, the Tenant is responsible for any and all sales tax and any applicable discretionary sales surtax for the Premises, if applicable.
M. OPERATING EXPENSES:	Tenant will assume full responsibility for all costs and expenses associated with the four (4) properties where each Premises is located, including, but not limited to, security guard and security monitoring services, extermination, janitorial services, waste disposal, landscaping services, maintenance, improvements, repairs, and the replacement of any furniture, fixtures, and equipment, including but not limited to the HVAC system. Tenant will be responsible for its pro-rata share of the total cost and expense associated with the utility, which is not separately metered for the Premises. The Tenant's responsibility for paying its pro-rata share of utility services shall be determined by the Landlord based upon the Landlord's expenses associated with the utility services of the overall property where the Premises are located. Tenant shall reimburse the Landlord for the Tenant's usage of electrical, water, water and sewer, and storm water services. Tenant shall reimburse Landlord, Tenant's pro-rata share of the utility services billed, which are not separately metered, monthly, on the first day of each month. All other utilities, that are separately metered shall be placed in the Tenant's name and be fully paid for by the Tenant.
N. RENT INCREASES:	The Rent shall not increase during the term of this Lease, including the Option Period.
O. RENT PAYMENT ADDRESS:	Miami-Dade County, Internal Services Department, Real Estate Development Division 111 N.W. First Street, Suite 2460, Miami, Florida 33128

	Attention: Accounts Receivable
P. SECURITY DEPOSIT:	N/A
Q. PERMITTED USE:	Tenant shall utilize the Premises as a youth centered venue, as limited to youth ages 18 to 24, to teach trade and life skills to youth with emphasis on low to moderate income, and including those who reside in Neighborhood Revitalization Stabilization Areas or Targeted Urban Areas. Participants will be engaged in education, training, life skills, and workforce development services that will facilitate steps towards independence and self-sufficiency. Additionally, the Premises may be utilized for activities that support the mission of Greater Miami Service Corps such as offices, counseling services, classrooms, an auditorium for leadership and graduation events. Tenant shall utilize the Premises located at 1908 N.W. 21 Street, Miami, Florida solely as a parking lot.
R. UTILITIES:	Electrical, water, water and sewer, storm water services for the Premises shall remain in the name of the Landlord. Tenant is responsible for reimbursing the Landlord for its pro-rata share of the cost and expenses associated with Tenant's use of the properties, which are not separately metered, where the Premises are located. Other utility services which are separately metered for the Premises shall be placed in the name of the Tenant, and shall be fully paid for by the Tenant, including, but not limited to, waste disposal, fire alarm, security, telephone, cable, and internet related services.

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through R), along with Exhibit A, B, and C, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II

TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord, subject to all the terms and conditions set forth herein, four (4) properties, which are described in the Basic Lease Provisions and as follows:

1896 N.W. 21 Street Miami, Florida 33142 (1,288 square feet), 1888 N.W. 21 Street, Miami, Florida 33142 (1,331 square feet), 1908 N.W. 21 Street, Miami, Florida 33142 (1,726 square feet), portions of shared Parking Lot ("Parking Lot Property") as further set forth herein (collectively the "Premises"). Tenant acknowledges that: (i) a portion of the Parking Lot Property is currently subject

to a Lease between the County and the City of Miami ("City Lease")

dated February 10, 2020, as approved by County Resolution No. R-903-19, attached hereto and marked as Exhibit "C;" (ii) the City Lease has been provided to Tenant prior to entering this Lease; (iii) the City Lease grants the City the right to exclusive use of six (6) assigned parking spaces (and such spaces shall be designated by signage or marking) as well as the right from time to time to use the remaining available spaces for its staff and visitors; (iii) Tenant's rights under this Lease are subordinate to the City Lease, and the Premises leased hereunder and rights granted do not include, and are

subject to, the City Lease. The Premises have a combined square footage of 12,419 square feet (less the rights and square footage in the City Lease). The Premises are depicted on the attached diagram, marked, Exhibit "A," and incorporated herein by reference, all subject to the foregoing subordination to the City's rights under the City Lease.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises have not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that the Premises are sufficiently suited for their intended purpose.

Notwithstanding anything to the contrary contained herein, the Premises have been inspected by the Tenant, and the City Lease has been reviewed, which is attached hereto and marked as Exhibit "C". Tenant accepts the Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether they are fit for any particular purpose.

SECTION 2. RENT: Tenant shall lease the Premises at and for the agreed upon amount of Ten (\$10.00) Dollar annually beginning on the Commencement Date for the five (5) year term of this Lease. Tenant shall pay operating expenses for the Premises as additional rent, which shall include any and all charges, fees, and expenses due to the Landlord, which are above and beyond the Annual Base Rent ("Additional Rent") as hereinafter set forth in this Lease; plus all taxes in the nature of sales, rental taxes, real estate use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of the Annual Base Rent. At all times after the date hereof, the Tenant shall be governed by and subject to all provisions, covenants, and conditions of this Lease requiring the payment of Annual Base Rent and other charges, which shall be paid by the Tenant. The Annual Base Rent and Additional Rent are sometimes referred to herein collectively as "Rent."

Tenant shall pay the initial payment of Rent on the Effective Date. Afterwards, the Tenant hereby agrees that it shall remit to Landlord all Rent payments annually on or before the anniversary of the Commencement Date, throughout the Term of this Lease, without demand, setoff or deduction at the Rent Payment Address, listed in the Basic Lease Provisions as outlined on page one (1) of this

Lease, or at such other place and to such other person, as Landlord may from time to time designate in writing.

In addition to the Rent, the Tenant hereby agrees to reimburse the Landlord, its pro-rata share of the Landlord's costs and expenses associated with the electrical, water, water and sewer, and storm water services, which are not separately metered for the Premises on a monthly basis.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, including, but not limited to Operating Expenses, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform shall have been terminated pursuant to the express provisions of this Lease. Rent, and all other sums payable by the Tenant, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. Except as otherwise expressly provided in this Lease, Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease. Tenant waives all rights which are not expressly stated herein to quit, terminate or surrender this Lease, or the Premises, and for any right pertaining to setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction in any Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

SECTION 3. TERM: The Term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate five (5) years thereafter (hereinafter "ExpirationDate"). After the Effective Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Effective Date, and the Expiration Date of this Lease.

Further, the parties agree that the Tenant shall have the right to terminate this Lease on an annual basis, within ninety (90) days prior to the anniversary date of this Lease, if funding for the Tenant's use of the Premises is cut, or otherwise not secured by the Tenant from its grantors or other funding source. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to termination or cancellation of this Lease. Additionally, Landlord and Tenant may terminate this Lease for convenience if it is mutually agreed upon in

writing and as stated in Section 41 and Section 42. This clause shall survive the termination or cancellation of this Lease.

This Lease shall terminate on the Expiration Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

If Tenant shall be in possession of the Premises after the Expiration Date, including the Option to Renew period, then, in accordance with Section 5, Holdover, in the absence of any agreement extending the Term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease, and Operating Expenses, shall continue to be the sole responsibility of the Tenant.

SECTION 4. OPTION TO RENEW: Provided that the Tenant is not otherwise in default and subject to the provisions hereinafter set forth, the Landlord has the option, in its sole discretion, to extend the Term of this Lease for one (1) additional five (5) year renewal period, on the same terms, conditions, and provisions as contained in this Lease. Should the Tenant desire to continue leasing the Premises, the Tenant shall notify the Landlord, in writing, of the Tenant's interest to continue leasing the Premises, at least ninety (90) days prior to the expiration of the Term. In the event the Landlord elects to renew this Lease, the Rent shall continue to be Ten (\$10.00) Dollars annually during the Option Period as outlined in Section J of the Basic Lease Provisions, and the Tenant shall continue to be responsible for paying Operating Expenses.

SECTION 5. HOLDOVER: In the event the Tenant remains in possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease. The parties agree that the damage to the Landlord resulting from any failure by the Tenant to timely surrender possession of the Premises will be substantial, will exceed the amount of the Rent payable under this Lease, and will be impossible to measure accurately. The Tenant, therefore, acknowledges and hereby agrees that if possession of the Premises is not surrendered to the Landlord upon the Expiration Date, or earlier termination of this Lease, and the Landlord objects to the Tenant being in possession of the Premises, then in addition to any rights or remedies the Landlord may have under this Lease, or at law, or in equity, the Tenant shall pay to the Landlord, a sum equal to the Rent that was previously in place, plus Operating Expenses, and any cost, expense and or damages incurred by Landlord, as solely determined by the Landlord. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease.

Further, the Tenant also agrees that as a result of any holdover, or possession of the Premises after the Expiration Date, the Tenant shall defend, indemnify, and hold the Landlord harmless from and against any and all claims, suits, actions liabilities, losses, costs and expenses of any kind suffered by the Landlord, as a result of the Tenant's possession of the Premises. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. OPERATING EXPENSES: Beginning on the Effective Date, the Tenant will assume full responsibility for all costs and expenses associated with the Premises including, but not limited to, security guard and security monitoring services, janitorial, waste disposal services, landscaping, extermination services, maintenance, improvements, repairs, HVAC system, and replacement of Tenant's furniture, fixtures, equipment. Tenant will be responsible for its pro-rata share of the cost and expenses associated with the utility services, which are not separately metered, at the Premises, which includes the electrical, water, water and sewer, and storm water services. The pro-rata share of electrical and water, water and sewer, and storm water shall be paid monthly, on the first day of each month, by the Tenant. The Tenant's responsibility for paying its pro-rata share of electrical and water, water and

sewer, and storm water services shall be determined by the Landlord based upon the Landlord's expenses associated with these utilities at the property where the Premises are located. Other utility services which are separately metered for the Premises shall be placed in the name of the Tenant, and shall be fully paid for by the Tenant, including, but not limited to, waste disposal, fire alarm, security, telephone, cable, and internet related services.

Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading to or from the Premises, including any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

Tenant agrees that it shall during the Term of this Lease or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain, and if necessary, improve any and all machinery, equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, sewer pipes, HVAC system (including filters), and/or electrical lines or wiring leading to or from the Premises. This section survives the termination or expiration of this Lease.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant as a youth centered venue to teach trade skills to youth/participants between the ages of 18 to 24, with low to moderate income, and who reside in Neighborhood Revitalization Stabilization Areas or Targeted Urban Areas. Youth/participants will be engaged in education, training, life skills, in-service projects in the community, and workforce development services that will facilitate steps towards independence and self-sufficiency. The Premises will also be utilized as parking, offices, counseling services, classrooms, and as an auditorium for leadership and graduation events, and for no other purpose whatsoever. Any violation of the agreed use, or any type of disturbance or interference with any other adjacent or nearby landowner or tenant, including any business and/or governmental entity, will be deemed an immediate default of this Lease. Any violation related to the permitted use of the Premises, as described herein, will be grounds for immediate termination of this Lease, and the Premises will transfer back to the Landlord, pursuant to Florida Statutes, Section 125.38, and/or Miami-Dade County Resolution No.: R-461-13. Further, if the Tenant violates the terms of this Permitted Use Clause, the Landlord shall have the right, at its sole option, to terminate this Lease, or to pursue any other remedy at law or equity. Tenant shall

indemnify Landlord for any losses, damages, and/or injury caused to any adjacent or nearby building owner, or occupier of land, relating to Tenant's violation of this Permitted Use clause. This section survives the termination or expiration of this Lease.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 8. ASSIGNMENT-SUBLEASING: Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet this Lease (which term, without limitation, shall include the granting of concessions, licenses, and the like) or the Premises, or any part thereof, without the Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive a personal guarantee from the principals of the assignee, or sub-lessee that it shall perform the obligations of the Tenant, to the satisfaction of the Landlord, and the Landlord shall receive one hundred (100%) percent excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In the event that Tenant is a corporation, partnership, limited liability company or other entity, any transfer of ownership and/or controlling interest in such entity shall be a default under the Lease. Tenant shall disclose all beneficial owners of the business to be conducted in the Premises to Landlord prior to execution of this Lease. Any change of ownership of the Tenant's business shall be immediately brought to the attention of the Landlord. In any case whereby Landlord shall consent to such proposed assignment or subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants and obligations contained herein. Further, the Tenant acknowledges and hereby agrees that any assignment and/or sublease must be to a governmental and/or a non-profit entity, and meeting the requirements of Section 125.38, Florida Statutes.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, subject to Florida Statutes 768.28, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to furniture, fixtures, equipment, or to the personal property of Tenant, or those claiming by, through or under Tenant. Further, the Landlord, any employee, vendor, contractor and/or agent of Landlord, shall not be liable for any and all damage to any of the Tenant's property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or omission of any co-tenant or other occupant of any other building, or of any other person whomsoever, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's employees, contractors, vendors, and/or agents. The provisions of this Section shall apply during the whole of the term hereof, including the Option Period.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense. During the Term of this Lease, if any governmental agency, municipality, utility company, including, but not limited to the Landlord's Regulatory and Economic Resources Department requires changes to the Premises or to any of the facilities or systems relating to the Premises (including, but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), the Tenant hereby agrees that it shall make such changes at its sole cost and expense. Tenant shall be responsible, at Tenant's sole cost and expense, for any and all desired, or required fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose. If any third party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Tenant shall be responsible, at its sole cost and expense, for the repair of such damages.

TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE,

SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE RENOVATION AND/OR OPERATION OF THE PREMISES. LANDLORD MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Premises or the operation thereof, or be liable for the same; and the Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including, but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County

Commissioners, or the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, or elect to abandon, or vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, consistent with the other terms of this Lease, terminate this Lease and/or enter the Premises as the agent of Tenant, without being liable in any way therefore, and re-let the Premises with or without any furniture, fixtures, and equipment that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefore (without any compensation to Tenant) applying the same to the payment of Rent due by

this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the Terms of this Lease.

SECTION 13. COLLECTION AND LANDLORD'S EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

In addition to the foregoing, the Tenant agrees: (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Premises in good order to prepare the same for rental to other tenants; and (b) that Landlord may (i) re-let the Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions of free rent. The failure of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for the Term, or any portion thereof, shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent sum or amount by a similar proceeding. Landlord may make such alterations, repairs, replacements, and decorations to the Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to re-let the Premises, or, if the Premises are re-let, for failure to collect the rent due under such re-letting, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. This section survives the termination or expiration of this lease.

SECTION 14. UTILITIES: Tenant acknowledges and agrees that the electrical and water services for the Premises are in

the name of the Landlord, and shall remain in the name of the Landlord. Tenant shall be responsible for reimbursing the Landlord for its pro-rata share of the cost and expenses associated with Tenant's use of the utility services of the property where the Premises are located. The Tenant's responsibility for paying its pro-rata share of electrical and water, water and sewer, and storm water services shall be determined by the Landlord based upon the Landlord's expenses associated with these utilities. Other utility services which are separately metered for the Premises shall be placed in the name of the Tenant, and shall be fully paid for by the Tenant, including, but not limited to, waste disposal, fire alarm, security, telephone, cable, and internet related services.

Tenant shall be responsible for the utilities in addition to the Rent. The Tenant shall be responsible for the installation, repair, maintenance, and cost associated with the telephone, and any other utilities such as cable television, internet, which utility is used or consumed in and about the Premises, and for all licenses and permits for the same. This section survives the termination or expiration of this Lease.

SECTION 15. SECURITY INTEREST; LANDLORD'S LIEN:

Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, equipment, goods and chattels belonging to the Tenant, which shall or may be brought or put on the Premises as security for the payment of the Rent, and/or other charges. Tenant hereby grants to Landlord a lien in such furniture, fixtures, equipment, and agrees that the said lien may be enforced by distress (and Tenant waives all rights to require Landlord to post bond), foreclosure or otherwise at the election of the Landlord.

TENANT HEREBY GRANTS TO LANDLORD THE RIGHT TO FILE A UNIFORM COMMERCIAL CODE ("UCC") FINANCING STATEMENT THAT CONFIRMS THE LANDLORD'S SECURITY INTEREST AND LIEN IN SUCH FURNITURE, FIXTURES, AND EQUIPMENT AS COLLATERAL FOR TENANT'S OBLIGATIONS HEREUNDER. IN FURTHERANCE OF THE FOREGOING, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS THE FOREGOING LIEN ON ITS FURNITURE, FIXTURES, EQUIPMENT, GOODS AND CHATTELS OF THE TENANT PURSUANT TO THIS SECTION OF THIS LEASE AND IN ACCORDANCE WITH FLORIDA STATUTES SECTION 83.08. IN ORDER TO ENFORCE SAID LIEN, LANDLORD, OR

LANDLORD'S AGENTS, SHALL HAVE THE RIGHT TO ENTER THE PREMISES TO SECURE AND/OR REMOVE THE AFOREMENTIONED PROPERTY, WITHOUT BEING LIABLE FOR ANY PROSECUTION THEREFORE OR DAMAGES THEREFROM FOR TRESPASS OR OTHERWISE. TENANT SHALL NOT ASSIGN, PLEDGE OR ENCUMBER THE FURNITURE, FIXTURES, AND EQUIPMENT WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT. TENANT SHALL NOT ENTER INTO ANY AGREEMENTS, INCLUDING, BUT NOT LIMITED TO FINANCE AGREEMENTS OR SECURITY AGREEMENTS, WHICH PLEDGE THE FURNITURE, FIXTURES, AND EQUIPMENT AS COLLATERAL. TENANT SHALL NOT ALLOW ANY THIRD PARTIES TO FILE OR RECORD UCC FINANCING STATEMENTS THAT PLEDGE THE FURNITURE, FIXTURES, AND EQUIPMENT AS COLLATERAL. IF A THIRD PARTY FILES OR RECORDS SUCH A UCC FINANCING STATEMENT FOR ANY REASON WHATSOEVER, THEN TENANT SHALL, AT ITS SOLE COST AND EXPENSE, CAUSE SUCH UCC FINANCING STATEMENT TO BE TERMINATED WITHIN FIVE (5) DAYS AFTER THE FILING OR RECORDING THEREOF, AND PROVIDE WRITTEN EVIDENCE THEREOF TO LANDLORD WITHIN SUCH FIVE (5) DAY PERIOD. IF TENANT SHALL FAIL TO CAUSE SUCH UCC FINANCING STATEMENT TO BE TERMINATED AND PROVIDE WRITTEN EVIDENCE THEREOF TO LANDLORD, WITHIN SUCH FIVE (5) DAY PERIOD, LANDLORD, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES PROVIDED HEREIN, SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE IMMEDIATELY. THE OBLIGATIONS IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE.

SECTION 16. LANDLORD'S ACCESS: Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with reasonable prior notice (except in the event of emergency), and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises are being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent," "for lease" or "available" at any time within four (4) months before the expiration of this

Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. CONDITION OF PREMISES: Tenant hereby accepts the Premises in the condition that the Premises is in as of the Effective Date in an "AS IS" "WHERE IS" basis without warranty of any nature, with any and all faults, including without any warranty of use, without any warranty of habitability, and without any obligation on the Landlord's part to perform any work with respect to improving the Premises. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises, or any structure or building thereon. Except as otherwise specifically set forth herein, Tenant acknowledges and agrees that the Landlord has made no warranties or representations as to the condition of the Premises. Tenant further acknowledges that Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant, at its sole cost and expense, shall be responsible for all improvements, including, but not limited to the installation of any and all phone lines and conduits for phone lines as well as cable television, utility lines, for its own use, in and to the Premises.

Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing, and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s) for the Premises.

SECTION 18. MAINTENANCE AND REPAIR: Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense, the Premises, including any item or property in need of maintenance, restoration, and/or repair within the four (4) walls of the Premises, as well as the landscaped area surrounding the building on the Premises. Tenant shall be responsible for keeping the Premises safe and free of any health hazard. Tenant acknowledges and agrees that parking lot must be kept free and clear of any debris.

In regards to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish, and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, and/or tenants; (e) prevent any objectionable odors to emanate or to be dispelled from the Premises; (f) maintain the outside landscaping, sidewalks, walkways, and parking lot areas; (g) comply with and observe all rules and regulations established by the Landlord from time to time as it relates to the Premises; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord's written consent to make such improvements. Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease.

Additionally, Tenant accepts all pre-existing accessories in the condition they have been delivered with the Premises, with no representation or warranties from the Landlord. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintaining the interior of the Premises including the walls, cabinets, appliances, hardware, flooring, windows, doors, and frames.

Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installation failure, which maintenance, improvement, and/or restoration, or repair is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in

connection therewith, including, but not limited to, attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur. This section survives the termination or expiration of this Lease.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such alterations and/or improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such alterations and/or improvements are first approved by the Landlord in writing. Landlord may withhold such approval in Landlord's sole and absolute discretion.

Tenant understands and agrees to procure any and all construction and electrical, as well as other trade services in strict compliance with Section 255.20, Florida Statutes.

Prior to commencing any alterations and/or improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, commencement of the alterations and/or improvement work, including, construction, restoration, and/or repairs. Said payment and performance bond(s) shall name the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, Florida Statutes and each shall be in the amount of the entire cost of the improvement or repair work regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05, Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any alterations, improvements, construction, and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any alterations, improvements, or repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$5,000.

Prior to commencing any alterations, improvements or repairs to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repairs, or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Community Action and Human Services Department, for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements or repairs upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

TENANT HEREBY AGREES THAT IT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL, ANY CONSTRUCTION, ALTERATION, ADDITIONS, AND/OR STRUCTURAL MODIFICATIONS TO THE PREMISES, AND SUCH APPROVAL MAY BE WITHHELD IN THE LANDLORD'S SOLE AND ABSOLUTE DISCRETION.

Tenant acknowledges and agrees that the Landlord shall review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or any other improvements to the Premises. Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural improvements of the Premises, as may be underway. Tenant covenants and agrees to obtain all necessary permits, licenses, and approvals as required by the Landlord's Internal Services Department, Community Action and Human Services Department, Regulatory and Economic Resources Department, the State of Florida, local Fire Department, along with any local municipality as applicable, and that all alterations and improvements shall be in conformance with all applicable laws, including Section 255.05, Florida Statutes. All additions, fixtures, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or other improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy to the Landlord, and in no event later than ten (10) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans, and Certificate of Occupancy for the Landlord's records.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor must be approved by Landlord in writing prior to the commencement of any work in the Premises. Tenant shall be responsible for any construction defects in connection with its alterations, improvements and/or repairs to the Premises. Tenant's work shall be performed without interference and disruption to Landlord, or any adjacent landowner or occupier of space.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's alterations, improvements, or for Tenant's operations within on or about the Premises during the Term of this Lease.

Tenant acknowledges and agrees should it make any improvements to the Premises, and as a result of such alterations and/or improvements it is determined by the Landlord and/or a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Tenant shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

If Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination

or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

All leasehold alterations and/or improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (fixtures) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises, in accordance with the Terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain, and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests,

employees, licensees, and/or the Premises.

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

SECTION 21. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case; and (iv) the assignment must be to a governmental entity or to a not-for-profit entity in accordance with Section 125.38, Florida Statutes.

