
INQ 16-156 Sosa

From: Centorino, Joseph (COE)

Sent: Tuesday, June 14, 2016 9:04 AM

To: Fernandez, Alejandro J. (DIST6) <ALEJANDRO@miamidade.gov>; Aguirre, Betty (DIST6) <BETTYA@miamidade.gov>; Castro, Vivian (DIST6) <vcastro@miamidade.gov>

Cc: Turay, Radia (COE) <Radia.Turay@miamidade.gov>; Perez, Martha D. (COE) <perezmd@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <GDIAZGR@miamidade.gov>

Subject: INQ 16-156 Commissioner Rebeca Sosa, MDCC Dist. 6 Re: EPC item 21 (161332) (Voting Conflict)

Mr. Fernandez:

You have inquired on behalf of Miami-Dade County Commissioner Rebeca Sosa, District 6, regarding whether Commissioner Sosa has a voting conflict of interest under Section 2-11.1(d) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance in voting on or otherwise participating in EPC Item 21 (161332), which authorized the execution the County Mayor or his designee of a lease between the School Board of Miami-Dade County and the County for the Floral Heights Elementary School facility for \$1.00 per year, as well as a sublease between the County and Neighbors and Neighbors Association, Inc., a Florida not-for-profit organization, for the purpose of providing for a Community Services Center at that location. The question is asked in light of Commissioner Sosa's full-time employment by the Miami-Dade County Public Schools as Curriculum/Program Facilitator at the Lindsey Hopkins Technical Center. It is my understanding that Commissioner Sosa has no employment or other business or personal relationship with Neighbors and Neighbors Association, Inc.

Since the Miami-Dade County Public Schools, which is entering into a lease of one of its schools with the County, is a governmental agency that has not been deemed to create a prohibited relationship under Section 2-11.1(d) of the County Ethics Code, and because Commissioner Sosa has no relationship with the not-for-profit entity that will be establishing a Community Center at that location, there is no prohibited conflict of interest relationship created under Section 2-11.19d) of the Code. Since Commissioner Sosa will not profit or be enhanced, directly or indirectly, by the action on this item, she has no voting conflict of interest and may vote on and participate in discussing the issue when it comes before the County Commission.

Sincerely,

Joe Centorino

Joseph M. Centorino

Executive Director and General Counsel

Miami-Dade Commission on Ethics and Public Trust

19 W. Flagler Street, Suite 820

Miami, FL 33130

Tel: (305) 579-2594

Fax: (305) 579-0273



From: Fernandez, Alejandro J. (DIST6)
Sent: Monday, June 13, 2016 5:28 PM
To: Centorino, Joseph (COE) <CENTORI@miamidade.gov>
Cc: Aguirre, Betty (DIST6) <BETTYA@miamidade.gov>; Castro, Vivian (DIST6) <vcastro@miamidade.gov>
Subject: Commissioner Sosa's Request for Conflict of Interest Opinion for EPC item 2I (161332)

Good afternoon, Mr. Centorino:

Commissioner Sosa requested that I email you regarding the attached item involving the Miami-Dade County School Board. She would like to ascertain whether or not she has a voting conflict as the item appears on the agenda for Thursday's Economic Prosperity Committee.

161332: RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE COUNTY FOR THE FLORAL HEIGHTS ELEMENTARY SCHOOL FACILITY LOCATED AT 5129 NW 24TH AVENUE, MIAMI, FOR \$1.00 PER YEAR FOR A FIVE YEAR TERM; APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A SUB-LEASE BETWEEN THE COUNTY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON SUCH PROPERTY FOR THE PURPOSE OF PROVIDING FOR A COMMUNITY SERVICES CENTER, INCLUDING ECONOMIC RESOURCES SUCH AS SMALL BUSINESS INCUBATION, JOB TRAINING AND EMPLOYMENT SERVICES, PUBLIC SERVICES, AND FINANCING OF GRANTS AND SMALL BUSINESS LOANS, FOR A FIVE YEAR TERM, MINUS ONE DAY, FOR \$1.00 PER YEAR, AND IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 125.38; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE FOREGOING, TO EXERCISE ALL RIGHTS SET FORTH IN THEREIN, AND TO PROVIDE AN EXECUTED COPY OF THE LEASE AND SUB-LEASE TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS

Many thanks in advance for your assistance.

Regards,
Alex

ALEX J. FERNÁNDEZ
Senior Communications Aide & Legislative Assistant
Commissioner Rebeca Sosa, District 6
Miami-Dade County
111 NW 1st Street, Suite 220
Miami, Florida 33128
305.375.5696
alejandro@miamidade.gov

MEMORANDUM

EPC

Agenda Item No. 21


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

DATE: June 16, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of and authorizing the execution by County Mayor of a lease between the School Board of Miami-Dade County and the County for the Floral Heights Elementary School facility located at 5129 NW 24th Avenue, Miami, for \$1.00 per year for a five year term; approving terms of and authorizing the execution by County Mayor of a Sub-Lease between the County and Neighbors and Neighbors Association, Inc., a Florida not-for-profit corporation, on such property for the purpose of providing for a community services center, including economic resources such as small business incubation, job training and employment services, public services, and financing of grants and small business loans, for a five year term, minus one day, for \$1.00 per year, and in accordance with Florida Statutes, Section 125.38

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



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM

(Revised)

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

DATE: July 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No.

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

Agenda Item No.

Veto _____

7-6-16

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE COUNTY FOR THE FLORAL HEIGHTS ELEMENTARY SCHOOL FACILITY LOCATED AT 5129 NW 24TH AVENUE, MIAMI, FOR \$1.00 PER YEAR FOR A FIVE YEAR TERM; APPROVING TERMS OF AND AUTHORIZING THE EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF A SUB-LEASE BETWEEN THE COUNTY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ON SUCH PROPERTY FOR THE PURPOSE OF PROVIDING FOR A COMMUNITY SERVICES CENTER, INCLUDING ECONOMIC RESOURCES SUCH AS SMALL BUSINESS INCUBATION, JOB TRAINING AND EMPLOYMENT SERVICES, PUBLIC SERVICES, AND FINANCING OF GRANTS AND SMALL BUSINESS LOANS, FOR A FIVE YEAR TERM, MINUS ONE DAY, FOR \$1.00 PER YEAR, AND IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 125.38; DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL NECESSARY STEPS TO EFFECTUATE THE FOREGOING, TO EXERCISE ALL RIGHTS SET FORTH IN THEREIN, AND TO PROVIDE AN EXECUTED COPY OF THE LEASE AND SUB-LEASE TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS

WHEREAS, the School Board of Miami-Dade County ("School Board") has offered to lease the vacant Floral Heights Elementary School Facility, along with an adjacent vacant parcel of land, all located at 5120 N.W. 24 Avenue, Miami, Florida ("the Property") to the County for the purpose of providing needed office and operation space to needed community service providers; and

WHEREAS, this Board desires to make space available to needed community service providers, which would provide business and economic training for the community and enhance the skills of those starting and operating small businesses; and

WHEREAS, pursuant to School Board Action #117,950, approved on December 2, 2015, the School Board approved a lease between the School Board and Miami-Dade County, attached hereto as Exhibit "A," (the "Lease"), providing for the County to lease the Property for a five year period at a cost of \$1.00 annually; and

WHEREAS, the Lease intends and allows for the County to enter into a sub-lease with qualified not-for-profit entities providing County-sponsored programs to the community subject to the School Board's consent; and

WHEREAS, Neighbors and Neighbors Association, Inc. ("NANA") is a Florida not-for-profit corporation, organized for the community interest and welfare purposes of providing community services, business startup services, employment services, and grant program administration, among other similar services; and

WHEREAS, NANA currently administers the County's Mom and Pop Small Business Grant Program and the County's Micro Loan Program; and

WHEREAS, NANA has requested a sub-lease of the Property in order to provide community services including but not limited to economic resources such as small business incubation, job training and employment services, public services, and the administration and financing of grants and small business loans; and

WHEREAS, NANA will occupy and use the entire Property, totaling approximately six acres and 58,000 square feet of building for the community services provided; and

WHEREAS, NANA has applied to the County for the use of the Property, and has represented that it will use the Property consistently with its mission, in support of the community interest and welfare purposes for which it is organized, and in accordance with the terms of the sublease agreement with the County (the "Sub-Lease") attached as Exhibit "B,"; and

WHEREAS, the School Board administration has reviewed the proposed Sub-Lease and indicated that it has no objections to same; and

WHEREAS, the Board finds that, pursuant to Section 125.38 of the Florida Statutes, that NANA does require the Property for such use and that NANA's operations pursuant to the terms of the Sub-Lease would promote community interest and welfare; and

WHEREAS, the Board finds that a substantial hardship would exist in requiring NANA to pay market rent for the Sub-lease of the Property (currently estimated by administration to average approximately \$16.00 per square foot) to the extent that any revenues that will be generated will be put back into NANA's program, and additionally, such nominal rent is justified in that the County is paying nominal rent for the Lease; and

WHEREAS, the Property will be leased at a cost of \$1.00 annually for a period of five years minus one day to NANA pursuant to the Sub-Lease,

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

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

Section 2. This Board approves the terms of the Lease from the School Board to the County for the Property in substantially the form attached hereto as Exhibit "A" pursuant to Section 125.38 of the Florida Statutes, and authorizes the County Mayor or Mayor's designee to enter the Lease, which is incorporated herein by reference, and to take all actions necessary to effectuate the Lease, and to exercise any and all rights set forth in the Lease.

