

RESOLUTION NO. 17-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY AND THE STAR OF THE SEA FOUNDATION, FOR USE OF A PORTION OF THE GYMNASIUM LOCATED AT THE JOSEPHINE PARKER CITY HALL AT HISTORIC GLYNN R. ARCHER SCHOOL AS THE SOS COMMUNITY CENTER KITCHEN, PURSUANT TO SECTION 2-941(c) OF THE CODE OF ORDINANCES, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Star of the Sea Foundation has proposed to construct and operate the SOS Community Center Kitchen at the City Hall gymnasium; and

WHEREAS, the Star of the Sea Foundation has identified funding and labor to construct commercial kitchen facilities and related improvements at its own cost in a timely manner in a portion of the gymnasium; and

WHEREAS, the City Commission finds that occupancy of the property by the SOS Community Center Kitchen, pursuant to the terms and conditions set forth in a lease agreement, would provide a valuable public benefit and is otherwise consistent with City Code of Ordinances section 2-941(c);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the City Manager is authorized to execute the attached lease agreement between the City and The Star of the Sea Foundation, for use of a portion of the gymnasium at Josephine Parker City Hall at Historic Glynn R. Archer School as the SOS Community Center Kitchen, upon consent of the City Attorney.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 22 day of February, 2017.

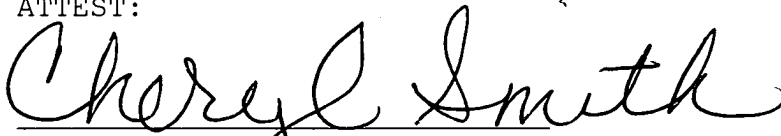
Authenticated by the Presiding Officer and Clerk of the  
Commission on  23  day of  February , 2017.

Filed with the Clerk on  February 23 , 2017.

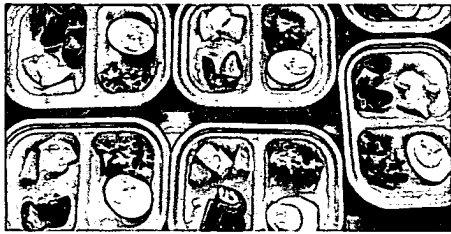
Mayor Craig Cates	<u> Yes </u>
Vice Mayor Clayton Lopez	<u> Yes </u>
Commissioner Sam Kaufman	<u> Yes </u>
Commissioner Richard Payne	<u> Yes </u>
Commissioner Margaret Romero	<u> No </u>
Commissioner Billy Wardlow	<u> Yes </u>
Commissioner Jimmy Weekley	<u> Absent </u>

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

# SOS Community Center Kitchen



*The Star of the Sea Foundation*

# Star of the Sea Foundation, Inc.



dba/ Star of the Sea Outreach Mission

5640 Maloney Ave.

Key West, FL. 33040

(305) 292-3013 Fax (305) 292-3014

www.sosmission.org

January 2017

Key West City Commissioners  
1300 White Street  
Key West, FL 33040

The Star of the Sea Foundation Community Kitchen was designed to address the immediate and long-term nutritional needs of vulnerable Monroe County residents, most especially our children and seniors. Under the direction of a dedicated Nutrition Team, the Community Kitchen will enable SOS to 1) prepare healthy meals for federally-funded children's and senior citizens' nutrition programs; 2) orchestrate interactive cooking demonstrations and nutrition education classes to foster healthier eating habits; 3) create job-training and internship opportunities for individuals who are unemployed or have low employment prospects; and 4) help address immediate needs for food in the event of a disaster.

Community Kitchens are a widely recognized model for healthy meal preparation, nutrition education, and job-training opportunities, and due to the versatility of such operations, a wide-range of possible programs and synergies are possible between diverse organizations.

**Healthy Meals for Children and Seniors** – SOS is currently operating at a temporary kitchen to prepare healthy, more diversified meals for children from low-income families and senior citizens. Utilizing federal guidelines, our Registered Dietician plans nutritious meals for children enrolled at the Boys and Girls Clubs in Key West and Big Pine, the Bahama Village Music Program and Douglas Gym, the Key Largo YMCA, and Early Learning Coalition childcare centers. Through this program we aim to 1) ensure more young children have ready access to nutritious alternatives to processed and/or fast foods, and 2) *relieve a substantial financial burden for low-income families and income-constrained senior citizens.*



**Nutrition Education** –SOS's Registered Dietician will conduct nutrition education classes and interactive cooking demonstrations, both of which are intended to teach clients how to maintain and improve their health through the food choices they make and the techniques they use to prepare their food. In partnership with the Health Department, SOS will make available nutrition resources that may not be readily available to low-income clients in an effort to 1) magnify the benefits of the healthy food distributions already occurring at the SOS pantry, partner agencies, and Community Kitchen, and 2) adopt a more comprehensive approach to addressing food insecurity and chronic, food-related illnesses.

**Job Training** – Partnering with Career Source South Florida, SOS trains individuals interested in careers in the food service industry who are currently un/underemployed or facing barriers to full-time employment. Program participants learn a range of food service skills while also helping SOS kitchen staff to prepare the meals we serve each day. SOS has already created five new full-time positions through our operations at the Community Kitchen.

**Disaster Response** – The permanent kitchen is complimented by a 28' mobile production kitchen, a 26,000 kW mobile generator, and a 53' support trailer that is divided into three compartments, affording 560 feet<sup>3</sup> of freezer capacity, 612 feet<sup>3</sup> of refrigeration capacity, and over 1500 feet<sup>3</sup> of prep space and air-conditioned storage.

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These units can be quickly deployed to address the immediate nutritional needs of Monroe County residents in the event of a natural disaster.

