

Sandor Wiener School of Opportunity, Inc. North Campus

20000 N.W. 47 Avenue, Bldg. # 7 Miami, FL 33055 Phone # (305) 623-9631 Fax (305) 623-9621 Mailing address: P.O. Box 173470 Hialeah, Fl 33017-3470

Sandor Wiener School of Opportunity South Campus

11025 S.W. 84 Street, Cottage #5 Miami, FL 33173 Phone# (305) 279-3064 Fax (305) 279-2922

"Student's will be considered for admission without regard to ethnicity, national origin, race, religion or gender"

September 30, 2010

Mr. Julio C. Miranda Assistant Chief Auditor 1450 N.E. Avenue Room 415 Miami, FL 33132

Dear Mr. J. Miranda,

RE: CORRECTIVE ACTION PLAN

In response to your letter dated September 17, 2010, we are providing with the corrective action plan required by the Miami-Dade County Public School.

This report includes a Three-Year Plan to reduce fund balance deficit and it was elaborated based on realistic revenue projections and current operating expenses. Under attachments we are including grant and lease contracts as well as ARC South Florida audit report and Board Resolution.

We will continue with our effort to keep reducing fund balance deficit as shown in audit report for the last two years and that this is not a condition of deterioration but of improvements.

If you should have any questions, please contact us at (305) 759-8500 Ext. 149.

Sincerely,

J. Henry Neyra

Accountant

Vickie Burley Program Director

Vickie & Benley

cc: Jon Goodman - Audit Director











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CORRECTIVE ACTION PLAN

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1. SUMMARY PLAN

Sandor Wiener School of Opportunities-North and South Center will continue with its plan to reduce negative fund balance from prior years and this plan is not due to deteriorating financial condition as stated in audit report.

We expect to reduce deficit on fund balance in a period of three years by generating additional revenues from new enrollment of students over 20% by 2013.

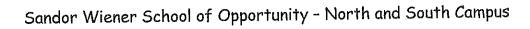
Operating expenses will be monitored closely to reach a net margin over Operations minimum of 3%.

Instructional personnel (aides-therapists) will be utilized productively minimizing cost services. Student/staff ratio will be monitored to meet program requirements. Administrative personnel cost will remain with no change.

ARC of South Florida will continue with its financial support as part of the additional contingency plan.

2. PLAN DEVELOPMENT

- Return to positive fund balance by 2013 (Three Year-Plan).
- Increase enrollment to 35 and 36 for North and South respectively by 2013.
- Expected increase in enrollment of students over 20% by 2013 following Marketing and Community Networking.
- Reaching Public Support through private contributions and fund raising Activities.
- Minimize investment in capital assets.
- Keep looking for opportunities to reduce non-personnel and fixed cost.
- Maintain a net margin over operations minimum of 3%.
- ARC South Florida financial support as needed.
- Reduce debt-obligations with related party.



3. FINANCIAL PLAN - NORTH AND SOUTH

- The Three-Year Plan of Revenue and Expenses
- Fund Balance Historical and Projection
- Fund Balance Graphic

FINANCIAL PLAN - NORTH

Sandor Wiener School of Opportunity, Inc. - NORTH

Three Years Annual Operating Budget

From July 1, 2010 Throug June 31, 2013

	2010-2011	Year 2	Year 3
REVENUE			
Government Grants & Contracts	628,750	693,720	754,741_
Foundations and Other Contributions	184,855	3,000	3,000
Management and Other Fees	2,800	3,900	5,000
Other		500	500
Total Revenue	\$ 816,405	\$ 701,120 \$	763,241
EXPENSES			
50001 Salaries - Professional	189,750	130,755	134,678
50002 Salaries - Clerical	33,800	24,830	26,072
50003 Salaries - Aides	100,520	99,310	115,310
50004 Salaries - Drivers		. =	- ,
50005 Salaries - Therapists	17,596	22,746	27,952
50008 Part-time	and the control of the factor		- 0E 100
50011 Payroll Taxes	26,413	23,006	25,100
Personnel Costs	368,079	300,647	329,111
Employee Benefits	17,807	11,185	11,866
Professional Fees	101,395	91,724	93,270
Occupancy Cost	80,754	81,055	84,61 <u>4</u>
Food and Program Supplies	41,646	24,365	30,779
Printing and Postage	3,490	2,200	1,400
Transportation	63,081	75,600	75,600
Liability Insurance	3,000	3,000	3,000
Management and Overhead Fees	107,111	97,712	106,724
Miscellaneous	4 804	3,863	4,804
Total Operating Expenses	791,167	691,351	741,168
Surplus (Deficit)	\$ 25,238	\$ 9,769 \$	22,073

