Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

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

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

From: George M. Burgess
County Manager

Subject: Lease Agreement at 11025 S.W. 84 Street, Cottages 5, 6 and 7, Miami, with the Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-For-Profit Corporation
Property # 4031-01-88

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of a Lease Agreement at 11025 S.W. 84 Street, Miami, with the Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-for-Profit Corporation. This lease has been prepared by the General Services Administration at the request of the Department of Human Services.

PROPERTY:	11025 S.W. 84 Street, Cottages 5, 6 and 7, Miami
COMMISSION DISTRICT:	10
COMMISSION DISTRICTS IMPACTED:	Countywide
OWNER:	Miami-Dade County
TENANT:	Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-for-Profit Corporation.
USE:	14,781 square feet of rentable space known as cottages 5, 6, and 7 together with grounds to be utilized for playground and parking.
TENANT'S TRACK RECORD:	The County has no record of negative performance issues with the Association for Retarded Citizens South Florida, Inc.
JUSTIFICATION:	The Association for Retarded Citizens South Florida, Inc., (ARC) has the need to continue utilizing this facility to house therapeutic, educational and recreational programs for infants and pre-school children with physical and mental disabilities. ARC has been in this location since March, 2000.
LEASE TERM:	Two years with one additional five-year renewal option period.

EFFECTIVE DATES:	Commencing upon the passage of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement and terminating two years thereafter.
RENTAL RATE:	The annual revenue for the first lease year is $62,819.25, which is equal to $4.25 per square foot on an annual basis. The annual revenue for the second year and any subsequent renewal option period shall be adjusted each year based upon an annual review and determination by the Department of Human Services.
LEASE CONDITIONS:	The tenant is responsible for all utilities, heating, air conditioning, HVAC system maintenance, janitorial and custodial services, plumbing, electrical lines, and the interior of the demised premises. The County is responsible for grounds maintenance.
CANCELLATION PROVISION:	Either party may cancel at anytime by giving the other at least 60 days notice prior to its effective date.
CURRENT LEASE:	The current lease agreement was approved by the Board on February 8, 2000 by Resolution No. R-114-00. The lease was for a ten-year term with two additional five-year renewal option periods. The first amendment to the lease agreement, approved by the Board on January 20, 2004 by Resolution No. R-49-04, modified the terms of the lease by increasing the annual rental rate to $2.13 per square foot per year, and increasing the square footage of the leased premises from 10,000 to 14,781 by adding Cottage #5. In addition, the lease term was changed to terminate February 19, 2010.
COMMENTS:	No County funds will be expended for this program.
MONITOR:	Tania Llado, Chief Real Estate Officer
DELEGATED AUTHORITY:	Authorizes the County Mayor or the County Mayor's designee to execute the attached lease agreement, exercise the cancellation provision, and the one additional five-year renewal option period.

Wendi J. Norris
Director
General Services Administration

MEMORANDUM
(Revised)

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

DATE: March 2, 2010

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

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

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)(A)
3-2-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 11025 S.W. 84 STREET, COTTAGES 5, 6 AND 7, MIAMI, WITH THE ASSOCIATION FOR RETARDED CITIZENS SOUTH FLORIDA, INC., (ARC) AND AFFILIATE SANDOR WIENER SCHOOL OF OPPORTUNITY, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED TO HOUSE THERAPEUTIC, EDUCATIONAL AND RECREATIONAL PROGRAMS FOR PHYSICALLY AND MENTALLY CHALLENGED INFANTS, PRE-SCHOOL CHILDREN AND THEIR FAMILIES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity is a Florida Not-for-Profit Corporation, organized for the purpose of providing services to physically and mentally challenged infants, pre-school children and their families; and

WHEREAS, the Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-for-Profit Corporation, desires to lease certain County-owned property located at 11025 S.W. 84 Street, Cottages 5, 6 and 7, Miami, to house therapeutic, educational and recreational programs for physically and mentally challenged infants, pre-school children and their families; and

WHEREAS, the County is satisfied that the Association for Retarded Citizens South Florida, Inc., (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-for-Profit corporation, does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

WHEREAS, this Board 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 Association for Retarded Citizens, (ARC) and affiliate Sandor Wiener School of Opportunity, a Florida Not-for-Profit Corporation, for premises to be utilized to house therapeutic, educational and recreational programs for physically and mentally challenged infants, pre-school children and their families, 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.