Section 3. This Board finds, based upon the foregoing, that the Property is not needed for County purposes, approves the terms of the Sub-Lease for the Property in substantially the form attached hereto as "Exhibit "B" pursuant to Section 125.38 of the Florida

Statutes, authorizes the County Mayor or Mayor's designee to enter the Sub-Lease, which is incorporated herein by reference, and to take all actions necessary to effectuate the Sub-Lease, and to exercise any and all rights set forth in the Sub-Lease.

Section 4. This Board directs the County Mayor or Mayor's designee to appoint staff to monitor compliance with the terms of the Lease and the Sub-Lease and to provide a copy of the Lease and the Sub-Lease to the Miami-Dade County Property Appraiser's office within 30 days.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lauren E. Morse



LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**COUNTY**"). The BOARD and COUNTY are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD owns and has under its jurisdiction certain real property known as Floral Heights Elementary School, located at 5120 N.W. 24 Avenue, Miami, Florida ("**Facility**"); and

WHEREAS, the COUNTY has expressed its interest in entering into an agreement with the BOARD for use of the Facility, with the intent of sub-leasing all or portions of the Facility to qualified not-for-profit entities providing County-sponsored programs to the community, subject to and in compliance with the terms and conditions of a BOARD-approved sublease agreement, and under the supervision and control of the COUNTY, and with the COUNTY to remain fully obligated, liable and responsible for all duties, terms and conditions under this Agreement; and

WHEREAS, the COUNTY is desirous of leasing the Facility from the BOARD and the BOARD is desirous of leasing the Facility to the COUNTY, under the terms and conditions as set forth below; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of December 2, 2015, School Board Agenda item F-1, Board Action # 117,950, approved this Agreement; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by the adoption of Resolution No. _____, at its meeting of _____, 20__, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and COUNTY agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED AREA AND REDUCTION OR INCREASE OF SPACE

Effective with the Commencement Date of this Agreement (as defined in Article III below), the BOARD does hereby lease to the COUNTY the Facility, located at 5120 N.W. 24 Avenue, together with all buildings, improvements and grounds, situated in Miami-Dade County, Florida, having Folio Numbers 30-3122-000-0010 and 30-3122-005-0010, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**DEMISED AREA**").

The COUNTY shall have the right, from time to time, to request a decrease or increase of the DEMISED AREA. In such event, the COUNTY shall notify the BOARD in writing of the requested reduction or increase of space, at least ninety (90) days prior to the effective date of such proposed modification, for approval by the Superintendent of Schools or designee, at their sole discretion. In the event the request for modification is approved by the Superintendent, the Parties agree that changes to the DEMISED AREA may only be accomplished through an amendment to this Agreement, in conformance with the provisions of Article XXIII. Subsequent to such an amendment, Exhibit "A" shall be amended, and such amended Exhibit "A" shall thenceforth remain in effect until such time as it may be further amended. The COUNTY agrees and acknowledges that its use of reduced or increased space in the Facility shall be under the same terms and conditions of this Agreement. The Parties agree and acknowledge that each time the area occupied by the COUNTY is adjusted, as provided for in this Article, the definition of DEMISED AREA shall automatically include the reduced or increased premises.

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The initial term of the Agreement shall be for a period of five (5) years, commencing on the Effective Date of this Agreement ("**Commencement Date**").

IV.

RENT

The COUNTY shall pay to the BOARD as rent, the sum of one dollar (\$1.00) per year in advance beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF DEMISED AREA

The DEMISED AREA as identified in Exhibit "A" shall be used by the COUNTY to house COUNTY staff functions, and for COUNTY sponsored social service and community programs, and for related office administrative purposes, and for no other purpose. Use of the DEMISED AREA for any other purpose shall constitute a default under this Agreement. The COUNTY covenants and agrees to accept the DEMISED AREA in its "as-is", "where-is" condition and basis with all faults as of the Effective Date of this Agreement, subject to all easements, covenants or other encumbrances of record. The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED AREA for the COUNTY'S operations or any specific use. The COUNTY, by executing this Agreement, acknowledges and agrees that the BOARD has made no representations whatsoever regarding the DEMISED AREA, including with respect to its environmental condition. The COUNTY represents that it is relying and will continue to rely solely on its own investigations of the DEMISED AREA in its decision to occupy or use it, and the COUNTY further acknowledges and agrees that the BOARD shall not indemnify the COUNTY in any way with respect to the condition of the DEMISED AREA. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

Effective with the Commencement Date, the COUNTY shall have full control, custody, right and use of the DEMISED AREA throughout the term of this Agreement.

The sale or consumption of alcoholic beverages on the DEMISED AREA is expressly prohibited. In addition, use of any portion of the DEMISED AREA for carnivals, fairs, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited. The COUNTY shall not commit nor permit any violations of applicable laws, rules and regulations of the BOARD, including BOARD Policies, COUNTY, State, or Federal government upon the DEMISED AREA.

The COUNTY shall comply with all Miami-Dade County Public Schools ("**District**") safety and security criteria, and provide proper supervision of the DEMISED AREA, and maintain the DEMISED AREA safe and secure at all times.

The COUNTY shall not at any time during the term of this Agreement utilize the DEMISED AREA to store or dispense fuel to any personal or COUNTY vehicles located on the DEMISED AREA.

VI.

IMPROVEMENTS

The COUNTY may, with the prior written approval of the BOARD, or its designee, such approval to be issued at the sole discretion of the BOARD, construct improvements within the DEMISED AREA, at the COUNTY'S sole cost and expense (all such improvements are collectively referred to herein as the "**Work**"), provided plans are first submitted to and approved in writing by the BOARD, or its designee, which the BOARD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between the COUNTY and its architect/engineer of record shall flow to the BOARD in the event of errors and omissions. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the District's design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the COUNTY shall provide evidence of same to the BOARD prior to commencement of the Work. The COUNTY shall require its contractor(s) to locate and/or identify any existing underground improvements or utilities within the DEMISED AREA that may be affected by the Work, and the COUNTY shall be responsible for any damage or injury the COUNTY causes arising out of or incidental to any portion of the Work within the DEMISED AREA. The COUNTY'S contractors must be pre-qualified by the BOARD, in accordance with District and BOARD Policies before commencing the Work or any construction activities on the DEMISED AREA.

The BOARD'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in

conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the District criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the COUNTY upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All Work shall be limited to those areas designated in the plans.

The Work shall conform at all times to the safety criteria established with and approved by the BOARD, or its designee. The COUNTY and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing or barricades, and coordinate on an ongoing basis with the assigned District Project Manager to ensure the safety of students, staff, visitors, invitees and the public at all times and ensure that all necessary safety measures are implemented. Prior to the commencement of the Work, the COUNTY shall provide the BOARD, or its designee, with a schedule for the commencement and completion of the Work. If the BOARD, or its designee, requests that the COUNTY cease any work within the DEMISED AREA due to unreasonable interference or violation of any applicable rules and regulations or the BOARD'S criteria, then the COUNTY shall immediately discontinue its activities at the DEMISED AREA, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the COUNTY to continue.

The COUNTY shall cause any contractor doing work within the DEMISED AREA to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, the COUNTY shall require the COUNTY'S contractor(s) to provide the following minimum levels of insurance coverage: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the COUNTY'S contractor(s), in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of the COUNTY'S contractor(s) as required by Florida Statutes, and (4) Property Insurance. "The School Board of Miami-Dade County, Florida

Lease Agreement/Miami-Dade County/Floral Heights Elementary School/FINAL 05.03.16(REVISED)

and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance. The COUNTY'S contractor(s) shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

To the extent provided under Section 768.28 of the Florida Statutes, and subject to the monetary limitations as set forth in such section, the COUNTY covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by the COUNTY within the DEMISED AREA. In addition, the COUNTY shall cause each and every of its contractors and subcontractors performing work at the DEMISED AREA ("**County's Contractors**") to further covenant and agree, at the County's Contractors own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from, or incidental to the County's Contractors performance under any contract by and between the COUNTY and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, the COUNTY and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with the County's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the COUNTY and/or its assigns and any County Contractors.

If, as a result of the COUNTY'S actions in the performance of the Work, or failure to act, portions of the DEMISED AREA are damaged, in the sole opinion of the BOARD, then the COUNTY shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to such action. The COUNTY shall complete the necessary repairs within thirty (30) days of receipt of written notice from the BOARD. In the event that the COUNTY is unable to complete the repair work within said thirty (30) day period, the COUNTY shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the COUNTY fails to complete the repair work within the prescribed time frame, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the COUNTY'S sole cost and expense. The COUNTY covenants and agrees that it shall reimburse the BOARD for this work within thirty (30) days of receipt from the BOARD of an invoice for same,

Lease Agreement/Miami-Dade County/Floral Heights Elementary School/FINAL 05.03.16(REVISED)

accompanied by such documentation as may be reasonably required by the COUNTY to substantiate the nature and completeness of the work. In the alternative, the BOARD may instead place the COUNTY in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the DEMISED AREA caused by the COUNTY or its agents, contractors or invitees, resulting in a significant impact to the safety and well-being of students, staff and visitors or the public, and requiring immediate repair, as determined by the BOARD at the BOARD'S sole discretion, the BOARD may, at the BOARD'S sole discretion, complete the necessary repairs, at the COUNTY'S sole cost and expense.

Prior to the start of any construction activities at the DEMISED AREA, and irrespective of the COUNTY'S estimate of the cost of construction of the Work, the COUNTY shall provide to the BOARD a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the BOARD. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement.