Projection-Students enrollment

33

29

35

^{**} Internally prepared by Management

Sandor Wiener School of Opportunity, Inc. - NORTH

Fund Balance Historical and Projection Three Years-Governmental Funds

For years ending June 31, 2008 Through July 31, 2013

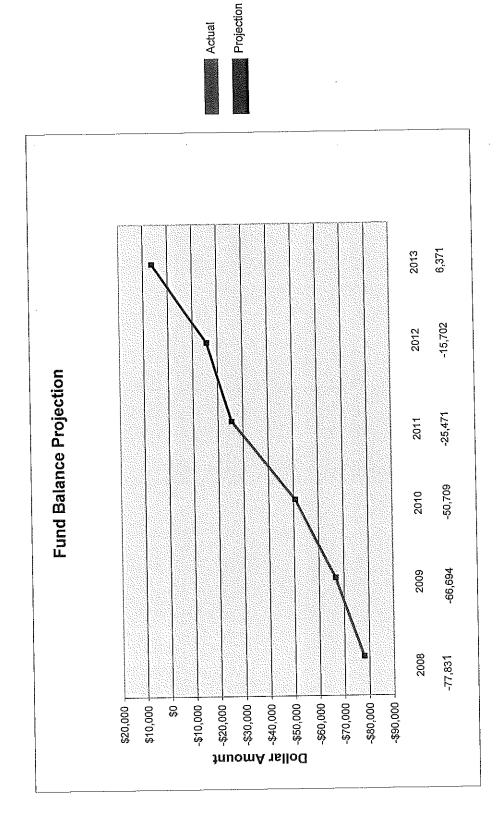
				Actual		P	Projected	
	2	2007-2008	7	2008-2009	2009-2010	2010-2011 20	2011-2012 20	2012-2013
Beginning Fund Balance	↔	11,221	€9	(77,831) \$	(66,694)	\$ (50,709) \$	(25,471) \$	(15,702)
		500 502	,	780 187	779,593	816,405	701,120	763,241
Add: Revenues		588 554		779.050	763,608	791,167	691,351	741,168
Deduct Expenses Ending Fund Balance	49	(77,831) \$	49	(66,694) \$		\$ (25,471) \$	(15,702) \$	6,371

** Internally prepared by Management

Sandor Wiener School of Opportunity, Inc. - NORTH

Fund Balance Historical and Projection Three Years-Governmental Funds

For years ending June 31, 2008 Through July 31, 2013



** Internally prepared by Management

FINANCIAL PLAN - SOUTH

Sandor Wiener School of Opportunity, Inc. - SOUTH

Three Years Annual Operating Budget

From July , 2010 Throug June 31, 2013

		2010-2011	Year 2	Year 3
	REVENUE			
1.00	Government Grants & Contracts	620,750	744,240	808,737
	Foundations and Other Contributions	181,855	2,000	3,000
	Management and Other Fees	4,500	4,500	5,800
	Other			
	Total Revenue	\$ 807,105	\$ 750,740 \$	817,537
	EXPENSES			
50001	Salaries - Professional	152,700	101,336	104,376
50001	Salaries - Clerical	28,000	20,569	21,597
50003	Salaries - Aides	109,662	113,015	129,015
50004	Salaries - Drivers		-	
50005	Salaries - Therapists	94,900	110,500	115,700
50008	Part-time	14,000	7,335	14,000
50011	Payroll Taxes	31,760	26,986	29,429
	Personnel Costs	431,022	379,741	414,117
	Employee Benefits	18,125	11,408	12,125
	Professional Fees	81,571	76,600	87,100
	Occupancy Costs	49,752	62,398	66,763
	Food and Program Supplies	30,646	26,365	29,779
J. 556.	Printing and Postage	1,990	1,200	1,700
	Transportation	49,580	51,300	54,720
1,124	Liability Insurance	3,000	3,000	3,000_
	Management and Overhead Fees	107,611	105,214	114,564
	Miscellaneous	4,903	4,075	4,880
	Total Operating Expenses	778,200	721,300	788,748
	Surplus (Deficit)	\$ 28,905	\$ 29,440 \$	28,789

Projection-Students enrollment

28

34

36

^{**} Internally prepared by Management

Sandor Wiener School of Opportunity, Inc. - SOUTH

Fund Balance Historical and Projection Three Years-Governmental Funds

For years ending June 31, 2008 Through July 31, 2013

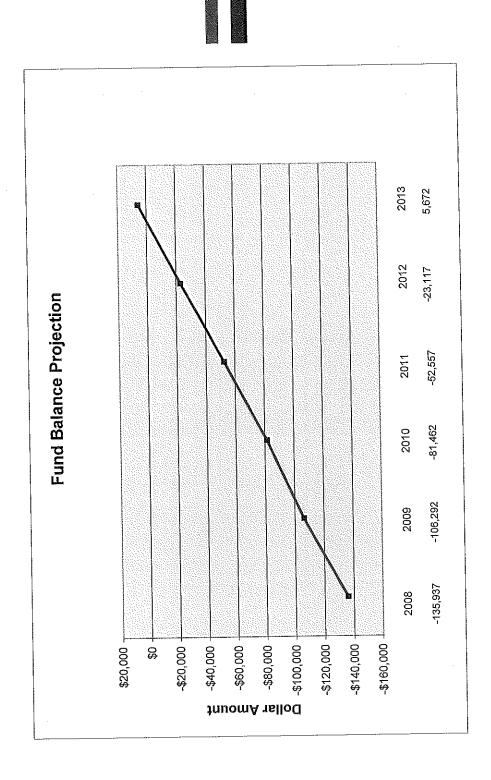
			Actual			Projected	
		2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Beginning Fund Balance	₩	(71,780)	\$ (135,937) \$	\$ (106,292) \$	\$ (81,462)	\$ (52,557) \$	(23,117)
A A A B O L MANAGE		658.159	863,230	751,673	807,105	750,740	817,537
Add: Neverings		722.316	833.585	726,843	778,200	721,300	788,748
Deduct Expenses	er.	(135.937) \$		\$ (81,462) \$	\$ (52,557) \$	\$ (23,117) \$	5,672

