

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 29, 2024 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) adopt a Resolution authorizing a Lease Agreement with Faith’s Place Center for Arts Education, Inc., a Florida not-for-profit corporation (Tenant), to lease the Neighborhood Center on a portion of Mack Bernard Park (formerly known as Gramercy Park) located at 5675 Parke Avenue, West Palm Beach; and
- B) approve the Lease Agreement with Tenant to provide youth education and enrichment activities for an initial term of five (5) years, plus automatic one (1) year extensions at an annual rental rate of \$10.

Summary: The County is currently in the process of constructing the Neighborhood Center at Mack Bernard Park located in West Palm Beach. A core service of the Parks and Recreation Department is to provide for youth education and enrichment activities which often involves partnerships with not-for-profit entities for the provision of such services. Tenant is a not-for-profit organization with the goal of preparing youth minds for the future with a specific focus on arts enrichment programs for under-resourced youth in Palm Beach County. The proposed Lease Agreement will allow the Tenant to operate the Neighborhood Center, once construction is completed, to provide youth enrichment/education, arts and music programming, preschool programs, after school child care programs, youth extracurricular arts and music activities, adult general education programs, and other recreational community activities. The Lease Agreement is for a term of five (5) years commencing on the issuance of a certificate of occupancy for the Neighborhood Center, plus automatic one (1) year renewals at an annual rental rate of \$10. Tenant is required to submit an annual report by March 1 of each year. Tenant shall be responsible for janitorial services and routine maintenance. County will be responsible for utility services, including sewer, gas, electricity and trash removal. The Parks and Recreation Department will manage and administer the Lease Agreement. **(Property & Real Estate Management) District 7 (HJF)**

(Continued on Page 3)

Attachments:

- 1. Location Map
- 2. Resolution
- 3. Lease Agreement

Recommended By: *[Signature]* Department Director Date 10/25/24

Approved By: *[Signature]* County Administrator Date 10/26/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$10)	(\$10)	(\$10)	(\$10)	(\$10)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund 0001 Dept 580 Unit 5110 RSRC 4902
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fixed Asset Number N/A
 PCN: 74-42-43-02-11-001-0000

C. Departmental Fiscal Review: Robert Eric Mellella

HRM 10/25/2024 ESW 10/25/24

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Sherry Brown
 OFMB *OS* 10/25

Brenda Maddox 10/25/24
 Contract Development and Control

B. Legal Sufficiency:

Howard Falcon
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

This summary is not to be used as a basis for payment.

(Continued from Page 1)

Background and Policy Issues: The Gramercy Park Neighborhood Center project includes, but is not limited to, the construction of an approximately 11,000 square foot neighborhood center located at the corner of Park Avenue and 45th Street in West Palm Beach. The center includes a large multi-purpose room, classroom, kitchen, offices and building support spaces. Site amenities include a parking lot, landscaping, mulch-surfaced walking trail and associated site infrastructure work. Construction is currently ongoing with an expected completion in Spring 2025.

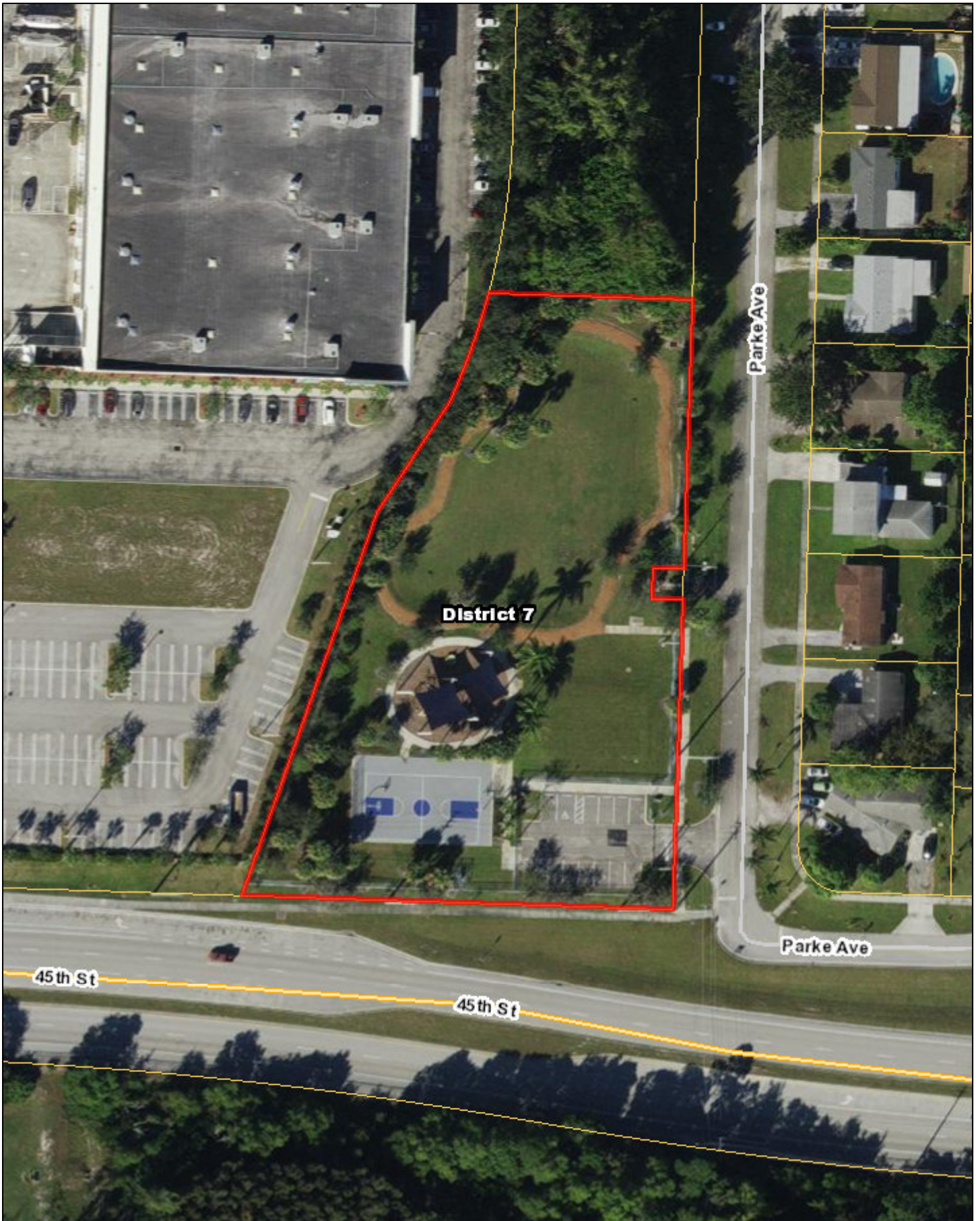
Pursuant to Florida Statutes, Section 125.38, the Board of County Commissioners (BCC) may lease county-owned property to a not-for-profit organized for the purposes of promoting community interest and welfare if the BCC finds such property required for such use and is not needed for county purposes and the property shall be used for public or community interest or welfare. Tenant is a Florida not-for-profit and intends to use the premises for the operation of a neighborhood center to provide youth education and enrichment activities aligned with the mission of the Parks and Recreation Department. The Parks and Recreation Department does not otherwise have the resources to provide these recreation program services to the community at this location.

A Disclosure of Beneficial Interests is not required when the County leases property to a tenant, however, the Tenant has provided a Disclosure of Beneficial Interests identifying itself as a 501(c)(3) organization with no individuals or entities having a beneficial interest in Tenant's assets.

Location Map

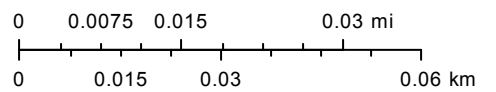
Gramercy Park

74-42-43-02-11-001-0000



October 24, 2024

1:1,128



Attachment 1

**Attachment #2
Resolution**

RESOLUTION NO.

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING A FIVE (5) YEAR LEASE AGREEMENT OF CERTAIN REAL PROPERTY TO FAITH'S PLACE CENTER FOR ARTS EDUCATION INC., PURSUANT TO FLORIDA STATUTES, SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Faith's Place Center for Arts Education Inc., a Florida not for profit corporation ("Tenant"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County ("County") approve a five (5) year Lease Agreement for the operation of the Neighborhood Center at Gramercy Park; and

WHEREAS, the Tenant provides youth enrichment/education, arts and music programming, preschool programs, after school childcare programs, youth extra curriculum, arts & music activities, adult general education programs, and other recreational community activities ; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

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

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to the Tenant pursuant to the Lease attached hereto as Exhibit "A" and incorporated herein by reference, for a term of five (5) years, with the option to extend for two (2) successive

periods of five (5) years each and an annual rental of ten dollars (\$10.00), the real property identified in such Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Maria Sachs, Mayor
- Commissioner Maria G. Marino, Vice Mayor
- Commissioner Gregg K. Weiss
- Commissioner Michael A. Barnett
- Commissioner Marci Woodward
- Commissioner Sara Baxter
- Commissioner Mack Bernard

The Mayor thereupon declared the resolution duly passed and adopted this ____ day of _____, 20__.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

Exhibit "A"

LEASE AGREEMENT

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA
(County)

and

FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.**, a Florida not-for-profit Corporation, (hereinafter referred to as "Tenant") ("County" and "Tenant" collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida known as Gramercy Park located at 5615 Parke Avenue, West Palm Beach, Florida 33406; and

WHEREAS, County intends to construct a new building for the purpose of establishing an eleven thousand and twenty square foot (11,020 sq.ft.) Neighborhood Center on a portion of Gramercy Park;

WHEREAS, County wishes to partner with a not-for-profit agency for the operation of the Neighborhood Center at Gramercy Park; and

WHEREAS, Tenant is a not-for-profit organization with the goal of preparing young minds for the future with a specific focus on arts enrichment programs for under-resourced youth in Palm Beach County; and

WHEREAS, a core service of the Palm Beach County Parks and Recreation Department is to provide for youth education and enrichment activities, including arts, and which sometimes may be accomplished through partnerships; and

WHEREAS, Section 125.38, Florida Statutes, permits County to lease County-owned property to a not-for-profit corporation which is organized for the purposes of promoting community interest and welfare provided such property is not required for County purposes; and

WHEREAS, both parties desire to enter into this Lease to increase the youth education and enrichment opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, County demises and leases to Tenant and Tenant leases from County the Premises, as defined hereinafter, upon the following terms and conditions;

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

The premises which is subject to the Lease consist of approximately 1.12 acres of real property depicted as the Neighborhood Center and parking on the Conceptual Master Plan as attached hereto as Exhibit "A" (the "Premises").

Section 1.02 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date, as defined hereinafter. The Lease shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

This Lease shall renew automatically, so long as Tenant shall not be in default of any terms, covenants, conditions, or payment of rent under this Lease, for one (1) year periods under the same terms and conditions of this Lease (each a "Renewal Term"), unless Tenant provides County written notice of Tenant's intent not to renew at least 120 days before the expiration of this Lease or any Renewal Term; provided, however, Tenant must submit an annual report by March 1 for the preceding year. Tenant must submit said annual report to the Director of the Palm Beach County Parks and Recreation Department (the "Contract Administrator"), with a copy to the Director of the Palm Beach County Property and Real Estate Management Division ("PREM"). Failure to timely submit an annual report shall constitute a default under the terms of this Lease.

Section 1.04 Not-for-Profit Status.

It is the intent of the parties that the Premises will be used by a not-for-profit corporation for the non-commercial operation of a Neighborhood Center. Tenant represents that Tenant has full authority to enter into this Lease and to perform or cause to be performed all of Tenant's obligations herein, and that Tenant is a not-for-profit corporation currently in good standing under Florida law. Tenant shall maintain its not-for-profit corporation status in good standing during the Term of this Lease; loss of not-for-profit status shall constitute a default under the terms of this Lease.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten Dollars (\$10.00) (the "Annual Rent") payable without notice on the Commencement Date and each subsequent anniversary thereof. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. Except as otherwise expressly set forth herein, this Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes,

liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Additional Rent.

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

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

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

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental for the Premises, as provided for in Section 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

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

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

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

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services

and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

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

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for providing youth enrichment/education, arts and music programming, preschool programs, after school child care programs, youth extracurricular arts and music activities, adult general education programs, and other recreational community activities in accordance with the regulations and requirements of County, Tenant's business plan, a copy of which has been attached hereto and incorporated herein as Exhibit "B", and pursuant to the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the

prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall provide onsite supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises is in use by the Tenant or its invitees, such use shall be under the control and supervision of the Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or sublet to any other groups, foundations, or persons not authorized by County. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises.

