

MEMORANDUM

Agenda Item No. 8(F)(4)

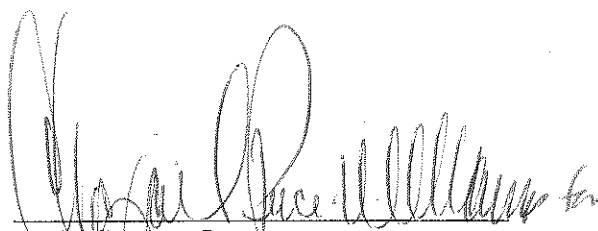
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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

SUBJECT: Resolution, pursuant to Section 125.38, Florida Statutes, approving terms of and authorizing execution by the County Mayor of a lease agreement between Miami-Dade County and the ARC of South Florida (a fictitious business name for the Association of Retarded Citizens, South Florida, Inc.), a Florida not-for-profit corporation, for the premises located at the Community of Landmark, 20000 N.W. 47 Avenue, Unincorporated Miami-Dade County, Florida

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan, and Co-Sponsors Commissioner Dennis C. Moss and Commissioner Juan C. Zapata.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: February 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez".

Subject: Lease Agreement with The ARC of South Florida, Located at the Community of Landmark, 20000 N.W. 47 Avenue, Unincorporated Miami-Dade County, Florida
Lease No. 30-1131-001-0030 - L11

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, as Landlord, and The ARC of South Florida (d/b/a as the Association of Retarded Citizens, South Florida, Inc.), as Tenant, a Florida not-for-profit corporation. More specifically, the resolution does the following:

- Authorizes the leasing of approximately 6,069 rentable square feet, comprised of Building 7A, Building 7B, and Building 7C (collectively known as Building 7), any land immediately surrounding these buildings, and any ancillary parking adjacent to these buildings, located at the Community of Landmark (Landmark), 20000 N.W. 47 Avenue, in unincorporated Miami-Dade County, Florida; and
- Authorizes an initial lease term of one year, plus a one year renewal option period.

Scope

The property is located in County Commission District 1, which is represented by Commissioner Barbara J. Jordan.

Fiscal Impact/Funding Source

The revenue to the County's general fund for the first year of the Lease Agreement is estimated to be \$51,259 (\$8 per square foot), which will be paid in 12 equal installments of \$4,272 per month. The total projected revenue to the County for the one-year lease term, plus the additional one-year renewal option term is estimated to be \$104,055, which factors in a three percent annual rental increase. The County is responsible for the payment of water, and electricity services used by the Tenant during the term of the Lease Agreement, and the renewal option period. The \$8 per square foot rental rate has been granted to the various social services agencies who are tenants at Landmark in light of their outstanding service to Miami-Dade County residents of various special needs.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. Dirk Duval, of the Real Estate Development Division in the Internal Services Department, is the lease monitor. A copy of this lease will be transmitted to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

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

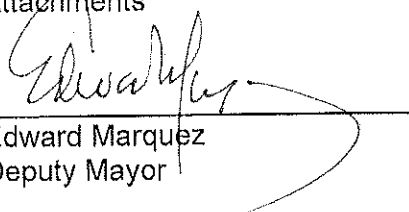
Background

The ARC of South Florida has been a tenant at Landmark since 2005 and is desirous of continuing to utilize the property for the purpose of providing child welfare and training programs that include, but are not limited to, a school for children with disabilities (pre-K to Grade 12) as well as ancillary office/storage space.

Additional lease details are as follows:

- COMPANY PRINCIPALS: Michael M. Messer, President
- LEASE TERM: One year, plus one additional one year renewal option period.
- EFFECTIVE DATES: Commencing on the date the Lease Agreement is executed by the Landlord, and terminating one year thereafter.
- RENTAL RATE: The Tenant's current rent is \$51,259 (\$8 per square foot). The annual rent for the first year of the proposed Lease Agreement will be \$51,259 (\$8 per square foot). The annual rent for the renewal option period, shall be increased by three percent.
- LEASE CONDITIONS: The Tenant is responsible for the maintenance of any and all water lines, sewer pipes and/or electrical lines. Tenant at its sole cost and expense will maintain all building structures, and all infrastructure, as well as any and all vegetation. Tenant is solely responsible for securing and maintaining its own security in and around the premises.
- CANCELLATION PROVISION: The County may terminate the Lease Agreement at any time, by giving written notice at least 180 days prior to the effective date. Tenant may cancel the Lease Agreement at any time by giving the giving written notice at least 30 days prior to the effective date.