** Internally prepared by Management

Sandor Wiener School of Opportunity, Inc. - SOUTH

Fund Balance Historical and Projection Three Years-Governmental Funds

For years ending June 31, 2008 Through July 31, 2013



Projection

Actual

** Internally prepared by Management

4. ATTACHMENTS

0	ARC South Florida-Board Resolution	4-1
	Student Enrollment	4-2
•	Rent Contract North-South	4-3
8	ARC South Florida Audit Report	4-4
	The Children's Trust Contract # 1010-1550	4-5

ATTACHMENT 4-1

ARC - BOARD RESOLUTION



Association for Retarded Citizens, South Florida

5555 Biscayne Boulevard * P.O. Box 371333 * Miami, Florida 33137-1333 Telephone (305) 759-8500 * Fax (305) 754-9223 * www.arcsofla.org

ASSOCIATION FOR RETARDED CITIZENS SOUTH FLORIDA

BOARD RESOLUTION

WHEREAS, The Association for Retarded Citizens South Florida(ARC) a not for profit (501C3) corporation has been providing advocacy and services for individuals with developmental disabilities for over 50 years in Miami-Dade County community, and

WHEREAS, ARC developed and sponsored the Sandor Wiener School of Opportunity, Inc North campus to provide an educational option for students with disabilities, and

WHEREAS, ARC is entitled to receive funding from Sandor Wiener School for administrative services performed, and

WHEREAS, Sandor Wiener School of Opportunity, Inc. North campus is still becoming financially stable, and

WHEREAS, Sandor Wiener has paid ARC a significant amount of administrative fees owed to ARC from past years, and

NOW, THERFORE BE IT RESOLVED THAT, ARC continues its commitment and support to Sandor Wiener School, Inc. North campus and agrees not to collect fully on current indebtedness until the school is more financially solvent. This resolution is to be reviewed in 12 months.

The Board of ARC will consider the recommendation of MDCPS in creating an MOU/ Memo of Understanding.

Approved by ARC Board of Directors at the regularly scheduled meeting of the Board of Directors and

signed this 10th day of August 2010.

Michael Messer, CEO/President

"A FULL CYCLE OF LIFE AGENCY IN PART SPONSORED BY











Association for Retarded Citizens, South Florida

5555 Biscayne Boulevard * P.O. Box 371333 * Miami, Florida 33137-1333 Telephone (305) 759-8500 * Fax (305) 754-9223 * <u>www.arcsofla.org</u>

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BOARD RESOLUTION

WHEREAS, The Association for Retarded Citizens South Florida(ARC) a not for profit (501C3) corporation has been providing advocacy and services for individuals with developmental disabilities for over 50 years in Miami-Dade County community, and

WHEREAS, ARC developed and sponsored the Sandor Wiener School of Opportunity, South to provide an educational option for students with disabilities, and

WHEREAS, ARC is entitled to receive funding from Sandor Wiener School for administrative services performed, and

WHEREAS, Sandor Wiener School of Opportunity, South is still becoming financially stable, and

WHEREAS, Sandor Wiener has paid ARC a significant amount of administrative fees owed to ARC from past years, and

NOW, THERFORE BE IT RESOLVED THAT, ARC continues its commitment and support to Sandor Wiener School, South and agrees not to collect fully on current indebtedness until the school is more financially solvent. This resolution will be reviewed in 12 months.

The Board of ARC will consider the recommendation of MDCPS in creating an MOU/ Memo of Understanding.

Approved by ARC Board of Directors at the regularly scheduled meeting of the Board of Directors and signed this 10th day of August 2010.

Paul Sweeney, Secretary

Michael Messer, CEO/President

"A FULL CYCLE OF LIFE AGENCY" IN PART SPONSORED BY









ATTACHMENT 4-2

STUDENT ENROLLMENT

Summary

North-current enrollment 28

South-current enrollment 29





SANDOR WIENER

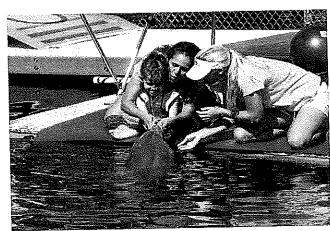
October 1968 to July 1977

What "he learned ... best was to give love to everyone he touched....

