

MANAGEMENT AGREEMENT
BETWEEN
THE CITY OF MIAMI
AND
OLYMPIA CENTER, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION
FOR THE USE OF THE PROPERTY LOCATED
AT 174 EAST FLAGLER STREET, MIAMI, FLORIDA
ALSO KNOWN AS THE "GUSMAN THEATER"

TABLE OF CONTENTS

| | | |
|--------------------|--|----|
| <u>ARTICLE I</u> | <u>DESCRIPTION AND TERM</u> | |
| 1.1 | Description of Property | 2 |
| 1.2 | Term of Use | 2 |
| 1.3 | Option to Extend | 2 |
| | | |
| <u>ARTICLE II</u> | <u>PURPOSE</u> | |
| 2.1 | Purpose | 4 |
| 2.2 | Financial Obligations of the City and the Provider | 5 |
| 2.3 | Commercial Activities within the Property | 6 |
| 2.4 | Special Events | 6 |
| 2.5 | Operations | 6 |
| 2.6 | Charges for Services | 7 |
| 2.7 | Ticket Surcharge | 7 |
| 2.8 | Continuous Duty to Operate | 7 |
| 2.9 | Parking | 8 |
| | | |
| <u>ARTICLE III</u> | <u>CONSIDERATION</u> | |
| 3.1 | Fee | 8 |
| 3.2 | Additional Payments | 8 |
| 3.3 | Late Payments | 8 |
| 3.4 | Returned Check Fee | 8 |
| 3.5 | Performance Deposit | 9 |
| 3.6 | Promotion of City | 10 |
| 3.7 | Property Maintenance Fund | 10 |
| | | |
| <u>ARTICLE IV</u> | <u>COMMUNITY SERVICES</u> | |
| 4.1 | Community Services | 10 |
| 4.2 | City Use of Property | 11 |
| | | |
| <u>ARTICLE V</u> | <u>PROVIDER'S COVENANTS</u> | |
| 5.1 | Personnel | 11 |
| 5.2 | Annual Plan | 12 |
| 5.3 | Schedule of Events | 13 |
| 5.4 | Funding of Capital Improvements | 13 |
| 5.5 | Performance Review | 13 |
| | | |
| <u>ARTICLE VI</u> | <u>RECORDS AND AUDITING</u> | |
| 6.1 | Records of Sales | 14 |
| 6.2 | Audit | 15 |

| | | |
|---------------------|---|----|
| <u>ARTICLE VII</u> | <u>LICENSES; COMPLIANCE WITH LAWS</u> | |
| 7.1 | Licenses and Permits | 15 |
| 7.2 | Compliance with Laws | 15 |
| <u>ARTICLE VIII</u> | <u>HAZARDOUS MATERIALS</u> | |
| 8.1 | Hazardous Materials | 16 |
| <u>ARTICLE IX</u> | <u>ALTERATIONS AND IMPROVEMENTS</u> | |
| 9.1 | Alterations | 17 |
| 9.2 | Mechanics' Liens | 17 |
| 9.3 | Personal Property | 18 |
| 9.4 | Changes and Additions to Property | 18 |
| 9.5 | Liens | 19 |
| <u>ARTICLE X</u> | <u>CITY'S INSPECTION AND RIGHT OF ENTRY</u> | |
| 10.1 | Inspection by the City | 20 |
| 10.2 | City's Right of Entry | 20 |
| <u>ARTICLE XI</u> | <u>UTILITY CHARGES</u> | |
| 11.1 | Utilities | 20 |
| 11.2 | City Not Liable for Failure of Utilities | 21 |
| <u>ARTICLE XII</u> | <u>NO REPRESENTATION BY CITY</u> | |
| 12.1 | Condition of Property | 21 |
| <u>ARTICLE XIII</u> | <u>MAINTENANCE AND REPAIR</u> | |
| 13.1 | Maintenance and Repair of Property | 21 |
| 13.2 | Provider's Services | 21 |
| 13.3 | Service/Maintenance Agreements | 23 |
| 13.4 | City Services | 23 |
| <u>ARTICLE XIV</u> | <u>INDEMNIFICATION AND INSURANCE</u> | |
| 14.1 | Indemnification | 24 |
| 14.2 | Insurance | 24 |
| 14.3 | Damage or Loss to Provider's Property | 26 |

| | | |
|----------------------|---|----|
| <u>ARTICLE XV</u> | <u>DESTRUCTION OF PROPERTY</u> | |
| 15.1 | Destruction of Property | 27 |
| 15.2 | Option to Terminate Due to Casualty | 27 |
| | | |
| <u>ARTICLE XVI</u> | <u>ASSIGNMENT</u> | |
| 16.1 | Assignment | 28 |
| 16.2 | Event of Bankruptcy | 28 |
| | | |
| <u>ARTICLE XVII</u> | <u>OWNERSHIP OF IMPROVEMENTS</u> | |
| 17.1 | Ownership of Improvements | 29 |
| 17.2 | Equipment | 29 |
| | | |
| <u>ARTICLE XVIII</u> | <u>SIGNAGE</u> | |
| 18.1 | Signs | 30 |
| | | |
| <u>ARTICLE XIX</u> | <u>SPECIAL ASSESSMENTS AND TAXES</u> | |
| 19.1 | Special Assessments and Taxes | 31 |
| | | |
| <u>ARTICLE XX</u> | <u>NOTICES</u> | |
| 20.1 | Notice | 31 |
| | | |
| <u>ARTICLE XXI</u> | <u>DEFAULT</u> | |
| 21.1 | Events of Default - Provider | 32 |
| 21.2 | City's Remedies in Event of Default | 33 |
| 21.3 | Repeated Defaults | 34 |
| 21.4 | Events of Default-City | 34 |
| 21.5 | Provider's Remedies in Event of Default | 35 |
| 21.6 | Repeated Defaults | 35 |
| | | |
| <u>ARTICLE XXII</u> | <u>HOLDING OVER</u> | |
| 22.1 | Holding Over | 36 |
| 22.2 | Per Diem Fee | 36 |
| | | |
| <u>ARTICLE XXIII</u> | <u>AFFIRMATIVE ACTION</u> | |
| 23.1 | Nondiscrimination | 37 |
| | | |
| <u>ARTICLE XXIV</u> | <u>MINORITY PROCUREMENT</u> | |
| 24.1 | Minority/Women Business Utilization | 37 |
| | | |
| <u>ARTICLE XXVI</u> | <u>MISCELLANEOUS PROVISIONS</u> | |

| | | |
|-------|--|----|
| 25.1 | Ingress and Egress | 38 |
| 25.2 | Use Rights | 38 |
| 25.3 | City Approval | 38 |
| 25.4 | Certification | 38 |
| 25.5 | Successors and Assigns | 39 |
| 25.6 | Surrender of Property | 39 |
| 25.7 | Amendments | 39 |
| 25.8 | Construction of Agreement | 39 |
| 25.9 | Waiver of Jury Trial | 39 |
| 25.10 | Severability | 40 |
| 25.11 | Waiver | 40 |
| 25.12 | Captions | 40 |
| 25.13 | Radon | 40 |
| 25.14 | No Recordation | 41 |
| 25.15 | Cancellation by Request of Either of the Parties Without Cause | 41 |
| 25.16 | Joint Preparation | 41 |
| 25.17 | Counterparts | 41 |
| 25.18 | Binding Effect | 41 |
| 25.19 | Entire Agreement | 42 |

| | |
|------------------|--|
| <u>EXHIBIT A</u> | THE PROPERTY |
| <u>EXHIBIT B</u> | THE INVENTORY |
| <u>EXHIBIT C</u> | MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES (Structural and Financial Status of the Property) |
| <u>EXHIBIT D</u> | HISTORIC DESIGNATION |

MANAGEMENT AGREEMENT

This Management Agreement (hereinafter the "Agreement"), is made and entered into this ____ day of _____, 2011 (the "Agreement Date"), by and between the CITY OF MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (hereinafter the "City") and OLYMPIA CENTER, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (hereinafter the "Provider"), (hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, pursuant to the Special Warranty Deed dated July 24, 1975 recorded in Official Records Book 9053, Page 723, in Miami Dade County, Florida, the City is the owner of certain real property located at 174 East Flagler Street, Miami, Florida, a/k/a Gusman Center for the Performing Arts Theatre (the "Property");¹ and

WHEREAS, pursuant to that certain restriction in the Special Warranty Deed dated July 24, 1975 and Ordinance No. 8435, adopted July 31, 1975, the City Commission authorized the Off-Street Parking Board of the City of Miami doing business as the Miami Parking Authority (hereinafter "MPA") to administer the Property; and

WHEREAS, the MPA has named the City its successor in the administration and operation of the Gusman Theater pursuant to MPA Resolution 11-01; and

WHEREAS, the City desires to transfer the administration and operation of the Gusman Theater to the Provider and it has been determined that the use of the Property shall be for public purpose; and

WHEREAS, the Parties agree that the Provider should operate the Property to promote, among other things, cultural arts and other cultural program activities; and

¹ As herein defined, the Property refers to the actual theatre itself. The Parties are aware that attached to the theatre is a residential and commercial component. The Parties further agree that this agreement is for the management of the theatre itself and that the residential and commercial components will be addressed at a later date in a separate agreement between the Parties.

WHEREAS, the Provider has agreed to operate, manage, and maintain the Gusman Theatre solely out of the revenues derived from the Property and from the Provider's trustees; and

WHEREAS, the City has negotiated this Management Agreement with Provider;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

ARTICLE I
DESCRIPTION AND TERM

1.1 Description of Property

The City is the owner of real property located at 174 East Flagler Street, Miami, Florida, which is depicted in Exhibit "A" attached hereto and made a part hereof. The Provider is hereby permitted to use the Property, including the improvements thereon, for the specific purposes hereinafter described and, subject to all of the terms and conditions contained herein.

1.2 Term of Use

The term of this Agreement shall be for a fifteen (15) year period (the "Initial Term") commencing on April 1, 2011 (the "Effective Date") and expiring on April 1, 2026, unless sooner terminated as provided herein.

1.3 Option to Extend

This Agreement may be extended for three (3) additional fifteen (15) year periods (hereinafter the "Additional Term"), upon the same terms and conditions contained in this Agreement (as same may be amended from time to time) provided that the Provider complies with the following conditions:

- (a) The Provider has delivered written notice of its request to extend the Agreement to the City Manager six (6) months in advance of the expiration of the Initial Term, but not earlier than nine (9) months prior to the expiration of the Initial Term (the "Option Request").

- (b) No event of default, as defined in Article XXI of this Agreement entitled "Default," exists at the time of receipt of the Option Request.
- (c) The Service Audit, as hereinafter defined, has shown that the Provider's services have been found to be satisfactory.
- (d) Provider receives the written approval of the City Manager, subject to City Commission approval.

Upon receipt of the Option Request, the Director of Public Facilities or his/her designee (the "Director") shall conduct an audit of the Provider's compliance with the provisions of this Agreement (the "Service Audit"), which may include, but will not be limited to, a review of the following:

- (i) The Provider's adherence to and performance of all covenants, agreements and other obligations on its part hereunder.
- (ii) The Provider's audited financial records covering the operation of the Gusman Theatre for the previous years of operation to ensure the Provider can continue to perform all covenants, agreements and other obligations as contained in this Agreement in a fiscally sound manner. Within 30 days after the date of this Agreement, the parties shall mutually agree upon the type of audited financial records required and the time frames for submission of the audited financial records.
- (iii) The Provider's substantial accomplishment of its goals and objectives as outlined in its Annual Plan approved by the City in accordance with Section 5.2 herein.

Such Service Audit shall be completed within ninety (90) days of receipt of the Provider's Option Request. Based upon the findings of the Service Audit and the Provider's compliance with all of the aforementioned conditions, the Director shall make a recommendation to the City Manager to approve or deny the Option Request, along with suggested modifications to the terms and conditions of this Agreement, if any, as may be agreed to by the Parties. In the event the Provider has complied with all of the aforementioned conditions, the Option Request shall be granted and written approval shall be submitted to the Provider from the City Manager, subject to City Commission approval.

In the event any option to extend the Initial Term of this Agreement is exercised and approved, the City will retain the Deposit provided for in Section 3.5 hereof, for the same purposes as described therein. The Initial Term and any Additional Term, if exercised, shall be collectively referred to as the "Term".

ARTICLE II

PURPOSE

2.1 Purpose

The purpose of this Agreement is to give the Provider use of the Property for the purpose of managing, marketing, and operating the theater as a public assembly venue for performing arts, entertainment, education, and community, convention, corporate, and civic activities, including presentation and/or production of public, private, invitational, and ticketed events. Such events may be produced through the execution of "use" agreements with the Provider to individuals, organizations, or corporations or through Provider's in-house production. The Provider will utilize the Property to promote the cultural arts, regardless of form, within the context of South Florida's multi-cultural, multi-ethnic and international community. The Provider will host activities such as: (a) film series, (b) plays, (c) performances, (d) educational seminars or courses, (e) lecture series, (f) art exhibitions, (g) theatrical or musical events and (h) any such activities of the like, including the selling of food and beverage items ancillary to the above listed activities (a) through (h). The Provider shall ensure that the Property and all the Provider's activities thereon, or activities resulting from or relating to the Provider's use of the Property, will be available to all segments of the community except that Provider's fundraising events may be by invitation only.