No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless

the proposed assignee likewise shall have satisfied (i), (ii), (iii), and (iv) of the preceding paragraph and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, Operating Expenses, along with other charges specified in this Lease to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title, or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 22. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 23. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 24. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 25. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by email, but only when the receiving party has confirmed receipt of the senders email message, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord: Community Action and Human
Services Department
701 N.W. First Court, 11th Floor
Miami, Florida 33136
Attention: Director

with a copy to: Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director
Email: Veronica.Brown@miamida
de.gov

with a copy to: Miami-Dade County Attorney's
Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Email:
Debra.Herman@miamidade.gov

To Tenant: Greater Miami Service Corps
810 NW 28th Street
Miami, Florida 33127
Attention: Deborah Dorsett,
Executive Director
Email:

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 26. NUISANCE AND WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense that it operates in a manner such that any odors, smells, or noise emanating from its use of the Premises does not impact neighboring properties, or other Tenants in the building. These remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord, or which may be a nuisance, annoyance, inconvenience, or damage to other Tenants in the building, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other signage outside the Premises or any odors (e.g., smoking) from visitors of Tenant.

SECTION 27. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 28. INDEMNIFICATION AND INSURANCE: Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Lease by the

Tenant, and/or its employees, agents, partners, principals, contractors, or subcontractors. Tenant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Tenant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentalities as herein provided. This section survives the termination or expiration of this lease.

Prior to occupancy, the Tenant shall furnish to the Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, Florida 33128, a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the minimum requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Tenant as required by Florida Statutes Section 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Tenant's using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

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

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

subject to the approval of the 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 Financial Services and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 N.W. FIRST STREET
SUITE 2340
MIAMI, FLORIDA 33128**

Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligation under this section or any other section of this Lease.

Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in full force for the duration of this Lease. If insurance certificates are scheduled to expire during the Term of this Lease, Tenant shall be responsible for submitting new or renewed insurance certificates to the Landlord prior to expiration.

Further, the Tenant acknowledges and agrees that the foregoing insurance requirements are intended to protect the Landlord's interest in the Premises, and are not intended to represent the full extent of insurance policies that the Tenant can secure to protect the Tenant's interest, and as a result, the Tenant further acknowledges and agrees that it can and will consult with its own insurance agent and/or broker about securing additional insurance for its protection, as well as the protection of its employees, customers, guests, vendors, the Premises, and any and all personal property.

SECTION 29. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid.

SECTION 30. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this Section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors, agents, against all claims, causes of action, liability or loss, including attorneys' fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination or expiration of this Lease.

The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease or any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq. (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

The Tenant agrees that the Director of the Regulatory and Environmental Resources Department, Division of Environmental Resources Management of Miami-Dade County, may also enforce the requirements of this Section.

SECTION 31. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have, at the time of the execution of this Lease shall be maintained in any and all lawful form. To the extent that the Tenant possesses a corporate or other legal business status, Tenant shall maintain such legal business status as active and current with the appropriate state authorities, and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default and terminate this

Lease consistent with the terms and conditions of this Lease. Further, at all times during the duration of this Lease the Tenant shall maintain its not-for-profit status with the State of Florida, and any failure to do so, shall be an event of default.

SECTION 32. REPRESENTATIONS/WARRANTIES: The Tenant, as a corporation, limited liability company, or a partnership, acknowledges and hereby agrees that the party and the persons executing the Lease on its behalf, represent and warrant that the individuals executing this Lease on behalf of the Tenant are duly authorized to execute and deliver the Lease on the Tenant's behalf in accordance with the Tenant's organizational documents, and that this Lease is binding upon it in accordance with its Terms. Further, each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as a government entity, or as an active corporation, limited liability company, or partnership, as the case may be, at any time during the Term, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party, upon thirty (30) days' notice.

SECTION 33. FEES AND COSTS OF TRIAL: IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 34. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust

or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender, if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form within ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant. Tenant shall pay Landlord Thirty (\$30.00) Dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, but shall not be required to, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose.

SECTION 35. FINANCING AGREEMENTS: The Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, without the Landlord's prior written consent to do so, which may be withheld in the sole and absolute discretion of the Landlord. Further, the Tenant further agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, which might be approved by the Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 36. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, or any part thereof, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond, or otherwise as allowed by law, within seven (7) calendar days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such seven (7) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) calendar days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred,

including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

SECTION 37. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN: Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises are totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), either party may terminate this Lease by giving the other party thirty (30) calendar days' advanced written notice and Landlord shall have no obligation to rebuild or repair the Premises. If the Premises are not rendered tenantable, either party hereto may cancel this Lease by written notice, which cancellation shall be effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all Operating Expenses related to the Premises. All construction and/or repairs by Tenant shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

If this Lease is not terminated, Tenant shall have the option to repair the Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protecting the Premises, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have

no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect the Tenant's furniture, fixtures, and equipment.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) calendar days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent, maintain the Premises, and pay all expenses in proportion to the square footage of the Premises which remains tenantable after a Taking, and the Rent shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong to Landlord and Tenant as their respective rights might appear. Provided, however, that Landlord is not entitled to any award specifically made to Tenant for the taking of Tenant's fixtures, furniture, or leasehold improvements.

SECTION 38. RETURNED CHECK FEES: Landlord shall have the option to assess a returned check fee in the amount of Fifty (\$50.00) Dollars, and a service charge, in the amount of Twenty-five (\$25.00) Dollars, should the Tenant issue a check to the Landlord, which is not honored by the Tenant's banking institution.

SECTION 39. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sum due hereunder, or to (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease, or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord. Further, in the event of a default, the Tenant acknowledges and agrees that in addition to the Landlord's rights pursuant to Section 40, Termination by Landlord, the Landlord shall have the following rights:

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all

maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit; (3) terminate this Lease upon written notice to Tenant, and thereafter relet the Premises or any part or parts thereof; and/or (4) terminate this Lease upon written notice to Tenant; and/or (5) exercise any other remedies otherwise available to Landlord provided herein, or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and also to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein. The Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. After being disposed or ejected therefrom by process of law or under the Terms of this Lease, Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable

Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the Terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

Should Tenant fail to occupy, or elect to vacate, or abandon the Premises at any time during the Term of this Lease, Landlord shall be permitted to immediately take possession of the Premises.

Upon any default, and after the expiration of any cure period, as described in this Lease, the Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost

of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

If this Lease is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all Rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees, and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

The Tenant further acknowledges and agrees that should the Landlord elect to terminate, or otherwise cancel, this Lease due to any breach by the Tenant, the Tenant shall not be entitled to any type of compensation or reimbursement for any improvements made to the Premises by the Tenant, and/or for the value of the remaining Term.

SECTION 40. TERMINATION BY LANDLORD: In addition to the Landlord's rights pursuant to Section 39 above, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the Terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.
- 4) Failure of Tenant to maintain its not-for-profit tax status.
- 5) Subletting or assignment of this Lease without prior approval of the Landlord.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the ten (10) calendar day period from date

of the written notice.

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

C. Termination after thirty(30) calendar days from receipt by Tenant of written notice by Certified Mail sent to the Tenant for the following:

- 1) Non-performance of any covenant of this Lease other than non-payment of Rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the thirty(30) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.

D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

E. Landlord, through its County Mayor, or Mayor's designee, in accordance with this Lease, shall have the right to terminate or cancel this Lease or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one year's written notice of such termination/cancellation prior to its Effective Date. Should the Term of this Lease, at the time the Landlord elects to provide the Tenant with notice of termination/cancellation, be equal to or less than one year, then notice shall be commensurate with the remaining Term of this Lease.

SECTION 41. EARLY TERMINATION BY TENANT:

Tenant shall have the right to terminate this Lease at any time by giving the Landlord ninety (90) calendar days written notice, prior to the anniversary date, if the necessary funding for the Tenant's use of the Premises is eliminated, reduced, or otherwise not secured, by the Tenant from its grantors or other funding source. However, any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 42. EARLY TERMINATION BY LANDLORD: As mentioned above in Section 40, the Landlord through its County Mayor, or Mayor's designee, shall have the right to

cancel/terminate this Lease at any time and for any reason by giving the Tenant at least one year's written notice prior to the date when the termination shall become effective. Should Landlord elect to cancel or otherwise terminate this Lease (through no fault or breach by Tenant) within the initial Term, then it shall reimburse the Tenant for the unamortized portion of the improvements, made by the Tenant, including but not limited to, any capital improvements, renovations, additions, plumbing and electrical installation, furnishings, and related expenses thereto, made to the Premises, so long as Tenant made such improvements with the prior written consent of the Landlord, and gave the Landlord sufficient evidence of the expenses relating to such improvements immediately after the improvements were made by the Tenant. Sufficient evidence constituting that the Tenant shall provide written documentation of potentially all expenses to be reimbursed by the Landlord immediately (within thirty (30) days) upon the completion of such improvements. The Tenant shall provide the Landlord with documents relating to the cost of the improvements, which expenses shall be verified by review and/or audit by the Landlord.

SECTION 43. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION:

Tenant shall, in accordance with the Terms and conditions of this Lease, at the expiration date or other termination of this Lease, remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Premises, (including, without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). All other improvements made by Tenant to the Premises shall remain. All electrical connections from Tenant's sign(s) shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove personal property items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owed to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of its personal property items located on, in or outside the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Furthermore, Tenant also agrees to repair any damage caused to the Premises by the removal of its personal property. Anything attached to the Premises by electrical, plumbing or gas connections or anything

attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g., cabling or wiring), shall not be removed without Landlord's written prior consent. Any removal of such items without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such items as new, as Additional Rent due.

SECTION 44. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on or before the last business day prior to such weekend day or federal, state or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, including all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's personal property from the Premises, Landlord is hereby, as described otherwise in this Lease, authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the personal property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the personal property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 45. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair

and/or maintenance of the Premises, or lack thereof, or in the building of which the Premises may be part, is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its Terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the Terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 46. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the Term of this Lease, without hindrance or molestation by Landlord.

SECTION 47. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Premises, including, but not limited to, the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, banners, or advertising devices on, in, or about the windows, doors, lobby, hallway, and/or gate of the building in which the Premises are located, other than as specifically permitted in this Lease.
- b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building on the Premises.
- c) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises, and shall immediately process its claim through its insurance carrier.
- d) Tenant shall immediately notify the Landlord of any incident in which someone is seriously injured or dies on or about the Premises, irrespective of the cause of injury or death. For the purposes of this Section, serious injury is any injury that results in hospitalization, wound care, and/or surgery.
- e) No radio, television, heater, fan, refrigerator, fiber-optic cable, satellite dish or other electrical device shall be installed without obtaining in each

instance, the written consent of Landlord. No antenna or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any antenna or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.

f) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside or outside of the Premises, if such damage was caused by the Tenant, or any of its employees, guests, vendors, and/or agents.

g) The Tenant shall be responsible for the timely maintenance to the Premises and the general upkeep of the Premises.

Tenant agrees that Landlord may from time to time suspend, amend or supplement the foregoing rules and regulations, and may adopt additional reasonable rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 48. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall, after being notified by the Tenant, have failed to perform such obligations within thirty (30) calendar days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 49. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building. Furthermore, Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any such claim or condition.

Additionally, in compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas 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 Gas, and Radon testing, may be obtained from the county public health unit.

Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of this Lease and/or may be found or otherwise identified in the Premises sometime during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. Tenant acknowledges and agrees to indemnify and hold Landlord harmless from any bodily injury or property damages caused by exposure to radon, mold or fungi, regardless if any other cause, event, material or product contributed concurrently or in any sequence to such injury or damages.