He touched the hearts of many, many people, young and old. That love and smile will never be erased and neither will his beautiful memory."

Judith Wiener (Mom)

Sandor Wiener School of Opportunity





Free Registration... Limited!

- Miami-Dade Public Charter School serving students with moderate to severe Intellectual and/or Physical Disabilities and medical issues.
- Pre-Kindergarten to Eighth Grade.
- Physical, Occupational, and Speech-Language therapy for those who qualify.
- "Snoezelen Room" Multi-sensory program.
- Inclusive out-of-school programs include: Before School Care, After School Care, and Summer Camp.
- Free transportation available (limited seats).

Now Accepting Student Applications!

Call for more information.

Two convenient Campus locations.

Call now to visit our school



South Campus:

11025 SW 84 ST, Cottage # 5

Miami, FL 33157 Phone: 305-279-3064

Fax: 305-279-2922

North Campus:

20000 NW 47 Ave, Bldg.# 7 Miami, FL 33055

Phone: 305-623-9631 Fax: 305-623-9621



Visit our website at: www.sandorwienerschool.org





SANDOR WIENER

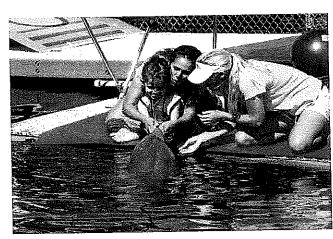
Octubre 1968 - Julio 1977

Lo que el mejor aprendió"fue dar amor a todo aquel a quien él tocara.....

El tocó los corazones de muchos, jóvenes y adultos. Ese amor y sonrisa nunca se borraran así como tampoco olvidaremos su hermoso recuerdo."

Judith Wiener (Mamå)

Sandor Wiener School of Opportunity





Registración Gratis... Limitada!

- Miami-Dade Public Charter School sirviendo estudiantes con discapacidades de moderadas a severas en la parte Intelectual, Física y también con problemas médicos.
- Desde Pre-Kindergarten hasta el Octavo Grado.
- Para los que califican, hay Terapia del Habla, Terapia Fisica y Terapia Ocupacional.
- "Snoezelen Room" Programa multisensorial.
- Incluye programas de cuidado de niños antes y después del horario de clases. También ofrecemos campamento de verano.
- Transporte gratis disponible (asientos limitados).

Estamos Aceptando Aplicaciones de Estudiantes, ahora!

Llámenos para mas información.

Dos convenientes centros. Llámenos ahora para visitar las escuelas.



Centro Sur:

11025 SW 84 ST, Cottage #5 Miami, FL 33157 Tel: 305-279-3064

Centro Norte:

20000 NW 47 Ave. Bldg #7 Miami, FL 33055 Tel: 305-623-9631 Fax: 305-623-9621



NORTH

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9933540	5710
7004691	5710
0029932	5710
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SOUTH

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09/30/10 15.33.00

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B249-STUDENT HAS ESE HISTORY INFO ESE SERVICES \$188-95-G4KO

09/30/10 15.34-24

LAST TRANS: 09 / 29 / 10

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09/30/10 15.42.08

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LAST TRANS: 09 / 30 / 10

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B249-STUDENT HAS ESE HISTORY INFO SI88-95-G4KO

ESE SERVICES

09/29/10 16.34.55

LAST TRANS: 09 / 28 / 10

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09/30/10 15.33.11

STUDENT ID 9872870	FLA STU ID 1	.3098 7 2870 s	TATUS I	SEX F	
LEGAL NAME: LAST IS:	LAM	FIRST ERAM	Ĭ	MIDDLE	APP
CURRENT SCHOOL 5030	GRADE 07	HR SECT	Ī		08 / 23 / 10
PRIMARY EXCEPTIONALIT	Y W DOMAIN	RATING/DATE:	22 M	I / DD / YY	FEFP: 255
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B249-STUDENT HAS ESE HISTORY INFO SI88-95-G4KO ESE SERVICES

09/30/10 15.30.48

STUDENT ID 0076595 FLA STU ID 767222148X . STATUS A SEX F LEGAL NAME: LAST ARGUETA FIRST VIRGINIA MIDDLE APP CURRENT SCHOOL 5030 GRADE 02 HR SECT DATE ENTERED 08 / 23 / 10 PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE: 22 MM / DD / YY FEFF: 255 CONSULTATION / COLLABORATION SERVICES N GIFTED CONSULTATION:

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 PRIVATE SCHL/DISTRICT PROVIDED:
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 GIFTED ELIGIBILITY

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BZ49-STUDENT HAS ESE HISTORY INFO SI88-95-G4KO ESE

