

Community Action and Human Services Department
Overtown Transit Village North
701 NW 1st Court, Suite 1000
Miami, FL 33136
T 786-469-4600 F 786-469-4703
www.miamidade.gov

Carlos A. Gimenez, Mayor

March 24, 2014

Sean Regan
The SEED Foundation, Inc.
1776 Massachusetts Avenue N.W.
Suite 600
Washington, DC 20036

RE: Permission to make improvements and renovate the SEED School located at
11025 SW 84 Street, Miami, Florida 33173 – Folio # 30-4031-000-0170

Dear Mr. Regan:

Miami-Dade County is in receipt of your request to make improvements to the above referenced facility and to renovate the existing buildings on your campus. You have provided the Internal Services Department and the Community Services Department with detailed plans of the proposed changes and renovations to the original buildings on Campus.

The building plans and long-range plans submitted to the County have been reviewed by our office. The plans indicate that you will be upgrading the restrooms to ADA compliance, the electrical and plumbing systems, as well as upgrading the existing buildings. Additional classrooms space and a fence around the perimeter of the property are also renovations required to accommodate the needs of the program, and separate the school from other neighboring facilities. These renovations are also required in order to provide services to disadvantaged individuals who reside in Miami-Dade County.

The SEED Foundation has stated that all work will be done by licensed subcontractors, registered to do business in Miami-Dade County. The County does not have any liability and the SEED Foundation as the tenant and the subcontractors have sole responsibility. The SEED Foundation also has the financial responsibility for the project.

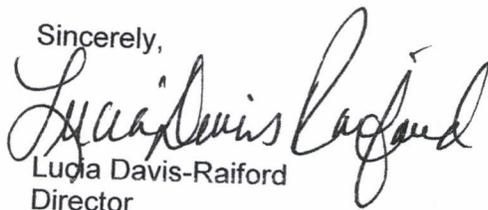
The only contribution from the County shall be the granting permission for the SEED Foundation to proceed with the building project, under lease agreement dated December 17, 2013, approved by Resolution No. R-1066-13, which states in Article V, "Improvements", as follows:

Tenant with LANDLORD'S prior written consent and agreement, may make alterations, additions, or improvements in or to the Demised Premises.

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By way of this letter the County (Landlord) is hereby granting written approval to proceed with the required building renovations and long range plans as stated above. Should you have any questions please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucia Davis-Raiford". The signature is fluid and cursive, with the first name "Lucia" being the most prominent.

Lucia Davis-Raiford
Director

c: Alberto Parjus, CAHSD Assistant Director
Lester Sola, Director, ISD
Leland Salomon, Assistant Director, ISD



LEASE AGREEMENT

THIS AGREEMENT made on the 15th day of November, 2013, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and the SEED FOUNDATION, INC, a Washington D.C. not-for-profit organization and its subsidiaries hereinafter referred to as the "TENANT."

WITNESSETH:

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

20,000 square feet of air-conditioned space together with approximately 311,100 square feet of land as shown in Exhibit "A" attached hereto, located at the Kendall Complex, 11025 SW 84 Street, Cottage 1, 2, 3, and 4 Miami, Florida 33173.

TO HAVE AND TO HOLD unto said TENANT for a term of Two (2) years, plus two additional One (1) year renewal option periods, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"); provided that if the term expires prior to the end of the school calendar year, it shall be extended to include the remainder of the school calendar year. Rental payments of Fifteen Thousand Dollars and 00/100 (\$15,000.00) per month shall commence upon the earlier of the issuance of a certificate of occupancy for the Demised Premises or July 1, 2014 and shall be payable in advance on the first day of every month to Miami-Dade County Community Action and Human Services Department, Office of Administration, Finance Services Division, 701 NW 1st Ave, 10th Floor, Suite 10-109, Miami, Florida 33128, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

Provided that this Lease Agreement is in full force and effect and TENANT is not in default of any of the lease provisions beyond any curative period, TENANT shall have the option from time to time to lease any part of LANDLORD's available space in the premises, or decrease space, upon the same terms and conditions, except that in the event that TENANT desires to decrease or expand its operations by either surrendering space or acquiring additional space in the premises then the rent shall be adjusted in accordance with the current rental rate.

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 TENANT solely for providing a public boarding school facility. SEED Miami will serve South Florida boys and girls starting at grade 6 and expanding to grade 12 and from families whose income is below 200 percent of the federal poverty guidelines. In addition, students and families must meet at least one additional risk factor, including having experience with the state child welfare system, living in public housing, being raised by a non-immediate family member or having an immediate member of the family who has been incarcerated.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in the condition it is in at the beginning of this Lease Agreement. Upon expiration of this Lease Agreement any fixtures and improvements will become the property of the LANDLORD. Any unsightly condition caused by the removal of TENANT's furniture or equipment shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for water, electricity, custodial and janitorial services, telephone and data equipment, installation, maintenance and any costs associated



with phones and data service, installation and equipment.