The COUNTY shall not permit any liens to be filed or attached to the DEMISED AREA for any reason whatsoever, including, but not limited to, as a result of the Work performed by the COUNTY pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the COUNTY shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of the COUNTY, and the COUNTY shall cure said violation(s) within thirty (30) days of receipt thereof, at the COUNTY'S sole cost and expense. Should the COUNTY fail to comply with this requirement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The COUNTY shall be liable to the BOARD for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the BOARD.

It is expressly understood by the Parties that the COUNTY shall not commence any of the Work or construction activities within the DEMISED AREA until the BOARD, or its designee,

has received all required items from the COUNTY and has notified the COUNTY, in writing, as to the approved date for the start of the Work.

At the completion of the Work, the COUNTY shall secure an inspection of the Work from the BOARD'S designee, verifying that the Work on the DEMISED AREA has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the BOARD'S designee attests to the satisfactory completion of the Work. In addition, the COUNTY agrees that the COUNTY or its contractor shall restore the DEMISED AREA to a condition that is safe and usable, including, without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the COUNTY.

VII.

MAINTENANCE AND CUSTODIAL SERVICES

The COUNTY, at the COUNTY'S expense, shall be responsible for all maintenance, repair and upkeep of the DEMISED AREA, including any and all improvements located thereon, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including, without limitation, maintenance and repair of all buildings and improvements, walking surfaces, parking areas, fences and gates, grounds, restrooms, roofing, plumbing systems, electrical systems, structural systems and field mowing. In addition, the COUNTY shall collect and dispose of all garbage and litter within the DEMISED AREA, and provide all custodial or janitorial services to the DEMISED AREA.

VIII.

INSURANCE

The COUNTY shall provide the BOARD with confirmation of the COUNTY'S self-insurance program in a form and substance acceptable to the BOARD or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the COUNTY, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of the COUNTY as required by Florida Statutes.

Proof of coverage shall be provided to the BOARD on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall be delivered to the BOARD prior to the commencement of any Work activities within any portion of the DEMISED AREA, and shall remain in full force and effect during the term of this Agreement, and the COUNTY shall furnish the BOARD evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

IX.

UTILITIES AND OTHER SERVICES

The COUNTY shall be responsible for the cost of all utilities serving the DEMISED AREA, including, without limitation, electricity, gas, water, sewer, solid waste disposal, storm water and trash collection. The COUNTY shall install separate utility services and/or meters in its name and shall pay for such services at the COUNTY'S sole cost and expense.

X.

INDEMNIFICATION AND HOLD HARMLESS

The COUNTY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

In addition, the COUNTY agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to performance under this Agreement, subject to the limitations set forth in the preceding paragraph.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's

sovereign immunity or the provisions set forth in Florida Statutes, Section 768.28

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The COUNTY agrees to insure or self-insure its interests in personal property to the extent it deems necessary or appropriate and hereby waives all rights to recovery from the BOARD for loss or damage of such property by any cause whatsoever. The COUNTY hereby waives all rights of subrogation under any policy or policies it may carry on property placed or moved on the DEMISED AREA.

XII.

LIABILITY FOR DAMAGE OR INJURY

The BOARD shall not be liable or responsible for any damage or injury which may be sustained by the COUNTY or its invitees on or about the DEMISED AREA, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, subject to the monetary limitations contained in Section 768.28, Florida Statutes. The BOARD shall not be responsible or liable for any damages arising from acts of God, or for any loss of business or consequential damages.

XIII.

ASSIGNMENT, SUBLETTING AND QUALIFIED THIRD PARTIES

The COUNTY shall not, at any time during the term of this Agreement, sublet in part or whole the DEMISED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED AREA, or permit the DEMISED AREA to be occupied by other persons, firms, corporations, or governmental units, other than as specified herein below. Any assignment, sublet or otherwise not specifically authorized by the BOARD in writing as specified herein below, shall constitute a default under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

The COUNTY shall have the right to allow Qualified Third Parties (as defined herein below) to utilize all or portions of the DEMISED AREA to provide COUNTY-sponsored programs to the community, subject to and in compliance with the terms and conditions of a BOARD-approved sublease agreement, and under the supervision and control of the COUNTY. In all such instances, the COUNTY shall remain fully and primarily obligated, liable and responsible

for all duties, terms and conditions under this Agreement. For purposes of this Agreement, the term "**Qualified Third Party**" may be used individually as "**Qualified Third Party**" or collectively as "**Qualified Third Parties**", and shall be defined as an entity meeting all Internal Revenue Service or other legal classification as a not-for-profit entity, and providing COUNTY-sponsored programs to the community.

At such time as the COUNTY wishes to allow a Qualified Third Party to utilize all or portions of the DEMISED AREA, the COUNTY shall notify the BOARD in writing of its intent, and provide all necessary information regarding such Qualified Third Party and the proposed sublease arrangement, including, without limitation, the name of the third party, type of entity, proposed use and programs to be provided, proposed sublease area within the DEMISED AREA, and any other pertinent information as may be required by the BOARD, for the BOARD'S review and approval, which approval shall be at the BOARD'S sole authority.

If approved by the BOARD, or its designee, the Qualified Third Party shall enter into a sublease agreement with the COUNTY, containing the same terms and conditions of this Agreement, plus such additional terms specific to the sublease arrangement. Any sublease agreement shall include, without limitation, provisions that: (a) the Qualified Third Party shall comply with all applicable terms and conditions of this Agreement to be performed by the COUNTY; (b) the sublease agreement is expressly subject to all of the terms and provisions of this Agreement; and (c) unless the BOARD elects otherwise, the sublease agreement will not survive a termination of this Agreement (whether voluntary or involuntary) or resumption of the possession of the DEMISED AREA by the BOARD following a default by the COUNTY. The form of sublease agreement shall be generated by the COUNTY and provided to the Board for approval, prior to the COUNTY entering into same with the approved Qualified Third Party.

The COUNTY shall deliver to the BOARD, a copy of the fully executed sublease agreement, in the form approved by the BOARD, within ten (10) calendar days of execution of same by the COUNTY and the Qualified Third Party.

XIV.

EXTENSION OF TERM

The term of this Agreement may be extended at the sole option of the BOARD for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal thereof, under the same terms and conditions contained in this Agreement, provided the COUNTY gives written notice to the BOARD at least sixty (60) days prior to the expiration of the then current

term, and the COUNTY is not in default of this Agreement. The BOARD'S approval shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the COUNTY shall have the right to cancel this Agreement at any time after the Effective Date hereof, without cause or penalty, by giving the BOARD written notice at least ninety (90) days prior to the effective date of said cancellation.

In addition to the provisions of Articles XVI and XXVIII, the BOARD shall have the right to cancel the Agreement at any time after the Effective Date hereof, without penalty, provided such cancellation is for a District purpose, as determined solely by the BOARD, or in the event of the sale of some or all of the DEMISED AREA, by giving the COUNTY written notice at least one hundred eighty (180) days prior to the effective date of said cancellation. In addition, the Board may immediately cancel the Agreement for cause and without penalty, and without providing the COUNTY with an opportunity to cure the default, if the COUNTY (1) fails to comply with the Jessica Lunsford Act, (2) assigns or sublets its use of the DEMISED AREA, without the BOARD'S prior written consent, or (3) the tax-exempt status of the DEMISED AREA is rescinded or at risk of being rescinded due to the lease, use or occupancy of the DEMISED AREA by the COUNTY or any Qualified Third Party.

In the event of cancellation by either Party, the COUNTY shall surrender and vacate the DEMISED AREA in compliance with Article XX of this Agreement.

XVI.

DEFAULT

The BOARD shall notify the COUNTY in writing regarding the COUNTY'S failure to perform or to comply with the terms and conditions of this Agreement. If the COUNTY fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the COUNTY'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the COUNTY, and occupy the DEMISED AREA, or to pursue any other legal remedy available.

The COUNTY shall notify the BOARD in writing regarding the BOARD'S failure to perform

or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the COUNTY with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the COUNTY shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD, or to pursue any other legal remedy available.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that the COUNTY shall and may peaceably have, hold and enjoy the DEMISED AREA, without hindrance or interference by the BOARD.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency, after first providing reasonable notice to the COUNTY, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the DEMISED AREA to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED AREA or the School, provided such activities do not unreasonably interfere with the COUNTY'S use of the DEMISED AREA.

XIX.

TAXES AND REGULATORY COMPLIANCE

The COUNTY shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes which may be imposed on the DEMISED AREA, as a result of the leasing, use and occupancy of the DEMISED AREA by the COUNTY or Qualified Third Party, if any.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the COUNTY'S lease, use or occupancy of the DEMISED AREA, the COUNTY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the COUNTY'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the COUNTY agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED AREA to the BOARD in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. The COUNTY shall be required to promptly remove all of the COUNTY'S personal property and other items belonging to the COUNTY from the DEMISED AREA. In addition, the COUNTY shall be required, at the BOARD'S sole option, to remove any improvements, facilities or signage constructed or installed by the COUNTY, and to restore the DEMISED AREA to the same or better condition as existed on the Commencement Date of this Agreement. In the event the BOARD elects to retain any or all of said improvements constructed by the COUNTY, the COUNTY agrees to convey title to the improvements to the BOARD, without compensation due the COUNTY.