Attachments



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 3, 2015

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)
2-3-15

RESOLUTION NO. _____

RESOLUTION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE ARC OF SOUTH FLORIDA (A FICTITIOUS BUSINESS NAME FOR THE ASSOCIATION OF RETARDED CITIZENS, SOUTH FLORIDA, INC.), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE PREMISES LOCATED AT THE COMMUNITY OF LANDMARK, 20000 N.W. 47 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY IN THE AMOUNT OF \$104,055.00, FOR THE ONE YEAR TERM OF THE LEASE AGREEMENT AND THE ADDITIONAL ONE YEAR RENEWAL OPTION PERIOD; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF ITS EXECUTION

WHEREAS, The ARC of South Florida is a Florida not-for-profit corporation, organized for the purpose of servicing the needs of the public; and

WHEREAS, The ARC of South Florida desires to lease certain County-owned property located at the Community of Landmark located at 20000 N.W. 47 Avenue, Unincorporated Miami-Dade County, Florida, for space to be utilized for providing child welfare and training programs and for ancillary office/storage space; and

WHEREAS, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, The ARC of South Florida does require the property for a use consistent with its mission and in support of the community interest and welfare purposes for which it is organized, and finds that a

lease for the proposed use would promote community interest and welfare, 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:

Section 1. This Board hereby approves the Lease Agreement between Miami-Dade County and The ARC of South Florida (a fictitious business name for The Association of Retarded Citizens, South Florida, Inc.), a Florida not-for-profit corporation, for the premises described as Building 7A, Building 7B, and Building 7C (collectively known as Building 7) located at the Community of Landmark, 20000 N.W. 47 Avenue, Unincorporated Miami-Dade County, Florida, with a total gross rental revenue to the County in an amount of \$104,055.00, for the initial one (1) year term of the Lease Agreement and the additional one (1) year renewal option period, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or the Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

Section 2. The County Mayor or the Mayor's designee is hereby directed to provide to the Property Appraiser's Office an executed copy of the Lease Agreement with thirty (30) days of its execution.

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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. 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.



Monica Rizo

LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") made on this _____ day of _____, 20_____, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to herein as the "Landlord", and THE ARC OF SOUTH FLORIDA (a fictitious business name for The Association For Retarded Citizens, South Florida, Inc., a not-for-profit Florida corporation), whose principal place of business is located at 5555 Biscayne Boulevard, Miami, Florida, hereinafter referred to as the "Tenant".

RECITALS:

WHEREAS, on or about September 30, 2005, the Landlord and Tenant, under the previous name of Sandor Wiener School of Opportunity, entered into a Permit Agreement wherein the Landlord agreed to allow the Tenant (formerly the "Permittee"), for a one (1) year term, to use County-owned property, commonly known as the Community of Landmark, for a charter school and for ancillary office/storage space. The term of that Permit Agreement terminated on September 30, 2006; and

WHEREAS, the above-mentioned Permit Agreement contained an option to renew the Permit Agreement for an additional one (1) year term so long as certain conditions were met by the Tenant (formerly the "Permittee"). And that option to renew the Permit Agreement was exercised, and the term of the Permit Agreement was extended for an additional one (1) year term, which expired on September 30, 2007; and

WHEREAS, on or about September 28, 2007, the parties entered into a First Amendment to Permit Agreement, to extend the term of the Permit Agreement for a four (4) month term, or until a lease agreement between the parties was entered into, whichever was sooner. The First Amendment to Permit Agreement terminated on January 31, 2008; and

WHEREAS, the parties continued and expanded their relationship (the Tenant under the previous name of Sandor Wiener School of Opportunity) into a lease agreement for a two (2) year term, with several option periods for renewal, which expired on January 31, 2012; and

WHEREAS, the parties entered into a lease agreement for a one (1) year term, with one (1) one

(1) year option period, which expired on January 31, 2014; and

WHEREAS, the Landlord and Tenant desire to enter into a new lease agreement for a one (1) year term, with a one (1) year option, for the use of the same buildings and adjacent property on the Landlord's Community of Landmark property, along with certain restrictions and limitations as defined and outlined in this Agreement; and

WHEREAS, the Landlord, pursuant to Section 125.38, *Florida Statutes*, finds that the Tenant requires the building and the property for community interest purposes, and that the building and the property are not otherwise needed for the Landlord's purposes, and that a lease of the building and the adjacent property to the Tenant would promote community interest and welfare.

NOW, THEREFORE, the Landlord and the Tenant hereby mutually understand and agree that they have knowingly and voluntarily entered into this Agreement.

WITNESSETH:

The Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby agrees to lease from Landlord the demised premises in the manner described as follows:

ARTICLE 1
INCORPORATION OF RECITALS

1.01 The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.

ARTICLE 2
DESCRIPTION OF PREMISES

2.01 Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord: Approximately 6,069 rentable square feet comprised of Building 7A, Building 7B, and Building 7C (collectively known as Building 7), and any land immediately surrounding these buildings, along with ancillary parking adjacent to these buildings located at 20000 N.W. 47th Avenue, Miami, Florida 33055 (the "Premises"), all as set forth and depicted in the attached diagram, which is marked as "Exhibit A", and which is incorporated herein by reference. The entire property located at 20000 N.W. 47th Avenue,

Miami, Florida 33055 is a property commonly referred to as the Community of Landmark. The Community of Landmark is depicted on the attached map, marked Exhibit "B" and incorporated herein by reference.

2.02 Landlord and Tenant agree that the aforementioned square footage leased to the Tenant is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

2.03 Notwithstanding anything to the contrary contained herein, the Premises has been inspected by the Tenant, who accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, and who understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or whether it is fit for any particular purpose.

2.04 The Tenant shall have the right to reduce the number of rented buildings, and remove them from the definition of Premises, at any time, by giving the Landlord at least thirty (30) days written notice prior to its effective date. However, the Tenant shall not be permitted to reduce, decrease the size of, or otherwise diminish a portion(s) of any building that is hereby leased to the Tenant.

