

RESOLUTION NO. 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE, FLORIDA, AS LESSOR, AND LIFELINE CHRISTIAN FELLOWSHIP INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS LESSEE, FOR THE LEASE OF PROPERTY LOCATED AT THE 2941 NW 19 STREET, FORT LAUDERDALE, FLORIDA, 33311; SAID LEASE BEING FOR A BASE TERM OF TWENTY-FIVE (25) YEARS AND ONE (1) TWENTY-FIVE (25) YEAR OPTION TO RENEW; REPEALING ANY AND ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale owns certain Property and improvements described herein located at the 2941 NW 19 Street, Fort Lauderdale, Florida, 33311, Folio No. 494229000330, (the "Property") and being more particularly described in the Lease, attached hereto and made a part hereof; and

WHEREAS, the proposed Lessee (Lifeline Christian Fellowship, Inc., a Florida Not for Profit Corporation) has submitted two proposals and negotiations have begun to lease the Property from the City. The site measures approximately 18,567 square feet with a 1,583 square foot building. The Property is to be used to develop a childcare center; and

WHEREAS, on November 19, 2019 the City Commission adopted Resolution No. 19-234 declaring it to be in the best interest of the City that such Property be declared not needed for governmental purpose and advertised for lease under the provisions of Section 8.09 of the City Charter, subject to certain terms, conditions, limitations and restrictions; and

WHEREAS, on March 3, 2020 the City Commission of the City of Fort Lauderdale adopted Resolution No. 20-26, having evaluated any and all proposals submitted for the Property and accepting the proposal of the proposed Lessee as being the most advantageous lease for the City and authorizing the proper City Officials to negotiate and prepare a Lease Agreement therewith; and pursuant to Charter Section 8.09 at least three (3) days before the Commission meeting dated April 21, 2020, the Lease has been posted on a public bulletin board by the City Clerk and each Commissioner has been given a copy of the Lease with a cover summary letter; and

WHEREAS, citizens and taxpayers have been granted an opportunity to object to the terms and conditions of the lease; and

WHEREAS, the City Commission, satisfied with the terms and conditions of such lease, therefore authorizes execution of the Lease by the proper City officials;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

SECTION 2. That the City Commission hereby authorizes execution of the Lease by the Mayor and City Manager in substantially the form attached hereto, subject to final review and approval by the City Attorney's office.

SECTION 3. That the City Attorney shall review and approve as to form the terms and conditions of the Lease prior to execution thereof by the proper City Officials.

SECTION 4. That any all Resolutions in conflict herewith are hereby repealed.

SECTION 5. That this Resolution shall take effect upon final passage

ADOPTED this the _____ day of _____, 2020.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
JEFFREY A. MODARELLI

**CITY OF FORT LAUDERDALE,
LEASE AGREEMENT**

between

**CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA,
BY AND THROUGH ITS
CITY COMMISSIONERS
(City)**

and

**LIFELINE CHRISTIAN FELLOWSHIP, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
(Tenant)**

LEASE AGREEMENT

THIS LEASE made and entered into _____, 2020, by and between **City of Fort Lauderdale, a municipal corporation of the state of Florida**, by and through its City Commission, hereinafter referred to as "CITY" and **Lifeline Christian Fellowship, Inc., a Florida not for profit corporation** (EIN: # 75-3005374); hereinafter referred to as "Tenant".

W I T N E S S E T H:

WHEREAS, City is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from City; and

WHEREAS, City is willing to lease such property to Tenant for the use set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the City demises and leases to the Tenant, and Tenant rents from City, the real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the Effective Date, as hereinafter defined (the "Commencement Date") and shall extend for a period of twenty-five (25) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

City hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the right and option to extend the Term of this Lease for one (1) successive period(s) of twenty-five (25) year(s) each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the City received by the City on or before 90 days prior to the expiration of the initial Term of this Lease or any extension thereof. A new annual net rent amount for the successor term will be determined based on the Market Price Value established by an appraiser commissioned by the City.

Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

ARTICLE II RENT

Section 2.01 Rent.

Tenant shall pay City an initial annual net rent of \$13,200 (the "Rent"), commencing upon issuance of a valid temporary certificate of occupancy to Tenant for use of the

Premises authorized under this Lease, during the Term hereof in equal monthly installments of One Thousand, One Hundred and 00/100 Dollars (\$1,100.00), together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefor or any deduction, holdback or setoff whatsoever. If the Term hereof commences and/or expires on other than the first or last day of a calendar month, the Annual Rent payable for such month shall be prorated and paid on a per diem basis using a thirty (30) day month. Rent for each following year of the Lease shall increase by three percent (3%) over the prior year's Rent. Rent shall be made payable to the City of Fort Lauderdale and shall be delivered to the **City of Fort Lauderdale**, Finance Department, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, Attn: Finance Director. This Lease shall be what is commonly referred to as "triple net" to City, it being understood by the parties that City shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and City shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to City with regards to Annual Rent.

