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Commission on Ethics &
Public Trust
Miami-Dade County

Memorandum

Handwritten signature/initials

To: File

From: Christina Seymour,
Auditor

Date: January 26, 2010

Re: K09- 175 – MLK Leadership Academy / MDEAT

On Monday, December 21, 2009, this auditor and Mr. Art Skinner, Investigator for the Office of the Advocate, Miami-Dade County Ethics Commission (COE), met with Mr. Anthony Williams, Division Director for Youth Development at the Miami Dade Economic Advocacy Trust (MDEAT), to discuss one of the programs administered by MDEAT, “The Martin Luther King - MLK - Leadership Academy.”

For background information, the Miami Dade County MDEAT website provides the following explanation of the MLK leadership program and its mission in the local community:

“Martin Luther King, Jr. Leadership Academy is a specialized program of Miami-Dade county Public Schools where intensive support in academics and social development are key components of its successful teaching techniques. While the program does provide basic academic education to youth who face challenges in the traditional classroom setting, the dedicated teaching staff also infuses the courses with the nonviolence methodology of the late civil rights leader Reverend Dr. Martin Luther King, Jr. – a unique educational approach to instilling discipline and stimulating behavioral changes in the youth.

The Academy, administered by Metro-Miami Action Plan Trust, provides guidance to students in grades 6-9. In addition to basic academics, the students enjoy diverse cultural peer interaction, job skills development, youth entrepreneurial training, judicial awareness activities, budget and household management, individual counseling sessions, and Kingian nonviolence training. As a result, the students receive positive reinforcement, self-assurance, and personal attention supported by a small student-teacher ratio.”

The purpose of our meeting with Mr. Williams, Division Director for the Miami Dade Economic Advocacy Trust (MDEAT), was to obtain an understanding of MDEAT's role (previously known as MMAP) in the financial administration of the MLK Leadership Academy.

A major administrative responsibility that MDEAT provides to the MLK Leadership Academy is the leasing of facility space to accommodate an academic setting where the program goals could be carried out. As such, on August 1, 2005, MDEAT, as an instrumentality of Miami-Dade County, entered into a lease contract with Solid Foundation, a Florida Corporation, *{See Exhibit A for copy of Florida Department of State Corporate record for Solid Foundation.}* to provide facility space at the following premises:

- 1) Approximately 15,269 square feet of space of office space located at 13331 Alexandria Drive, Opa-Locka, FL 33054;
- 2) The vacant lot on the West side of Alexandria Drive; and,
- 3) Basketball court and playground south of the northeast fence.

Mr. Williams provided the COE with the actual Lease Agreement between "Solid Foundation" and MMAP for the purpose of understanding the contractual relationship between "Solid Foundation" and Miami-Dade County's MMAP agency, which is responsible for administrating the MLK Leadership Academy. *{See Exhibit B for copy of the Lease Agreement.}*

Per the terms of the Lease Agreement, which had an effective date of August 1, 2005 through July 31, 2008, Solid Foundation (the Landlord) contracted with MMAP (the Tenant) to lease facility space for a three year period for \$100,000 per year, payable in twelve (12) monthly installments of \$8,333.33. The lease states that it is the responsibility of the Landlord to provide, repair, and maintain all leased facilities in good condition and appearance during the term of the Lease. Additionally, the Lease states that it is the Tenant's responsibility to pay all utility charges for water and electricity used by the Tenant.

During the COE's meeting with the MDEAT Division Director Mr. Anthony Williams, the following were statements / responses made to the COE by Mr. Williams with regards to MLK Leadership Academy and MDEAT's role in administering this academic youth enrichment program:

- 1) Mr. Williams stated that Mr. Frank Tarrau, a Miami-Dade County employee of MDEAT, is the Director of the MLK Leadership academy. As an employee of Miami-Dade County, Mr. Tarrau's salary is paid by the County.
- 2) The number of students in the MLK Leadership Academy is approximately 170 children. At this time, the academy is only accepting youths in the school grades of Grade 6, 7, and 8.
- 3) The MLK Academy is paid for by state funds issued to the Miami-Dade County school system.