ARTICLE 3 **TERM**

3.01 The term of this Agreement is for a one (1) year period, and shall commence on the date that this Agreement is entered into by the Landlord (hereinafter described as the "Commencement Date"), and Landlord and Tenant agree that this Agreement is scheduled to terminate one (1) year thereafter (hereinafter "Termination Date"). After the Commencement Date, the Landlord shall send the Tenant a Letter of Commencement, identifying both the Commencement Date, and the Termination Date of this Agreement.

3.02 This Agreement shall terminate on the Termination Date or at the end of any extension or renewal thereof, without the necessity of any notice from either the Landlord or the Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant

hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

3.03 If Tenant shall be in possession of the Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either party on thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

3.04 Upon the Commencement Date of this Agreement, any and all other lease agreements, if any, that the Landlord has with the Tenant for the same buildings and/or space located at the Community of Landmark, shall automatically terminate without further notice to the Landlord or Tenant. This Agreement shall replace and succeed any and all other such agreements in their entirety.

ARTICLE 4 **RENT**

4.01 Tenant covenants and agrees to pay to Landlord as rental for a term of one (1) year, commencing on the Commencement Date, and terminating on the Termination Date, an annual rent in the amount of Fifty-one Thousand Two Hundred Fifty-eight Dollars and Seventy-two Cents (\$51,258.72), which rent may be paid in twelve (12) monthly installments, in the amount of Four Thousand Two Hundred Seventy-one Dollars and Fifty-six Cents (\$4,271.56).

4.02 The Landlord shall be permitted to accelerate the rent upon any default by the Tenant. Further, the Tenant also agrees that the rent is payable in monthly installments, as described above, and payable on the first (1st) day of each and every month to Miami-Dade County ISD, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. The parties also acknowledge and agree that the October monthly installment rental payment for each year will be processed by the Landlord after the close of the Landlord's fiscal year, for each calendar year.

4.03 Tenant further agrees that it shall pay the rent when due and payable, and without setoff, deduction or prior demand whatsoever. Tenant shall pay the rent without any stipulation, restriction, condition, reservation of right, or any other limitation. If Tenant shall fail to pay rent or any portion of the rent, within seven (7) calendar days of when it is due, Tenant shall be obligated to pay a late payment charge equal to the greater of One Hundred (\$100.00) Dollars or ten (10%) percent of any rent payment not paid when due to reimburse Landlord for its additional administrative costs. In addition, any rent payment which is not paid within seven (7) calendar days after the due date shall bear interest in the amount of the highest legal rate of interest as permitted by the State of Florida.

4.04 Tenant also agrees that should it be in possession of the Premises after the Termination Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay One Hundred Fifty (150%) percent of the rental rate in existence prior to the period of holdover.

ARTICLE 5 **PERMITTED USE OF PREMISES**

5.01 Tenant shall occupy the Premises upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Premises for the Permitted Use, as described herein below, and for no other purpose whatsoever.

5.02 The Premises shall be used by Tenant solely for child welfare and training programs that include, but are not limited to a school, and for ancillary office/storage space ("Permitted Use").

5.03 Tenant shall cause its business to be conducted and operated in such a manner as to assure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal state and local governmental agencies.

5.04 Tenant agrees that no changes in the Permitted Use of the Premises is permitted without the expressed prior written permission of the Landlord. Upon failure of the Tenant to operate the Premises in accordance with the Permitted Use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Premises shall become the property of the Landlord.

ARTICLE 6
CONDITION OF PREMISES

6.01 Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Agreement. Landlord makes no expressed or implied warranty as to the condition of the Premises and/or whether or not the Premises is habitable or fit for any particular use or purpose. The Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of the Premises or any of the structures.

6.02 Landlord and Tenant further agree that the Tenant shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s). Tenant agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

6.03 The parties hereby expressly acknowledge and agree that Tenant shall not occupy or otherwise utilize any portion of the Premises where a particular permit or license is necessary for occupancy or operation when Tenant does not have such permit or license for any reason whatsoever, and Tenant shall refrain from such occupancy and/or operation unless and until the Tenant has secured, in hand, the appropriate permit(s) and/or license(s) which authorize and warrant the use of such portion or area(s) of the Premises as contemplated under this Agreement, and Tenant has also has fully complied, also at its sole cost and expense, with any and all building and fire codes.

6.04 Tenant acknowledges and agrees that Landlord's future plans include the demolition of all or mostly all of the structures currently on the Community of Landmark property, including, but not limited to, the Premises.

ARTICLE 7
UTILITIES

7.01 Landlord shall, during the term hereof, pay any and all charges for water and electricity used by the Tenant. However, Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

7.02 Tenant agrees that it shall during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain, and if necessary, improve machinery,

equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, sewer pipes and/or electrical lines or wiring leading from any structure leased by the Tenant to the main line, pump station, or in the case of electrical service, to the utility pole.

ARTICLE 8
MAINTENANCE

8.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the exterior of the Premises, including but not limited to, all building structures (from the roof to the foundation), and any and all infrastructure (lines, pipes, wiring) leading to any structure which is part of the leased Premises, as well as any and all vegetation, including all grass, hedges, trees, and plants which are near or about any such structures. Tenant shall be responsible for properly maintaining all vegetation between a structure and the nearest roadway.