ARTICLE IV
MAINTENANCE

TENANT agrees to maintain the property and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior and exterior of the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT or TENANT's agents, employees, invitees, licensees, or visitors' negligence, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
ALTERATIONS BY TENANT

TENANT with LANDLORD's prior written consent and agreement, may make alterations, additions, or improvements in or to the Demised Premises. TENANT covenants and agrees to obtain all necessary permits and approvals required by the Miami-Dade County Building, Planning and Zoning Department, the State of Florida, local Fire Department and any local municipality, and that all alterations and improvements shall be in conformance with all applicable laws, including Section 255.05, Florida Statutes whereby TENANT will obtain a payment and performance bond for any construction work performed naming the County as co-obligee. All additions, fixtures, or improvements (except but not limited to office furniture and equipment, which are readily removable without injury to the Demised Premises) shall be and remain part of the Demised Premises at the expiration of this Lease Agreement or any extension thereof. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Any damage to the Demised Premises caused by the removal



of furnishings or alterations by TENANT, shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE VI
DESTRUCTION OF DEMISED 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 TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof other than to SEED School of Miami, Inc., provided that it is qualified as a not-for-profit entity under federal law.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party



for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said Demised Premises in as good a condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear, windstorm, approved modifications or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the TENANT or negligence of its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and



losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD, or its officers, employees, agents, and instrumentalities as herein provided.

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

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD 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 LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement 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.

ARTICLE XV
CANCELLATION

CANCELLATION By LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

- (1) Institution of proceedings in voluntary bankruptcy by the TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by TENANT for the benefit of creditors.
- (4) Tenant fails to maintain the use of the property for the benefit of the public under Florida Statute Section 125.38.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

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

C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

- (1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such



breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Mayor or the County Mayor's designee shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving TENANT written notice.

The effective date of the cancellation shall be the end of the following calendar school year.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to the effective date of the cancellation.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to extend this Lease for Two (2) additional One (1) year renewal option periods, upon the same terms and conditions, except that the rental amount shall be adjusted based upon an annual review and determination by the Community Action and Human Services Department of the operational costs of the building, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

ARTICLE XVII
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:

LANDLORD:

Miami-Dade County, Florida
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907



V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Lease Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XIX
PERMITS, REGULATIONS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be



ARTICLE XXII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD {except for failure to pay rent, which shall have a ten (10) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure}, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated

or maintained under Lease Agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

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

ARTICLE XXIV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised 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 XLI
RADON GAS

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

ARTICLE XXV
GOVERNING LAW

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

ARTICLE XXVI

WRITTEN AGREEMENT

This Lease Agreement 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 Board of County Commissioners.

ARTICLE XXVII
CRIMINAL BACKGROUND CHECK

- (a) Prior to the County entering into a non-residential lease of the County-owned property with a proposed Tenant where the property is to be used by the proposed Tenant as a facility for, or to provide programs and services to, children and/or developmentally disabled individuals, the County Mayor or Mayor's designee shall perform a national criminal background check of the proposed Tenant of its Principals any spouses, parents and children of the proposed Tenant and its Principals that will be working at the non-residential County-owned property to be leased. The Cost of the criminal background check(s) performed by the County shall be the responsibility of the proposed Tenant and payment for the cost of the criminal background check(s) shall be made by the proposed Tenant to Miami-Dade County prior to the County incurring the cost thereof.
- (b) Together with any recommendation to approve a non-residential lease of County-owned property to be used as a facility for, or to provide programs and services to, children and/or developmentally disabled individuals, the County Mayor shall report to the Board of County Commissioners any instance where the criminal background check required by Ordinance No. 12-53 subsection (3)(a) revealed information which may adversely affect a finding of a Tenant responsibility.



IN WITNESS WHEREOF, 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.

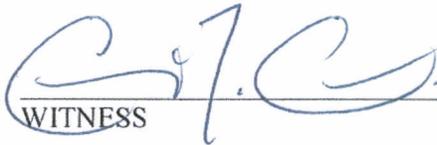
(CORPORATE SEAL)

THE SEED FOUNDATION, INC.
A Washington D.C., Not-for-Profit Corporation


WITNESS

By: 
Jeremy Shane, President

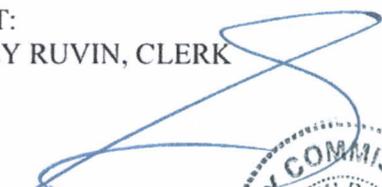
(TENANT)


WITNESS

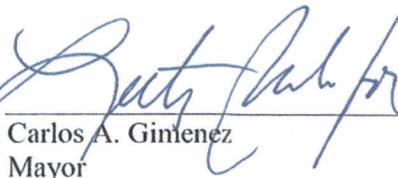
(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: 
DEPUTY CLERK



By: 
Carlos A. Gimenez
Mayor
(LANDLORD)

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