- 4) The MLK Leadership Academy operates for ten (10) months out of the calendar year.
- 5) The MLK Leadership Academy school teachers are hired by MDEAT as independent contractors and issued 1099's for tax purposes (i.e. these individuals are not employees of either Miami-Dade County public schools or Miami-Dade County).
- 6) Mr. Williams stated that the Miami-Dade County Audit & Management Services (AMS) Department recently completed an audit of the MLK Leadership Academy. An audit of the revenues and expenditures for this program was completed by AMS and the only audit finding was that some rent invoices issued by Solid Foundation to MDEAT included charges for plumbing and maintenance repairs totaling \$1,480, which according to the Lease, are the responsibility of the Landlord, Solid Foundation.
- 7) MDEAT (or MMAP at the time of AMS's audit) responded to this audit finding, that after a thorough inspection of the facility where the repairs were performed, it was determined that MMAP was responsible for these damages and thus was required to pay Solid Foundation \$1,480 for the damage done to the facilities by the MLK Leadership Academy. *{See Exhibit B for copy of the AMS audit report finding and management response.}*

Attachments

CMS/cms

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Detail by Entity Name

Florida Non Profit Corporation

SOLID FOUNDATION LEARNING CENTER, INC.

Filing Information

Document Number N05000004643
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Event Date Filed 09/05/2007
Event Effective Date NONE

Principal Address

13485 ALEXANDRIA DRIVE
OPA LOCKA FL 33054

Mailing Address

13485 ALEXANDRIA DRIVE
OPA LOCKA FL 33054

Registered Agent Name & Address

SILAS, LILA DR.
13485 ALEXANDRIA DRIIVE
MIAMI FL 33054 US

Address Changed: 05/01/2009

Officer/Director Detail

Name & Address

Title P

SILAS, LILA DR.
13485 ALEXANDRIA DRIVE
OPA LOCKA FL 33054

← "Lila Taylor" ?

Title VP

MITCHELL, TRAYVON
18712 NW 22 AVENUE
MIAMI FL 33056

Title SEC

ROGERS, AVIS
2398 NW 119 STREET



MIAMI FL 33167

Title T

SPANN, MARGARET
13485 ALEXANDRIA DRIVE
OPA LOCKA FL 33054

Annual Reports

Report Year Filed Date

2007	09/05/2007
2008	09/04/2008
2009	05/01/2009

Document Images

- | | |
|-----------------------------------|--|
| 05/01/2009 -- ANNUAL REPORT | View image in PDF format |
| 09/04/2008 -- ANNUAL REPORT | View image in PDF format |
| 09/05/2007 -- REINSTATEMENT | View image in PDF format |
| 05/05/2005 -- Domestic Non-Profit | View image in PDF format |

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LEASE AGREEMENT

THIS AGREEMENT made on the 1st day of August 2005, by and between SOLID FOUNDATION, a Florida Corporation, hereinafter called the "LANDLORD," and the METRO-MIAMI ACTION PLAN TURST (MMAP) an Agency and instrumentality of Miami-Dade County, a political subdivision of the State of Florida, hereinafter called "TENANT," whose address is 19 West Flagler Street, Room M-106, Miami, Florida 33130.

WITNESSETH:

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

- A. Approximately 15,269 square feet of air-conditioned and heated office space at 13331 Alexandria Drive, Opa-Locka, Florida 33054 (See Exhibit "A")
- B. The Vacant Lot on the West side of Alexandria Drive (West Grass Area) Folio on Exhibit "A"
- C. The Basketball Court and Playground South of North East Fence (See Exhibit "A")

TO HAVE AND TO HOLD unto the said TENANT FOR A TERM OF THREE (3) YEARS, commencing upon approval by the Metro-Miami Action Plan Trust and acceptance of leased space (the "Commencement Date"), and terminating three years thereafter. The Commencement Date is August 1, 2005 and ends July 31, 2008. LANDLORD shall use its best efforts to give TENANT possession as nearly as possible at the beginning of the Lease term. If LANDLORD is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against LANDLORD for any such delay.

TENANT shall pay to LANDLORD during the initial term on the lease One Hundred Thousand Dollars and 00/100 (\$100,000.00) per year, payable in twelve (12) equal monthly installments of Eight Thousand Three Hundred Thirty Three Dollars and 33/100 (\$8,333.33). Each installment payment shall be due in advance on the first day of each calendar month during the lease term to LANDLORD at 13331 Alexandria Drive, Opa-Locka, Florida 33054 or at such other place and to such other person as LANDLORD may from time to time designate in writing. Commencing the Second Year of this agreement the TENANT shall pay to LANDLORD One Hundred Ten Thousand Dollars and 00/100 (\$110,000.00) for rent. Thereafter, the Annual Base Rent shall be adjusted, as outlined in Article XIX, "Rent Adjustment", commencing on the beginning of the third twelve-month period during the term.