Section 2.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against City. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by City. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, City shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to City pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to City for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to City during the entire period of such holdover, double rental, as provided for in Chapter 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other remedy available to City pursuant to this Lease or under the law.

Section 2.06 Milestones

During the Term, Tenant agrees that it shall perform the following "Milestones", within the prescribed time periods. The time period for Tenant to commence and complete performance of the below listed Milestones is referred to herein as the "Milestone Period". The Milestone Period shall commence upon the Effective Date and shall not be modified without the prior written consent of the City.

- a. Within three (3) months of the Commencement Date at Tenant's expense provide: A copy of the Phase 1 Environmental Site Assessment and a copy of a survey of the Premises.
- b. Within six (6) months of the Commencement Date, provide a Progress Report inclusive of a Leasehold Site Plan, including building footprint and all elevations of the proposed renovations and additions, including plans and specifications therefor. And every six (6) months thereafter provide a Progress Report until a Certificate of Occupancy is issued. Progress Reports are written reports provided by the Lessee on the status and progress of completion of the Milestones together with copies of supporting documents such as agreements, reports, records or other instruments.
- c. Within eighteen (18) months of the Commencement Date, Tenant shall provide a copy of any and all permits, approvals, and/or licenses necessary from the appropriate jurisdiction, agency, and/or authority in order to commence and complete construction of the daycare center.
- d. The City shall have the Right to Terminate this Lease, if construction is not completed within 18 months after the Commencement Date.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by City as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion. As a condition precedent to such construction, Tenant shall submit to the City Manager or his or her designee a leasehold site plan for the Premises for its review and approval which approval shall not be unreasonably withheld, delayed or conditioned. Such approval of the leasehold site plan by the City Manager under this Lease shall not constitute an approval under its regulatory or governmental authority.

Section 3.03 Alterations.

Tenant shall not construct any permanent improvements, additions, modifications, demolitions, or alterations to the Premises (hereinafter collectively referred to as "Alterations"), that are not reflected on the approved Site Plan, as defined in Section 3.02. Tenant shall first (a) provide the City with a complete set of plans and specifications therefor; and (b) secure from the City Manager written approval indicating that the proposed alteration is acceptable, which approval shall not unreasonably withheld, delayed or conditioned. As a condition of acceptance, the City may impose reasonable conditions on Tenant. Notwithstanding the foregoing Tenant may make interior alterations that are not structural without the City's prior approval, so long as Tenant obtains the required permit(s) from the City, in accordance with applicable codes and ordinances. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises shall become the property of the City.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to City prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by City, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

Tenant shall also require contractors to furnish for the benefit of City a payment and performance bond to City equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, commercial general liability insurance, commercial automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance for any alterations or improvements approved hereunder, in such amount as City reasonable determines to be necessary.

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by City to subject the estate of City to liability under the Construction Lien Law of the State of Florida, it being expressly understood that City's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by City, Tenant shall file a notice satisfactory to City in the Public Records of City of Fort Lauderdale, Florida stating that City's interest shall not be subject to liens for improvements made by Tenant. In the event a construction lien is filed against the Tenant's Premises or other City property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, City may do so and thereafter charge Tenant, and Tenant shall

promptly pay to City upon demand, as Additional Rent, all costs incurred by City in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save City harmless from and against any damage or loss incurred by City as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively to operate a daycare facility for children. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of City, which consent may be granted or withheld in City's sole discretion.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all City, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save City harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Pursuant to the City of Fort Lauderdale Ordinance No. C-19-30, adopted September 17, 2019, and as may be amended, the Landlord agrees that no person shall, on the grounds of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, veteran or service member status, lawful source of income, or being the victim of dating violence, domestic violence, or stalking, in connection with employment, public accommodations, or real estate transactions, where applicable, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by City, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the City in the same condition the Premises were in as of the date of occupancy by the Tenant, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in City.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but

not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to City immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and cleanup of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless City from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by City, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that City would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of City and Tenant.

City shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 City's Right to Inspect.

City or City's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by City in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the

provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Tenant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Tenant. The Tenant shall provide the City a certificate of insurance evidencing such coverage. The Tenant's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Tenant shall not be interpreted as limiting the Tenant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Tenant for assessing the extent or determining appropriate types and limits of coverage to protect the Tenant against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Tenant under this Agreement.

The following insurance policies and coverages are required:

Section 7.01 Property Coverage

Coverage must be afforded in an amount not less than 100% of the replacement value of the property with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Any separate Flood and/or Windstorm deductibles are subject to approval by the City

This policy shall insure the interests of the City and Tenant in the property against all risk of physical loss and damage, and name the City as a Loss Payee.

All insurance proceeds received by or on account of this Lease, shall be used for the purpose of reconstruction or repair, as the case may be, of any of the property, structures, improvements or fixtures contained within the Lease so damaged or destroyed.

The Tenant shall, at the Tenant's own expense, take all reasonable precautions to protect the Premises from damage or destruction.

