

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** June 5, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager

**Subject:** Fourth Amendment to Lease Agreement at S.W. 117 Avenue  
between S.W. 172 Street and S.W. 175 Terrace, Miami  
with Children's Home Society of Florida  
Property # 5031-02-01

Agenda Item No. 8(F)(1)(D)

## RECOMMENDATION:

It is recommended that the Board approve the attached resolution authorizing execution of a Fourth Amendment to Lease Agreement for County-owned property located on S.W. 117 Avenue between S.W. 172 Street and S.W. 175 Terrace with Children's Home Society of Florida, a Florida not-for-profit corporation, for premises to be utilized for its residential facility for neglected and abused children. The attached Fourth Amendment to Lease Agreement, which reduces the area under lease to the Tenant, has been prepared by the General Services Administration at the request of the Department of Human Services and is recommended for approval.

**PROPERTY:** 8.5 acres of land at S.W. 117 Avenue, between S.W. 172 Street and S.W. 175 Terrace, Miami

**COMMISSION DISTRICT:** 9

**COMMISSION DISTRICT(S)  
IMPACTED:** County-wide

**OWNER:** Miami-Dade County

**TENANT:** Children's Home Society of Florida,  
a Florida Not-For-Profit Corporation

**TENANT TRACK RECORD:** No record on file for Children's Home Society of Florida with Department of Business Development.

**PROPERTY USE:** Residential facility for neglected and abused children, together with unutilized vacant land.

**BACKGROUND:** Resolution No. R-368-89, approved by the Board on April 14, 1989, authorized a lease agreement between Miami-Dade County and the Children's Home Society of Florida allowing for the construction and operation of residential facilities for abandoned, neglected and abused children. The lease required that construction be commenced by August 31, 1990 and completed within two years. On September 25, 1990, by Resolution No R-1041-90, the Board approved an Amendment to Lease allowing the site to be developed in four phases. Completion of Phase I was to occur by February 1, 1992. Phases II through IV

were to have been completed by February 1, 1996. The Children's Home Society of Florida constructed Phase I on approximately 2.643 acres of vacant land, but never proceeded with Phases II through IV. The remaining 5.866 acres of land remain vacant and largely abandoned by the Tenant.

**JUSTIFICATION:**

The Department of Human Services has identified a critical need for the unutilized, vacant portion of this property. The Tenant no longer has any use planned for this portion of the site and has agreed to the proposed Amendment to reduce the leased area.

**PURPOSE OF AMENDMENT:**

a) Designate the 2.643 acres currently developed and utilized by the Children's Home Society as "Parcel 1." The remaining (unused) 5.866 acres of the leased premises shall be designated as "Parcel 2."

b) To delete Parcel 2 from the Lease Agreement, thereby decreasing the total area leased to the Children's Home Society to the 2.643 acres in Parcel 1 (all of which is currently in active use by the Society).

**FINANCIAL IMPACT:**

Annual revenue to the County remains as before, at \$1.00 per year. All other terms and conditions remain the same.

**EFFECTIVE DATES  
OF AMENDMENT:**

This Fourth Amendment to Lease Agreement shall become effective upon approval by the Board of County Commissioners.

**CURRENT LEASE:**

The current lease agreement was approved by the Board on April 14, 1989 by Resolution No. R-368-89. The lease is for a thirty-year term. The lease was amended under Resolution No. R-1041-90 on September 25, 1990, Resolution No. R-1058-91 on September 16, 1991, and Resolution No. R-270-92 on March 17, 1992.

**COMMENTS:**

Attached for your information is a copy of the previously approved resolutions and memorandum with data concerning the lease.