Tenant shall be in full control of the operation of the Premises, and shall set and establish the times of operation and the rules and regulations for use by the public. Tenant shall not use the Premises prior to 6:00 AM EST or later than 11:00 PM EST unless approved in advance by the Contract Administrator. Tenant shall ensure that all access areas to the Premises are locked and secured outside of normal operating hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant may allow the County and not-for-profit entities organized for the purpose of promoting community interest and welfare, as determined by Tenant in its reasonable discretion, to use meeting rooms at the Premises as long as such use is not materially and unreasonably disruptive to licensed childcare activities and the functioning of the Neighborhood Center and there is no fee charged for such use. Tenant shall maintain a record of use of the meeting rooms as aforesaid, including the name of the entity or group and the date and time of such use and shall provide the same to County annually. Tenant shall allow the general public the use of its parking lot and driveway for access to Gramercy Park, provided that the use does not materially and unreasonably interfere with the conduct of the business of the Tenant.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and the Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Tenant agrees that the Premises shall not be used to participate or engage in political activities that promote or oppose a specific candidate for public office (although it may host political forums or functions in which all candidates for an office are invited to participate).

Tenant agrees to administer, in good faith, a Drug-Free Workplace Policy designed to ensure that the Tenant's employees, premises, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

Section 4.02 Use of Facilities for County Business and Programs.

Tenant will provide a process for County's reasonable use of conference and meeting

rooms located on the Premises for free County programs, County meetings, and County business at no charge to County beyond reasonable reimbursement to Tenant for actual out-of-pocket costs when not otherwise scheduled for activities associated with the Premises. Use of the conference and meeting rooms by County will be at Tenant's discretion and at a duration and frequency commensurate with other nonprofit/government agency partners.

Section 4.03 Americans with Disabilities Act.

Tenant shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

Section 4.04 Waste or Nuisance.

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

Section 4.05 Governmental Regulations.

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

Section 4.06 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.07 Surrender of Premises.

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

Section 4.08 Hazardous Substance

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

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

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

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

Section 4.09 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance, County

Code Chapter 21, as the same may be amended, with respect to any and all rules, hours of operation and/or any Special Event, as defined below, occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the County's Parks and Recreation Department's Special Event staff for a Special Event occurring on the Premises. For the purposes of this Section, a "Special Event" shall be any Tenant activity or event for which Tenant is requesting the use of any Park's facilities outside the Premises or which may impact any entrances to the Park. Requests for approval shall follow County's Parks and Recreation Department's Policies and Procedures and be submitted no later than ninety (90) days prior to the anticipated start of the event. County's Special Events staff shall have fifteen (15) business days to review the request and approve or deny same. In the event that a request for use of the Park facilities in conjunction with a Special Event is denied, the County will provide specific reasons for such denial and Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the Special Event to address the County's reasons for such denial.

Section 4.10 Permits and Licenses Generally.

Tenant expressly covenants, warrants, and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however, designated, as may be required at any time throughout the entire term of this Lease or any extension thereof by any Federal, State, County or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities, for any activities of Tenant conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request by County, Tenant shall provide to County certified copies of any and all permits and licenses which County may request.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall perform any structural maintenance required for the Premises including parking, pavement, landscaping, and irrigation, as well as the Neighborhood Center's roof, foundation, windows, siding, life/safety systems, major electrical and plumbing repairs, exterior painting and door locks and HVAC system. In addition, County shall conduct preventative maintenance for major components such as heating, air-conditioning, plumbing, air quality and roof in accordance with applicable building codes.

Tenant shall be responsible for routine maintenance including, but not limited to, janitorial services (including keeping exterior grounds free of litter and debris), interior and exterior pest control, interior painting, and all minor repairs, at Tenant's sole cost and expense. In addition, Tenant shall ensure that toilets, sinks, and other plumbing fixtures are unclogged and not damaged; Tenant will be responsible for clogged toilets (including gaskets and internal parts such as flush mechanisms), general sink faucet leaks, AC filters, and light bulb replacement. Tenant shall

repair/replace, at its sole cost and expense, any structural damage to the Premises which Tenant, or its agents, contractors, employees or invitees may cause. In the event Tenant fails to properly perform the repair/replace obligations required herein, County shall provide Tenant with written notice thereof; in the event Tenant fails to take appropriate corrective action within fifteen (15) days, County may perform any required repair/replacement and Tenant shall be liable for all costs and expenses incurred by County.

Section 5.02 County's Right to Inspect.

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

**ARTICLE VI
UTILITIES**

County shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE VII
INSURANCE**

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a

primary basis.

Section 7.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.05 Loss Payee Endorsement.

Tenant shall cause the Property, Flood and Windstorm Insurance policies to be endorsed to add the County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.06 Certificate of Insurance.

Tenant will deliver to EBIX, the County's authorized insurance tenant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood, or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair, or rebuild the buildings, betterments, and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.10 Right to Revise or Reject.

County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

Section 7.11 No Representation of Coverage Adequacy.

The limits, coverages, or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01 of this Lease, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.05 of this Lease. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Lease or due to the acts or omissions of Tenant.

**ARTICLE IX
DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then County, after County's receipt of the insurance proceeds described in Section 7.04 of this Lease, may, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

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

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon six (6) months prior written notice to Tenant.

**ARTICLE XIII
QUIET ENJOYMENT**

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

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

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

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

and a copy to:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6614
Fax: (561) 963-6734

(b) If to Tenant at:

Faith's Place Center for Arts Education, Inc.
Attention: Director
954 44th Street
West Palm Beach, Florida 33407
Telephone: 561-855-6807
Email: faithplacefe@gmail.com

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

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "C", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the

ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to County pursuant to Section 14.02 of this Lease.

Section 14.04 Severability.

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

Section 14.05 Broker's Commission.

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

Section 14.06 Recording.

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

Section 14.07 Waiver of Jury Trial.

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

Section 14.08 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.09 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 County's public health unit.

Section 14.10 Time of Essence.

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

Section 14.11 Waiver; Accord and Satisfaction.

The waiver by County of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.12 Non-Exclusivity of Remedies.

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

Section 14.13 Construction.

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

Section 14.14 Incorporation by Reference.

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

Section 14.15 Survival.

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

Section 14.16 No Third Party Beneficiary.

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

Section 14.17 Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach

County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 14.18 Public Entity Crimes.

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

Section 14.19 Headings.

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

Section 14.20 Condemnation.

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

Section 14.21 Criminal History Records Check.

Tenant, Tenant's employees, subcontractors of Tenant, and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Tenant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Tenant acknowledges that its Lease price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by County.

This Lease may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing County department will contact the Tenant(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. Tenant shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to County. If Tenant or its subcontractor(s) terminates an employee who has been issued a badge, Tenant must notify County within two (2) hours. At the time of termination, the Tenant shall retrieve the badge and shall return it to County in a timely manner.

County reserves the right to suspend the Tenant if Tenant 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact County regarding a terminated Tenant employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

Section 14.22 Independent Contractor Relationship

Tenant is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of the Lease. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to Tenant's sole direction, supervision, and control. Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Tenant's relationship and the relationship of its employees to County shall be that of an Independent Contractor and not as employees or agents of County. Tenant does not have the power or authority to bind County in any promise, agreement, or representation.

Section 14.23 Interactions with County Staff.

In all interactions with County staff, Tenant and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

Section 14.24 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when (i) signed by all parties; (ii) approved by the Palm Beach County Board of County Commissioners; and (iii) the Certificate of Occupancy has been issued for the Premises and County has accepted the building. (the “Effective Date”).

Section 14.25 Human Trafficking Affidavit.

Tenant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Tenant has executed Exhibit “D”, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed and delivered in the presence of:

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller Palm Beach County

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

SIGNATURE PAGE TO LEASE AGREEMENT between PALM BEACH COUNTY and FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.

Signed and delivered in the presence of:

TENANT:

Witness Signature

Faith's Place Center for Arts Education, Inc., a Florida not-for-profit corporation

Print Witness Name

By: _____

Witness Signature

Print Name: _____

Print Witness Name

Title: _____

EXHIBIT "A"
THE "PREMISES"

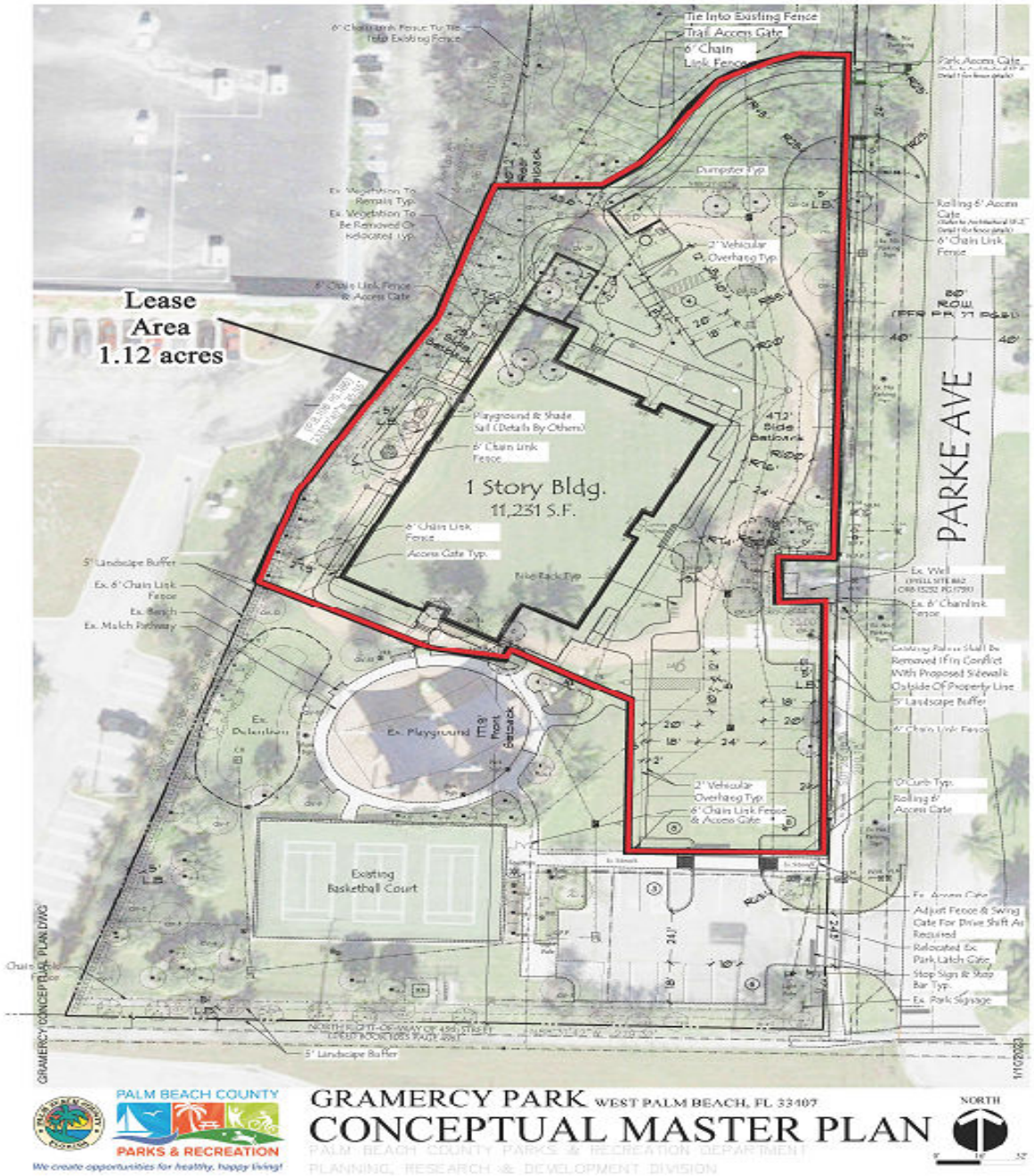


EXHIBIT “B”
TENANT’S BUSINESS PLAN



Center for Arts Education, Inc.



Noble Lockhart-Mays, Director
500 22nd Street
West Palm Beach, Florida 33407

Faith's Place Center for Arts Education, Inc.

