

Memorandum



Date: October 7, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 8(F)(4)

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement between Miami-Dade County and the Florida Department of Education, Division of Blind Services at the Richard E. Gerstein Justice Building, 1351 NW. 12 Avenue, Suite 7010, Miami, FL - Lease No. 01-3135-037-0030-L01

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between the County and the Florida Department of Education, Division of Blind Services (Blind Services) for the jury pool snack bar in the Richard E. Gerstein Justice Building (Gerstein Building) located at 1351 NW. 12 Avenue, Suite 7010, Miami, FL. More specifically, the resolution does the following:

- Authorizes the leasing of a 750 square foot snack bar at the Richard E. Gerstein Justice Building; and
- Authorizes a lease term of five years, plus one additional five-year renewal option period.

Scope

The property is located in County Commission District 3, which is represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

The current lease agreement with Blind Services at the Gerstein Building is a \$1.00 per year lease, with all costs for utilities absorbed by the County.

Under the proposed Lease Agreement, Blind Services has agreed to pay the County rent in the amount of two percent of monthly gross sales to help offset the cost of utilities. Using Blind Services' average gross sales for the past three years (approximately \$260,000 annually), it is estimated this the lease will generate annual revenue of approximately \$5,200, or a total of \$52,000 if the initial five year term and one, five year renewal option period is exercised.

Track Record/Monitor

The County has no record of negative performance issues with Blind Services. Miguel de la Torre, in Real Estate Development Division of the Internal Services Department, is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise the renewal and cancellation provisions, and all other rights conferred therein.

Background

Pursuant to Florida Statute 413.041, Blind Services is authorized to carry on activities to promote the employment of eligible blind persons, including the licensing and establishment of such persons as operators of vending facilities on public property. Blind Services, through its Bureau of Business Enterprises, has been operating the jury pool snack bar at the Gerstein Building since 1976. As part of the proposed lease, Blind Services has requested to, and is being granted, the right to sell hot meals that are cooked off site and brought in on a daily basis.

Additional Lease details are as follows:

LEASE TERM: Five years, plus one five-year renewal option period.

EFFECTIVE DATES: Upon approval by the Board and terminating five years thereafter.

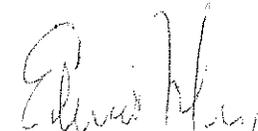
RENTAL RATE: The current rental rate is \$1.00 per year. The proposed monthly rental rate is two percent of monthly gross sales. The County is responsible for all of the building's expenses. Blind Services is responsible for custodial and janitorial services within the leased space.

LEASE CONDITIONS: The County will furnish and maintain the electricity, water, gas and sanitary sewage disposal system. Blind Services will be responsible for janitorial and custodial services.

CANCELLATION PROVISION: Either party may cancel this agreement by giving at least 60 days prior written notice.

CURRENT LEASE: The current Lease Agreement was approved by the Board in 1976 by Resolution R-120-76. The lease period was for five years, commencing on January 1, 1976. Blind Services has continued to occupy the property on a month to month basis under the same terms and conditions as the original lease agreement.

Attachment



Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 7, 2014

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

SUBJECT: Agenda Item No. 8(F)(4)

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 Mayor'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)(4)
10-7-14

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN THE COUNTY AND THE FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES FOR PREMISES LOCATED IN THE RICHARD E. GERSTEIN JUSTICE BUILDING, 1351 N.W. 12TH STREET, SUITE 7010, MIAMI, TO BE UTILIZED BY THE FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES AS A SNACK BAR WITH AN ESTIMATED TOTAL FISCAL IMPACT TO THE COUNTY OF \$52,000.00 FOR THE INITIAL FIVE-YEAR TERM AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the Florida Department of Education, Division of Blind Services, is an agency of the State; and

WHEREAS, the Florida Department of Education, Division of Blind Services desires to continue operating the snack bar located on the seventh floor of the Richard E. Gerstein Justice Building for the purposes of providing food service to citizens participating in the jury pool, building employees and the public in general; and

WHEREAS, this Board finds that pursuant to Section 125.38 of the Florida Statutes, such lease for such use of this property would promote community interest and welfare, and that the Florida Department of Education, Division of Blind Services requires the County owned property for such use; 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:

Section 1. The foregoing recitals are incorporated herein and are approved.