SECTION 50. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the Terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 51. DISPLAY RESTRICTIONS: Tenant will display and maintain the Premises in a first class manner at all times. Tenant cannot display any items, signs, or merchandise outside the Premises promoting its business, or for sale including, but not limited to, the front door, in the lobby and/or along the sidewalk(s) of the Premises, without the Landlord's prior written consent.

SECTION 52. SIGNAGE/ADVERTISING: The Tenant agrees that all signs placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any part of a building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. The Tenant, at the Landlord's discretion, may be permitted to have its name displayed on any and all existing building directory, if any, at the Tenant's sole cost and expense, and any requested changes thereto by the Tenant shall also be at the Tenant's

sole cost and expenses. The Tenant further agrees that all signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared), (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs. At Lease expiration, if Landlord so requires, the Tenant's signage must remain at the Premises until a subsequent tenant installs substitute signage unless otherwise directed by Landlord. Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the Tenant reimbursing Landlord for its cost to repair the façade in an amount up to Two Thousand Five Hundred (\$2,500.00) Dollars.

SECTION 53. NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 54. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the use of the overall property, including, but not limited to the parking

areas where the Premises are located, save and except for the area described in Exhibit 1.

SECTION 55. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against the Tenant's leasehold interest in the Premises, as well as Tenant's merchandise, trade fixtures and other personal property in and about the Premises. Further, Tenant shall also be responsible for any and all sales taxes and real estate taxes as assessed against the Premises and/or this Lease.

THE ANNUAL RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX (WHICH IS CURRENTLY SEVEN(7%) PERCENT FOR MIAMI-DADE COUNTY, OF THE RENTAL AMOUNT, UNLESS THE TENANT PROVIDES A CONSUMER'S CERTIFICATE OF EXEMPTION FROM THE STATE OF FLORIDA, DEPARTMENT OF REVENUE EXEMPTING THE TENANT FROM THE PAYMENT OF SALES TAX ON THE RENTAL CHARGES.

SECTION 56. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 57. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all applicable current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over its use of the Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Premises. Except in instances in which the Tenant has made improvements to the Premises, the Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. Regarding any improvements to the Premises by the Tenant, the Tenant

acknowledges and agrees that it will comply with the Terms and conditions of the federal Americans with Disabilities Act ("ADA"), along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for any improvements or upgrades made by or for the Tenant to the Premises, including if any such improvements were made to any access leading to or from the Premises.

SECTION 58. SECURITY: Tenant acknowledges and agrees that Tenant assumes any and all responsibility and liability for the security of the Premises and surrounding property, as well as for the security of its employees, agents, guests, invitees, and for any and all of the Tenant's personal property, including, but not limited to, furniture, fixtures, and equipment within or outside of the Premises. Tenant, at its option, may enlist its own security personnel, and install its own security devices within or outside of the Premises.

SECTION 59. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HERewith.

SECTION 60. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) business days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being

intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the building. If such an estoppel is not executed within this ten (10) business day period, in addition to other default remedies provided herein, Tenant shall pay Landlord an amount equal to Thirty (\$30.00) Dollars per day for each day of delay. Further, Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) business days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 61. NON-DISCRIMINATION: The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the Landlord's property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, religion, ancestry, sex, age, color, gender, pregnancy, national origin, disability or physical handicap, marital status, familial status, ancestry, gender identity, gender expression, or sexual orientation shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.
- B. In the construction of any improvements to the Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. Tenant agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion,

ancestry, age, national origin, sex, disability, marital status, familial status, pregnancy, sexual orientation, gender identity or gender expression, perceived or actual status of domestic violence, dating or stalking.

SECTION 62. MISCELLANEOUS:

- A. CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.
- B. CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- D. LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease
- E. RECORDING:** The parties hereto agree not to record this lease, except for the Landlord filing this Lease with the Clerk of the Board, Miami-Dade County, Florida.
- F. CONFIDENTIALITY:** Landlord and Tenant acknowledge and agree that because the Landlord is a governmental entity, any and all information pertaining to this Lease is subject to be disclose to others, and therefore none of the information contained herein is, or shall be, considered confidential.
- G. SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the Terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- H. LANDLORD-TENANT RELATIONSHIP:** Landlord and Tenant are not creating a joint venture or partnership by any of the provisions of this Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.
- I. PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.
- J. BROKERS:** There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.
- K. GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with

the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. MULTIPLE TENANT SIGNATORIES: In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to this Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

M. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids, and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties for the Premises. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant, and approved by the Miami-Dade County Board of County Commissioners.

N. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied or emailed document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

O. REPRESENTATION BY COUNSEL: The parties

hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

P. GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE: Tenant hereby agrees that it shall comply with Miami-Dade County's Resolution No. R-1054-16, to identify all single occupancy restrooms located in the Premises, and to replace any gender signage with gender neutral/gender inclusive signage on or near the opening of such single occupancy restrooms as depicted in Exhibit B, which exhibit is attached hereto, and incorporated herein by this reference.

**[THE REMAINDER OF THIS PAGE WAS
INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]**

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, and this Lease is therefore effective on the day and year first hereinabove written.

LANDLORD

MIAMI-DADE COUNTY,
A political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Name: Carlos A. Gimenez
Title: Mayor
Date: _____

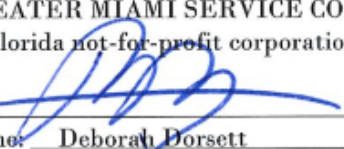
ATTEST:
HARVEY RUVIN, CLERK

By: _____

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

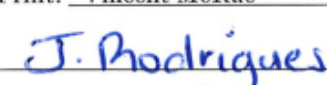
TENANT

GREATER MIAMI SERVICE CORPS,
A Florida not-for-profit corporation

By:  _____
Name: Deborah Dorsett
Title: Executive Director
Date: 08/24/2020

Witnesses:  _____

Print: Vincent McRae

 _____

Print: Jessica Rodrigues

EXHIBIT A
DIAGRAM OF PREMISES
1896 N.W. 21 Street, Miami, Florida
1888 N.W. 21 Street, Miami, Florida
1908 N.W. 21 Street, Miami, Florida
1897 N.W. 20 Street, Miami, Florida

**PEDRO J. GARCIA**
MIAMI-DADE PROPERTY APPRAISER

[HOME](#) [EXEMPTIONS & OTHER BENEFITS](#) [REAL ESTATE](#) [TANGIBLE PERSONAL PROPERTY](#) [PUBLIC RECORDS](#) [ONLINE TOOLS](#) [TAX ROLL ADMINISTRATION](#) [ABOUT US](#) [CONTACT US](#)



Address

Owner Name

Subdivision Name

Folio

SEARCH: 

PROPERTY INFORMATION 

Folio: 01-3127-043-0361

Sub-Division:
WALKERS SUB

Property Address
1896 NW 21 ST

Owner
MIAMI-DADE COUNTY
MIAMI DADE HOUSING AGENCY

Mailing Address
1401 NW 7 ST
MIAMI, FL 33125-3601

PA Primary Zone
6100 COMMERCIAL - NEIGHBORHOOD

Primary Land Use
8647 COUNTY : DADE COUNTY

Beds / Baths / Half 3 / 2 / 0

Floors 1

Living Units 2

Actual Area

Living Area

Adjusted Area 1,288 Sq.Ft

Lot Size 7,332 Sq.Ft

Year Built 1937





2019 Aerial Photography 60ft



PEDRO J. GARCIA
MIAMI-DADE PROPERTY APPRAISER

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Address
Owner Name
Subdivision Name
Folio

SEARCH:

PROPERTY INFORMATION ⓘ

Folio: 01-3127-043-0360

Sub-Division:
WALKERS SUB

Property Address
1888 NW 21 ST

Owner
MIAMI-DADE COUNTY
MIAMI DADE HOUSING AGENCY

Mailing Address
1401 NW 7 ST
MIAMI, FL 33125-3601

PA Primary Zone
6100 COMMERCIAL - NEIGHBORHOOD

Primary Land Use
8647 COUNTY : DADE COUNTY

Beds / Baths / Half 2 / 2 / 0

Floors 1

Living Units 1

Actual Area

Living Area

Adjusted Area 1,331 Sq.Ft

Lot Size 7,332 Sq.Ft

Year Built 1953

+
-






Zoom

Map View ▾
Layers ▾



2019 Aerial Photography
60ft



PEDRO J. GARCIA
MIAMI-DADE PROPERTY APPRAISER

HOME

EXEMPTIONS & OTHER BENEFITS

REAL ESTATE

TANGIBLE PERSONAL PROPERTY

PUBLIC RECORDS

ONLINE TOOLS

TAX ROLL ADMINISTRATION

ABOUT US

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Address

Owner Name

Subdivision Name

Folio

SEARCH:

1908 nw 21 st

Suite



PROPERTY INFORMATION ⓘ

Folio: 01-3127-043-0230

Sub-Division:

WALKERS SUB

Property Address

1908 NW 21 ST

Owner

MIAMI-DADE COUNTY
MIAMI DADE HOUSING AGENCY

Mailing Address

1401 NW 7 ST
MIAMI, FL 33125-3601

PA Primary Zone

7000 INDUSTRIAL - GENERAL

Primary Land Use

8647 COUNTY : DADE COUNTY

Beds / Baths / Half

3 / 3 / 0

Floors

1

Living Units

2

Actual Area

Living Area

Adjusted Area

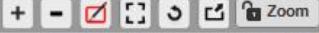
1,726 Sq.Ft

Lot Size

14,766 Sq.Ft

Year Built

1939



Map View ▾

Layers ▾



2019 Aerial Photography 60ft

LESS AND EXCEPT THE AREA LEASED TO THE CITY OF MIAMI AS SET FORTH IN SECTION 1 OF THE LEASE



PEDRO J. GARCIA
MIAMI-DADE PROPERTY APPRAISER

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[REAL ESTATE](#)
[TANGIBLE PERSONAL PROPERTY](#)
[PUBLIC RECORDS](#)
[ONLINE TOOLS](#)
[TAX ROLL ADMINISTRATION](#)
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[Address](#)
[Owner Name](#)
[Subdivision Name](#)
[Folio](#)

SEARCH:

PROPERTY INFORMATION ⓘ

Folio: 01-3127-043-0370

Sub-Division:
WALKERS SUB

Property Address
1897 NW 20 ST

Owner
MIAMI-DADE COUNTY
HUMAN SERVICES

Mailing Address
701 NW 1 ST CT 10TH FLR
MIAMI, FL 33136

PA Primary Zone
6100 COMMERCIAL - NEIGHBORHOOD

Primary Land Use
8647 COUNTY : DADE COUNTY

Beds / Baths / Half 0 / 0 / 0

Floors 1

Living Units 0

Actual Area

Living Area

Adjusted Area 8,074 Sq.Ft

Lot Size 6,864 Sq.Ft

Year Built Multiple (See Building Info.)



2019 Aerial Photography
60ft

LESS AND EXCEPT THE AREA LEASED TO THE CITY OF MIAMI AS SET FORTH IN SECTION 1 OF THE LEASE

EXHIBIT B
GENDER NEUTRAL SIGNAGE



EXHIBIT “C”

Lease Agreement between Miami-Dade County and the City of Miami, dated February 10, 2020

EXHIBIT “C”

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), is being entered into and made effective this 10th day of February, 2020 (“Effective Date”), between Miami-Dade County, a political subdivision of the State of Florida (“Landlord”), and the City of Miami, a municipal corporation of the State of Florida (“Tenant”), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of approximately two thousand eight hundred eighty two (2,882) square feet of air conditioned space, located at 1897 N.W. 20th Street, specifically the southside section, Miami, Florida 33142 (Folio No.: 01-3127-043-0370), as shown on the attached Exhibit A (“Premises”), for the initial term of five (5) years, so long as Tenant, at all times, remains in compliance with this Lease.