Executive Summary

Overview

Faith's Place Center for Arts Education is an organization that serves underprivileged youths in Palm Beach County. It provides Preschool for 3, 4 and 5-year olds as well as after school arts enrichment for school aged students Kindergarten through 12th grades. The social component includes the 6 B's of Good Character which are: Be Trustworthy, Be Responsible, Be Respectful, Be Kind, Be Fair and Be Fit.



The Problem

Some of the problems that plague our inner city and have taken control of the community are the following:

- Urban PTSD (Neighborhood War Zones)
- Lack of Education
- Teenage Pregnancy
- Drugs
- Crime

The Solution

There are many approaches to finding solutions to the problem. It is our experience in serving in the inner city that the following gets the best results:

- **Provide Healthy Outlets**- Allow students to express themselves both artistically and emotionally through the arts to help with trauma they may have experienced in the neighborhood.
- **Empower through Education**- Provide affordable preschool to families of the community to equip them to be prepared for Kindergarten and beyond. Early intervention has proven to guarantee academic success. Provide homework assistance to all students in the afterschool arts program to alleviate pressure from working parents who have long hours.
- **Inspire through the Arts**- Have certified arts teachers instruct students in dance, percussion, band, strings, vocal, and sports.
- **Encourage Positive Behavior**- Have team members encourage students to embrace the 6 B's in everyday life to build good character which will help to develop productive citizens.



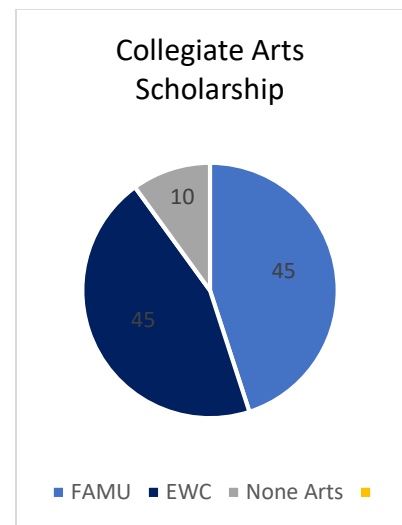
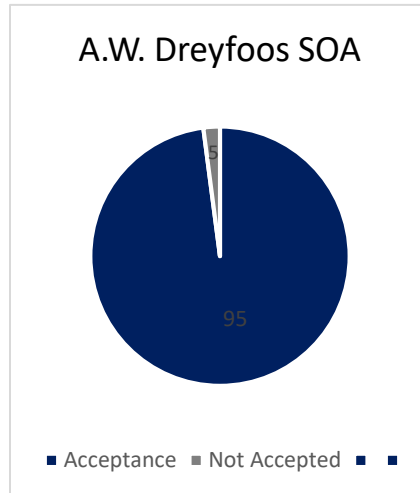
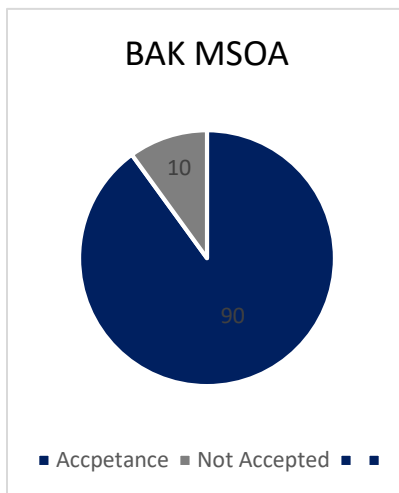
Highlights

We measure the success of our program in 4 ways:

- Academic Achievement-Report Cards, Honor Roll, Junior & National Honor Society
- Acceptance into Arts Programs
- High School Graduation
- Collegiate Arts Scholarship

Based on the End of the School Year 2019-2020. The Data shows:

GRADE LEVELS	MEASURING TOOL	DATA RESULTS
Preschool	VPK Assessment Part 3	80% Exceeding Expectations 15% Meeting Expectations 5% Approaching
Kindergarten - 2 nd	Standards Based Report Card	40% Exemplary & Honor Roll 59% Proficient & Honor Roll 1% Approaching
3 rd - 5 th	Standards Based Report Card	45% Exemplary & Honor Roll 50% Proficient & Honor Roll 5% Approaching
6 th - 8 th	District Report Cards National Junior Honor Society Inductions	88% Honor Roll & NJHS 12% C+ Average
9 th - 12 th	District Report Cards National Honor Society Inductions	100% Graduate Rate 93% Honor Roll & NJHS 7% C+ Average



Keys to Success

The keys to our success are in direct correlation with stellar programming and our presence in the community through performances. The more we perform for the Mayors of various cities, on the island of Palm Beach, at church services and several other places and events throughout our county, the more people want to send their children to Faith's Place.

Financial Stakeholders

Our Financial Stakeholders include **Florida VPK** that funds our Preschool programs. **The Office of Early Learning Coalition of Palm Beach County** funds the after-school arts enrichment program. **Youth Services of Palm Beach County** funds our summer All-Star Arts & Sports Camp. We participate in **Prime Time's** Q.I.S. (Quality Improvement System) Program which is a prerequisite to securing contracts with the previously mentioned organizations. Prime Time also provides scholarships to our staff to earn a free B.A. Degree from Palm Beach State College.



Brief History of Organization

Faith's Place Center for Arts Education is the hope of Noble Lockhart-Mays manifested. While teaching at Lincoln Elementary as a 3rd/4th grade teacher, Mrs. Mays met a young man who was in her class and joined her SECME (Science, Engineering, Communication, Mathematics) after school club. She went to pick him up from his house for a Saturday competition when she met his 16-year-old brother. He told Mrs. Mays to take care of his little brother because they didn't usually allow him to go with strangers. He said this because he was the only father they had in their lives. Their dad was in prison for life. Mrs. Mays assured him that his little brother was in good hands. A week later Mrs. Mays called the roll for her class and noticed the little boy didn't answer. The students let Mrs. Mays know that he was not there because his brother was killed the night before. Mrs. Mays buzzed the front office and told them she was going to split her class so she could go to the little boy's home to check on the family. Once she arrived, he ran to the front door and embraced her with a big hug sobbing. While talking to his mother she told Mrs. Mays the words that helped to birth Faith's Place which were, "If my son had a safe place to go after school, he would be alive today." Those words impacted Mrs. Mays so much that she went home and began to write a business plan for a company that provided a safe place for underprivileged youths to attend after school.

After securing a lease through the City of West Palm Beach, Faith's Place opened its doors in the Fall of 2012 with 12 students, limited resources and much hope for students and their futures. We ended our first year with 58 students, our second year with 72 and gained momentum each year until we reached our license capacity of 120 by the fourth year. We now continue to meet capacity with a wait list of over 40 students.

We started by going door to door in the Pleasant City neighborhood telling families about our program that would soon begin in the Pleasant City Community Center. We let them know that it would be affordable and showed them ways to receive a scholarship that could help them pay for preschool and after school arts enrichment. We gave them the info in a 3-minute empowerment speech to capture their interest and develop trust.

We began by offering homework assistance, recorders, steel drums, and drumline in the formative years. A family walked through and wanted to donate more to enhance the program. They donated 5 weighted key pianos, 5 violins and orff percussion (African Drums). Everything took off in a different kind of way with the new instruments. With it came a need for more instructors. We were fortunate enough to grow into serving more students in the program which gave a financial boost to hire more staff.

Our program went from a hobby oriented after school extracurricular activity to a legitimate Arts Prep Program. A program that assisted not only preschool and school aged students in auditioning and earning acceptance into premier arts schools but high school seniors as well. We help students prepare for collegiate auditions in the areas of band, vocal and dance. We have a high success rate of our students excelling academically and, in the arts, thus making us a well sought after program for students in Palm Beach County and beyond.

Operational Plan – Current Programming

Faith's Place *current programs* consist of the following:

- **Preschool-** the preschool is designed for students who are 3, 4 and 5 year olds. It is a Montessori approach to learning where students are encouraged to learn at their own pace starting at age 3. Keeping with the true Montessori experience, it is the hope of Faith's Place that families keep their students in the program to achieve the desired results of preparation for Kindergarten. Highlights include-
 - Free VPK (Voluntary Prekindergarten) 4 year olds
 - Daily Music & Movement Arts Class
 - Monthly Educational Field Trips
 - Free Meal Program (Breakfast, Lunch & Snack)
 - Nap Time

- **After School Arts Enrichment-** the after-school arts enrichment programs is designed to establish a love and appreciation for the arts through classes, activities, and performances.
 - *Arts Preparation-* prepares students for auditions for The Conservatory School, BAK Middle School of the Arts, A.W. Dreyfoos SOA and G-Star School of the Arts. 90% of all students who audition from Faith's Place gain acceptance into the programs of their choice.
 - *Science/Engineering Programs-* helps prepare students for the schools offering science, mathematics and technology programs. These schools include but are not limited to Suncoast and Atlantic Community High Schools.

- **Extracurricular Arts Activities-**
 - Choir- Show, Classical & YSPB
 - Band- Concert & Marching
 - Percussion- Marimba, Xylophone & Drumline
 - Dance- Ballet, Modern, Jazz & Liturgical

- **Partnerships-**
 - Faith's Place partnered with the Young Singers of the Palm Beaches- our students participate in Palm Beach County's largest choir that performs twice a year on the Kravis Center's main stage.



Operational Plan – Proposed Programming

Faith's Place *proposed programs* for Preschool to School Aged Students consist of the following:

- **Preschool-** Montessori Curriculum for 3,4, and 5 year olds
 - Free VPK (Voluntary Prekindergarten) 4 year olds
 - Daily Music & Movement Arts Class
 - Monthly Educational Field Trips
 - Free Meal Program (Breakfast, Lunch & Snack)
 - Nap Time

- **After School Arts Enrichment-**Programming that provides:
 - Arts Preparation
 - Science/Technology/Engineering/Arts/Math (STEAM) Programs
 - Prime Time's Extended Learning Opportunities
 - Science Museum, Palm Beach Zoo

- **Extracurricular Arts Activities-**
 - Choir- Show, Classical & YSPB
 - Brass & Woodwind Instruments
 - Percussion- Drumline
 - Dance- Ballet, Modern, Jazz & Liturgical

- **Partnerships-**
 - Students benefit from the partnership with *Young Singers of the Palm Beaches* because they can participate in Palm Beach County's largest choir that performs twice a year on the Kravis Center's main stage.
 - Students and Staff benefit from the partnership with *Prime Time*. Students participate in classes provided as ELO's from the Florida Fishing Academy, Science Museum, Green Mouse Academy, and the Palm Beach Zoo. Through our partnership with Prime Time we offer our staff an opportunity to earn a free Bachelor's Degree from PBSC in Supervision & Management.

Faith's Place *proposed programs* for Adults ages 19-30 consist of the following:

- **G.E.D. Prep Class-**
 - Classes will be offered to adults who desire to earn their General Education Development past the age of 18 which is our attempt to empower through education and positively impact our community.

Faith's Place *proposed programs* for Adults ages 55-Up consist of the following:

- **Foster Grandparent-**
 - Seasoned adults volunteer as preschool foster grandparents in the preschool classroom. This is especially important for students who haven't experienced the care from an older family member.

- **Chair Yoga-**
 - Adults ages 55-Up have the opportunity to work out using Chair Yoga twice a month. This course is taught by our Artist in Residence Ellis Elliott.