8.02 Tenant, at its expense, shall maintain and keep free of debris all parking areas, pathways, walkways, and/or sidewalks adjacent to or leading to or from any structure which is part of the leased Premises.

8.03 Tenant further agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement or any extension or renewal thereof, the interior of the Premises. Tenant shall be solely responsible for and shall repair any damage caused to the Premises as a result of Tenant or Tenant's agents, employees, invitees, or visitors use of the Premises, ordinary wear and tear excepted. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing and other mechanical installations and systems therein in good order and repair, and will make all replacements from time to time required thereto at its expense; and will surrender the Premises at the expiration of the term or at such time as it may vacate the Premises in as good condition as when received. 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, or shall promptly pay Landlord for the cost of such repairs.

8.04 In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that

do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners, occupiers or tenants, (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and observe all rules and regulations established by the Landlord from time to time which apply generally to all tenants in the Community of Landmark property; and (h) conduct its operation in all respects in a dignified manner in accordance with the high standards of other similar not-for-profit organizations.

8.05 Any damage or injury sustained by any person because of mechanical, electrical, plumbing or due to any other equipment or installations, which maintenance, improvement, and/or repair is the responsibility of Tenant, shall be paid for by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' fees, other professional fees, and any other cost which Landlord may reasonably incur.

ARTICLE 9
DESTRUCTION OF PREMISES

9.01 Tenant shall be responsible for and shall repair any and all damage caused to the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief or criminal acts thereto. The Tenant shall immediately notify the Landlord, in writing, upon discovering any damage to the Premises. Tenant is responsible for maintaining, replacing and/or repairing any damaged real property, personal property and/or structure belonging to the Landlord, and without any abatement in rent.

9.02 In the event the Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Premises are rendered untenable or unfit for the purpose of Tenant, either party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other. If either the entire Premises or any structure(s) which is part of the leased Premises is partially damaged due to Tenant's negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by Tenant from proceeds of the insurance coverage and/or at its own cost and expense and there shall be no abatement in rent. If the damage shall be so extensive as to

render such 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, and there may be an abatement in rent if agreed to by Landlord. In the event that said Premises are completely destroyed due to Tenant's negligence, Tenant shall repair and reconstruct the Premises so that they equal the condition of the Premises on the date possession was given to Tenant. In lieu of reconstructing, Tenant shall pay the Landlord the costs to restore the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

ARTICLE 10
IMPROVEMENTS AND REPAIRS

10.01 Tenant, at its sole cost and expense, may make such improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Agreement, so long as such improvements are approved by the Landlord in writing.

10.02 Tenant understands and agrees to procure any and all construction and electrical services in strict compliance with Section 255.20, *Florida Statutes*.

10.03 Prior to commencing any construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping or other improvements, at its sole cost and expense, to the Landlord, and specifically to the Director of the Internal Services Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence construction of any improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

10.04 Tenant shall cause any and all repairs and/or improvements to be performed competently and in a good and workmanlike manner by a duly qualified and licensed person(s) or entities, using first grade materials, and without interference with or disruption to the operations of other tenants or other occupants of the Community of Landmark area.

10.05 Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and

deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises.

10.06 Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Premises during the term of this Agreement.

10.07 If Tenant's construction or repair activities or other actions relative to the Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the Tenant agrees to: (1) immediately notify the Landlord of any contamination, claim of contamination or damage, (2) after consultation and with the approval of the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

10.08 All leasehold improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant.

10.09 Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property and may be removed from the Premises upon the expiration of this Agreement.

10.10 To protect Landlord in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a security interest in all of the Tenant's personal property, including, but not limited to, all goods, equipment, and furniture belonging to the Tenant which are or may be on or about the Premises during the term, and all proceeds of the foregoing. Said security interest shall secure all amounts to be

paid by Tenant to Landlord hereunder, including all costs of collection, attorneys' fees and court costs.

10.11 Prior to commencing any construction and/or repair to any property owned by the Landlord, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Tenant shall obtain and deliver to the Landlord, at its sole cost and expense, a payment bond and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, *Florida Statutes*, as set forth below, not less than ten (10) days prior to the anticipated purchase of supplies and/or materials, and/or commencement of the construction and/or repairs. Said payment and performance bonds shall be in the name of the Landlord as an additional payee and obligee, the form of such bonds shall be as provided by Section 255.05, *Florida Statutes* and each shall be in the amount of the entire cost of the construction and/or repair project regardless of the source of funding. The Tenant shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the *Florida Statutes*. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any construction work and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$25,000.

10.12 Tenant acknowledges and agrees that Landlord's future plans include the demolition of all or mostly all of the structures currently on the Community of Landmark property, including, but not limited to, the Premises.

ARTICLE 11 **ASSIGNMENT AND SUBLEASE**

11.01 Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of Section 125.38, *Florida Statutes*.

ARTICLE 12
NO LIABILITY FOR PERSONAL PROPERTY

12.01 All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 13
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

13.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Premises.

13.02 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes and/or lines and/or the effects or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use the Premises at Tenant's own risk.