The Provider shall operate, manage, supervise and administer the Property, as an independent contractor and not as an employee of the City, and will respond to the needs of the community by featuring both academic and community-based activities.

This Agreement and all rights of the Provider hereunder shall, at the option of the City, cease and terminate, in accordance with the provisions and requirements of Article XXI, in the event that the Provider ceases to use and operate the Property for the purposes provided herein.

The sale, distribution and/or consumption of alcoholic beverages at the Property is allowed in connection with those activities defined in Section 2.1(a) through (h) or a Special Event, provided that Provider complies with all laws and assumes all liability related to service of sale, distribution and/or consumption of alcoholic beverages at the Property.

2.2. Financial Obligations of City and the Provider.

The Provider shall undertake all reasonable efforts to apply for grants, loans or other funds which may be available from Public Agencies, third parties or private entities for purposes of funding the renovation, development, management and operation of the Property. The parties acknowledge that the Provider may solicit State, County, third party or private entities for funds, to be utilized to fund the cost of the renovation, development, management and operation of the Property. The Provider shall be responsible for compliance with all conditions pertaining to any procurement processes and funding requirements, including reports and payments of interest or principle, when due. The Provider shall establish an account in which all funds pertaining to the Property shall be deposited. The Provider shall comply at all times with any conditions prescribed in the funding agreements. As between the State or other third parties, the Provider shall be the contractual party to the contract(s) as shall be entered into for the accomplishment of the project. The Provider will provide or will retain adequate, capable and qualified personnel to supervise the project. The Provider covenants that it shall cooperate with the City to complete all management and operation of the project. The parties agree and acknowledge that none of the duties of the Provider shall be construed to impose financial obligations or liabilities of any kind upon the Provider, except to the extent of funds actually received that were derived as a result of any work, management or operation of the Property.

The Provider further understands that the operations, management and maintenance of the Property shall be with funds derived solely out of revenues of the Property, the Provider's trustees and any or all fundraising efforts of the Provider. Nothing in this Agreement is to be construed as the City committing to allocate any monies to the Property on an annual basis.

2.3 Commercial Activities Within the Property

The Provider shall be required to receive the City Manager's prior written approval for commercial activities that are ancillary to the Provider's use of the Property. Such approval may be conditioned or withheld for any reason, or no reason whatsoever, including a condition to pay consideration to the City. For purposes of this paragraph, the term "commercial activities" is defined to mean the sale of goods and services to the general public that are unrelated to Provider's use and operation of the Property. For example, the Provider may not agree to authorize a hardware store to sell hardware goods to the public at large without receiving the prior written consent of the City. Commercial activities are not defined to include sales of goods and services related to the Provider's operation and use of the Property. For example, the term "commercial activities" would not be defined to include a sale of books from a publisher or bookstore at Provider's Author Presentation Events. Also, the term "commercial activities" is not defined to include Provider's entering into Agreements for Temporary Use of the Property for periods of less than (15) fifteen days to community organizations for community/educational events and activities. All third party users shall sign Provider's Temporary Use Agreement.

2.4 Special Events

Provider acknowledges that in the event it elects to hold an event that will encompass or significantly impact the use of areas outside the Property (a "Special Event"), Provider shall coordinate such event with the City's Special Event Coordinator in the Parks and Recreation Department and agrees to comply with the conditions imposed by the Special Events Committee. The Provider shall be required to pay, or cause to be paid any and all permit fees and expenses associated with a Special Event.

2.5 Operations

The Provider shall conduct its operations in an orderly manner. The Provider agrees that, at no time during the Term, shall it permit any obscene performances or other obscene material to be exhibited or performed in the Property. For the purposes hereof, the term "obscene" shall be defined in the same manner as such term is defined under applicable law, with the further proviso that "X", "XX" or "XXX" rated or similarly rated movies or other performances shall,

for the purposes hereof, be deemed obscene. The term “obscene” shall not be defined to include educational artistic forms of expression.

2.6 Charges For Services

For those events that are not free of charge, the City authorizes the Provider to collect fees for services, plus the City ticket surcharge as defined in Section 2.7 below, plus Sale and Use Taxes applicable to each ticket.

Provider is authorized to allow other organizations to use the Property for periods of less than fifteen (15) days for the same purposes authorized herein at a charge deemed sufficient by Provider to cover its operating expenses. Provider shall retain all monies paid by these organizations, except applicable surcharges, to offset costs to Provider for operating the Property.

2.7 Ticket Surcharge

The Provider agrees to pay, or cause to be paid by any authorized user of the Property, all applicable ticket surcharges as stated in Section 53-1 of the Code of the City of Miami and Ordinance 10509 of the City of Miami, as amended. The surcharge will be held in a separate account to be used for the capital repair and renovation of the Property. The Provider shall collect the following amounts per ticket sold:

| <u>Ticket Price</u> | <u>Amount of Surcharge</u> |
|---------------------|----------------------------|
| \$1.00 to \$14.99 | \$0.75 |
| \$15.00 to \$29.99 | \$1.00 |
| \$30.00 and up | \$2.00 |

The Provider shall pay all surcharges, as detailed above, within thirty (30) days after the end of each calendar month.

2.8 Continuous Duty To Operate

Except where the Property is rendered unusable by reason of fire, act of God, material building repair or maintenance requirements or other similar events or casualty, the Provider shall at all times during the Term hereof (i) occupy the Property; (ii) regularly conduct

operations and regular performances as defined in Section 2.1 (a) through (g) within the Property in accordance with the terms of this Agreement; (iii) at all times keep the Property fully stocked with materials, necessary to operate the Property (e.g. light bulbs and janitorial supplies) and (iv) keep the Property open for operation and regular performances as defined in Section 2.1 (a) through (g) during scheduled events and activities.

2.9 Parking

The Property has been designated by the Miami City Commission as a historic site in accordance with Section 23.1-3 of the Code of the City of Miami (attached hereto as Exhibit “D”). Accordingly, the Property is exempt from any parking requirements that may be applicable. The Provider agrees that it is responsible for securing any and all parking it may or may not provide for the patrons of the Property.

ARTICLE III CONSIDERATION

3.1 Fee

The City agrees that Provider shall not pay an annual administrative fee for the use of this Property to the City for any Agreement Year during the Term of this Agreement except for Commercial Activities as provided in Section 2.3 of this Agreement. For purposes of this Agreement, the term “Agreement Year” shall mean any period of time consisting of twelve (12) consecutive calendar months commencing on the Effective Date and each anniversary thereafter.

3.2 Additional Payments

Intentionally Deleted.

3.3 Late Payments

Intentionally Deleted.

3.4 Returned Check Fee

In the event any check is returned to the City as uncollectible, the Provider shall pay to the City the returned check fee (the “Returned Check Fee”) imposed by the City’s banking facility.

The Returned Check Fee shall constitute additional payments due and payable to the City by the Provider. Acceptance of Returned Check Fee by the City shall not constitute a waiver of the Provider's violation(s) with respect to such overdue amount nor prevent the City from the pursuit of any remedy to which the City may otherwise be entitled.

3.5 Performance Deposit

The Parties acknowledge that Provider has a deposit with the City in the sum of Five Hundred Dollars (\$500.00) (the "Deposit") in guarantee of the full and faithful performance by the Provider of all obligations of the Provider under this Agreement or in connection with this Agreement. Said Deposit shall remain with the City until the expiration or termination of this Agreement, whichever occurs first. If the Provider has caused an Event of Default to occur, as defined in the Article XXI of this Agreement entitled "Default", the City may use, apply or retain all or any part of the Deposit for the payment of (i) any sum of money which is due from the Provider hereunder, (ii) any sum expended by the City on the Provider's behalf in accordance with the provisions of this Agreement, or (iii) any sum which the City may expend or be required to expend as a result of the Provider's default. The use, application or retention of the Deposit or any portion thereof by the City shall not prevent the City from exercising any other right or remedy provided for under this Agreement or at law or in equity, and shall not limit any recovery to which the City may be otherwise entitled. At any time or times when the City has used or applied all or any part of the Deposit, Provider shall replenish the Deposit by paying to the City within thirty (30) days of written notice by the City, the sum or sums equal to the amounts so applied.

Provided Provider is not in violation of this Agreement, the Deposit or balance thereof, as the case may be, shall be returned to Provider upon the termination of this Agreement or upon any later date after which Provider has vacated the Property in the same condition or better as existed on the Effective Date, ordinary wear and tear excepted. Upon the return of the Deposit (or balance thereof) to the Provider, City shall be completely relieved of all liability to the Provider with respect to the deposit. Provider shall not be entitled to receive any interest on the Deposit.

3.6 Promotion of the City

The Provider acknowledges the benefits afforded to it by virtue of the City allowing Provider to use the Property, and shall provide recognition of the City of Miami, in a manner mutually agreeable to the parties, in all its marketing, advertising and promotional materials that exclusively reference Provider's events at the Property.

3.7 Property Maintenance Fund

Commencing the Effective Date of this Agreement, the Provider shall set aside and deposit on an annual basis, in an account owned and controlled by the Provider and the City, the Ticket Surcharge provided for in Section 2.7 of this Agreement for purposes of funding and paying for capital improvements and other capital items to maintain the Property in the condition required by this Agreement, hereinafter the Property Maintenance Fund. Upon the expiration or sooner termination of this Agreement, the amount in the Property Maintenance Fund shall remain the property of the City.

ARTICLE IV COMMUNITY SERVICES

4.1 Community Services

To enhance the public purpose and the benefit to the residents, Provider, either itself or through Provider sponsored events, shall use its best effort to provide the following types of community services on a periodic basis:

- (i) Tickets may be provided to the City of Miami for distribution to inner City youths.
- (ii) Provider may also work with the City's Park Department, to provide children and parents with the benefits of cultural programming presented at the Gusman Theater.
- (iii) The Gusman Theater may serve as community gathering venue for organizations, clubs and civic groups as requested by the City.

The City acknowledges the Provider's active participation in providing services to the community and considered the same in granting this Agreement. The City encourages the Provider to provide such services to serve primarily the residents of the City of Miami.

4.2 City Use of Property

The City shall be granted the right to reasonably use the Property for the purpose of staging City or City-sponsored events. The City acknowledges and agrees that the Provider, as a Florida not-for-profit corporation of the State of Florida abide by specific laws and regulations, which limit its operations. For example, the Provider is not authorized to use its resources to lobby or support a particular political candidate or to lobby or support a particular private commercial entity. Therefore, the City agrees that it shall not be authorized to conduct City or City-sponsored events which would cause the Provider to be in violation of its applicable laws and regulations or the spirit and intent thereof.

The Parties agree that: (a) City or City-sponsored events will be held on mutually agreeable dates and times, and that the Provider will use reasonable efforts to accommodate the City's selected dates, (b) the City will give the Provider no less than ten (10) days, prior written notice of the proposed date and time for the event(s), (c) the City shall be responsible for operating costs for use of the Property, the Provider agrees, however, to waive the usage charge for use of the Gusman Theatre(s), and (d) the City shall execute the Provider's "Agreement For Temporary Use By City" for the use of the Property and shall comply with all terms provided in same.

ARTICLE V PROVIDER'S COVENANTS

5.1 Personnel

The Provider shall provide such personnel as it deems sufficient to operate the Property according to the Agreement terms.

For each event, the Provider shall provide identifiable personnel to remain on site and in charge during scheduled activities.

The Provider shall employ, train, pay, supervise and discharge all personnel necessary for the operation of the Property. All such persons who are employed by the Provider shall be the employees of the Provider and every person performing services in connection with this Agreement, including subcontractors, volunteers or employees of Provider, or any agent or employee of the Provider hired by the Provider, shall be acting solely on behalf of the Provider. The City shall not be liable for their compensation or for the consequences of any act or omission on the part of any of them unless due to the actions of the City or its employees, agents and representatives.

5.2 Annual Plan

On or before April 31, 2011, the Provider shall complete a plan outlining Provider's estimated projections for use of the Property for the period of April 2011 through September 2011 in a form acceptable to the Director. On September 1, 2011 Provider shall complete a plan outlining Provider's estimated projections for use of the Property for the period of October 1, 2011 through September 30, 2012 (the "Annual Plan"). Thereafter, on each September 1st of each subsequent Term, the Provider shall prepare and present, a mutually agreeable Annual Plan to the Director, for the review and approval of the Director. The Annual Plan shall include:

- (i) A description of programs, activities and objectives and any related policies, rules and procedures.
- (ii) A description of personnel directly involved with the programming and operation of the Gusman Theatre.
- (iii) Description of operating expenses including estimated value of in kind services conducted at the Property.
- (iv) Utilities expenses.
- (v) Service agreements.
- (vi) Description of general marketing strategies.
- (vii) Description of community services.

5.3 Schedule of Events

Intentionally Deleted.