Wherever used herein, "Lease Year" shall be deemed to be a twelve (12) calendar month period beginning on the first day of the first calendar month after the day on which the Lease Term begins, or such day itself if it falls on the first day of a calendar month.



In addition to the Annual Base Rent provided herein, TENANT shall pay all other sums required to be paid hereunder as and when same become due and payable, herein called "Additional Rent" in Article XIX, "Rent Adjustment"; as increased pursuant to the Rent Adjustment; in Article XXIV, "Taxes" and as increased pursuant to the Rent Adjustment in Article XIX "Option To Renew." LANDLORD shall have the same remedies for default in the payment of additional rent as are available to LANDLORD in the case of a default in payment of rent.

The TENANT shall pay for the fractional month following the commencement of the Lease, if the term of this Lease commences on a day other than the first (1st) day of a month on a per diem basis [calculated on the basis of a thirty (30) day month] payable on commencement of the term of this Lease. Any rental payment hereunder for any other fractional month shall likewise be calculated and paid on a per diem basis.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by the TENANT for the performance of MMAP business, County business by County departments, agencies, and authorities and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF PREMISES

The LANDLORD, at its own expenses shall cause the demised premises to be in a state of good repair and suitable for usage by the TENANT at the commencement of this Lease.

Subject to above, the TENANT hereby accepts the premises to be in a state of good repair and suitable for usage by the TENANT at the commencement of this Lease and acceptance by the TENANT.

ARTICLE III
UTILITIES

The TENANT during the term hereof, shall pay all charges for water, and electricity used by TENANT. Shall be responsible for its own waste disposal.

ARTICLE IV
MAINTENANCE

The **LANDLORD** agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

Plumbing and electrical lines, fixtures and equipment;
Roof and roof leaks;
Air-conditioning and heating equipment;
Hallway and stairs;
Halls, stairways, lavatories;
Windows, doors, and frames;
Parking lots and paved drive ways
Fire equipment, including inspection as required by applicable fire codes.
Landscaping and Lawn Maintenance (**TENANT** is responsible for removal
Of trash and debris created by **TENANT** or activities associated
With **TENANT'S** business or services;
Janitorial and custodial services (**TENANT** Responsibility);

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the premises during the term of this Lease Agreement the aforementioned maintenance, and services as described above.

Upon the failure of the **LANDLORD** to effect repairs or to perform the above-stated services pursuant to this Lease, after ten (10) days' written notification to do so by **TENANT**, the **TENANT** may cause the repairs or services to be performed and deduct their cost from the rental payments due and to become due until each instance the **TENANT** has fully recovered such costs in accordance with audited costs of repair furnished by the **TENANT** to the **LANDLORD**. In event of an emergency, **TENANT** after proper notification to the **LANDLORD** and failure of the **LANDLORD** to take immediate action, may perform repairs that are the **LANDLORD'S** responsibility and receive a credit against rental payments or a cash reimbursement from **LANDLORD** for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, in **TENANT'S** reasonable judgment a condition exists with respect to any matter in which the **LANDLORD** is obligated to maintain, that which adversely affects **TENANT'S** operations, and after proper notice, **LANDLORD** fails to repair same as required, **TENANT** may make such repairs and deduct the cost thereof from rental payments or any other amounts due to **LANDLORD** hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good workmanlike manner.

Notwithstanding the provisions of this **Article IV** if plumbing and sink are installed on the premises by **LANDLORD** or **TENANT**, it is the obligation of the **TENANT** to maintain the plumbing and sink so installed and pay for any maintenance to that plumbing that may become necessary due to stoppages caused by **TENANT** or tenant's agent, employees, invitees, or visitors or to provide any other maintenance that may be required to the entire system so installed due to stoppages caused by **TENANT** tenant's agent, employees, invitees, or visitors.

TENANT shall use its best efforts not to commit or allow any waste or damage to be committed on any portion of the premises. TENANT shall, at its own cost and expense, make any repairs or replacements to the premises required by the acts, whether of commission or omission, of TENANT or Tenant's agents, employees, invitees, or visitors. If TENANT fails to make such repairs or replacements, TENANT shall repay the cost thereof as additional rent to the LANDLORD upon demand.