ARTICLE 14
SIGNS

14.01 Tenant will not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the wall encircling the Community of Landmark property, any sign, decoration, letter or advertising matter or any other thing of any kind or nature without first obtaining the Landlord's prior written approval. If permitted, Tenant will, at its sole cost and expense, maintain such sign, decoration,

lettering, advertising matter or other thing as may be permitted hereunder by the Landlord in good condition and repair at all times.

14.02 Signs will be of such design and form that they are acceptable to the Landlord, and any and all such signs must first be approved by Landlord, and the cost of painting and installing any sign(s) shall be borne by Tenant. All signs shall be removed by Tenant at termination of this Agreement and any damage or unsightly condition caused to Premises because of, or due to, said signs shall be satisfactorily corrected or repaired by Tenant.

ARTICLE 15
LANDLORD'S RIGHT OF ENTRY

15.01 Landlord or any of its agents shall have the right to enter the Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, and being accompanied by an employee of the Tenant 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 Agreement. Notwithstanding the forgoing, Landlord reserves the right to enter the Premises without prior notice, and without being accompanied by an employee of the Tenant in cases and/or instances of an emergency.

ARTICLE 16
PEACEFUL POSSESSION

16.01 Subject to the terms, conditions, and covenants of this Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 17
SURRENDER OF PREMISES

17.01 Tenant agrees to surrender to Landlord, at the end of the term of this Agreement or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted in accordance with the terms and conditions of this Agreement.

ARTICLE 18
INDEMNIFICATION AND HOLD HARMLESS

18.01 Tenant shall indemnify and hold harmless the Landlord and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this 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 attorneys' fees which may issue thereon. Tenant expressly understands and agrees that any insurance protection required by this 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.

ARTICLE 19
LIABILITY FOR DAMAGE OR INJURY

19.01 Landlord shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than the damage or injury caused solely by the negligence of Landlord, its officers, employees, or agents, subject to the limitations of *Florida Statutes*, Section 768.28.

ARTICLE 20
SUCCESSORS IN INTEREST

20.01 It is hereby acknowledged and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this 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 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this 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.
 - 4) Failure of Tenant to maintain its not-for-profit tax status.
- B. Termination after ten (10) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for 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 from the date 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) calendar day period from date of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail to the address of the Tenant for the following:
- 1) Non-performance of any covenant of this 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 fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- 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 Mayor or Mayor's designee, shall have the right to terminate this Agreement or any portion thereof, at any time, and for any reason whatsoever, by giving the Tenant one hundred eighty (180) calendar days written notice of such termination prior to its effective date. Should the term of this Agreement, at the time the Landlord elects to provide the Tenant with notice of termination, be equal to or less than one hundred eighty (180) calendar days, then notice shall be commensurate with the remaining term of this Agreement.

21.02 **TERMINATION BY TENANT:** The Tenant, shall have the right to cancel this Agreement at any time by giving the Landlord at least thirty (30) calendar days written notice prior to its effective date.

ARTICLE 22
CHANGES AND ADDITIONS BY LANDLORD

22.01 Landlord reserves the right at any time and from time to time to: (a) make or permit changes or revisions to the Community of Landmark area, including, but not limited to additions of, subtractions from, rearrangements of, alterations of, modifications of, and/or supplements to any and all entrances, buildings, building areas, walkways, pathways, parking areas, driveways, roads, and/or green, or open space; (b) construct or demolish any building(s) or any other improvement(s); (c) make or permit changes or revisions in the Community of Landmark area, including additions or subtractions thereto, or to convey or lease portions of the Community of Landmark property to others for the purpose of constructing thereon other buildings or improvements, including additions thereto and alterations thereof, and for whatever reason the Landlord so determines or decides.

22.02 Landlord also reserves the right at any time and from time to time to: (a) relocate Tenant to another area within the Community of Landmark area without penalty or cost to the Landlord; and/or (b) to change or swap a portion or portions of the Premises currently under lease by this Agreement, for another building or structure at the Community of Landmark at no penalty or cost to the Landlord.

ARTICLE 23
OPTION TO RENEW

23.01 Provided the Tenant is not otherwise in default, Tenant is hereby granted the option to extend this Agreement for a one (1) year renewal option period upon the same terms and conditions set forth herein, except that the rental amount in effect at the time the lease was to expire shall be increased by three (3%) percent for the renewal option period, however the Tenant must provide the Landlord with notice, in writing, of its desire to remain in the Premises at least ninety (90) calendar days prior to the expiration of this Agreement.

ARTICLE 24
NOTICES

24.01 It is understood and agreed between the parties hereto that written notice to Landlord shall be mailed, certified mail, return receipt requested, with all postal charges pre-paid or delivered by a

nationally recognized delivery service (such as FedEx or DHL) and addressed to the Director, Internal Services Department, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128-1907, in order to constitute sufficient notice to Landlord, and written notice addressed to Tenant shall be mailed or delivered to the address of Tenant at Tenant's Office located at 20000 N.W. 47 Avenue, Building 7, Miami, Florida 33055, and it shall constitute sufficient notice to Tenant to comply with the terms of this Agreement. Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE 25 **INSURANCE**

25.01 Prior to occupancy, Tenant shall furnish to the Real Estate Development Division of Miami-Dade County, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

25.02 All 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:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's 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 Financial Services and are members of the Florida Guaranty Fund.

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

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1ST STREET
SUITE 2340
MIAMI, Florida 33128**

25.04 Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; Indemnification and Hold Harmless, or any other section or portion of this Agreement.

