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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(F)(6)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	July 1, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving terms of and authorizing execution by the County Mayor of a Lease Agreement between Miami-Dade County and Miami Horizon Corp., for premises to be utilized as an adult day care facility for autistic clients Resolution No. R-593-14

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

Date: July 1, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with Miami Horizon Corp. Located at the Kendall Complex, 11025 S.W. 84 Street, Cottage 12, in Unincorporated Miami-Dade County, Florida for Community Action and Human Services - Lease No. 30-4031-000-0170-L12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Lease Agreement between Miami-Dade County and Miami Horizon Corp. (Tenant), a Florida not-for-profit corporation. More specifically the resolution does the following:

- Authorizes the leasing of 10,000 square feet of air conditioned space located at the Kendall Complex, 11025 S.W. 84 Street, Cottage 12, in unincorporated Miami-Dade County, Florida 33173; and
- Authorizes an initial lease term of one year, plus one additional five-year renewal option period.

Scope

The property is located in County Commission District 10, which is represented by Senator Javier D. Souto.

Fiscal Impact/Funding Source

The revenue to the County for the first year of the Lease Agreement is estimated to be $60,000, paid in twelve equal installments of $5,000 per month, which is equal to $6 per square foot on an annual basis. For the five-year renewal option period, the annual base rent will be $9 per square foot, subject to annual adjustments based upon the operating cost of the building as determined by Community Action and Human Services. The estimated minimum revenue to the County, for the initial one-year term of the Lease Agreement and the five-year renewal option period, is estimated to be $510,000.

Track Record/Monitor

The County has no record of negative performance issues with Miami Horizon Corp. Dirk Duval in the Real Estate Development Division of the Internal Services Department is the lease monitor.

Delegation of Authority

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

Background

The Tenant has a need to lease this facility to provide a treatment and support facility for autistic clients. The Tenant's program directive is to bring together young adults on the autism spectrum to create a mutually rewarding and learning environment. Social, educational, and fitness programs support student learning as they develop the tools needed to lead meaningful lives as engaged members of their communities. If this Lease Agreement is approved, it will be the first time that Miami Horizon Corp. occupies this space.

Additional Lease Agreement details are as follows:

COMPANY PRINCIPALS:	Jesus Gázquez, President
LEASE TERM:	One year, plus a five-year renewal option period.
EFFECTIVE DATES:	Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating one year thereafter.
RENTAL RATE:	The annual rent for the Lease Agreement will be $60,000 for the first year of the Lease Agreement, which is equal to $6.00 per square foot. For the five-year renewal option period, the annual base rent will be $9 per square foot, subject to annual adjustments based upon the operating cost of the building as determined by Community Action and Human Services.
LEASE CONDITIONS:	The Tenant is responsible for all maintenance and repairs, to the interior and exterior of the demised premises. Tenant is responsible for electricity, water, waste disposal, telephone and data, and janitorial and custodial services used by tenant.
CANCELLATION PROVISION:	Either party may cancel the Lease Agreement at any time by giving written notice at least 60 days prior to the effective date.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: July 1, 2014

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

SUBJECT: Agenda Item No. 8(F)(6)

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)(6)
7-1-14

RESOLUTION NO. R-593-14

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI HORIZON CORP., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES LOCATED AT THE KENDALL COMPLEX, 11025 S.W. 84 STREET, COTTAGE 10, UNINCORPORATED, MIAMI-DADE COUNTY, FLORIDA, FOR PREMISES TO BE UTILIZED AS AN ADULT DAY CARE FACILITY FOR AUTISTIC CLIENTS, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY ESTIMATED TO BE $510,000.00 FOR THE INITIAL ONE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, Miami Horizon Corp. is a State of Florida not-for-profit corporation, organized for the purpose of providing adult day-care for autistic clients; and

WHEREAS, Miami Horizon Corp. desires to lease certain County-owned property located at the Kendall Complex, 11025 SW 84 Street, Cottage 10, Unincorporated Miami-Dade County, Florida; and

WHEREAS, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, Miami Horizon Corp. 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 such lease for that 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 this Board hereby approves the Lease Agreement between Miami-Dade County and Miami Horizon Corp., a Florida not-for-profit corporation, for premises to be utilized as an adult day care facility for autistic clients with a total gross rental revenue to the County estimated to be $510,000.00 for the initial one-year term of the lease agreement, and the additional 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

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

Juliette R. Antoine

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2014, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and MIAMI HORIZON, 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 rentable square feet of air conditioned space located at the Kendall Complex, 11025 S.W. 84 Street, Cottage 10, Miami, Florida 33173.