**CONTRACT MONITOR:**

Peter DiFilippi, Real Estate Officer

  
Assistant County Manager

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# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** June 5, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)(D)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(1)(D)

06-05-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A FOURTH AMENDMENT TO LEASE AGREEMENT AT S.W. 117 AVENUE, BETWEEN S.W. 172 STREET AND S.W. 175 TERRACE, MIAMI WITH CHILDREN'S HOME SOCIETY OF FLORIDA, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES TO BE UTILIZED FOR ITS RESIDENTIAL FACILITY FOR NEGLECTED AND ABUSED CHILDREN; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Fourth Amendment to Lease Agreement between Miami-Dade County and Children's Home Society of Florida, a Florida Corporation Not For Profit, for premises to be utilized for a residential facility for neglected and abused children, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                                  |                    |
|----------------------------------|--------------------|
| Bruno A. Barreiro, Chairman      |                    |
| Barbara J. Jordan, Vice-Chairman |                    |
| Jose "Pepe" Diaz                 | Audrey M. Edmonson |
| Carlos A. Gimenez                | Sally A. Heyman    |
| Joe A. Martinez                  | Dennis C. Moss     |
| Dorrin D. Rolle                  | Natacha Seijas     |
| Katy Sorenson                    | Rebeca Sosa        |
| Sen. Javier D. Souto             |                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MR

Monica Rizo

Not On  
Agenda Item No. 5(e)(22)  
3-17-92

RESOLUTION NO. R-270-92

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO LEASE AGREEMENT WITH THE CHILDREN'S HOME SOCIETY OF FLORIDA FOR PROPERTY LOCATED AT S.W. 117 AVENUE, BETWEEN S.W. 172 STREET AND S.W. 175 TERRACE, FOR PREMISES TO BE USED FOR ITS RESIDENTIAL FACILITY FOR NEGLECTED AND ABUSED CHILDREN; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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 DADE COUNTY, FLORIDA, that this Board approves the Amendment to Lease Agreement between Dade County and the Children's Home Society of Florida for premises to be used for residential facilities for neglected and abused children, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and authorizes the County Manager to exercise the renewal and cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner Charles Dusseau, who moved its adoption. The motion was seconded by Commissioner Mayor Stephen P. Clark and upon being put to a vote, the vote was as follows:

|                      |     |
|----------------------|-----|
| Mary Collins         | aye |
| Charles Dusseau      | aye |
| Joseph M. Gersten    | aye |
| Larry Hawkins        | aye |
| Aléxander Penelas    | aye |
| Harvey Ruvin         | aye |
| Arthur E. Teele, Jr. | aye |
| Sherman S. Winn      | aye |
| Stephen P. Clark     | aye |

The Mayor thereupon declared the resolution duly passed and adopted this 17th day of March, 1992.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

MARSHALL ADER, CLERK

**RAYMOND REED**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency



## MEMORANDUM

Not On  
Agenda Item No. 5(e)(22)

TO: Honorable Mayor and Members  
Board of County Commissioners

DATE: March 17, 1992

FROM: *Joaquin G. Avino*  
Joaquin G. Avino, P.E., P.L.S.  
County Manager

SUBJECT: Amendment to Lease Agreement  
With Children's Home Society  
of Florida for County-Owned  
Property at S.W. 117 Avenue,  
Between S.W. 172 Street and  
175 Terrace

It is requested that the Board approve the attached Amendment to Lease Agreement with the Children's Home Society of Florida.

PROPERTY: 8.5 acres of vacant property at S.W. 117 Avenue, between 172 Street and 175 Terrace, Miami.

PURPOSE OF AMENDMENT: To amend Article XIII of the Lease Agreement to:

- authorize acceptance of alternative forms of performance bond security, in accordance with Chapter 255, Florida Statutes, including cash, money order, certified check, a cashier's check and an irrevocable letter of credit.
- to extend the construction commencement date from February 1, 1992 to May 1, 1992.

JUSTIFICATION: Children's Home Society of Florida has requested that it be permitted to submit an Irrevocable Letter(s) of Credit for construction of Phase I of residential facilities for neglected and abused children and, further, has requested an extension of the commencement date for construction in order to secure and submit the Irrevocable Letter(s) of Credit.

FINANCIAL IMPACT: Annual rate of \$1.00 per year remains as previously negotiated.

EFFECTIVE DATES: Commencing upon approval by the Board and terminating as specified in the lease agreement.