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

ARTICLE 26 **PERMITS, REGULATIONS & SPECIAL ASSESSMENTS**

26.01 Tenant covenants and agrees that during the term of this Agreement, Tenant will obtain any and all necessary permits, licenses and approvals, and that all uses of the Premises will be in conformance with all applicable laws, ordinances, rules, regulations, including all applicable zoning regulations.

26.02 Any and all charges, taxes, or assessments levied against the Premises shall be paid by Tenant, and failure to do so will constitute a breach of this Agreement.

26.03 County as Sovereign

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

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

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

26.04 No Liability for Exercise of Police Power

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

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

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

(c) To apply for or assist the Tenant in applying for any county, city or third party permit or needed approval; or

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

shall not bind the Board, the Regulatory and Economic Resources department, or any division thereof, or any other county, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Landlord or any other applicable

governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Landlord's obligation to use reasonable good faith efforts in the permitting of the use of the Premises, in the Community of Landmark, shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Agreement.

ARTICLE 27
FORCE MAJEURE

27.01 The Landlord and Tenant hereby agree that term "*Force Majeure*" in this Agreement, and when applied to this Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both parties from fulfilling their respective obligation(s) in a timely manner under this Agreement. *Force Majeure* shall excuse the party or parties from liability or obligation only during the period of time when the extraordinary event occurs and the circumstances beyond the party or parties' control continue to prevent the party or parties from performance under this Agreement. *Force Majeure* is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a party, as where non-performance is caused by lack of foresight, prudence and/or failure to exercise precautionary measures.

27.02 A party asserting *Force Majeure* as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not have been avoided by the exercise of due care by that party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages

caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other party, and the other party has in fact recognized, in writing to the party asserting a claim of *Force Majeure*, that the occurrence is an event equating to *Force Majeure*.

27.03 Tenant and Landlord shall be excused only for the period of any delay associated with the *Force Majeure* event, and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this 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 28 **WAIVER**

28.01 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 if such obligations are later 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 Agreement. Further, any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect

whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Agreement.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to pay any monthly installment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of ten (10) calendar days after written notice thereof to Tenant by Landlord, 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.

29.02 Consistent with and in addition to Article 21, Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent), which default has not been cured within ten (10) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such ten (10) day period, in which case no event of default shall occur so long as Tenant shall commence the curing of the default within such ten (10) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement, then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter the Premises and take possession of any and all goods, inventory, equipment, fixtures and all other personal property of Tenant situated in the Premises without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of

any indebtedness, including (without limitation) indebtedness for rent, which may be due or become due to Landlord; and third, to pay Tenant, on demand in writing, any surplus remaining after all indebtedness of Tenant to Landlord has been fully paid, so long as Tenant in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

29.05 Upon any default, Landlord may perform, on behalf of and at the expense of the Tenant, any obligation of Tenant under this Agreement which Tenant has failed to perform and of which Landlord shall have given Tenant notice of, the cost of which performance by Landlord, together with interest thereon, at the highest legal rate of interest as permitted by the State of Florida, and shall be immediately payable by Tenant to Landlord.

29.06 Notwithstanding the provisions of clause 29.05 above, and regardless of whether an event of default shall have occurred, Landlord may exercise the remedy described in clause 29.05 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by Tenant constitutes an emergency.

29.07 If this Agreement is terminated or cancelled by Landlord, Tenant nevertheless shall remain liable for any and all rent and damages which may be due, become due or sustained by Landlord, along with any and all reasonable costs, fees and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in renting the Premises or a portion thereof to others.

29.08 All rights and remedies of Landlord under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

ARTICLE 30 **ADDITIONAL PROVISIONS**

30.01 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 Agreement.

30.02. Serious Injury or Death. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Landlord's property, and/or within the care, custody or control of the Tenant. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Internal Services Department, and notify the Landlord's Director of the Internal Services Department of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the Tenant must complete a detailed injury and incident report and immediately (same day or next day) send it to the Landlord, in accordance with the terms of the notice provisions found in this Agreement. The Tenant hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any friend or member of a person's family.

30.03 Security. Tenant is solely responsible for securing and maintaining its own security in and around the Premises. Should the Tenant, at any time and for any reason, believe that security and/or additional security is needed to protect the Tenant, or any of its invitees, guests, licensees, employees, staff, management, and/or the property belonging to any of the foregoing, then it is understood that Tenant shall, at its sole cost and expense, hire and maintain such security. Tenant expressly acknowledges and agrees that any and all security staff and equipment that Landlord has or may maintain on or about the Community of Landmark property is there to solely protect and secure the Landlord and its property. Tenant further acknowledges and agrees that the Landlord at any time may increase or decrease its security staff and/or equipment on or about the Community of Landmark property without any prior notice or permission from or to Tenant.

30.03.1. The Tenant specifically acknowledges and agrees that the Landlord has the right

to remove, or otherwise stop utilizing, the presence of a security guard at the front gate of the Community of Landmark property, and replace that function with an electric gate system that will require the use of an access card(s), which card(s) will need to be purchased by the Tenant.