Section 2. This Board hereby approves the terms of the Lease Agreement between Miami-Dade County and the Florida Department of Education, Division of Blind Services, for premises to be utilized as a snack bar with a total fiscal impact of \$52,000.00 for the initial five-year term of the lease and the one-five year renewal option period, all in substantially the form attached hereto and made a part hereof by this reference (the "Lease"). This Board hereby authorizes the County Mayor or the County Mayor's designee to execute this lease 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2014. 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.

JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the ___ day of _____, 2014, by and between MIAMI DADE COUNTY a political subdivision of the State of Florida, hereinafter called the "LANDLORD," and FLORIDA DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES, hereinafter called the "TENANT"

WITNESSETH:

WHEREAS, the LANDLORD is the owner of certain real property in Miami Dade County, Florida, known as the Richard E. Gerstein Justice Building, located at 1351 NW. 12 Street, Miami, Florida, and

WHEREAS, it is the desire of the parties hereto, to enter into a Lease Agreement for the operation of a Snack Bar in said building.

NOW, THEREFORE in consideration of the restrictions and covenants herein contained, the LANDLORD hereby agrees to lease to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

Approximately 750 rentable square feet of air-conditioned space located on the 7th floor of the Richard E. Gerstein Justice Building, 1351 NW 12 Street, Suite 7010, Miami, FL

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date") and terminating Five (5) years thereafter, for and at a total monthly rental equal to two percent (2%) of the monthly gross sales amount as such sales are reported monthly by the Tenant to the State of Florida Department of Revenue, payable on or before the 10th day following the end of each month, payable to: Miami-Dade County c/o Internal Services Department, Real Estate Development Division, 111 N.W. First Street, Suite 2460, 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 TENANT is hereby granted a nonexclusive right to operate a Snack Bar within the Demised Premises. The Demised Premises shall be used exclusively for the dispensing and sale of pre-cooked food or/and pre-package food, and for the sale of soft drinks and snacks items such as candy, chips, pastries, an all other items as agreed upon on these premises to employees and visitors. All prices, portions and quality shall be at least comparable to those prices charged by similar establishments in the area. It is understood and agreed that no food will be cooked on the premises. Landlord reserves the right to prohibit the sale of certain items.

Article II
CONDITION OF LEASED PROPERTY

The TENANT hereby agrees to accept the premises in the condition they are on the commencement date of this lease, and agrees to maintain the interior thereof in the same condition, order, and repair as they are in at the commencement of said term, or as improved as herein provided, except for reasonable wear and tear, Acts of God, the elements or any other casualty whatsoever.

Article III
OPTIONS TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for One (1) additional Five (5) year renewal option period

upon the same terms and conditions by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

Article IV
QUALITY OF TENANT'S SERVICES

In the operation under the Lease Agreement herein granted, TENANT and its clients, agents and employees shall:

A. Conduct its operations in an orderly manner so as not to annoy, disturb or be offensive to customers, patrons, or others in or about the Demised Premises.

B. Furnish a full-time manager for its operation who will be stationed on the premises and will be responsible for the operations of the TENANT thereon. Such manager shall be a person experienced in the management and operation of the business contemplated by this Lease Agreement.

C. Control the conduct and demeanor, of its employees, clients, agents, representative and customers.

D. At all times during the term of the Lease Agreement, keep in a clean, neat, sanitary and orderly condition and appearance the Demised Premises, including the equipment, fixtures and personal property thereon.

E. Furnish good, prompt and efficient service, adequate to meet all reasonable demands thereof.

F. Do all things reasonably necessary or required by the LANDLORD or his designee to maintain a high standard of quality and management for the operation contemplated by this Lease Agreement.