PART I BASIC LEASE PROVISIONS

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	City of Miami, a municipal corporation of the State of Florida
B. TENANT’S TRADE NAME:	Neighborhood Enhancement Team (NET)
C. LANDLORD:	Miami-Dade County, a political subdivision of the State of Florida
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	Internal Services Department Real Estate Development Division 111 N.W. First Street, Suite 2460 Miami, Florida 33128
E. PREMISES, ADDRESS, AND FOLIO NUMBER:	1897 N.W. 20 th Street, Miami, Florida 33142 consisting of approximately 2,882 square feet, (of the building’s 8,074 total square feet) on the southside section of the building. Folio Number: 01-3127-043-0370, as shown on the attached Exhibit “E”.
F. MAILING ADDRESS OF TENANT:	City of Miami/ Department of Real Estate and Asset Management 444 S.W. 2 nd Avenue, 3 rd Floor Miami, Florida 33130
G. INITIAL TERM:	The initial term of this Lease is for five (5) years.
H. EFFECTIVE DATE:	The “Effective Date” shall be on the day of execution of the Lease by all parties involved, which is conditioned upon approval by the City of Miami City Commission and the Miami-Dade County Board of Commissioners. The date on which this Lease becomes effective as provided herein is called the “Effective Date.”
I. OPTIONS TO RENEW:	Tenant shall have two (2) five (5) year options to renew this Lease in accordance with the terms contained herein, and such option to renew shall hereinafter be referred to as an “Option Period.”
J. ANNUAL BASE RENT:	\$1.00 annually beginning on the “Rent Commencement Date.”
K. MONTHLY RENT:	The Tenant shall pay the Landlord, beginning on the Rent Commencement Date, the annual amount of \$1.00 which shall be paid annually. The Annual Base Rent shall remained fixed for the term of the Lease, inclusive of the Option Period.
L. RENT COMMENCEMENT DATE	Commencement of the Annual Base Rent shall begin within ten (10) days of the Possession Date, as defined herein, and then be paid annually by the

	Tenant on the first anniversary date of the Possession Date each year during the Term of this Lease, inclusive of any Option Period.
M. POSSESSION DATE	Landlord shall deliver possession of the Lease Premises to Tenant and Tenant shall take possession thereof, subject to Force Majeure delays, upon execution of the Possession Date Certificate in the form of the certificate attached hereto as Exhibit "D," which is conditioned upon completion of the "Scope of Work," incorporated herein as Exhibit "C" and in accordance with the terms contained herein.
N. OPERATING EXPENSES:	Tenant, at its sole cost, shall provide cleaning services for the Premises. Tenant shall pay for all telephone and/or data related services 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 Premises will at all times be in a clean and sanitary condition and free from vermin.
O. RENT INCREASES:	N/A
P. POSSESSION DATE CERTIFICATE	Landlord and Tenant agree to execute a Possession Date Certificate in the form of the certificate attached hereto as Exhibit "D."
Q. RENT PAYMENT ADDRESS:	Internal Services Department, Real Estate Development Division 111 N.W. First Street, Suite 2460, Miami, Florida 33128 Attn: Accounts Receivable
R. SECURITY DEPOSIT:	N/A
S. PERMITTED USE:	Tenant shall utilize the Premises to operate the City of Miami Neighborhood Enhancement Team (NET) Office and provide related services, to help its residents, businesses, and property owners access city, county, and federal government services.
T. UTILITIES	All utility services for the Premises shall be placed in the name of Landlord, and shall be fully paid for by the Landlord, excluding, any telephone and data related services Tenant may require, which shall be placed in the name of and fully paid for by the Tenant.

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through T), along with Exhibit A through E all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II **TERMS AND CONDITIONS**

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

A portion of the building located at 1897 N.W. 20th Street, Miami, Florida, consisting of a total of approximately two thousand eight hundred and eighty two (2,882) square feet ("Premises"). The Premises is depicted on the attached diagram, marked, Exhibit "A" and incorporated herein by reference.

Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes. Landlord agrees that the Tenant shall be provided with six (6) assigned parking spaces at the parking lot adjacent to the west of the subject Premises, located at 1908 NW 21 ST Miami, FL 33142-7314, Folio: 01-3127-043-0230. From time to time, Tenant may use the remaining available parking spaces to accommodate staff and visitors to the Premises.

The Premises is being Leased without furniture, fixtures or equipment.

SECTION 2. ANNUAL BASE RENT: Tenant shall lease the Premises at and for the agreed upon amount of One Dollar and No Cents (\$1.00) per year. The Annual Base Rent is sometimes referred to herein as "Rent."

Tenant shall pay the initial payment of the Annual Base Rent within ten (10) days of the Possession Date. Tenant hereby agrees that it shall remit to Landlord all payments for the Annual Base Rent on or before the first anniversary of the Possession Date, throughout the Term, and during the Option Period, without demand, setoff or deduction at the Rent Payment Address, or mailing address of the Landlord listed in the Basic Lease Provisions as outlined on page one (1), or at such other place and to such other person, as Landlord may from time to time designate in writing.

SECTION 3. TERM: The term of this Lease shall commence on the Possession Date, and Landlord and Tenant agree

that this Lease is scheduled to terminate five (5) years thereafter (hereinafter "Expiration Date"). Landlord and Tenant shall execute a "Possession Date Certificate," identifying the Possession Date, Rent Commencement Date, and the Expiration Date of this Lease.

Further, either party, be it the Landlord through its County Mayor or his/her authorized designee, or the Tenant 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 ("Effective Cancellation Date"). Upon the Effective Cancellation Date, 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. This clause shall survive the termination or cancellation of this Lease.

This Lease shall terminate on the Expiration Date, or at the end of any extension or renewal thereof, as defined below, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given.

If Tenant shall be in possession of the Premises after the Expiration Date, then, in accordance with Section 5, Holdover, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be deemed to be in holdover, and on a month-to-month tenancy, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease.

SECTION 4. OPTION TO RENEW: Provided this Lease is not otherwise in default and subject to the provisions hereinafter set forth, the Tenant has the option to extend the Term of this Lease for two (2) additional five (5) year renewal periods, on the same terms, conditions, and provisions as contained in this Lease, upon the same terms

and conditions contained in the Lease provided the Tenant complies with the following condition:

- (a) The Tenant has delivered written notice of its request to extend the Lease three (3) months in advance of the expiration of the Current Term, but not earlier than six (6) months prior to the expiration of the Current Term.

SECTION 5. HOLDOVER: 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 Premises as a Tenant at sufferance. 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.

SECTION 6. OPERATING EXPENSES: Tenant, at its sole cost, shall provide cleaning services for the Premises. Tenant shall pay for all telephone services and/or data related 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.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant to operate the City of Miami Neighborhood Enhancement Team (NET) Office and related services, to help its residents, businesses, and property owners access city, county, and federal government services. The NET Office provides information on City of Miami services and programs (i.e., housing, economic development, social programs and public improvements). The NET Office also serves as a liaison between the City of Miami and its neighborhood and homeowner associations. Any violation of the agreed use, or any type of disturbance or interference with any other adjacent or nearby landowner or tenant, including any business and/or governmental entity, will be a violation of this Lease. Any violation related to the permitted use of the Premises, as described herein, will be grounds for termination of this Lease, and the Premises will transfer back to the Landlord, pursuant to Florida Statutes Section 125.38, and Miami-Dade County Resolution No.: R-461-13. Further, the Landlord shall retain the right at its sole option to terminate this Lease, or to pursue any other remedy at law or equity. Subject to the limitations and provisions as set forth in Section 768.28, Florida

Statutes, Tenant shall indemnify Landlord for any losses, damages, and/or injury caused by Tenant's violation of this Permitted Use clause.

SECTION 8. ASSIGNMENT: Except as expressly provided herein, Tenant shall neither mortgage, pledge, encumber, nor assign this Lease (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without the Landlord's prior written consent, which may not be reasonably withheld at Landlord's discretion. Further, the Tenant acknowledges and hereby agrees that any assignment and/or sublease must be to a governmental and/or a non-profit entity, and meeting the requirements of Section 125.38, Florida Statutes.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to equipment, furniture, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant. The provisions of this Section shall apply during the whole of the Term hereof, including the Option Period.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, if applicable, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense.

LANDLORD, AT LANDLORD'S SOLE EXPENSE, SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE CONSTRUCTION AND/OR OPERATIONS OF THE PREMISES.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Landlord's status thereunder:

The Landlord retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Premises or the operation thereof, or be liable for the same; and the Landlord shall not by virtue of this Lease be obligated to grant the Tenant any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

Notwithstanding and prevailing over any contrary provision in this Lease, or any Landlord covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including, but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Tenant, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County Commissioners, or the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable governmental agencies in the exercise of its police power; and, subject to the limitations and provisions as set forth in Section 768.28, Florida Statutes, the Landlord shall be released and held harmless, by the Tenant from and against

any liability, responsibility, claims, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Lease. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, or abandon, or vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than thirty (30) days (or such longer period upon prior written permission of Landlord), or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease and/or enter the Premises as the agent of Tenant, without being liable in any way therefore, and re-let the Premises with or without any furniture, fixtures, and equipment that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefore (without any compensation to Tenant) applying the same to the payment of Rent due by this Lease, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 13. COLLECTION AND LANDLORD'S EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements

incurred by either party in the event of any breach of this Lease.

SECTION 14. UTILITIES: Landlord is responsible for any and all charges for all utilities, including but not limited to electricity and water. The Tenant shall be responsible for the installation, maintenance, and cost associated with the telephone and/or data services, as applicable, consumed in and about the Premises, and for all licenses and permits for same.

SECTION 15. INTENTIONALLY OMITTED

SECTION 16. LANDLORD'S ACCESS: Landlord, and/or its employees, shall have the right to enter the Premises during all reasonable hours, and with reasonable prior notice (except in the event of emergency), and without materially interfering with the conduct of Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises is being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within four (4) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. CONDITION OF PREMISES: Tenant, at its sole costs and expense, shall be responsible for the installation of any and all phone lines and conduit for phone lines as well as cable television utility lines, for its own use, in and to the Premises.

SECTION 18. MAINTENANCE AND REPAIR: Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense any item or property in need of maintenance within the four (4) walls of the Premises. Tenant shall be responsible for keeping the Premises safe and free of any health hazard. Landlord shall be responsible for the maintenance, repair, and replacement of structural components of the building, including but not limited to floor slab, windows (including any damage

caused by leaks), roof, electrical system; plumbing within the space, restrooms; HVAC system; restroom fixtures and equipment; lighting systems.

In regards to the general maintenance and occupancy of the Premises, within the four walls of same, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish, and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, and/or tenants; (e) prevent any objectionable odors to emanate or to be dispelled from the Premises; (f) comply with and observe all rules and regulations established by the Landlord from time to time which to the Premises; and (g) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar organizations.

SECTION 19. LANDLORD RENOVATIONS: Landlord agrees to effect the renovation of the Premises in order to make the Premises more suitable for Tenant's business operations. Landlord shall complete the interior of the Premises to the extent stated in Exhibit "C" hereinafter. Any improvements within the Premises not specified herein, however required to comply with laws, ordinances, regulations, or codes of any legally constituted authority that may have authority over its use of the Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Premises shall be completed by Landlord and shall be at the Landlord's sole expense. In connection therewith and notwithstanding anything to the contrary in this Lease, Landlord will not require Tenant to restore any portion of the Premises to its condition prior to such Buildout.