Section 7.02 Builder's Risk Coverage (if applicable)

For improvements under construction, coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed Policy Extension provision
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project

- Equipment Breakdown for testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of City, Tenant, and subcontractors in the property against all risk of physical loss and damage, and name City as a Loss Payee. This insurance shall remain in effect until the work is completed and the property has been accepted by Tenant.

Section 7.03 Collection of Insurance

In the event of destruction of or damage to over fifty percent (50%) of any of the Premises or the buildings, other structures and Improvements covered by insurance and Tenant's election to rebuild the Premises or the buildings, other structures and Improvements pursuant to Tenant's option provided in this Lease, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by City, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or Improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and charter of City. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Tenant.

Section 7.04 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Tenant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Section 7.05 Physical Abuse, Sexual Misconduct, and Sexual Molestation

Tenant shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.

Section 7.06 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Tenant does not own vehicles, the Tenant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 7.07 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Tenant waives, and the Tenant shall ensure that the Tenant's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Tenant must be in compliance with all applicable State and federal workers' compensation laws.

Section 7.08 Insurance Certificate Requirements

- a. The Tenant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Tenant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Tenant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Tenant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Tenant's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Tenant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Tenant's expense.

If the Tenant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Tenant may provide evidence of an

Umbrella/Excess insurance policy to comply with this requirement.

The Tenant's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Tenant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Tenant must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Tenant's insurance policies.

The Tenant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Tenant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Tenant's responsibility to ensure that any and all of the Tenant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Tenant.

ARTICLE VIII INDEMNIFICATION

Tenant shall indemnify and hold harmless the City for any bodily injury or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event City shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold City harmless and pay all costs and attorney's fees incurred by City in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that City would not have entered into this Lease without Tenant's agreement to indemnify City and further acknowledges the receipt of good and valuable separate consideration provided by City in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

ARTICLE IX DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the City, after City's receipt of the insurance proceeds described in Section 7.04 of this Lease, shall, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, City shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable

on account of said casualty as City's sole property. In the event City elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City; (iii) Tenant's vacating or abandoning the Premises; (iv) Tenant failed to complete Construction within 18 months after the Commencement Date or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Tenant notice that City intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the City is so notified, this Lease will continue.

Section 11.02 Default by City.

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of City hereunder are subject to and contingent upon annual budgetary funding and appropriations by the City of Fort Lauderdale, a municipal corporation of the state of Florida. Notwithstanding anything in this Lease to the contrary, City may cancel this Lease for any reason upon ninety (90) months prior written notice to Tenant.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between City and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon City or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the City at:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:

City of Fort Lauderdale Attorney's Office
Attention: Real Estate
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

- (b) If to the Tenant at:
Reg. Agt. : Andrea Bostick
3701 NW 75 Terrace
Lauderhill, FL 33319

Officer: Russell C. Bostick
3701 NW 75 Terrace

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.04 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless City from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.05 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

Section 14.06 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.07 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in City of Fort Lauderdale, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.08 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from City's public health unit.

Section 14.09 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.10 Waiver, Accord and Satisfaction.

The waiver by City of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent

or approval by City to or of any act by Tenant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by Tenant.

Section 14.11 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.12 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.13 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.14 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.15 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of City of Fort Lauderdale or employees of City or Tenant.

Section 14.16 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the City of Fort Lauderdale Board of City Commissioners, and shall become effective only when signed by all parties and approved by the City of Fort Lauderdale Board of City Commissioners.

Section 14.17 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.18 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.19 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, City shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and City's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to City all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. City shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

Signed and delivered in the presence of:

WITNESS:

TENANT:

LIFELINE CHRISTIAN FELLOWSHIP, INC.,
A Florida not for profit corporation

<div>_____</div> <div>Witness Signature</div>	By: <div>_____</div>
<div>_____</div> <div>Print Witness Name</div>	<div>_____</div> <div>(Print Name)</div>
<div>_____</div> <div>Witness Signature</div>	<div>_____</div> <div>(Title, if applicable)</div>
<div>_____</div> <div>Print Witness Name</div>	

(SEAL)
(corporation not for profit)

Signed and delivered in the presence of:

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

(SEAL)

By _____
Dean J. Trantalis,
Mayor

By _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

APPROVED AS TO FORM:
Alain E. Boileau,

By: _____
James Brako, Assist. City Attorney

ATTEST:

Jeffrey A. Modarelli, City Clerk

EXHIBIT "A"

THE "PREMISES"

LEGAL DESCRIPTION:

Section 29, Township 49 South, Range 42 East, Commencing at the SE corner of the SW $\frac{1}{4}$, west along the south line 1,661.77 feet, north 40.02 feet to the point of beginning, thence, westerly 125.46 feet, northwesterly 35.85 feet, north 99.34 feet, easterly along the south line of a 20 foot alley for 151.18 feet, and south 125.07 feet to the point of beginning; as recorded in the Public Records of Broward County, Florida, said land situate, lying and being in Broward County, Florida.

FOLIO NUMBER: 4942-29-00-0330

STREET ADDRESS: 2941 NW 19th Street, Fort Lauderdale, Florida