G. Remove from the Demised Premises to the appropriate area, all trash and refuse of any nature whatsoever, which may accumulate and arise from the operation of the TENANT's business. This will be placed in the bulk containers maintained by the LANDLORD for such purpose.

H. Keep the Demised Premises open for business a minimum of from 7:00 A.M. to 3:00 P.M. daily, except Saturdays, Sundays and legally declared holidays.

Article V
LAWS, ORDINANCES, RULES, REGULATIONS
AND LICENSES

The TENANT shall observe and obey all the laws, ordinances, regulations and rules of the Gerstein Justice Building, the City of Miami, Miami Dade County and the Federal and State Governments, which may be applicable to its operations in the Demised Premises, and shall at its sole cost, obtain and maintain all permits and licenses necessary for its operation.

The LANDLORD or his designee shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Demised Premises.

Article VI
FINANCIAL REPORTS

The TENANT will provide the LANDLORD, or his designee, monthly reports of gross receipts by providing copies of the required report on monthly sales by the State of Florida Department of Revenue.

Article VII
UTILITIES

The LANDLORD shall furnish and maintain the electricity, water, gas and sanitary sewage disposal, at no cost to the TENANT. The LANDLORD shall have no obligation

to provide utilities to the premises in addition to those existing at the time of the execution of this Lease Agreement. TENANT shall pay for janitorial and custodial services used by TENANT.

Article VIII
SIGNS

The TENANT shall not erect, maintain or display any signs or any advertising matter without the prior written approval of the LANDLORD or his representative, which approval shall not be unreasonably withheld.

Article IX
INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any wise creating or establishing the relationship of co-partners, employees, agents or representatives between the parties hereto.

Article X
INSPECTION BY THE LANDLORD

The LANDLORD, through its representative, may make periodic inspections of the Demised Premises and equipment to determine if such are in conformity herewith with all requirements and stipulations of this Lease Agreement. The TENANT shall make all improvements in cleaning or maintenance methods, including the painting of the premises, as may be reasonably required by the LANDLORD from time to time. LANDLORD, or any of its agents, shall have the right to enter said premises to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or for the purpose of resolving placards, signs fixtures, alterations or additions which do not conform to this Agreement.

Article XI
MAINTENANCE

TENANT agrees to maintain and keep in good repair, condition and appearance, during the term of this Lease Agreement, 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.

TENANT shall be responsible for repair and maintenance of all equipment owned, leased or use by the TENANT within the Demise Premises.

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following: Plumbing and electrical lines, light fixtures, and equipment (but not light bulbs or starters used within the Demise Premises); halls, stairways, elevators, restrooms, walls, paint, and flooring; back-up generator, air-conditioning and heating equipment; roof and roof leaks; windows, doors, and frames; fire equipment, including inspection as required by applicable fire codes.

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Permit Agreement, the exterior of the building.

Article XII
ALTERATION BY TENANT

No alterations, changes or additions to the Demised Premises shall be made by the TENANT without the written consent of the LANDLORD or his designee first being obtained,

and further, that all plans and specifications of such modifications or changes shall be submitted for approval to the LANDLORD prior to the commencement of the work.

Article XIII
LANDLORD'S RIGHT TO CONSTRUCT FACILITIES

Notwithstanding any provision in this agreement to the contrary the LANDLORD, through its representatives, shall have the absolute right to make any repairs, alteration or additions to the said Gerstein Justice Building, free from any and all liability to the TENANT herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs, alteration or additions.