Landlord understands and agrees to procure any and all construction and any and all trades services in strict compliance with Section 255.20, Florida Statutes.

TENANT HEREBY AGREES THAT IT SHALL NOT MAKE, OR CAUSE TO BE MADE, WITHOUT LANDLORD'S PRIOR WRITTEN APPROVAL, ANY CONSTRUCTION, ALTERATION, ADDITIONS, AND/OR STRUCTURAL MODIFICATIONS TO THE PREMISES.

Tenant and/or its employees, shall have the right to enter the Premises during all reasonable hours, in coordination with Landlord, to examine the construction, alterations, additions, and/or structural improvements of the Premises, as may be underway. Prior to commencing with construction the Landlord covenants and agrees to obtain all necessary permits, licenses, and approvals as required by the Landlord's Internal Services Department, Community Action and Human Services Department, Regulatory and Economic Resources Department, the State of Florida, local Fire Department and any local municipality as applicable, and that all alterations and improvements shall be in conformance with all applicable laws, including Section 255.05 of the Florida Statutes. All additions, fixtures, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or structural improvements, the Landlord shall promptly deliver a copy of its Certificate of Occupancy to the Tenant, and in no event later than ten (10) days following Landlord's receipt thereof.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor shall be approved and selected by Landlord prior to the commencement of any work in the Premises.

Landlord shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by its contractor on or about the Premises, and shall obtain and deliver to Tenant "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Landlord stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

Landlord acknowledges and agrees that any improvements to the Premises, and as a result of such improvements it is determined by a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Landlord shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all

Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (fixtures) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises, in accordance with the terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS: Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain, and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, employees, licensees, and/or the Premises.

SECTION 21. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor in possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor in possession shall be permitted or effective unless:

(i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally staff and operate the Premises in strict compliance with all provisions of this Lease; and

(ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and

(iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case; and (iv) the assignment must be to a governmental entity or to a not-for-profit entity in accordance with Section 125.38, Florida Statutes. No assignment of this Lease by the trustee or debtor in possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii), and

(iv) of the preceding paragraph and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor in possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Rent, Operating Expenses, along with other charges specified in this Lease to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the

Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon in the event of a bankruptcy. Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title, or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain an order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord.

SECTION 22. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 23. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 24. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence

of this contract and this applies to all terms and conditions contained herein.

SECTION 25. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord: Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with a copy to: Community Action and Human
Services Department
701 N.W. First Court, 11th Floor
Miami, Florida 33136
Attention: Director

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

To Tenant: The City of Miami
Department of Real Estate and
Asset Management
444 S.W. 2nd Avenue, 3rd Floor
Miami, Florida 33130
Attention: Director

with a copy to: City of Miami
NET Administration
151 NW 27th Ave
Miami, FL 33125
Attention: NET Director

with a copy to: Office of the City Attorney
City of Miami
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130
Attention: City Attorney

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed

served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 26. NUISANCE AND WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense that it operates in a manner such that any odors, smells, or noise emanating from its use of the Premises does not impact neighboring properties, or other Tenants in the building. These remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord, or which may be a nuisance, annoyance, inconvenience, or damage to other Tenants in the building, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other signage outside the Premises or any odors (e.g., smoking) from visitors of Tenant.

SECTION 27. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 28. INDEMNIFICATION AND INSURANCE: Tenant operates a self-insured program for general liability, automobile liability, and workers' compensation in accordance and subject to the limitations as set forth in Section 768.28 of the Florida Statutes. Tenant shall provide Landlord with a certificate of self-insurance routinely issued by Tenant's Risk manager as Tenant is a self-insured Florida municipal corporation. Subject to the limitations and provisions as set forth in Section 768.28, Florida Statutes,

SECTION 29. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work, excluding items stated in Exhibit "C" hereinafter, or any

improvements within the Premises not specified herein, however required to comply with laws, ordinances, regulations or codes of any legally constituted authority that may have authority over its use of the Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Premises, Tenant Improvements, done on the Premises by order of Tenant shall be considered Additional Rent due.

SECTION 30. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this Section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Subject to the limitations and provisions as set forth in Section 768.28, Florida Statutes, Tenant hereby indemnifies and holds harmless the Landlord, and Landlord's employees, assigns, vendors, contractors, against claims, causes of action, liability or loss, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. The Tenant agrees that the Director of the Regulatory and Environmental Resources Department, Division of Environmental Resources Management of Miami-Dade County, may also enforce the requirements of this Section.

SECTION 31. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have at the time of the execution of this Lease, shall be maintained in any and all lawful form. To the extent that the Tenant possesses a corporate or other legal business status, Tenant shall maintain such legal business status as active and current with the appropriate state authorities, and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default and cancel this Lease. Further, at all times during the duration of this Lease the Tenant shall maintain its not-for-profit status with the State of Florida, and any failure to do so, shall be an event of default.

SECTION 32. REPRESENTATIONS/WARRANTIES: The Tenant, as a corporation, limited liability company, or a partnership, acknowledges and hereby agrees that the party and the persons executing the Lease on its behalf, represent and warrant that the individuals executing this Lease on behalf of the Tenant are duly authorized to execute and deliver the Lease on the Tenant's behalf in accordance with the Tenant's organizational documents, and that this Lease is binding upon it in accordance with its terms. Further,

each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as a government entity, or as an active corporation, limited liability company, or partnership, as the case may be, at any time during the Term, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, terminate this Lease by written notice to the other party, upon thirty (30) days' notice.

SECTION 33. RIGHT TO A JURY TRIAL: LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COST OF SUIT, INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND OTHER EXPENSES AT TRIAL AND ON ANY APPEAL.

SECTION 34. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord or Landlord's lender,

if any, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Landlord's form within ten (10) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

SECTION 35. FINANCING AGREEMENTS: The Tenant hereby acknowledges and agrees that it shall not enter into, execute or deliver any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, without the Landlord's prior written consent to do so. Further, the Tenant further agrees that any financing agreement, arrangement, mortgage, encumbrance, and/or lien upon the Premises, and/or the Tenant's leasehold interest in the Premises, which might be approved by the Landlord cannot be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 36. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, or any part thereof, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond, or otherwise as allowed by law, within seven (7) calendar days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such seven (7) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) calendar days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, subject to the limitations and provisions as set forth in Section 768.28, Florida Statutes, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

SECTION 37. DAMAGE, DESTRUCTION, CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN: The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), either party may terminate this Lease by giving the other party thirty (30) calendar days' advanced written notice, and this Lease shall terminate, and the Landlord shall have no obligation to rebuild or repair the Premises. If the Premises is not rendered untenantable, either party hereto may cancel this Lease by written notice, which cancellation shall be effective upon the receipt of such notice.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises.

If this Lease is not terminated, Tenant shall have the option to repair the Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for the interior contents of the Premises, as well as replacing or restoring all of Tenant's personal furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protect the Premises, along with its furniture, fixtures, and equipment therein, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect that Tenant's furniture, fixtures and equipment.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) calendar days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent, maintain the Premises, and pay all expenses in

proportion to the square footage of the Premises which remains tenantable after a Taking, and the Rent shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong to Landlord and Tenant as their respective rights might appear. Provided, however, that Landlord is not entitled to any award specifically made to Tenant for the taking of Tenant's fixtures, furniture, or leasehold improvements.

SECTION 38. RETURNED CHECK FEES: Intentionally Deleted.

SECTION 39. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or other sums due hereunder, or to (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease, or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord. Further, in the event of a default, the Tenant acknowledges and agrees that in addition to the Landlord's rights pursuant to Section 40, Termination by Landlord, the Landlord shall have the following rights:

In the event of any default by Tenant remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately perform any and/or all of the following: (1) without terminating this Lease, cure Tenant's default, including, but not limited to, making any and all maintenance and repairs, at Tenant's cost and expense, and/or (2) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or otherwise, without being liable for any prosecution or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit; (3) terminate this Lease upon written notice to Tenant, and thereafter relet the Premises or any part or parts thereof; and/or (4) terminate this Lease upon written notice to Tenant; and/or (5) exercise any other remedies otherwise available to Landlord provided herein, or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All

rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and also to fulfill all other covenants and/or obligations required by this Lease, at the time and in the manner provided herein. The Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, but will nonetheless use commercially reasonable good faith efforts to mitigate damages. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

Should Tenant fail to occupy, or elect to vacate, or abandon the Premises at any time during the Term of this Lease, Landlord shall be permitted to immediately take possession of the Premises.

Upon any default, and after the expiration of any cure period, as described in this Lease, the Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property; second, toward the payment of any indebtedness, including (without limitation) indebtedness for Rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so

long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

The Tenant further acknowledges and agrees that should the Landlord elect to terminate, or otherwise cancel, this Lease due to any breach by the Tenant, the Tenant shall not be entitled to any type of compensation or reimbursement for any improvements made to the Premises by the Tenant, and/or for the value of the remaining Term.

SECTION 40. TERMINATION BY LANDLORD: In addition to the Landlord's rights pursuant to Section 7 and 39 above, the occurrence of any of the following shall cause this Lease to be terminated by the Landlord upon the terms and conditions also set forth below:

A. Automatic Termination:

- 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
- 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
- 3) Assignment by Tenant for the benefit of creditors.
- 4) Failure of Tenant to maintain its not-for-profit tax status.

B. Termination after ten (10) calendar days from receipt by Tenant of written notice by Certified Mail sent to Tenant for any of the following:

- 1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the thirty (30) calendar day period from date of the written notice.
- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) business day period from date of written notice.

C. Termination after thirty (30) calendar days from receipt by Tenant of written notice by Certified Mail sent to the Tenant for the following:

- 1) Non-performance of any covenant of this Lease other than non-payment of Rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the thirty (30) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.

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.

SECTION 41. EARLY TERMINATION BY TENANT Tenant shall have the option to terminate this Lease at any time by giving the Landlord one hundred eighty (180) days written notice or the Landlord fails to complete the Scope of Work and Tenant Improvements within twelve months of the "Effective Date" of the Lease Agreement.

SECTION 42. EARLY TERMINATION BY LANDLORD:

Landlord shall have the right to terminate this Lease at any time by giving the Tenant one hundred eighty (180) days written notice. Should Landlord elect to cancel or otherwise terminate this Lease (through no fault or breach by Tenant) within the initial Term, then it shall reimburse the Tenant for the unamortized portion of the improvements, including but not limited to, any capital improvements, renovations, additions, plumbing and electrical installation, furnishings, and related expenses thereto, made to the Premises. Tenant shall provide written documentation of potentially all expenses to be reimbursed by the Landlord, immediately upon the completion of such improvements. The Tenant shall provide the Landlord with documents relating to the cost of the improvements, which expenses shall be verified by review and/or audit by the Landlord.

SECTION 43. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall, at the expiration or other termination of this Lease, remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Premises, (including, without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). All other improvements made by Tenant to the Premises shall remain in exchange for mutually agreed upon sum. All electrical connections

from Tenant's sign(s) shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove personal property items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owed to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of its personal property items located on, in or outside the Premises, and Landlord shall be entitled to exercise any and all rights as Landlord against such property in order to satisfy all such obligations. Furthermore, Tenant also agrees to repair any damage caused to the Premises by the removal of its personal property. Anything attached to the Premises by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g., cabling or wiring), shall not be removed without Landlord's written prior consent. Any removal of such items without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such items as new, as Additional Rent due.