ARTICLE V **ALTERATIONS BY TENANT**

The TENANT may not make any alterations, additions, or improvements in or to the premises without the written consent of the LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease. Subject to the above, any removable partitions installed by the TENANT within the demised premises shall remain the TENANT'S property and may be removed by the TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI **DESTRUCTION OF PREMISES**

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of the TENANT and cannot be restored within thirty (30) days from the date of damage in LANDLORD'S reasonable opinion, then either party may cancel this Lease by the giving of written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, the TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which the TENANT shall be deprived of use and occupancy. The TENANT shall not be liable for rent during such period of time as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE VII **DISABLED INDIVIDUALS**

The LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1991 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

The **LANDLORD** further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. **LANDLORD** covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at **LANDLORD'S** cost and expense except where changes are required as a result of **TENANT'S** change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of the **LANDLORD** under this Section within thirty (30) days of written notice by the Metro-Miami Action Plan Trust of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then **LANDLORD** agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

The parties acknowledge that, although this Lease is being executed with the Metro-Miami Action Plan Trust as the **TENANT**, the leased premises shall be used and occupied solely by the Metro Miami Action Plan Trust and its employees from time to time and, notwithstanding anything to the contrary hereinabove set forth, **TENANT** shall have no right to permit the use or occupancy of the leased premises by any other agency, or work force without the prior written consent of the **LANDLORD**, which may be withheld in the **LANDLORD'S** sole discretion.

The **LANDLORD** agrees that the Metro-Miami Action Plan Trust, at MMAP's expense, make such changes to the leased premises or the access thereto as may be required by the Metro-Miami Action Plan Trust to accommodate disabled individuals or to provide program accessibility in connection with any such change in the County programs or work force, if such change in the said programs or work force is previously approved in writing by the **LANDLORD** as aforesaid. **TENANT** agrees to return the premises to the **LANDLORD** in the same condition premises existed except for ordinary wear and tear on the Commencement Date of this Lease, at **TENANT'S** expense, if requested by the **LANDLORD**.

ARTICLE VIII **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the premises above described shall be at the risk of **TENANT** or the owner thereof. The **LANDLORD** shall not be liable to **TENANT** for any damage to said personal property unless caused by or due to negligence or willful misconduct of **LANDLORD**, **LANDLORD'S** agents or employees.

ARTICLE IX **SIGNS**

Signs will be approved by the **LANDLORD**, the cost of installation to be paid by the **TENANT**. All signs shall be removed by **TENANT** at termination of the Lease and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected

or repaired by TENANT.

ARTICLE X
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

The TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or any extension thereof, said leased premises in as good condition as said premises were at the beginning of the term of this Lease, ordinary wear and tear and damage by fire and windstorm or other Acts Of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

The TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida. Statutes, subject to the provisions of that Statute whereby the TENANT 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 \$100,000.00 or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000.00 from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein

shall be deemed to indemnify the **LANDLORD** for any liability or claim arising out of the negligent performance or failure of performance of the **LANDLORD** or any unrelated third party. **LANDLORD** does hereby agree to indemnify and save the **TENANT** harmless from any and all claims, liability, losses, and causes of action which may arise solely as a result of **LANDLORD'S** negligence.

ARTICLE XV **SUCCESSORS IN INTEREST**

It is hereby mutually agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed. Notwithstanding the foregoing, **TENANT** shall have no right to assign or sublet its interest in this Lease without the prior written consent of the **LANDLORD**.

ARTICLE XVI **ASSIGNMENT BY LANDLORD**

If the interest of **LANDLORD** under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings from enforcement of any mortgage on the premises, **TENANT** shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extensions or Renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser, including the Mortgagee under any such mortgage if it is Purchased, as its **LANDLORD**, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the **LANDLORD** under this Lease Agreement. The respective rights and obligations of **TENANT** and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of **LANDLORD'S** interests, **LANDLORD** shall be released and relieved from all liabilities and responsibility to **TENANT** thereafter accruing under this Lease Agreement or otherwise and **LANDLORD'S** successors by acceptance of rent from **TENANT** hereunder shall become liable and responsible to **TENANT** in respect to all obligations of the **LANDLORD** under this Lease Agreement. Notwithstanding any law to the contrary, **LANDLORD** and **TENANT** agree that the rights created by this Lease Agreement shall be subordinate to any other instruments affecting the premises, such as mortgages, subsequent purchase agreements, or encumbrance, whether presently in existence or later created or filed.