Agenda Item No. R-5(a)(16)  
9-16-91

RESOLUTION NO. R-1058-91

RESOLUTION RATIFYING COUNTY MANAGER'S ACTION  
IN APPROVING THE SECOND AMENDMENT TO LEASE  
AGREEMENT AT S.W. 117 AVENUE, BETWEEN S.W.  
172 STREET AND S.W. 175 TERRACE, MIAMI WITH  
CHILDREN'S HOME SOCIETY OF FLORIDA, FOR  
PREMISES TO BE USED FOR ITS RESIDENTIAL  
FACILITY FOR NEGLECTED AND ABUSED CHILDREN;  
AND AUTHORIZING THE COUNTY MANAGER TO  
EXERCISE RENEWAL AND CANCELLATION PROVISIONS  
CONTAINED THEREIN

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

WHEREAS, at the County Commission meeting of July 25, 1991, this Board, by motion, authorized the County Manager to administer County business during the period of July 24 through September 15, 1991 (Agenda Item No. 7(a)(6)); such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and to be submitted to the Board for ratification at the County Commission meeting of September 16, 1991,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby approves and ratifies the County Manager's action in approving the Second Amendment to Lease Agreement between Dade County and Children's Home Society of Florida, for premises to be used for a residential facility for neglected and abused children, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to exercise renewal and cancellation provisions contained therein.

The foregoing Resolution was offered by Commissioner Sherman S. Winn, who moved its adoption. The motion was seconded by Commissioner Alexander Perelas, and upon being put to a vote, the vote was as follows:

|                      |        |
|----------------------|--------|
| Mary Collins         | aye    |
| Charles Dusseau      | absent |
| Joseph M. Gersten    | aye    |
| Larry Hawkins        | aye    |
| Alexander Penelas    | aye    |
| Harvey Ruvin         | aye    |
| Arthur E. Teele, Jr. | aye    |
| Sherman S. Winn      | aye    |
| Stephen P. Clark     | absent |

The Mayor thereupon declared the Resolution duly passed and adopted this 16th day of September, 1991.



Approved by County Attorney MS to  
form and legal sufficiency.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

MARSHALL ADER, CLERK

By: RAYMOND REED  
Deputy Clerk

M E M O R A N D U M

Agenda Item No. R-5(a)(16)

TO: Honorable Mayor and Members  
Board of County Commissioners  
*Joaquin G. Avino*  
FROM: Joaquin G. Avino, P.E., P.L.S.  
County Manager

DATE: September 15, 1991

SUBJECT: Ratification of Second  
Amendment to Lease  
Agreement with the  
Children's Home Society  
of Florida  
Property No. 5031-02-01

It is requested that the Board ratify the County Manager's action in approving the attached Second Amendment to Lease Agreement which has been prepared by the Department of Development and Facilities Management.

PROPERTY: 8.5 acres of vacant property at S.W. 117 Avenue, between 172 Street and 175 Terrace, Miami.

PURPOSE OF AMENDMENT: To allow for the development of this site to occur in four (4) phases with commencement of Phase I occurring by February 1, 1992 and completion of Phases II through IV by February 1, 1996.

JUSTIFICATION: Children's Home Society of Florida has requested an extension of the deadline by which to initiate construction in order to secure the required construction financing and bonding.

FINANCIAL IMPACT: Annual rate of \$1.00 per year remains as previously negotiated.

EFFECTIVE DATES: Commencing upon approval by the Board and terminating as specified in the lease agreement.

COMMENTS: Attached for your information is a copy of the resolution and memorandum with data concerning the lease previously approved by the Board.

RESOLUTION NO. R-1041-90

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN EXECUTING AMENDMENT TO LEASE AGREEMENT AT S.W. 117 AVENUE BETWEEN 172 STREET AND 175 TERRACE WITH CHILDREN'S HOME SOCIETY OF FLORIDA, A FLORIDA CORPORATION, NOT FOR PROFIT, FOR PREMISES TO BE USED FOR ITS RESIDENTIAL FACILITY FOR NEGLECTED AND ABUSED CHILDREN; AND AUTHORIZING COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