SECTION 44. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a state or county holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on or before the last business day prior to such weekend day or state or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, including all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's personal property from the Premises, Landlord is hereby, as described otherwise in this Lease, authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the personal property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the personal property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 45. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises, or lack thereof, or in the building of which the Premises may be part, is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 46. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the Term of the lease, without hindrance or molestation by Landlord.

SECTION 47. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory Rules and Regulations for the Premises, including, but not limited to, the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, banners, or advertising devices on, in, or about the windows, doors, lobby, hallway, and/or gate of the building in which the Premises is located, other than as specifically permitted in this Lease.

b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.

c) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises, and shall immediately process its claim through its insurance carrier.

d) Tenant shall immediately notify the Landlord of any incident in which someone is seriously injured or dies on or about the Premises, irrespective of the cause of injury or death. For the purposes of this Section, serious injury is any injury that results in hospitalization, wound care, and/or surgery.

e) No radio, television, heater, fan, refrigerator, fiber-optic cable, satellite dish or other electrical device shall be installed without obtaining in each instance, the written consent of Landlord. No antenna or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any antenna or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.

f) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside or outside of the Premises, if such damage was caused by the Tenant, or any of its employees, guests, vendors, and/or agents.

g) The Landlord shall be responsible for the timely maintenance and the general upkeep of the Premises.

Tenant agrees that Landlord may from time to time suspend, amend or supplement the foregoing rules and regulations, and may adopt additional reasonable rules and regulations applicable to the Premises. Notice of such rules

and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 48. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) calendar days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 49. AIR QUALITY; RADON GAS; MOLD: Tenant is hereby made aware of the following: Radon Gas 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 Gas, and Radon testing, may be obtained from the county public health unit. 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.

Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises. Therefore, prior to the possession of the Premises, Landlord, at Landlord's expense, shall treat and eradicate any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. Subject to the limitations and provisions as set forth in Section 768.28, Florida Statutes, pursuant to the Scope of Work as set forth in Schedule "C".

SECTION 50. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 51. DISPLAY RESTRICTIONS: Tenant will display and maintain the Premises in a first class manner at all times. Tenant cannot display any items, signs, or merchandise outside the Premises promoting its business, or for sale including, but not limited to, the front door, in the lobby and along the sidewalk(s) of the Premises, without the Landlord's prior written consent.

SECTION 52. SIGNAGE/ADVERTISING: All signs are to be constructed at the Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises.

The following signs are prohibited:

(1) flashing lights or animated signs, (2) audible devices and temperature signs, (3) all Styrofoam, plastic, foam and wood signs, (4) all paper signs and banners of any kind (unless professionally prepared), (5) no flood lights, flags, pennants or signs held by ropes, (6) no window signage, and (7) balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

SECTION 53. NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 54. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the use of other areas of the overall property, commonly known as the Allapattah Community Resource Center, in common with other tenants, including, but not limited to the parking areas and common areas within the building that the Premises is located. Landlord agrees that the Tenant will have full access and use of six (6) assigned parking spaces at the parking lot lying directly across the street to the west of the subject property located at 1908 NW 21 ST Miami, FL 33142-7314, Folio: 01-3127-043-0230.

SECTION 55. TENANT'S TAXES AND ASSESSMENTS: Tenant is exempt from any applicable sales tax, tax on rent, and any other charges, taxes and/or impositions now in existence or hereafter imposed.

SECTION 56. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 57. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply promptly with all applicable current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over its use of the Premises, including any ordinances or requirements for handicapped access leased to, from, or inside of the Premises. Except in instances in which the Tenant has made improvements to the Premises, The Landlord shall be responsible for upgrading the Premises for any code upgrades that may be currently enacted or enacted in the future. Regarding any improvements to the Premises by the Tenant, the Tenant acknowledges and agrees that it will comply with the terms and conditions of the federal Americans with Disabilities Act ("ADA"), along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for any improvements or upgrades made by the Tenant to the Premises, including if any such improvements were made to any access leading to or from the Premises.

SECTION 58. SECURITY: Tenant acknowledges and agrees that Tenant assumes any and all responsibility and liability for the security of its employees, guests, invitees, as well as for any and all of the Tenant's personal property, including, but not limited to, furniture, fixtures, and equipment within or about the Premises. Tenant, at its option, may enlist its own security personnel, and install its own security devices within or about the Premises.

SECTION 59. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 60. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than fifteen (15) business days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the building. If such an estoppel is not executed within this fifteen (15) business day period, in addition to other default remedies provided herein, Tenant shall pay Landlord an amount equal to Ten (\$10.00) Dollars per day for each day of delay.

SECTION 61. NON-DISCRIMINATION: The Tenant for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

- A. In the use of Premises, Tenant will comply with Resolution No. 9601 dated March 24, 1964, which states that as a matter of policy, there shall be no discrimination based on race, color, creed, gender, or national origin, and Resolution No. 85-92 dated January 21, 1992, which states that there shall be no discrimination on the basis of disability in connection with any of the Landlord's property or facilities operated or maintained under lease agreements, license, or other agreement from Miami-Dade County or its agencies. No person, on the grounds of race, religion, ancestry, sex, age, color, gender, pregnancy, national origin, disability or physical handicap, marital status, familial

status, gender identity, gender expression, or sexual orientation shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

- B. In the construction of any improvements to the Premises, and in the furnishings of services thereon, no person on the grounds of race, sex, age, gender, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.
- C. Tenant agrees, in accordance with Section 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, age, national origin, sex, disability, marital status, familial status, pregnancy, sexual orientation, gender identity or gender expression, or perceived or actual status of domestic violence, dating or stalking.
- D. Pursuant to Ordinance No. 14-65, in the use of single occupancy restroom, Tenant shall afford access to all persons regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. Notwithstanding the foregoing, access to a single occupancy restroom located in a secured building, facility or area of such building or facility that is not generally opened to the public may be denied for security or other nondiscriminatory reasons. Tenant shall ensure to comply with Resolution No. R-1054-16, Gender Neutral Signage, as incorporated herein as Exhibit B.

SECTION 62. MISCELLANEOUS:

- A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.
- B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or

other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. COUNTERPARTS: This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be.

E. RECORDING: The parties hereto agree not to record this Lease, except for the Landlord filing this lease with the Clerk of the Board, Miami Dade County, Florida.

F. CONFIDENTIALITY: Landlord and Tenant acknowledge and agree that because the Landlord and Tenant are governmental entities, any and all information pertaining to this Lease is subject to be disclose to others, and therefore none of the information contained herein is, or shall be, considered confidential and is subject to Florida Public Records Law pursuant to Chapter 119 of the Florida Statutes. Landlord and Tenant hereby agree to comply with any and all maintenance of public records and applicable requirements related to this Lease, and all aspects of Chapter 119, Florida Statutes.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the

benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. BROKERS: There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids, and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties for the Premises. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant, and approved by the Miami-Dade County Board of County Commissioners and, if necessary, the City of Miami Commission.

M. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.

N. REPRESENTATION BY COUNSEL: The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

**[THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK]**

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and Tenant has caused this Lease to be executed by its duly authorized representative, and this Lease is therefore effective on the day and year first hereinabove written.

LANDLORD

MIAMI-DADE COUNTY,
A political subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Name: CARLOS R. GIMENEZ
Title: MAYOR
Date: 2-06-2020

ATTEST:

HARVEY RUVIN, CLERK

By: [Signature]

Approved by the County Attorney as
to form and legal sufficiency. MBV



TENANT

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

By: [Signature]
Emilio T. Gonzalez,
City Manager

ATTEST

[Signature]
Todd B. Hannon
City Clerk

Witness
Print: Monique Finlay

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

[Signature]
Victoria Méndez,
City Attorney 18-2656

Witness
Print: Sandra Gilbert

APPROVED AS TO INSURANCE
REQUIREMENTS

[Signature]
Anna-Marie Sharpe,
Director of Risk Management

EXHIBIT A
DIAGRAM OF PREMISES

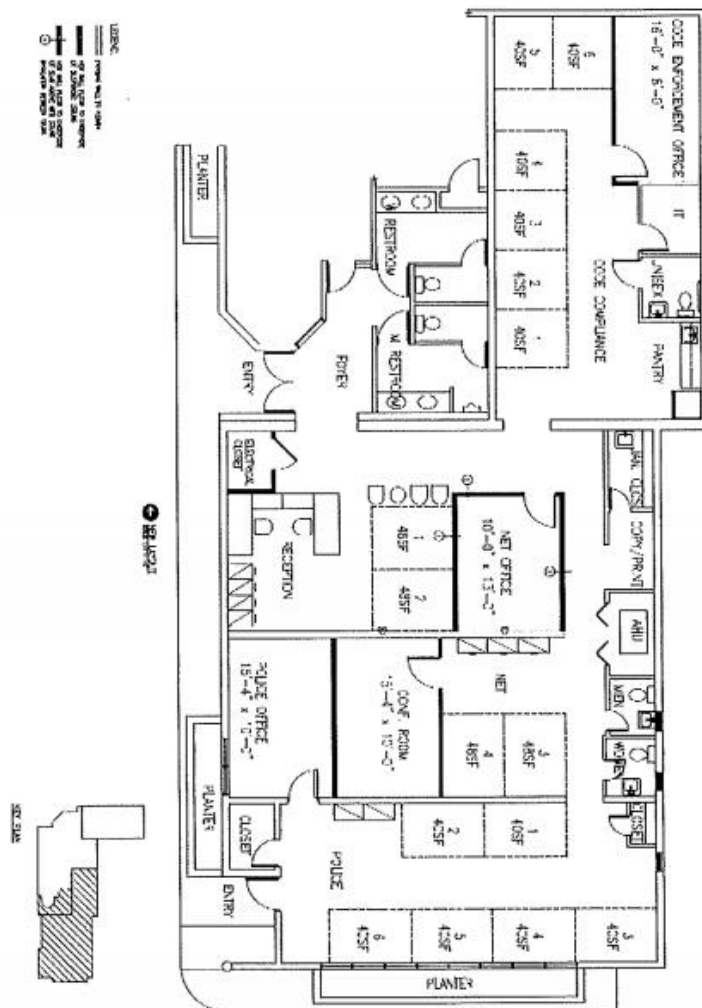


Exhibit B
Gender Neutral Signage

EXHIBIT B
GENDER NEUTRAL SIGNAGE

MEMORANDUM

Agenda Item No. 11(A)(17)

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

DATE: November 1, 2016

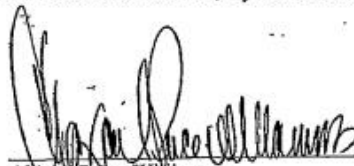
FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution directing the County
Mayor and the Public Health
Trust to identify all single
occupancy restrooms located in
buildings and facilities that are
owned, operated or leased by
the County and the Public
Health Trust and to replace any
gender signage with gender
neutral/gender inclusive
signage on or near the opening
of such single occupancy
restrooms

Resolution No. R-1054-16

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 10-13-16 Economic Prosperity Committee. This substitute differs from the original in that it: (1) clarifies that the signage to be placed on each single occupancy restroom must be both gender neutral and gender inclusive, which shall be subject to funding availability; (2) provides a substitute Exhibit "B" and a new Exhibit "D" depicting revised signage; (3) adds language that clarifies that all persons shall be afforded access to a single occupancy restrooms based on availability and regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation; and requires the joint report to identify any funding that may be needed to accomplish the purposes of the resolution.