TO HAVE AND TO HOLD unto said TENANT for a term of One (1) year, plus one five-year renewal option, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"). Rental payments in the amount of Thirty-Thousand Dollars and 00/100 ($30,000.00) for the first year payable in twelve (12) equal monthly installments of Two Thousand Five Hundred Dollars and 00/100 ($2,500.00) shall commence upon the earlier of a issuance of a license from the Agency of Health Care Administration of the State of Florida to operate an Adult Day Care Facility for Autistic Clients or within six months from the Commencement Date, which will be payable in advance on the first day of every month to Miami-Dade County Community Action and Human Services Department, Office of Administration, Finance Services Division, 701 NW 1st Court, 10th Floor, Suite 10-109, Miami, Florida 33136, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. Should TENANT fail to obtain said license within six months from the Commencement Date, the lease will automatically be canceled.

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

ARTICLE I
USE OF DEMISED PREMISES

The leased property shall be used by TENANT for providing adult day-care for autistic clients. In compliance with all Local, State, and Federal regulations LANDLORD may from time to time inspect the facility and require certification of compliance with any and all such regulations. Violations or non-compliance may be cause for cancellation of this lease.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the leased property in the condition they are in at the beginning of this Lease Agreement. 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

TENANT, upon the Commencement Date and during the term hereof, shall pay all charges for water, electricity, custodial and janitorial services, telephone and data equipment, installation, maintenance and any costs associated with phones and data service, installation and equipment.

ARTICLE IV
MAINTENANCE

TENANT upon the Commencement Date agrees to maintain the property and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior and exterior 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' negligence, 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 untenantable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased 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 policy and/or at its own cost and expense. In the event that

said demised premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the demised premises so that they equal the condition of the demised premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the demised premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE 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 demised premises 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 Demised Premises 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 Demised Premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said demised premises in as good a condition as said demised premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear, windstorm, approved modifications 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.

(4) Tenant fails to obtain the appropriate licensing from the Agency of Health Care Administration of the State of Florida to operate an Adult Day Care Facility for Autistic Clients within six months of the Commencement Date, or Tenant loses the appropriate licensing or permits to operate the facility for the intended purpose.

(5) Tenant fails to maintain the use of the property for the benefit of the public and the community's interest and welfare, pursuant to Florida Statute Section 125.38.

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 Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least 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 additional Five-year renewal option period at a base rental rate of $9.00 per square foot. Any additional rental adjustments shall be based upon an annual review and determination by the Community Action and Human Services Department. TENANT shall exercise the option to renew 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:

TENANT:

Miami Horizon Corporation
1891 West Flagler Street
Miami, Florida 33135

LANDLORD:

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

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 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(s) that insurance coverage has been obtained which meets the requirements as outlined below:

A. Public Liability Insurance, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.

B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $300,000 combined single limit for bodily injury and property damage.

C. Workman's Compensation Insurance as required by Chapter 440, Florida Statues.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT UNDER this Lease Agreement.

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

> The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.
>
> or
>
> The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

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

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

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

ARTICLE XIX
PERMITS , REGULATIONS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations.

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

ARTICLE XX
FORCE MAJEURE

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

ARTICLE XXI
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts 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 ten (10) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure}, then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

ARTICLE 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, age, gender, creed, or religious belief 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 XLI
RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present heath risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 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)

MIAMI HORIZON CORPORATION,

_____
WITNESS

By: _____
Jesus Gásquez, President

(TENANT)

_____
WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADECOUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
Mayor

(LANDLORD)