ESE SERVICES

09/30/10 15.30.35

STUDENT ID 0018212	FLA STU ID 1	L300018212	STATUS A	SEX F	
LEGAL NAME: LAST	STEWART	FIRST SI		MIDDLE CARC	
CURRENT SCHOOL 503	O GRADE 06	HR SECT		DATE ENTERED	
PRIMARY EXCEPTIONA	LITY W DOMAIN	RATING/DAT	E: 18 M	M / DD / YY	FEFP: 254
CONSULTATION / COL	LABORATION SERV	JICES Y	GIFTED	CONSULTATION	J: _
IEP: CONFERENCE: 0					040 SCALE F
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09/30/10 15.30.24

STUDENT ID 0178717 FLA STU ID 769307408X STATUS A SEX M

LEGAL NAME: LAST LABORIS FIRST ANTHONY MIDDLE CHRISTOPHE APP

CURRENT SCHOOL 5030 GRADE 01 HR SECT DATE ENTERED 08 / 23 / 10

PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE; 18 MM / DD / YY FEFP: 254

CONSULTATION / COLLABORATION SERVICES N GIFTED CONSULTATION:

IEP: CONFERENCE: 06 / 02 / 10 DURATION: 06 / 01 / 11 IQ SCALE

PRIVATE SCHL/DISTRICT PROVIDED: IDEA ED ENV: GIFTED ELIGIBILITY

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B249-STUDENT HAS ESE HISTORY INFO S188-95-G4KO ESE

ESE SERVICES 09/30/10 15.30.08

STUDENT ID 0279136 FLA STU ID 767602455X STATUS O SEX M

LEGAL NAME: LAST ALCANTARA FIRST ALEX MIDDLE AARON APP

CURRENT SCHOOL 5030 GRADE PK HR SECT DATE ENTERED 08 / 24 / 10

PRIMARY EXCEPTIONALITY C DOMAIN RATING/DATE: 18 MM / DD / YY FEFP: 254

CONSULTATION / COLLABORATION SERVICES GIFTED CONSULTATION:

IEP: CONFERENCE: 06 / 21 / 10 DURATION: 06 / 20 / 11 IQ SCALE

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B249-STUDENT HAS ESE HISTORY INFO S188-95-G4KO ESE

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09/30/10 15.31.45

STUDENT ID 6329587 FLA STU ID 595639526X STATUS A SEX M LEGAL NAME: LAST SERRA FIRST DANTE MIDDLE APP
CURRENT SCHOOL 5030 GRADE 07 HR SECT DATE ENTERED 08 / 23 / 10 CURRENT SCHOOL 5030 GRADE 07 HR SECT PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE: 18 09 / 27 / 10 FEFP: 254 CONSULTATION / COLLABORATION SERVICES N GIFTED CONSULTATION: IEP: CONFERENCE: 09 / 27 / 10 DURATION: 09 / 26 / 11 IQ PRIVATE SCHL/DISTRICT PROVIDED: IDEA ED ENV: GIFTED ELIGIBILITY CONSENT ---PLACEMENT--- FOR CURRENT ELIG EVAL PLACEMENT EXCP STATUS REASON EVAL EVALUATION DETERM TYPE DATE DISMISSAL Ρ INTELLECTUAL DISABILITIES 02 02 98 12 08 97 01 16 98 01 28 98 MM DD YY D P OCCUPATIONAL THERAPY 12 08 97 01 16 98 01 28 98 02 02 98 MM DD YY P PHYSICAL THERAPY G P LANGUAGE IMPAIRED LAST TRANS: 09 / 29 / 10

B249-STUDENT HAS ESE HISTORY INFO BI88-95-G4KO ESE

ESE SERVICES

09/30/10 15.31.59

STUDENT ID 0242961 FLA STU ID 770090115X STATUS A SEX M

LEGAL NAME: LAST MORSE FIRST CHARLES MIDDLE JOSEPH APP

CURRENT SCHOOL 5030 GRADE 03 HR SECT DATE ENTERED 08 / 23 / 10

PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE: 20 09 / 13 / 10 FEFP: 254

CONSULTATION / COLLABORATION SERVICES N GIFTED CONSULTATION:

IEP: CONFERENCE: 09 / 13 / 10 DURATION: 09 / 12 / 11 IQ SCALE

PRIVATE SCHL/DISTRICT PROVIDED: TDEA ED ENV: GIFTED ELIGIBILITY

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09/30/10 15.32.11

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09/30/2010 13:50 3052792922 DAY DIVIDENT HAS ESE MISTORY INFO SI88-95-G4KO ESE

LANGUAGE IMPAIRED

ESE SERVICES

09/30/10 15.32.21

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SI88-95-G4KO

ESE SERVICES

09/30/10 15.32.34

STUDENT ID 0299891 FLA STU ID 1300299891 STATUS A SEX F LEGAL NAME: LAST MENDEZ FIRST ADEJAH MIDDLE APP PRRENT SCHOOL 5030 GRADE 01 HR SECT DATE ENTERED 08 / 23 / 10 CURRENT SCHOOL 5030 GRADE 01 HR SECT PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE: 21 09 / 30 / 10 FEFP: 254 CONSULTATION / COLLABORATION SERVICES N GIFTED CONSULTATION: IEP: CONFERENCE: 09 / 30 / 10 DURATION: 09 / 29 / 11 IQ 067 SCALE F PRIVATE SCHL/DISTRICT PROVIDED: IDEA ED ENV: GIFTED ELIGIBILITY