30.03.2 The Landlord hereby acknowledges and agrees that the Tenant, along with other not-for-profit tenants on the Community of Landmark property, can pay for the services of a security guard to man the front gate at the Community of Landmark property, should the Landlord determine to replace the function of a security guard at the front gate with an electronic gate system. Should the Tenant, and/or the other non-profit tenants, agree to cover the entire cost for a security guard (reimbursement to the Landlord), whether or not the security guard is present at the front gate full-time, or part-time, the parties agree that the security guard service will be chosen and managed by the Landlord. Should the parties agree to the foregoing arrangement, in which the Tenant, along with, or in lieu of, the other non-profit tenants, pay for the cost of the security service at the front gate, then the Tenant, along with, or in lieu of, the other tenants, shall, amongst themselves determine how such cost for the security services shall be paid (example, cost equally divided by the number of non-profit tenants; or cost divided by the square footage that each of the non-profit tenants occupy at the Community of Landmark). Further, unlike the payment of rent, as described herein above, should the Tenant, or any of the other non-profit tenants, fail to pay their portion of the cost for the security services for two (2) consecutive months, then it is hereby agreed that the security services (security guard) at the front gate will be immediately discontinued.

30.04 Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both Landlord and Tenant.

30.05 Headings. The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement, or any part(s) of this Agreement.

30.06 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of

Landlord, its successors and assigns, and Tenant, its successors and assigns, except as may be otherwise provided herein.

30.07 Holidays. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

30.08 Waiver. Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Agreement shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement due to any waiver, shall not automatically invalidate any other portion of this Agreement.

30.09 Severability. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

30.10 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

30.11 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

ARTICLE 31
GOVERNING LAW AND VENUE

31.01 This Agreement, including any exhibits, attachments, and/or amendments, if any, and all

matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference, and shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that venue shall lie in Miami-Dade County.

31.02 The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

ARTICLE 32
WRITTEN AGREEMENT

32.01 The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, and/or conditions in this Agreement may be added to, modified, superceded, or otherwise altered, except as may be authorized herein, or by a resolution approved by the Miami-Dade Board of County Commissioners.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

[ONLY THE SIGNATURE PAGE FOLLOWS]

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

(CORPORATE SEAL)

Laura Secora
WITNESS

Yago Perea
WITNESS

THE ARC OF SOUTH FLORIDA
a Florida not-for-profit corporation

By: Michael Messer
Name: Michael Messer
Title: President

(OFFICIAL SEAL)

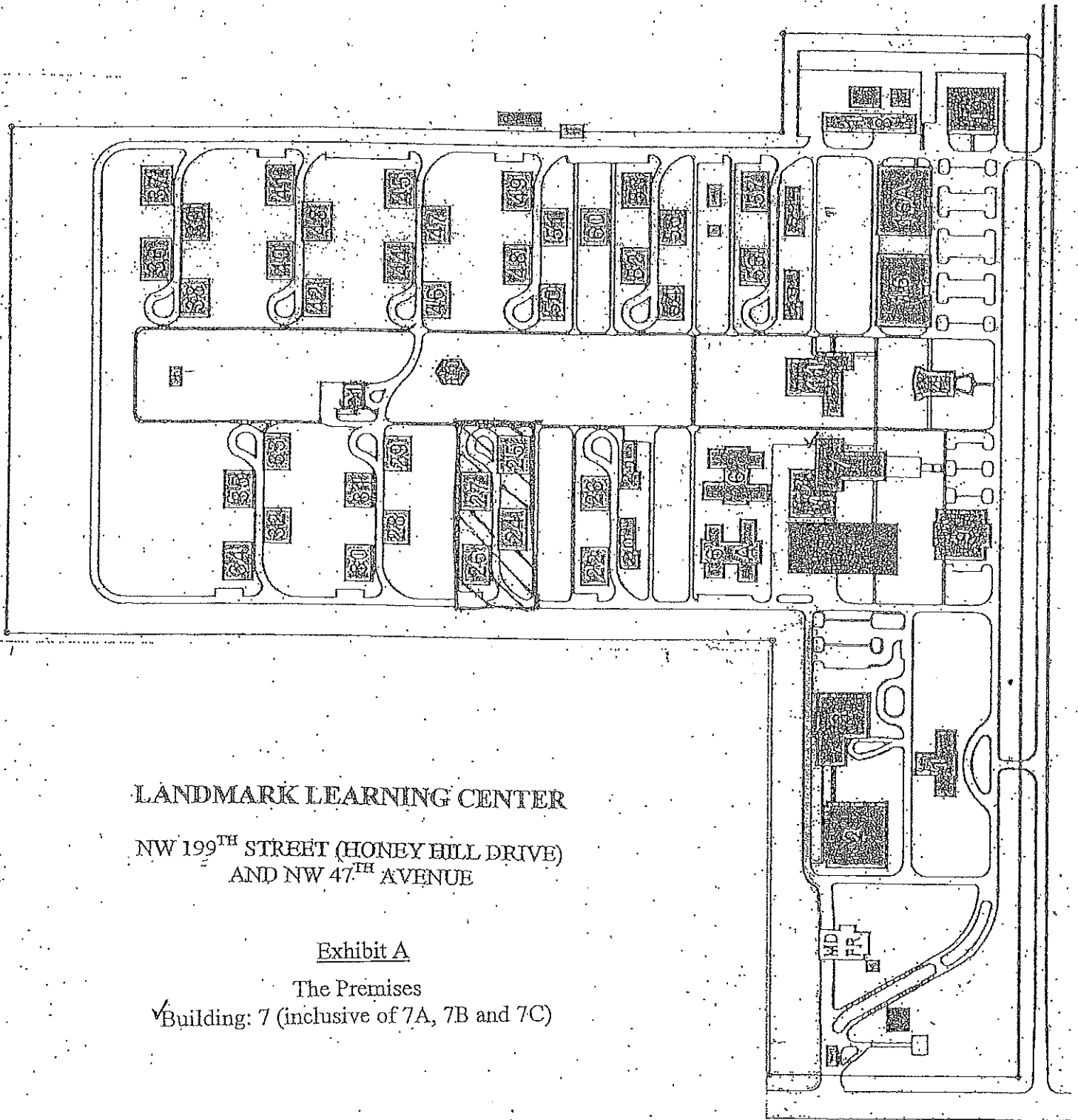
ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____

