Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(1)(C)

Date: December 2, 2008

To: Honorable Chairman Bruno A Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Lease Agreement at 8000 S.W. 123 Avenue, Miami, with the Creative Children Therapy, Inc., a Florida Not-for-Profit Corporation
Property # 4936-00-00

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of a Lease Agreement, for $1.00 per year, on County-owned property located at 8000 S.W. 123 Avenue, Miami, with the Creative Children Therapy, Inc., a Florida Not-for-Profit Corporation for premises to be utilized as a facility which will provide a continuum of health and behavioral health and prevention services inclusive of quality pediatric therapy services for special-needs children, adolescents and their families. The attached Lease Agreement has been prepared by the General Services Administration at the request of the Miami-Dade Water and Sewer Department.

PROPERTY:	8000 S.W. 123 Avenue, Miami
COMMISSION DISTRICT:	10
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County
PROPOSED TENANT:	Creative Children Therapy, Inc., a Florida Not-for-Profit Corporation
COMPANY PRINCIPALS:	Executive Board of Directors Lissette Menendez Roberto Villasante Maria Regina Orfilia President: Lissette Menendez Vice-President: Maria Regina Orfila Secretary: Maria Regina Orfila Treasurer: Maria Cristina Arrazola
TENANT'S TRACK RECORD:	The County has no record of negative performance issues with Creative Children Therapy, Inc.
USE:	Approximately five acres of land to be used to construct and operate a facility which will provide a continuum of health and behavioral health and prevention services inclusive of quality pediatric therapy services for special-needs children, adolescents and their families.

JUSTIFICATION:	This vacant parcel of land is under the jurisdiction of the Miami-Dade Water and Sewer Department. The mission and goal of Creative Children Therapy is to treat children with neuromotor, strength and muscoskeletal problems through traditional as well as non-traditional techniques. Presently, Creative Children Therapy is leasing space located at 12608 S.W. 88 Street, Miami; however, their current needs require the construction of a larger facility within a two mile radius of their current location to properly serve the needs of the community. The Miami-Dade County Water and Sewer Department has agreed to lease the land to Creative Children Therapy to construct the facility.
LEASE TERM:	Thirty years with one additional ten-year renewal option period.
EFFECTIVE DATES:	The Lease Agreement shall become effective upon approval by the Board of County Commissioners and terminate thirty years thereafter.
LEASE CONDITIONS:	The Tenant is responsible for all of the construction and operational costs of the facility, installation and maintenance of all utilities, communication services and equipment, roof, custodial care of property, HVAC system, trash disposal, janitorial and custodial services. In Article XXI, "Restrictions and Covenants of the Leased Premises", the County prohibits Hippotherapy (horses), pet therapy, and gardening due to the fact that the property is located within the ten (10) day travel line of the County's Southwest Wellfield Protection Area.
RENTAL RATE:	$1.00 per year.
CANCELLATION PROVISION:	The County may cancel at any time by providing a 90 day written notice prior to its effective date should the Tenant violate any conditions stipulated in Article XV, "Cancellation" of the Lease Agreement, including failure to obtain a building permit within two years of commencement of this Lease and failure to complete construction within five years of the execution of the Lease Agreement.
COMMENTS:	On October 2, 2007, pursuant to Resolution R-1134-07, the Board of County Commissioners directed the County Manager to prepare a report regarding the feasibility of leasing land to Creative Children Therapy, Inc. Creative Children Therapy, Inc., is a Florida Not-for-Profit Corporation that provides pediatric therapy services for special-needs children.

MONITOR:	Jane Marie Hundertmark, Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or County Mayor's designee to execute the attached lease agreement, exercise the cancellation provision and the additional ten-year renewal option period.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(F)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(C)
12-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 8000 S.W. 123 AVENUE, MIAMI, WITH THE CREATIVE CHILDREN THERAPY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED AS A FACILITY FOR SPECIAL-NEEDS CHILDREN AND THEIR FAMILIES IN THE COMMUNITY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the Creative Children Therapy, Inc., is a registered Florida Not-for-Profit for the purposes of providing assistance to special needs children in the community; and

WHEREAS, the Creative Children Therapy, Inc., desires to lease certain county-owned property located at the 8000 S.W. 123 Avenue, Miami to construct and operate a facility which will provide quality pediatric therapy services for special-needs children and their families in the community; and

WHEREAS, the County is satisfied that the Creative Children Therapy, Inc., a Florida Not-for-Profit Corporation does require the County-owned property for such use and the property is not otherwise needed for County purposes; and