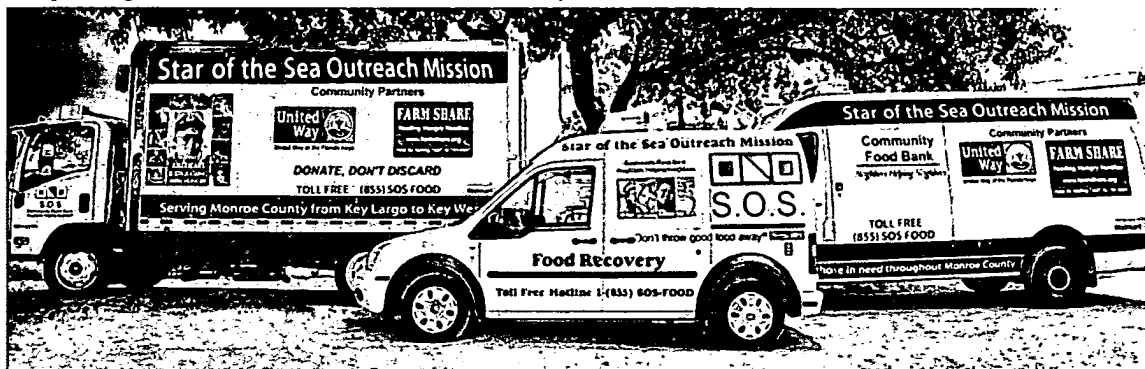
## Program Logistics

**Funding** – The Star of the Sea Foundation has reserved in excess of \$250,000 from grants and private donors to fully equip a commercial-grade Community Kitchen. This is a turnkey project lacking only a suitable location.

**NCCC Team** – The National Civilian Community Corps (NCCC) is a federal service program that deploys teams across the country to work on direct-service projects for non-profits, local municipalities, and state and federal agencies. This is the first time any organization in Monroe County has been selected to receive an NCCC team, and the 11-member team will work on the SOS Community Kitchen for seven weeks. The team has extensive experience, and their donated labor represents a tremendous cost-saving for SOS. However, due to the team's predetermined schedule, if an adequate building is not secured in the coming weeks, SOS will have to forego the opportunity to work with the NCCC Team.

**Hours of Operation** – When preparing meals for the Child and Senior Nutrition Program, the Kitchen will be utilized from 7:00 am until 4:00 pm on Monday through Friday. In order to reach the widest possible audience, the Kitchen may operate one (1) night per week and an occasional weekend day in order to conduct nutrition education classes. SOS will deliver all meals to remote sites and **NO** meals will ever be served at the Kitchen on City property.

**Food Delivery/Pick-up** – Food deliveries from the SOS Kitchen to feeding sites as well as the majority of food deliveries to the Kitchen will be made in the Food Transit Connect. The Mercedes-Benz Sprinter will also deliver to the Kitchen between two and four time per week while the largest Isuzu NPR will make very occasional deliveries, most likely less than two times per month. All food will be loaded and unloaded via the City Hall parking lot, and SOS will not utilize Seminary Street.



SOS trucks (pictured L to R): Isuzu NPR, Ford Transit Connect, and Mercedes-Benz Sprinter.

**Parking** – The City has graciously offered to designate two parking spaces in the City Hall lot for SOS. These will also provide access to the buildings entrance. No SOS trucks will not be parked in the City lot overnight.

December 23, 2016

Thomas Callahan  
Executive Director, Star of the Sea Foundation  
5640 Maloney Ave.  
Key West, FL 33040

Dear Mr. Callahan:

It is my great pleasure to tell you that your organization has been selected to receive a NCCC team in Round 3! We appreciate your hard work to provide the information we needed, and most of all, your patience during our selection process. The team you will receive is Delta 4. This is one of our specially trained Fire Teams. This means that they have undergone additional training including not only wildland fire training but expanded physical conditioning as well. That is not the limit to their abilities, however. This team served several grueling weeks on disaster response in Louisiana following the flooding disaster there. They mucked and gutted homes, provided mold remediation, and performed general construction. Most recently they served in the community of Woodville, MS where they also rebuilt homes impacted by flooding. Finally, they served with the Alachua Conservation Trust in Gainesville, FL where they focused on invasive species removal and trail building. As you can see, their experience is expansive and well-rounded. There are ten members on this experienced team and they come to you from diverse communities around the country. They chose your project from a slate of over thirty-six other available projects and I have no doubt that they will give you their best efforts, resulting in a tremendous amount of high-quality work being completed for your organization. Below you will find the specifics about their term of service with you:

- **Team arrives: Sunday, February 26th**
- **First day of work: Monday, February 27th**
- **Last day of work: Saturday, April 16th**
- **Team departs: Sunday, April 17th**

**Pre-Site Visit Information:**

**As part of this grant, we will need to complete a pre-site visit.** I will follow up with you shortly to confirm the details of your pre-site visit.

**Pre-Site Visit Details:**

Generally, pre-site visits can take anywhere 3 – 4 hours. During the visit, it is important that we connect with the person who will manage the team on a day-to-day basis. We will also need to see the space where the team would live, the facilities (showers/restrooms, kitchen, etc.) they would use and 2 – 3 of the worksites where they would complete projects. During the pre-site visit, we will also need to review the project in detail. Finally, we will answer any final questions you and your colleagues may have.

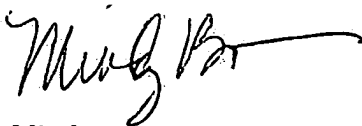
**Additional Items:**

To ensure success of the project, it is critically important at this time to:

- Begin ordering and/or accumulating supplies for the project (if applicable). This can take some time and money, so please begin this process if you have not done so already.
- Reconfirm your lodging plan for the team with any relevant parties.
- **(Mandatory)** Orientation: Begin finalizing a detailed orientation for the first day of work. This should include a safety briefing from local Police, and or, the Sheriff's office to discuss safety in their housing neighborhood and in the community.
- ~~Everyone, even those who may not interact with the team very often, should~~ know that a group of 10-12 people will descend upon their organization soon. Staff should be well-briefed about why the team is coming, and be "bought in" to the concept, so the team receives maximum support.
- Do a "reality check" of the work plan, both now and a few more times before the team's arrival. It is imperative that the team perform only the work prescribed in your application. Therefore, if any part of the work plan cannot take place for whatever reason, please let us know immediately. We will request a replacement of that work component submitted in writing. This also applies to housing plans falling through, supervisors unable to participate and other significant changes. With enough notice we are very flexible. However, failure to disclose such information until the last minute or after the team arrives can result in delay or withdrawal of the team.
- Review the Sponsor Handbook (enclosed)
- Review Get Involved! Sheet (enclosed)
- Tasha Butler will be sending the **Sponsor Agreement** shortly for your review and signature.
- Finally, a **Hand Off Conference Call** will be scheduled for the **beginning of January** to introduce you to the Team Leader.

