

Memorandum



Date: February 7, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Lease Agreement with Adults Mankind Organization, Inc. Located at the Kendall Complex, 11025 S.W. 84 Street, Building 11, Miami
Property # 30-4031-000-0170-L08

Agenda Item No. 8(F)(15)

Resolution No. R-130-12

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Lease Agreement at the Kendall Complex, 11025 S.W. 84 Street, Building 11, Miami, with Adults Mankind Organization, Inc., a Florida Not-for-Profit Organization. The attached Lease Agreement has been prepared by the Internal Services Department at the request of the Community Action and Human Services (CAHS) Department.

PROPERTY: 11025 S.W. 84 Street, Miami

COMMISSION DISTRICT: 10

COMMISSION DISTRICTS IMPACTED: Countywide

OWNER: Miami-Dade County

PROPOSED TENANT: Adults Mankind Organization, Inc., a Florida Not-for-Profit Organization

COMPANY PRINCIPALS: Jorge Villalba – President/Director
Joan Trasobares – Secretary/Director
Carmen Carulla – Treasurer/Director
Patricia Lloret – Director

COMPANY'S TRACK RECORD: The County has no record of negative performance issues with Adults Mankind Organization, Inc., a Florida Not-for-Profit Organization.

USE: 5,000 square feet of air conditioned space together with off-street parking.

JUSTIFICATION: Adults Mankind Organization has a need to lease this facility for administrative offices and to operate an after-school care program for minor children, a summer camp and a youth development program. Adults Mankind Organization, Inc. has been occupying the space since July 1, 2011 under a permit agreement, which will expire upon approval of this Lease Agreement by the Board.

LEASE TERM: Five years with one additional five-year renewal option period.

EFFECTIVE DATES: Commencing upon the effective date of the Board resolution approving this Lease Agreement and terminating five years thereafter.

RENTAL RATE: The annual base rent for the first year will be \$40,100, which is equal to \$8.02 per square foot. The annual base rent for the second through fifth lease year and any subsequent renewal option period shall be adjusted based upon an annual review and determination by CAHS of the building's operational costs.

FISCAL IMPACT: The County will generate \$40,100 in gross rental revenue for the first lease year. Although the rent shall be adjusted based upon an annual review of the buildings operating costs, initial estimates calculate the second through fifth lease year to generate an estimated annual gross rental revenue increase of one percent. Assuming the one percent increase in gross rental revenue each year, the County will generate an estimated \$164,450 in the second through fifth lease year, for a total of \$204,550 for the initial five-year term.

The projected gross rental revenue to the County for the five-year renewal option period is estimated to increase by two percent each year, for a total estimated gross rental revenue of \$221,498.

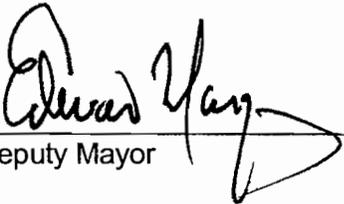
The total gross rental revenue to the County for the ten-year term (\$426,048), minus \$7,000 for the cost of grounds maintenance during the same ten-year term, is estimated to be \$419,048.

LEASE CONDITIONS: The tenant will be responsible for electricity, water, janitorial and custodial services, interior building maintenance, trash disposal, phone, and data. The County will be responsible for the exterior of the building, except the air conditioning units servicing the building.

CANCELLATION PROVISION: Either party may cancel at any time, by giving at least 60 days written notice prior to its effective date.

MONITOR: Margaret Araujo, Real Estate Officer

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease Agreement and exercise the cancellation provision.