WHEREAS, this Board further desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement between Miami-Dade County and the Creative Children Therapy, Inc., a Florida Not-for-Profit Corporation, for premises to be utilized as a facility for special–needs children and their families in the community for a thirty (30) year term with one (1) additional ten (10) year renewal option period, at an annual rental rate of $1.00; in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

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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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2008, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and CREATIVE CHILDREN THERAPY, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

***WITNESSETH*:**

WHEREAS, the TENANT desires to develop the property with a facility which will provide a continuum of health and behavioral health and prevention services to children, adolescents and their families of Miami-Dade County; and

WHEREAS, the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the leased premises described as follows:

LEGAL DESCRIPTION:
Commence at the Southeast corner of the Northwest ¼ of Section 36, Township 54 South, Range 39 East; thence run South 87°44'41" West along the South line of the Northwest ¼ of the said Section 36 for a distance of 334.23 feet to the Point of Beginning; thence continue South 87°44'41" West along the aforementioned South line of the Northwest ¼ of the said Section 36 for a distance of 329.97 feet to the Southwest corner of the Southeast ¼ of the Northwest ¼ of the said Section 36; thence run North 01°57'43" West along the West line of the Southeast ¼ of the Northwest ¼ of the said Section 36 for a distance of 127.55 feet to a point; thence run North 43°03'23" East for a distance of 891.55 feet to a point; thence run North 86°08'47" East for a distance of 35.00 feet to a point on the East line of the Northwest ¼ of the said Section 36; thence run South 01°51'13" East along the East line of the Northwest ¼ of the said Section 36 for a distance of 424.59 feet; thence run South 87°44'13" West for a distance of 5.46 feet to a point; thence run South 42°51'50" West for a distance of 467.25 feet to the Point of Beginning.
Containing 5.6933 acres, more or less.

TO HAVE AND TO HOLD unto the said TENANT for a term of thirty (30) years, commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners (the "Board") approving this Lease Agreement (the "Effective Date"), and terminating thirty (30) years thereafter, for and at a total rental of Thirty Dollars and 00/100 ($30.00) payable in advance to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PREMISES

The area of the leased premises shall be used by TENANT solely for the construction and operation of a facility which will provide inclusive quality pediatric therapy services for special-needs children and their families residing in Miami-Dade County through a team-oriented approach, (1) school; (2) massage; (3) music therapy to include physical and occupational therapy and speech and language therapy techniques, dance, martial arts, meditation and art, aquatic therapy and sports rehabilitation ("the use"). Upon failure of the TENANT to operate the facility in accordance with the approved use, this lease shall become null and void and any improvements will become the property of the LANDLORD.

ARTICLE II
CONDITION OF LEASED PREMISES

TENANT hereby accepts the leased premises in the condition they are in at the beginning of this Lease Agreement, as an unimproved parcel of land.

ARTICLE III
IMPROVEMENTS BY TENANT

The TENANT, at its sole cost and expense, may make such improvements and construct such facilities upon the leased premises as shall be reasonably necessary to place the leased premises in such state or condition that they may be used for the purposes for which this Lease is made and entered into. TENANT hereby agrees to design, construct, and operate on the land: building(s); a surface parking lot; and such other improvements TENANT deems necessary and appropriate for the operation and maintenance of a pediatric therapy facility including, but not limited to, driveways, sidewalks, lighting and signage (collectively, the "facility").

TENANT shall be solely responsible for the cost associated with the design and construction of the facility. TENANT shall work with all reasonable diligence to complete design and construction of the facility. Once commenced, construction of the facility shall not be ceased or

unreasonably delayed except as otherwise permitted by this Lease Agreement.

The TENANT shall not commence construction of any improvements upon any of the leased premises until it has on hand sufficient funds or methods of financing to pay the full cost of the improvements. Prior to any construction, TENANT shall be required to show the LANDLORD evidence of sufficient financing and shall obtain and deliver to the LANDLORD for approval, a payment and performance bond in the full amount of the cost of construction that covers the general contractor and all persons downstream of the general contractor and is otherwise in compliance with the requirements of Section 255.05 of the Florida Statutes. The bond shall name Miami-Dade County as beneficiary. TENANT agrees to follow all applicable competitive selection requirements for each architect, engineer and contractor entering into a contract with TENANT for the design and construction of the facility. TENANT shall not allow any contractor to commence work on the design or construction of the facility until such architect, engineer, or contractor has provided TENANT with evidence of insurance coverage as required by Landlord and also naming the LANDLORD as an additional insured. The facility may be built in phases and the bonding and insurance requirements shall apply to the appropriate designated phase.

