MEMORANDUM

HCD
Agenda Item No. **2(I)**

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: July 15, 2009

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

SUBJECT: Resolution amending the Lease Agreement approved pursuant to Resolution No. R-1102-08 that was to be executed with community partners for the provision of services at the County's Coordinated Victims Assistance Center

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

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

SUBJECT: Agenda Item No.

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 Mayor'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.

7-21-09

RESOLUTION NO. _____

RESOLUTION AMENDING THE LEASE AGREEMENT ORIGINALLY APPROVED PURSUANT TO RESOLUTION 1102-08 THAT WAS TO BE EXECUTED WITH COMMUNITY PARTNERS FOR THE PROVISION OF SERVICES AT THE COUNTY'S COORDINATED VICTIMS ASSISTANCE CENTER ("CVAC"); AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO ENTER INTO AGREEMENTS WITH ADDITIONAL COMMUNITY PARTNERS FOR THE PROVISION OF SERVICES AT THE CVAC; AND AUTHORIZING THE EXECUTION OF THE AMENDED LEASES WITH COMMUNITY PARTNERS TO PROVIDE SERVICES ON SITE AT THE CVAC

WHEREAS, pursuant to Resolution 1102-08, the Board of County Commissioners (the "Board") adopted a Resolution authorizing the County Mayor or Mayor's designee to negotiate and execute memoranda of understanding with community partners for the provision of services at the County's Coordinated Victims Assistance Center ("CVAC"); and

WHEREAS, Resolution 1102-08 also authorized the execution of a lease agreement with the community partners that provide services on site at the CVAC; and

WHEREAS, Article III of the lease approved by Resolution 1102-08 provided that the CVAC tenants were to be responsible for a share of operational costs that included: utilities, custodial services and photocopies; and

WHEREAS, since the opening of the CVAC an analysis was conducted to ensure that the community partners are in the best position to continue to provide services at both their original locations as well as their new satellite locations at the CVAC; and

WHEREAS, the County recognizes the financial constraints on the community partners associated with being situated in multiple locations and therefore desires to amend the lease to prevent the burden of additional utility payments from having an impact on the community partners' ability or desire to participate on site at the CVAC; and

WHEREAS, it is in the best interest of the County and the community partners that are providing invaluable services to the CVAC to execute an amended lease, in substantially the same form as Attachment A, which amends Article III of the original lease to release the community partners from the obligation to pay for a pro-rated share of the operational costs; and

WHEREAS, Article III of the original lease shall be amended to reflect that the only operational costs that the Tenant is to be responsible for is the cost to maintain security services outside of CVAC's normal hours of operation; and

WHEREAS, the CVAC and the community partners approved pursuant to Resolution 1102-08 have already provided many important and necessary services to the residents of Miami-Dade County; and

WHEREAS, Miami-Dade County recognizes the synergistic value of continued networking and collaboration in public/private initiatives involving government agencies, community-based organizations, health and human services providers, and law enforcement; and

WHEREAS, Miami-Dade County requires the flexibility to engage and incorporate new community partners in order to further and support CVAC's mission,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Authorizes the Mayor of Mayor's Designee to execute the amended lease in substantially the same form as Attachment A with CVAC's community partners that provide

services on site at the CVAC, thereby only requiring said community partners to pay to maintain security services when they are at the CVAC outside the normal hours of operation established by the County.

Section 2. Authorizes the Mayor or Mayor's Designee to negotiate and execute Memoranda of Understanding with any additional community partners that demonstrate an ability to further and support CVAC's mission.

Section 3. Authorizes the Mayor or Mayor's Designee to execute the amended lease as attached with additional not-for-profit entities if space is available, said space is not needed for use by the County and the not-for-profit's presence at the CVAC will further and promote the mission of CVAC.

Section 4. Authorizes the Mayor or Mayor's Designee to execute any contracts and agreements necessary to effectuate any of the purposes of this Resolution, and to exercise amendments, modifications, renewal, cancellation, and termination clauses of said agreements, following their approval by the County Attorney's Office, on behalf of Miami-Dade County, Florida.