The COUNTY shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the DEMISED AREA. Any of the COUNTY'S personal property not removed within ten (10) days after expiration, termination, or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the COUNTY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the COUNTY and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

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

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the COUNTY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

Lease Agreement/Miami-Dade County/Floral Heights Elementary School/FINAL 05.03.16(REVISED)

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the COUNTY:

Miami-Dade County
Attention: Director, Internal Service Department
111 NW First Street, 21st. Floor
Miami, FL 33128
Fax: _____
E-mail: TASMITH@miamidade.gov

With a copy to:

Miami-Dade County Attorney's Office
111 NW First Street, 28th floor
Miami, FL 33128
Fax: _____
E-mail: laurenm@miamidade.gov

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required by this Agreement relating to any construction within the DEMISED AREA.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the BOARD to grant or deny any approvals required by this Agreement, including without limitation, approving any proposed sub-lease by the COUNTY of all or portions of the DEMISED AREA to a Qualified Third Party, amending any of the exhibits to the Agreement, increasing or decreasing the area of the DEMISED AREA, placing the COUNTY in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the COUNTY may deliver Notice on behalf of the BOARD and the COUNTY, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the COUNTY, as enumerated below, in the event the DEMISED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes intended, the BOARD may, at its sole option, either cancel this Agreement by giving written notice to the COUNTY, or repair/replace the damaged/destroyed facilities, at BOARD'S expense. In the event the BOARD elects to repair or replace the damaged/destroyed facilities, the BOARD shall repair or replace same, and place in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered

tenantable within the aforementioned time period, then the COUNTY may, at its sole option, cancel this Agreement.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the COUNTY shall surrender the DEMISED AREA in compliance with Article XX of this Agreement.

Any damage or destruction sustained to the DEMISED AREA as a result of the actions of the COUNTY, shall be repaired by the COUNTY, at the COUNTY'S sole cost and expense.

XXIX.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the DEMISED AREA, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the COUNTY shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request.

XXX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED AREA, or arising from the COUNTY'S use or occupancy of the DEMISED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED AREA, or that arises at any time from the

COUNTY'S use or occupancy of the DEMISED AREA.

The COUNTY shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED AREA, or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED AREA, or the transportation to or from the DEMISED AREA of any Hazardous Substance.

The COUNTY shall, at the COUNTY'S expense, comply with all applicable Environmental Laws with respect to the DEMISED AREA. The Parties shall, at their expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the COUNTY with respect to the DEMISED AREA, then the COUNTY shall, at the COUNTY'S expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The COUNTY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED AREA.

The obligations and liability of the COUNTY under this Article shall survive the expiration, cancellation or termination of this Agreement.

XXXI.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The COUNTY shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, BOARD Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXII.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The COUNTY acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the COUNTY'S records, its legal representatives', assigns' and contractors' records and the obligation of the COUNTY to retain and to make those records available upon request, and in accordance with all applicable laws. The COUNTY shall keep records to show its compliance with this Agreement. In addition, the COUNTY'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The COUNTY, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the DEMISED AREA; and (b) the COUNTY shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records relating to this Agreement, in possession of the COUNTY, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The COUNTY shall incorporate this provision into every contract that it enters into relating to the DEMISED AREA.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the DEMISED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the

COUNTY'S rights to peaceful enjoyment of the DEMISED AREA.

XXXIV.

REPRESENTATIONS

The COUNTY has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the COUNTY of its obligations under this Agreement, have been duly authorized by all necessary action of the COUNTY, and do not contravene or conflict with any rules, regulations, policies or laws governing the COUNTY, or any other agreement binding on the COUNTY. The individual(s) executing this Agreement on behalf of the COUNTY has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXV.

SIGNAGE

The COUNTY may erect, at its sole cost and expense, identification signage within the DEMISED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the COUNTY shall remove, at the COUNTY'S expense, from the DEMISED AREA any signage erected by the COUNTY, and restore the area to the same or better condition as existed prior to the COUNTY'S installation of the signage.

XXXVI.

FURNITURE, FIXTURES AND EQUIPMENT

The COUNTY may, if agreed to by the District's School Operations ("**School Operations**"), use any furniture, fixtures and equipment ("**FF&E**") owned by the BOARD located within the DEMISED AREA as of the Commencement Date of this Agreement, subject to an inventory to be conducted jointly by the COUNTY and School Operations, prior to the Commencement Date, which inventory shall become **Exhibit "B"** of the Agreement. All FF&E is made available in its "as-is", "where-is" condition and basis with all faults, and the BOARD makes no representations or

Lease Agreement/Miami-Dade County/Floral Heights Elementary School/FINAL 05.03.16(REVISED)

warranties whatsoever, and the COUNTY assumes all risks related thereto. Prior to the commencement of any renewal period, or more often at the request of either Party, the inventory must be updated based on a joint assessment by the COUNTY and School Operations, and if there are any changes to the inventory, Exhibit "B" will be modified accordingly and made a part of this Agreement, and shall remain in effect until such time as it may be further amended. Should any FF&E be damaged or missing, ordinary wear and tear excepted, the COUNTY shall be responsible for replacing or repairing same, or reimbursing the BOARD for the cost to repair or replace such damaged or missing item, at the sole option of the BOARD, and at the then current cost.

Upon the termination, expiration or cancellation of the Agreement, all FF&E listed on Exhibit "B" shall be surrendered by the COUNTY to the BOARD in accordance with Article XX of this Agreement, and any damaged or missing items, ordinary wear and tear excepted, shall be replaced, repaired or paid for as stipulated above.

XXXVII.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** This Agreement may not be recorded by either Party.
- B. **EMINENT DOMAIN:** If all or portions of the DEMISED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The COUNTY may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- E. **WAIVER OF TRIAL BY JURY:** THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR THE COUNTY'S USE OR OCCUPATION OF THE DEMISED AREA.
- F. **BROKERS:** The COUNTY represents that there are no brokers, salesmen or finders

involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the COUNTY ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

- G. **PROMOTION:** Other than activities undertaken to promote the COUNTY'S program(s) within the DEMISED AREA, the COUNTY shall not be permitted to use the DEMISED AREA for promotion or advertising of any type or nature whatsoever.
- H. **USE APPROVALS:** The COUNTY shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the COUNTY'S use and operations at the DEMISED AREA, prior to commencement of the Agreement.
- I. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- J. **TAX-EXEMPT STATUS:** In addition to the provisions of Article XIX of this Agreement, the COUNTY acknowledges and agrees that in the event the tax-exempt status of the Facility or DEMISED AREA is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the COUNTY or a Qualified Third Party, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD

within ten (10) days of receipt of notice, without demand.

XXXVIII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the COUNTY.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

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

WITNESSES AS TO THE BOARD:

BOARD:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Print Name: _____

By: _____

Alberto M. Carvalho
Superintendent of Schools

Print Name: _____

Date: _____

RECOMMENDED:

Jaime G. Torrens
Chief Facilities Officer
Date: _____

**TO THE BOARD: APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

School Board Attorney
Date: _____

**TO THE BOARD: APPROVED AS TO RISK
MANAGEMENT ISSUES:**

**TO THE BOARD: APPROVED AS TO
FINANCIAL SUFFICIENCY:**

Office of Risk and Benefits Management
Date: _____

Treasurer
Date: _____

WITNESSES AS TO THE COUNTY:

COUNTY:
MIAMI-DADE COUNTY

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Print Name: _____

ATTEST:

County Clerk
Date: _____

**TO THE COUNTY: APPROVED AS TO
LEGAL FORM AND SUFFICIENCY:**

By: _____
County Attorney
Date: _____

SUB-LEASE AGREEMENT

This SUB-LEASE AGREEMENT ("**Sub-Lease Agreement**") is made on the _____ day of _____, 2016, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, herein referred to as the "**TENANT**", and **NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as the "**SUB-TENANT**". **TENANT** AND **SUB-TENANT** are sometimes referred to in this Sub-Lease Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the **TENANT** and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, hereinafter referred to as "**LANDLORD**", entered into a lease agreement authorized under Miami-Dade County Resolution No.: _____ approved _____, and The School Board of Miami-Dade County, Florida, Board Action #117,950, approved December 2, 2015 (hereinafter referred to as the "**Lease Agreement**"), which is attached hereto, marked as **Exhibit "A"**, leasing the entire property owned by the **LANDLORD**, located at 5120 N.W. 24th Avenue, Miami, Florida (the property consists of two (2) separate parcels having the following Folio Numbers: Folio #s 30-3122-000-0010 and 30-3122-005-0010), which includes approximately 58,000 square feet of building space located on parcels consisting of approximately six (6) acres ("**Property**") to the **TENANT**; and

WHEREAS, the subject Lease Agreement allows **TENANT** to sublease all or portions of the Property to one or more qualified not-for-profit entities providing **TENANT** sponsored programs to the community; and

WHEREAS, under the Lease Agreement, the Superintendent of Schools is authorized to approve sublease agreements between the **TENANT** and qualified entities, at the request of the **TENANT**, and with the **TENANT** to remain fully and primarily obligated, liable and responsible for all duties, terms and conditions of the Lease Agreement; and

WHEREAS, TENANT desires to sublet to SUB-TENANT, and the SUB-TENANT desires to sublet from TENANT, the Property, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the foregoing premises, the rents, and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals and provisions are hereby adopted and incorporated herein.
2. TENANT hereby leases to SUB-TENANT, and SUB-TENANT agrees to lease from TENANT, all of the Property, inclusive of buildings and grounds, which is illustrated in the sketch attached as **Exhibit "B"** hereto and made a part hereof, and having the address and folio number as follows:

Address: 5120 N.W. 24 Avenue, Miami, Florida

Folio Numbers: 30-3122-000-0010 and 30-3122-005-0010

TO HAVE AND TO HOLD unto said SUB-TENANT for a term of five (5) years, minus a day, commencing on the first (1st) day of the month after the effective date of the resolution of the Miami-Dade Board of County Commissioners approving this Sub-Lease Agreement, which resolution shall become effective ten (10) days after the date of its adoption, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override of the Miami-Dade Board of County Commissioners (this date shall serve as the "**Effective Date**"). Upon the SUB-TENANT providing evidence to the TENANT and LANDLORD that it has secured all of the requisite permits, licensing, certificates, and zoning approvals, this Sub-Lease Agreement shall commence ("**Commencement Date**"). Commencing on the Commencement Date, the SUB-TENANT shall pay to the TENANT a yearly base rental of One (\$1.00) Dollar through the full term of this Sub-Lease Agreement, which shall be payable in advance on the first (1st) day of every lease year, to the Internal Services Department, and sent to the Internal Services

Department, Miami-Dade County 111 N.W. First Street, Suite 2460, Miami, Florida 33128, or at such other place and to such other person as TENANT may from time to time designate in writing, as set forth herein.