Prior to the commencement of any construction of the facility, TENANT shall submit to the LANDLORD for its review and approval a conceptual plan showing the proposed facility (the "Conceptual Plan"), which approval shall not be unreasonably withheld, delayed or conditioned. Following approval of the Conceptual Plan, TENANT shall submit to the LANDLORD for review and approval, all plans and specifications for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to the facility. The approval by the LANDLORD of the Conceptual Plan and any plans specifications, site plans, designs or other documents submitted to the LANDLORD pursuant to the terms and conditions of this Agreement shall not constitute (a) a representation or warranty that such comply with all applicable laws,

ordinances, rules, regulations and procedures of all applicable governmental authorities, and/or (b) the approval of the Landlord, it being expressly understood that TENANT is subject to all applicable ordinances, rules, regulations and procedures of the LANDLORD with respect to the design and construction of the facility.

Subject to the provisions of Article XXIV, TENANT may make permitted changes without LANDLORD approval. A "permitted" change shall mean (i) a change which is required to be made to comply with applicable governmental requirements; (ii) a change which involves only substituting materials of comparable or better quality; (iii) a change required by the failure of the approved plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of the facility; and (iv) a change which is made to correct inconsistencies in various plans and specifications.

TENANT shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the land for the design, construction and operation of the facility including but not limited to Department and Division offices of the State, Miami-Dade County (the "County"), local and Federal Government.

The facility and all improvements constructed or installed by TENANT, its agents, or contractors, shall conform to all applicable State, Federal, County, and/or City statutes, ordinances, building codes, fire codes, and rules and regulations, as amended including, but not limited to, the County's land development code and Florida Building Code. The TENANT acknowledges and agrees that any development and use of the facility shall be subject to, and conform with, the comprehensive plan and all zoning and land use regulations of the County, as such may be amended or superseded from time to time, and in effect at the time application for development of the facility by TENANT, including the payment of impact, concurrency, permit and application fees and building permit fees, applicable to or exempt from.

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Within one hundred twenty (120) days after the date a certificate of occupancy or use, as applicable is issued for the facility, TENANT shall at its expense, provide the LANDLORD with a complete set of "as built" plans and specifications, including Mylar reproducible "record" drawings, and, one set of disks containing electronic data in an AutoCAD format of the "as constructed" or "record" plans for the facility.

The TENANT shall adhere to the requirements of Miami Dade County Implementing Order 8-8 (Resolution #1309-07) on Green Buildings and construct the subject project consistent with the United States Green Building Council (USGBC) Leader in Environmental and Energy Design LEED-NC Rating System to a Silver certification or higher. The parties agree that there will be no exemption, modification or substitution of standard that would exempt the project from achieving the LEED silver or higher level rating under the LEED-NC Rating System.

It shall be the TENANT's responsibility to include the following statement in any and all contracts in regard to improvements to the leased premises: "All persons, firms or corporations dealing with the TENANT in respect to the furnishing of any labor, services or materials for the improvement of said leased premises are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against the leased premises, but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements." If liens are placed upon said leased premises, TENANT shall be responsible for these liens as specified in Article XXIII, "Additional Provisions," Item 1 Mechanic's, Materialmen's and Other Liens. LANDLORD shall have no obligation, financial, regulatory or otherwise, for any and all activities necessary to construct, maintain, or repair improvements, or to operate within the leased premises during the term of this Lease.

Within thirty (30) days of the anniversary date and prior to receiving a certificate of occupancy for completion of the facility, TENANT shall provide LANDLORD a written status

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report of the construction progress and projected time frames for completion of the facility. Failure to submit said report may result in a breach and non performance of this Lease Agreement.

If TENANT's use, construction activities or other actions relative to the leased premises result in the introduction of hazardous materials or contamination of the soil or ground water, or the discovery of hazardous materials or contamination of the soil or ground water which would not have been discovered but for the TENANT's use, construction activities or other actions relative to the Leased premises, then TENANT agrees (i) to notify LANDLORD immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold LANDLORD harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such contamination, claim of contamination or damage. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided. This indemnification and hold harmless provision is in addition to the indemnification and hold harmless provision in Article XII. This provision shall survive termination of this Lease.