Staff Experience and Qualifications 1

Name	Position	Education	Experience & Qualifications
Noble Lockhart-Mays	Director	Liberty University <ul style="list-style-type: none"> • Doctoral Candidate Master's Degree <ul style="list-style-type: none"> • Educational Leadership Bachelor's Degrees <ul style="list-style-type: none"> • Elementary Education • Psychology 	Florida Department of Education Teacher Certified <ul style="list-style-type: none"> • Elementary Education K-6 • Educational Leadership K-12 School District of Palm Beach County <ul style="list-style-type: none"> • PreK-5th Grade & Resource Teacher Department of Children & Families <ul style="list-style-type: none"> • Advanced Director's Credential
Angela Pugh	Academic Tutor	Master's Degree <ul style="list-style-type: none"> • Educational Leadership Bachelor's Degree <ul style="list-style-type: none"> • Elementary Education 	Florida Department of Education Teacher Certified <ul style="list-style-type: none"> • Elementary Education K-6 School District of Palm Beach County <ul style="list-style-type: none"> • 2nd Grade Teacher
Alexis Lockhart	Media Specialist	Bachelor's Degree (FAMU) <ul style="list-style-type: none"> • Public Relations 	Bright Futures Educator <ul style="list-style-type: none"> • 3rd Grade Teacher "The Lockhart District" <ul style="list-style-type: none"> • CEO
Bryon Russell	Percussion Instructor	Bachelor's Degree (B-CU) <ul style="list-style-type: none"> • Criminal Justice 	School District of Palm Beach County <ul style="list-style-type: none"> • Music Teacher (K-5th) The Department of Juvenile Justice <ul style="list-style-type: none"> • Juvenile Probation Officer
Daniel Thomas	Percussion Instructor	Bachelor's Degree <ul style="list-style-type: none"> • Psychology 	School District of Palm Beach County <ul style="list-style-type: none"> • Middle School Teacher (6th-8th)
Latoya Sales Nunnally	Program Monitor	Bachelor's Degree <ul style="list-style-type: none"> • Elementary & Special Education 	School District of Palm Beach County <ul style="list-style-type: none"> • Kindergarten Teacher
Tarry Mays	Supervisor	Bachelor's Degree <ul style="list-style-type: none"> • Supervision & Management 	School District of Palm Beach County <ul style="list-style-type: none"> • 4th Grade Teacher

Staff Experience and Qualifications 2

Name	Position	Education	Experience & Qualifications
Ronika Pugh	PreK Teacher Dance Instructor	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Florida Department of Early Education Teacher Certification <ul style="list-style-type: none"> • Pre-Kindergarten (Ages Birth to 5) Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Leondra Swails	PreK Teacher	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Florida Department of Early Education Teacher Certification <ul style="list-style-type: none"> • Pre-Kindergarten (Ages Birth to 5) Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Norman Bain	Music Teacher	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Name	Position	Education	Experience & Qualifications
Gareth Johnson	Strings Instructor	Master's Degree <ul style="list-style-type: none"> • Music Performance 	School District of Palm Beach County <ul style="list-style-type: none"> • Artist in Residence (Arts Programs)
Ellis Elliott	Dance Instructor	Master of Fine Arts <ul style="list-style-type: none"> • Writing 	Dance Arts Iowa <ul style="list-style-type: none"> • Director & Owner
Terrion Nelson	Vocal Instructor	Bachelor's Degree <ul style="list-style-type: none"> • Music Education 	School District of Palm Beach County <ul style="list-style-type: none"> • Music Teacher (K-12)

Financial Ability and Information

Financial Statements and Compilation Reports

2017-2019

**FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2019**

Donaldson CPA

Your Personal CPA: Credible, Accountable, Dependable...

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Faith's Place Center for Arts & Education, Inc.

We have compiled the accompanying Statement of Financial Position of Faith's Place Center for Arts & Education, Inc. as of December 31, 2019, and the related the related Statement of Activities and Changes in Net Assets and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2019

Current Assets

Cash and cash equivalents	\$ 603
Other Assets	<u>90,977</u>

Total Assets **91,580**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>91,580</u>
--------------	---------------

Total Net Assets **91,580**

Total Liabilities and Nets Assets **\$ 91,580**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2019

Revenues and other support

Contributions and grants	\$ 276,157
Program service revenue	<u>68,477</u>

Total revenue and support **344,634**

Expenses

Contract Labor	20,076
Accounting	1,200
Music Supplies and Equipment	24,720
Payroll	113,287
Payroll Taxes	8,666
Office and Administrative	43,481
Food Service and Meals	49,916
Rent	3,000
Travel	50,753
Insurance	570
Scholarships	<u>9,500</u>

Total Expense **325,169**

Change in net assets	19,465
Net assets at beginning of year	72,115
Net assets at end of year	<u>\$ 91,580</u>

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2019

Cash flows from operating activities:

Change in net assets \$ 19,465

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (24,056)

Net cash used by operating activities (4,591)

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents (4,591)

Cash and cash equivalents, beginning of year 5,194

Cash and cash equivalents, end of year \$ 603

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2018

Donaldson CPA

Your Personal CPA: Credible, Accountable, Dependable...

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Faith's Place Center for Arts Education, Inc.

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June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2018

Current Assets

Cash and cash equivalents	\$ 5,194
Other Assets	<u>66,921</u>

Total Assets **72,115**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>72,115</u>
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Total Net Assets **72,115**

Total Liabilities and Nets Assets **\$ 72,115**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2018

Revenues and other support

Contributions and grants	\$	255,088
Program service revenue		<u>70,750</u>

Total revenue and support **325,838**

Expenses

Accounting	1,200
Music Supplies and Equipment	18,401
Payroll	114,553
Payroll Taxes	7,676
Office and Administrative	27,901
Food Service and Meals	43,864
Rent	2,400
Travel	53,993
Insurance	10,200
Scholarships	<u>24,103</u>

Total Expense **304,291**

Change in net assets 21,547

Net assets at beginning of year 50,568

Net assets at end of year \$ 72,115

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2018

Cash flows from operating activities:

Change in net assets \$ 21,547

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (17,382)

Net cash used by operating activities (4,165)

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents (4,165)

Cash and cash equivalents, beginning of year 1,029

Cash and cash equivalents, end of year \$ 5,194

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2017

Donaldson CPA

Your Personal CPA: Credible, Accountable, Dependable...

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Faith's Place Center for Arts Education, Inc.

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June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2017

Current Assets

Cash and cash equivalents	\$ 1,029
Other Assets	<u>49,539</u>

Total Assets **50,568**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>50,568</u>
--------------	---------------

Total Net Assets **50,568**

Total Liabilities and Nets Assets **\$ 50,568**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2017

Revenues and other support

Contributions and grants	\$ 206,420
Program service revenue	<u>193,873</u>

Total revenue and support **400,293**

Expenses

Contract Labor	53,213
Accounting	900
Music Supplies and Equipment	29,018
Payroll	112,296
Payroll Taxes	8,047
Office and Administrative	57,406
Advertisement	1,203
Food Service and Meals	38,752
Rent	1,500
Travel	47,135
Insurance	3,096
Depreciation	<u>4,966</u>

Total Expense **357,532**

Change in net assets	42,761
Net assets at beginning of year	<u>7,807</u>
Net assets at end of year	<u>\$ 50,568</u>

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2017

Cash flows from operating activities:

Change in net assets \$ 42,761

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (46,976)

Depreciation (4,966)

Net cash provided by operating activities 751

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents 751

Cash and cash equivalents, beginning of year 278

Cash and cash equivalents, end of year \$ 1,029

Letters of Recommendation

Anita Winkis- **Quality Advisor**- Prime Time of Palm Beach County

Melanee Blankstein- **Managing Director**- Young Singers of the Palm Beaches

Leah Rockwell- **Director of Parks & Rec.**- City of West Palm Beach



June 30, 2020

To whom it may concern;

Faith's Place Centers for Arts and Education provides high-quality opportunities for youth by facilitating activities in a safe and nurturing environment.

Ms. Noble Mays goes above and beyond the typical afterschool and summer camp director responsibilities. She ensures youth have access to services and resources they need, even if she has to provide them for the youth herself. This also extends to her staff, whom she genuinely cares for in every way possible by encouraging them to take advantage of educational opportunities, providing them with housing options when needed and motivating them to be the best they can be as they work to empower the youth in the program to strive for excellence.

Faith's Place participates in Prime Time of Palm Beach County's Quality Improvement System to continue the vision of high quality.

Kind Regards,

Anita Winkis

Anita Winkis

Quality Advisor

Prime Time Palm Beach County, Inc.

2300 High Ridge Road, Suite 330

Boynton Beach, Florida 33426

Cell: 561-603-8767

Phone: 561-600-9535

Fax: 561-732-8094

www.primetimepbc.org



YOUNG SINGERS OF THE PALM BEACHES

Raymond F. Kravis Center for the Performing Arts - 701 Okeechobee Blvd. Suite 305 - West Palm Beach, FL 33401
Phone: (561) 651-4413 - Fax: (561) 828-2938 - www.yspb.org

July 1, 2020

To Whom it May Concern:

Young Singers of the Palm Beaches is honored to offer a letter of support for Faith's Place and its founder Noble Lockhart-Mays. From the moment we met Noble Lockhart – Mays, we knew that working with Faith's Place would be a win-win proposal for both organizations and their students.

It all started with a visit to Faith's Place by our Artistic Director Shawn Berry. Upon his return to the office he announced that we had to find some way to offer Faith's Place students scholarships to be a part of Young Singers. Noble jumped at the chance to have this opportunity for her students. She did not see this as a threat to her program but a chance for these students to grow and have experiences outside their neighborhood. That speaks volumes to the philosophy of Faith's Place, it is a springboard for the students to explore and develop their talents. At Faith's Place **education is paramount**. After our first season together, we knew we had a common goal that made us great partners – the success of our students.

Faith's Place provides amazing opportunities for its students. Their programs are of the highest quality and teach that practicing excellence creates a fulfilling life. Although demanding, the students always rise to the occasion. They are respectful, kind and compassionate because the example is set by the dedicated staff.

Through our collaborations we provide afterschool programming, scholarships and performance opportunities to the students of Faith's Place. We only wish we could do more to support the efforts of Noble and her team. They are in the trenches making a difference through the arts. If not for their support and belief in these students many would be on a completely different path. As Americans we frequently quote the line, "this is the land of opportunity" but Faith's Place teaches their students the skills it takes to turn the opportunity into reality.

Sincerely,

Melanee Blankstein

Melanee Blankstein
Managing Director



WEST PALM BEACH

Parks & Recreation

July 1, 2020

RE: Faith's Place Center for Arts Education and Faith's Place Center for Education

To Whom It May Concern,

Under the leadership of Noble Lockhart Mays, Faith's Place Center for Arts Education is an amazing program for children. Their exposure to the arts is invaluable. Faith's Place instructors and teachers are truly inspirational, making a difference in the lives of the children and families they serve.

Faith's Place has been a partner of the City of West Palm Beach in providing out-of school programming since 2013. We could not be more impressed with the outcomes which they have achieved for their children. They are award winning and sought after to perform at events all over the state of Florida.

Please note, we have only put programming at the Pleasant City Community Center, where Faith's Place is currently housed, on hold due to much needed renovations which have been funded through the County's penny sales tax initiative. Once renovations have been completed, we would welcome Mrs. Mays and Faith's Place for Arts Education to return should the Center continue to meet her needs based on her growing enrollment - a testament to her passion for guiding each child to be the best they can be.

Should you have the ability to provide space for Faith's Place to continue their work, you will not be disappointed.

Sincerely,

Leah Rockwell

Leah Rockwell, CPRE
Director of Parks and Recreation
561/804-4904
lrockwell@wpb.org

City of West Palm Beach
Department of Parks and Recreation
401 Clematis Street, 3rd Floor
P.O. Box 3366
West Palm Beach, FL 33401
www.wpb.org/parks

EXHIBIT "C"

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Noble Mays, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Faith's Place Center for Arts Education, Inc., (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "1" (the "Premises").

2. Affiant's address is: 954 44th Street, West Palm Beach, FL 33407.

3. Attached hereto, and made a part hereof, as Exhibit "2" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Affiant Name: Noble Mays

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Noble Mays [] who is personally known to me or [] who has produced _____ as identification and who () did () did not take an oath.