Deputy Mayor

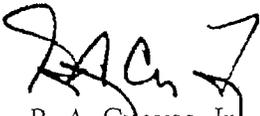


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: February 7, 2012

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

SUBJECT: Agenda Item No. 8(F) (15)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(15)
2-7-12

RESOLUTION NO. R-130-12

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT AT THE KENDALL COMPLEX, 11025 S.W. 84 STREET, BUILDING 11, MIAMI, WITH ADULTS MANKIND ORGANIZATION, INC., A FLORIDA NOT-FOR-PROFIT ORGANIZATION FOR PREMISES TO BE UTILIZED FOR ADMINISTRATIVE OFFICES AND TO OPERATE AN AFTER SCHOOL CARE PROGRAM FOR MINOR CHILDREN, SUMMER CAMP AND YOUTH DEVELOPMENT PROGRAM, WITH A TOTAL ESTIMATED RENTAL REVENUE IMPACT TO THE COUNTY OF \$419,048 FOR THE FIVE-YEAR TERM OF THE LEASE AND THE FIVE-YEAR RENEWAL PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Adults Mankind Organization, Inc., is a registered Florida Not-for-Profit Organization, organized for the purpose of servicing the public; and

WHEREAS, Adults Mankind Organization, Inc., desires to lease certain County-owned property located at the Kendall Complex, 11025 S.W. 84 Street, Building 11, Miami, for space to be utilized for administrative offices and to operate an after school care program for minor children, summer camp and youth development program; and

WHEREAS, the County is satisfied that Adults Mankind Organization, Inc. a Florida Not-for-Profit Organization, does require a County-owned property for such use and the property is not otherwise needed for County purposes; and

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

WHEREAS, this Board finds that pursuant to Section 125.38 of the Florida Statutes the lease of this property to Adults Mankind Organization, Inc., is to the best interest of the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of and the execution by the County Mayor or the County Mayor’s Designee of the Lease Agreement between Miami-Dade County and Adults Mankind Organization, Inc., a Florida Not-for-Profit Organization, for premises to be utilized for administrative offices and to operate an after school care program for minor children, summer camp and youth development program, with an estimated rental revenue impact of \$419,048 to the County, for the five-year term of the lease and the five-year renewal option period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor’s designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor’s designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	absent
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	aye	Lynda Bell
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz
Sally A. Heyman	aye	Barbara J. Jordan
Jean Monestime	aye	Dennis C. Moss
Rebeca Sosa	aye	Sen. Javier D. Souto
Xavier L. Suarez	aye	absent

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The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of February, 2012. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

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LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2011, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and ADULTS MANKIND ORGANIZATION, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

WITNESSETH:

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

5,000 square feet of rentable space located at the Kendall Complex, 11025 S.W. 84 Street, Building 11, Miami, Florida 33173.
Property # 3040310000170-L11

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, commencing upon the effective date of the resolution of the Miami-Dade County Board of County Commissioners approving this Lease Agreement (the "Effective Date") and terminating five (5) years thereafter, for and at a total annual rental of Forty Thousand One Hundred Dollars and 00/100 (\$40,100.00) for the first lease year, payable in twelve (12) equal monthly installments of Three Thousand Three Hundred Forty One and 67/100 Dollars (\$3,341.67), payable in advance on the first day of every month to the Board of County Commissioners, c/o Community Action and Human Services Department, Office of Administration, Financial Services Division, 2525 N.W. 62 Street, Suite 4000, Miami, Florida 33147, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second through the fifth lease year of the initial lease term and any subsequent renewal option period shall be adjusted based upon an annual review and determination by the Community Action and Human Services Department of the operational cost of the building.

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

ARTICLE I
USE OF LEASED PROPERTY

The area of the leased property shall be used by TENANT solely for administrative offices and to operate an after school care program for minor children, summer camp and youth development program.

ARTICLE II
CONDITION OF LEASED PROPERTY

TENANT hereby accepts the leased property in an "as is" condition. Upon expiration of this lease agreement, any fixtures and improvements will become the property of the LANDLORD. Any unsightly condition caused by the removal of TENANT's furniture or equipment, shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE III
UTILITIES

The TENANT, throughout the term of this Lease Agreement and any extension thereof, shall pay for all charges for water and electricity used by TENANT. TENANT shall also be responsible for janitorial and custodial services, trash disposal, dumpster, cable TV, telephone and data equipment.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building, excluding the air conditioning unit(s) servicing the Demised Premises.