5.4 Funding of Capital Improvements

Provider and City shall work jointly to prioritize capital improvement projects to be undertaken at the Property and as more specifically provided for in the Memorandum of Understanding between the Parties attached hereto as Exhibit "C". Provider will provide best efforts to identify grants to cover the costs associated with any repairs, renewals, revisions, rebuilding, replacements, substitutions and/or improvements to the Property. Provider shall prepare grant applications to be submitted and executed by the City for potential capital improvement funding for the Property. Neither Party shall have any right whatsoever to obligate the other Party on any grant or similar application. The Provider shall be responsible for meeting the requirements of any grant obligations associated with grants for capital improvements. All Capital Improvements will be considered reimbursements to the City

5.5 Performance Review

The Provider shall transmit to the Director, in writing, in a format acceptable to the Director, annual reports regarding current activities, progress of the Provider's activities, accomplishment of objectives, and budget summary including revenues, and disbursements. The annual report shall also include maintenance and operating expenses. The Provider shall submit these annual reports to the Director on or before the dates set forth below:

| Operating Period | Report Due Date |
|------------------|-----------------|
| Oct 1 – Sept 31 | Nov 15 |
| | |

The Provider shall submit to the Director such reasonable additional reports as may be requested by the Director. The Provider shall prepare, in writing, in a form acceptable to the Director, any other reports or documentation that may be required by Federal, State or local laws. The Provider shall use its best efforts to respond to any concerns of the City regarding Provider's programs and operations.

The City may carry out monitoring and evaluation activities, including visits and observations by City staff and/or community surveys. The City agrees that it shall not interrupt or disrupt any of Provider's activities or events during this process. The Provider shall ensure the cooperation of its employees and officers in such efforts. The City shall notify the Provider of any inconsistent, incomplete or inadequate information received by the City in the Provider's semi-annual report or obtained by the City from its monitoring and evaluation activities. The Provider shall provide an explanation or response to the City within thirty (30) days after Provider's receipt of the City's notice. The Provider and the City shall work together to mutually resolve any problems.

ARTICLE VI

RECORDS AND AUDITING

6.1 Records Of Sales

During the Term of this Agreement, the Provider shall maintain and keep, or cause to be maintained and kept at the Property, a full, complete and accurate daily record and account of all revenues and expenses arising or accruing by virtue of its operations conducted at or related to the Property, including, but not limited to, any grants, donations, contributions at fundraising events, foundation support, Special Events income and/or other contributions to the Provider. Concession sales at these events shall be reported.

All applicable records and accounts shall be available for inspection and/or audit by the City and its duly authorized agents or representatives during the hours of 8:00 AM to 5:00 PM, Monday through Friday. The Provider shall keep and preserve, or cause to be kept and preserved, said records for not less than sixty (60) months after the expiration of this Agreement. The Provider will cooperate with the City's internal auditors (or such other auditors designated by the City) in order to facilitate the City's examination of records and accounts. The Provider agrees that all documents, records and reports maintained and generated pursuant to this Agreement shall be subject to the provisions of the Public Records Law, Chapter 119, Florida Statutes.

6.2 Audit

Provider shall deliver or cause to be delivered to the Director within sixty (60) days after the end of each Fiscal Year, an audited financial report which report must be prepared in accordance with generally accepted accounting principles (GAAP) in the United States, be complete and include all notes to the statements and any auditor's reports associated with the audited financial statements; and include, if associated with the audited financial statement, an auditor's opinion covering the operation the Property for the prior Fiscal Year. The Fiscal Year shall mean each twelve-month interval commencing on October 1st and expiring September 30th.

The City may also, at its option and upon reasonable prior notice, may cause, at its sole cost and expense, a complete audit to be made of the Provider's business affairs, records, files, and sales slips in connection with the Provider's operations on, from or related to the Property for the period covered by any audited financial statement, report or record furnished by the Provider to the City. The Provider shall allow the City or the auditors of the City, upon reasonable prior notice, to inspect all or any part of the compilation procedures for the aforesaid reports. Records shall be available at the Property, or such other location in Miami approved by the Provider, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. The Provider shall ensure that third parties using the facility follow the City's required procedures.

ARTICLE VII

LICENSES; COMPLIANCE WITH LAWS

7.1 Licenses And Permits

The Provider shall, at the Provider's sole cost and expense, obtain any and all licenses and permits necessary and in connection with the Provider's use and occupancy of the Property.

7.2 Compliance with Laws

Each party to this agreement shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments, now or hereinafter enacted.

ARTICLE VIII
HAZARDOUS MATERIALS

8.1 Hazardous Materials

The Provider shall, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders and administrative actions and orders regarding hazardous materials under the control of Provider or its agents (“Hazardous Materials Laws”), including, without limitation, any Hazardous Materials Laws relating to industrial hygiene, environmental protection or the use, storage, disposal or transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any “Hazardous Substances”, “Hazardous Wastes”, “Hazardous Materials” or “Toxic Substances”, under any such laws, ordinances or regulations (collectively “Hazardous Materials”). The Provider shall, at its sole cost and expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Property required for the Provider’s use of any Hazardous Materials in or about the Property in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. The City recognizes and agrees that the Provider may use such materials in quantities appropriate for its use of the Property, for the purposes stated herein and that such use by the Provider shall not be deemed a violation of this section so long as the levels of use of such materials are not in violation of any Hazardous Materials Laws. Upon termination or expiration of this Agreement, the Provider shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Property by the Provider or at the Provider’s direction, to be removed from the Property and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. The City acknowledges that it is not the intent of this Article VIII to prohibit the Provider from operating in the Property for the uses described in Section 2.1 of this Agreement entitled “Purpose”. The Provider may operate according to the custom of the industry so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental

requirements. The requirements of this section shall survive the expiration or termination of this Agreement.

The City represents that:

- (i) To the best of its knowledge there are no environmental violations, whether under federal, state, or local laws, existing on the Property;
- (ii) To the best of its knowledge there are no Hazardous Materials presently existing on the Property.

ARTICLE IX

ALTERATIONS AND IMPROVEMENTS

9.1 Alterations

Provider shall not make any improvements, construction, or alterations to the Property without prior written consent from the City. Provider acknowledges that the Property has been designated by the Miami City Commission as a historic site in accordance with Section 23.1-3 of the Code of the City of Miami. Accordingly, Provider agrees that at all times during the Term, Provider shall ensure that no changes or alterations are made, or damage done to the interior or exterior of the Property, except for those which may be made by the City under the terms of this Agreement.

9.2 Construction Liens

The Provider shall have no responsibility for construction liens filed against the Property as a result of work, labor, services, or materials contracted for by the City or contracted for by anyone other than Provider, its agents, representatives, or third parties using the Property pursuant to Provider's Agreement for Temporary Use.

Provider shall promptly remove any construction liens filed against the Property as a result of work, labor, services, or materials contracted for by the Provider, its agents, or third parties who Provider allows to use the property. If Provider fails to remove any construction liens filed against the Property as a result of work, labor, services, or materials contracted for by Provider within thirty (30) days after receiving notice of its filing, the City may, but shall not be

obligated to, bond or pay the lien and such all amounts paid by the City shall constitute additional payments due and payable under the Agreement and shall be repaid to the City by the Provider immediately upon the rendering of an invoice or bill by the City.

9.3 Personal Property

The Provider shall have the right to remove any personal property that it places in or on the Property. The Provider may provide additional equipment and personal property necessary for its operation at the Property. All equipment and personal property provided or used by the Provider at the Property shall be of good quality and suitable for its purpose. Any equipment of Provider shall be donated to the City immediately upon purchase and must contain a decal and/or property control number and added to the list of inventory. The Provider's failure to repair any damage caused to the Property within sixty (60) days after receipt of written notice from the City directing the required repairs, shall constitute an Event of Default. The City may, however, elect to cause the Property to be repaired at the sole cost and expense of the Provider. The Provider shall pay the City the full cost of such repairs within fifteen (15) days after receipt of an invoice indicating the cost of such required repairs. The requirements of this section shall survive the expiration or termination of this Agreement.

9.4 Changes and Additions to the Property.

The City reserves the right at any time to reasonably: (i) make or permit changes or revisions in its plan for the Property, including additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the building areas, walkways, parking areas, or driveways, (ii) construct improvements on the Property and to make alterations thereof or additions thereto, and (iii) change location, size, content and design of any signage for the Property, subject to the condition that the City will endeavor to minimize any interruption to the Provider's use and operation of the Property under the Agreement and City shall provide 180 days advance notice of any alterations or modifications that will substantially impact the Provider's use of the property. City will bear the cost of consumption of utilities used for construction of the improvements.

9.5 Liens.

The Provider shall not suffer or permit any liens of any kind to be filed against the title to the Property by any reason whatsoever as a result of an agreement with the Provider or Internal Revenue Service or tax liens. Nothing in this Agreement shall be construed as constituting the consent or request of the City, expressed or implied, by inference or otherwise, for the performance of any labor or the furnishing of any materials, for any specific work on the Property, nor as giving the Provider the right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any liens against the City's interest in the Property. If any liens shall at any time be filed against the Property, the Provider shall cause it to be discharged of record within thirty (30) days after the date the Provider has knowledge of its filing. If the Provider shall fail to discharge a lien within that period, then in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien by deposit in court or bonding. The City shall be entitled, if it so elects, to compel the prosecution of any action for the foreclosure of the lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances with the understanding that all amounts paid by the City shall be repaid to the City by the Provider immediately upon rendition of any invoice or bill. The Provider shall not be required to pay or discharge any lien so long as the Provider shall in good faith proceed to contest the lien by appropriate proceedings and if the Provider shall have given notice in writing to the City of its intention to contest the validity of the lien and shall furnish reasonably satisfactory evidence that funds are or will be available to pay the amount of the contested lien claim with all interest on it and costs and expenses, including reasonable attorneys' fees to be incurred in connection with it. The City shall not be entitled to pay the lien or compel the prosecution of any action with respect thereto during any time that the Provider is contesting such lien.

ARTICLE X
CITY'S INSPECTION AND RIGHT OF ENTRY

10.1 Inspection by the City

The City shall have the authority to make periodic inspections of the Property and improvements thereof, during normal working hours. The Provider, at its sole cost and expense, shall be required to make any modifications reasonably required by the City in provision of the services listed in Section 13.2 subsections (a), (c), (e), (f), (g), (h), (i), and (l) below as long as the requested modifications do not materially increase Provider's costs.

Prior to the beginning of each Agreement Year, the Parties shall inspect the Property and the City's equipment described in the inventory attached hereto as Exhibit "B"; if the Parties agree that replacement of the equipment is desirable or necessary, then the Provider shall, at its sole cost and expense, provide such replacements with reasonable diligence.

10.2 City's Right Of Entry

The Provider agrees to permit the City, to enter upon the Property at all reasonable times, for any purpose the City deems necessary to, incident to, or connected with the performance of the City's duties and obligations hereunder or in the exercise of its municipal functions.

ARTICLE XI
UTILITY CHARGES

11.1 Utilities

The Provider, shall be solely responsible for payment of all costs of consumption, and for the cost of installing any necessary lines and equipment for increased usage, of the following utilities:

- a) Electricity;
- b) Telephone;
- c) Water,
- d) Gas;

- e) Sewage disposal;
- f) Storm water fees;
- g) Trash and garbage removal.

11.2 City Not Liable For Failure Of Utilities

The City shall not be liable for any loss of performance income to Provider due to any failure of water supply, sewer, gas or electric current.

ARTICLE XII
NO REPRESENTATION BY CITY

12.1 Condition Of Property

The Provider has had the opportunity to inspect the Property and takes the Property in its present “as is” condition and state of repair and without any representation by or on behalf of the City. At the expiration or earlier termination of this Agreement, the Provider shall surrender the Property “broom clean” and in good order and condition, ordinary wear and tear excepted.

ARTICLE XIII
MAINTENANCE AND REPAIR OF PROPERTY

13.1 Provider’s Maintenance And Repair Of Property

The Provider shall, at its sole cost and expense, at all times during the Term hereof, provide routine maintenance as stipulated in paragraphs 13.2 and 13.3. The Provider shall not commit, or suffer to be committed, any waste in or upon the Property or do anything in or on the Property, which, detracts from the appearance of the Property.

13.2 Provider’s Services

The Provider shall, at its sole cost and expense, maintain and repair the Property. Specifically, the Provider shall maintain and repair the structural portions of the building, including the interior and exterior walls, under flooring and roof and shall make all repairs and replacements, except those covered under the service agreements referred to in Section 13.3 of

the elevator, plumbing, heating, air conditioning, electrical and life safety systems installed or furnished, unless such maintenance and/or repair becomes necessary due to: (i) the misuse, act, neglect, fault or omission of City, its employees, agents, customers, licensees, or invitees in or about the Property; or (ii) any damage occasioned by the failure of Provider to perform or comply with any terms, conditions, or covenants of this Agreement. The City shall not be liable under any circumstances for a loss of, or damage to, property, loss of profits, or for damage to or interference with Provider's business arising from or in connection with the making of or Provider's failure to make any repairs, maintenance, alterations or improvements in or to any portion of the Property or in or to fixtures, appurtenances and equipment therein. The following maintenance and services are required for use of the Property:

- a) Cleaning and janitorial services for the Property;
- b) Employ, train, pay, supervise, discharge and determine the compensation of all employees necessary for the operation of the Property;
- c) Purchase supplies required for the operation of the Property, as determined by the Provider in its discretion, including but not limited to, office supplies, cleaning supplies, light bulbs, food and beverages;
- d) All marketing and advertising required for its operations;
- e) Waste disposal;
- f) Grounds services for the lawn and periodic removal of any rubbish or obstructions from the Property;
- g) Cleaning of the interior and exterior glass doors on the Property to be performed as needed but no less than once every month;
- h) Interior lighting;
- i) Painting touch up of the interior of the building;
- j) Security as is required for similar facilities;
- k) Any and all services required for Special Events;
- l) Carpet cleaning and pressure cleaning sidewalk and perimeter areas.

