

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), executed this ___ day of _____, 202___ between CITY OF MIAMI BEACH, a Florida municipal corporation ("City" or "Lessor") and the MIAMI BEACH POLICE ATHLETIC LEAGUE, INC. (PAL), a not for profit corporation (Lessee).

WITNESSETH: The Lessor, for and in consideration of the rent herein reserved to be paid by the Lessee, and in consideration of the covenants herein to be kept and performed by the Lessee, does hereby lease and demise unto the Lessee the following City-owned property (the "Premises") situated in the City of Miami Beach, County of Dade, State of Florida:

The building ("Building"), currently named and referred to as the "Pal Center", having approximately 13,367 sq. ft. located at 999 11th Street, Miami Beach, Florida 33139, in Flamingo Park, together with all improvements and appurtenances located thereon, more particularly described as a portion of Block 90, Ocean Beach, Fl. Addition No. 3 (Dade County P.B. 2, P. 81), and depicted in the attached **Exhibit A**.

Lessor and Lessee hereby acknowledge and agree that the Premises, including, without limitation, the Building are owned by the City of Miami Beach, Florida.

TO HAVE AND TO HOLD the Premises unto the Lessee, from the 1st day of July, 2025 to and including the 29th day of June, 2035, the Lessee yielding and paying to the Lessor the rental sum of one (\$1.00) dollar per year.

The Lessee agrees to keep, conform to and abide by each of the following covenants which are hereby made conditions of this Lease:

1. To pay the rent set forth herein in advance, at the times and in the manner aforesaid, and should the rent herein provided at any time remain unpaid after same shall become due, the Lessor shall have such remedies as may be granted pursuant to the laws of the State of Florida. All rent payments shall be made to the Lessor at the following address: City of Miami Beach, Finance Department, 1700 Convention Center Drive, Miami Beach, Florida, 33139, or at such other place as the Lessor may, from time to time, designate in writing.

2. Payments.

2.1 Sales/Use/Excise Tax(es). Lessee shall pay all sales or use or excise tax(es), if any, imposed, levied or assessed against the rent, or any other charge or payment required by any governmental authority having jurisdiction over the Premises, even though the taxing statute or ordinance may purport to impose such charge or payment against Lessor. The payment of such sales, use, or excise tax(es) shall be made by Lessee concurrently with payment of the annual rental.

2.2 Real Estate Taxes. Lessee also agrees that it will pay its Proportionate Share of real estate taxes, if same are also assessed against the Premises. As used herein, Lessee's "Proportionate Share" means a fraction, the numerator of which is the square footage of the Building being occupied exclusively by Lessee and jointly by Lessee and Lessor, and the denominator of which is the square footage of all of the rentable area in the Building. As of the Effective Date, Lessee is occupying approximately fifty percent (50%) of the Building, with the balance of the Building being occupied by the Lessor's Parks and Recreation Department: with

certain portions of the Building being occupied exclusively by PAL ("PAL's Area"), certain portions of the Building being occupied exclusively by the City ("City's Area"), and certain portions of the Building being shared by PAL and the City ("Shared Area"), as more particularly described in the Site Plan, attached hereto and incorporated herein as composite Exhibit "A-1". Unless otherwise indicated herein. Lessee's Proportionate Share shall be deemed to be fifty percent (50%). Lessee's Proportionate Share of real estate taxes will be paid upon demand accompanied by a copy of the paid tax bill. The Premises is not currently assessed real estate taxes. **Notwithstanding the foregoing or anything to the contrary in this Lease, if the Premises are assessed real estate taxes, solely as a result of PAL's use of the Premises (including the use by any subtenants of PAL), PAL shall be solely responsible for the total real estate tax assessment.**

2.3 Operating Expenses. The operating expenses for the Building shall be shared between the Lessor and Lessee, as follows:

2.3.1 Utilities. Based upon the parties' current use of the Premises. Lessor and Lessee shall each be responsible for payment of fifty percent (50%) of the total utility bills generated in connection with the joint use of the Premises, which includes the bills for electricity, water, and cable ("Shared Utility Expenses"). As of the Effective Date, Lessor pays for the water bill for the Premises ("City's Utility Expenses") and Lessee pays for the electricity and cable bills of the Shared Utility Expenses for the Premises ("PAL's Utility Expenses"). Each party shall continue to pay the utility bills, as currently established; however, within thirty (30) days from the end of each quarter (the end of each Quarter shall be referred to herein as September 30th, December 31st, March 31st, and June 30th) throughout the term. Lessee shall provide Lessor with a reconciliation, including the supporting documentation for PAL's Utility Expenses, and Lessor will, in turn, provide Lessee with a reconciliation, including the supporting documentation for the City's Utility Expenses, showing each party's respective share of the Shared Utility Expenses. The reconciliation payment shall be due within thirty (30) days from receipt of the reconciliation. The Lessor's Division of Asset Management shall provide Lessee with copies of the water bills, based upon the established City of Miami Beach rates, and as registered on the onsite water meter for the Premises, which has been installed at the sole expense of the Lessor. If there is a material change in the use of the Premises (by fifteen percent (15%) or more), the parties agree to adjust the proportionate share of the Shared Utility Expenses, as applicable, which adjustment shall be subject to approval by the City Manager, and memorialize in writing through an amendment to the Lease, executed by the City Manager on behalf of the City,

2.4 General Maintenance and Repairs. During the Lease term. Lessee will not suffer or permit any strip or waste of the Premises. Except as specifically required to be maintained by Lessee in subsection 2.4.1, Lessor shall be responsible for the general maintenance and repairs of the Premises, inclusive of PAL's Area (excluding the interior floors and walls of the PAL Area), City's Area, and the Shared Area. As referred to herein, "general maintenance and repairs" shall include maintaining the interior of the Premises, and every part thereof, in good condition, including the HVAC systems, interior plumbing, interior electrical problems and windows (Lessor's Repair Responsibility"). Lessee agrees to repair and maintain the interior walls and floors of the PAL Area, and maintain, repair and replace the security system, PAL phone system and PAL cable system, for the Premises (not just PAL's Area) as needed ("Lessee's Repair Responsibility). Lessor shall repair all doors and windows, as may be required, as a condition precedent to Lessee performing any maintenance, repairs and/or replacement of the existing security system.

2.4.1 Lessee's Day to Day Maintenance Responsibility. Lessee shall, at its sole cost and expense, and to the reasonable satisfaction of the City, keep and maintain PAL's Area,

including all improvements, fixtures, and equipment thereon, in good, clean, and working order. Lessee assumes sole responsibility and expense for day to day housekeeping, janitorial services, and routine maintenance of PAL's Area. Lessee's day to day maintenance responsibility shall include, without limitation, daily removal of litter, garbage and debris generated by Lessee's use of the PAL Area, including all garbage disposal generated by its operations and activities occurring therein, and interior paint and floors.