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10/01/2010 09:56 3056239621 BZ49-STUDENT HAS ESE HISTORY INFO SI88-95-G4KO ESE

ESE SERVICES

09/30/10 15.34.34

?	STUDENT ID 5524766 FLA STU ID 592535915X STATUS A SEX F LEGAL NAME: LAST HERNANDEZ FIRST BEATRIZ MIDDLE ELENA APE	
339	CURRENT SCHOOL 5030 GRADE 08 HR SECT DATE ENTERED 08 / 23 /	
	PRIMARY EXCEPTIONALITY W DOMAIN RATING/DATE: 18 MM / DD / YY FEFP: 25	,4
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Sandor Wiener School of Opportunity - North and South Campus

ATTACHMENT 4-3

RENT CONTRACT: NORTH - SOUTH

Sandor Wiener School of Opportunity - North and South Campus

NORTH



General Services Administration
Office of the Director
111 NW 1st Street • Suite 2410
Miami, Florida 33128-1979
T 305-375-4513 F 305-375-4968

mlamidade.gov

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Via Certified Mail Return Receipt Requested

Ms. Vickie G. Burley

January 22, 2010

Program Coordinator

5555 Biscayne Boulevard

Miami, Florida 33137

RE: Renewal of Lease Agreement for the Sandor Wiener School of

Opportunity, Inc.

Located at 20600 N.W. 47th Avenue, Miami (Building 7)

Folio No.: 30-1131-001-0030

Dear Ms. Burley:

Please be advised that pursuant to the written request by the Sandor Wiener School of Opportunity, Inc., dated August 24, 2009, to renew the Lease Agreement entered into on March 11, 2008, by and between Miaml-Dade County and the Sandor Wiener School of Opportunity, Inc., as well as Article 23 of the Lease Agreement, Miami-Dade County is hereby extending the lease term from January 31, 2010 to January 31, 2011.

The annual rental shall increase as of February 1, 2010 to \$46,913,37, as per Article 23 of the Lease Agreement. All other terms and conditions of the Lease Agreement shall remain the same. Please direct any correspondence related to this correspondence to Mr. Steven Mayers, Miami-Dade County, General Services Administration, Real Estate Development Division, 111 N.W. First Street, Suite 2460, Miami, FL, 33128-1907.

Sincerely,

Wendi J. Norris

Director

Tania Llado, Chief Real Estate Officer, GSA Barbara Dunlop, Property and Casualty Manager, GSA Kay Sullivan, Director, Clerk of the Board

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FIRST AMENDMENT TO PERMIT AGREEMENT

THIS FIRST AMENDMENT TO PERMIT AGREEMENT (hereinafter "Amendment") made on this 28 day of September 200 1, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "County, and THE SANDOR WIENER SCHOOL OF OPPORTUNITY, a Florida nonprofit corporation, hereinafter referred to as the "Permittee".

WHEREAS, the County and Permittee entered into a Permit Agreement on or about September 30, 2005, for the use of certain County owned land, improvements and other personal property for the establishment and operation of a Charter School and for ancillary office/storage space, which Permit Agreement is incorporated herein by reference, and attached hereto as Exhibit "A"; and

WHEREAS, the aforementioned Permit Agreement was for a one (1) year term, commencing on October 1, 2005, and expiring on September 30, 2006, it also contained an option which authorized the parties to extend the term for a one (1) year period, and

WHEREAS; on or about February 6, 2007, the Permittee, by letter, exercised its right, retroactively, to extend the term of the Permit Agreement for one (1) additional year, until September 30, 2007, and

WHEREAS, the County is desirous of allowing the Permittee to utilize the County owned property for an additional four (4) months, or until such time as the parties have entered into a lease agreement for the same County owned property, whichever is sooner;

NOW, THEREFORE, the County and the Permittee agree that the Permittee shall be allowed to utilize the County owned property, starting October 1, 2007, for an additional four (4) month period, or

until such time as the parties have entered into a lease agreement for the same County owned property, whichever is sooner, in accordance with the terms and conditions as described below, and together agree to certain other necessary amendments and/or modifications to the Permit Agreement.

WITNESSETH:

- 1.) The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein by reference.
- 2.) The parties hereto agree that as a result of the parties understanding, the term of the Permit Agreement shall be extended for an additional four (4) month period, starting October 1, 2007 and ending January 31, 2008, or until such time as the parties have entered into a lease agreement for the same County owned property, whichever is sooner. The new expiration date for the Permit Agreement is January 31, 2008, unless terminated sooner due to the parties entering into a lease agreement regarding the same County owned property, or for other reasons as described in the Permit Agreement, and/or the First Amendment To Permit Agreement.
- 3.) The parties hereby agree to amend and modify Article VII of the Permit Agreement to include as an additional and final paragraph the following:

The County and the Permittee acknowledge and agree that the Permittee will, prior to commencing any construction work and/or repair to any County owned property and/or before recommencing any such work or repair after a default or abandonment shall secure, at its sole cost and expense, a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety. The bond must state on its front page; the name, principal business address, and telephone number of the contractor, the surety, the owner of the property being improved, and if different from the owner, the contracting public entity; the contract number being assigned by the contracting public entity; and a description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement. Such bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the prosecution of the work provided for in the contract.