The Prime Sponsor of the foregoing resolution is Commissioner Joe A. Martinez. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. 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. MD

Mandana Dashtaki

Attachment A

AMENDED[1] LEASE AGREEMENT

Whereas, the Board of County Commissioners by the adoption of Resolution 1102-08 approved a Lease Agreement allowing [Insert Name of Community Partner] to occupy space at the County's Coordinated Victims Assistance Center (CVAC) in order to provide services to victims of domestic violence; and

Whereas, the parties now wish to amend said Lease Agreement by entering into this successor Agreement; and

Whereas, Article III of this Amended Lease Agreement is amended to relieve the community partner of the burden of paying a pro-rated share of the operational costs of the CVAC but requires the community partner to pay for security services if they occupy the CVAC outside its normal hours of operation,

Now, Therefore, for and in consideration of the conditions and covenants hereinafter contained, the parties hereto agree to the Amended Lease Agreement as follows:

THIS AMENDED LEASE AGREEMENT made on the day of , 20__~~08~~, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and _____ a Florida Not-for-Profit Corporation hereinafter referred to as the "TENANT,"

***WITNESSETH*:**

That 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 demised premises described as follows:

_____ square feet of air-conditioned office space at the Coordinated Victims Assistance Center

[1] Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provision shall be in effect and remain unchanged.

(CVAC), which is located at 2400 South Dixie Highway, Miami, Florida 33133.

TO HAVE AND TO HOLD unto said TENANT for a term of one year, commencing upon approval of the Board of County Commissioners and acceptance of leased space, (the "Effective Date"), for a total annual rental of $1.00, payable in advance to the Board of County Commissioners, c/o Department of Human Services, Office of Administration, Financial Services Division, 2525 N.W. 62 Street, Suite 4000, Miami, Florida 33128, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein.

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

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely for the purposes of providing services and assistance to victims of domestic violence and sexual assault.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises in the condition they are in at the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

THE LANDLORD shall be responsible for the ~~TENANT during the term of this lease shall pay a pro-rated share of~~ operational costs of the demised premises, including but not limited to: water, electricity, garbage, sewer, janitorial and custodial services. ~~TENANT will be charged for these services based upon the amount of square footage utilized by TENANT.~~ LANDLORD agrees to provide auxiliary services such as security services and burglar alarm system monitored by General Services Administration Monday through Friday during normal hours of operation as determined by the LANDLORD.~~from 7:00 a.m. to 8:00 p.m. and burglar alarm system monitored by General Services~~

~~Administration. TENANT shall be responsible for any false alarm excess charges exceeding the limit allowed by the City of Miami which are caused as a result of TENANT'S negligence. Additionally,~~ TENANT shall be responsible for any costs to maintain security services if the facility is used for the purposes expressly listed above after normal hours of operation as determined by the LANDLORD~~. that are associated with its use of the facility after 8:00 p.m. and/or on the weekend for the purposes expressly listed above. This includes but is not limited to security services for any time after 8:00 p.m. and/or on the weekend. TENANT shall also be responsible for all costs associated with the telephone service for the demised premises. TENANT shall be assigned a specific code that will need to be entered when making photocopies on the LANDLORD'S equipment. This will allow the LANDLORD to account for the number of photocopies made and charge the TENANT accordingly.~~

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the demised premises. TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the demised premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF DEMISED PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or

other casualty to the extent that the demised premises are rendered untenantable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased building 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 demised premises unusable for the purposes intended, but capable of being repaired within thirty (30) 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 demised premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the demised premises so that they equal the condition of the demised premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the demised premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VI
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised 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 VIII
SIGNS

Signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to demised premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. 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 demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said demised premises in as good condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

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.

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the LANDLORD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance or failure of performance of the TENANT or any unrelated third party.

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 demised 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

CANCELLATION BY LANDLORD: The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the TENANT.

2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least eleven (11) months written notice prior to its effective date.

CANCELLATION BY TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for three (3) additional one (1) year renewal option periods upon the same terms and conditions, except that the rental amount shall be adjusted based upon an annual review and determination by the Department of Human Services of the operational costs of the building, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVII
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:

LANDLORD:

Director
Department of Human Services
2525 N.W. 62 Street
Suite 4000
Miami, Florida 33147

TENANT:

with a copy to:

General Services Administration
Real Estate Development Division
111 First Street
Suite 2460
Miami, Florida 33128

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 XVIII
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. Public Liability Insurance, in an amount not less than $300,000 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 Statues.

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 XIX
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 demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly

installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD, except for failure to pay rent, which shall have a fifteen (15) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIII
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 demised 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.

ARTICLE XXIV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXV

GOVERNING LAW

This Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVI
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.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

(CORPORATE SEAL)

_____,
A _____Florida Not-for-Profit Corporation

_____ _____
WITNESS (TENANT)

_____
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

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

By: _____
County Manager
~~Carlos Alvarez~~
~~Mayor~~ (LANDLORD)

21