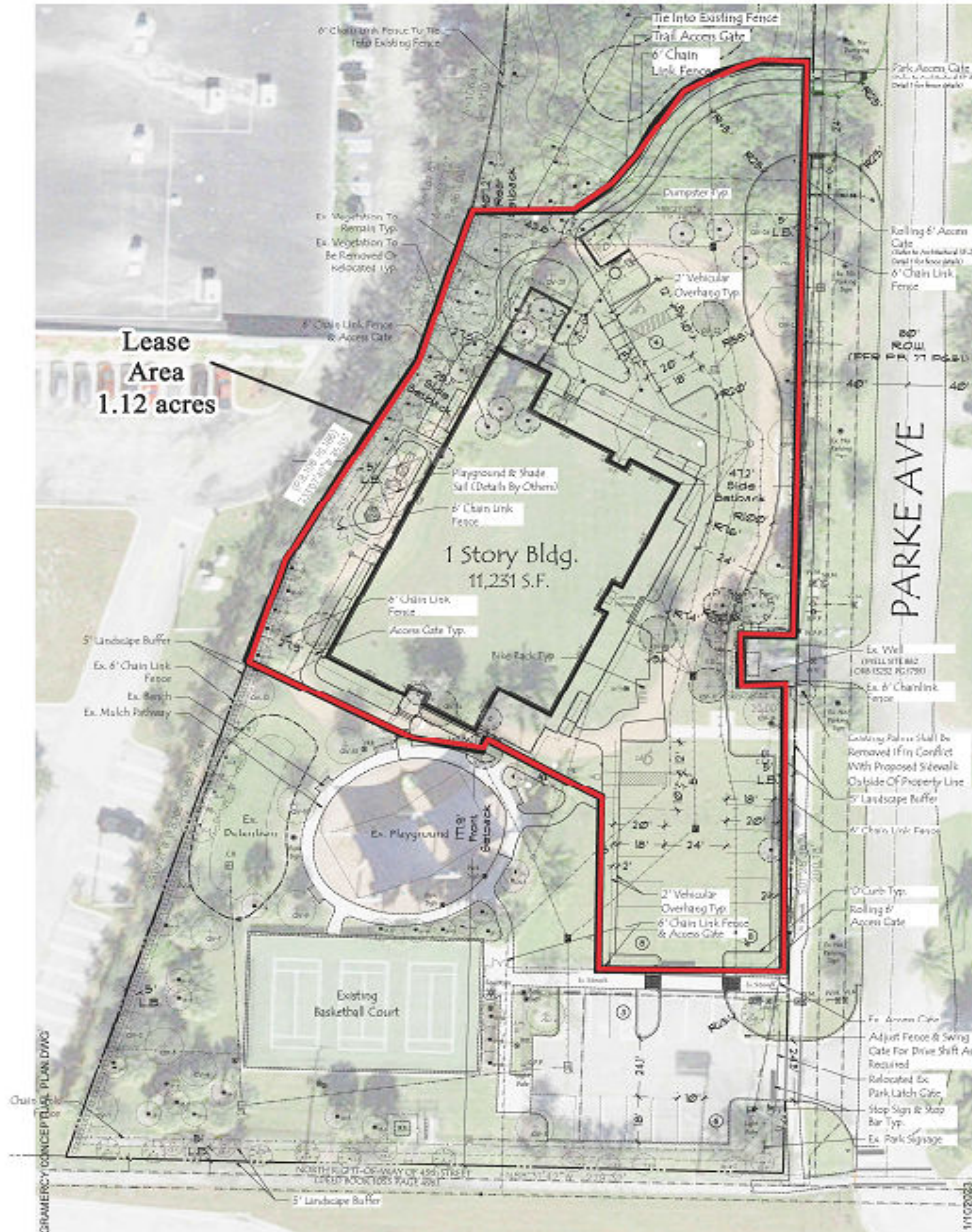
Notary Public

(Print Notary Name)

Commission Number: _____
My Commission Expires: _____

EXHIBIT "1" TO TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

PREMISES



GRAMERCY PARK WEST PALM BEACH, FL 33407
CONCEPTUAL MASTER PLAN
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
PLANNING, RESEARCH & DEVELOPMENT DIVISION



EXHIBIT "2" TO TENANT'S DISCLOSURE OF BENEFICIAL INTEREST

SCHEDULE TO TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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None. Faith's Place Center for Arts Education, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

EXHIBIT "D"

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.** (Tenant) and attest that Tenant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, _____ day of _____, by _____.

Personally known OR produced identification .

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA
(County)

and

FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.**, a Florida not-for-profit Corporation, (hereinafter referred to as "Tenant") ("County" and "Tenant" collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida known as Gramercy Park located at 5615 Parke Avenue, West Palm Beach, Florida 33406; and

WHEREAS, County intends to construct a new building for the purpose of establishing an eleven thousand and twenty square foot (11,020 sq.ft.) Neighborhood Center on a portion of Gramercy Park;

WHEREAS, County wishes to partner with a not-for-profit agency for the operation of the Neighborhood Center at Gramercy Park; and

WHEREAS, Tenant is a not-for-profit organization with the goal of preparing young minds for the future with a specific focus on arts enrichment programs for under-resourced youth in Palm Beach County; and

WHEREAS, a core service of the Palm Beach County Parks and Recreation Department is to provide for youth education and enrichment activities, including arts, and which sometimes may be accomplished through partnerships; and

WHEREAS, Section 125.38, Florida Statutes, permits County to lease County-owned property to a not-for-profit corporation which is organized for the purposes of promoting community interest and welfare provided such property is not required for County purposes; and

WHEREAS, both parties desire to enter into this Lease to increase the youth education and enrichment opportunities for residents of Palm Beach County.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, County demises and leases to Tenant and Tenant leases from County the Premises, as defined hereinafter, upon the following terms and conditions;

**ARTICLE I
BASIC LEASE PROVISIONS**

Section 1.01 Premises.

The premises which is subject to the Lease consist of approximately 1.12 acres of real property depicted as the Neighborhood Center and parking on the Conceptual Master Plan as attached hereto as Exhibit "A" (the "Premises").

Section 1.02 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date, as defined hereinafter. The Lease shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Option to Extend.

This Lease shall renew automatically, so long as Tenant shall not be in default of any terms, covenants, conditions, or payment of rent under this Lease, for one (1) year periods under the same terms and conditions of this Lease (each a "Renewal Term"), unless Tenant provides County written notice of Tenant's intent not to renew at least 120 days before the expiration of this Lease or any Renewal Term; provided, however, Tenant must submit an annual report by March 1 for the preceding year. Tenant must submit said annual report to the Director of the Palm Beach County Parks and Recreation Department (the "Contract Administrator"), with a copy to the Director of the Palm Beach County Property and Real Estate Management Division ("PREM"). Failure to timely submit an annual report shall constitute a default under the terms of this Lease.

Section 1.04 Not-for-Profit Status.

It is the intent of the parties that the Premises will be used by a not-for-profit corporation for the non-commercial operation of a Neighborhood Center. Tenant represents that Tenant has full authority to enter into this Lease and to perform or cause to be performed all of Tenant's obligations herein, and that Tenant is a not-for-profit corporation currently in good standing under Florida law. Tenant shall maintain its not-for-profit corporation status in good standing during the Term of this Lease; loss of not-for-profit status shall constitute a default under the terms of this Lease.

**ARTICLE II
RENT**

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten Dollars (\$10.00) (the "Annual Rent") payable without notice on the Commencement Date and each subsequent anniversary thereof. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. Except as otherwise expressly set forth herein, this Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes,

liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Section 2.02 Additional Rent.

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

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

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

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental for the Premises, as provided for in Section 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

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

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

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

Section 3.02 Construction of Project.

Tenant shall be solely responsible for any and all improvements, repairs alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, County may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services

and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

Section 3.05 Contractor Requirements.

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

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for providing youth enrichment/education, arts and music programming, preschool programs, after school child care programs, youth extracurricular arts and music activities, adult general education programs, and other recreational community activities in accordance with the regulations and requirements of County, Tenant's business plan, a copy of which has been attached hereto and incorporated herein as Exhibit "B", and pursuant to the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the

prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall provide onsite supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises is in use by the Tenant or its invitees, such use shall be under the control and supervision of the Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or sublet to any other groups, foundations, or persons not authorized by County. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises.

Tenant shall be in full control of the operation of the Premises, and shall set and establish the times of operation and the rules and regulations for use by the public. Tenant shall not use the Premises prior to 6:00 AM EST or later than 11:00 PM EST unless approved in advance by the Contract Administrator. Tenant shall ensure that all access areas to the Premises are locked and secured outside of normal operating hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant may allow the County and not-for-profit entities organized for the purpose of promoting community interest and welfare, as determined by Tenant in its reasonable discretion, to use meeting rooms at the Premises as long as such use is not materially and unreasonably disruptive to licensed childcare activities and the functioning of the Neighborhood Center and there is no fee charged for such use. Tenant shall maintain a record of use of the meeting rooms as aforesaid, including the name of the entity or group and the date and time of such use and shall provide the same to County annually. Tenant shall allow the general public the use of its parking lot and driveway for access to Gramercy Park, provided that the use does not materially and unreasonably interfere with the conduct of the business of the Tenant.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and the Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

Tenant agrees that the Premises shall not be used to participate or engage in political activities that promote or oppose a specific candidate for public office (although it may host political forums or functions in which all candidates for an office are invited to participate).

Tenant agrees to administer, in good faith, a Drug-Free Workplace Policy designed to ensure that the Tenant's employees, premises, agents and subcontractors are free from the illegal use, possession, or distribution of drugs or alcohol.

Section 4.02 Use of Facilities for County Business and Programs.

Tenant will provide a process for County's reasonable use of conference and meeting

rooms located on the Premises for free County programs, County meetings, and County business at no charge to County beyond reasonable reimbursement to Tenant for actual out-of-pocket costs when not otherwise scheduled for activities associated with the Premises. Use of the conference and meeting rooms by County will be at Tenant's discretion and at a duration and frequency commensurate with other nonprofit/government agency partners.

Section 4.03 Americans with Disabilities Act.

Tenant shall comply with the applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

Section 4.04 Waste or Nuisance.

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

Section 4.05 Governmental Regulations.

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

Section 4.06 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of Leases and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of this Lease, including any renewals thereof, if applicable, all individuals shall be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information with respect to any activity occurring at the Premises or conducted pursuant to this Lease. Failure to meet this requirement shall be considered default of this Lease. Tenant warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.07 Surrender of Premises.

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

Section 4.08 Hazardous Substance

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

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

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

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

Section 4.09 Park Rules and Special Events.

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance, County

Code Chapter 21, as the same may be amended, with respect to any and all rules, hours of operation and/or any Special Event, as defined below, occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the County's Parks and Recreation Department's Special Event staff for a Special Event occurring on the Premises. For the purposes of this Section, a "Special Event" shall be any Tenant activity or event for which Tenant is requesting the use of any Park's facilities outside the Premises or which may impact any entrances to the Park. Requests for approval shall follow County's Parks and Recreation Department's Policies and Procedures and be submitted no later than ninety (90) days prior to the anticipated start of the event. County's Special Events staff shall have fifteen (15) business days to review the request and approve or deny same. In the event that a request for use of the Park facilities in conjunction with a Special Event is denied, the County will provide specific reasons for such denial and Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the Special Event to address the County's reasons for such denial.

Section 4.10 Permits and Licenses Generally.

Tenant expressly covenants, warrants, and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however, designated, as may be required at any time throughout the entire term of this Lease or any extension thereof by any Federal, State, County or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities, for any activities of Tenant conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request by County, Tenant shall provide to County certified copies of any and all permits and licenses which County may request.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

Section 5.01 Responsibility of County and Tenant.

County shall perform any structural maintenance required for the Premises including parking, pavement, landscaping, and irrigation, as well as the Neighborhood Center's roof, foundation, windows, siding, life/safety systems, major electrical and plumbing repairs, exterior painting and door locks and HVAC system. In addition, County shall conduct preventative maintenance for major components such as heating, air-conditioning, plumbing, air quality and roof in accordance with applicable building codes.

Tenant shall be responsible for routine maintenance including, but not limited to, janitorial services (including keeping exterior grounds free of litter and debris), interior and exterior pest control, interior painting, and all minor repairs, at Tenant's sole cost and expense. In addition, Tenant shall ensure that toilets, sinks, and other plumbing fixtures are unclogged and not damaged; Tenant will be responsible for clogged toilets (including gaskets and internal parts such as flush mechanisms), general sink faucet leaks, AC filters, and light bulb replacement. Tenant shall

repair/replace, at its sole cost and expense, any structural damage to the Premises which Tenant, or its agents, contractors, employees or invitees may cause. In the event Tenant fails to properly perform the repair/replace obligations required herein, County shall provide Tenant with written notice thereof; in the event Tenant fails to take appropriate corrective action within fifteen (15) days, County may perform any required repair/replacement and Tenant shall be liable for all costs and expenses incurred by County.

Section 5.02 County's Right to Inspect.

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

**ARTICLE VI
UTILITIES**

County shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE VII
INSURANCE**

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease. Tenant shall cause any contractor or subcontractor performing work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a

primary basis.

Section 7.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.05 Loss Payee Endorsement.

Tenant shall cause the Property, Flood and Windstorm Insurance policies to be endorsed to add the County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.06 Certificate of Insurance.