Thank you again for all your hard work; we look forward to working together during project round 3!

Sincerely,



Mindy Brown  
Assistant Program Director for Training  
AmeriCorps NCCC, Southern Region  
2715 Confederate Avenue  
Vicksburg, MS 39180  
Office: 601-630-4079



# Star of the Sea Foundation, Inc.



dba/ Star of the Sea Outreach Mission

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Key West, FL. 33040

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www.sosmission.org

Q & A Jan 23, 2017

## **What is being proposed?**

That the city of Key West lease the Art building (aka Locker room building) located at the far end of the new City Hall property to the Star of the Sea Foundation for a 10 year term at one dollar per year to operate a Community Kitchen.

## **What is a Community Kitchen and why do we need one?**

The SOS Community Kitchen is designed to address three principal needs;

- 1) healthier nutrition for our community, particularly children and seniors
- 2) job training opportunities
- 3) disaster response with emergency food capability

We have already taken huge strides towards Disaster response capability securing a 28 ft. mobile kitchen, a 48 foot support trailer that includes tremendous refrigeration, freezer and dry storage capacity, and a mobile 28 kW generator. All of this equipment is already in Key West and operational. While certainly of significant value to the community, the noble footprint is too small to address the other two goals and we need a permanent site as well to afford even greater disaster response capability.

Healthier nutrition was identified as a priority by our organization 5 years ago, and 40% of the food assistance we currently provide is in the form of healthy and nutritious fresh produce. Nevertheless we noticed that working poor families continued to gravitate towards easily prepared pop top foodstuffs and it wasn't hard to find out why. Harried working mothers had little time to prepare meals, but were expected to send their children into daycare (VPK) with enough food to last an 8 to 10 hour day. The kids were showing up with a can of SpaghettiOs and a soda or sometimes with nothing at all, creating a tremendous financial burden on the childcare sites who had to scramble to find food for them. Federal programs exist to provide nutritious food for these children will but most childcare centers lacked the ability to administer these programs, nor does a local vendor exist to prepare them.

As the largest feeding organization in Monroe County we were approached by Florida Impact (contact Christina Sudduth (541)-430-3168 and the Early Learning Coalition (contact Mary Williams (305)296-5557), to help feed these children, and by the summer of 2015 we were feeding over 450 children 3 meals each day from Key Largo to Bahama Village.

Unfortunately, the only food available to feed these kids was trucked in weekly from mainland food vendors frozen and was not of the nutritional quality we had been striving to obtain for those we served. The same was true with the seniors, whom we had also been supplying produce for years. (Contact Sheryl Graham, Dir. of Monroe County social services (305) 292-4510), who were being fed frozen dinners, again, trucked in weekly from mainland vendors.

We knew we could do better, and in 2016 begin preparing healthy and nutritious fresh meals ourselves for these programs. The summer of 2016 saw us serving these same 450 children out of a "borrowed" kitchen at the Basilica school in Key West, then moving to a temporary kitchen at St. Paul's Episcopal Church (contact Father Larry Hooper (305) 296-5142) when the Basilica school kitchen was demolished. While

a 501(c) (3) public charity

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we are very grateful for the use of facilities, neither afforded us the capacity we need to adequately serve Key West much less the rest of the lower keys.

## **Who is going to pay for the renovation of the building and all the kitchen equipment?**

SOS has been developing this project for well over a year, already has \$250,000 reserved for capital buildout, and will pay the entire \$500,000 estimated cost of the project.

## **Why should the city of Key West get involved with this?**

Because it's desperately needed, good for the community, and won't happen otherwise. It's also not a bad deal to have someone else invest a half million dollars renovating one of your own derelict buildings. For over a year we have been searching for a permanent site, while accumulating funding and developing partnerships. Everyone loves the idea and wants to partner with us, but no other governmental entity has a suitable location available now or anytime soon. The Monroe County Department of Health will be partnering with us for general nutrition education/cooking demonstrations (contact Bob Eadie, Dir. of Monroe County Health Department (305) 432-6161) as will Career Source Florida (contact Tammy Murray (305) 292-6762) for job training, intern to work positions, and SNAP outreach. We have also become an approved vendor for these meals through the Florida Department of Health as well as a Sponsor of children's feeding programs through the Florida Department of Agriculture. With \$250,000 already reserved for the buildout we are ready to get started, and the Federal Government has awarded us an 11 member National Civilian Conservation Corps (NCCC) team (see attached with contact info) to begin demolition and construction. This dedicated team will arrive on February 26 2017 and is committed to help with this project for a full seven weeks. No organization in Monroe County has ever been awarded an NCCC team, and the 3400 man hours that will be donated by this skilled team is of incalculable benefit to the community and testament to the merits of our project.