Article XIV
DAMAGE OR DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, as to deem the Demised Premises unsafe and untenable, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred eighty (180) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred eighty (180) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of

written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises be untenable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the entire Demised Premises untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

In the event the said Demised Premises are completely destroyed by fire, explosion, the elements, Acts of God or any other cause whatsoever to the extent that the Demised Premises are rendered untenable or unfit for the purpose of the TENANT, either party may cancel this Lease Agreement by the giving of written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within thirty (30) days after the date of such destruction or damage, the LANDLORD shall cause the Demised Premises to be repaired and place in good condition as soon as practical thereafter. In the event of partial destruction, which shall not render the Demised Premises wholly untenable, the damage shall be repaired with due diligence by the LANDLORD. The entire cost for repairs in the event of total or partial destruction shall be borne by the LANDLORD unless such destruction or damage is caused by the TENANT, its agents, employees or invitees; then in such event the entire cost of repairs shall be borne by the TENANT.

Article XV
INGRESS AND EGRESS

Subject to rules and regulations governing the use of the Gerstein Justice Building, TENANT, its agents, employees, and invitees and its suppliers, service, and furnishers of material, shall have the right of ingress and egress to and from the premises. Nothing herein shall

be construed to allow any "free parking" privileges to the TENANT, its employees, agents and contractors in the parking garage of the said Gerstein Justice Building.

Article XVI
INDEMNIFICATION AND HOLD HARMLESS

The TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, including attorney's fees and costs of defense, which LANDLORD 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 Agreement by the TENANT and TENANT shall defend the LANDLORD, including any and all appellate actions, in any such actions or proceedings whether in the name of the LANDLORD or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the TENANT 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 \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the TENANT arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the TENANT.

Article XVII
ASSIGNMENT

The TENANT shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Lease Agreement, or any interest in any portion of same, without the formal written consent of the LANDLORD.

Article XVIII
REMOVAL OF PROPERTY

All additions or improvements, except only store furniture, fixtures and equipment owned by the TENANT which shall be readily removable without injury to the premises, shall be in and remain a part of the premises at the expiration of this Lease Agreement.

Article XIX
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the Demised Premises shall be at the risk of the TENANT or the owner of such property thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to the negligence of LANDLORD, its agents or employees.

Article XX
NOTICE AND PAYMENTS

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to Miami Dade County, Internal Services Department, 111 NW 1 ST Suite 2460, Miami Florida, 33128 shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT or its agents at Division of Blind Services 401 N.W. 2nd Avenue Room S-712 Miami, Fl. 33128 shall constitute sufficient notice to the TENANT 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 XXI
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 XXII
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 premises without hindrance or molestation by LANDLORD.

Article XXIII
SURRENDER OF PREMISES

At the expiration of this Lease Agreement or any renewal thereof TENANT shall, without demand, quietly and peaceably deliver up and surrender possession of the Demised Premises to the LANDLORD in as good condition as they are now, except for normal wear and decay, damage by the elements, act of God or any other casualty.

Article XXIV
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 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 XXV
DEFAULT BY 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 XXVI
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 XXVII
CANCELLATION

This Lease Agreement may be cancelled by either party by giving written notice of cancelation at least sixty (60) days' prior notice.

Article XXVIII
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 XXIX
FINANCIAL REPORTS

On or before the 10th day following the end of each calendar months throughout the term of this Lease Agreement, the Tenant shall furnish to the Landlord a statement of monthly gross revenues for the preceding calendar month and certify to the accuracy of such gross revenues in such form as shall be prescribed by the Landlord, along with a copy of the corresponding monthly gross sales reports submitted to the State of Florida Department of Revenue.

Article XXX
RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in

Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Article XXXI
GOVERNING LAW

This Lease 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 XXXII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading hereto and it may be modified only by an agreement in writing signed and sealed by LANDLORD and TENANT. 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)

WITNESS

Gayle Newton
WITNESS

Florida Department of Education

By: Pam Stewart
Pam Stewart, Commissioner

Date: 3/31/14

By: Robert Doyle III
Robert Doyle III, Director

ON BEHALF OF
ROBERT DOYLE, III

Date: 3-27-14

Approved as to Form and Legal Sufficiency
for DBS

By: Bonnie Whitcomb

Date: 03/25/14

(TENANT)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
Mayor (LANDLORD)

Approved by the County Attorney as
to form and legal sufficiency _____