2.4.2 Lessor's Day to Day Maintenance Responsibility. Lessor shall, at its sole cost and expense, keep and maintain the City's Area and Shared Area, including all improvements, fixtures, and equipment thereon, in good, clean, and working order. Lessor assumes sole responsibility and expense for day-to-day housekeeping, janitorial services, and routine maintenance of City's Area and Shared Area. Lessor's day to day maintenance responsibility shall include, without limitation, daily removal of litter, garbage and debris generated by Lessor's use of the City's Area and Lessor and Lessee's use of the Shared Area, including all garbage disposal generated by its operations and activities occurring therein, and interior paint and floors.

2.5 Capital Improvements. During the Lease term, and as the owner of the Premises. Lessor shall be responsible for any costs associated with all capital improvements to the Premises, which Lessor, in its reasonable discretion, deems necessary. As referred to herein, capital improvements shall include roof, structural elements and infrastructure, exterior walls, exterior plumbing and sewer lines, and major exterior electrical repairs (not otherwise the responsibility of the electric company).

2.5.1 Notice of Maintenance and Capital Improvements to Premises. During the Lease term. Lessee shall provide Lessor with prompt notice of any general maintenance and repairs and/or capital improvements which may be required in PAL's Area, and Lessor and Lessee shall coordinate in good faith such repairs and/or maintenance so as to minimize the impact to PAL's operations.

2.6 Security. Lessee shall be responsible for providing and maintaining a security system in order to protect the equipment and furnishings at the Premises. Under no circumstances shall Lessee be responsible for any stolen or damaged materials, equipment, and furnishings of Lessor's and/or Lessor's officials, employees, contractors, patrons, guests, and/or invitees. Additionally, under no circumstances shall Lessor be responsible for any stolen or damaged personal property of Lessee and/or Lessee's officials, employees, contractors, patrons, guests, and/or invitees.

3. The Lessee hereby reaffirms and acknowledges that, as of the Effective Date, it continues to accept the Premises in "**As Is**" condition. Lessee must first obtain Lessor's written approval for any alteration, additions and/or improvements to the Premises, and then must pay for such modifications. Detailed plans for any proposed alteration to the Premises must first be submitted to Lessor, through its City Manager, for Lessor's prior review and written approval.

4. Lessee agrees that any noise disturbance, inconvenience, disruption, failure of any facilities, the shutting off of light or access to the Premises, or any other nuisance or nuisances, caused by or due to any repairs, alterations, improvements, additions or construction by the Lessor, its agents, servants or employees to any part or portion of the Building and for parking areas wherein the Premises are located, shall not be deemed or construed as a breach or violation of the peaceful possession of the Premises on the part of the Lessee. It is specifically further agreed that any such conditions shall not give rise to any abatement, rebate or diminution of the

rent reserved herein, nor to any liability or responsibility by reason thereof on the part of the Lessee.

5. Upon expiration of this Lease, Lessee shall quietly and peacefully redeliver to Lessor the Premises and any equipment, furnishings and fixtures, in the same condition in which they were received, ordinary wear and tear excepted, with the exception of the Fitness Center (as defined in subsection 7.8) equipment and furnishings located in the PAL Area, which are not permanently affixed to the real estate. It is understood that any property left on the Premises at the expiration of the Lease, shall be considered abandoned and shall become and be deemed the property of the Lessor.

6. Notwithstanding Paragraph 5 above, at Lessor's discretion, any and all alterations or additions made by the Lessee to or in the Premises shall at the request of the Lessor, at the expiration of the term of this Lease or sooner termination thereof, be removed by the Lessee at his own cost and expense and Lessee further hereby agrees in such event, to restore the Premises to their original condition as of the date of this Lease.

7. Lessee shall not assign Lessee's interest in this Lease, nor underlet the whole or any part of the Premises, nor use the same for any purpose other than for use as a recreational facility by the PAL, without first obtaining the written consent to such assignment or underletting, or to such change of purpose for the use of the Premises, from the Lessor, which consent shall be given, if at all, at the City Manager's sole discretion. Lessee further covenants that the Premises will not be used for any purpose that will invalidate any policies of insurance now or hereafter written on the Building on which the Premises are located or will increase the rate of the premium thereof.

7.1 Use by PAL. Lessee shall have access and use of the Premises, as more particularly described in the attached composite Exhibit A-1. It is understood and agreed that the Premises shall be used by Lessee during the entire term of this Lease only for the purposes and/or uses described in (and/or otherwise approved pursuant to) this subsection 7.1, and for no other purposes or uses whatsoever ("PAL Approved Uses"). In the event that the Lessee uses the Premises for any purposes not expressly permitted herein, such use shall be considered an event of default under this Lease. The PAL Approved Uses shall be limited to and only include the following:

a. On-Site PAL Approved Uses. A recreational facility for use by PAL consistent with its stated mission "to prevent juvenile delinquency through the use of academics, athletics, and artistic activities" ("PAL's Mission"), which approved uses include PAL's administrative offices: weight room and gym room membership for adults: Boxing Program; adult Fitness Center: High School Fitness Program: distribution of snacks: community meetings and Miami-Dade County elections' polling place. PAL also participates in the following sponsorships/collaborations with community organizations, including Another Chance Bicycle Program; Book Bag Giveaway; Boy Scouts; Bus Pass Program; Girl Scouts; Kindergarten Corp.; Mommy & Me; National PAL Mentoring Program; Nautilus School Awards Program; PAL Summer Work Program; Police Explorers; Rad Kids; Safety Patrol Programs; Take Your Child to Work Program; Thanksgiving Basket Giveaway; Youth Director Council/Youth Leadership Program (YDC); Track Club; and tutoring services.

b. Pal and City Collaborative Approved Uses. In addition to the above-mentioned PAL Approved Uses, there are recreational programs offered by the City of Miami Beach, which may have a sponsorship component from PAL including, without limitation, basketball, baseball,

soccer, cheerleading, flag football, lacrosse, track, concession stand sales, and other like community-based youth programs.

c. Public Benefits. As additional consideration and material inducement to entering into this Lease with PAL, PAL shall be required to provide the following public benefits:

1. PAL Programs

Boxing Program;

Adult Fitness Center;

High School Fitness Program;

distribution of snacks;

community meetings

Miami-Dade County elections' polling place

Another Chance Bicycle Program;

Book Bag Giveaway;

Boy Scouts;

Bus Pass Program;

Girl Scouts;

Kindergarten Corp.;

Mommy & Me;

National PAL Mentoring Program;

Nautilus School Awards Program;

PAL Summer Work Program;

Police Explorers;

Rad Kids;

Safety Patrol Programs;

Take Your Child to Work Program;

Thanksgiving Basket Giveaway;

Youth Director Council/Youth Leadership Program (YDC);

Track Club; and

And tutoring services

2. PAL shall continue to collaborate with the City in connection with community-based programs, which currently include: basketball, baseball, soccer, cheerleading, flag football, lacrosse, track, and concession stand sales.

3. the Fitness Center shall provide all Miami Beach employees with a reduced, full access pricing that is at least 25% off the non-employee membership fee, subject to compliance with the City's policies and procedures, including, without limitation, any gift policies, as may be amended from time to time.