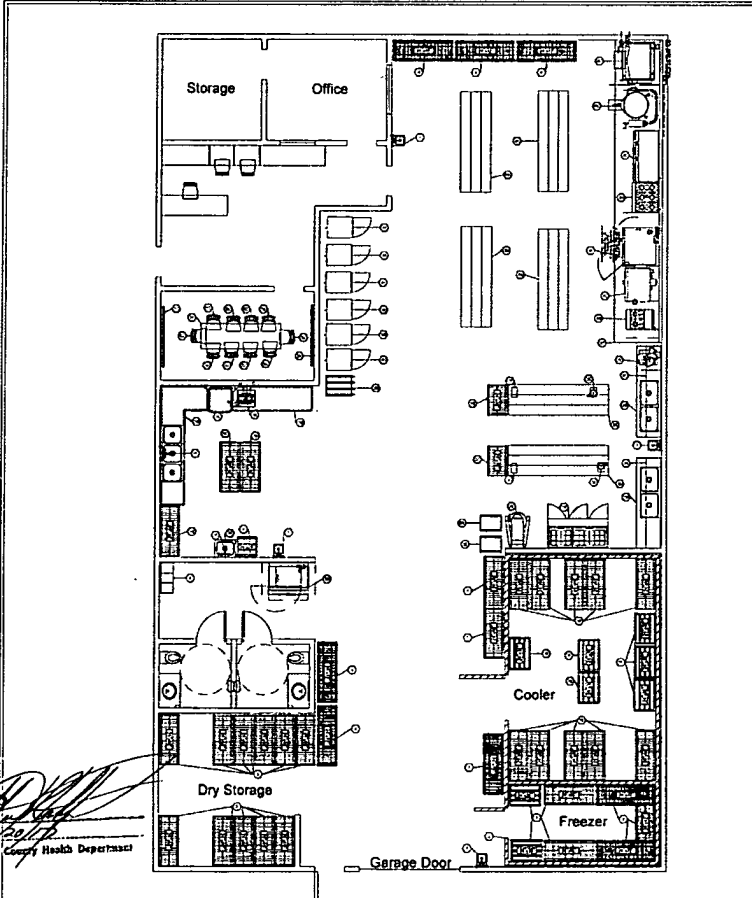
## **Isn't this just a backdoor way to feed the homeless?**

This project is NOT about feeding the homeless. No one will be fed at the site, nor will meals be prepared there to serve the homeless at any other site.

This project is about a healthier Key West, and will serve the entire community. This is about helping working families who place their children in VPK and aftercare programs. Having these meals prepared at a central kitchen then transported to many remote sites saves many working families money while contributing to the children's development through healthier nutrition. (Contact Susan Kent Deputy Dir. Key West Boys and Girls Club (305)797-5257) and (Ralph Major Dir. Bahama Village After School program (305) 306-0686). This is about helping low income seniors with much healthier food than they could otherwise afford. This is about job training for much in demand restaurant workers. This is about large-scale disaster response hunger relief. This is about facilitating federal funding to Key West through community development (NCCC team) and USDA funded child care and senior feeding programs. This is about supporting the organization (SOS) that serves more local residents than any other. This is about a "buy in" from the city of Key West in support of these goals, much like that done with below market leases to organizations including FKOC, Samuels House, and the Key West Chamber of Commerce.

**For additional information please contact Thomas M Callahan, Executive Director (410)703-8212**

a 501(c) (3) public charity



APPROVED BY: *[Signature]*  
 DATE: 1/16/17  
 DCH - Moore County Health Department

Item No	Qty	Category
1	4	Hand Sink
2	1	Kombo Wash In
3	8	Wire Shelving
4	24	Wire Shelving
5	2	Track Shelving
6	1	Track Shelving
7	8	Wire Shelving
8	1	Locker
9	14	Wire Shelving
10	1	Shop Sink
11	1	Service Faucet
12	12	Wire Shelving
13	1	Softed Dish Table
14	1	Pre-Rinse Faucet Assembly
15	1	Dishwasher, Door Type, Ventless
16	1	Dishable, Clean "L" Shaped
27	1	Pre-Rinse Faucet Assembly, with Add On Faucet
18	2	Track Cooler Shelving
19	6	Dumpling Rack
20	0	Spareho
21	0	Spareho
22	0	Spareho
23	0	Spareho
24	0	Spareho
25	2	Pan Rack, Bun
26	1	Planetary Mixer
27	0	Spareho
28	0	Spareho
29	1	Meat Top Sandwich / Salad Preparation Refrigerator
30	2	Work Table
31	2	Can Opener
32	2	Food Processor
33	8	Wire Shelving
34	2	Work Table
35	2	Shelving, Wall-Mounted
36	1	Food Filter
37	0	Spareho
38	0	Spareho
39	0	Spareho
40	1	Range, 24", 4 Open Burners
41	1	Exhaust Hood
42	1	Convection Oven
43	2	Combi Oven
44	1	Countertop Hotplate
45	1	Countertop Griddle
46	1	Tilting Gas Steam Fettle
47	1	Tilting Skillet, Gas
48	4	Work Table
49	6	Heated Cabinets, Mobile
50	1	Can Rack
51	1	Folding Table
52	10	Folding Chairs
53	1	Ice Cuber



Central Restaurant Products  
 7750 Georgetown Road  
 Indianapolis, IN 46238

This drawing is the property of Central Restaurant Products. Any reproduction is prohibited except with written permission.

Drawing not for Construction

Date: January 16, 2017  
 Scale: 1/4" = 1'  
 Sheet: 1 of 1  
 Drawn By: Scott Ebbert, CFSP

Project: SOS Missions Teaching Kitchen  
 Scale Person: Scott Ebbert, CFSP

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## **Lease Agreement**

between

**City of Key West**  
as Landlord

and

**Star of the Sea Foundation, Inc.**  
as Tenant

Dated 23 FEB 2017

THIS LEASE, made and entered into at Key West, Monroe County, Florida, this 23<sup>rd</sup> day of Feb, 2017 by and between The City of Key West, a Municipal Corporation whose address is P.O. Box 1409, Key West, Florida, 33041, (hereinafter "LANDLORD"), and Star of the Sea Foundation, Inc. d/b/a Star of the Sea Outreach Mission, a Florida 501 (C)(3) Public Charity whose address is 5640 Maloney Avenue, Key West, FL 33040 (hereinafter "TENANT").