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

WHEREAS, at the County Commission meeting of July 24, 1990, this Board, by motion, authorized the County Manager to administer County business during the period of July 25, 1990 through September 10, 1990 (Agenda Item No. 7(a)(1)); such action(s) taken to be in accordance with the policies and procedures established by the Board of County Commissioners and be submitted to the Board for ratification at the County Commission meeting of September 25, 1990.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's action in executing an Amendment to the Lease Agreement between Dade County and Children's Home Society of Florida, a Corporation Not for Profit, for premises to be used by the Children's Home Society for a Residential Facility for Neglected and Abused Children, in substantially the form attached hereto and made a part hereof, the original of which is on file with the Clerk of the Board; and

authorizes the County Manager to exercise the renewal and cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner Barry D. Schreiber, who moved its adoption. The motion was seconded by Commissioner Barbara M. Carey and upon being put to a vote, the vote was as follows:

|                    |     |
|--------------------|-----|
| Barbara M. Carey   | aye |
| Charles Dusseau    | aye |
| Joseph M. Gersten  | aye |
| Larry Hawkins      | aye |
| Harvey Ruvlin      | aye |
| Barry D. Schreiber | aye |
| Jorge E. Valdes    | aye |
| Sherman S. Winn    | aye |
| Stephen P. Clark   | aye |

The Mayor thereupon declared the resolution duly passed and adopted this 25th day of September, 1990.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

TONY COTARELO, CLERK

Approved by County Attorney as                      BY: RAYMOND REED  
to form and legal sufficiency                      Deputy Clerk

MEMORANDUM

Agenda Item No. R-5(e)(17)

TO: Honorable Mayor and Members  
Board of County Commissioners

DATE: September 25, 1990

FROM: *Josqui G. Avifo*  
Josqui G. Avifo, P.E., P.L.S.  
County Manager

SUBJECT: Ratification of Amendment  
to Lease Agreement with  
Children's Home Society for  
Property at S.W. 117 Avenue  
and 172 Street  
Property #5031-02-01LF

The attached Amendment to Lease Agreement has been prepared by the Department of Development and Facilities Management and is recommended for approval.

PROPERTY: 8.5 acres of vacant property at S.W. 117 Avenue between 172 Street and 175 Terrace.

PURPOSE OF AMENDMENT: To extend the deadline for commencement of construction by one year from August 31, 1990 to August 31, 1991.

JUSTIFICATION: Children's Home Society has requested extension of the deadline by which to initiate construction in order to provide additional time to complete plans and to obtain necessary permits and financing.

FINANCIAL IMPACT: None for Dade County

EFFECTIVE DATES: August 30, 1990.

COMMENTS: Attached for your information is a copy of the memorandum with data concerning the lease previously approved by the Board.

Attachment

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH CHILDREN'S HOME SOCIETY OF FLORIDA, A FLORIDA CORPORATION NOT FOR PROFIT, AT S.W. 117 AVENUE BETWEEN S.W. 172 TERRACE AND 175 TERRACE FOR A RESIDENTIAL FACILITY FOR NEGLECTED AND ABUSED CHILDREN; AND AUTHORIZING COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

5031-02-01

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 DADE COUNTY, FLORIDA, that this Board approves the Lease Agreement between Dade County and Children's Home Society of Florida, a Florida corporation not for profit, for lease of County-owned property at S.W. 117 Avenue between S.W. 172 Terrace and 175 Terrace for a residential facility for neglected and abused children, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and authorizes the County Manager to exercise the renewal and cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner

Larry Hawkins, who moved its adoption. The

motion was seconded by Commissioner Jorge E. Valdes

and upon being put to a vote, the vote was as follows:

|                    |        |
|--------------------|--------|
| Barbara M. Carey   | absent |
| Charles Dusseau    | aye    |
| Joseph M. Gersten  | aye    |
| Larry Hawkins      | aye    |
| Harvey Ruwin       | aye    |
| Barry D. Schreiber | absent |
| Jorge E. Valdes    | aye    |
| Sherman S. Winn    | absent |
| Stephen P. Clark   | absent |

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day  
of APRIL, 1989, by and between METROPOLITAN DADE  
COUNTY, a political subdivision of the State of Florida,  
hereinafter called "LANDLORD," and CHILDREN'S HOME SOCIETY OF  
FLORIDA, a Florida corporation not for profit, hereinafter called  
"TENANT."