4.) The parties hereby agree to amend and modify Article III of the Permit Agreement to read as follows:

The County and the Permittee acknowledge and agree that the Permittee will, at the time of Permit execution, or at any time thereafter in which the County authorizes the Permittee to utilize the Premises and/or any additional buildings, to accept the Premises and/or any such buildings in an "as-is" "where-is" condition, with any and all faults. The County specifically does not warrant the condition or habitability of any of the buildings, and does not warrant that any of the buildings are fit for any purpose whatsoever. The County expressly refuses to extend and specifically denies any implied warranty as to the condition to the Premises or any of the buildings.

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

5.) The parties hereby agree to amend and modify the first paragraph of Article VIII of the Permit Agreement to read as follows:

Upon expiration or cancellation of this Permit, and/or any amendment thereof, title to any and all improvements to the land and buildings shall be vested in the County without any compensation due the Permittee. All furniture, fixtures and equipment utilized or installed by the Permittee which replaces any of the County's furniture, fixtures and equipment shall become the County's sole property at no cost to the County. Should the Permittee bring and/or add any additional furniture and/or equipment to any of the buildings, which property can be removed without damage to the building(s), such shall remain the Permittee's property and may be removed.

6.) The parties hereby agree to amend and modify Article XXIII of the Permit Agreement to read as follows:

ARTICLE XXIII INSURANCE

Permittee 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 Permittee or its employees, agents, servants, partners principals or subcontractors. Permittee 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. Permittee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Permittee 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 Permittee 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 that insurance coverage has been obtained which meets the requirements as outlined below:

Public Liability Insurance on a comprehensive basis 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 work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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 "B" as to management, and no less than "Class V" 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.

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

Compliance with the foregoing requirements shall not relieve Permittee of its liability and obligations under this Article or under Article XVII; INDEMNIFICATION AND HOLD HARMLESS or any other portion of this Permit.

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

7.) The parties hereby agree to amend and modify Article XXV of the Permit Agreement to add Sections 4, 5 and 6, as follows:

4. County as Sovereign

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

- (a) The County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Premises or the operation thereof, or be liable for the same; and
- (b) The County shall not by virtue of this Permit Agreement be obligated to grant the Permittee any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development and/or operation of the Premises.

5. No Liability for Exercise of Police Power

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

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Permittee, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Permittee in applying for any County, city or third party permit or needed approval; or
- (d) To contest, defend against, or assist the Permittee in contesting or defending against any challenge of any nature;

shall not bind the Board, the Planning and Zoning Department, DERM or any other County, city, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or any other applicable governmental agencies in the exercise of its police power; and the County shall be released and held harmless, by the Permittee from and against any liability, responsibility, claims, consequential or other damages, or losses to the Permittee or to any third parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the County to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Permit Agreement, the County shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The County's obligation to use reasonable good faith efforts in the permitting the use of County owned property, in the Community of Landmark, shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Permittee as authorized by the Permit Agreement. Moreover, in no event shall a failure of the County to type of matter requiring government approval or waiver be construed a breach or default of this Permit Agreement.

6. Permittee must provide notice of any serious bodily injury or incident.

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

8.) The parties hereto agree that except for the foregoing amendments and/or modifications, all other terms and conditions of the Permit Agreement shall remain in full force and in effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Permittee have caused this First Amendment To Permit Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

THE SANDOR WIENER SCHOOL OF OPPORTUNITY a Florida non-profit corporation

. By

Michael Messer
Executive Director

(PERMITTEE)

WITNESS

MIAMI-DADE COUNTY, FLORIDA

Ву

George M. Burgess

County Manager

(COUNTY)

Sandor Wiener School of Opportunity - North and South Campus

SOUTH

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2009 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and the ASSOCIATION FOR RETARDED CITIZENS SOUTH FLORIDA, INC. and affiliate SANDOR WIENER SCHOOL OF OPPORTUNITY, 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:

14,781 square feet of space known as Cottages 5, 6 and 7 located at 11025 S.W. 84 Street, Miami together with the grounds adjacent to the building for playground purposes and off street parking.