EXHIBIT A



LANDMARK LEARNING CENTER

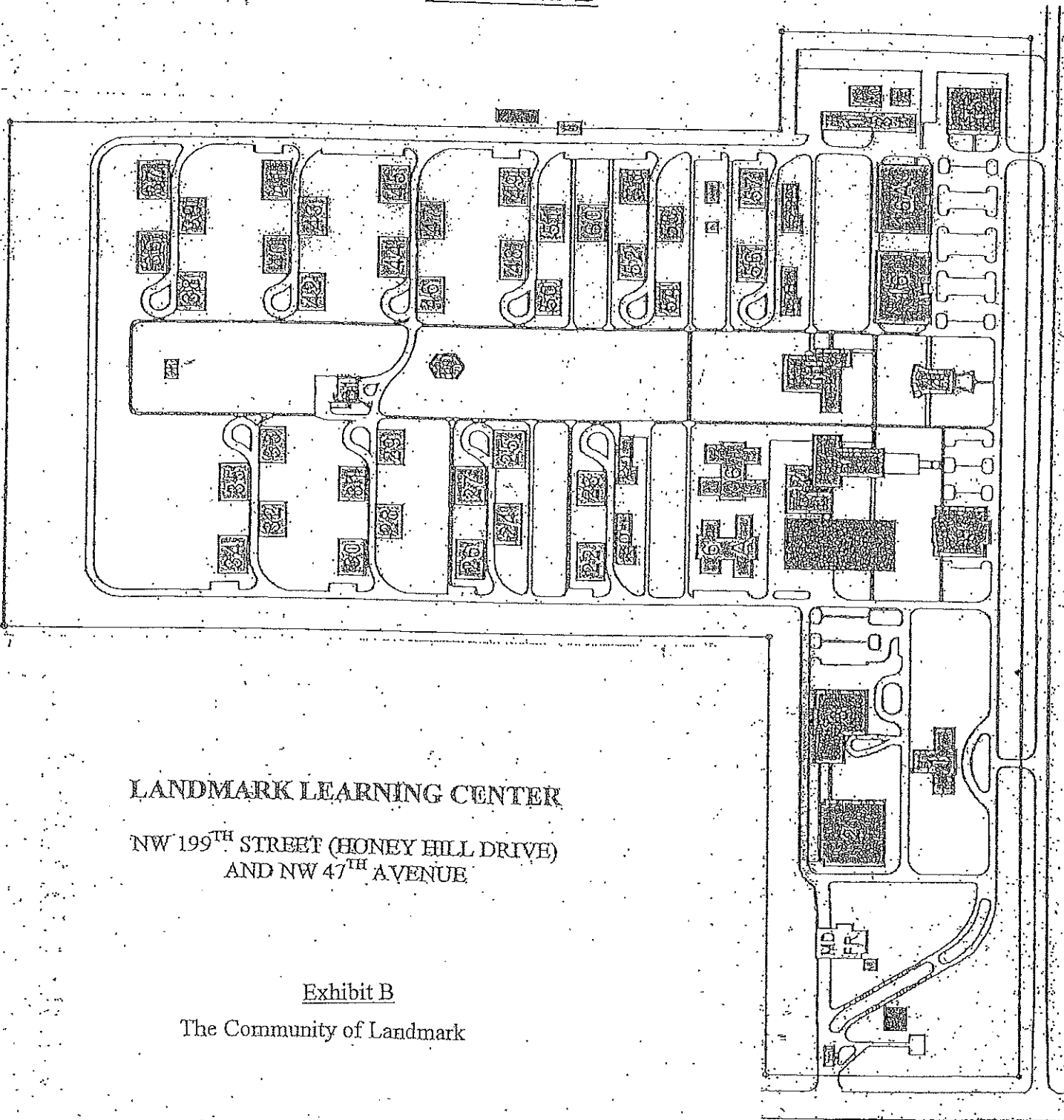
NW 199TH STREET (HONEY HILL DRIVE)
AND NW 47TH AVENUE

Exhibit A

The Premises

✓ Building: 7 (inclusive of 7A, 7B and 7C)

EXHIBIT B



LANDMARK LEARNING CENTER

NW 199TH STREET (HONEY HILL DRIVE)
AND NW 47TH AVENUE

Exhibit B

The Community of Landmark