ARTICLE XVII **NON DISTURBANCE**

The lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided however, that with respect to any

ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder or any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD'S Work landlord shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alterations of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII **OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, the TENANT, through its Agent or designee, is hereby granted the option to extend this Lease for two (2) additional one (1) year renewal periods upon the same terms and conditions, except that the rental rate shall be adjusted each renewal period in accordance with the Consumer Price Index (CPI) as outlined in Article XIX, "Rent Adjustment; by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT'S right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT'S failure to exercise the option.

ARTICLE XIX **RENT ADJUSTMENT**

The base rent for the third year of the initial Lease term and for each twelve-month period thereafter shall be computed by multiplying the Annual Base Rent of \$110,000.00 by a fraction whose numerator shall be the Consumer Price Index (CPI) for the month of January of such twelve-month period and whose denominator shall be the Consumer Price Index (CPI) for January 2005. For purposes hereof, the Consumer Price Index to be used shall be the National Consumer Price

Index for all Wage Earners & Clerical Workers, U.S. City Average (All items: 1982-84=100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency of the United States that shall issue indexes or data of similar type. The LANDLORD shall notify the TENANT OF THE ADJUSTED MONTHLY RENT, IN WRITING, PRIOR TO THE RESPECTIVE ANNIVERSARY DATE, IF SUCH RENT ADJUSTMENT OCCURS. In no event shall the rent adjustment exceed five (5%) per annum, or be less than the rent for the immediately preceding year.

ARTICLE XX **CANCELLATION**

This lease is funded by a contract with the Miami-Dade County School Board. ~~The Contract with the Miami-Dade County School Board has a thirty (30) day cancellation clause and is subject to funding by the Florida Legislature. Therefore the TENANT, through the METRO-MIAMI ACTION PLAN TRUST or their designee, shall have the right to cancel this Lease Agreement if funding is stopped or if the contract with the Miami-Dade County School Board is cancelled by the Miami-Dade County School Board, by giving the LANDLORD at least thirty (30) days written notice prior to its effective date of such cancellation.~~

ARTICLE XXI **NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Metro-Miami Action Plan Trust
19 West Flagler
Suite M-106
Miami, Florida 33130

LANDLORD:
Solid Foundation
13331 Alexandria Drive
Opa-Locka, Florid 33054

shall constitute sufficient notice to the TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to the LANDLORD to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

ARTICLE XXII
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

- A. **INDOOR AIR QUALITY.** LANDLORD shall at all times maintain the heating, Ventilation, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified by manufacturer.
- B. **WATER QUALITY.** LANDLORD shall prior to occupancy by TENANT and following any changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The original test results shall be furnished to the TENANT.
- C. **NOTICE OF PEST MANAGEMENT OPERATIONS.** The use of pesticide sprays or dusts in the leased premises as part of pest control services shall only be used in places of infestations as observed by TENANT or demonstrated by stick traps or other such devices but never as a preventative measure. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages the employment and use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with Material Safety Data Sheet (MSDS) provided by their manufacturer.
- D. **NOTICE OF RENOVATION OPERATIONS.** LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the build out or renovation of the demised space.

ARTICLE XXIII
HOLDOVER

If TENANT, with the LANDLORD'S consent, remains in possession of the premises after

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

ARTICLE XXIX TAXES

Each year, during the term of this Lease or any renewal thereof, the TENANT agrees to pay its pro rata share of any increase in real estate taxes over the base year of 2005 Ad Valorem Tax. TENANT'S pro rata share is based on 15,269 square feet of leased space or 76 percent within the total square footage of the building, which is 20,000 square feet. This is to be paid as additional rent thirty (30) days of presentation of paid tax bills; TENANT agrees to pay the LANDLORD the November discounted amount.

ARTICLE XXV TERM OF LEASE

Notwithstanding any of the provisions of the above Lease, LANDLORD and TENANT agree that the Term of said Lease shall commence upon approval by the METRO-MIAMI ACTION PLAN TRUST, completion of alterations, and acceptance of the leased space by TENANT (the "Commencement Date"), and shall end (unless sooner terminated as provided in the Lease) at midnight on the date of the expiration of three (3) years, zero (0) months from the first day of the calendar month next succeeding the Commencement Date; provided, however, notwithstanding the commencement of the Term, the LANDLORD and TENANT shall be subject to all of the terms, conditions, and obligations of the parties from and after the execution hereof. Any and all leases of space in the building currently existing between LANDLORD and TENANT being more specifically identified as exhibit A shall, unless otherwise terminated in writing by the parties or pursuant to the provisions of such other Lease(s), continue to remain in full force and effect until the Commencement Date hereof. Within ten (10) days after the Commencement Date, a Memorandum of Understanding shall be executed between LANDLORD and TENANT, through its agent or designee, fixing the definite Commencement and Termination Dates of said Lease. The parties agree that the rental Commencement Date shall be and rent shall commence to accrue on and as of the Commencement Date.