13.3 Service/Maintenance Agreements

The Provider shall procure, at its sole cost, service maintenance agreements for the following items at a level in accordance with good industry practice, but in no event less than that previously provided by the City:

- a) Heating, ventilation and air conditioning as required for the comfortable use and occupation of the Property;
- b) Elevator service;
- c) Burglar and fire alarm monitoring and maintenance services;
- d) Projection equipment maintenance;
- e) Fire extinguishers inspections;
- f) Backflow prevention test;
- g) Pest and pigeon control services;
- h) Existing interior signage (maintenance and repair).

In addition to the above, the Provider, shall undertake minor repairs deemed appropriate by the Provider of the plumbing fixtures (e.g. leaking faucets, clogged toilets), as necessary.

The Provider shall, promptly advise the City upon obtaining knowledge of any condition of the Property which may present a risk of injury to persons or property.

The Provider shall submit the service agreements to the City for its approval. The Provider shall be responsible for any maintenance and repair service costs for each of the above items to the extent they are not covered by the service or maintenance agreements procured by Provider.

13.4 City Services

Intentionally Deleted.

ARTICLE XIV INDEMNIFICATION AND INSURANCE

14.1 Indemnification

Provider shall indemnify and save the City, its officers, employees, and agents harmless from any and all claims, liability, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of Provider, its district board of trustees, employees, agents, or subcontractors in its operations, activities, or obligations under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith, including all costs, judgments, and attorneys fees, which may issue thereon; provided, however, that nothing herein shall be construed to require Provider to indemnify the City against liability resulting from the willful, negligent, or unlawful acts or omissions of the City. This provision shall survive the termination of this Agreement.

14.2 Insurance

Notwithstanding the above, Provider shall furnish the City evidence of the following insurance coverage:

A. Commercial General Liability coverage form, including contractual and contingent liability, products and completed operations, personal injury and products and operations covering against all claims, demands or actions, bodily injury, personal injury, death or property damage occurring in the Property with such limits as may be reasonably requested by the City from time to time but not less than \$1,000,000 per occurrence, \$2,000,000 policy aggregate for bodily injury and property damage. The policy should include primary insurance clause and should further include coverage for employee benefits and Error's & Omissions with limits of \$1,000,000. The City shall be listed as Additional Insured on this coverage.

B. Automobile liability insurance covering all owned, non-owned and hired vehicles used in conjunction with operations covered by this agreement. The policy or policies of insurance shall contain such limits as may be reasonably requested by the City from time to time but not less than \$1,000,000 for bodily injury and property damage. Hired Auto Physical Damage coverage with a \$500 Deductible should be included, if applicable. The requirements of this provision may be waived upon submission of a written statement that no automobiles are

used to conduct business. The City shall appear listed as an additional insured on this coverage.

C. Worker's Compensation in the form and amounts required by Florida law, with employer liability limits of \$1,000,000.

D. Liquor Liability with limits of \$1,000,000

E. Umbrella Liability Excess Follow Form with limits of \$10,000,000 including the City of Miami as an additional insured. The umbrella liability policy should be excess over primary commercial general liability, automobile, employer's liability and liquor liability limits.

F. Property- Provider shall procure Real and Personal Property coverage with special form causes of loss excluding windstorm written on a historic real and property coverage form an all applicable locations subject to historic replacement cost with guarantee cash settlement option, and including historic property business income and extra expense to include crisis management coverage extension endorsement, if available, with an extended period of indemnity of 365 days. The certificate or policy shall also provide for historic property equipment breakdown coverage endorsement.

Provider shall require its users or third parties to furnish certificate of insurance with coverage limits acceptable to the City. The City reserves the right to amend the insurance requirements for both the Provider and third parties in accordance with reasonable industry practice by the issuance of notice in writing to the Provider. Should Provider be unable or refuse to comply with the City's amended insurance requirements this Agreement shall terminate thirty days after the changed requirements were to take effect.

The policy or policies of insurance required shall be so written that the policy or policies may not be canceled or materially changed without thirty (30) days advance written notice to City. Said notice should be delivered to the City of Miami, Department of Risk Management, 444 SW 2 Avenue, 9th Floor, Miami, FL 33130 with copy to City of Miami, Department of Public Facilities, 444 SW 2 Avenue, 3rd Floor, Miami, FL 33130.

A current Evidence of Insurance and Policy of Insurance evidencing the aforesaid required insurance coverage shall be supplied to the Department of Public Facilities of the City at least (15) fifteen days prior to the commencement of the third party's usage of the Property. The City shall be deemed to have approved the third party insurance if it fails to request any changes within 10 days after the evidence of insurance has been received by the City's Department of Public Facilities. Insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength: the company should be rated "A-" as to management, and no less than class "V" as to financial strength, in accordance with the latest edition of Best's Key Rating Guide, or the company holds a valid Florida Certificate of Authority and is a member of the Florida Guarantee Fund. Receipt of any documentation of insurance by the City or by any of its representatives, which indicates less coverage than required, does not constitute a waiver of the Provider's obligation to require the insurance requirements herein.

Failure to require third parties to procure the insurance required by this section shall constitute a default of this Agreement as provided in Article XXI of this Agreement entitled "Default." The Provider's failure to require third parties to procure insurance shall in no way release the Provider from its obligations and responsibilities as provided herein.

14.3 Damage Or Loss To Provider's Property

Neither party shall be liable for injury or damage which may be sustained by the Property or sustained by goods, wares, merchandise or other property of the Provider, or the Provider's employees, agents, contractors, invitees, and guests or of any other person in or about the Property caused by or resulting from any peril whatsoever which may affect the Property, including, without limitation, fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Property, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Property, or from hurricane or any act of God or any act of negligence of any user of the facilities or occupants of the Property unless caused by the negligence of the City or the Provider, their officers, employees, agents or representatives.

ARTICLE XV
DESTRUCTION OF PROPERTY

15.1 Destruction of Property

Except as provided in Section 15.2, if the Property shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Property shall not be rendered wholly or partially unusable, the City shall promptly cause such damage to be repaired, subject to collection of sufficient insurance proceeds.

If, as a result of Casualty, the Property shall be rendered partially unusable, then, subject to the provisions of the Section 15.2 of this Agreement, the City shall cause such damage to be repaired. In such event, such repairs shall be made at the expense of the City, subject to the Provider's responsibilities set forth herein. The City shall not be liable for interruption to the Provider's business or for damage to or replacement or repair of Provider's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by the Provider under the provisions of this Agreement) or for damage to or replacement or repair of any improvements installed by Provider at the Property. The City shall not be obligated to spend more for the cost of repair than net insurance proceeds recovered with respect to such loss. In this regard, to the extent funds are not available to fully restore the Property to its pre-Casualty condition, the City's repair of the Property may not result in the Property being restored to its condition prior to any such Casualty. In the event the cost to repair the Property is less than the net insurance proceeds received by the City, all excess insurance proceeds shall inure to the City.

15.2 Option to Terminate Due to Casualty

If the Property is (a) rendered wholly unusable, or (b) damaged as a result of any cause which is not covered by the insurance, or (c) insurance proceeds are insufficient to restore the Property to a condition reasonably necessary to carry out the purposes described in this Agreement, or (d) damaged or destroyed in whole or in part during the last three years of the Term, or (e) if the building is damaged to the extent that it cannot be used for Provider's

intended purpose for a period of ninety (90) or more consecutive days, then, either the City or the Provider may elect to terminate this Agreement by giving to the other party notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date specified in such notice.

Upon termination of this Agreement pursuant to this section, the Provider and the City shall be released from any further obligations hereunder, except that such release shall not apply to any sums then accrued or due, or to the Provider's obligations under the Section 25.6 of this Agreement entitled "Surrender of the Property" or to any obligation otherwise surviving the termination of this Agreement. Upon such termination the remaining balance of the Performance Deposit, less any sums the City is entitled to deduct, shall be returned to the Provider.

ARTICLE XVI ASSIGNMENT

16.1 Assignment

Provider shall not, at any time during the term of this Agreement, assign, mortgage, pledge or otherwise encumber this Agreement, or any interest hereunder. The City may assign this agreement upon 180 days notice to Provider.

16.2 Event Of Bankruptcy

Subject to applicable laws, if this Agreement is assigned to any person or entity pursuant to a provision of the United States Bankruptcy Code, as the same may be amended from time to time (hereinafter the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City, and shall not constitute the property of the Provider or the estate of the Provider within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting the City's property under this section not paid or delivered to City shall be held in trust for the benefit of the City and shall be promptly paid or delivered to the City. Any person or entity to which this Agreement is assigned pursuant to the

provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

ARTICLE XVII
OWNERSHIP OF IMPROVEMENTS

17.1 Ownership of Improvements

As of the Commencement Date and throughout the Term, title to the Property, and all buildings, and improvements thereon shall be vested in the City. Furthermore, title to all improvements, and alterations made or purchased in or to the Property during the Term, whether or not by or at the expense of the Provider, shall, unless otherwise provided by written agreement, immediately upon their completion become the property of the City and shall remain and be surrendered with the Property.

Any furniture, furnishing, equipment or other articles of personal property owned by the City and located on the Property, shall be and shall remain the property of the City and may not be removed by it at any time during the Term. If any of the City's property is removed and such removal causes damage to the Property, the Provider shall repair such damage at its sole cost and expense in accordance with the provisions of Section 9.3 hereof.

Any personal property belonging to the Provider and not removed by the Provider at the expiration or earlier termination of the Agreement shall be deemed to have been abandoned by the Provider, and the City may keep or dispose of such property at the Provider's sole cost and expense. The Provider will reimburse the City for any reasonable costs associated with such abandoned property within fifteen (15) days of after receipt of written notice. At the expiration of the Term the Provider shall deliver to the City the keys and combination to all safes, cabinets, vaults, doors and other locks left by the Provider on the Property.

17.2 Equipment

The City owns the equipment detailed in Exhibit "B" attached hereto (the "City's Equipment"). The Provider will be permitted to use the City's Equipment, at no cost, however,

any additional equipment needed by the Provider for the Permitted Use must be provided at the Provider's sole cost and expense. The Provider shall provide a knowledgeable technician to test and operate the City's Equipment. The Provider shall replace or repair, at its sole cost and expense, any of the City's Equipment, fixtures or furnishings lost, stolen, damaged or destroyed due to acts, omissions or negligence of the Provider or its agents or employees.

Provider agrees to take all steps necessary to protect its equipment including obtaining insurance thereon and providing appropriate security for the Property. Provider shall protect and prevent loss or damage to the City's Equipment.

The production and talent costs for any event held by the Provider are the sole responsibility of the Provider.

ARTICLE XVIII

SIGNAGE

18.1 Signs

The Provider shall be permitted to place signs or posters related to the Provider's operation on the areas designated on the exterior and interior of the Property. The Provider shall not permit any signs, advertising materials or other objects to be placed or hung on any portion of the Property or allow any change or modification to the exterior or interior of the Property except with prior written approval of the Director, which may be conditioned or withheld in the City's sole discretion. The Provider must also obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance. Upon the expiration or earlier termination of this Agreement, for any reason, the Provider shall, at its sole cost and expense, remove and dispose of all signs, advertising materials or other objects of Provider located on the Property.

ARTICLE XIX
SPECIAL ASSESSMENTS AND TAXES

19.1 Special Assessments And Taxes

In the event the Property is subject to taxation, charges or assessments and the Provider does not pay same, the City shall have the right to terminate this agreement upon providing fifteen (15) days written notice to the Provider and the Provider shall be liable for the taxes.

ARTICLE XX
NOTICE

20.1 Notice

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

NOTICE TO CITY:

City of Miami
City Manager
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130

WITH COPY TO:

City of Miami
Department of Public Facilities
444 SW 2 Avenue, 3rd Floor
Miami, FL 33130

NOTICE TO PROVIDER:

Olympia Center, Inc.
Herman Echevarria
President
848 Brickell Avenue
Miami, FL 33131

WITH COPY TO:

Olympia Center, Inc.
Ralph G. Patino, Esq.
225 Alcazar Avenue
Coral Gables, Florida 33134

AND

WITH COPY TO:

City of Miami
Office of the City Attorney
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130

ARTICLE XXI

DEFAULT

21.1 Events of Default - Provider.

Each of following events is defined as an Event of Default:

(a) The failure of the Provider to perform any of the covenants, conditions and agreements of this Agreement on the part of the Provider to be performed and the continuance of the failure for a period of fifteen (15) days after written notice (which notice shall specify the nature of the default) from the City to the Provider, unless with respect to any default which cannot be cured within fifteen (15) days, the Provider, in good faith, promptly after receipt of written notice, shall have commenced and continued diligently to reasonably prosecute all action necessary to cure the default and shall have so notified the City in writing;

(b) The filing of an application by the Provider: (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding;

(c) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating the Provider as bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed and in effect for any period of sixty (60) consecutive days, or if this Agreement is taken under a writ of execution; or

(d) The failure of Provider to remit any information, to the City's satisfaction, requested in the Article V of this Agreement entitled "Provider's Covenants".

(e) Failure to require third parties to procure the insurance required by Section 14.2 of this Agreement.

(f) Failure of the Provider to continuously operate as described in Section 2.7 of this Agreement.