7.2 Use by the City. Lessor shall have access and use of the Premises, as more particularly described in the attached composite Exhibit A-1, solely for the recreational and other community activities which the City offers to the public, as determined by the City, in its sole discretion, from time to time, to be in the best interest of the community ("City Approved Uses") which approved uses include: providing a sport and recreational center; providing a quality after school program, to include teacher work days and holidays; providing sports, recreational and enrichment programs in a supervised environment; providing homework assistance, computer training, cultural arts, career mentoring and social skills; providing Spring Break Camp, Winter Break Camp, and Summer Camp; providing disaster/hurricane on-site facility. as required by the City; providing a venue for physical fitness programs; polling location; and community and public meetings.

7.3 Additional Programs/Adult vs Youth Programs. The parties agree and acknowledge that, in furtherance of and consistent with the approved uses, Lessee and/or the Lessor may wish to include additional activities and/or programs at the Premises ("Additional Programs"), which Additional Programs shall be mutually coordinated between the parties. As to the City, such Additional Programs shall be coordinated through its Parks and Recreation Department. The City and PAL shall mutually agree upon and approve any such Additional Programs, in writing, in advance of their implementation. The Additional Programs must be reasonably related to the PAL Approved Uses and the City Approved Uses and may not materially interfere with each other's operation. PAL and the City hereby agree to use reasonable efforts in mutually determining and agreeing upon the time, place, and manner in the coordination of such Additional Programs, pursuant to policies and procedures which shall be established and mutually agreed upon by PAL's Executive Director, on behalf of PAL, and the City's Parks and Recreation Director, on behalf of the City. Similarly, the parties agree that the scheduling of any permitted programming which involves adult participants in the Shared Area shall be coordinated in advance by the parties, and memorialized in writing, prior to the commencement of said adult programming, so that such adult programming does not conflict with any children and youth programming, with the children and youth programming taking precedence over the adult programming.

7.4 Conflict Resolution. Should a conflict arise whereby Lessee and Lessor cannot reach an agreement with respect to coordinating the shared use of the Premises, including, without limitation, the parties' failure to agree to an Additional Program, the matter may be brought to the attention of the City Manager, whereby the City Manager will issue a written decision with respect to the conflict. If either party is not satisfied with the decision of the City Manager, the decision may be appealed to the City Commission within thirty (30) days from the date of the City Manager's written decision and, if appealed timely, the final decision of the City Commission shall be binding upon the parties. If a timely appeal is not made, the decision of the City Manager shall be final.

7.5 In the event that Lessee seeks to use the Premises for additional programs, services, activities, and uses which are materially different from the approved uses (as

enumerated in subsection 7.1), then each such proposed new program, service, activity and use shall be subject to the prior written approval of the City Manager. In the event of approval by the City Manager, all such new program(s), service(s), activity(ies), and use(s) shall be memorialized by written amendment to this Lease.

7.6 Operation and Management of the Premises. Subject to the approved uses enumerated in subsection 7.1 (as same may be amended from time to time), and any and all other terms, limitations and required approvals contained in this Lease, and compliance with all applicable laws, including, without limitation, securing a Business Tax Receipt, Lessee is authorized and required to:

- a. Manage and operate the PAL Area, in connection with the PAL Approved Uses, activities, services, and programs thereon, for the purpose of coordinating, implementing, and supervising all PAL Approved Uses.
- b. Maintain and provide for the day-to-day maintenance and housekeeping of the PAL Area:
- c. Provide and maintain, at its sole cost and expense, all labor, personnel, materials, equipment, and furnishings, as reasonably required, to operate the PAL Area, in accordance with the approved uses set forth in subsection 7.1. In the event any materials, equipment, and/or furnishings are lost, stolen, or damaged, they shall be promptly replaced or repaired at the sole cost and expense of the Lessee;
- d. Supervise and direct all PAL employees, officers, agents, contractors, invitees, visitors, and guests on the PAL Area and Shared Area, when being utilized by PAL;
- e. Maintain and supervise detailed, accurate and complete financial and other records of all Lessee activities under this Lease in accordance with generally accepted accounting principles. All financial records maintained pursuant to this Lease shall be retained by Lessee as long as such records are required to be retained pursuant to Florida Public Records Law, and shall be made available upon reasonable notice by the City;
- f. Develop and implement programs and activities which support and promote the PAL Approved Uses (as same may be amended from time to time); and
- g. Coordinate and cooperate with the City, in connection with approved Additional Programs, as set forth in subsection 7.3 hereof, which coordination and cooperation shall not be unreasonably withheld or delayed, and provided that such Additional Programs do not materially interfere with PAL or the City's operations.

7.7 Hours of Operation. Lessor and Lessee herein agree that the normal hours of operation for the Premises shall be from 6:30 AM to 11:00 PM, Monday through Friday, and 8:00 AM to 8:00 PM, during the weekend, in order to accommodate the various programs which, operate from the Premises, including, but not limited to:

- a. PAL's Use of Premises:
Miami Beach Police Athletic League Fitness Center:
 - Monday through Friday 6:30 AM - 11:00 PM
 - Saturday and Sunday 8:00 AM - 8:00 PM

Miami Beach Police Athletic League:

- Monday through Friday 7:00 AM - 9:00 PM
- Saturday 12:00 PM - 5:00 PM
- Sunday (depends upon program or event)

b. City's Use of Premises:

- Monday through Friday 8:30 AM - 9:00 PM
- Saturday and Sunday 8:30 AM - 9:00 PM

The parties recognize and acknowledge that under certain circumstances, (i.e. special events, special programming, etc.), the normal hours of operation may be modified to accommodate a special event or program. Lessee may be permitted to extend its hours of operation, but any prolonged extension shall be subject to the prior written consent of the City Manager (which consent shall not be unreasonably withheld or delayed).

7.8 Lessor hereby consents to Lessee subleasing a portion of PAL's Area to Miami Beach Policemen's Relief and Pension Fund and William Nichols Lodge No. 8 Fraternal Order of Police, a Florida non-profit corporation, as more particularly delineated in Exhibit A-1. Additionally, Lessor hereby consents to Lessee subleasing the portion of the Premises delineated for use as a fitness center (the "Fitness Center") on Exhibit A-1 to Miami Beach Police Athletic League Fitness Center, inc., a Florida for profit corporation, which entity is wholly owned by PAL ("MB PAL Fitness Center").

As consideration for Lessor's approval of these subtenants, PAL indemnifies and holds harmless Lessor, its elected officials, officers, employees and agents (collectively, the City), from and against any and all damages, losses and all claims, counterclaims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, without limitation, attorney's fees and legal costs by reason of any claim, suit or judgment arising or alleged to arise from, or relating to the use of the Premises by any of said subtenants, including, without limitation, real estate taxes which may be assessed against the Premises as a result of the use of the Premises by any of the approved subtenants. Additionally, PAL shall ensure that all said approved subtenants shall secure any requisite governmental approvals to operate from the Premises, including the requisite business tax receipts.