ARTICLE XXIII WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the METRO-MIAMI ACTION PLAN TRUST.

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

Avis W. Rogers
WITNESS Avis W. Rogers

[Signature]
WITNESS A.L. McCall

[Signature]
WITNESS JOEY WALKER

[Signature]
WITNESS Karen Allen

SOLID FOUNDATION

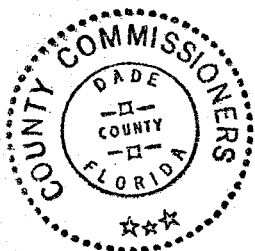
By: [Signature]
Lila Taylor

METRO-MIAMI ACTION PLAN TRUST

By: [Signature]
Randel Carr

ATTEST:

By: [Signature]
Deputy Clerk



Office		Classroom	Folio No.: 08-2128-003-0230
	Girls Bathroom		Folio No.: 08-2128-003-0240
			Folio No.: 08-2128-003-0260
			Folio No.: 08-2128-003-0250

	Boys Bath	Lower Floor
Classroom	Classroom	Folio No.: 08-2128-003-0220
		Folio No.: 08-2128-003-0270

Concrete Court

Not MLK	Not MLK	Not MLK
Not MLK	Upper Floor	
MLK		
Computer Lab Classroom	Folio No.: 08-2128-003-0270	
Classroom		

Basketball Court

Not MLK
Teachers Lounge

Folio No.: 08-2128-003-0310

Folio No.: 08-2128-003-0320

Classroom	Classroom
-----------	-----------

Folio No.: 08-2128-007-0182

Folio No.: 08-2128-007-0180

Folio No.: 08-2128-007-0184

Folio No.: 08-2128-007-0221 West Grass Area

Office	Classroom	Classroom	Classroom
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Folio No.: 08-2128-007-0183

Classroom	Cafeteria	Girls Bath Room	Boys Bath Room
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EXHIBIT A.

**METRO-MIAMI ACTION PLAN TRUST
MOTION AND APPROVAL BALLOT**

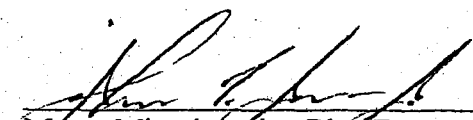
SUBJECT: Motion to authorize the MMAP Trust President/CEO to expend an amount up to \$100,000 from the Education Committee Budget to enter into a lease agreement with Mr. John Taylor to house the Martin Luther King, Jr. Academy at the Vankara School site located at 13331 Alexandria Drive in Opa Locak, FL for the 2005-2006 school year.

Motion made by: Marzell Smith, Ed. D.
Seconded by: Marie B Hyppolite

	MEMBERS	YES	NO	ABSENT
1 st Vice Chairperson	Arthur J. Barnes	X		
	Parliamentarian			X
2 nd Vice Chairperson	Tony E. Crapp, Jr.			X
	Thomas B. Donaldson			X
	Veldrin Freemon	X		
	Robert Holland, Esq.			X
	Marie B. Hyppolite	X		
	Beverly Kovach	X		
	Benedict P. Kuehne, Esq.			X
	Greicy Lovin-Meighan	X		
	Omar Malone			X
	Calvetta Phair	X		
Chairperson	Marty Pinkston, Ed. D.	X		
	Herbert Robinson			X
	Marzell Smith, Ed.D.	X		
	Cynthia A. Stafford, Esq.			X
	Daniel Wick, Jr.			X
	Richard E. Williams, Ph.D.			X
	Hannie L. Woodson	X		
	John T. Jones, Jr.	X		
	(Vacant)			
	(Vacant)			
	TOTALS	10		9

X APPROVED

NOT APPROVED


 Metro-Miami Action Plan Trust
 Chairperson

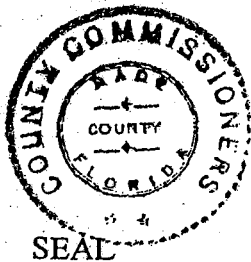
7/22/2005
 Date

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

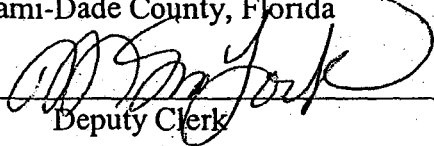
I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County, Florida,
and Ex-Officio Clerk of the Board of County Commissioners of said County, DO