In the event this Agreement is assumed by or assigned to a trustee pursuant to the provisions of the US Bankruptcy Code, as the same may be amended from time to time, the trustee shall cure any default under this Agreement and shall provide the City with adequate assurance of future performance of all of the terms and conditions of this Agreement. If the trustee does not cure such default and provide such adequate assurances within the applicable time periods provided by the Bankruptcy Code, then this Agreement shall be deemed rejected automatically and the City shall have the right to immediate possession of the Property and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Agreement.

21.2 City's Remedies in Event of Default

The City may treat any one or more of the Event(s) of Default as a breach of this Agreement, and thereupon at its option, the City shall have, in addition to every other right or remedy existing at law or in equity, the right to do any one or more of the following:

(a) Elect to cancel and terminate this Agreement and dispossess the Provider by giving a ten (10) day notice of such election to the Provider, and reenter the Property. In the event of such termination, the City shall have the right to seek any damages sustained by it by reason of the Provider's actions or inactions and the resulting termination of this Agreement. Upon termination of this Agreement, the Provider shall immediately cease all operations at the Property and surrender the Property in accordance with the provisions contained herein.

(b) Perform, on behalf of and at the expense of the Provider, any obligation of the Provider under this Agreement which the Provider has failed to perform, the cost of which performance by the City, together with interest thereon at the rate of ten percent (10%) from the date of such expenditure, shall be deemed Additional payments and shall be payable by the Provider to the City upon demand.

(c) Exercise any other legal or equitable right or remedy, which it may have under this Agreement, at law or in equity.

Notwithstanding the provisions of clause (b) above and regardless of whether an Event of Default shall have occurred, the City may exercise the remedy described in clause (b) without any notice to the Provider if the City, in the exercise of its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation of the Provider constitutes an emergency.

All of the remedies of the City shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default, or an election of remedies.

21.3 Repeated Defaults

If more than twice during any twelve (12) month period the Provider fails to satisfy or comply with the same or substantially the same material requirements or provisions of this Agreement (except where such repeated default arises from acts of God or results from causes or conditions not attributable, directly or indirectly, to the Provider, its guests, employees, agents or others within the Provider's control), then at the City's election, the Provider shall not have any right to cure such repeated default. In the event of the City's election not to allow the cure of a repeated failure to satisfy or comply, the City shall have all of the rights and remedies provided in this Agreement relative to an Event of Default immediately upon the occurrence of such repeated failure to satisfy or comply.

21.4 Events of Default - City.

Each of following events is defined as an Event of Default:

(a) The failure of the City to perform any of the material covenants, conditions and agreements of this Agreement on the part of the City to be performed and the continuance of the failure for a period of fifteen (15) days after written notice (which notice shall specify the nature of the default) from the Provider to the City, unless with respect to any default which cannot be cured within fifteen (15) days, the City, in good faith, promptly after receipt of written notice, shall have commenced and continued diligently to reasonably prosecute all action necessary to cure the default and shall have so notified the Provider in writing;

(b) The filing of a bankruptcy petition pursuant to Chapter 9, Title 11 of the United States Bankruptcy Code Chapter (11 USC CHAPTER 9 - ADJUSTMENT OF DEBTS OF A MUNICIPALITY).

21.5 Provider's Remedies in Event of Default

The Provider may treat any one or more of the Event(s) of Default as a breach of this Agreement, and thereupon at its option, the Provider shall have, in addition to every other right or remedy existing at law or in equity, the right to do any one or more of the following:

(a) Elect to cancel and terminate this Agreement by giving a ten (10) day notice of such election to the City. In the event of such termination, the Provider shall have the right to seek any damages sustained by it by reason of the City's actions or inactions and the resulting termination of this Agreement. Upon termination of this Agreement, the Provider shall immediately cease all operations at the Property and surrender the Property in accordance with the provisions contained herein.

(b) Exercise any other legal or equitable right or remedy, which it may have under this Agreement, at law or in equity.

All of the remedies of the Provider shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default, or an election of remedies.

21.6 Repeated Defaults

If more than twice during any twelve (12) month period the City fails to satisfy or comply with the same or substantially the same material requirements or provisions of this Agreement (except where such repeated default arises from acts of God or results from causes or conditions not attributable, directly or indirectly, to the City, its guests, employees, agents or others within the City's control), then at the Provider's election, the City shall not have any right to cure such repeated default. In the event of the Provider's election not to allow the cure of a repeated failure to satisfy or comply, the Provider shall have all of the rights and remedies provided in this Agreement relative to an Event of Default immediately upon the occurrence of such repeated failure to satisfy or comply.

ARTICLE XXII
HOLDING OVER

22.1 Holding Over

The Provider shall vacate the Property upon the expiration or earlier termination of this Agreement. The Provider shall reimburse the City for all damages proven to be incurred by the City from any delay by the Provider in vacating the Property. Under no circumstances shall Provider be entitled to hold over without the express written consent of the City. If the Provider remains in possession of all or any part of the Property after the expiration of the Term, with or without the express or implied consent of City, such occupancy shall be from month-to-month only and not a renewal hereof or an extension for any further term, and shall be subject to all conditions, provisions and obligations of this Agreement in effect on the last day of the Term, except that the month-to-month occupancy will be terminable on fifteen (15) days notice given at any time by either party. The provisions of Section 22.2, Per Diem, shall apply throughout such period unless waived in writing.

22.2 Per Diem

In the event that the Provider fails to peacefully surrender the Property at the expiration or earlier termination of this Agreement, then the City shall, in addition to all other remedies, shall be entitled to collect from the Provider, and the Provider shall pay to the City, a per diem fee of One Hundred Dollars (\$100.00) for each day that the Provider remains in the Property in violation of this Agreement (the "Per Diem Fee"). Acceptance of the Per Diem Fee by City shall, in no event, constitute a waiver of the City's rights under this Agreement and shall not prevent the City from pursuing all other remedies to which is entitled including but not limited to the right to seek injunctive relief to eject the Provider from the Property.

ARTICLE XXIII
AFFIRMATIVE ACTION

23.1 Nondiscrimination

The Provider agrees that it will not discriminate against any person based upon race, sex, national origin, or handicap in its performance under this Agreement. It is expressly understood that upon a determination by a court of competent jurisdiction that Provider has engaged in such discrimination, the City shall have the right to immediately terminate this Agreement without penalty to the City.

ARTICLE XXIV
M/WBE PROGRAM

24.1 Minority And Women Business Affairs And Procurement Program

The City of Miami has established a Minority and Women Business Affairs and Procurement Program (the "M/WBE Program") designed to increase the volume of procurement and contracts with Black, Hispanic, and Women-owned businesses. The M/WBE Program is found in Ordinance No. 10062, a copy of which has been delivered to Provider, and receipt of which is hereby acknowledged. Provider understands and agrees that the City shall have the right to terminate and cancel this Agreement, without penalty to the City, and to eliminate Provider from consideration and participation in future contracts if Provider, in the preparation and/or submission of the Proposal, submitted false or misleading information as to its status as a Black, Hispanic and/or Women owned business and/or the quality and/or type of minority or women owned business participation. Provider agrees to provide upon request a sworn statement of compliance with Chapter 18, Article IV of the Code of the City of Miami and to certify that Provider shall not discriminate against any business, employee or applicant for employment because of age, ethnicity, race, creed, color, religion, sex, national origin, handicap or marital status. In the event of Provider's noncompliance with the foregoing the City Manager may suspend, terminate this Agreement, or impose such other sanctions as are appropriate.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

25.1 Ingress And Egress

The Provider shall have the right of complete ingress/egress to the Property.

25.2 Use Rights

Provider acknowledges that the Provider has been retained as a contract manager only, and as such, the Provider shall have no interest in the Property as owner, lessee or otherwise. The City hereby reserves all mineral rights and all land ownership rights. It is expressly understood and agreed that no real or personal property is leased to the Provider, that this is a management agreement and not a lease, that the Provider's right to use the Property shall continue only so long as the Provider shall timely comply with each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions contained herein. The Provider agrees not to represent itself as an agent or associate of the City or any unit thereof. Provider agrees to provide workers' compensation insurance for any employee of Provider rendering services pursuant to this Agreement and to ensure that the employees of its contractors and agents rendering services on the Property provide worker's compensation insurance for their employees.

25.3 City Approval

Whenever prior approvals must be given hereunder by the City Manager or the Director, as applicable, the City Manager or the Director, respectively, shall approve or disapprove any such item in its reasonable discretion unless a different standard is expressly provided in this Agreement with respect to such item.

25.4 Certification

By signing this Agreement Provider certifies that Provider has familiarized itself with Section 18-102 of the Code of the City of Miami, Florida and that neither Provider nor any of its principal owners or personnel have been convicted of an offense that would be cause for

debarment under Section 18-102 of the Code of the City of Miami, Florida or debarred or suspended by any federal, state or other governmental entity.

25.5 Successors And Assigns

This Agreement shall be binding upon the Parties hereto, their heirs, executors, legal representatives, successors and assigns.

25.6 Surrender Of Property

Upon the expiration or earlier termination of this Agreement by lapse of time or otherwise, the Provider shall promptly and peacefully surrender and deliver possession of the Property to the City in accordance with the covenants herein contained.

25.7 Amendments

No amendment or modification of this agreement shall be effective unless in writing and signed by the parties hereto. The City Manager is authorized to amend or modify this agreement on behalf of the City subject to approval of the City Commission.

25.8 Construction Of Agreement

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

25.9 Waiver Of Jury Trial

The Parties hereby knowingly, irrevocable, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding, claim or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the Parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and the Provider entering into the subject transaction.

25.10 Severability

If any provision of the Agreement, or the application thereof, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

25.11 Waiver

No waiver of any provision of this Agreement shall be deemed to have been made unless such waiver is in writing and signed by the parties to this Agreement. The acceptance of additional payments by the City, with knowledge of any breach of this Agreement by the Provider or of any default on the part of the Provider in the observance or performance of any of the conditions, agreements or covenants of this Agreement, shall not be deemed to be a waiver of any provision of this Agreement. The failure of either party to insist upon the strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions but the same shall continue and remain in full force and effect.

25.12 Captions

The captions contained in this Agreement are inserted only as a matter of convenience and for reference and do not define, limit or prescribe the scope of this Agreement or the intent of any provisions thereof.

25.13 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 your county public health unit.

25.14 No Recordation

The Provider shall not record this Agreement without the prior written consent of the City. However, the City Manager may require that this Agreement be recorded or a “Short Form” memorandum of this Agreement be executed by both Parties and recorded.

25.15 Cancellation by Request of Either of the Parties Without Cause.

Either party may cancel this Agreement at any time, without cause or reason, by giving one hundred eighty (180) days written notice to the non-canceling party prior to the effective date of the cancellation. Upon the effective date of such cancellation, the parties shall be relieved from any further obligations under this Agreement except for those specifically stated to survive the expiration or termination of this Agreement.

25.16 Joint Preparation

This Agreement is the result of negotiations between the Parties and has been typed/printed by one party for the convenience of both Parties. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

25.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

25.18 Binding Effect

This Agreement shall not be binding on the Provider until such time as the City Commission approves this Agreement.

25.19 Entire Agreement

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their respective, duly authorized, officials, the day and year above written.

ATTEST:

By: Priscilla A. Thompson
Priscilla A. Thompson
City Clerk
5-24-11

THE CITY OF MIAMI, a municipal corporation of the State of Florida

By: Tony E. Crapp, Jr.
Tony E. Crapp, Jr.
City Manager

APPROVED AS TO FORM AND CORRECTNESS

By: Julie O. Bru
Julie O. Bru
City Attorney
#10-1985

APPROVED AS TO INSURANCE REQUIREMENTS

By: Gary Reshefsky
Gary Reshefsky, Director
Risk Management

ATTEST:

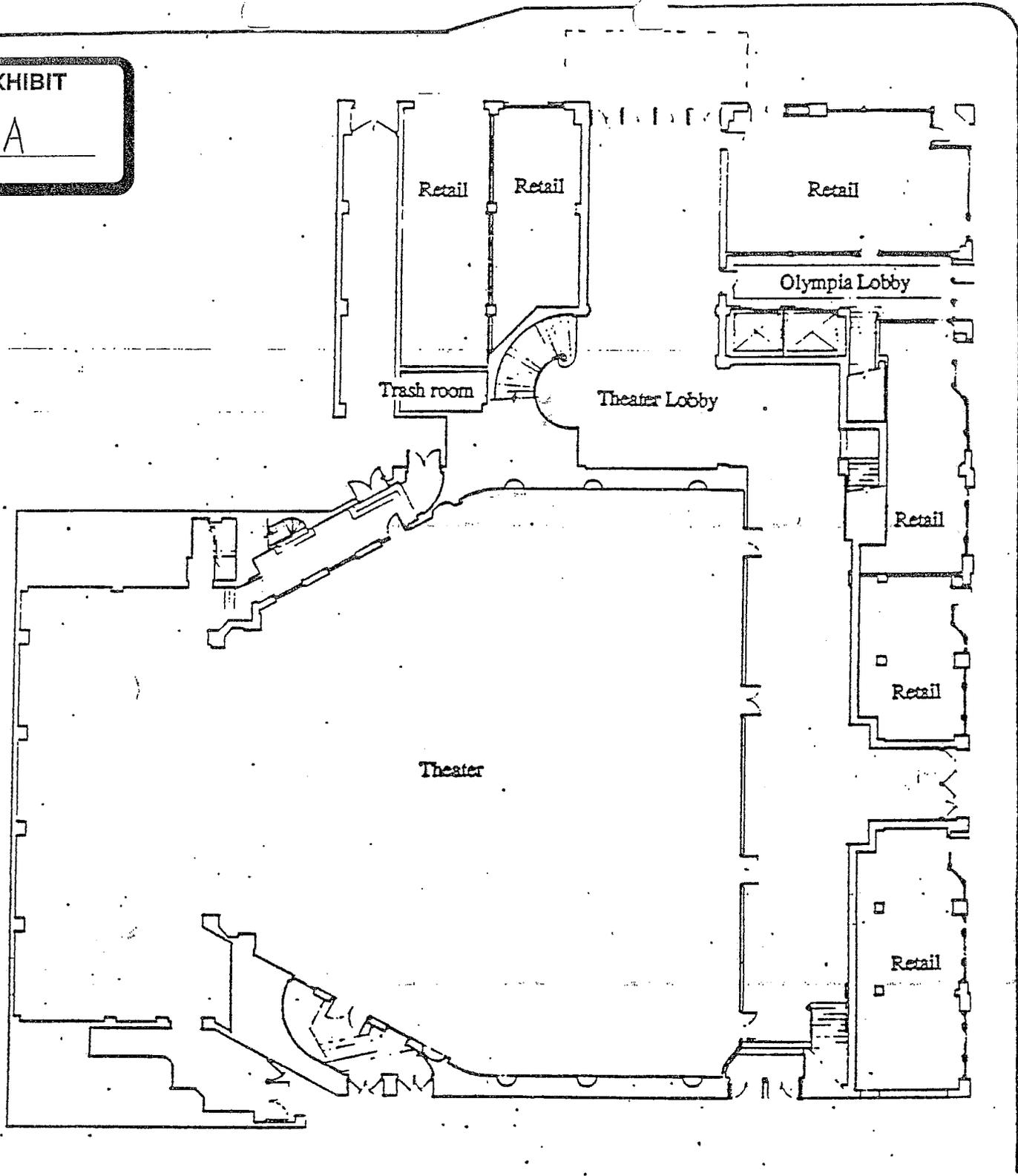
By: Carlos Trueba
Carlos Trueba, Treasurer

OLYMPIA CENTER, INC.,
A Florida Not-for-Profit Corporation

By: Herman Echevarria
Herman Echevarria, President

By: Ralph G. Patino
Ralph G. Patino, Vice President

EXHIBIT
A



NE 2nd Ave.

OLYMPIA BUILDING ADAPTIVE REUSE REHABILITATION
URBANIZA, INC. FOR THE CORNERSTONE GROUP MARCH 1994

PROPOSED
GROUND FLOOR

| Location | GL Org | Minor | Asset Number | Description | |
|---------------|----------------------|-----------------------|-------------------------|--------------------------|--------------------------|
| Gusman Center | PF-Director's Office | Appliance Equipment | 51798 | REFRIGERATOR/RES 6Y-39 | |
| | | | 51799 | REFRIGERATOR/RES 6Y-39 | |
| | | | 51800 | REFRIGERATOR/ROE-7Y48 | |
| | | | 51820 | SEARS ROEBUCK | |
| | | Audiovisual Equipment | 51639 | TVP | |
| | | | 51640 | TVP | |
| | | | 51641 | INACOMP | |
| | | | 51643 | TVP | |
| | | | 51722 | TVP | |
| | | | 51723 | HARRIS AUDIO SYSTEMS | |
| | | | 51724 | TVP | |
| | | | 51725 | RAPCO CABLE & LIGHTING | |
| | | | 51726 | ATLAS ELECT SUPPLY | |
| | | | 51727 | ELEC IMPROV IATSE | |
| | | | 51728 | WOLF SOUND | |
| | | | 51729 | ACE MUSIC | |
| | | | 51730 | ACE MUSIC | |
| | | | 51731 | GRAYBAR | |
| | | | 51732 | SOUND STAGE | |
| | | | 51733 | C.JULSON INSTALL SOUND | |
| | | | 51734 | J.HARRY INSTALL SOUND | |
| | | | 51735 | M.LA FORTE INSTALL SOUND | |
| | | | 51736 | ACE MUSIC CENTER | |
| | | | 51737 | ACE MUSIC CENTER | |
| | | | 51738 | IATSE LOCAL 545 | |
| | | | 51739 | GRANT \$400,000 | |
| | | | 51740 | PAPCO | |
| | | | 51741 | HARRIS AUDIO | |
| | | | 51847 | INTL CINEMA EQUIPMENT | |
| | | | 51848 | INTL CINEMA | |
| | | | 51855 | AUDIO VISUAL PROF. INC. | |
| | | | Business Machines | 51797 | CINCINNATI TIME RECORDER |
| | | | | 51826 | ACCURATE BUSINESS MACH |
| | | | | 51835 | COPIER (SAVIN) |
| | | | | 51844 | IBM WHEELWRITER 3 |
| | | | | 51845 | IBM WHEELWRITER 3 |
| | | | Communication Equipment | 51612 | GRAY COMMUNICATIONS |
| | | 51642 | | GRAY COMMUNICATIONS | |
| | | 51794 | | CAMERON SOUND INTERCOM S | |
| | | 51795 | | INTERCOM SYS "AIRPHONE" | |
| | | Computer Equipment | 51629 | INTERNATIONAL COMPUTER | |
| | | | 51630 | INTERNATIONAL COMPUTER | |
| | | | 51656 | GLOBAL COMPUTER SUPPLIES | |
| | | | 51758 | Printer for Gusman | |

| | |
|-------|------------------------------|
| 51759 | Computer and Software Grant |
| 51760 | Laptop for Gusman Director |
| 51761 | Computer EQUIPMENT |
| 51860 | IBM PRINTER |
| 51862 | Dell P III 866 GX200 |
| 51863 | Dell P III 866 GX200 |
| 51864 | Dell PIII 866 GX200 |
| 51868 | 3Computers through countyGra |
| 51584 | HANLON PLUMBING |
| 51586 | KENNY DRAPERY |
| 51587 | PIONEER METALS |
| 51588 | MAINTENANCE |
| 51589 | MIAMI STAGECRAFT |
| 51598 | JULSON-AUDIO MAINT. |
| 51599 | MYRIAD |
| 51600 | STEIN PAINT |
| 51602 | PAINTING |
| 51603 | PIONEER METALS |
| 51604 | MAINTENANCE |
| 51605 | R.V. MARTIN |
| 51606 | R.V. MARTIN |
| 51607 | R.V. MARTIN |
| 51608 | SANCHEZ-ROIG |
| 51609 | JULSON |
| 51610 | HANLON PLUMBING |
| 51611 | DALTON |
| 51613 | ILLINGER |
| 51614 | PIONEER METALS |
| 51615 | MAINTENANCE |
| 51616 | R.V. MARTIN |
| 51617 | ATLANTIC COLOR CENTER |
| 51618 | R.V. MARTIN |
| 51619 | HANLON PLUMBING |
| 51620 | HANLON PLUMBING |
| 51621 | WENGER CORP |
| 51622 | HANLON PLUMBING |
| 51623 | ADM. SVC.-G&O |
| 51624 | MAINTENANCE |
| 51625 | HESCO SALES INC. |
| 51626 | MIAMI STAGECRAFT |
| 51627 | NEW WORLD CENTER |
| 51628 | IATSE |
| 51631 | HANLON PLUMBING |
| 51632 | HANLON PLUMBING |
| 51633 | HANLON PLUMBING |
| 51634 | HANLON PLUMBING |
| 51635 | HANLON PLUMBING |

Fixtures & Accessories

| | |
|-------|------------------------|
| 51636 | ATLAS ELECTRIC-LAMPS |
| 51637 | MIAMI STAGECRAFT |
| 51638 | MAINTENANCE |
| 51644 | MARK QUINLIVAN |
| 51645 | DOSP-ADM. SVC. CHARGE |
| 51646 | HANLON PLUBING |
| 51647 | HANLON PLUMBING |
| 51648 | DELCONTE |
| 51649 | S. ALLEN |
| 51650 | IATSE |
| 51651 | MAINTENANCE |
| 51657 | DOSP-ADM (APRIL-JUNE) |
| 51658 | JEFF CERWINSKE |
| 51659 | GUZOWSKI & STEPPE |
| 51660 | INACOMP |
| 51661 | IATSE |
| 51662 | IATSE |
| 51663 | RAPCO CABLE & LIGHTING |
| 51664 | ATLAS ELECTRIC |
| 51665 | FLORIDA WIRE |
| 51666 | IATSE |
| 51667 | JULSON |
| 51668 | J. HARRY |
| 51669 | R.V. MARTIN |
| 51670 | IATSE |
| 51671 | JULSON |
| 51672 | HARRY |
| 51673 | IATSE |
| 51674 | STEIN PAINT CO. |
| 51675 | A&B PIPE & SUPPLY |
| 51676 | WALDER ELECTRONIC |
| 51677 | GRAYBAR ELECTRIC |
| 51678 | HARRY RICH |
| 51679 | ATLAS ELECTRIC |
| 51680 | STAGE EQUIP & LIGHT |
| 51681 | IATSE |
| 51682 | IATSE |
| 51683 | JULSON |
| 51684 | JULSON |
| 51685 | JULSON |
| 51686 | HARRY |
| 51687 | HARRY |
| 51688 | HARRY |
| 51689 | GRAYBAR |
| 51690 | JULSON |
| 51691 | HARRY |
| 51692 | IATSE |

| | |
|-------|------------------------------|
| 51693 | MIAMI STAGECRAFT |
| 51694 | RV MARTIN |
| 51695 | RV MARTIN |
| 51696 | JULSON |
| 51697 | IATSE |
| 51698 | HARRY |
| 51699 | FEDERAL EXPRESS |
| 51700 | ATLAS AMERICAN |
| 51701 | ATLAS AMERICAN |
| 51702 | MIAMI STAGECRAFT |
| 51703 | T. O'NEILL |
| 51704 | K. ILLINGER |
| 51705 | K. ILLINGER |
| 51706 | D. MCDOUGALL |
| 51707 | T. FURMAN |
| 51708 | S. EDINGER |
| 51709 | S. EDINGER |
| 51710 | IATSE |
| 51711 | IATSE |
| 51712 | C. JULSON |
| 51713 | C. JULSON |
| 51714 | J. HARRY |
| 51715 | J. HARRY |
| 51716 | ACE MUSIC |
| 51717 | VAN DYKE SIGN CO. |
| 51718 | IATSE LOCAL 545 |
| 51719 | HARRIS MODEL 6130 COPIER |
| 51720 | LINEAR & DIGITAL SYSTEMS |
| 51721 | CHRIS JULSON |
| 51742 | ATLAS |
| 51743 | ATLAS |
| 51744 | WENGER CORP |
| 51745 | LIGHT FIXTURES & BULBS |
| 51746 | ALTMAN ELLIPSOIDAL LAMP |
| 51747 | ALTMAN SKYCYC LAMP/FRAME |
| 51748 | COMMANDO CURTAINS 4'X28' |
| 51749 | PRAGER-DEMERITT/RUGS |
| 51750 | STODDARD OFFICE SUPPLY |
| 51751 | OLD DOMINION FREIGHT INC |
| 51752 | ACOLITE SIGN CO |
| 51753 | WIRELESS MICROPHONES INC. |
| 51754 | 100watt pa amplifier |
| 51755 | Grant Mechanical |
| 51756 | Grant Mechanical |
| 51757 | Grant for Gusman Office Soft |
| 51762 | CARPET (HARRY RICH) |
| 51763 | 7 PANELS |

| | |
|-------|--------------------------|
| 51764 | INSTALLATION OF CARPERT |
| 51765 | HARRYRICH-RUG NEW OFFICE |
| 51766 | A. PUENTES-RM FOR PIANO |
| 51767 | BEAU SIEGEL - ARTS |
| 51768 | KENNEY DRAPERY--CURTAIN |
| 51769 | DENNIS ALLEN |
| 51770 | LONG'S OFFICE SUPPLY |
| 51773 | VENETIAN BLINDS |
| 51774 | EXECUTIVE DESK/WALNUT |
| 51775 | CREDENZA - WALNUT |
| 51776 | CONFERENCE CHAIR/BRN/CH |
| 51777 | CONFERENCE CHAIR/BRN/CH |
| 51778 | CONFERENCE CHAIR/BRN/CH |
| 51779 | CONFERENCE CHAIR/BRN/CH |
| 51780 | CONFERENCE CHAIR/BRN/CH |
| 51781 | CONFERENCE CHAIR/BRN/CH |
| 51782 | CONFERENCE CHAIR/BRN/CH |
| 51783 | CONFERENCE CHAIR/BRN/CH |
| 51784 | CONFERENCE CHAIR/BRN/CH |
| 51785 | CONFERENCE CHAIR/BRN/CH |
| 51786 | CONFERENCE CHAIR/BRN/CH |
| 51787 | CONFERENCE CHAIR/BRN/CH |
| 51788 | CONFERENCE CHAIR/BRN/CH |
| 51789 | CONFERENCE CHAIR/BRN/CH |
| 51790 | CONFERENCE TABLE |
| 51791 | HI BACK SWIVEL CHAIR |
| 51792 | COLD SPOT AIR CONDITION |
| 51793 | COLD SPOT AIR CONDITION |
| 51796 | FILE CABINET |
| 51837 | AJUSTO EQUIPMENT |
| 51839 | LIGHTING DIMMER BOARD |
| 51841 | MIAMI STAGECRAFT INC |
| 51842 | CONTROL BOARD |
| 51846 | FILES FIXED FRONT LEGAL |
| 51849 | INST. EMERGENCY LIGHTS |
| 51850 | IATSE LOCAL 545-REBECCA |
| 51851 | SIMS BALDWIN - PIANO |
| 51852 | REBECCA SANCHEZ-INST. |
| 51853 | MIAMI STAGECRAFT |
| 51854 | STAGE EQUIP |
| 51856 | MIAMI STAGECRAFT, INC. |
| 51857 | FOSTER ELECTRIC CO. INC. |
| 51858 | MIAMI STAGECRAFT- |
| 51859 | MIAMI STAGECRAFT |
| 51861 | GUZOWSKI&STEPPE |
| 51585 | GRID-HUMIDIFIER |
| 51590 | ATLAS ELECTRIC |