WITNESSETH:

That the LANDLORD and the TENANT, for and in consideration of their respective obligations contained herein, agree as follows:

1. **DEMISE.** The LANDLORD does hereby lease to the TENANT, and the TENANT does hereby lease from the LANDLORD, the following described premises: a building containing approximately 3900 square feet located behind the gym in the rear of City Hall, Key West, Monroe County, Florida (hereinafter referred to as "Premises") pursuant to the drawing attached hereto and incorporated as Exhibit A. LANDLORD also grants TENANT a non-exclusive license to use the breezeway (also identified in Exhibit A) for ingress and egress to the Premises. Both parties hereby acknowledges that each party may be using the breezeway for loading and unloading; therefore, neither party shall allow said breezeway to be obstructed in any way that would interfere with such ingress, egress, loading or unloading by the other.

LANDLORD reserves the right from time to time with good cause, upon at least sixty (60) days advance written notice to relocate TENANT to other Demised Premises, prior to or during the term of this Lease, so long as usable area so substituted equals or exceeds the usable area of the Demised Premises; provided however that TENANT shall have the right at its sole option and as its sole remedy, to terminate the Lease upon sixty (60) days advance written notice which right must be exercised, if at all, within fifteen (15) days after receipt of LANDLORD'S relocation notice, which relocation notice may be withdrawn by LANDLORD within ten (10) days after LANDLORD'S receipt of TENANT'S termination

notice, in which event TENANT'S attempted termination shall be null and void and the lease shall continue in full force and effect in accordance with its terms. In the event LANDLORD shall relocate TENANT to other space, LANDLORD shall pay the reasonable relocation costs of TENANT in connection therewith, but LANDLORD shall not have any other liability with respect to any such relocation.

2. **TERM.** The term of this Lease shall be for ten (10) years, which term shall commence on February 1, 2017, and shall end at midnight on January 31, 2027.

3. **RENT.** The TENANT agrees to pay to the LANDLORD an annual rent for the Premises of One Dollar (\$1.00) per year, which rental amount shall be paid on an annual basis each year of the term of this Lease. The TENANT additionally agrees to pay to LANDLORD any sales, use, excise, ad valorem, or other tax imposed or levied against rent or any other charge or payment which tax has been imposed or levied by any governmental agency having jurisdiction thereof, including any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed, and the TENANT agrees to make payment at the time said tax becomes due.

Pursuant to City Ordinance Sec 2-872, Audits and Inspections, any individual or organization that receives grant funds or subsidies from the city shall permit inspection of its books and records upon demand by the city as a precondition to the receipt of such funding. The city may also conduct program results audits to determine whether the desired results or benefits are being achieved and whether objectives of funding established by the city are being met.

4. **USE OF THE PREMISES.** The TENANT shall be entitled to use the Premises for the operation of a large scale community center kitchen that will be a combination teaching and production kitchen designed to facilitate nutrition education and job training while at the same time providing production capability to prepare healthy and nutritious meals for children and seniors under federal meals program, and no other purpose. The kitchen will:

1. Secure and distribute additional sources of fresh produce to low income clients, especially those in underserved communities;
2. Orchestrate interactive cooking demonstrations and nutrition education classes to foster healthier eating habits;
3. Prepare nutritious meals for children enrolled in federal feeding programs and educate children on the merits of healthier eating habits;
4. Create job-training opportunities for individuals who are unemployed or have low employment prospects.

In addition, TENANT further agrees:

- A. Not to display any banners, pennants, search lights, signs, balloons, or similar temporary media on the Premises;
- B. Not to commit waste in the Premises and to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises in good condition;
- C. Not to use the Premises or permit the same to be used for any residential purpose or permit the same to be used in any manner that violates any law, ordinance, rules, or regulation of the LANDLORD, or other governmental agencies, as existing or promulgated during the term hereof, or in a manner that would constitute a hazardous use of the Premises or violate any insurance policy of the TENANT or the LANDLORD;
- D. To take no action that would: (i) violate the LANDLORD's contracts or (ii) cause any work stoppage or cause any manner of interference with LANDLORD;
- E. To abide by and observe all rules and regulations established from time to time by the LANDLORD and the LANDLORD's insurance carrier;
- F. To obtain and maintain all licenses, permits, and other approvals necessary to conduct the TENANT's business during the Lease term.
- G. Not to serve food or beverages for consumption on the site of the demised premises.
- H. To limit employee or volunteer parking to two spaces within the City Hall parking lot for the sole purpose of receiving or sending deliveries. No overnight parking

shall be allowed. TENANT may install a curb cut across the two parking spaces directly in front of the breezeway of the building and install an impervious parking area between the existing sidewalk and the breezeway area to be used for active loading and unloading of delivery vehicles. The curb cut shall not render the existing sidewalk noncompliant with ADA regulations, nor shall pedestrian traffic along the sidewalk be impeded but for brief arrival and departure of delivery vehicles from the premises.

I. TENANT shall not utilize Seminary Street as a loading or unloading location or for any other purpose other than ordinary and necessary transit.

4.2 **Compliance with Laws and Governmental Regulations.** Tenant shall comply with all Governmental Regulations pertaining to the Demised Premises and its operations thereon. Tenant shall immediately provide Landlord with any and all notices or allegations of noncompliance received from any governmental entity.

4.3 **Nuisances.** Tenant shall not make, suffer, or permit any unlawful, improper, or offensive use of the Demised Premises, or any part thereof, or permit any nuisance thereon. Tenant shall not permit rubbish, refuse, or garbage to accumulate, or any fire or health hazard to exist, upon or about the Demised Premises. Tenant shall not suffer or permit any waste or mistreatment of the Demised Premises.

4.4 **Abandonment.** If at any time during the term of this Lease, Tenant abandons the Leased Premises or any part thereof, such abandonment shall be deemed a default under this Lease. If Landlord's right of re-entry is exercised following abandonment of the Demised Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on or around the Demised Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so. For the purposes of this Lease, the Demised Premises shall be deemed to have been abandoned if Tenant is absent from the Leased Premises for thirty (30) consecutive business days.