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


Abigail Price-Williams
County Attorney

APW/smm

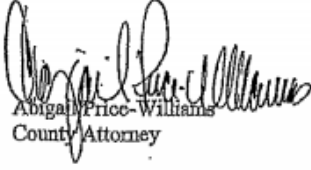


MEMORANDUM

(Revised)

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

DATE: November 1, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(17)

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
- ☐ Statement of social equity 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)(17)
11-1-16

RESOLUTION NO. R-1054-16

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO (1) IDENTIFY ALL SINGLE OCCUPANCY RESTROOMS LOCATED IN BUILDINGS AND FACILITIES THAT ARE OWNED, OPERATED OR LEASED BY THE COUNTY AND THE PUBLIC HEALTH TRUST AND TO REPLACE ANY GENDER SIGNAGE WITH GENDER NEUTRAL/GENDER INCLUSIVE SIGNAGE ON OR NEAR THE OPENING OF SUCH SINGLE OCCUPANCY RESTROOMS; (2) TAKE APPROPRIATE STEPS TO ENSURE THAT COUNTY AND PUBLIC HEALTH TRUST EMPLOYEES ARE MADE AWARE OF THIS RESOLUTION, TO INCLUDE A PROVISION IN ALL COUNTY AND PUBLIC HEALTH TRUST FUTURE LEASES AND AGREEMENTS TO REQUIRE TENANTS TO COMPLY WITH THIS RESOLUTION, AND TO ENSURE THAT ALL PERSONS ARE AFFORDED ACCESS TO SUCH SINGLE OCCUPANCY RESTROOMS BASED ON AVAILABILITY UNLESS SUCH DENIAL IS BASED ON SECURITY OR OTHER NONDISCRIMINATORY REASONS; AND FURTHER DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE AND THE PUBLIC HEALTH TRUST TO PROVIDE A JOINT REPORT

WHEREAS, it is a paramount duty of Miami-Dade County to ensure that all residents and visitors have safe access to public services, including restrooms; and

WHEREAS, gender-segregated restrooms may impede the ability of some residents or visitors to access public restrooms by creating uncomfortable and unsafe spaces, thereby denying them full access to public life; and

WHEREAS, for instance, people with disabilities and the elderly are not able to bring their attendants or family members of a different gender into many gender-segregated multi-stall restrooms; and

WHEREAS, transgender and gender non-conforming individuals also report having been harassed or assaulted in gender-segregated multi-stall restrooms; and

WHEREAS, gender-segregated restrooms also have been sites of sexual orientation-based intimidation, harassment, and assault; and

WHEREAS, gender-neutral >>gender inclusive<<¹ restrooms promote diversity and foster an environment that acknowledges, appreciates, respects, and creates equal opportunity for our diverse community; and

WHEREAS, cities, such as Miami Beach, San Francisco, Philadelphia, Seattle, Washington, D.C., West Hollywood, California, and Austin, Texas, have passed measures related to gender-neutral >>gender inclusive<< restrooms in public and private facilities; and

WHEREAS, further, more than 150 colleges and universities across the country have instituted similar measures; and

WHEREAS, this Board upholds the value of inclusion and a commitment to diversity and non-discrimination; and

WHEREAS, this Board acknowledges that it has a responsibility to expand access to gender neutral >>gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust; and

WHEREAS, this Board believes that gender-neutral >>gender inclusive<< restrooms in in buildings and facilities owned, operated or leased by the County and the Public Health Trust should provide County and Public Health Trust employees and the general public with safe access; and

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

WHEREAS, this Board wishes to have all single occupancy restrooms be identified as gender-neutral >>/gender inclusive<< restrooms in buildings and facilities owned, operated or leased by the County and the Public Health Trust,

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

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

Section 2. This Board directs the County Mayor or the County Mayor's designee and the Public Health Trust (1) to identify all single occupancy restrooms located in buildings and facilities owned, operated, or leased by the County and the Public Health Trust; (2) to determine if the signage identifying such single occupancy restrooms is gender neutral >>/gender inclusive<<; and (3) if such signage is not gender neutral >>/gender inclusive<<, to replace such signage >>subject to funding availability<< with gender neutral >>/gender inclusive<< signage on or near the opening of such single occupancy restrooms, in substantially the forms depicted in Exhibits "A," "B," [[and]] "C," >>and "D."<< which are attached hereto and incorporated herein by reference. For purposes of this resolution the term "single occupancy restrooms" shall mean any restroom with a locking door intended to serve only one occupant at a time.

Section 3. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to take appropriate steps to ensure that all County and Public Health Trust employees are made aware of this resolution.

Section 4. This Board further directs the County Mayor or the County Mayor's designee and the Public Health Trust to include a provision in all future leases and agreements requiring tenants occupying County-owned or Public Health Trust buildings or facilities to comply with the requirements of this resolution.

Section 5. The County Mayor or the County Mayor's designee and the Public Health Trust shall further take steps to ensure that ~~[[no-person-is-denied-access]]~~ >>all persons are afforded << access to such single occupancy restrooms >>based on availability and << regardless of their race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, status as a victim of domestic violence, dating violence or stalking, familial status, gender identity, gender expression, or sexual orientation. Notwithstanding the foregoing, access to a single occupancy restroom located in a secured building, facility or area of such building or facility that is not generally opened to the public may be denied for security or other nondiscriminatory reasons.

Section 6. The County Mayor or the County Mayor's designee and the Public Health Trust shall provide a joint report to this Board regarding the steps taken to comply with this resolution. >>The joint report shall also identify any funding that may be needed to accomplish the purposes of this resolution. << The County Mayor or County Mayor's designee and the Public Health Trust shall provide the joint report to this Board within 90 days of the effective date of this resolution and shall place the completed report on an agenda of the Board pursuant to Ordinance No. 14-65.

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

Jean Monestime, Chairman	aye		
Esteban L. Bovo, Jr., Vice Chairman	aye		
Bruno A. Barreiro	absent	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	absent
Dennis C. Moss	absent	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 1st day of November, 2016. 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

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "T. Smith", is written over a horizontal line.

Terrence A. Smith

EXHIBIT "A"



EXHIBIT "B"



EXHIBIT "C"



EXHIBIT "D"



EXHIBIT "C"
SCHEDULE OF SCOPE OF WORK - LEASEHOLD IMPROVEMENTS

1. REMOVE ALL EXISTING CEILING TILES AND GRID
2. REMOVE ALL EXISTING LIGHT FIXTURES
3. PROVIDE AND INSTALL NEW CEILING GRID AND TILES AT 8'-4" A.F.F. THROUGHOUT
4. PROVIDE AND INSTALL NEW HVAC UNIT(S), DUCT WORK AND SUPPLY/RETURN GRILLS TO ADEQUATELY COOL/HEAT THE PREMISES
5. PROVIDE AND INSTALL NEW LED LIGHT FIXTURES THROUGHOUT TO INSURE ADEQUATE LIGHT LEVELS FOR OFFICE SPACES (500 LUX/LUMENS/M2)
6. REMOVE ALL EXISTING FLOORING THROUGHOUT THE AREA OF WORK. PATCH/REPAIR EXISTING SLAB AND PROVIDE A 1/4" THICK SELF LEVELING CONCRETE TOPPING WITH MECHANICAL POLISH FINISH.
7. REMOVE ALL ABANDONED VOICE/DATA CABLING THROUGHOUT
8. ALL ELECTRICAL DEVICES SHALL BE IN COMPLIANCE TO FEDERAL, STATE AND LOCAL CODES.
9. PROVIDE AND INSTALL ALL REQUIRED FIRE SAFETY DEVICES TO COMPLY WITH ALL APPLICABLE CODES.
10. PROVIDE AND INSTALL REPLACEMENT FOR ALL FIXTURES IN THE 3 TOILET ROOMS IN THE AREA OF WORK. (3) SINKS (3) TOILETS, (1) SET GRAB BARS, PLUS ALL ACCESORIES.
11. REMOVE AND DISCARD EXISTING MILLWORK COUNTERS
12. PROVIDE AND INSTALL NEW VINYL BASE THROUGHOUT
13. DOORS TO REMAIN AT EXISTING LOCATIONS TO BE REPLACED WITH NEW DOORS AND HARDWARE.
14. PROVIDE AND INSTALL NEW WINDOW TREATMENT THROUGHOUT
15. CONDUCT MOLD REMEDIATION AND AIR QUALITY TESTING
16. PROVIDE ASBESTOS TESTING AND ABATEMENT IF REQUIRED
17. PROVIDE TERMITE TESTING AND TENTING IF REQUIRED
18. DRYWALL PARTITIONS FLOOR TO CEILING
19. DEMOLITION OF WALLS PURSUANT TO ALLAPPATTAH NET OFFICE LAYOUT
20. RAISING OF WALLS PURSUANT TO ALLAPPATTAH NET OFFICE LAYOUT
21. CONDUCT AND SECURE 40 YEAR CERTIFICATION.
22. SECURE CERTIFICATE OF OCCUPANCY

EXHIBIT "D"
POSSESSION DATE CERTIFICATE

This Possession Date Certificate is entered into by Landlord and Tenant pursuant to Section "M" of the Lease (as hereinafter defined). Capitalized terms not defined herein shall have the meanings provided in the Lease.

1) Definitions. In this certificate the following terms have the meanings given below:

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

Landlord: MIAMI-DADE COUNTY, A political subdivision of the State of Florida

Lease: Lease dated as of __/__/__ between City and Landlord.

Subject Property: 1897 N.W. 20th Street, Miami, Florida 33142 consisting of approximately 2,882 square feet, (of the building's 8,074 total square feet) on the south side section of the building.

Folio Number: 01-3127-043-0370, as legally described and identified in Exhibit __E__ attached to the Lease.

2) Confirmation of Possession Date:

Landlord and Tenant confirm that the Possession Date of the Lease is __/__/__.

Landlord and Tenant confirm that the Rent Commencement Date of the Lease is __/__/__.

Landlord and Tenant confirm that the expiration date of the Initial Term is __/__/__.

3) Acceptance of the Subject Property: Tenant accepted the Subject Property on __/__/__.

Landlord and Tenant have executed this Possession Date Certificate as of the dates set forth below:

LANDLORD:
MIAMI-DADE COUNTY

TENANT
CITY OF MIAMI

NAME:
TITLE:

NAME:
TITLE:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/2/2019

Property Information	
Folio:	01-3127-043-0370
Property Address:	1897 NW 20 ST Miami, FL 33142-7431
Owner	MIAMI-DADE COUNTY HUMAN SERVICES
Mailing Address	701 NW 1 ST CT 10TH FLR MIAMI, FL 33136 USA
PA Primary Zone	6100 COMMERCIAL - NEIGHBORHOOD
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	8,074 Sq.Ft
Lot Size	6,864 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2018	2017	2016
Land Value	\$411,840	\$240,240	\$137,280
Building Value	\$557,745	\$562,877	\$540,961
XF Value	\$12,933	\$13,053	\$13,254
Market Value	\$982,518	\$816,170	\$691,495
Assessed Value	\$817,451	\$743,138	\$675,580

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$165,067	\$73,032	\$15,915
County	Exemption	\$817,451	\$743,138	\$675,580
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
WALKERS SUB PB 3-42	
PARC NO 1 AKA LOT 7 LESS S10FT	
TO CITY & LESS EXT AREA OF CURVE	
IN SW COR FOR RWBLK 4	
LOT SIZE 52 X 132	



Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$817,451	\$743,138	\$675,580
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$982,518	\$816,170	\$691,495
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$817,451	\$743,138	\$675,580
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$817,451	\$743,138	\$675,580
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
07/01/1972	\$20,000	00000-00000	Sales which are qualified

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

Version:

<https://www8.miamidade.gov/Apps/PA/propertysearch/>

5/2/2019