Tenant will deliver to EBIX, the County's authorized insurance tenant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX which is Palm Beach County's insurance management system. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood, or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair, or rebuild the buildings, betterments, and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.10 Right to Revise or Reject.

County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

Section 7.11 No Representation of Coverage Adequacy.

The limits, coverages, or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.12 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01 of this Lease, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.05 of this Lease. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Lease or due to the acts or omissions of Tenant.

**ARTICLE IX
DESTRUCTION OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then County, after County's receipt of the insurance proceeds described in Section 7.04 of this Lease, may, at its sole option, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively, County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event County elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

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

**ARTICLE XI
DEFAULT**

Section 11.01 Default by Tenant.

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

Section 11.02 Default by County.

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

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel this Lease for any reason upon six (6) months prior written notice to Tenant.

**ARTICLE XIII
QUIET ENJOYMENT**

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

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

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

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-355-4398

and a copy to:

Palm Beach County Parks and Recreation Department
Attention: Director
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6614
Fax: (561) 963-6734

(b) If to Tenant at:

Faith's Place Center for Arts Education, Inc.
Attention: Director
954 44th Street
West Palm Beach, Florida 33407
Telephone: 561-855-6807
Email: faithplacefe@gmail.com

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

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "C", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the

ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to County pursuant to Section 14.02 of this Lease.

Section 14.04 Severability.

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

Section 14.05 Broker's Commission.

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

Section 14.06 Recording.

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

Section 14.07 Waiver of Jury Trial.

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

Section 14.08 Governing Law and Venue.

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.09 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 County's public health unit.

Section 14.10 Time of Essence.

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

Section 14.11 Waiver; Accord and Satisfaction.

The waiver by County of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.12 Non-Exclusivity of Remedies.

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

Section 14.13 Construction.

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

Section 14.14 Incorporation by Reference.

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

Section 14.15 Survival.

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

Section 14.16 No Third Party Beneficiary.

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

Section 14.17 Palm Beach County Office of the Inspector General Audit Requirements:

Palm Beach County has established the Office of the Inspector General in Palm Beach

County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 14.18 Public Entity Crimes.

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

Section 14.19 Headings.

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

Section 14.20 Condemnation.

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

Section 14.21 Criminal History Records Check.

Tenant, Tenant's employees, subcontractors of Tenant, and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Tenant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Tenant acknowledges that its Lease price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by County.

This Lease may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing County department will contact the Tenant(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. Tenant shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to County. If Tenant or its subcontractor(s) terminates an employee who has been issued a badge, Tenant must notify County within two (2) hours. At the time of termination, the Tenant shall retrieve the badge and shall return it to County in a timely manner.

County reserves the right to suspend the Tenant if Tenant 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact County regarding a terminated Tenant employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

Section 14.22 Independent Contractor Relationship

Tenant is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of the Lease. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to Tenant's sole direction, supervision, and control. Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Tenant's relationship and the relationship of its employees to County shall be that of an Independent Contractor and not as employees or agents of County. Tenant does not have the power or authority to bind County in any promise, agreement, or representation.

Section 14.23 Interactions with County Staff.

In all interactions with County staff, Tenant and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

Section 14.24 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when (i) signed by all parties; (ii) approved by the Palm Beach County Board of County Commissioners; and (iii) the Certificate of Occupancy has been issued for the Premises and County has accepted the building. (the “Effective Date”).

Section 14.25 Human Trafficking Affidavit.

Tenant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Tenant has executed Exhibit “D”, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed and delivered in the presence of:

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller Palm Beach County

By: _____
Deputy Clerk

COUNTY:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Department Director

SIGNATURE PAGE TO LEASE AGREEMENT between PALM BEACH COUNTY and FAITH'S PLACE CENTER FOR ARTS EDUCATION, INC.

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

Faith's Place Center for Arts Education, Inc., a Florida not-for-profit corporation

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
THE "PREMISES"

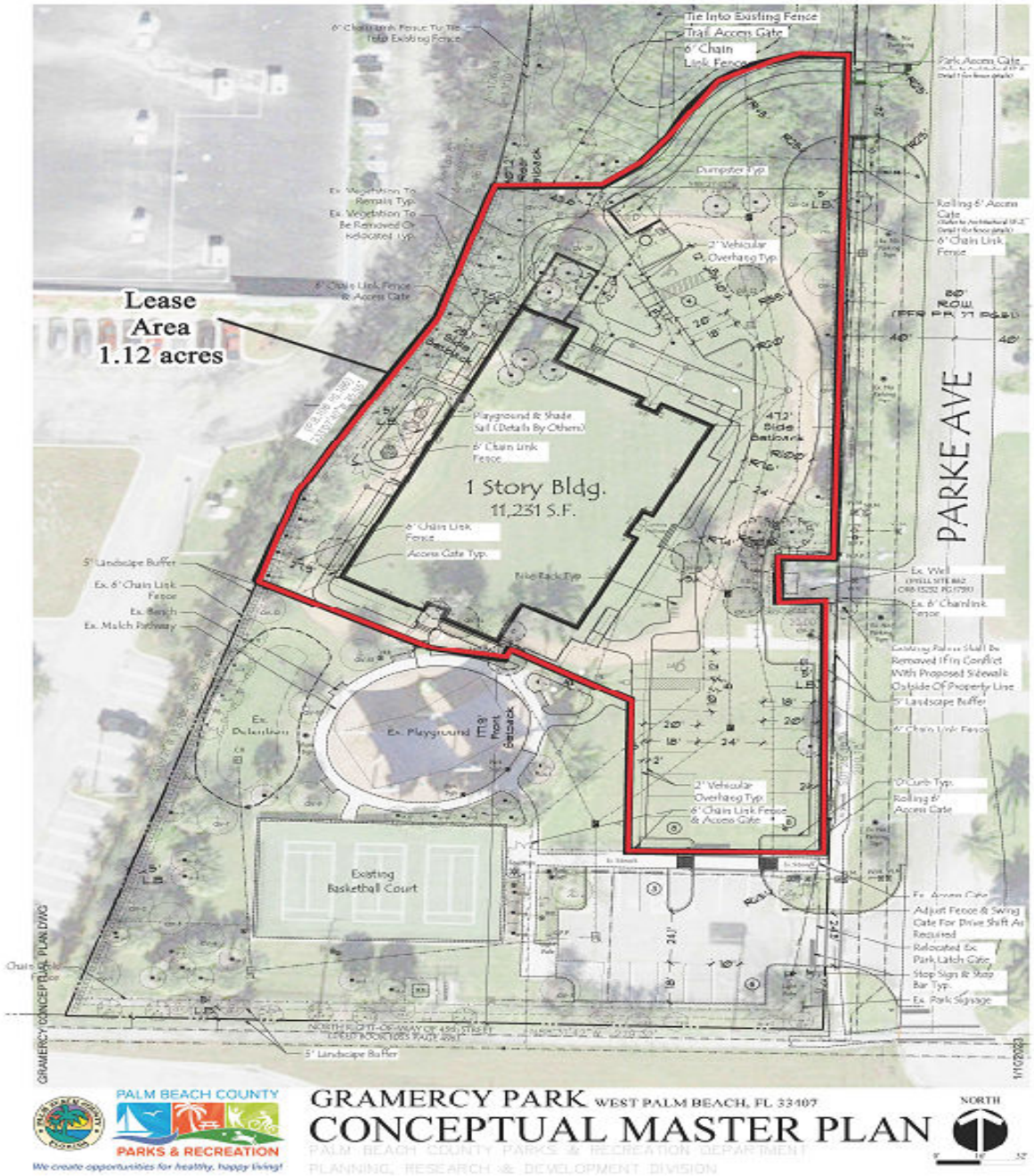


EXHIBIT “B”
TENANT’S BUSINESS PLAN



Center for Arts Education, Inc.



Noble Lockhart-Mays, Director
500 22nd Street
West Palm Beach, Florida 33407

Faith's Place Center for Arts Education, Inc.

Executive Summary

Overview

Faith's Place Center for Arts Education is an organization that serves underprivileged youths in Palm Beach County. It provides Preschool for 3, 4 and 5-year olds as well as after school arts enrichment for school aged students Kindergarten through 12th grades. The social component includes the 6 B's of Good Character which are: Be Trustworthy, Be Responsible, Be Respectful, Be Kind, Be Fair and Be Fit.



The Problem

Some of the problems that plague our inner city and have taken control of the community are the following:

- Urban PTSD (Neighborhood War Zones)
- Lack of Education
- Teenage Pregnancy
- Drugs
- Crime

The Solution

There are many approaches to finding solutions to the problem. It is our experience in serving in the inner city that the following gets the best results:

- ***Provide Healthy Outlets***- Allow students to express themselves both artistically and emotionally through the arts to help with trauma they may have experienced in the neighborhood.
- ***Empower through Education***- Provide affordable preschool to families of the community to equip them to be prepared for Kindergarten and beyond. Early intervention has proven to guarantee academic success. Provide homework assistance to all students in the afterschool arts program to alleviate pressure from working parents who have long hours.
- ***Inspire through the Arts***- Have certified arts teachers instruct students in dance, percussion, band, strings, vocal, and sports.
- ***Encourage Positive Behavior***- Have team members encourage students to embrace the 6 B's in everyday life to build good character which will help to develop productive citizens.



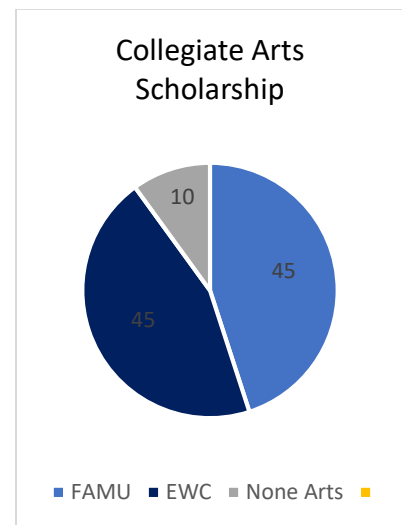
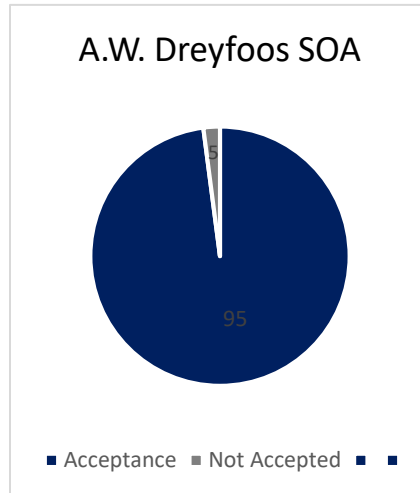
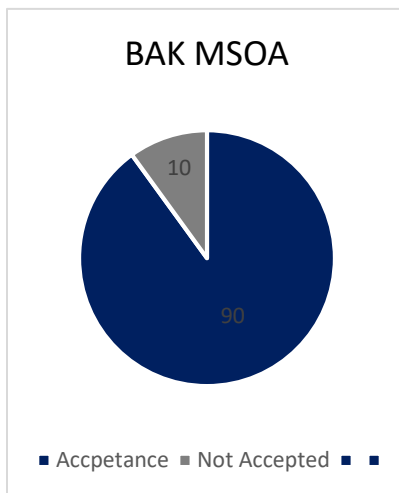
Highlights

We measure the success of our program in 4 ways:

- Academic Achievement-Report Cards, Honor Roll, Junior & National Honor Society
- Acceptance into Arts Programs
- High School Graduation
- Collegiate Arts Scholarship

Based on the End of the School Year 2019-2020. The Data shows:

GRADE LEVELS	MEASURING TOOL	DATA RESULTS
Preschool	VPK Assessment Part 3	80% Exceeding Expectations 15% Meeting Expectations 5% Approaching
Kindergarten - 2 nd	Standards Based Report Card	40% Exemplary & Honor Roll 59% Proficient & Honor Roll 1% Approaching
3 rd - 5 th	Standards Based Report Card	45% Exemplary & Honor Roll 50% Proficient & Honor Roll 5% Approaching
6 th - 8 th	District Report Cards National Junior Honor Society Inductions	88% Honor Roll & NJHS 12% C+ Average
9 th - 12 th	District Report Cards National Honor Society Inductions	100% Graduate Rate 93% Honor Roll & NJHS 7% C+ Average



Keys to Success

The keys to our success are in direct correlation with stellar programming and our presence in the community through performances. The more we perform for the Mayors of various cities, on the island of Palm Beach, at church services and several other places and events throughout our county, the more people want to send their children to Faith's Place.