If TENANT performs an environmental audit of the property prior to any construction activity and discovers hazardous materials or contamination of the soil or ground water which would not have been discovered but for TENANT's environmental audit, no liability or responsibility for

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same shall attach to TENANT. Upon expiration or cancellation of this Lease, title to all improvements to the land shall be vested in the LANDLORD without any compensation due the TENANT.

ARTICLE IV
UTILITIES

All utilities shall be placed in the name of TENANT and the cost of all utilities and waste removal shall be paid by TENANT, including any and all infrastructure required to provide service to the leased premises. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the leased premises.

ARTICLE V
MAINTENANCE

The TENANT agrees to provide, all maintenance, both interior and exterior, required to keep the leased premises in a state of good repair, safe and clean condition, at all times at the TENANT's sole cost and expense. The TENANT shall provide for removal of litter and trash from the leased premises at its expense.

TENANT shall be responsible for and shall repair any damage caused to the leased premises as a result of TENANT's use of the leased premises or any vandalism, malicious mischief or criminal acts thereto. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for maintaining, repairing or replacing and TENANT shall take the necessary actions to remedy such damage promptly after said notice.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the leased premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the leased premises are rendered untenantable or unfit for the purpose of TENANT, TENANT shall have six (6) months to decide whether or not to rebuild or cancel this lease agreement. If either the Leased Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease

Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such leased premises unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said leased premises are completely destroyed due to TENANT's negligence, this Lease Agreement shall be cancelled and TENANT shall return the leased premises to the LANDLORD in the condition the leased premises were in at the beginning of this Lease Agreement. If TENANT chooses to cancel the lease, TENANT shall bear the cost of demolishing any remaining structure on the leased premises. If TENANT chooses to rebuild but fails to complete the rebuilding within three (3) years of date of the event which destroyed or damaged the original structure, the LANDLORD may cancel this Lease Agreement.

ARTICLE VII
ASSIGNMENT

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the leased premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said leased premises during all

reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine same. If repairs, additions, or alterations are deemed necessary for the safety, comfort, or preservation thereof, LANDLORD shall notify TENANT of said repair and TENANT shall have fourteen (14) days to complete the work. If the notice of requirements for repairs, additions, or alterations is not immediate, TENANT shall have forty-five (45) days to complete the work and a further extension of time if mutually agreed to by the parties. If said repairs, additions, or alterations are not completed within that time, LANDLORD shall make said repairs, additions or alterations. If LANDLORD makes necessary repairs, additions, or alterations, TENANT shall reimburse LANDLORD for the expense of same, within thirty (30) days of the submission of the invoice for the expense. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF LEASED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension (s) thereof, said leased premises in as good condition as said leased premises were after the construction of the facility on the leased premises, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

Upon expiration or cancellation of this Lease, title to all improvements to the land shall be vested in the LANDLORD without any compensation due the TENANT. All furniture and equipment which may be removed without material damage to the leased premises shall remain the TENANT's property and may be removed without damage to the leased premises.

The TENANT, within thirty (30) calendar days following the expiration or cancellation of

this Lease, shall remove all personal property forthwith. Any of TENANT's personal property not removed in accordance with this Article shall constitute a gratuitous transfer of title thereof to the LANDLORD for whatsoever disposition is deemed to be the best interest of the LANDLORD. The LANDLORD shall not be responsible to TENANT for any safekeeping of TENANT's personal property.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided. This provision shall survive termination of the lease agreement.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the leased premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

The LANDLORD, through its Mayor or County Mayor's designee, shall have the right to cancel this Lease Agreement for cause at any time by giving the TENANT at least ninety (90) days' written notice prior to its effective date, should any of the following occur:

1. A building permit is not issued within the first two (2) years of the commencement of the Lease Agreement.
2. Construction of the facility has not been completed within five (5) years of the execution of this Lease Agreement.
3. A certificate of occupancy or temporary certificate of occupancy has not been obtained within six months of the building being completed.
4. Assignment by TENANT of this AGREEMENT for the benefit of creditors.
5. Non-performance of any material covenant of this Lease Agreement and failure of the TENANT to remedy such breach. Tenant shall have one hundred and eighty (180) days to cure any default after receiving written notice of same from LANDLORD.
6. In the event the TENANT shall willfully abandon or vacate the leased premises or any improvements made thereto before the end of term of this Lease, or any extension or renewal thereof, or willfully discontinue operations hereunder for a period of thirty (30) days or more.
7. If the leased premises shall be used by TENANT for any other purpose than as described in Article I, or if TENANT shall fail to maintain any required State of Florida licensing.
8. The conducting of any business or the merchandising of any product or service not specifically authorized herein.
9. A final judgment in favor of LANDLORD as a result of any litigation between the parties.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, this Lease will be automatically renewed for one (1) additional ten (10) year renewal period upon the same terms and conditions unless TENANT gives LANDLORD notice in writing of cancellation.