HEREBY CERTIFY that the foregoing is a true and correct copy of the motions and
votes tallied at the Metro-Miami Action Plan Trust's meeting of July 22, 2005, pertaining
to agenda items: 1) \$35,000 for the Economic Development Mobile Unit's operations for
FY 05-06; 2) \$20,000 for the MLK Academy's relocation expenses; 3) \$100,000 to lease
space at the Vankara School site to house the MLK Academy; 4) \$85,000 for a
coordinator for the Meek Foundation; and 5) the MMAP Trust President/CEO Vincent
Brown's resignation and six months severance pay effective September 30, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 25th day
of July, A.D. 2005.



HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By 
Deputy Clerk

Board of County Commissioners
Miami-Dade County, Florida

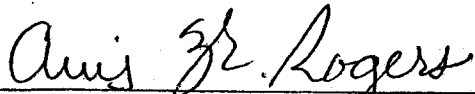
BOARD RESOLUTION

The undersigned hereby certifies that she is the Recording Secretary of SOLID FOUNDATION LEARNING CENTER, INC., a corporation operating under the laws of the State of Florida, and that the following is a true and correct copy of a Resolution adopted by the Board of Directors of SOLID FOUNDATION LEARNING CENTER, INC. held on July 20, 2005 at 6:00 pm.

RESOLVED by the Board of Directors that Lila E.T. Taylor - Board Member-Elect to Solid Foundation Learning Center, Inc. - shall be authorized to execute and sign the Lease Agreement between SOLID FOUNDATION LEARNING CENTER, INC. and METRO-MIAMI ACTION PLAN TRUST, INC.

That the Adoption of said Resolution was duly voted upon and passed, and was in all respects legal, and that said Resolution is in full force and effect, and has not been modified or rescinded.

SIGNED AND SEALED, this 20th day of July 2005.



Avis Rogers - Secretary/Treasure
Board of Directors
Solid Foundation Learning Center, Inc.

**AMENDMENT TO LEASE AGREEMENT
BETWEEN SOLID FOUNDATION AND
METRO-MIAMI ACTION PLAN TRUST**

This Amendment to the Lease Agreement (hereinafter "Amendment") entered this day 25th of July, 2008, by and between SOLID FOUNDATION, a Florida Corporation (hereinafter "Landlord") and METRO MIAMI ACTION PLAN TRUST, an agency and instrumentality of Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Tenant").

WITNESSETH

WHEREAS, on August 1, 2005, Landlord and Tenant entered into a Lease Agreement (hereinafter "Lease"); and

WHEREAS, the Lease shall expire on July 31, 2008; and

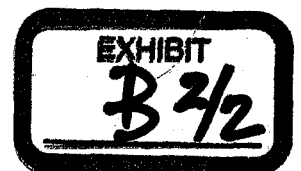
WHEREAS, on July 25, 2008, Tenant provided to Landlord a Notice of Non-Renewal of Lease Agreement advising that due to financial constraints Tenant is unable to renew the Lease; and

WHEREAS, Landlord and Tenant desire to extend the Lease to provide Tenant ample time to vacate the Premises,

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following modifications to the Agreement:

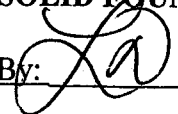
1. The parties agree, pursuant to Article XXIII of the Lease, entitled "HOLDOVER", to extend the Lease and the terms contained therein until August 31, 2008. The rent for the period of the holdover shall be Eight Thousand Six Hundred Thirty Three Dollars and 33/100 (\$8,633.33).
2. Except for the aforementioned modifications, and in all other respects, the Lease shall remain in full force and effect in accordance with the terms and conditions specified therein.
3. This Amendment shall become effective as of the date first written above and shall be applicable only to events occurring during the term of this Amendment.
5. Counterparts. This Amendment may be signed in any number of counterparts, each which shall be an original and all of which shall represent one agreement.
6. This Amendment shall become effective on the date, or the latest date, that is executed by all parties hereto and executed original or counterparts are delivered to the representative parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS HEREOF, the parties have entered into this Agreement as of the Effective Date.

