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

MEMORANDUM

Agenda Item No. 8(F)(1)

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 Retroactive Lease Agreement between Miami-Dade County and Moving Lives Kids Arts Center (MLK Arts Center) Inc., a Pennsylvania not-for-profit corporation, for the premises located at the Culmer Neighborhood Service Center Resolution No. R-86-15

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: February 3, 2015

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with Moving Lives Kids Arts Center Located at the Culmer Neighborhood Center, 1600 NW 3 Avenue, Room 106, Miami, FL, for the Community Action and Human Services Department
Lease No. 01-3136-064-0020-L04

This item was amended at the January 13, 2015 meeting of the Finance Committee to reflect that the Board will be approving a retroactive Lease Agreement.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a retroactive Lease Agreement between the County and Moving Lives Kids Arts Center Inc. (Tenant), a Pennsylvania not-for-profit corporation. More specifically, the resolution does the following:

- Authorizes the leasing of 1,500 square feet of air-conditioned office space, together with parking in common with other tenants, at the Culmer Neighborhood Service Center, located at 1600 NW 3 Avenue, Room 106, Miami, Florida; and
- Authorizes an initial lease term of one year, plus five additional one-year renewal option periods.

Scope

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

Fiscal Impact/Funding Source

The revenue to the County for the one-year initial term of the Lease Agreement is estimated to be $8,400 ($6 per square foot), which will be paid in 12 equal installments of $700 per month.

For the five, one-year renewal option periods, the annual base rent shall be 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 Community Action and Human Services for the one-year initial term, plus the five additional one-year renewal option periods, is estimated to be $50,400. Rent payments from the leasing of the County-owned space are proprietary revenues for the Community Action and Human Services Department, which are utilized for services to support victims of domestic violence.

The $6 per square foot rental rate has been granted to the various social services agencies who are tenants at Culmer Neighborhood Center 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. Pursuant to R-791-14, 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 Tenant has a need to lease this currently vacant facility to provide programing which focuses on the arts, education, and youth development. If the Lease Agreement is approved, it will be the first time that the Tenant will occupy the space.

Additional lease details are as follows:

COMPANY PRINCIPALS:	Kyle Holebrook, Executive Director Marcus Harvey, President
LEASE TERM:	One year, plus five additional one-year renewal option periods.
EFFECTIVE DATES:	Commencing on January 1, 2015 and terminating December 31, 2015.
RENTAL RATE:	The annual rent for the initial lease term will be $8,400. For the five, one-year renewal option periods, the annual base rent shall be subject to annual adjustments based upon the operating cost of the building, as determined by Community Action and Human Services.
LEASE CONDITIONS:	The County, during the term of the Lease Agreement, will be responsible for all utilities, maintenance of the building, common areas, along with janitorial and custodial services. The Tenant, during the term of the Lease Agreement, is responsible for telephone and data equipment, including installation and maintenance, and any other cost associated with phone and data service.
CANCELLATION PROVISION:	Either the County or Tenant may cancel at any time by giving the non-canceling party written notice at least 30 days prior to the effective date.

Attachment

Russell Benford
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)(1)

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)(1)
2-3-15

RESOLUTION NO. R-86-15

RESOLUTION, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, OF A RETROACTIVE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MOVING LIVES KIDS ARTS CENTER (MLK ARTS CENTER) INC., A PENNSYLVANIA NOT-FOR-PROFIT CORPORATION, FOR THE PREMISES LOCATED AT THE CULMER NEIGHBORHOOD SERVICE CENTER, 1600 N.W. 3 AVENUE, ROOM 106, TO BE UTILIZED TO PROVIDE PROGRAMMING FOCUSED ON THE ARTS, EDUCATION, AND YOUTH DEVELOPMENT, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY MINIMALLY ESTIMATED TO BE $50,400.00, FOR THE INITIAL ONE-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE (5) ONE-YEAR RENEWAL OPTION PERIODS; AUTHORIZING THE COUNTY MAYOR, OR THE COUNTY 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, Moving Lives Kids Arts Center (MLK Arts Center) Inc., is a Pennsylvania not-for-profit corporation, organized for the purpose of servicing the public ("MLK Arts Center"); and

WHEREAS, MLK Arts Center desires to lease certain County-owned property located at the Culmer Neighborhood Service Center, located at 1600 N.W. 3 Avenue, Room 106, Miami, Florida; and

WHEREAS, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, MLK Arts Center 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 that the property is not otherwise needed for any 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 >>Retroactive<<[1] Lease Agreement between Miami-Dade County and MLK Arts Center, a Pennsylvania not-for-profit corporation, for premises to be utilized to provide programming focused on the arts, education, and youth development, with a total gross rental revenue to the County minimally estimated to be $50,400.00, for the initial one-year term of the lease and the additional five (5) one-year renewal option periods, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor, or the County Mayor's designee, to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

Section2. The County Mayor, or the County Mayor's designee, is hereby directed to provide to the Property Appraiser's Office an executed copy of the Lease Agreement with 30 days of its execution.