Heat, Ventin & A/C Equip

| | |
|-------|--------------------------|
| 51591 | GRAYBAR ELECTRIC |
| 51592 | ADM. SVCS. |
| 51593 | GRAYBAR |
| 51594 | ATLAS ELECT. SUPPLIES |
| 51595 | MYRIAD |
| 51596 | WALDEN ELECT. |
| 51597 | MCGUINESS-ELECT. |
| 51601 | ATLAS ELECT. SUPPLY |
| 51652 | BISCAYNE AIR COND. |
| 51653 | BISCAYNE AIR COND. |
| 51654 | BISCAYNE AIR COND. |
| 51655 | BISCAYNE AIR COND. |
| 51771 | SEAR-A/C WINDOW UNITS |
| 51772 | SEARS-A/C WINDOW UNITS |
| 51802 | COLDSPOT AIR CONDITIONER |
| 51803 | COLDSPOT AIR CONDITIONER |
| 51804 | COLDSPOT AIR CONDITIONER |
| 51805 | COLDSPOT AIR CONDITIONER |
| 51806 | COLDSPOT AIR CONDITIONER |
| 51807 | COLDSPOT AIRCONDITIONER |
| 51808 | COLDSPOT AIRCONDITIONER |
| 51809 | COLDSPOT AIRCONDITIONER |
| 51810 | CODLSPOT AIRCONDITIONER |
| 51811 | COLDSPOT AIRCONDITIONER |
| 51812 | COLDSPOT AIRCONDITIONER |
| 51813 | COLDSPOT AIRCONDITIONER |
| 51814 | COLDSPOT AIRCONDITIONER |
| 51815 | AIR CONDITIONER |
| 51818 | AIR CONDITIONER |
| 51819 | AIR CONDITIONER |
| 51823 | RUDD AIR COND |
| 51824 | INST OF NEW AIR COND |
| 51825 | AIR CONDITIONER |
| 51827 | EMERSON AIR COND |
| 51831 | AIR CONDITIONER |
| 51832 | BISCAYNE AIR-9TH FLOOR |
| 51833 | BISCAYNE AIR-10TH FLOOR |
| 51834 | AIR CONDITIONER |
| 51838 | DEHUMIDIFIER |
| 51840 | THERMOSTAT |
| 51801 | FIRE PUMP & STARTERS |
| 51816 | TILT TRUCK,RUBBER WHEELS |
| 51821 | NEW FIRE PUMP |
| 51822 | ADDTL COSTS NEW FIRE |
| 51828 | DRY VAC CLEANER |
| 51829 | WET/DRY VAC CLEANER |
| 51830 | FLOOR MACHINE |

Machinery & Tools

| | | |
|-----------------|-------|--------------------------|
| Other Equipment | 51836 | VACUUM CLEANER |
| | 51817 | 1 COUNTERFEIT DETECTOR |
| | 51843 | NATIONAL CHEMICAL |
| | 51865 | popcorn, hot dog broiler |
| | 51866 | Gusman Popcorn |
| | 51867 | Gusman Popcorn machine |

| Date Placed In Service | Tag Number | Serial Number | Model Number | Total | Comments/Status |
|---------------------------|---------------|------------------|-----------------|-----------|-----------------|
| 1-Aug-78 | blank | blank | blank | 578.33 | fully depr |
| 1-Aug-78 | blank | blank | blank | 578.33 | fully depr |
| 1-Jun-78 | blank | blank | blank | 763.50 | fully depr |
| 1-Feb-84 | blank | blank | blank | 572.00 | fully depr |
| 1-Mar-87 | blank | blank | blank | 3,950.00 | fully depr |
| 1-Apr-87 | blank | blank | blank | 3,784.30 | fully depr |
| 1-Mar-87 | blank | blank | blank | 599.00 | fully depr |
| 1-Mar-87 | blank | blank | blank | 6,350.00 | fully depr |
| 1-Feb-88 | blank | blank | blank | 4,293.55 | fully depr |
| 1-Mar-88 | blank | blank | blank | 34,418.00 | fully depr |
| 1-Mar-88 | blank | blank | blank | 705.00 | fully depr |
| 1-Mar-88 | blank | blank | blank | 3,361.61 | fully depr |
| 1-Jan-88 | blank | blank | blank | 1,398.33 | fully depr |
| 1-Dec-88 | blank | blank | blank | 1,102.40 | fully depr |
| 1-Mar-88 | blank | blank | blank | 7,735.00 | fully depr |
| 1-Mar-88 | blank | blank | blank | 539.80 | fully depr |
| 1-Mar-88 | blank | blank | blank | 3,957.00 | fully depr |
| 1-Mar-88 | blank | blank | blank | 75.00 | fully depr |
| 1-Mar-88 | blank | blank | blank | 9,030.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 685.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 355.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 60.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 480.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 2,964.00 | fully depr |
| 1-Apr-88 | blank | blank | blank | 66.00 | fully depr |
| 1-Jun-88 | blank | blank | blank | 15,000.00 | fully depr |
| 1-Aug-88 | blank | blank | blank | 265.08 | fully depr |
| 1-Sep-88 | blank | blank | blank | 3,302.00 | fully depr |
| 1-Jul-85 | blank | blank | blank | 3,999.00 | fully depr |
| 1-Jul-85 | blank | blank | blank | 4,600.00 | fully depr |
| 1-Feb-86 | blank | blank | blank | 325.00 | fully depr |
| 1-Mar-78 | blank | blank | blank | 240.00 | fully depr |
| 1-Sep-82 | blank | blank | blank | 99.00 | fully depr |
| 1-Feb-84 | blank | blank | blank | 1,075.00 | fully depr |
| 1-May-85 | blank | blank | blank | 628.85 | fully depr |
| 1-May-85 | blank | blank | blank | 628.85 | fully depr |
| 1-Nov-86 | | | | 790.00 | |
| 1-Apr-87 | | | | 1,630.00 | |
| 1-Jun-77 | | | | 1,368.72 | |
| 1-Jan-78 | | | | 280.82 | |
| 1-Feb-87 | | | | 2,423.66 | |
| 1-Feb-87 | | | | 1,650.00 | |
| 1-Jun-87 | | | | 163.12 | |
| 1-Jun-03 | | | | 635.42 | |

| | | | |
|----------|--|--|-----------|
| 1-Jul-03 | | | 1,285.00 |
| 1-Jul-03 | | | 1,944.00 |
| 1-Aug-03 | | | 2,134.00 |
| 1-Feb-89 | | | 1,633.00 |
| 1-Sep-01 | | | 1,398.00 |
| 1-Sep-01 | | | 1,398.00 |
| 1-Sep-01 | | | 1,398.00 |
| 1-Oct-05 | | | 5,727.03 |
| 1-Aug-86 | | | 320.00 |
| 1-Aug-86 | | | 8,770.00 |
| 1-Oct-86 | | | 158.85 |
| 1-Oct-86 | | | 3,664.00 |
| 1-Oct-86 | | | 3,651.80 |
| 1-Sep-86 | | | 384.00 |
| 1-Sep-86 | | | 7,000.00 |
| 1-Sep-86 | | | 819.11 |
| 1-Oct-86 | | | 2,866.00 |
| 1-Oct-86 | | | 2,895.00 |
| 1-Oct-86 | | | 2,679.00 |
| 1-Oct-86 | | | 698.26 |
| 1-Oct-86 | | | 89.79 |
| 1-Oct-86 | | | 91.27 |
| 1-Nov-86 | | | 176.00 |
| 1-Nov-86 | | | 176.00 |
| 1-Nov-86 | | | 1,960.00 |
| 1-Nov-86 | | | 80.00 |
| 1-Nov-86 | | | 80.00 |
| 1-Dec-86 | | | 249.63 |
| 1-Dec-86 | | | 382.50 |
| 1-Dec-86 | | | 324.00 |
| 1-Nov-86 | | | 358.52 |
| 1-Dec-86 | | | 752.90 |
| 1-Dec-86 | | | 1,291.75 |
| 1-Nov-86 | | | 2,870.00 |
| 1-Nov-86 | | | 9,513.00 |
| 1-Jan-87 | | | 387.50 |
| 1-Jan-87 | | | 8,750.00 |
| 1-Jan-87 | | | 961.00 |
| 1-Jan-87 | | | 1,101.60 |
| 1-Jan-87 | | | 14,814.00 |
| 1-Dec-86 | | | 5,000.00 |
| 1-Jan-87 | | | 72.75 |
| 1-Feb-87 | | | 585.25 |
| 1-Mar-87 | | | 223.65 |
| 1-Mar-87 | | | 127.50 |
| 1-Mar-87 | | | 210.00 |
| 1-Mar-87 | | | 396.38 |

| | | | |
|----------|--|--|----------|
| 1-Feb-87 | | | 520.79 |
| 1-Mar-87 | | | 1,146.52 |
| 1-Mar-87 | | | 1,035.00 |
| 1-May-87 | | | 6,000.00 |
| 1-May-87 | | | 8,750.00 |
| 1-May-87 | | | 674.66 |
| 1-May-87 | | | 119.57 |
| 1-May-87 | | | 174.04 |
| 1-May-87 | | | 306.36 |
| 1-May-87 | | | 500.85 |
| 1-May-87 | | | 3,339.00 |
| 1-Jul-87 | | | 8,750.00 |
| 1-Jul-87 | | | 250.00 |
| 1-Jul-87 | | | 1,100.00 |
| 1-Jul-87 | | | 2,695.00 |
| 1-Jul-87 | | | 7.80 |
| 1-Jul-87 | | | 12.00 |
| 1-Aug-87 | | | 623.97 |
| 1-May-99 | | | 838.80 |
| 1-Aug-87 | | | 7,037.00 |
| 1-Aug-87 | | | 12.60 |
| 1-Aug-87 | | | 460.00 |
| 1-Aug-87 | | | 420.00 |
| 1-Aug-87 | | | 895.06 |
| 1-Aug-87 | | | 20.40 |
| 1-Aug-87 | | | 365.00 |
| 1-Aug-87 | | | 400.00 |
| 1-Aug-87 | | | 45.90 |
| 1-Aug-87 | | | 208.54 |
| 1-Aug-87 | | | 440.60 |
| 1-Aug-87 | | | 31.96 |
| 1-Aug-87 | | | 121.00 |
| 1-Aug-87 | | | 525.00 |
| 1-Aug-87 | | | 379.46 |
| 1-Aug-87 | | | 5,749.00 |
| 1-Sep-87 | | | 16.80 |
| 1-Sep-87 | | | 28.20 |
| 1-Sep-87 | | | 40.00 |
| 1-Sep-87 | | | 540.00 |
| 1-Sep-87 | | | 240.00 |
| 1-Sep-87 | | | 460.00 |
| 1-Sep-87 | | | 240.00 |
| 1-Sep-87 | | | 230.00 |
| 1-Oct-87 | | | 176.00 |
| 1-Oct-87 | | | 40.00 |
| 1-Oct-87 | | | 110.00 |
| 1-Oct-87 | | | 24.30 |

| | | | |
|-----------|--|--|----------|
| 1-Oct-87 | | | 6,854.30 |
| 1-Oct-87 | | | 14.36 |
| 1-Oct-87 | | | 72.06 |
| 1-Oct-87 | | | 230.00 |
| 1-Oct-87 | | | 9.00 |
| 1-Oct-87 | | | 175.00 |
| 1-Oct-87 | | | 41.75 |
| 1-Oct-87 | | | 137.80 |
| 1-Oct-87 | | | 110.24 |
| 1-Oct-87 | | | 1,094.25 |
| 1-Nov-87 | | | 40.00 |
| 1-Nov-87 | | | 40.00 |
| 1-Nov-87 | | | 160.00 |
| 1-Nov-87 | | | 40.00 |
| 1-Nov-87 | | | 71.70 |
| 1-Nov-87 | | | 33.60 |
| 1-Nov-87 | | | 230.00 |
| 1-Nov-87 | | | 80.00 |
| 1-Nov-87 | | | 475.00 |
| 1-Nov-87 | | | 210.00 |
| 1-Nov-87 | | | 612.00 |
| 1-Nov-87 | | | 191.36 |
| 1-Apr-88 | | | 60.00 |
| 31-Jan-89 | | | 5,890.00 |
| 1-Feb-88 | | | 631.90 |
| 1-Feb-88 | | | 191.00 |
| 1-Sep-88 | | | 34.75 |
| 1-Sep-88 | | | 92.49 |
| 1-Sep-88 | | | 1,028.80 |
| 31-Oct-88 | | | 511.72 |
| 31-Oct-88 | | | 2,280.00 |
| 31-Oct-88 | | | 3,178.00 |
| 31-Oct-88 | | | 280.00 |
| 1-Dec-88 | | | 9,300.00 |
| 1-Feb-90 | | | 3,416.00 |
| 1-Mar-90 | | | 35.85 |
| 1-Mar-90 | | | 804.40 |
| 1-Jun-95 | | | 1,000.00 |
| 1-Mar-99 | | | 249.99 |
| 1-Oct-02 | | | 131.89 |
| 1-Dec-02 | | | 10.52 |
| 1-Jun-03 | | | 495.00 |
| 1-Apr-83 | | | 842.00 |
| 1-Sep-83 | | | 1,040.00 |