WITNESSETH:

WHEREAS, the TENANT desires to develop several  
residential shelter care facilities for abandoned, neglected and  
abused children in Dade County; and

WHEREAS, the LANDLORD, for and in consideration of the  
restrictions and covenants herein contained, hereby agrees to  
lease to the TENANT County-owned land hereinafter called "DEMISED  
PREMISES," described as follows:

The West 1/4 of the Southwest 1/4 of the Northwest  
1/4 of Section 31, Township 55 South, Range 40  
East, Dade County, Florida, Less West 62.5 feet  
thereof, containing 8.5 acres, more or less.

The DEMISED PREMISES are depicted on Exhibit "A" attached to this  
Lease.

TO HAVE AND TO HOLD unto the said TENANT for a term of  
thirty (30) years, commencing upon approval of this Agreement by  
the Board of County Commissioners and terminating thirty (30)  
years thereafter, for and at an annual rental of One Dollar  
(\$1.00).

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

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ARTICLE I

USE OF DEMISED PREMISES

The area of the DEMISED PREMISES shall be used by the TENANT for the construction and operation of Shelter Care Facilities for abandoned, neglected and abused children. The TENANT must meet all conditions of proper zoning. This Lease Agreement is contingent upon approval of the Building and Zoning Department to build said aforementioned facilities. The Lease Agreement is also contingent upon TENANT receiving and maintaining proper licensing by the State Department of Health and Rehabilitative Services for the specified use.

ARTICLE II

CONDITION OF PREMISES

The TENANT has inspected and hereby accepts the premises in the condition they are in at the beginning of this Lease.

ARTICLE III

IMPROVEMENTS BY TENANT

The TENANT may make improvements and install such facilities on the DEMISED PREMISES as may be required for the operation of its program as described in Article I. Such improvements are to be at the sole cost and expense of the TENANT.

Upon expiration or cancellation of this Lease, title to all improvements to the land shall be vested in the LANDLORD without any compensation due the TENANT. All furniture and equipment which may be removed without damage to the premises shall remain the TENANT's property and may be removed by the TENANT.

The TENANT, within fifteen (15) calendar days following the termination of this Agreement, shall remove all of its personal property forthwith. Any personal property of TENANT not removed in accordance with this Article shall constitute a

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voluntary transfer of title thereof to the LANDLORD for whatever disposition is deemed to be in the best interest of the LANDLORD. The LANDLORD shall not be liable to TENANT for the safekeeping of TENANT's personal property.

ARTICLE IV

PERMITS AND ZONING

Any permits or zoning changes which may be required shall be the responsibility of the TENANT.

ARTICLE V

UTILITIES

All utilities shall be placed in the name of the TENANT and the cost of all utilities shall be paid by the TENANT. TENANT shall have the obligation to pay all utilities, taxes and assessments levied upon or relative to the subject property.

ARTICLE VI

MAINTENANCE

The TENANT agrees to provide all maintenance, both exterior and interior, required to keep the premises in a state of good repair, safe and clean condition, at all times at the TENANT's sole cost and expense.

The TENANT shall provide the following:

- A. Janitorial and custodial services.
- B. All construction.
- C. Maintain all operating equipment.
- D. All interior maintenance and repairs.
- E. Maintain all plumbing and electrical lines and equipment.
- F. Maintain all central air-conditioning and heating system and equipment.
- G. Install all utilities, including sewer system.
- H. All exterior repairs, including roof repairs.
- I. Provide and maintain landscaping and lawn maintenance.

- G. Install fire sprinkler system.
- H. Provide for removal of litter, trash and refuse.
- I. Maintain parking area.
- J. Maintain structure free of termites or any termite activities.

Upon failure of the TENANT to effect repairs pursuant to this Lease after fifteen (15) days written notification to do so by the LANDLORD, the LANDLORD may cause the repairs to be made and bill the TENANT. The TENANT is responsible for payment immediately upon presentation of an invoice.