ARTICLE XVII
DISABLED INDIVIDUALS

The TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the American with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

The TENANT further warrants that the leased premises and any improvements thereto and access thereto, including but not limited to restrooms, hallways, entryways to the street and accessible parking under TENANT's dominion and control, if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. The TENANT covenants and agrees that the leased premises and any improvements thereto and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's sole cost and expense.

ARTICLE XVIII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:
Creative Children Therapy, Inc.
12608 S.W. 88th Street
Miami, Florida 33186
Attn: Maria Regina Orfila, Executive Director

LANDLORD:
Real Estate Management Section
Facilities Utilities and Management Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128
Attn: Jane Marie Hundertmark

COPY TO:
Miami-Dade Water and Sewer
Attn: Liliana Rainey-Lacau
3575 South LeJeune Road
Miami, Florida 33146

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XIX
INSURANCE

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Commercial General Liability* Insurance, on a comprehensive basis, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

D. Property Insurance, maintain fire and extended risk insurance coverage in an amount not less than the full insurable replacement value of any improvements or structures located on the leased premises, immediately upon erecting any improvement or facility allowed by Article III of this Lease. Miami-Dade County must be shown as an additional insured with respect to this coverage.

The insurance coverage required shall include those classifications as listed in standard Liability Insurance Manuals which most nearly reflect the operations of TENANT under this Lease Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

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

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

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

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

ARTICLE XX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement TENANT will obtain any and all necessary permits and approvals and that all uses of the leased premises will be in conformance with all applicable laws, including all applicable zoning regulations. Any and all charges, taxes, or assessments levied against the leased premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XXI
RESTRICTIONS AND COVENANTS OF THE LEASED PREMISES

The LANDLORD expressly prohibits the use at this location by the TENANT of Hippotherapy (horses), pet therapy and, gardening, as this property is located within the ten (10) day travel line of the LANDLORD's Southwest Wellfield Protection Area and as such, these uses and actions are inconsistent with the property and are detrimental to the public's health, safety and welfare. This use is restricted unless appropriate permits are obtained from appropriate regulatory agency and approved by Miami-Dade Water and Sewer Department.

ARTICLE XXII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

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

3. Florida Law

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties specifically agree to venue in Miami-Dade County, Florida.

4. Third-Party Beneficiaries

There are no intended third-party beneficiaries of this Agreement.

ARTICLE XXIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by resolution approved by the Board of County Commissioners.

ARTICLE XXIV
COUNTY'S RIGHTS AS SOVEREIGN

It is expressly understood that notwithstanding any provision of this Agreement and the County's status thereunder:

(a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the facility or the operation thereof, or be liable for the same; and

(b) The County shall not by virtue of this Agreement be obligated to grant the TENANT any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the facility.

No Liability for Exercise of Police Power.

Notwithstanding and prevailing over any contrary provision in this Agreement, any County covenant or obligation that may be contained in this Agreement, including but not limited to the following:

(c) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the TENANT, regardless of the purpose required for such cooperation;

(d) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;

(e) To apply for or assist the TENANT in applying for any County, City or third party permit or needed approval; or

(f) To contest, defend against, or assist the TENANT in contesting or defending against any challenge of any nature;

shall not bind the Board of County Commissioners, the Planning and Zoning Department, DERM or any other County, City, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power; and the County shall be released and held harmless, by the TENANT from any liability, responsibility, claims, consequential or other damages, or losses to the TENANT or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the Parties recognize that the approval of development approvals and permits will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the County shall have no obligation to approve, in whole or in part, any application for a Development Entitlement. The County's obligation to use reasonable good faith efforts in the processing and obtaining of such Development Approvals and Permits shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any applications. Moreover, in no event shall a failure of the County to adopt any of the Development Approvals and Permits be construed a breach or default of this Agreement.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

CREATIVE CHILDREN THERAPY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION
(TENANT)

WITNESS

BY: _____
Regina Orfila
Executive Director

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS
(LANDLORD)

By: _____
Carlos Alvarez
County Mayor