TO HAVE AND TO HOLD unto said TENANT for a term of Two (2) years, commencing upon the effective date of the resolution of the Miami-Dade Board of County Commissioners (the "Board") approving this Lease Agreement (the "Effective Date"), and terminating Two years thereafter, for a total annual rental of Sixty Two Thousand Eight Hundred Nineteen Dollars and 25/100 (\$62,819.25) for the first lease year, payable in twelve (12) equal monthly installments of Five Thousand Two Hundred Thirty-Four Dollars and 94/100 (\$5,234.94), payable in advance on the first day of every month to the Board of County Commissioners, c/o Department of Human Services, 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. The annual rental amount for the second lease year and any subsequent renewal option period shall be adjusted based upon an annual review and determination by Miami-Dade County Department of Human

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 educational, recreational and related services for infants, toddlers and pre-school children with disabilities and their families and for the performance of work incidental thereto, which might include children of similar ages without disabilities. TENANT will be responsible for any renovation costs, permit fees, ADA compliance needs and all necessary fees needed to operate the program.

ARTICLE II CONDITION OF DEMISED PREMISES

Tenant hereby accepts the Demised Premises in the condition they are in at the beginning of this Lease Agreement.

ARTICLE III UTILITIES

The TENANT, during the term hereof, shall pay all charges for utilities including water, waste disposal and electricity used by the TENANT and shall provide janitorial and custodial services for the Demised Premises. TENANT shall be responsible for all costs associated with the telephone service for the Demised Premises and shall pay all taxes and assessments levied upon the subject property.

ARTICLE IV MAINTENANCE

The TENANT agrees to maintain and keep in state of good repair, safe condition, and appearance, during the term of this Lease Agreement and any extension or renewal thereof, the exterior and interior of the Demised Premises and any improvements thereto. TENANT shall be responsible for taxes and special assessments levied upon or relative to 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. 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.

It is understood that the LANDLORD shall be responsible for grounds maintenance under this Lease Agreement.

ARTICLE V DISABLED INDIVIDUALS

The TENANT understands, recognizes and warrants to the best of its knowledge that all common areas are and shall at all times be maintained in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes as presently written and as may be hereafter amended.

The TENANT further warrants that the Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street and accessible parking, if parking is provided under the Lease, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida statutes. The TENANT covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's cost and expense.

ARTICLE VI ALTERATIONS BY TENANT

The TENANT may make alterations, additions or improvements in or to the premises as may be required for the operation of its program as described in Article I with the written consent of the LANLORD, in each case. All plans for the alterations, additions or improvements shall be submitted to the Director of the Department of Human Services for the approval prior to the commencement of any work. Furthermore, the TENANT shall not commence construction of any improvements upon any of the demised property until it has on hand sufficient funds or methods of financing to pay the full cost of

the improvements. All additions, fixtures or improvements, except but not limited to store and office furniture and fixtures or improvements, except but not limited to store and office furniture and fixtures, exclusive of furnishings provided by the LANDLORD, which are readily removable without injury to the premises, shall have title vested to the LANDLORD without any compensation due to the TENANT and remain a part of the Demised Premises at the expiration or cancellation of this Lease Agreement. However, prior to title so vesting, the LANDLORD and the TENANT may negotiate the removal and/or replacement of fixtures installed specifically as a necessity for the intended use by TENANT.

ARTICLE VII 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 building 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 from proceeds of the insurance coverage and/or 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 VIII <u>ASSIGNMENT</u>

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 IX 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 for any damage to said personal property.

ARTICLE X SIGNS

Signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to Demised Premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE XI 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 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 XII 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 XIII SURRENDER OF 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 and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV 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. The obligations of TENANT under this Article shall survive the expiration or earlier termination of this Lease Agreement.

ARTICLE XV 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 XVI 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 XVII 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:
 - 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 fourteen (14) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:
 - 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 the County Manager's designee, shall have the

right to cancel this Lease Agreement or any portion thereof, at any time by giving 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 XVIII OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, LANDLORD will notify TENANT of the option to extend this Lease Agreement for one (1) additional five-year renewal option period, subject to joint review by both parties, upon the same terms and conditions, except that the annual rental amount shall be increased based upon an annual review and determination by Miami-Dade County Department of Human Services, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof.

ARTICLE XIX 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:

Phyllis Tynes-Saunders, Director Department of Human Services 2525 N.W. 62 Street Suite 4000 Miami, Florida 33147

TENANT:

Association for Retarded Citizens, South Florida 555 Biscayne Boulevard P.O. Box 371333 Miami, Florida 33137

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD 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 XX INSURANCE

Prior to occupancy, 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. Public 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 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 (2000 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 XXI PERMITS, REGULATIONS AND SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Lease Agreement, TENANT will obtain and maintain throughout the term of this Lease Agreement, 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 XXII 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 owed to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this 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 XXIII 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 XXIV 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 XXV GOVERNING LAW

This 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)	ASSOCIATION FOR RETARDED CITIZENS, SOUTH FLORIDA, INC. A Florida Not-for-Profit Corporation
WITNESS	By: Welled Musser Executive Director (TENANT)
WITNESS.	
(OFFICIAL SEAL)	
ATTEST: HARVEY RUVIN, CLERK	MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
By: DEPUTY CLERK	By: Carlos Alvarez County Mayor (LANDLORD)