#### ARTICLE VII

##### CONSTRUCTION

It is hereby agreed that the land shall be left in its natural state insofar as possible and that said lands shall be utilized only for the purposes as are outlined above and the TENANT, at its own expense, may make such improvements and construct such facilities upon said lands as shall be reasonably necessary to place the demised property and premises in such state or condition that they may be used for the purposes for which this Lease is made and entered into, provided, however, that all plans for the erection of any buildings or other improvements, or landscaping, shall be first submitted to the Director of the Office of Capital Improvements and Development for report and recommendation and forwarding to the County Manager for approval before any work is started, and provided further that the TENANT shall not commence construction of any improvements upon any of the demised lands until it has on hand sufficient funds or methods of financing to pay the full cost of the improvements. All persons, firms or corporations dealing with the TENANT in respect to the furnishing of any labor, services or material for the improvement of said DEMISED PREMISES are hereby placed on notice that no liens of any nature or character shall be imposed upon or enforced against said lands.

but that credit and liability of the TENANT only shall be relied upon for payment of the cost of such improvements.

ARTICLE VIII

ASSIGNMENT

The TENANT shall not sublet, transfer, assign or dispose of this Lease or the term hereof.

ARTICLE IX

INDEMNIFICATION AND HOLD HARMLESS

The TENANT does hereby agree to indemnify, save harmless, and defend the LANDLORD from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees) which may arise out of this Lease Agreement, the DEMISED PREMISES, invitees, subcontractors and contractors on or about the DEMISED PREMISES.

ARTICLE X

NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed on or moved in the premises above described shall be at the risk of the TENANT or the owner thereof. The LANDLORD shall not be liable to the TENANT for any damage to said personal property unless caused by or due to negligence of the LANDLORD, LANDLORD's agents, or employees.

The TENANT shall maintain throughout the tenancy of this Lease Agreement Worker's Compensation coverage with statutory limits on all employees of the TENANT. The Worker's Compensation insurance shall include a minimum of One Hundred Thousand Dollars (\$100,000) per accident employer's liability coverage.

ARTICLE VI

INSURANCE

The TENANT must maintain insurance during the full term of this Agreement and prior to occupancy shall furnish to the Real Estate Management Section of Metropolitan Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 1460, Miami, Florida 33128-1988, certificate(s) of insurance which indicate 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 for bodily injury and property damage per accident. 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 in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.
- D. Contractual Liability Insurance covering all liability.

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, such companies to be acceptable to the Manager, Risk Management Division, Dade County, Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to strength, by the latest edition of Best Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

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

If at any time any of the policies shall not conform with the terms of this lease, the TENANT shall promptly obtain a new and satisfactory policy or policies in replacement.

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

#### ARTICLE XII

##### INSPECTION BY LANDLORD

The LANDLORD may make periodic inspections of all the leased premises and equipment to determine if such are being maintained in a neat and orderly condition. The TENANT shall be required to make any improvements in cleaning or maintenance methods required by the LANDLORD. Such periodic inspections may also be made to determine whether the TENANT is operating in compliance with the terms and provisions of this Agreement.

The TENANT agrees that supervision of the residents will be adequate to assure responsible behavior by the residents in the home and in the surrounding community.

#### ARTICLE XIII

##### BONDS

~~THE TENANT shall obtain and deliver to the LANDLORD, not less than ten (10) days prior to the anticipated commencement of construction, a completion and payment bond with a surety meeting the qualifications as set forth in Article XIII Insurance, in favor of the LANDLORD, said bond to be acceptable to the General Services Administration, Risk Management, Division of Dade County. The bond shall be for the full amount of contemplated construction work and shall remain in effect until the completion of any payment for the improvements, free and clear of all claims of mechanics, laborers and materialmen.~~

ARTICLE XIV

LANDLORD'S RIGHT OF ENTRY

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

ARTICLE XV

LIABILITY FOR DAMAGE OR INJURY

The LANDLORD shall not be liable for any damage or injury which may be sustained by any party or persons on the DEMISED PREMISES other than the damage or injury caused solely by the negligence of the LANDLORD.

ARTICLE XVI

DAMAGE OR DESTRUCTION

In the event the facilities constructed by the TENANT on the DEMISED PREMISES should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the facilities are rendered unfit for the TENANT's purposes, the TENANT shall have the option of cancelling this Agreement or restoring the facilities. The TENANT shall notify the LANDLORD within thirty (30) days of such damage or destruction of its interest to cancel or restore the facilities.