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:

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 2nd day of March, 2010. 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 of this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2010 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and the ASSOCIATION FOR RETARDED CITIZENS SOUTH FLORIDA, INC. and affiliate SANDOR WIENER SCHOOL OF OPPORTUNITY, 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:

> 14,781 square feet of space known as Cottages 5, 6 and 7 located at 11025 S.W. 84 Street, Miami together with the grounds adjacent to the building for playground purposes and off street parking.

TO HAVE AND TO HOLD unto said TENANT for a term of Two (2) years, commencing upon the effective date of the resolution of the Miami-Dade Board of County Commissioners (the "Board") approving this Lease Agreement (the "Effective Date"), and terminating Two years thereafter, for a total annual rental of Sixty Two Thousand Eight Hundred Nineteen Dollars and 25/100 ($62,819.25) for the first lease year, payable in twelve (12) equal monthly installments of Five Thousand Two Hundred Thirty-Four Dollars and 94/100 ($5,234.94), payable in advance on the first day of every month 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 33147, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual rental amount for the second lease year and any subsequent renewal option period shall be adjusted based upon an annual review and determination by Miami-Dade County Department of Human Services.

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 educational, recreational and related services for infants, toddlers and pre-school children with disabilities and their families and for the performance of work incidental thereto, which might include children of similar ages without disabilities. TENANT will be responsible for any renovation costs, permit fees, ADA compliance needs and all necessary fees needed to operate the program.

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 TENANT, during the term hereof, shall pay all charges for utilities including water, waste disposal and electricity used by the TENANT and shall provide janitorial and custodial services for the Demised Premises. The 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 Demised Premises. TENANT shall be responsible for all costs associated with the maintenance and repairs of the HVAC systems, interior plumbing and electrical lines, inclusive of the telephone service for the Demised Premises and shall pay all taxes and assessments levied upon the subject property.

ARTICLE IV
MAINTENANCE

The TENANT agrees to maintain and keep in state of good repair, safe condition, and appearance, during the term of this Lease Agreement and any extension or renewal thereof, the exterior and interior of the Demised Premises and any improvements thereto. TENANT shall be responsible for taxes and special assessments levied upon or relative to 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. 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.

It is understood that the LANDLORD shall be responsible for grounds maintenance under this Lease Agreement.

ARTICLE V
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 Americans 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 Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street and accessible parking, 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 Demised Premises 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 cost and expense.

ARTICLE VI
ALTERATIONS BY TENANT

The TENANT may make alterations, additions or improvements in or to the premises as may be required for the operation of its program as described in Article I with the written consent of the LANLORD, in each case. All plans for the alterations, additions or improvements shall be submitted to the Director of the Department of Human Services for the approval prior to the commencement of any work. Furthermore, the TENANT shall not commence construction of any improvements upon any of

the demised property until it has on hand sufficient funds or methods of financing to pay the full cost of the improvements. All additions, fixtures or improvements, except but not limited to store and office furniture and fixtures or improvements, except but not limited to store and office furniture and fixtures, exclusive of furnishings provided by the LANDLORD, which are readily removable without injury to the premises, shall have title vested to the LANDLORD without any compensation due to the TENANT and remain a part of the Demised Premises at the expiration or cancellation of this Lease Agreement. However, prior to title so vesting, the LANDLORD and the TENANT may negotiate the removal and/or replacement of fixtures installed specifically as a necessity for the intended use by TENANT.

ARTICLE VII
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 VIII
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 IX
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.

ARTICLE X
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 XI
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 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 XII
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 XIII
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 XIV
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. The obligations of TENANT under this Article shall survive the expiration or earlier termination of this Lease Agreement.

ARTICLE XV
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 XVI
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 XVII
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 the County Manager's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving TENANT at

least sixty (60) days 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 sixty (60) days written notice prior to its effective date.

ARTICLE XVIII
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, LANDLORD will notify TENANT of the option to extend this Lease Agreement for one (1) additional five-year renewal option period, subject to joint review by both parties, upon the same terms and conditions, except that the annual rental amount shall be increased based upon an annual review and determination by Miami-Dade County Department of Human Services, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XIX
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:

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

TENANT:

Association for Retarded Citizens, South Florida
555 Biscayne Boulevard
P.O. Box 371333
Miami, Florida 33137

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 XX
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 (2000 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 XXI
PERMITS , REGULATIONS AND SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain and maintain throughout the term of this Lease Agreement, 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 XXII
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 XXIII
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 ten (10) 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 XXIV
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 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.

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)

ASSOCIATION FOR RETARDED CITIZENS, SOUTH FLORIDA, INC.
A Florida Not-for-Profit Corporation

WITNESS

By: _____
Michael Messer
Executive Director
(TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

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

By: _____
Carlos Alvarez
County Mayor (LANDLORD)