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of February, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Juliette R. Antoine

RETROACTIVE LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2015, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and MOVING LIVES KIDS ARTS CENTER (MLK ARTS CENTER) INC., a Pennsylvania Not-For-Profit Corporation and its subsidiaries 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:

1,500 square feet of air-conditioned office space at the Culmer Neighborhood Service Center located at 1600 N.W. 3 Avenue, Room 106, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of One (1) year, commencing on January 1, 2015, (the "Commencement Date"), and terminating December 31, 2015, for and at an annual rental of Eight Thousand Four Hundred and 00/100 ($8,400.00), for the one year term, payable in twelve (12) equal monthly installments of Seven Hundred Dollars and 00/100 ($700.00), 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 N.W. 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.

Provided that this Lease Agreement is in full force and effect and TENANT is not in default of any of the lease provisions beyond any curative period, TENANT shall have the option from time to

time to lease any part of LANDLORD's available space in the premises, or decrease space, upon the same terms and conditions, except that in the event that TENANT desires to decrease or expand its operations by either surrendering space or acquiring additional space in the premises then the rent shall be adjusted in accordance with the current rental rate upon 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 DEMISED PREMISES

The area of the Demised Premises shall be used by TENANT solely for offices to provide after school art programs and youth activities. TENANT's use of the Center space shall be during the days and hours that the Center is open to the public, except when such other time that is approved by the Center director. TENANT shall comply with the rules, regulations and procedures of the Center, as such may exist and changed during the term of this Lease.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in the condition it is 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. Signage shall be TENANT's responsibility, at TENANT's own cost and expense.

ARTICLE III
UTILITIES

TENANT shall be responsible for its' own telephone and data equipment, installation, maintenance and any costs associated with phones and data service, installation and equipment.

LANDLORD, during the term hereof, shall pay all charges for water, waste, electricity, custodial and janitorial services, air conditioning and building maintenance, except as outlined in the prior paragraph.

ARTICLE IV
MAINTENANCE

TENANT 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 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, licensees, 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 may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. 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 a 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

purposes 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 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, upon the giving of twenty-four (24) hours' prior notice, to examine the

same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

ARTICLE 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 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 INSURANCE

TENANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 County, 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 Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The TENANT shall furnish to the Internal Services Department, Real Estate Development Division, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, 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. For TENANTS using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is $500,000.00.

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 A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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 are members of the Florida Guaranty Fund.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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 maintain the use of the property for the benefit of the public under 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 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 TENANT at least thirty (30) 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 thirty (30) days written notice prior to the effective date of the cancellation.

ARTICLE XVI
OPTION TO RENEW

Provided this lease is not otherwise in default, TENANT is hereby granted the option to extend this Lease for Five (5) additional One-year renewal option periods upon the same terms and conditions, except that the renewal amount shall be adjusted based upon an annual review and determination by the Community Action and Human Services Department of the operational costs of the building, 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
c/o Office of Administration
Financial Services Division
701 N.W. 1st Court # 10-109
Miami, Florida 33136

TENANT:
Moving Lives Kids Arts Center (MLK Arts Center) Inc.
1900 South Treasure Drive
19B
North Bay Village, Florida 33141

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
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.

TENANT shall provide its own Certificate of Use at TENANT's own cost and expense and shall be responsible for its own Insurance Costs, as per Insurance Provision, Article XII.

ARTICLE XIX
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 XX
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 to LANDLORD 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 XXI
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 period for cure after written notice thereof to TENANT by LANDLORD. If TENANT commences diligent efforts 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 undertake such cure, after which time, 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 XXII
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 between the County or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 and Resolution No. 85-92, with respect to the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXIII
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 XXIV
RADON GAS

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

ARTICLE 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.

ARTICLE XXVII
CRIMINAL BACKGROUND CHECK

(a) Prior to the County entering into a non-residential lease of the County-owned property with a proposed Tenant where the property is to be used by the proposed Tenant as a facility for, or to provide programs and services to, children and/or developmentally disabled individuals, the

County Mayor or Mayor's designee shall perform a national criminal background check of the proposed Tenant of its Principals any spouses, parents and children of the proposed Tenant and its Principals that will be working at the non-residential County-owned property to be leased. The Cost of the criminal background check(s) performed by the County shall be the responsibility of the proposed Tenant and payment for the cost of the criminal background check(s) shall be made by the proposed Tenant to Miami-Dade County prior to the County incurring the cost thereof.

(b) Together with any recommendation to approve a non-residential lease of County-owned property to be used as a facility for, or to provide programs and services to, children and/or developmentally disabled individuals, the County Mayor shall report to the Board of County Commissioners any instance where the criminal background check required by Ordinance No. 12-53 subsection (3)(a) revealed information which may adversely affect a finding of a Tenant responsibility.

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)

MOVING LIVES KIDS ARTS CETNER
(MLK ARTS CENTER) INC.
a Pennsylvania, Not-For-Profit Corporation

WITNESS

By: _____ (TENANT)
Kyle Hallmark
Executive Director

Margery A. Scott
WITNESS

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____ (LANDLORD)
Carlos A. Gimenez
Mayor