Financial Stakeholders

Our Financial Stakeholders include **Florida VPK** that funds our Preschool programs. **The Office of Early Learning Coalition of Palm Beach County** funds the after-school arts enrichment program. **Youth Services of Palm Beach County** funds our summer All-Star Arts & Sports Camp. We participate in **Prime Time's** Q.I.S. (Quality Improvement System) Program which is a prerequisite to securing contracts with the previously mentioned organizations. Prime Time also provides scholarships to our staff to earn a free B.A. Degree from Palm Beach State College.



Brief History of Organization

Faith's Place Center for Arts Education is the hope of Noble Lockhart-Mays manifested. While teaching at Lincoln Elementary as a 3rd/4th grade teacher, Mrs. Mays met a young man who was in her class and joined her SECME (Science, Engineering, Communication, Mathematics) after school club. She went to pick him up from his house for a Saturday competition when she met his 16-year-old brother. He told Mrs. Mays to take care of his little brother because they didn't usually allow him to go with strangers. He said this because he was the only father they had in their lives. Their dad was in prison for life. Mrs. Mays assured him that his little brother was in good hands. A week later Mrs. Mays called the roll for her class and noticed the little boy didn't answer. The students let Mrs. Mays know that he was not there because his brother was killed the night before. Mrs. Mays buzzed the front office and told them she was going to split her class so she could go to the little boy's home to check on the family. Once she arrived, he ran to the front door and embraced her with a big hug sobbing. While talking to his mother she told Mrs. Mays the words that helped to birth Faith's Place which were, "If my son had a safe place to go after school, he would be alive today." Those words impacted Mrs. Mays so much that she went home and began to write a business plan for a company that provided a safe place for underprivileged youths to attend after school.

After securing a lease through the City of West Palm Beach, Faith's Place opened its doors in the Fall of 2012 with 12 students, limited resources and much hope for students and their futures. We ended our first year with 58 students, our second year with 72 and gained momentum each year until we reached our license capacity of 120 by the fourth year. We now continue to meet capacity with a wait list of over 40 students.

We started by going door to door in the Pleasant City neighborhood telling families about our program that would soon begin in the Pleasant City Community Center. We let them know that it would be affordable and showed them ways to receive a scholarship that could help them pay for preschool and after school arts enrichment. We gave them the info in a 3-minute empowerment speech to capture their interest and develop trust.

We began by offering homework assistance, recorders, steel drums, and drumline in the formative years. A family walked through and wanted to donate more to enhance the program. They donated 5 weighted key pianos, 5 violins and orff percussion (African Drums). Everything took off in a different kind of way with the new instruments. With it came a need for more instructors. We were fortunate enough to grow into serving more students in the program which gave a financial boost to hire more staff.

Our program went from a hobby oriented after school extracurricular activity to a legitimate Arts Prep Program. A program that assisted not only preschool and school aged students in auditioning and earning acceptance into premier arts schools but high school seniors as well. We help students prepare for collegiate auditions in the areas of band, vocal and dance. We have a high success rate of our students excelling academically and, in the arts, thus making us a well sought after program for students in Palm Beach County and beyond.

Operational Plan – Current Programming

Faith's Place *current programs* consist of the following:

- **Preschool-** the preschool is designed for students who are 3, 4 and 5 year olds. It is a Montessori approach to learning where students are encouraged to learn at their own pace starting at age 3. Keeping with the true Montessori experience, it is the hope of Faith's Place that families keep their students in the program to achieve the desired results of preparation for Kindergarten. Highlights include-
 - Free VPK (Voluntary Prekindergarten) 4 year olds
 - Daily Music & Movement Arts Class
 - Monthly Educational Field Trips
 - Free Meal Program (Breakfast, Lunch & Snack)
 - Nap Time

- **After School Arts Enrichment-** the after-school arts enrichment programs is designed to establish a love and appreciation for the arts through classes, activities, and performances.
 - *Arts Preparation-* prepares students for auditions for The Conservatory School, BAK Middle School of the Arts, A.W. Dreyfoos SOA and G-Star School of the Arts. 90% of all students who audition from Faith's Place gain acceptance into the programs of their choice.
 - *Science/Engineering Programs-* helps prepare students for the schools offering science, mathematics and technology programs. These schools include but are not limited to Suncoast and Atlantic Community High Schools.

- **Extracurricular Arts Activities-**
 - Choir- Show, Classical & YSPB
 - Band- Concert & Marching
 - Percussion- Marimba, Xylophone & Drumline
 - Dance- Ballet, Modern, Jazz & Liturgical

- **Partnerships-**
 - Faith's Place partnered with the Young Singers of the Palm Beaches- our students participate in Palm Beach County's largest choir that performs twice a year on the Kravis Center's main stage.



Operational Plan – Proposed Programming

Faith's Place *proposed programs* for Preschool to School Aged Students consist of the following:

- **Preschool-** Montessori Curriculum for 3,4, and 5 year olds
 - Free VPK (Voluntary Prekindergarten) 4 year olds
 - Daily Music & Movement Arts Class
 - Monthly Educational Field Trips
 - Free Meal Program (Breakfast, Lunch & Snack)
 - Nap Time

- **After School Arts Enrichment-**Programming that provides:
 - Arts Preparation
 - Science/Technology/Engineering/Arts/Math (STEAM) Programs
 - Prime Time's Extended Learning Opportunities
 - Science Museum, Palm Beach Zoo

- **Extracurricular Arts Activities-**
 - Choir- Show, Classical & YSPB
 - Brass & Woodwind Instruments
 - Percussion- Drumline
 - Dance- Ballet, Modern, Jazz & Liturgical

- **Partnerships-**
 - Students benefit from the partnership with *Young Singers of the Palm Beaches* because they can participate in Palm Beach County's largest choir that performs twice a year on the Kravis Center's main stage.
 - Students and Staff benefit from the partnership with *Prime Time*. Students participate in classes provided as ELO's from the Florida Fishing Academy, Science Museum, Green Mouse Academy, and the Palm Beach Zoo. Through our partnership with Prime Time we offer our staff an opportunity to earn a free Bachelor's Degree from PBSC in Supervision & Management.

Faith's Place *proposed programs* for Adults ages 19-30 consist of the following:

- **G.E.D. Prep Class-**
 - Classes will be offered to adults who desire to earn their General Education Development past the age of 18 which is our attempt to empower through education and positively impact our community.

Faith's Place *proposed programs* for Adults ages 55-Up consist of the following:

- **Foster Grandparent-**
 - Seasoned adults volunteer as preschool foster grandparents in the preschool classroom. This is especially important for students who haven't experienced the care from an older family member.

- **Chair Yoga-**
 - Adults ages 55-Up have the opportunity to work out using Chair Yoga twice a month. This course is taught by our Artist in Residence Ellis Elliott.

Staff Experience and Qualifications 1

Name	Position	Education	Experience & Qualifications
Noble Lockhart-Mays	Director	Liberty University <ul style="list-style-type: none"> • Doctoral Candidate Master's Degree <ul style="list-style-type: none"> • Educational Leadership Bachelor's Degrees <ul style="list-style-type: none"> • Elementary Education • Psychology 	Florida Department of Education Teacher Certified <ul style="list-style-type: none"> • Elementary Education K-6 • Educational Leadership K-12 School District of Palm Beach County <ul style="list-style-type: none"> • PreK-5th Grade & Resource Teacher Department of Children & Families <ul style="list-style-type: none"> • Advanced Director's Credential
Angela Pugh	Academic Tutor	Master's Degree <ul style="list-style-type: none"> • Educational Leadership Bachelor's Degree <ul style="list-style-type: none"> • Elementary Education 	Florida Department of Education Teacher Certified <ul style="list-style-type: none"> • Elementary Education K-6 School District of Palm Beach County <ul style="list-style-type: none"> • 2nd Grade Teacher
Alexis Lockhart	Media Specialist	Bachelor's Degree (FAMU) <ul style="list-style-type: none"> • Public Relations 	Bright Futures Educator <ul style="list-style-type: none"> • 3rd Grade Teacher "The Lockhart District" <ul style="list-style-type: none"> • CEO
Bryon Russell	Percussion Instructor	Bachelor's Degree (B-CU) <ul style="list-style-type: none"> • Criminal Justice 	School District of Palm Beach County <ul style="list-style-type: none"> • Music Teacher (K-5th) The Department of Juvenile Justice <ul style="list-style-type: none"> • Juvenile Probation Officer
Daniel Thomas	Percussion Instructor	Bachelor's Degree <ul style="list-style-type: none"> • Psychology 	School District of Palm Beach County <ul style="list-style-type: none"> • Middle School Teacher (6th-8th)
Latoya Sales Nunnally	Program Monitor	Bachelor's Degree <ul style="list-style-type: none"> • Elementary & Special Education 	School District of Palm Beach County <ul style="list-style-type: none"> • Kindergarten Teacher
Tarry Mays	Supervisor	Bachelor's Degree <ul style="list-style-type: none"> • Supervision & Management 	School District of Palm Beach County <ul style="list-style-type: none"> • 4th Grade Teacher

Staff Experience and Qualifications 2

Name	Position	Education	Experience & Qualifications
Ronika Pugh	PreK Teacher Dance Instructor	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Florida Department of Early Education Teacher Certification <ul style="list-style-type: none"> • Pre-Kindergarten (Ages Birth to 5) Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Leondra Swails	PreK Teacher	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Florida Department of Early Education Teacher Certification <ul style="list-style-type: none"> • Pre-Kindergarten (Ages Birth to 5) Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Norman Bain	Music Teacher	Associate of Arts Degree *Human Services with a Concentration in Youth Development	Department of Children & Families <ul style="list-style-type: none"> • Staff Credential • 40 Hour Childcare Credential
Name	Position	Education	Experience & Qualifications
Gareth Johnson	Strings Instructor	Master's Degree <ul style="list-style-type: none"> • Music Performance 	School District of Palm Beach County <ul style="list-style-type: none"> • Artist in Residence (Arts Programs)
Ellis Elliott	Dance Instructor	Master of Fine Arts <ul style="list-style-type: none"> • Writing 	Dance Arts Iowa <ul style="list-style-type: none"> • Director & Owner
Terrion Nelson	Vocal Instructor	Bachelor's Degree <ul style="list-style-type: none"> • Music Education 	School District of Palm Beach County <ul style="list-style-type: none"> • Music Teacher (K-12)

Financial Ability and Information

Financial Statements and Compilation Reports

2017-2019

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2019

Donaldson CPA

Your Personal CPA: Credible, Accountable, Dependable...

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Faith's Place Center for Arts & Education, Inc.

We have compiled the accompanying Statement of Financial Position of Faith's Place Center for Arts & Education, Inc. as of December 31, 2019, and the related the related Statement of Activities and Changes in Net Assets and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2019

Current Assets

Cash and cash equivalents	\$ 603
Other Assets	<u>90,977</u>

Total Assets **91,580**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>91,580</u>
--------------	---------------

Total Net Assets **91,580**

Total Liabilities and Nets Assets **\$ 91,580**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2019

Revenues and other support

Contributions and grants	\$ 276,157
Program service revenue	<u>68,477</u>

Total revenue and support **344,634**

Expenses

Contract Labor	20,076
Accounting	1,200
Music Supplies and Equipment	24,720
Payroll	113,287
Payroll Taxes	8,666
Office and Administrative	43,481
Food Service and Meals	49,916
Rent	3,000
Travel	50,753
Insurance	570
Scholarships	<u>9,500</u>

Total Expense **325,169**

Change in net assets	19,465
Net assets at beginning of year	72,115
Net assets at end of year	<u>\$ 91,580</u>

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2019

Cash flows from operating activities:

Change in net assets \$ 19,465

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (24,056)

Net cash used by operating activities (4,591)

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents (4,591)

Cash and cash equivalents, beginning of year 5,194

Cash and cash equivalents, end of year \$ 603

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2018

Donaldson CPA

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
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June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2018

Current Assets

Cash and cash equivalents	\$ 5,194
Other Assets	<u>66,921</u>

Total Assets **72,115**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>72,115</u>
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Total Net Assets **72,115**

Total Liabilities and Nets Assets **\$ 72,115**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2018

Revenues and other support

Contributions and grants	\$ 255,088
Program service revenue	<u>70,750</u>

Total revenue and support **325,838**

Expenses

Accounting	1,200
Music Supplies and Equipment	18,401
Payroll	114,553
Payroll Taxes	7,676
Office and Administrative	27,901
Food Service and Meals	43,864
Rent	2,400
Travel	53,993
Insurance	10,200
Scholarships	<u>24,103</u>

Total Expense **304,291**

Change in net assets	21,547
Net assets at beginning of year	50,568
Net assets at end of year	<u>\$ 72,115</u>

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED DECEMBER 31, 2018

Cash flows from operating activities:

Change in net assets \$ 21,547

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (17,382)

Net cash used by operating activities (4,165)

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents (4,165)

Cash and cash equivalents, beginning of year 1,029

Cash and cash equivalents, end of year \$ 5,194

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
FINANCIAL STATEMENTS AND COMPILATION REPORT
AS OF DECEMBER 31, 2017

Donaldson CPA

Your Personal CPA: Credible, Accountable, Dependable...