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

ARTICLE I **USE OF PROPERTY**

The Property shall be used by SUB-TENANT solely as a community services center, consistent with the permitted use(s) as listed in **Exhibit "C"** attached to this Sub-Lease Agreement and made a part hereof. The Parties acknowledge and agree that any proposed change to the permitted uses listed in **Exhibit "C"** shall require the written approval of the LANDLORD. SUB-TENANT shall comply with all rules, regulations, and procedures of TENANT and LANDLORD as such may exist, and which may be changed, during the term of this Sub-Lease Agreement as LANDLORD and/or TENANT may determine. SUB-TENANT understands and agrees that SUB-TENANT shall not use the Property for any use inconsistent with the use(s) set forth in this Sub-Lease Agreement, and the use of the Property for any other purpose shall constitute a default under this Sub-Lease Agreement.

ARTICLE II **COMPLIANCE WITH LEASE AGREEMENT**

Except as otherwise set forth herein, or expressly modified hereby, the Lease Agreement terms are incorporated herein by reference as fully as if the terms and provisions thereof were set forth herein. SUB-TENANT covenants it shall take no action or permit anything to be done which would constitute a default under, or cause a termination of, the Lease Agreement, and SUB-TENANT agrees to indemnify, defend, and hold harmless the TENANT for any loss, cost, damage, or expense incurred as a result of a breach of this covenant.

The Parties acknowledge and agree that this Sub-Lease Agreement is inferior in right and in might to the Lease Agreement. It is further acknowledged that this Sub-Lease Agreement and amendments thereto, if any, by and between the TENANT and SUB-TENANT are specifically subject to

the prior written approval of the LANDLORD. The TENANT agrees to deliver to the LANDLORD, an original copy of the Sub-Lease Agreement, in the form approved by the LANDLORD, within ten (10) calendar days after it is duly executed by LANDLORD, TENANT, and SUB-TENANT.

In addition, the SUB-TENANT acknowledges and agrees that all matters requiring compliance with the Lease Agreement shall be communicated or provided to the TENANT for transmission or forwarding to the LANDLORD, and the SUB-TENANT shall have no direct contact with the LANDLORD regarding any matter relating to construction of facilities, signage, maintenance of facilities, use of facilities or other matters requiring review and/or approval of the LANDLORD. Notwithstanding the foregoing, and as further detailed herein below, the TENANT and SUB-TENANT shall promptly notify the LANDLORD in writing in the event of: 1) any default under this Sub-Lease Agreement; 2) termination of this Sub-Lease Agreement; 3) any environmental issue relating to the Property or receipt of any notices or communications from any jurisdictional governmental entity in relation to any environmental issues on the Property; 4) any proposed amendment to this Sub-Lease Agreement; or 5) any claim relating to the Property.

TENANT and SUB-TENANT acknowledge and agree that (1) this Sub-Lease Agreement is expressly subject to all terms and provisions of the Lease Agreement, (2) the Parties shall comply with all applicable terms and conditions of the Lease Agreement, and (3) this Sub-Lease Agreement shall not survive the termination of the Lease Agreement (whether voluntary or involuntary) or resumption of possession of the Property by the LANDLORD following a default by TENANT under the Lease Agreement.

ARTICLE III **CONDITION OF PROPERTY**

SUB-TENANT covenants and agrees to hereby accept the Property in its "as-is", "where-is" condition and basis with any and all faults as of the Commencement Date of this Sub-Lease Agreement, subject to all easements, covenants and other encumbrances of record. The SUB-TENANT acknowledges and agrees that the LANDLORD makes no representations or warranties of any type or

nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Property for the SUB-TENANT'S operations or any specific use. The SUB-TENANT, by executing this Sub-Lease Agreement, agrees and acknowledges that neither the LANDLORD nor TENANT have made any representations whatsoever regarding the Property. The SUB-TENANT represents that it is relying, and will continue to rely, solely on its own investigations of the Property in its decision to occupy or use it, and the SUB-TENANT further acknowledges and agrees that neither the LANDLORD nor the TENANT shall indemnify the SUB-TENANT in any way with respect to condition of the Property. TENANT shall have no obligation to make any improvement to, or alteration of, the Property, or to provide SUB-TENANT with any allowance therefor.

ARTICLE IV **UTILITIES**

The SUB-TENANT, during the term of this Sub-Lease Agreement, shall be responsible for establishing utility services in the name of the SUB-TENANT, and shall pay all charges for water, sewer, electricity services, waste services, and all other utilities or services used by the SUB-TENANT in the Property. SUB-TENANT, throughout the term of this Sub-Lease Agreement, shall be responsible for installation, maintenance, and any costs associated with telephone and data equipment, security, security systems, telephones, cable, internet, and data service, including, but not limited to, installation and equipment. SUB-TENANT shall cause all fire extinguishers to be serviced as required by all applicable codes, including without limitation, the Florida Building Code and the State Requirements for Educational Facilities, and maintained in good condition and repair.

ARTICLE V **ALTERATIONS BY SUB-TENANT**

SUB-TENANT may not make any alterations, additions, or improvements in or to the Property without the prior written consent of TENANT and LANDLORD. Any such alterations, additions, or improvements, including, but not limited to, furniture, fixtures, equipment, and finishes in and to the Property are at the SUB-TENANT'S sole cost and expense. Notwithstanding the foregoing, removable partitions, furnishings, and other personal property installed by SUB-TENANT within the Property shall

remain SUB-TENANT'S property and shall be removed by SUB-TENANT upon the expiration of this Sub-Lease Agreement or termination thereof. To the extent that such items are not removed upon the expiration of this Sub-Lease Agreement, any and all such personal property remaining in the Property shall be deemed abandoned and may be disposed of as deemed appropriate by TENANT. In case of damage or expense arising from such removal, all damaged areas shall be repaired and brought back to the original condition at SUB-TENANT'S expense, and any expenses incurred by TENANT shall be reimbursed within thirty (30) days by the SUB-TENANT. This clause shall survive the expiration or termination of this Sub-Lease Agreement.

Notwithstanding the above, the Parties agree that any and all alterations, additions or improvements requiring a permit, including without limitation, roofing, structural alterations, alterations to the exterior of the buildings or to any electrical, plumbing, HVAC or other mechanical systems, shall be subject to the prior written approval of the LANDLORD, which the SUB-TENANT acknowledges that the LANDLORD may withhold in its sole authority, and shall be performed in compliance with the Lease Agreement and all applicable laws, rules, regulations, statutes and codes, including, without limitation, the LANDLORD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LANDLORD. Plans for any such alterations, addition or improvements requiring a permit must first be submitted to and approved in writing by the LANDLORD, or its designee, which the LANDLORD may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the improvements. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the LANDLORD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LANDLORD, and all improvements

shall be performed in compliance with this Sub-Lease Agreement, as well as all terms and conditions of the Lease Agreement, including without limitation Article VI thereof. In addition, the LANDLORD'S Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of any work, unless otherwise agreed to by the LANDLORD through its authorized designee.

At the sole option of either TENANT or LANDLORD, prior to the SUB-TENANT commencing any alterations, additions, or improvements, including repairs on the Property, or purchasing or contracting for any supplies or services related to the Property, the SUB-TENANT shall execute and deliver to TENANT either of the following: (i) executed payment and performance bonds; or (ii) an irrevocable standby letter of credit. In the instance where the TENANT and/or the LANDLORD require the SUB-TENANT to provide payment and performance bonds, the SUB-TENANT shall deliver executed payment and performance bonds to guarantee the timely and proper completion of the alterations, additions and/or improvements of the Property, and shall record the payment and performance bonds in the public records of Miami-Dade County. Such payment and performance bonds will be delivered to the TENANT for conveyance to the LANDLORD prior to the earlier of the commencement of any work regarding the alterations, additions and/or improvements, or contracting for any supplies or services. The amount of such bonds shall be equal to one hundred (100%) percent of the costs of such alterations, additions, and/or improvements. Each bond shall name the TENANT and LANDLORD as an obligee (or co-obligee, as determined by the TENANT) on the multiple obligee rider attached to the payment and performance bonds, and shall be issued by a surety reasonably acceptable to both the TENANT and LANDLORD. Such bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as by The School Board of Miami-Dade County, or designee. Each such bond shall be in compliance with the requirements of Florida Statutes, Section 255.05.