Additionally, Miami Beach Policemen's Relief and Pension Fund and William Nichols Lodge No. 8 Fraternal Order of Police, a Florida non-profit corporation, shall each carry and maintain the following insurance coverages:

- a. Comprehensive General Liability Insurance in the amount of \$100,000 per occurrence for bodily injury and property damage. This coverage shall include a waiver of subrogation endorsement as to the City of Miami Beach. The City of Miami Beach must be an Additional Named Insured with respect to this coverage: and
- b. Workers' Compensation to meet the statutory requirements of the State of Florida.

Miami Beach Police Athletic League Fitness Center, Inc. shall be required to carry and maintain the same insurance coverages which PAL is required to maintain, as set forth in Paragraph 27.

8. Lessee shall use the Premises in accordance with all laws and ordinances now or hereinafter applicable.

9. Lessee shall not permit or suffer any noise, disturbance or nuisance whatsoever on the Premises detrimental to same or annoying to the neighbors, and the Lessee acknowledges that the Premises have been received in tenantable condition and repair, of which the execution of this Lease, and taking possession hereunder, shall be conclusive evidence. Lessee further acknowledges that no representations as to the condition of the Premises have been made by the Lessor, or the Lessor's agent, and that no obligation as to the repairing, adding to, or improving the Premises has been assumed by the Lessor, and that no oral arrangements have been entered into in consideration of making this Lease and that this Lease contains a full statement of the obligation of both parties hereto.

10. Lessee shall permit the Lessor, or the Lessor's agent, at any reasonable time, to enter and inspect the Premises, and make repairs, if in the Lessor's sole judgment, the Lessor should elect to do so.

11. Default.

11.1 Events of Default by Lessee. At Lessor's option, any of the following shall constitute an Event of Default under this Lease:

- a. The Rent or any other amounts as may be due and payable by Lessee under this Lease, or any installment thereof, is not paid promptly when and where due, and Lessee shall not have cured such failure within five (5) days after receipt of written notice from Lessor specifying such default;
- b. The Demised Premises shall be deserted, abandoned (as defined by Florida Statutes), or vacated;
- c. Lessee shall fail to comply with any term, provision, condition, or covenant contained herein other than the payment of Rent and shall not cure such failure within thirty (30) days after the receipt of written notice from Lessor specifying any such default; or such longer period of time acceptable to Lessor, at its sole discretion;
- d. Receipt of notice of violation from any governmental authority having jurisdiction dealing with a law, code, regulation, ordinance, or the like, which remains uncured for a period of thirty (30) days from its issuance, or such longer period of time as may be acceptable and approved in writing by the City Manager, at City Manager's sole discretion;
- e. Any petition is filed by or against Lessee under any section or chapter of the Bankruptcy Act, as amended, which remains pending for more than sixty (60) days, or any other proceedings now or hereafter authorized by the laws of the United States or of any state for the purpose of discharging or extending the time for payment of debts;

- f. Lessee shall become insolvent;
- g. Lessee shall make an assignment for benefit of creditors;
- h. A receiver is appointed for Lessee by any court and shall not be dissolved within thirty (30) days thereafter;
- i. The leasehold interest is levied on under execution; or
- j. Lessee fails to remain a not-for-profit corporation at all times during the Term of the Lease.

11.2 Lessor's Rights on Default. Upon an Event of Default by Lessee as provided herein, Lessor shall have the option to do any of the following, in addition to and not in limitation of, any other remedy permitted by law or by this Lease:

- a. Terminate this Lease, in which event Lessee shall immediately surrender the Demised Premises to Lessor, but if Lessee shall fail to do so, Lessor may, without further notice, and without prejudice to any other remedy Lessor may have for possession or arrearages in Rent or damages for breach of contract, enter upon the Demised Premises and expel or remove Lessee and its effects in accordance with law, without being liable for prosecution or any claim for damages therefore, and Lessee agrees to indemnify and hold harmless Lessor for all loss and damage which Lessor may suffer by reasons of such Lease termination, whether through inability to re-let the Demised Premises, or otherwise.
- b. Declare the entire amount of the Rent which would become due and payable during the remainder of the Term of this Lease to be due and payable immediately, in which event Lessee agrees to pay the same at once, together with all rents therefore due, at the address of Lessor, as provided in the Notices section of this Lease; provided, however, that such payment shall not constitute a penalty, forfeiture, or liquidated damage, but shall merely constitute payment in advance of the Rents for the remainder of said Term and such payment shall be considered, construed and taken to be a debt provable in bankruptcy or receivership.
- c. Enter the Demised Premises as the agent of Lessee, by force if necessary, without being liable to prosecution or any claim for damages therefore; remove Lessee's property there from; and re-let the Demised Premises, or portions thereof, for such terms and upon such conditions which Lessor deems, in its sole discretion, desirable, and to receive the

rents therefore, and Lessee shall pay Lessor any deficiency that may arise by reason of such re-letting, on demand at any time and from time to time at the office of Lessor; and for the purpose of re-letting, Lessor may (i) make any repairs, changes, alterations or additions in or to said Demised Premises that may be necessary or convenient; (ii) pay all costs and expenses therefore from rents resulting from re-letting; and (iii) Lessee shall pay Lessor any deficiency as aforesaid.

- d. Take possession of any personal property owned by Lessee on said Demised Premises and sell the same at public or private sale, and apply same to the payment of rent due, holding Lessee liable for the deficiency, if any.
- e. It is expressly agreed and understood by and between the parties hereto that any installments of Rent accruing under the provisions of this Lease which shall not be paid when due shall be subject to a late charge of Fifty and 00/100 (\$50.00), plus interest at the rate of eighteen (18%) percent per annum, or the maximum amount allowable under Florida law, whichever is lesser, from the due date of payment until such time as payment is actually received by Lessor. Any failure on Lessor's behalf to enforce this Section shall not constitute a waiver of this provision with respect to future accruals of past due Rent.
- f. If Lessee shall default in making any payment of monies to any person or for any purpose as may be required hereunder, Lessor may pay such expense, but Lessor shall not be obligated to do so. Lessee, upon Lessor's paying such expense, shall be obligated to forthwith reimburse Lessor for the amount thereof. All sums of money payable by Lessee to Lessor hereunder shall be deemed as Rent for use of the Demised Premises and collectable by Lessor from Lessee as Rent, and shall be due from Lessee to Lessor on the first day of the month following the payment of the expense by Lessor.
- g. The rights of Lessor under this Lease shall be cumulative but not restrictive to those given by law and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

11.3. Lessor's Default.

- a. The failure of Lessor to perform any of the covenants, conditions and agreements of this Lease which are to be performed by Lessor

and the continuance of such failure for a period of thirty (30) days after notice thereof in writing from Lessee to Lessor (which notice shall specify the respects in which Lessee contends that Lessor failed to perform any such covenant, conditions and agreements) shall constitute a default by Lessor, unless such default is one which cannot be cured within thirty (30) days because of circumstances beyond Lessor's control, and Lessor within such thirty (30) day period shall have commenced and thereafter shall continue diligently to prosecute all actions necessary to cure such defaults.

b Lessee's Rights on Default.