SOLID FOUNDATION

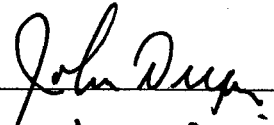
By: 

Name: Lila Taylor

Title: Authorized Executor

Date: 07/25/08

METRO MIAMI ACTION PLAN TRUST

By: 

Name: John Dixon

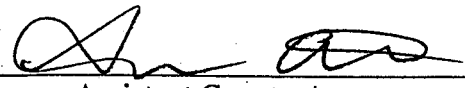
Title: Julian Ex. Trust

Date: Aug 6, 08

Attest: _____
Clerk of the Board

Name/Title: _____

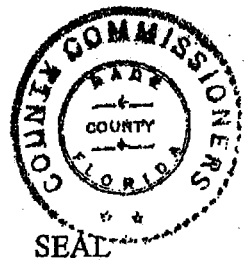
Approved for form and legal sufficiency:

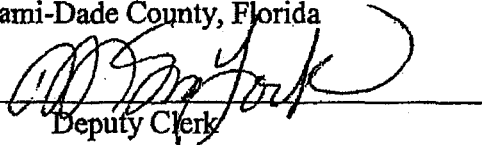

Assistant County Attorney

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the motions and votes tallied at the Metro-Miami Action Plan Trust's meeting of July 22, 2005, pertaining to agenda items: 1) \$35,000 for the Economic Development Mobile Unit's operations for FY 05-06; 2) \$20,000 for the MLK Academy's relocation expenses; 3) \$100,000 to lease space at the Vankara School site to house the MLK Academy; 4) \$85,000 for a coordinator for the Meek Foundation; and 5) the MMAP Trust President/CEO Vincent Brown's resignation and six months severance pay effective September 30, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 25th day of July, A.D. 2005.



HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida
By 
Deputy Clerk

Board of County Commissioners
Miami-Dade County, Florida

MARTIN LUTHER KING, JR. LEADERSHIP ACADEMY

The Martin Luther King, Jr. Leadership Academy (MLK Academy) is a specialized program funded by the Miami-Dade County Public School System and administered by MMAP. The Program covers basic academic courses for grades 6 through 9, as well as cultural peer interaction, job skills development, youth entrepreneurial training, judicial awareness activities, budget and household management, individual counseling sessions, and nonviolence training. Program revenue and expenditures are summarized in Table XXV.

Table XXV
Revenue and Expenditures

	For the Year Ended September 30				Total
	2004	2005	2006	2007	
Revenue:					
Miami-Dade County Public School System	\$ 640,603	\$ 804,802	\$ 651,760	\$ 618,434	\$ 2,715,599
General Fund Subsidy	-	-	-	42,000	42,000
	<u>640,603</u>	<u>804,802</u>	<u>651,760</u>	<u>660,434</u>	<u>2,757,599</u>
Expenditures:					
Salaries and Benefits	61,832	65,294	71,255	76,905	275,286
Professional Service Agreements	521,901	602,840	494,140	408,124	2,027,005
Rentals and Leases	3,657	93,905	101,480	96,013	295,055
Consulting Services	13,184	19,780	35,276	40,889	109,129
Other Operational Costs	10,608	22,353	12,881	36,857	82,699
Grants to Others	2,622	630	2,574	1,056	6,882
	<u>613,804</u>	<u>804,802</u>	<u>717,606</u>	<u>659,844</u>	<u>2,796,056</u>
Net Surplus/(Deficit)	26,799	-	(65,846)	590	(38,457)
Beginning, Fund Balance	39,142	65,941	65,941	95	39,142
Ending, Fund Balance	\$ 65,941	\$ 65,941	\$ 95	\$ 685	\$ 685

Source: FAMIS General Ledger Reports

Expenditures were primarily comprised of charges under Professional Service Agreements for MLK Academy personnel. Additionally, from August 2005 through September 2007, \$223,563 was paid to Solid Foundation Learning Center, Inc. to rent the facility housing the MLK Academy and Teen Court Programs. Of that amount, \$215,229 was allocated to the MLK program and \$8,334 to Teen Court. Rent Invoices for May, June, and July 2007 included charges for plumbing and other maintenance repairs totaling \$1,480 which, according to the lease, are the responsibility of the landlord.

Recommendation

Unless otherwise agreed by MMAP in advance, seek reimbursement of the \$1,480 that should have been paid by the lessor.

Auditee Response

MMAP agreed to be responsible for these damages. The MMAP staff arrived at this conclusion after a thorough inspection of the facility. In the future, MMAP will agree in writing prior to paying for these expenditures.