| | | | |
|-----------|--|--|----------|
| 1-Oct-86 | | | 343.86 |
| 1-Oct-86 | | | 8,750.00 |
| 1-Oct-86 | | | 245.40 |
| 1-Oct-86 | | | 25.48 |
| 1-Sep-86 | | | 7,000.00 |
| 1-Sep-86 | | | 759.00 |
| 1-Sep-86 | | | 256.00 |
| 1-Sep-86 | | | 1,256.89 |
| 1-Jun-87 | | | 1,648.97 |
| 1-Jun-87 | | | 1,101.68 |
| 1-Jun-87 | | | 766.61 |
| 1-Jun-87 | | | 423.86 |
| 1-Apr-89 | | | 398.00 |
| 1-Apr-89 | | | 398.00 |
| 1-Jan-79 | | | 360.00 |
| 1-Apr-79 | | | 313.00 |
| 1-May-79 | | | 313.00 |
| 1-May-79 | | | 363.00 |
| 1-Aug-79 | | | 313.00 |
| 1-Jan-80 | | | 337.00 |
| 1-Apr-80 | | | 292.00 |
| 1-May-80 | | | 382.00 |
| 1-Jul-80 | | | 308.00 |
| 1-Sep-80 | | | 390.00 |
| 1-Sep-80 | | | 411.00 |
| 1-Sep-81 | | | 334.00 |
| 1-Oct-81 | | | 399.00 |
| 1-Oct-82 | | | 269.00 |
| 1-Dec-82 | | | 453.00 |
| 1-Oct-83 | | | 168.00 |
| 1-Jun-84 | | | 2,926.00 |
| 1-Jun-84 | | | 1,410.00 |
| 1-Jul-82 | | | 322.50 |
| 1-Aug-84 | | | 575.00 |
| 11-Jul-85 | | | 429.99 |
| 1-Jun-86 | | | 2,065.74 |
| 1-Jun-86 | | | 1,888.97 |
| 1-Oct-83 | | | 580.96 |
| 1-Aug-84 | | | 267.90 |
| 31-Dec-84 | | | 2,250.00 |
| 1-Dec-78 | | | 4,500.00 |
| 1-Nov-82 | | | 402.30 |
| 1-Apr-84 | | | 6,058.50 |
| 1-Jun-84 | | | 1,549.85 |
| 1-Nov-84 | | | 153.85 |
| 1-Nov-84 | | | 759.00 |
| 31-Oct-84 | | | 699.20 |

| | | | | |
|----------|--|--|--|----------|
| 1-Mar-84 | | | | 115.59 |
| 1-Nov-82 | | | | 105.00 |
| 1-Apr-85 | | | | 360.00 |
| 1-Mar-02 | | | | 4,450.00 |
| 1-Feb-05 | | | | 733.50 |
| 1-Feb-05 | | | | 733.50 |

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI
AND
OLYMPIA CENTER, INC.**

WHEREAS, the City of Miami, a municipal corporation of the State of Florida (“City”) and Olympia Center, Inc., a not-for-profit 501(c)(3) exempt Florida corporation (“Provider”) (hereinafter collectively referred to as the “Parties”), have come together to collaborate in the funding and completion of the repairs and improvements listed herein of the property located at 174 East Flagler Street, Miami, Florida, 33131 a/k/a Gusman Center for the Performing Arts Theatre (the “Property”).

WHEREAS, this Memorandum of Understanding is incorporated as an Exhibit to that certain Management Agreement between the Parties executed of even date herewith; and

WHEREAS, the Parties have been made aware of the structural and financial status of the Property and have agreed to utilize their best efforts to obtain funding, either individually or collaboratively, for the repairs and improvements set forth below; and

WHEREAS, the City has committed to using its best efforts to allocate approximately Three Hundred Ninety Thousand Dollars (\$390,000) of the City’s Limited Ad Valorem Tax Bonds (Homeland Defense/Neighborhood Capital Improvement Projects) (hereinafter “Bond Funds”) towards the most pressing repairs needed at the Property; and

WHEREAS, the table below delineates the existing emergency and urgent repairs of the Property, along with an estimated cost of the repairs and any funding already secured for such repairs;

| GUSMAN THEATRE EMERGENCY & URGENT REPAIRS | | <u>FUNDING SECURED</u> | <u>Updated 01/25/2011 EST. FUNDING NEEDED</u> |
|---|--|----------------------------|---|
| <u>GUSMAN FAÇADE</u> | *See Engineering Report Terra Cotta Tile Repair/Replacement Brick Anchorage, Repointing & Crack Repair Structural Repairs Waterproof Coating | | |
| <u>TOTAL</u> | | | 3,000,000 |
| <u>GUSMAN WINDOWS</u> | Window Restoration/Replacement Sealants | | |
| <u>TOTAL</u> | | | 1,825,000 |
| <u>WATERPROOFING, WATER INTRUSION REPAIRS AND MISC. STRUCTURAL REPAIRS</u> | | | |
| | **CAP 08/09 North and West Wall Repair & Waterproofing | 40,000 | 40,000 |
| | ***CAP 10/11 Fire Escape Repair & Structural Repairs | 22,931 | 42,069 |

| | | |
|---|--|----------------|
| Remaining Water remediation North/West Exterior repairs | | 250,367 |
| MISC. Roof Repairs, Drainage Improvements etc. | | 100,000 |
| Drainage Improvements & Repaving of Alley | | 100,000 |
| Basement Drainage Improvements (New Sump Pit & Pumps) | | 35,000 |
| Outdoor Duct and Parapet Sealing | | 25,000 |
| Repair Projection Room Walls Due to Water Intrusion | | 15,000 |
| Replace Cracked Floor Slab at Fire Pump Room | | 20,000 |
| Seal Attic HVAC Ductwork | | 25,000 |
| Repair Water Damage to Decorative Plaster Balcony Beams | | 50,000 |
| <u>SUBTOTAL</u> | | 702,436 |

EXISTING

EMERGENCIES

| | | |
|---------------------------------------|--------|----------------|
| ****CAP 09/10 Emergency Egress | 39,000 | 51,907 |
| REPLACE DETERIORATED FIRE PUMP VALVES | | 90,000 |
| *****MISC REPAIRS URGENT | | 32,576 |
| <u>SUBTOTAL</u> | | 174,483 |

A/E FEES & EXPENSES ESTIMATED @ 10%

| | | |
|---------------------------------------|-------------------|---------------------|
| TOTAL GUSMAN EMERGENCY REPAIRS | 101,931.00 | 6,272,110.90 |
| <i>OLYMPIA FAÇADE</i> | | 2,997,250 |

UPCOMING URGENT GUSMAN NEEDS

| | | |
|---|--|------------------|
| Necessary upgrades and improvements to equipment and the building | | 308,238 |
| Repair Dressing rooms | | 26,000 |
| Carpet Cleaning | | 10,000 |
| Replace (3) Marquee Message Boards & Add (1) New Message Board above Entrance Doors | | 200,000 |
| Rewire F.O.H. Electrical & Misc. Lighting Replacement | | 500,000 |
| Box Office Repairs | | 75,000 |
| Replace Stage Lighting Dimmers | | 850,000 |
| Remodel Dressing Rooms | | 700,000 |
| Repair Second Ave Marquee | | 100,000 |
| Restore Vestibule Tile Floor | | 750,000 |
| Wiring the building for a T-1 line: Parts labor and services TBD | | 27,000 |
| Replace All Deteriorated Exterior Façade Lighting | | 150,000 |
| <u>SUBTOTAL</u> | | 3,696,238 |

A/E FEES & EXPENSES ESTIMATED @ 10%

| | | |
|--|-------------------|----------------------|
| GRAND TOTAL URGENT NEEDS | | 369,624 |
| GRAND TOTAL EMERGENCY & URGENT GUSMAN NEEDS | 101,931.00 | 4,065,862 |
| GRAND TOTAL URGENT NEEDS | | 10,337,972.70 |
| GRAND TOTAL OLYMPIA AND GUSMAN COMBINED | | 13,335,222.70 |

* Weiss Jenney Report on the Gusman Façade

** 09/08 CAP GRANT (Expires if work is not complete September 30, 2011)

*** 10/11 CAP GRANT

**** 90/10 CAP GRANT

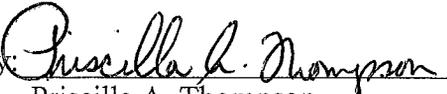
***** INTERNAL ONGOING REPAIR LIST UPDATED

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

- There will be clearly stated the roles and responsibilities each Party will assume to ensure the success of the proposed project.
- Describe the resources each Party will contribute to the project either through time, in-kind contribution or with the use of grant funds, e.g. office space, project staff, training.
- Identify the representatives of the planning and development team who will be responsible for planning, developing, and implementing project activities and describe how they will work together and work with project staff.
- Demonstrate a commitment on the part of all Parties to work together to achieve stated project goals and to sustain the project once grant funds or any other applicable funds are no longer available.

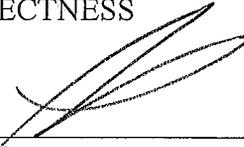
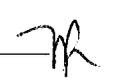
THE CITY OF MIAMI,
a municipal corporation of
the State of Florida

ATTEST:

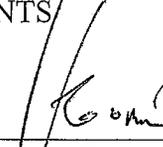
By: 
Priscilla A. Thompson
City Clerk
5-24-11

By: 
Tony E. Crapp, Jr.
City Manager

APPROVED AS TO FORM
AND CORRECTNESS

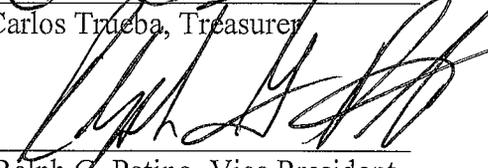
By:  
Julie O. Bru
City Attorney
#10-1985

APPROVED AS TO INSURANCE
REQUIREMENTS

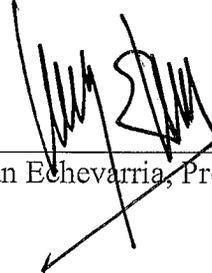
By: 
Gary Reshefsky, Director
Risk Management

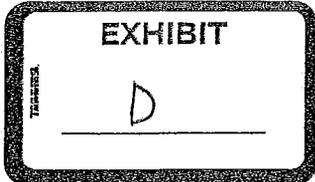
ATTEST:

By: 
Carlos Trueba, Treasurer

By: 
Ralph G. Patino, Vice President

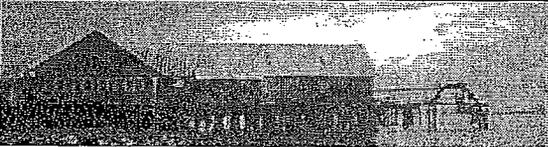
OLYMPIA CENTER, INC.,
A Florida Not-for-Profit Corporation

By: 
Herman Echevarria, President



- Search
- NPS Focus
- Search nps.gov
- HOME
- BROWSE
- ADVANCED SEARCH
- DOWNLOAD CENTER
- ABOUT
- STATUS
- HELP

National Register of Historic Places



FULL RECORD DISPLAY

Current Record: 1 of 1 in NPS Digital Library

Go back to: [Title List](#) | [Revise Search](#)

For advanced viewing install DjVu browser plugin.



1. Choose the option for Autoinstallation
2. takes about 20 seconds
3. About DjVu and plugin help

Choose format:

JPG | DjVu

Begin DjVu install

For advanced viewing install DjVu browser plugin.



1. Choose the option for Autoinstallation
2. takes about 20 seconds
3. About DjVu and plugin help

Choose format:

JPG | DjVu

Begin DjVu install

Olympia Theater and Office Building [Image]

URL: <http://pdfhost.focus.nps.gov/docs/NRHP/Text/84000839.pdf>
Link will open in a new browser window

URL: <http://pdfhost.focus.nps.gov/docs/NRHP/Photos/84000839.pdf>
Link will open in a new browser window

Publisher: National Park Service
 Published: 03/08/1984
 Access: Public access
 Restrictions: All Rights Reserved
 Format/Size: Physical document with text, photos and map
 Language: eng: English
 Note: 174 E. Flager St.
 Item No.: 84000839 *NRIS (National Register Information System)*
 Subject: EVENT
 Subject: ARCHITECTURE/ENGINEERING
 Subject: ARCHITECTURE
 Subject: COMMERCE
 Subject: PERFORMING ARTS
 Subject: LATE 19TH AND 20TH CENTURY REVIVALS
 Subject: BUILDING
 Subject: 1925-1949
 Keywords: Fuller, George A., Co.; Ebersson, John; 1925
 Place: FLORIDA -- Miami-Dade County -- Miami

Record Number: 395530

Record Owner: National Register of Historic Places