If an event of Lessor's default shall occur, Lessee, to the fullest extent permitted by law, shall have the right and option to terminate this Lease and all of its obligations hereunder by giving written notice of such election to Lessor, and, subject to the limitations on Lessor's liability, as set forth in Section 28, shall further have the right to pursue any actions at law or suits in equity to obtain damages resulting from Lessor's default. Notwithstanding anything in this Section or elsewhere in the Lease, in the event of a default by Lessor, Lessee hereby agrees and acknowledges that in no event shall Lessor be liable for any of Lessee's incidental, indirect, special, or consequential damages which may be alleged as a result of Lessor's default, including, without limitation, loss of revenue and lost profits.

11.4 The exercise of any options herein contained shall not be deemed to be exclusive and the Lessor shall at all times in the event of the Lessee's default hereunder, have such remedies as may be provided by the laws of the State of Florida.

12. Notwithstanding Paragraph 11 above, this Agreement may be terminated without cause and for convenience of either party at any time during the term, upon furnishing sixty (60) days written notice to the other party.

13. No Discrimination.

In connection with its operations, Lessee shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, religion, sex, age, disability, religion, income or family status.

Additionally, Lessee shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

14. The Lessee pledges with the assigns unto the Lessor all the furniture and fixtures, goods and chattels of the Lessee, which may be brought or put on the Premises, as security for the payment of the rent herein reserved and Lessee's obligations under the Lease, and agrees that the Lessor's lien for the payment of said rent may be enforced by distress, foreclosure or otherwise, at the option of the Lessor, and the Lessee agrees that such lien is granted to the Lessor and vested in the Lessor, the Lessee to pay the rent herein reserved when the same shall become due, and it becomes necessary for the Lessor to collect said rent by suit or through an attorney, the Lessee will be obligated to pay the Lessor a reasonable attorney's fee, together with all costs and charges thereof.

15. In the event the Premises, or any part thereof, shall at any time be destroyed or so damaged by fire or other elements so as to be unfit for occupancy or use by the Lessee, then and in that event, the Lessor shall have the option to terminate this lease or to repair and rebuild the Premises, remitting rents hereby due to damage sustained, until the Premises are reinstated and made fit for occupancy and use; and in the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within a reasonable time, but in no event shall such time be more than sixty (60) days from the date of the initial damage or destruction rendering the Premises untenable.

16. The Lessee shall not attach any signs to the Premises, or place any lettering on the plate glass windows, unless such signs, and such lettering, have been approved by the Lessor, and are in conformance with any and all applicable City design and zoning guidelines.

17. If the Lessee shall occupy the premises with or without the consent of the Lessor after the expiration of this Lease, and the rent is accepted from the Lessee during such period, such occupancy and payment shall be construed as an extension of this Lease on a month-to-month basis only from the date of such expiration, unless other terms of such extension are endorsed hereon in writing and signed by the parties hereto.

18. At the expiration of the term hereof, the Lessee shall quietly and peaceably deliver the premises and any equipment, furnishings, and fixtures (excluding the equipment for the Fitness Center (as defined in subsection 7.8)) to the Lessor in the same repair and condition in which they were received, ordinary wear and tear excepted.

19. The terms Lessor and Lessee has herein contained shall include the singular and/or plural, masculine, feminine, and/or neuter, and heirs, successors, personal representatives and/or assigns of the parties hereto.

20. The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or the exercise such privilege, option, or remedy, but the same shall continue in full force and effect. The receipt by the Lessor of rent, or additional rent, or any other payment required to be made by the Lessee, or any part thereof, shall not be a waiver of any other additional rent or payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Lessor of any of the provisions hereof, or any of the Lessor's rights, remedies, privileges or options hereunder shall be deemed to have been made unless made by the Lessor in writing. If the Lessor shall consent to the assignments of this Lease or to a subletting of all or a

part of the Premises, no further assignment or subletting shall be made without the written consent of the Lessor first obtained. No surrender of the Premises for the remainder of the term hereof shall be valid unless accepted by the Lessor in writing.

21. Lessee represents and warrants that it has not engaged in any conduct that would give rise to claims for broker's commissions or finders' fees in connection with the execution of this Lease.

22. Lessee shall not stock, use or sell any article or undertake any activity in the Premises which may be prohibited by Lessor's insurance policies, or which will increase any insurance rates or premiums for which Lessor is responsible.

23. Should any mechanics liens, mortgages or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be cancelled and discharged, of record, by bond or otherwise within thirty (30 days after the filing such lien.)

24. In the event that it shall become necessary for Lessor to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease on the part of the Lessee to be kept or performed, regardless of whether suit be brought, Lessee shall pay to Lessor such fee as shall be charged by Lessor's attorney for such services. Should suit be brought for the recovery of possession of the Premises or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's covenants under this Lease, Lessee shall pay to Lessor all expenses of such suit and any appeal thereof, including a reasonable attorney's fee.

25. Radon is naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

26. Notice shall be deemed properly given hereunder when made in writing and deposited in the United States certified or registered mails, with sufficient postage prepaid thereon to carry it to its addressed destination; and the said notices shall be addressed as follows:

For the Lessor: Eric T. Carpenter, P.E.
City Manager
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

With a copy to: Ricardo J. Dopico
City Attorney
City of Miami Beach
1700 Convention Center Drive
4th Floor
Miami Beach, Florida 33139

For the Lessee: Alejandro Bello
Executive Director
Miami Beach Police Athletic League
999 11th Street
Miami Beach, Florida 33139

With a copy to: Wayne Jones
Chief of Police
City of Miami Beach
1100 Washington Avenue
Miami Beach, Florida 33139

or to such other address as shall from time to time be supplied in writing by any part to the other.

27. Indemnification/Insurance

The Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, liability, losses, and causes of action which may arise out of Lessee's use of the Premises under this Lease and shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits, in the name of Lessor, and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This indemnification shall not be limited in any way by the type or amount of insurance carried by Lessee.

The foregoing indemnity agreement shall also apply to any and all claims or suits as determined by a court of competent jurisdiction, and the Lessee shall specifically and distinctly assume all responsibility for reporting to the City's Risk Management Office any and all accidents, claims or suits arising out of or in any way connected with the aforesaid Premises within 24 hours of your knowledge of same.