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

TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
ALTERATIONS BY TENANT

TENANT with LANDLORD's prior written consent and agreement, may make alterations, additions, or improvements in or to the Demised Premises. TENANT covenants and agrees to obtain all necessary permits and approvals required by the Miami-Dade County Building, Planning and Zoning Department, the State of Florida, local Fire Department and any local municipality, and that all alterations and improvements shall be in conformance with all applicable laws, including section 255.05, Florida Statutes whereby TENANT will obtain a payment and performance bond for any construction work performed. All additions, fixtures, or improvements (except but not limited to office furniture and equipment, which are readily removable without injury to the Demised Premises) shall be and remain part of the Demised Premises at the expiration of this lease agreement or any extension thereof. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. Any damage to the Demised Premises caused by the removal of furnishings or alterations by TENANT, shall be repaired by TENANT at TENANT's own cost and expense.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Demised Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so

extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VII
ASSIGNMENT

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

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees

that TENANT shall and may peaceably have, hold, and enjoy the leased property above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF LEASED PROPERTY

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

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

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

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of

Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
CANCELLATION

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

A. Automatic Termination:

- (1) Institution of proceedings in voluntary bankruptcy by the TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by TENANT for the benefit of creditors.

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

- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
- (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

- (1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.
- D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.
- E. LANDLORD through its County Mayor or the County Mayor's designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to extend this Lease for one (1) additional five-year renewal option period, upon the same terms and conditions, except that the rental amount shall be adjusted each year based upon an annual review and determination of the operational costs of the building by Miami-Dade County Department of Human Services, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

ARTICLE XVII
NOTICES

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

LANDLORD:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. 1st Street, Suite 2460
Miami, Florida 33128-1907

with Copy to:

Miami-Dade County
Community Action and
Human Services Department
Financial Services Division
2525 N.W. 62 Street, Suite 4000
Miami, Florida 33147

TENANT:

Adults Mankind Organization, Inc.
11025 S.W. 84 Street, Building 11
Miami, Florida 33176

Notices provided herein in this paragraph shall constitute sufficient notice to 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 XVIII
INSURANCE

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

- A. Commercial General Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Permit Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

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

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

It is agreed that the cancellation provision of the policies are amended to give no less than thirty (30) days written notice to the certificate holder in the event of cancellation by the company, except for nonpayment of premium.

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

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement.

ARTICLE XIX
PERMITS, REGULATIONS

TENANT covenants and agrees that during the term of this Lease Agreement or any extension thereof, TENANT will obtain any and all necessary permits and approvals and that all uses of the leased property will be in conformance with all applicable laws, including all applicable zoning regulations, including section 255.05, Florida Statutes whereby TENANT will obtain a payment and performance bond for any construction work performed.

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

ARTICLE XX
FORCE MAJEURE

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

cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXII
DEFAULT OF TENANT

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a fifteen [15] day grace 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

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diligently prosecute such cure) then, LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE XXIII
ADDITIONAL PROVISIONS

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

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

2. Non-Discrimination

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

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

ARTICLE XXIV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a

monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXV
GOVERNING LAW

This 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 XXVI
WRITTEN AGREEMENT

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

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

(CORPORATE SEAL)

ADULTS MANKIND ORGANIZATION, INC.
a Florida Not-for-Profit Corporation

[Signature] 8/1/11
WITNESS Date

By: [Signature] 8/1/11
Jorge S. Villalba Date
President
(TENANT)

[Signature] 8/1/11
WITNESS Date

(OFFICIAL SEAL)

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

ATTEST:

By: _____ Date
Carlos Gimenez
Mayor

HARVEY RUVIN, CLERK

(LANDLORD)

By: _____
DEPUTY CLERK

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