5. **COVENANT OF QUIET POSSESSION.** So long as the TENANT pays all of the rent and charges due herein, TENANT shall peaceably and quietly have, hold, and enjoy the Premises throughout the term of this Lease without interference or hindrance by the LANDLORD or LANDLORD's agents.

6. **INSURANCE; INDEMNIFICATION.**

A. The TENANT covenants and agrees to keep in force during the lease term a comprehensive general liability policy of insurance insuring LANDLORD and TENANT against any liability whatsoever occasioned by accident on or about the Premises and agrees that LANDLORD shall be listed thereon as additional insured. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. The comprehensive general liability policy shall be in the amount of One Million Dollars (\$1,000,000.00) in respect to any one incident and in the aggregate, and shall include Three Hundred Thousand Dollars (\$300,000.00) for property damage. The original policy or certificate, together with evidence of premium payment, shall be delivered to LANDLORD. TENANT shall renew the policy not less than thirty (30) days prior to the expiration date each year, and shall furnish evidence of the renewals and payment to LANDLORD. To the extent that such a provision is obtainable, the policy shall provide that it cannot be cancelled or terminated until at least thirty (30) days prior notice has been given to LANDLORD. If TENANT falls under the State of Florida Workers Compensation Law, worker's compensation coverage shall be provided for all employees where TENANT is obligated to do so by operation of law. This coverage shall be for statutory limits in compliance with applicable state and federal laws. Failure of TENANT to maintain the insurance in full force and effect at any time shall be deemed a material breach of this Lease, and shall entitle LANDLORD to terminate the Lease. Upon such breach, TENANT shall immediately suspend all use of the Premises and shall provide to LANDLORD written notice of its failure to maintain insurance coverage.

B. TENANT agrees to indemnify, hold harmless and defend the LANDLORD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorney's fees, court

costs, and expenses, caused by the conduct, misconduct, negligent error, omission or act of TENANT, its employees agents, servants or officers, or accruing, resulting from, or related to the subject matter of this Lease, including, without limitation, any and all Claims (unless caused by the LANDLORD's negligence or misconduct), demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, whether or not suit be brought. The provisions of this indemnification provision shall survive the expiration or earlier termination of this Lease.

7. **ASSIGNMENT AND HYPOTHECATION.** This Lease is not transferable or assignable, except as provided by Resolution of the Key West City Commission. The TENANT may not sublet the Premises or any part thereof. Any assignment or sub-letting, even with the LANDLORD's consent, shall not relieve the TENANT from the obligation to keep and be bound by the agreements of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the assignment for benefit of creditors or by operation of law and shall not be effective to transfer any rights to any assignee without prior consent of the LANDLORD.

## **8. ENVIRONMENTAL MATTERS**

8.1 **No Warranties.** Landlord makes no representations or warranties of any kind whatsoever regarding the Demised Premises or the environmental condition of the Demised Premises or any improvement thereon.

8.2 **Investigation and Remediation.** The Tenant will be responsible to obtain its own environmental reports or studies as it deems prudent at its own expense. Tenant shall provide a copy of any such reports to Landlord. Tenant shall notify Landlord immediately

of any discharge or discovery of any hazardous waste at, upon, under, or within the Demised Premises.

8.3 **Tenant's Compliance.** Tenant shall not cause or permit to occur any of the following:

Any violation of Governmental Regulations related to environmental conditions on, under, or about the Demised Premises or arising from Tenant's use or occupancy of the Demised Premises, including, but not limited to, soil and ground water conditions, or

The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Demised Premises or the transportation to or from the Demised Premises of any Hazardous Substances.

9. **DEFAULT CLAUSE.**

A. It is covenanted and agreed by LANDLORD and TENANT that in case at any time default shall be made in the payment of rent, or if the TENANT shall fail to pay any of the taxes or assessments herein provided for, or in case of the sale or forfeiture of the Premises or any part thereof during the demised term for non-payment of any tax or assessment, or in case the TENANT shall fail to keep the required insurance, or shall fail to spend insurance money, as herein provided for, or if the TENANT shall fail to perform any of the covenants of this Lease, then, in any of such events, TENANT shall be subject to eviction pursuant to Chapter 83, Florida Statutes.

B. Or, the LANDLORD may have such other remedies as the law and this instrument affords, and the TENANT covenants and agrees that upon the termination of the demised term, at such election of the LANDLORD, or in any other way, the

TENANT will surrender and deliver up the Premises and property (real and personal) peaceably to the LANDLORD, its agent, or attorneys, immediately upon the termination of the demised term. If the TENANT, its agents, attorneys, or tenants shall hold the Premises or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of the Premises under the applicable statute and shall be subject to eviction or removal, forcibly or otherwise.

C. Where the alleged default consists of some alleged violation of any term of this Lease, other than the payments of money, including rent and insurance premiums, the LANDLORD may not declare this Lease in default until such violation shall have continued for ten (10) days after the LANDLORD shall have given the TENANT written notice of such violation, and TENANT shall not have undertaken, during this ten (10) day notice period, to cure said violation by vigorous and affirmative action, provided, however, that nothing herein contained shall be construed as precluding the LANDLORD from having such remedy as may be and become necessary in order to preserve the LANDLORD'S right and interest of the LANDLORD in the Premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph, if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the LANDLORD in this Lease and in the Premises. With respect to the payment of the insurance premiums, the same must be paid at least thirty (30) days prior to the time when the policies would lapse for the failure to pay premiums thereon, and evidence of such payment given to the LANDLORD without any written notice being required to be served upon the TENANT in connection therewith.

E. All default and grace periods shall be deemed to run concurrently and not consecutively.

F. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges, and remedies of the LANDLORD contained in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law.

G. It is further covenanted and agreed by and between the parties hereto that the right given to the LANDLORD in this Lease to collect the rent that may be due under the terms of this Lease by any proceeding under same, or the right to collect any additional rent, money, or payments due under the terms of this Lease by any proceedings under same, or the right given the LANDLORD to enforce any of the terms and provisions of this Lease shall not in any way affect the right of such LANDLORD to declare this Lease void and the terms ended hereby, as herein provided, when default is made in the payment of rent or when default is made by the TENANT in any of the terms and provisions of this Lease.