In the instance where the TENANT and LANDLORD agree to accept from the SUB-TENANT an irrevocable standby letter of credit in lieu of payment and performance bonds from the SUB-TENANT, which determination shall be in the TENANT and LANDLORD's discretion (the County Mayor or Mayor's designee shall make such a determination for the TENANT, and the Superintendent of Schools or designee shall make such determination for LANDLORD), such alternative form of security shall be for the same purpose and subject to the same conditions as those applicable to the payment and performance bonds required by this section of the Sub-Lease Agreement, and the value of security shall be in an amount equal to the alterations, additions, and/or improvements to be performed by the SUB-TENANT. Further, the TENANT and the LANDLORD each shall maintain the right to have the proceeds of such irrevocable standby letter of credit assignable as their respective rights may appear, but the right to demand payment shall not be assignable. Such irrevocable standby letter of credit must be printed on bank letterhead with an authorized signature and bank seal, and must be delivered to the TENANT and LANDLORD prior to the commencement of any alterations, additions, and/or improvements, and shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, and the Superintendent of Schools or designee. Further, such irrevocable standby letter of credit shall remain in effect through the date that the SUB-TENANT secures a Certificate of Completion or Certificate of Occupancy, or equivalent, as the case may be, from the appropriate government authority, for the work, and the irrevocable standby letter of credit shall be payable in Miami-Dade County. Venue for any litigation regarding the irrevocable standby letter of credit shall be in Miami-Dade County, Florida. In addition to the irrevocable standby letter of credit, the general contractor shall execute, deliver to both the TENANT and LANDLORD, and record in the public records of Miami-Dade County, a payment and performance bond in amount equal to the total cost of the work, naming both TENANT and LANDLORD as a joint obligee and each such bond shall be in compliance with the requirements of Florida Statutes, Section 255.05.

ARTICLE VI
MAINTENANCE

SUB-TENANT shall be entirely responsible for, and shall pay all costs of any type or nature, required to maintain and keep in good repair, condition, and appearance, during the term of this Sub-Lease Agreement, the Property. SUB-TENANT shall be responsible for and shall repair any damage caused to the Property as a result of the actions of SUB-TENANT or SUB-TENANT'S agents, employees, invitees, or visitors. SUB-TENANT shall notify TENANT after discovering any damage which SUB-TENANT is responsible for repairing, and SUB-TENANT shall make the necessary repairs promptly after said notice. SUB-TENANT shall be responsible for obtaining a 40-Year Recertification Report if so required by any governmental authority during the term of this Sub-Lease Agreement, and for making any and all improvements and repairs to the Property pursuant to such 40-Year Recertification Report. In the event the SUB-TENANT fails to obtain the required 40-Year recertification or fails to make the improvements and/or repairs called out in the 40-Year Recertification Report, or, in the alternative such improvements and/or repairs are not completed by the TENANT, then LANDLORD, at its sole option, may place TENANT in Default under the Lease Agreement.

In addition, the SUB-TENANT shall collect and dispose of all garbage, trash, and litter on or about the Property, and provide all landscaping, custodial, and janitorial services to the Property.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Property shall be at the sole risk of SUB-TENANT, or the owner thereof. Neither LANDLORD nor TENANT shall be liable to SUB-TENANT, or any other person or entity, for any damage to said personal property unless caused by or due to the gross negligence of TENANT, TENANT's agents, or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

In addition to compliance with all applicable legal requirements set forth under Article XVII

below, SUB-TENANT understands and agrees that signs will be of the design and form of letter to be first approved by TENANT, in conformance with all rules and regulations governing public schools, with the cost of such signs to be paid by SUB-TENANT. All signs shall be removed by SUB-TENANT at the expiration or termination of this Sub-Lease Agreement, and any damage or unsightly condition caused to the Property because of or due to said signs, including the removal thereof, shall be satisfactorily corrected or repaired by SUB-TENANT, to the satisfaction of the TENANT and LANDLORD.

ARTICLE IX **LANDLORD'S AND TENANT'S RIGHT OF ENTRY**

SUB-TENANT hereby acknowledges and agrees that the LANDLORD and TENANT, or any of their employees or agents, shall have the right to enter said Property during all reasonable working hours upon the giving of 24 hours' prior notice (unless an emergency exists requiring immediate access by LANDLORD or TENANT) to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Sub-Lease Agreement. Except in the case of any emergency, when entering the Property, TENANT or LANDLORD shall be accompanied by a representative of SUB-TENANT (which SUB-TENANT shall timely provide).

ARTICLE X **SURRENDER OF PREMISES**

In addition to the provisions of Article V, SUB-TENANT agrees to surrender to TENANT, at the expiration or termination of this Sub-Lease Agreement, or any extension thereof, said Property in as good condition as said Property was at the beginning of the term of this Sub-Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted. The SUB-TENANT shall be required to promptly remove all of SUB-TENANT'S personal property and other items belonging to the SUB-TENANT from the Property. In addition, the SUB-TENANT shall be required, at the LANDLORD'S sole option, to remove improvements, facilities, or signage constructed or installed by the SUB-TENANT, if any, and to restore the Property to the same or better condition as existed on the

Commencement Date of this Sub-Lease Agreement. In the event the LANDLORD elects to retain any or all of said improvements constructed by the SUB-TENANT, the SUB-TENANT agrees to convey title to the improvements to the LANDLORD, without compensation due the LANDLORD.

The SUB-TENANT shall promptly return all keys and other items belonging to the TENANT or LANDLORD and shall coordinate with the TENANT to ensure a proper and timely surrender of the Property. Any of the SUB-TENANT'S personal property not removed within ten (10) days after expiration or termination of this Sub-Lease Agreement shall be considered abandoned.

ARTICLE XI **INDEMNIFICATION AND HOLD HARMLESS**

SUB-TENANT shall indemnify and hold harmless the Indemnitees, as hereinafter defined, from any and all liability, losses, or damages, including reasonable attorneys' fees and costs of defense, which the Indemnitees 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 Sub-Lease Agreement by the SUB-TENANT or its employees, agents, servants, partners, principals or subcontractors. SUB-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 Indemnitees, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. SUB-TENANT expressly understands and agrees that any insurance protection required by this Sub-Lease Agreement, or otherwise provided by SUB-TENANT, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Indemnitees as herein provided. The following shall be deemed to be Indemnitees: "The School Board of Miami-Dade County, Florida, and its members, officers and employees", and the "Miami-Dade Board of County Commissioners, and its members, officers and employees, agents or instrumentalities".

In addition, the SUB-TENANT agrees, at its own expense, and upon written request by the LANDLORD or TENANT, to defend any suit, action or demand brought against the LANDLORD or TENANT on any claim or demand arising out of, resulting from or incidental to performance under this

Sub-Lease Agreement, provided, however, that this indemnification shall not extend to or cover any claims, suits, actions, damages or causes of action arising out of the gross negligence or willful misconduct of the LANDLORD or TENANT, or anyone acting by, through or under either of them.

The provisions of this section shall survive the termination or expiration of this Sub-Lease Agreement.

ARTICLE XII

LIABILITY FOR DAMAGE OR INJURY

SUB-TENANT hereby acknowledges and agrees that the LANDLORD and TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the Property other than the damage or injury caused solely by the gross negligence of the LANDLORD or TENANT, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIII

TERMINATION

TERMINATION BY TENANT: In addition to the provisions of Article XVIII, the occurrence of any of the following shall be cause for this Sub-Lease Agreement to be terminated by the TENANT upon the terms and conditions set forth below:

A. Automatic Termination:

- (1) Institution of proceedings in voluntary bankruptcy by the SUB-TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the SUB-TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by SUB-TENANT for the benefit of creditors, or assignment or sublet to any third party.
- (4) Failure to comply with the Jessica Lunsford Act, in the event SUB-TENANT'S programs at the Property fall under this provision.
- (5) The tax-exempt status of the Property is rescinded, or at risk of being rescinded, due to the

lease, use, or occupancy of the Property by SUB-TENANT, as further described in Article XXI(k).

- B. Termination after ten (10) days written notice by the TENANT by certified mail, registered mail or any acceptable overnight delivery service to SUB-TENANT for doing any of the following:
- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if SUB-TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
 - (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.
- C. Termination after fourteen (14) days from receipt by SUB-TENANT of written notice by certified mail, registered mail or any acceptable overnight delivery service to the address of the SUB-TENANT as set forth below:
- (1) Non-performance of any covenant of this Sub-Lease Agreement other than non-payment of rent and other matters listed in A and B above, and failure of the SUB-TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
 - (2) Noncompliance by SUB-TENANT of any of the terms and conditions of the Lease Agreement, which it is obligated to perform, and failure of the SUB-TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the TENANT in litigation instituted by the SUB-TENANT against the TENANT or brought by the TENANT against SUB-TENANT.
- E. In addition to the above, the SUB-TENANT acknowledges and agrees that the termination of the

Lease Agreement shall serve to automatically terminate this Sub-Lease Agreement, by operation of law.

F. Notwithstanding any other provision of this Sub-Lease Agreement, the TENANT reserves the right, at any time, without cause, to terminate this Sub-Lease Agreement upon one hundred eighty (180) days prior notice to the SUB-TENANT. Upon such termination, this Sub-Lease Agreement shall cease as though the termination date was the date originally fixed as the end of the term of this Sub-Lease Agreement.

TERMINATION BY SUB-TENANT: The SUB-TENANT shall have the right to terminate this Sub-Lease Agreement at any time by giving the TENANT at least sixty (60) days written notice prior to the date that such termination shall become effective.