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Faith's Place Center for Arts Education, Inc.

We have compiled the accompanying Statement of Financial Position of Faith's Place Center for Arts & Education, Inc. as of December 31, 2017, and the related the related Statement of Activities and Changes in Net Assets and cash flows for the year then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

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June 18, 2020

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF FINANCIAL POSITION
YEAR ENDED DECEMBER 31, 2017

Current Assets

Cash and cash equivalents	\$ 1,029
Other Assets	<u>49,539</u>

Total Assets **50,568**

Liabilities

Long-term debt	<u>-</u>
----------------	----------

Total Liabilities **-**

Net Assets

Unrestricted	<u>50,568</u>
--------------	---------------

Total Net Assets **50,568**

Total Liabilities and Nets Assets **\$ 50,568**

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF ACTIVITIES AND CHARGES IN NET ASSETS
YEAR ENDED DECEMBER 31, 2017

Revenues and other support

Contributions and grants	\$	206,420
Program service revenue		<u>193,873</u>

Total revenue and support **400,293**

Expenses

Contract Labor	53,213
Accounting	900
Music Supplies and Equipment	29,018
Payroll	112,296
Payroll Taxes	8,047
Office and Administrative	57,406
Advertisement	1,203
Food Service and Meals	38,752
Rent	1,500
Travel	47,135
Insurance	3,096
Depreciation	<u>4,966</u>

Total Expense **357,532**

Change in net assets	42,761
Net assets at beginning of year	<u>7,807</u>
Net assets at end of year	<u>\$ 50,568</u>

FAITH'S PLACE CENTER FOR ARTS & EDUCATION, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2017

Cash flows from operating activities:

Change in net assets \$ 42,761

Adjustments to reconcile change in net assets to net cash
provided by operating activities:

Increase in Other Assets (46,976)

Depreciation (4,966)

Net cash provided by operating activities 751

Cash used in investing activities -

Cash used in financing activities -

Net change in cash and cash equivalents 751

Cash and cash equivalents, beginning of year 278

Cash and cash equivalents, end of year \$ 1,029

Letters of Recommendation

*Anita Winkis- **Quality Advisor**- Prime Time of Palm Beach County*

*Melanee Blankstein- **Managing Director**- Young Singers of the Palm Beaches*

*Leah Rockwell- **Director of Parks & Rec.**- City of West Palm Beach*



June 30, 2020

To whom it may concern;

Faith's Place Centers for Arts and Education provides high-quality opportunities for youth by facilitating activities in a safe and nurturing environment.

Ms. Noble Mays goes above and beyond the typical afterschool and summer camp director responsibilities. She ensures youth have access to services and resources they need, even if she has to provide them for the youth herself. This also extends to her staff, whom she genuinely cares for in every way possible by encouraging them to take advantage of educational opportunities, providing them with housing options when needed and motivating them to be the best they can be as they work to empower the youth in the program to strive for excellence.

Faith's Place participates in Prime Time of Palm Beach County's Quality Improvement System to continue the vision of high quality.

Kind Regards,

Anita Winkis

Anita Winkis

Quality Advisor

Prime Time Palm Beach County, Inc.

2300 High Ridge Road, Suite 330

Boynton Beach, Florida 33426

Cell: 561-603-8767

Phone: 561-600-9535

Fax: 561-732-8094

www.primetimepbc.org



YOUNG SINGERS OF THE PALM BEACHES

Raymond F. Kravis Center for the Performing Arts - 701 Okeechobee Blvd. Suite 305 - West Palm Beach, FL 33401
Phone: (561) 651-4413 - Fax: (561) 828-2938 - www.yspb.org

July 1, 2020

To Whom it May Concern:

Young Singers of the Palm Beaches is honored to offer a letter of support for Faith's Place and its founder Noble Lockhart-Mays. From the moment we met Noble Lockhart – Mays, we knew that working with Faith's Place would be a win-win proposal for both organizations and their students.

It all started with a visit to Faith's Place by our Artistic Director Shawn Berry. Upon his return to the office he announced that we had to find some way to offer Faith's Place students scholarships to be a part of Young Singers. Noble jumped at the chance to have this opportunity for her students. She did not see this as a threat to her program but a chance for these students to grow and have experiences outside their neighborhood. That speaks volumes to the philosophy of Faith's Place, it is a springboard for the students to explore and develop their talents. At Faith's Place **education is paramount**. After our first season together, we knew we had a common goal that made us great partners – the success of our students.

Faith's Place provides amazing opportunities for its students. Their programs are of the highest quality and teach that practicing excellence creates a fulfilling life. Although demanding, the students always rise to the occasion. They are respectful, kind and compassionate because the example is set by the dedicated staff.

Through our collaborations we provide afterschool programming, scholarships and performance opportunities to the students of Faith's Place. We only wish we could do more to support the efforts of Noble and her team. They are in the trenches making a difference through the arts. If not for their support and belief in these students many would be on a completely different path. As Americans we frequently quote the line, "this is the land of opportunity" but Faith's Place teaches their students the skills it takes to turn the opportunity into reality.

Sincerely,

Melanee Blankstein

Melanee Blankstein
Managing Director



WEST PALM BEACH

Parks & Recreation

July 1, 2020

RE: Faith's Place Center for Arts Education and Faith's Place Center for Education

To Whom It May Concern,

Under the leadership of Noble Lockhart Mays, Faith's Place Center for Arts Education is an amazing program for children. Their exposure to the arts is invaluable. Faith's Place instructors and teachers are truly inspirational, making a difference in the lives of the children and families they serve.

Faith's Place has been a partner of the City of West Palm Beach in providing out-of school programming since 2013. We could not be more impressed with the outcomes which they have achieved for their children. They are award winning and sought after to perform at events all over the state of Florida.

Please note, we have only put programming at the Pleasant City Community Center, where Faith's Place is currently housed, on hold due to much needed renovations which have been funded through the County's penny sales tax initiative. Once renovations have been completed, we would welcome Mrs. Mays and Faith's Place for Arts Education to return should the Center continue to meet her needs based on her growing enrollment - a testament to her passion for guiding each child to be the best they can be.

Should you have the ability to provide space for Faith's Place to continue their work, you will not be disappointed.

Sincerely,

Leah Rockwell

Leah Rockwell, CPRE
Director of Parks and Recreation
561/804-4904
lrockwell@wpb.org

City of West Palm Beach
Department of Parks and Recreation
401 Clematis Street, 3rd Floor
P.O. Box 3366
West Palm Beach, FL 33401
www.wpb.org/parks

EXHIBIT "C"

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Noble Mays, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Faith's Place Center for Arts Education, Inc., (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "1" (the "Premises").

2. Affiant's address is: 954 44th Street, West Palm Beach, FL 33407.

3. Attached hereto, and made a part hereof, as Exhibit "2" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Affiant Name: Noble Mays

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by Noble Mays [] who is personally known to me or [] who has produced _____ as identification and who () did () did not take an oath.

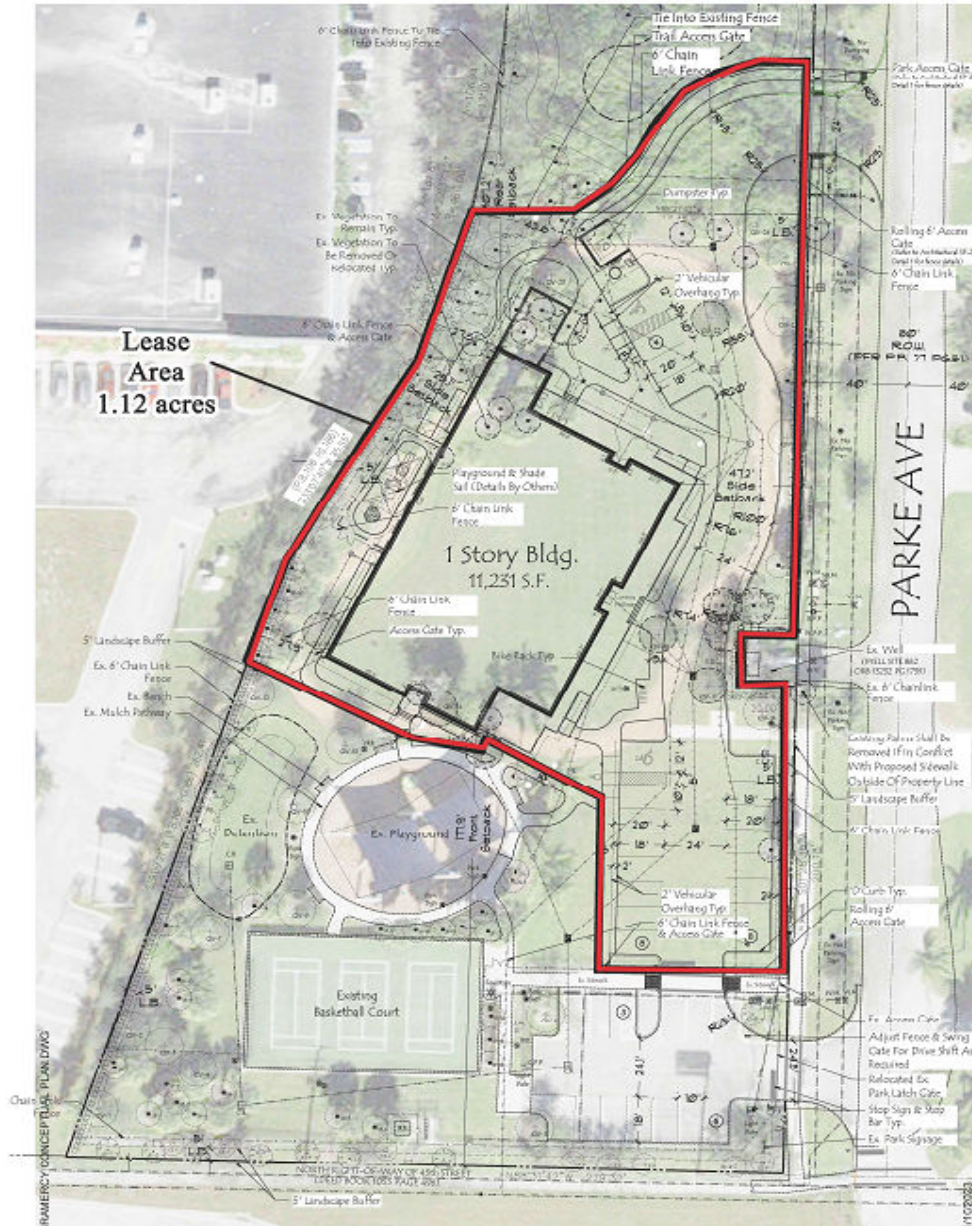
Notary Public

(Print Notary Name)

Commission Number: _____
My Commission Expires: _____

EXHIBIT "1" TO TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

PREMISES



GRAMERCY PARK WEST PALM BEACH, FL 33407
CONCEPTUAL MASTER PLAN
 PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
 PLANNING, RESEARCH & DEVELOPMENT DIVISION



EXHIBIT “2” TO TENANT’S DISCLOSURE OF BENEFICIAL INTEREST

SCHEDULE TO TENANT’S DISCLOSURE OF BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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None. Faith’s Place Center for Arts Education, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.

EXHIBIT “D”

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **FAITH’S PLACE CENTER FOR ARTS EDUCATION, INC.** (Tenant) and attest that Tenant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, _____ day of _____, by _____.

Personally known OR produced identification .

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)