H. If at any time, by reason of the failure of the TENANT to keep and perform any covenant or agreement which, under the terms of this Lease, the TENANT is bound and obligated to keep and perform, it becomes necessary for the LANDLORD to employ an attorney to protect the rights and interests of the LANDLORD in the property demised or to enforce the Lease or proceed under it in any particular, then in any of such events, the TENANT will owe and will pay unto the LANDLORD all costs of Court and reasonable attorney's fees incurred or expended by the LANDLORD in taking such actions, including actions taken in all trial and appellate courts.

**10. TENANT'S DUTY TO KEEP PREMISES IN GOOD REPAIR.**

The TENANT covenants and agrees with the LANDLORD that during the term of this Lease, the TENANT will keep in good state of repair, the Premises (except as set forth below), the HVAC equipment, and the fixtures serving the Demised Premises, and all furnishings brought or placed upon the Premises by the TENANT; nor will the TENANT suffer or permit any strip, waste, or neglect of any such property to be committed; and the TENANT will repair, replace, and renovate the property as often as it may be necessary in order to keep the property in good repair and condition, at TENANT'S sole cost and expense. Tenant shall only utilize licensed contractors and shall apply for all permits, as required, to complete the necessary repairs. LANDLORD shall maintain the roof and structural components of the Premises during the term of this Lease.

**11. ADDITIONAL COVENANTS OF THE TENANT.**

A. The TENANT shall pay for all utilities associated with the use of the Premises including, but not limited to, water, electricity, sewer gas and solid waste. In the event that a separate bill for the Premises is not available for one or more of the utility services required by the Premises, then the TENANT shall pay a pro-rated share of that particular utility based on the square footage of the Premises and/or the parties' estimated usage of that particular utility, calculation of which to be mutually agreed upon.

B. The TENANT covenants and agrees with the LANDLORD that no damage or destruction to any building or improvement by fire, windstorm, or any other casualty shall be deemed to entitle the TENANT to surrender possession of the Premises or to terminate this Lease or to violate any of its provisions or to cause any abatement or rebate in the rent then due or thereafter becoming due under the terms hereof, unless otherwise specifically provided for herein. If the Lease is canceled for the TENANT's default at any time while there remains outstanding any obligation from any insurance company to pay for the damage or any part thereof, then the claim against the insurance company shall, upon the cancellation of the Lease, be deemed immediately to become absolute and unconditional property of the LANDLORD. In the event of destruction of the Premises by casualty or hazard, the LANDLORD will have the option of canceling the Lease.

C. The TENANT covenants and agrees with the LANDLORD that nothing in this Lease shall ever be construed as empowering the TENANT to encumber or cause the TENANT to encumber the title or interest of the LANDLORD.

D. The TENANT covenants and agrees with the LANDLORD that, at the termination of this Lease, the TENANT will peaceably and quietly deliver unto the LANDLORD, possession of the Premises and all improvements located thereon, as well as the LANDLORD's interest in all fixtures and equipment appertaining thereto; however, LANDLORD acknowledges that LANDLORD has no interest in the TENANT's kitchen equipment and trade fixtures unless mutually agreed by the parties

E. The TENANT agrees not to make any changes or alterations without written approval of the LANDLORD.

F. TENANT shall keep all garbage, refuse and solid waste inside the Demised Premises in the kind of containers specified by LANDLORD, or place the same inside of the dumpster provided for that purpose by the TENANT. All cardboard refuse

shall be placed into the cardboard dumpster. All other waste of any kind shall be pre-bagged and tied, in garbage bags of not less than 3 millimeters in thickness, and wheeled to the dumpster in order to avoid rupture of the bag. Under no circumstances shall any waste of any kind be left outside of the premises in any other manner. TENANT agrees not to burn or permit any burning of garbage or refuse on the Demised Premises or any part of the Property. TENANT further agrees that, upon LANDLORD'S instruction, TENANT shall separate garbage for recycling and deposit the separate garbage in the receptacle designated by LANDLORD. TENANT further agrees to make every effort to recycle all glass, metal, paper and plastic refuse and solid waste. Sort glass by colors and metal and paper by type and deposit in the appropriate recycling containers provided by the LANDLORD.

G. TENANT shall contract directly with the pertinent governmental authority or disposal company and shall be responsible for all fees and costs of removal and disposal of solid waste, garbage, and refuse, including but not limited to, impact fees and dumpster rental. TENANT shall indemnify, save harmless and defend LANDLORD from and against any loss, claim, injury, damage or expense arising out of or related to the generation, storage, or removal or disposal of TENANT'S garbage, refuse or solid waste.

12. **LANDLORD'S RIGHT OF ENTRY.** The LANDLORD or its agents shall have the right to enter upon the Premises at all reasonable times to examine the condition and use thereof, provided only that such right shall be exercised in such manner as not to interfere with the TENANT in the conduct of the TENANT's business on the Premises.

13. **EQUIPMENT, FIXTURES AND SIGNS.** All fixtures, equipment, and signs used on the Premises by the TENANT but provided by the LANDLORD will at all times be and remain the property of the LANDLORD. Provided that this Lease is in good standing, the TENANT will have the right to remove any equipment, (excluding HVAC and fire suppression equipment) provided by the TENANT, or any part thereof, from the Premises during the term of this Lease, at the expiration thereof, or within a reasonable time thereafter; provided, however, that the TENANT, in so doing, does not cause any irreparable damage to the Premises; and provided further, that the TENANT shall pay or

reimburse the LANDLORD for the reasonable expense of repairing damage caused by such removal.

14. **ACCEPTANCE IN AS-IS CONDITION.** LANDLORD shall coordinate a termite treatment of the premises and will maintain the structure and the roof system of the premises. As to all other matters the TENANT accepts the Premises in an as-is condition and all improvements and additions shall be at the sole expense of the TENANT.