The Lessee and Miami Beach Police Athletic League Fitness Center, Inc. shall carry and maintain in full force and effect at all times during the term of this Agreement the following insurance coverages:

- a. Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including products and completed operations, contractual liability, and personal & advertising liability. The City of Miami Beach must be an Additional Named insured with respect to this coverage.
- b. All Risk Property Insurance to cover Lessee's improvements or betterments, including Lessee's personal property, at the full replacement cost with no coinsurance penalty provision. The City of Miami Beach must be a Co-Named Insured and Loss Payee, as its interest may appear.
- c. Additionally, Lessee and Miami Beach Police Athletic League Fitness Center, Inc. hereby grant to the City of Miami Beach a waiver of any right to subrogation which any insurer of the Lessee and/or of Miami Beach Police Athletic League Fitness Center, Inc. may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and shall ensure that the insurance policies for Miami Beach Police Athletic League Fitness Center, Inc. also contain a waiver of subrogation endorsement; however, this waiver of the right of subrogation provision applies regardless of whether or not the

City of Miami Beach has received a waiver of subrogation endorsement from the insurer for Lessee or Miami Beach Police Athletic League Fitness Center, Inc. All Certificates of Insurance shall state: This insurance coverage is primary to all other coverages provided by the City of Miami Beach.

- d. Workers' Compensation to meet the statutory requirements of the State of Florida. and Employer's' Liability with a limit of \$1,000,000.
- e. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and must have a rating of A- or better per A.M. Best's Key Rating Guide, latest edition, unless otherwise acceptable to the City of Miami Beach Risk Management Office
- f. Lessee shall furnish original certificates of insurance, evidencing the required coverage, and receive approval of same by the City of Miami Beach Risk Management

28. Limitation of Liability

Lessor desires to enter into this Lease only if in so doing Lessor can place a limit on the Lessee's liability for any cause of action for money damages due to an alleged breach by the Lessee of this Lease, so that its liability for any such breach never exceeds the sum of \$1,000.00. Lessor hereby expresses its willingness to enter into this Lease with Lessee's recovery from Lessor for any damage action for breach of contract to be limited to a maximum amount of the amount of \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Lease, Lessor hereby agrees that it shall not be liable to the Lessor for damages in an amount in excess of \$1,000.00, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Lessor by this Lease. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28.

29. Executive Director.

PAL shall hire, at its own expense, an Executive Director, who will manage and operate all PAL activities, including fundraising. Within sixty (60) days from the Effective Date of this Lease or the vacancy of the Executive Director position, Lessee shall recommend a candidate for the Executive Director position. The new Executive Director, as well as any subsequent Executive Directors for PAL, shall have significant experience in non-profit organizational management, as well as in charity fundraising. Additionally, the hiring of the Executive Director, as well as any subsequent Executive Directors, shall require the prior written approval of the City Manager, on behalf of the Lessor, which approval shall not be unreasonably withheld. For good cause, and upon the request of the Lessee, the City Manager may extend the time to secure a candidate for the Executive Director position, which extension shall not be unreasonable withheld.

30. Designated Police Officer. The City shall continue to support PAL's youth services to the community by assigning one full-time police officer, to be selected by the City's Chief of Police, at his or her reasonable discretion, and who shall be charged with the specific assignment of supervising the police-community programs, consistent with PAL's mission of serving youth, excluding fundraising activities ("Dedicated Police Officer"). During this

assignment, the Dedicated Police Officer shall report to the Chief of Police or his or her designee. However, said Dedicated Police Officer may also be directed by PAL's Executive Director, for day to day duties, so long as the Dedicated Police Officer operates at all times within the rules of the City and the City's Police Department, works primarily on programs for the youth, and does not engage, directly or indirectly, in fundraising activities.

31. This Lease is made with the understanding that Lessee shall at all times, throughout the term of this Lease, remain a Florida not-for-profit corporation, pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act, and maintain a federal tax exemption pursuant to IRC 501(c)(4). In the event that Lessee ceases to be a not-for-profit corporation, this Lease shall be subject to termination upon thirty (30) days written notice by Lessor to Lessee. Notwithstanding the foregoing, Lessee shall be permitted to operate the Fitness Center through PAL's related entity, Miami Beach Police Athletic League Fitness Center, Inc., a Florida for-profit corporation, which Lessor has approved as a subtenant in subsection 7.8 of the Lease, subject to the conditions set forth therein.

32. Revenues from PAL related activities, financial records and reports.

32.1 Revenues from PAL Related Activities. The Lessor herein acknowledges that Lessee may derive additional revenues from a portion of the approved uses it conducts on the Premises (such revenue generating uses may include, from time to time, events on the Premises, specialty sales, classes, lectures, and sale of food and beverages). Any revenue-generating uses conducted from the Premises must be in accordance with the approved uses in subsection 7.1 and consistent with this subsection 30.1 of the Lease. All revenues received by Lessee in connection with such uses shall be dedicated exclusively to help fund Lessee's management, operation, and maintenance of the Premises, as required herein. In the event that revenue(s) pertaining to Lessee's operation exceeds expenses during a particular budget year (in accordance with projected annual operating budget submitted by Lessee to Lessor, pursuant to subsection 33.2 herein). Lessor and Lessee agree that such excess, if any, shall be applied by Lessee to support other programming of Lessee. For purposes herein, "revenues" shall also be deemed to include public/private grant funding, and unrestricted donations and contributions received by Lessee specifically ear-marked toward Lessee's operation, management and programming. No portion of the net earnings resulting from the activities of Lessee on the Premises shall inure to the benefit of any private individual. Any revenue generating uses which are not consistent with the approved uses in subsection 7.1, shall first be approved, in writing, by the City Manager (prior to commencement of same).

32.2 Financial Records and Reports. Lessee shall maintain on the Premises, or at the location set forth in the Notices section of this Agreement, or at such other place within Miami Dade County, Florida, true, accurate, and complete records and accounts of all receipts and expenses for any and all uses, services, programs, events, and activities (including, without limitation all revenue generating uses) being conducted on the Premises by PAL and MB PAL Fitness Center, and shall give the City Manager, or his authorized representative, access during reasonable business hours to examine and audit such records and accounts. Throughout the term of this Lease, and no later than one hundred and twenty (120) days following the closing of City's fiscal year (October 1st - September 30th), Lessee shall provide the City Manager with an annual report of all uses, services, programs, events, activities and operations (including, without limitation, all revenue generating uses) ("PAL Programs") conducted upon the Premises by PAL and MB PAL Fitness Center, referencing the number of persons participating in the PAL

Programs. Simultaneously with said annual report for the PAL Programs, Lessee shall provide Lessor with audited financial statements for PAL and MB PAL Fitness Center, certified as true, accurate and complete by Lessee and by its certified public accountant.

32.3 The annual report for PAL and MB PAL Fitness Center shall also include a Profit and Loss Statement (including gross revenues by categories from all revenue sources and operating expenses by categories), and a detailed year-end Balance Sheet.