ARTICLE XIV **EXTENSION OF TERM**

Provided the Lease Agreement and this Sub-Lease Agreement shall be in full force and effect, and SUB-TENANT shall not be in default for any reason beyond any curative period, SUB-TENANT may extend the term of this Sub-Lease Agreement for two (2) additional terms of five (5) years each, on the same terms and conditions as this Sub-Lease Agreement, upon the receipt by TENANT of ninety (90) days' written notice prior to the expiration of this Sub-Lease Agreement. Notwithstanding the above, this right to extend the term of the Sub-Lease Agreement is entirely contingent on approval by LANDLORD of TENANT'S extension of the term of the Lease Agreement as provided in Article XIV of the Lease Agreement.

ARTICLE XV **NOTICES**

It is understood and agreed between the Parties hereto that written notice shall be addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid, or by hand delivery, or acceptable overnight delivery service and addressed as follows:

TENANT:

Miami-Dade County
Director, Internal Services Department
111 N.W. First Street, 21st Floor
Miami, Florida 33128
with a copy to:

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

SUB-TENANT:

Neighbors and Neighbors Association, Inc.
5120 N.W. 24 Avenue
Miami, Florida 33142
Attention: Director

With a copy to the **LANDLORD** as follows:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities & Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412

Notices provided herein in this paragraph shall constitute sufficient notice to the Parties to comply with the terms of this Sub-Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Sub-Lease Agreement or required by law. Except as otherwise provided in this Sub-Lease Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Sub-Lease Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. "Day" as used in this Sub-Lease Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the TENANT and counsel for the SUB-TENANT may deliver notice on behalf of the TENANT and the SUB-TENANT, respectively. Any party or other person to whom notices are to be sent or copied may notify the other Parties of any change in name or address to which notices shall be sent by providing the same pursuant to this provision.

ARTICLE XVI **INSURANCE**

Prior to occupancy, SUB-TENANT shall furnish to the: (1) Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, and (2) LANDLORD, c/o Planning, Design and Sustainability, 1450 N.E. 2nd Avenue, Room 525, Miami, Florida 33132, Attention: Deputy Chief Facilities & Eco-Sustainability Officer, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage. **Miami-Dade County and The School Board of Miami-Dade County, Florida and its members, officers and employees must be shown as an additional insured with respect to this coverage.**

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the SUB-TENANT, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

C. Workers Compensation Insurance for all employees of the SUB-TENANT as required by Florida Statute 440.

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 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 Insurance and are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ:

**Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, FL 33128**

And

**The School Board of Miami-Dade
County, Florida, and its members,
officers and employees
1450 N.E. 2nd Avenue
Miami, FL 33132**

Compliance with the foregoing requirements shall not relieve the SUB-TENANT of its liability and obligation under this section or any other section of this Sub-Lease Agreement. SUB-TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Sub-Lease Agreement. If insurance certificates are scheduled

to expire during the term of the Sub-Lease Agreement, SUB-TENANT shall be responsible for submitting new or renewed insurance certificates to the TENANT prior to expiration.

ARTICLE XVII
PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS

SUB-TENANT covenants and agrees that during the term of this Sub-Lease Agreement, SUB-TENANT will obtain any and all necessary permits and approvals and that all uses of the Property will be in conformance with all applicable laws, including all applicable zoning regulations. In addition, the SUB-TENANT shall comply with all applicable laws, rules, regulations, ordinances, and codes of all governmental authorities, including, without limitation, LANDLORD Policies, the Florida Building Code, the Americans with Disabilities Act, and the Jessica Lunsford Act, as all may be further amended from time to time, and to the extent required by applicable law.

Any and all charges, taxes, fees, or assessments, including without limitation, sales tax and ad valorem taxes, all licenses, permits or other taxes which may be levied against the Property shall be paid by SUB-TENANT, and failure to do so will constitute a breach of this Sub-Lease Agreement. Nothing in this Article XVII shall be construed to prevent TENANT from seeking any exemption from any of the charges described in this Article XVII that may be available to TENANT because of TENANT'S federal charter. However, sufficient proof of such exemption, acceptable to the LANDLORD in its sole discretion, shall be provided within ten (10) business days of TENANT'S receipt of such exemption.

If at any time during the term of this Sub-Lease Agreement, there is a requirement by any jurisdictional governmental entity for infrastructure improvements or other regulatory compliance due to the SUB-TENANT'S lease, use, or occupancy of the Property, the SUB-TENANT acknowledges and agrees that it shall be solely responsible for compliance with all applicable requirements, at the SUB-TENANT'S sole cost and expense. Non-compliance of any of the applicable requirements shall be deemed a material breach of this Sub-Lease Agreement.

ARTICLE XVIII
DEFAULT OF SUB-TENANT

In addition to the provisions of Article XIII, the TENANT hereby reserves any and all rights to proceed with any remedy available at law or in equity in the State of Florida, or by such other proceedings, including without limitation, terminating this Sub-Lease Agreement, or reentry and recovering possession, as may be applicable. All rights and remedies of TENANT under this Sub-Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to TENANT under applicable law.

ARTICLE XIX **TENANT AS SOVEREIGN**

1. It is expressly understood that notwithstanding any provision of the Sub-Lease Agreement and the TENANT'S status thereunder, TENANT shall not be liable in any manner, whatsoever, to any other party or person for the exercise of its governmental authority, regulatory powers and/or police powers. The Parties agree that:

(a) TENANT retains all of its sovereign prerogatives and rights as a county under Florida laws, and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications, or be liable for the same; and

(b) TENANT shall not by virtue of the Sub-Lease Agreement be obligated to grant SUB-TENANT any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature.

ARTICLE XX **ASSIGNMENTS AND SUBLEASES**

SUB-TENANT shall not assign the Sub-Lease Agreement or sub-sublet the Property, or grant any other right of occupancy for any portion of the Property. This Sub-Lease Agreement shall not be assigned by operation of law. Any attempt to sell, assign or sublet any or all of the Property shall be deemed a material breach by SUB-TENANT.

ARTICLE XXI **ADDITIONAL PROVISIONS**

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

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

b. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any Miami-Dade County property or facilities operated or maintained under any lease (including this Sub-Lease Agreement), any license, or other agreement from Miami-Dade County, or its agencies.

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

c. Recordation

Neither this Sub-Lease Agreement nor the Lease Agreement, or any memorandum thereof, shall be recorded by either Party among the Public Records of Miami-Dade County, Florida.

d. Radon Gas

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

e. Time is of the Essence

Time is of the essence in the performance of this Sub-Lease Agreement.

f. Waiver of Trial by Jury

The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other or the LANDLORD, with respect to any matter arising under this Sub-Lease Agreement or SUB-TENANT'S use or occupation of the Property.

g. Promotion

Other than activities undertaken to promote SUB-TENANT'S program, SUB-TENANT shall not be permitted to use the Property for any type of promotion or advertising of any nature whatsoever.

h. Use Approvals

As referenced above, the SUB-TENANT shall be solely responsible for securing, at its sole cost and expense, all required federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates and/or approvals, including, but not limited to zoning approvals, needed, if any, for the operation of SUB-TENANT'S programs at the Property, prior to the Commencement Date of the Sub-Lease Agreement.

i. Counterparts

This Sub-Lease Agreement may be signed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Sub-Lease Agreement. This Sub-Lease Agreement may be executed in any number of copies, each of which shall constitute an original of this Sub-Lease Agreement.

j. Authority of Superintendent

For purposes of this Sub-Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the LANDLORD to grant or deny any approvals required under this Sub-Lease Agreement dealing with any improvements, alterations, or construction within the Property. In addition, the Superintendent of Schools shall also be the party designated by the LANDLORD to grant or deny any approvals required by the LANDLORD under this Sub-Lease Agreement, including, without limitation, placing the Parties in default, amending any and all exhibits to the Sub-Lease Agreement,

renewing, extending, or terminating the Sub-Lease Agreement as provided herein, and any other matters that require the LANDLORD'S review.

k. Tax-Exempt Status

In addition to the provisions of Article XVII of this Sub-Lease Agreement, SUB-TENANT acknowledges and agrees that in the event the tax-exempt status of the Property is rescinded, or is at risk of being rescinded, by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy, or lease of same by SUB-TENANT, such rescission, or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional governmental entity), shall constitute a default under this Sub-Lease Agreement, and shall result in the automatic and immediate termination of this Sub-Lease Agreement for cause, irrespective of any other term or provision of this Sub-Lease Agreement. Payment of any taxes so imposed shall be remitted to the LANDLORD within ten (10) days of receipt of notice, without demand.

l. Legal Fees and Court Costs

In the event of any litigation between the Parties and/or the LANDLORD under this Sub-Lease Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or termination of this Sub-Lease Agreement.

m. Subordination

This Sub-Lease Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LANDLORD under those leases and to all financing that may now or hereafter affect the leases or the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the SUB-TENANT shall execute promptly any estoppel certificate that the LANDLORD may request.

n. Representations

SUB-TENANT represents and warrants that SUB-TENANT is duly organized, validly existing, and in good standing under the laws of the State of Florida and duly qualified to transact business in the

State of Florida. SUB-TENANT'S corporate status shall remain active and in good standing throughout the term of this Sub-Lease Agreement. SUB-TENANT has full power to execute, deliver, and perform its obligation under this Sub-Lease Agreement. The execution and delivery of this Sub-Lease Agreement, and the performance by the SUB-TENANT of its obligations under this Sub-Lease Agreement, have been duly authorized by all necessary action of the SUB-TENANT, and do not contravene or conflict with any provisions of the SUB-TENANT'S Articles of Incorporation and By-Laws, or any other agreement binding on the SUB-TENANT. The individual(s) executing this Sub-Lease Agreement on behalf of the SUB-TENANT has/have full authority to do so. A copy of SUB-TENANT'S Corporate Resolution authorizing the execution of this Sub-Lease Agreement is attached hereto as **Exhibit "D"**.

o. Supervision

SUB-TENANT shall retain all responsibility for supervision of the Property, and shall maintain the facility safe and secure at all times.

p. Hazardous Materials

SUB-TENANT shall at all times adhere to the Hazardous Materials section of the Lease Agreement, as detailed in Article XXX therein.