TENANT shall not make any alterations, additions or improvements to the Demised Premises (whether or not the same may be structural in nature) without LANDLORD'S prior written consent. All alterations, additions, or improvements made to the Demised Premises, except movable furniture and equipment installed at TENANT'S expense, shall be the property of the LANDLORD and remain upon and be surrendered with the Demised Premises at the expiration of the term of this Lease; provided, however, that LANDLORD may require TENANT to remove any additions made at TENANT'S request to the Demised Premises and to repair any damage caused by such removal, and provide further, that if TENANT has not removed its property and equipment within ten (10) days after the expiration or termination of this Lease, LANDLORD may elect to retain the same as abandoned property.

In the event TENANT shall request LANDLORD'S permission, and LANDLORD shall permit TENANT to perform any alterations, additions, improvements or repairs to the Demised Premises, TENANT shall (i) submit its plans and specifications to LANDLORD for its approval prior to the commencement of any construction, (ii) obtain all necessary permits prior to the commencement of any construction, (iii) only use contractors approved by LANDLORD. All such work made by or on behalf of TENANT shall be performed in such manner as LANDLORD may designate and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the same. All such work by TENANT or its contractors shall not interfere with, impede or delay any work by LANDLORD or its contractors, tenants or TENANT'S contractors. All contractors engaged by TENANT shall be bondable, licensed contractors, possessing good labor relations, and capable of performing quality workmanship.



15. **NO MECHANIC'S LIENS.** It is hereby covenanted, stipulated and agreed by and between the parties hereto that there shall, during the demised term, be no mechanic's liens upon any buildings or improvements that may at any time be put upon the demised property, and that in case of any mechanic's liens the TENANT must pay off the same; and that if default in payment thereof shall continue for thirty (30) days after written notice, LANDLORD shall have the right and privilege, at its option, to pay off the same or any portion of the same, and the amount so paid, including expenses, shall at the option of the LANDLORD, be so much additional rent due from the TENANT at the next rent due after such payment, with interest thereon at the maximum rate allowed by law. Nothing herein shall be construed to admit that a mechanic's lien may be enforced against municipal property.

16. **MISCELLANEOUS PROVISIONS.** It is mutually covenanted and agreed by and between the parties as follows:

A. That no waiver or a breach of any of the covenants in this Lease contained shall be construed to be a waiver of all succeeding breach of the same covenant.

B. That time is of the essence in every particular and particularly where the obligation to pay money is involved.

C. That all arrearages in the payment of rent or in the repayment to the LANDLORD of any sums which the LANDLORD may have paid in order to cure a default of the TENANT (as elsewhere herein provided for), shall bear interest from the date when due and payable at the highest rate permitted by law until paid.

D. That no modification, release, discharge, or waiver of any provision hereof shall be of any force, effect, or value unless in writing and signed by the persons who are then LANDLORD and TENANT.

E. That all covenants, promises, conditions, and obligations contained herein or implied by law, or covenants running with the land, shall attach to and be binding

upon the heirs, executors, administrators, successors, legal representatives, and assigns of each of the parties to this Lease.

F. That this instrument contains the entire agreement between the parties as of this date, and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are not collateral agreements, stipulations, promises, or understandings whatsoever between the representative parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

G. That when either of the parties' desire to give notice to the other or others in connection with and according to the terms of this Lease, such notice shall be deemed given when it shall have been deposited in the U.S. Registered or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination. The notice shall be addressed as follows:

As to LANDLORD: City Manager  
City of Key West  
P.O. Box 1409  
Key West, FL 33041

As to TENANT: Executive Director  
Star of the Sea Foundation  
d/b/a Star of the Sea Outreach Mission  
5640 Maloney Avenue  
Key West, FL 3304

With a Copy to: Erica H. Sterling  
Spottswood, Spottswood, Spottswood & Sterling  
500 Fleming Street  
Key West, Florida 33040

When the parties on either side (LANDLORD or TENANT) consist of more than one person, notice or default by one of the persons on that side shall constitute notice or default by all of the persons on that side.

H. This Lease and the provisions thereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida; venue for any action regarding this Lease shall be in Monroe County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Lease to be executed on the day and year first above written.

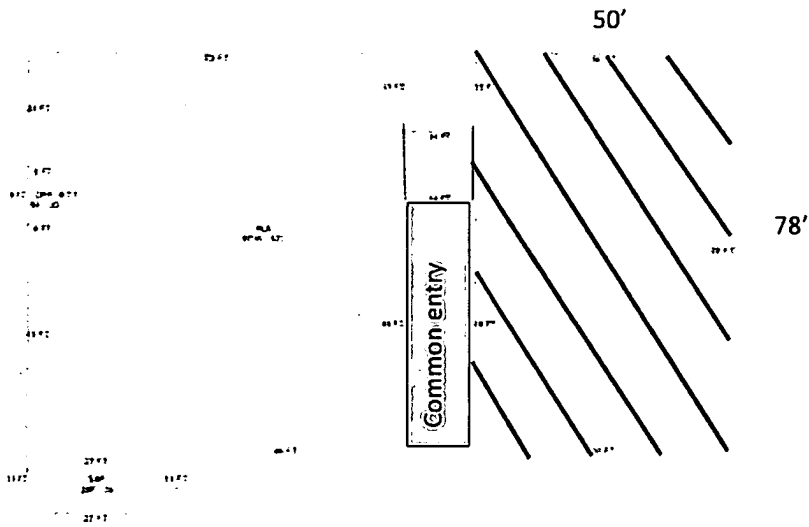


LANDLORD: City of Key West

*Cheryl Smith* By: *J. Schell*

ATTEST:  
*Susan C. Harrison*

TENANT: Star of the Sea Foundation, Inc.  
By: *[Signature]*



**EXHIBIT "A" DEMISED PREMISES**  
**1300 WHITE STREET REAR**  
**50 X 78 BUILDING CONTAINING APPROXIMATELY 3900 SQUARE FEET**  
**STAR OF THE SEA OUTREACH MISSION**