33. Budget and Funding for PAL.

33.1 Throughout the term of this Lease, Lessee shall prepare and present, commencing on August 1, 2025, and thereafter by August 1st of each year, a proposed, detailed line item annual operating budget for Lessee and MB PAL Fitness Center for the period from the next October 1st to September 30th, for review by the City Manager. Said budget shall include a projected income and expense statement: projected year-end balance sheet: statement of projected Income sources: and application of funds. Additionally, the budget shall also include, without limitation, the following detailed projections for PAL and MB PAL Fitness Center:

- a. Gross revenues by categories from all revenue sources and revenue generating uses derived on the Premises;
- b. Operating expenses;
- c. Administrative, labor and general expenses;
- d. Marketing, advertising and promotion expenses;
- e. Utility costs;
- f. Regular repairs and maintenance costs; and
- g. In addition to subsection (f) above. Lessee shall identify for the Lessor, such long term capital repairs and maintenance of facility infrastructure of which Lessee may be aware. In conjunction with this subsection (g). Lessee agrees to allow Lessor and/or its authorized representative(s) access to the Premises, as the City Manager may deem necessary, in his reasonable judgment and discretion and upon at least 24 hours prior notice (written or verbal), for the purpose of Lessor conducting its own facility assessment.

33.2 Programmatic Plan. Accompanying Lessee's proposed annual budget shall be Lessee's programmatic plan for Lessee's upcoming fiscal year, detailing the then-known (planned) PAL Programs (including a program for the MB PAL Fitness Center) and the number of users anticipated.

Commented [G1]: Is this continuing?

34. Use of Off-Duty Police Surcharge. Commencing as of the Effective Date of this Lease, PAL shall receive \$1.00 per hour of the off-duty police surcharge fund ("Surcharge Contribution"), subject to funding availability, during the term of this Lease. This Surcharge Contribution shall be paid to PAL on a quarterly basis, upon PAL presenting a written request to the Chief of Police or his or her designee. PAL may use the Surcharge Contribution for the payment of the salary of the Executive Director, PAL's Utility Expenses. PAL's programming, and other like operational expenses.

35. Lessee's Compliance With Anti-Human Trafficking Laws.

Lessee agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Certification of Compliance with Anti-Human Trafficking Laws, as

required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as **Exhibit B.**

36. Prohibition on Contracting with a Business engaging in a Boycott.

Lessee warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Lessee hereby certifies that Lessee is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

37. Prohibition Against Contracting with Foreign Countries of Concern When an Individual's Personal Identifying Information May be Accessed.

Lessee hereby agrees to comply with Section 287.138, Florida Statutes, as may be amended from time to time, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII), unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Additionally, beginning July 1, 2025, a governmental entity may not extend or renew a contract with a Prohibited Entity. Lessee warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Lessee to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as **Exhibit C.**

38. Prohibition on Contracting with an Individual or Entity Which Has Performed Services For Compensation to a Candidate for City Elected Office.

Lessee warrants and represents that, within two (2) years prior to the Effective Date, Lessee has not received compensation for services performed for a candidate for City elected office, as contemplated by the prohibitions and exceptions of Section 2-379 of the City Code.

For the avoidance of doubt, the restrictions on contracting with the City pursuant to Section 2-379 of the City Code shall not apply to the following:

- (a) Any individual or entity that provides goods to a candidate for office.
- (b) Any individual or entity that provides services to a candidate for office if those same services are regularly performed by the individual or entity in the ordinary course of business for clients or customers other than candidates for office. This includes, without limitation, banks, telephone or internet service providers, printing companies, event venues, restaurants, caterers, transportation providers, and office supply vendors.

- (c) Any individual or entity which performs licensed professional services (including for example, legal or accounting services).

39. Lessee's Compliance with Florida Public Records Law.

39.1 Lessee shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

39.2 The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

39.3 Pursuant to Section 119.0701 of the Florida Statutes, if the Lessee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Lessee shall:

- a. Keep and maintain public records required by the City to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Lessee does not transfer the records to the City;
- d. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Lessee or keep and maintain public records required by the City to perform the service. If the Lessee transfers all public records to the City upon completion of the Agreement, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the Agreement, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

39.4 Request for Records; Noncompliance.

- a. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Lessee of the request, and the Lessee must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- b. Lessee's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

- c. A Lessee who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

39.5 Civil Action.

- a. If a civil action is filed against a Lessee to compel production of public records relating to the City's contract for services, the court shall assess and award against the Lessee the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - b. The court determines that the Lessee unlawfully refused to comply with the public records request within a reasonable time; and
 - c. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Lessee has not complied with the request, to the City and to the Lessee.
 - d. A notice complies with subparagraph c. if it is sent to the City's custodian of public records and to the Lessee at the Lessee's address listed on its contract with the City or to the Lessee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- e. A Lessee who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

39.6 IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR AS TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

40. E-Verify.

40.1 To the extent that Lessee provides labor, supplies, or services under this Agreement, Lessee shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Lessee shall register with and use the E-Verify system to verify

the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Lessee shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. If Lessee enters into a contract with an approved subcontractor, the subcontractor must provide the Lessee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Lessee shall maintain a copy of such affidavit for the duration of this Agreement or such other extended period as may be required under this Agreement.

40.2 **Termination Rights.**

- a. If the City has a good faith belief that Lessee has knowingly violated Section 448.09(1), Florida Statutes, which prohibits any person from knowingly employing, hiring, recruiting, or referring an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, the City shall terminate this Agreement with Lessee for cause, and the City shall thereafter have or owe no further obligation or liability to Lessee.
- b. If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 40.1, but the Lessee otherwise complied with such subsection, the City will promptly notify the Lessee and order the Lessee to immediately terminate the contract with the subcontractor. Lessee's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate this Agreement for cause.
- c. A contract terminated under the foregoing Subsection 40.2(a) or 40.2(b) is not in breach of contract and may not be considered as such.
- d. The City or Lessee or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection 40.2(a) or 40.2(b) no later than 20 calendar days after the date on which the contract was terminated.
- e. If the City terminates the Agreement with Lessee under the foregoing Subsection 40.2(a), Lessee may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.
- f. Lessee is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 40.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year stated above.

Signed, sealed and delivered in the presence of:

LESSOR:

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

By: _____
Rafael E. Granada, City Clerk

By: _____
Eric T. Carpenter, P.E., City Manager

LESSEE:

ATTEST:

MIAMI BEACH POLICE ATHLETIC LEAGE, INC

By: _____
_____, Secretary

By: _____
_____, President

DRAFT

EXHIBIT A

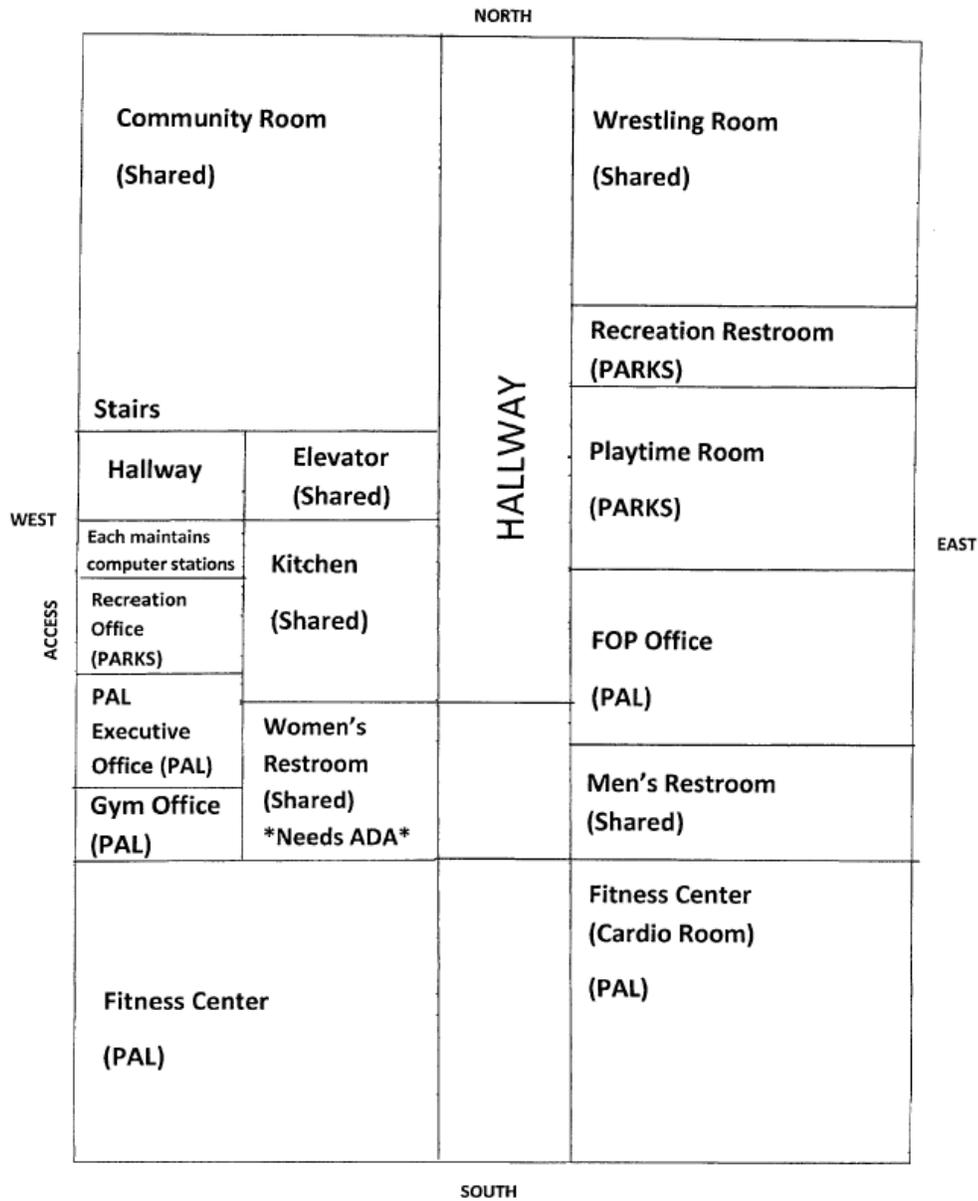
Location Map
999 11th Street

THIS IS NOT A SURVEY



EXHIBIT A-1

Commented [G2]: Please remove the reference to Exhibit A-1



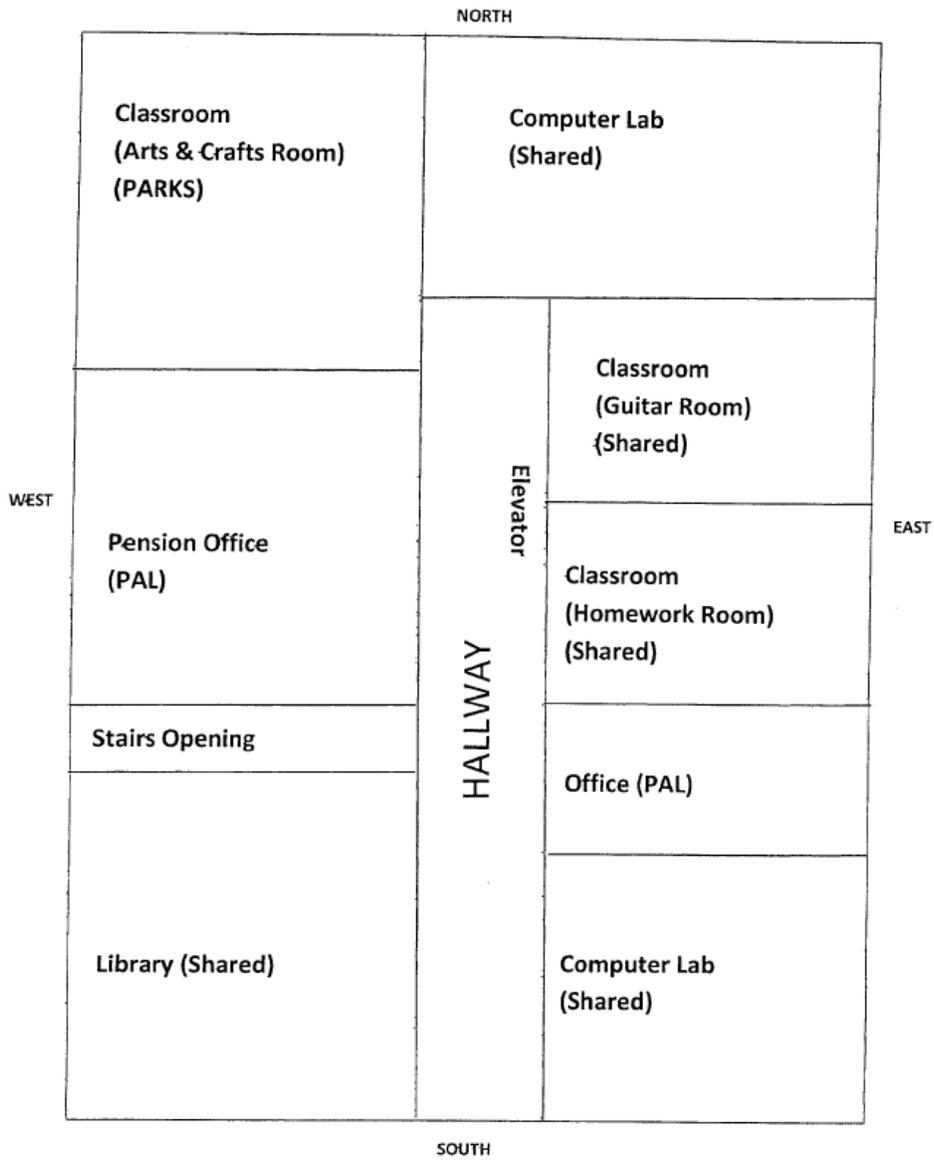


EXHIBIT B

ANTI-HUMAN TRAFFICKING AFFIDAVIT

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Lessee hereby attests under penalty of perjury that Lessee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Lessee.

LESSEE:

_____, a _____ corporation.

Name/Title: _____ (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__ by _____, as _____, of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT C

**PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN
AFFIDAVIT**

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Lessee, hereby attests under penalty of perjury that Lessee does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Lessee is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Lessee; or (c) Lessee is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Lessee.

LESSEE:

_____, a _____ corporation.

Name/Title: _____ (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__ by _____, as _____, of _____, a _____ corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____