ARTICLE XXII

CONFLICTS

The terms and conditions of the Lease Agreement shall take precedence in any conflict between the terms and conditions of the Lease Agreement and the terms and conditions of this Sub-Lease Agreement. This Sub-Lease Agreement is subject to the terms and conditions of the Lease Agreement, and this Sub-Lease Agreement shall automatically terminate upon the termination or expiration of the Lease Agreement. Anything contained in this Sub-Lease Agreement to the contrary notwithstanding, TENANT shall not be deemed to have unreasonably withheld, conditioned, or delayed consent or approval, when required to be given, if LANDLORD shall have withheld, conditioned, or delayed its consent or approval in any instance in which its consent or approval is required. TENANT represents that the Lease Agreement attached hereto as "**Exhibit A**" is true, correct and complete. TENANT shall provide SUB-TENANT with a copy of any amendment to the Lease Agreement immediately after its

execution.

ARTICLE XXIII
GOVERNING LAW

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

ARTICLE XXIV
FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS
& ACCESS TO RECORDS

This Sub-Lease Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The SUB-TENANT acknowledges and accepts the authority of the LANDLORD or TENANT to request and authorize audits, inspections, and reviews related to this Sub-Lease Agreement, including, but not limited to, the authority to access the SUB-TENANT'S records, its legal representatives', assigns' and contractors' records and the obligation of the SUB-TENANT to retain and to make those records available upon request, and in accordance with all applicable laws. The SUB-TENANT shall keep records to show its compliance with this Sub-Lease Agreement. In addition, the SUB-TENANT'S assigns, contractors, and subcontractors must make available, upon the LANDLORD'S or TENANT'S request, any books, documents, papers and records which are directly pertinent to this specific Sub-Lease Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The SUB-TENANT and its assigns, shall: (a) retain all records for five (5) years after the completion of any construction work at the Property; and (b) the SUB-TENANT shall retain such records for five (5) years after the expiration or termination of this Sub-Lease Agreement. Upon termination of this Sub-Lease Agreement, a copy of all public records in possession of the SUB-TENANT, and its assigns, relating to such construction work must be transferred to the LANDLORD at no cost to the LANDLORD. This Sub-Lease Agreement may be terminated by the TENANT should SUB-TENANT fail to allow public access to all documents, papers, letters or other

materials made or received in conjunction with this Sub-Lease Agreement, pursuant to the provisions of Chapter 119, Florida Statutes.

ARTICLE XXV
WRITTEN AGREEMENT

This Sub-Lease Agreement contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by a written amendment executed and delivered by LANDLORD, TENANT, and SUB-TENANT, together with a resolution approved by the Board of County Commissioners.

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

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGES REMAIN]

WITNESSES AS TO THE SUB-TENANT:

SUB-TENANT:
NEIGHBORS AND NEIGHBORS
ASSOCIATION, INC.

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____

(CORPORATE SEAL)

WITNESSES AS TO THE COUNTY:

COUNTY:
MIAMI-DADE COUNTY

Print Name: _____

By: _____
Name: Carlos Gimenez
County Mayor
Date: _____

Print Name: _____

ATTEST:
HARVEY RUVIN, CLERK

(CORPORATE SEAL)

By: _____
Deputy Clerk

**TO THE COUNTY: APPROVED AS TO
LEGAL FORM AND SUFFICIENCY:**

By: _____
County Attorney

CONSENT BY THE LANDLORD:

WITNESSES AS TO THE LANDLORD:

LANDLORD:

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Print Name: _____

By: _____

Alberto M. Carvalho

Superintendent of Schools

Print Name: _____

Date: _____

RECOMMENDED:

Jaime G. Torrens

Chief Facilities Officer

Date: _____

**TO THE LANDLORD: APPROVED AS
TO FORM AND LEGAL
SUFFICIENCY:**

School Board Attorney

Date: _____

**TO THE LANDLORD: APPROVED AS
TO RISK MANAGEMENT ISSUES:**

Office of Risk and Benefits Management

Date: _____

**TO THE LANDLORD: APPROVED AS
TO FINANCIAL SUFFICIENCY:**

Treasurer

Date: _____

RESOLUTION 05-31-16

RESOLUTION AUTHORIZING EXECUTION OF A SUB-LEASE AGREEMENT WITH MIAMI-DADE COUNTY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. (NANA) FOR THAT CERTAIN PROPERTY LOCATED AT 5120 N.W. 24th AVENUE, MIAMI, FLORIDA.


WHEREAS, this Board desires to relocate the organization's operations to accommodate its programs/activities and stay in the community.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF Neighbors and Neighbors Association, Inc., (NANA) approves the sub-lease agreement between Miami Dade County and Neighbors And Neighbors Association, Inc., (NANA) for that certain property located at 5120 N.W. 24th Avenue, Miami, Florida the property consists of two (2) separate parcels having the following Folio Numbers: Folio number 30-3122-000-0010 and 30-3122-005-0010. The property includes approximately 58,000 square feet of building space located on parcels consisting of approximately six (6) acres.

BE IT FURTHER RESOLVED that Leroy Jones, Executive Director is authorized to execute the sub-lease agreement by and between Miami Dade County and Neighbors and Neighbors Association, Inc., (NANA).


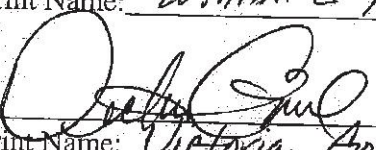
The foregoing resolution was offered by Gregg Cannon , who moved its adoption. The motion was seconded by Teresa LeFlore.

The President thereupon declared this resolution duly passed and adopted this 31 day of May, 2016.

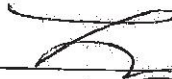

Signature: _____ Secretary

SEAL

WITNESSES AS TO THE SUB-TENANT:


Print Name: William C. Gung

Print Name: Victoria Goss

SUB-TENANT:
NEIGHBORS AND NEIGHBORS
ASSOCIATION, INC.

By: 
Name: Leroy Dukes
Title: Executive Director
Date: 6/11/2016

(CORPORATE SEAL)

EXHIBIT "A"

Lease Agreement between Miami-Dade County and The School Board of Miami-Dade County, Florida

EXHIBIT "B"

Sketch of Property

EXHIBIT "C"

SUB-TENANT'S List of Activities and Services to occur at the Property

Technical Assistance

- Incorporation Service
- Application for Employer Identification Number (EIN)
- Corporate Kit
- Corporate Kit Review
- Issue Stock Certificates
- Contract Review
- One to One Business Consulting
- Small Business Startup Orientation
- City of Miami Micro Enterprise Business Assistance Program
- Business Incubator/Resource Center Program

Workshops

- Entrepreneur/Business Training Certificate Classes
- Business Formation and Choosing an Entity
- Micro Loan Application Review

Financing

- Mom & Pop Small Business Grant
- 7th Ave Business Innovation Investment Grant (BIIG)
- Micro-Enterprise and Small Business Loans

Construction Management Administration

- Miami Dade County Commercial Rehabilitation Programs
- 7th Ave Corridor Community Redevelopment Agency, Commercial Rehabilitation Program
- City of Miami, Commercial Rehabilitation Program
- Redland Market Village Farmer's Market & Culinary Enterprise Center

Public Services

- Respect for Life & Leadership Development
- Visual Media Production
- Recording & Audio Production
- Arts & Crafts
- Conflict Resolution
- Emotional Intelligence and Regulation
- Family Support Workshops

- Family Enrichment Workshops
- Student Empowerment Workshops
- Dance/Choir Rehearsals
- Dance/ Choir Performances
- Board Meetings

Employment Services

- Employ Miami-Dade
- Culinary Arts Training
- Hospitality Training
- Individual career plan
- Case Management
- Mentoring
- Job Placement
- Specialize employment training

EXHIBIT "D"

SUB-TENANT'S Corporate Resolution

RESOLUTION 05-31-16

RESOLUTION AUTHORIZING EXECUTION OF A SUB-LEASE AGREEMENT WITH MIAMI-DADE COUNTY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. (NANA) FOR THAT CERTAIN PROPERTY LOCATED AT 5120 N.W. 24th AVENUE, MIAMI, FLORIDA.

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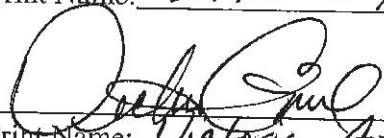
The foregoing resolution was offered by Gregg Cannon , who moved its adoption. The motion was seconded by Teresa LeFlore.

The President thereupon declared this resolution duly passed and adopted this 31 day of May, 2016.


Teresa D. LeFlore
Signature: Secretary

SEAL

WITNESSES AS TO THE SUB-TENANT:


Print Name: William C. Young

Print Name: Victoria Gross

SUB-TENANT:
NEIGHBORS AND NEIGHBORS
ASSOCIATION, INC.

By: 
Name: Leroy Doherty
Title: Executive Director
Date: 6/1/2016

(CORPORATE SEAL)