In the event the TENANT exercises its option to cancel this Agreement due to damage or destruction of its facilities, it shall be the responsibility of the TENANT to remove the damaged structures at its expense and return the premises in a clean and safe condition.

ARTICLE VIII

ADDITIONAL PROVISIONS

A. Mechanics', Materialmen's and Other Liens. The TENANT agrees that it will not permit any mechanics', materialmen's or other liens to stand against the DEMISED PREMISES for work or materials furnished to the TENANT, it being provided, however, that the TENANT shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, the TENANT shall immediately pay any judgment or decree rendered against the TENANT, with all proper costs and charges, and shall cause any such lien to be released of record without cost to the LANDLORD.

B. 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 in connection with any County property or facilities operated or maintained under lease, license or other agreement from Dade County or its agencies. Furthermore, there shall be no discrimination based on sex, religion, handicap or age.

The TENANT agrees to comply with the intent of Resolution No. 9601, dated March 24, 1964, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

C. It is the intention of the LANDLORD to lease the land for use as shelter care facilities for abandoned, neglected and abused children. It is therefore provided that in the event the ~~construction of said facilities was not been initiated by August 31, 1990 and completed within two years thereafter without good cause, this lease shall become null and void and any~~ improvements will become the property of the LANDLORD. It is furthermore agreed that if at any time it shall be judicially determined that the TENANT cannot fulfill the stated use, then the LANDLORD shall have the option to cancel this Lease.

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ARTICLE XVIII

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Lease, the LANDLORD agrees that the TENANT shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by the LANDLORD.

ARTICLE XIX

NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1988, shall constitute sufficient notice to the LANDLORD, and written notice addressed to TENANT and mailed or delivered to Executive Director, Children's Home Society, 800 N.W. 15 Street, Miami, Florida 33136, shall constitute sufficient notice to the TENANT, to comply with the terms of this Lease. Notices provided herein in this paragraph shall include all notices required by this Lease or required by law.

ARTICLE XX

OPTION TO RENEW

The LANDLORD grants unto the TENANT the option to extend this Agreement for two (2) additional terms of ten (10) years, provided TENANT is not in default, upon the same terms and conditions as are contained herein. The TENANT shall so notify the LANDLORD in writing of the TENANT's intent to renew this Agreement at least six (6) months prior to the termination date of said Agreement.

ARTICLE XXI

TERMINATION BY LANDLORD

The happening of any of the following shall cause this Agreement to be automatically terminated:

A. Assignment by the TENANT of this lease for the benefit of creditors.

B. In the event the TENANT shall abandon or vacate the leased premises before the end of the term of this Lease, or discontinue operations hereunder for a period of five (5) days or more, or any extension thereof, or if the premises shall be used by the TENANT for any purpose other than as described in Article I, or shall the TENANT fail to comply with any covenants or provisions of this Lease, or shall the TENANT fail to maintain State Department of Health and Rehabilitative Services licensing.

C. The total destruction of the leased premises by fire or any other casualty pursuant to the provisions of Article XVI.

The LANDLORD shall have the right to terminate this Agreement after thirty (30) days written notice sent by registered or certified mail to the TENANT of the occurrence of any one or more of the following, unless the same shall have been corrected within such period:

A. Non-performance of any covenant of this Agreement and failure of the TENANT to remedy such breach.

B. The conduct of any business or the merchandising of any product or service not specifically authorized herein. The foregoing shall not preclude fund-raising activities to support the operations of the Children's Home Society.

C. A final judicial determination that litigation instituted by the TENANT against the LANDLORD was groundless and frivolous.

#### ARTICLE XXII

##### WRITTEN AGREEMENT

Both parties agree that this Agreement contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking except those stated within, and it may be modified only by resolution approved by the Board of County Commissioners.

After the execution hereof, no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed by their appropriate officials as of the date first above written.

ATTEST:  
RICHARD P. BRINKER, CLERK



*Richard P. Brinker*  
Clerk

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: *Joseph G. Avino*  
JOSEPH G. AVINO, P.E., F.L.S.  
County Manager (LANDLORD)

ATTEST:

CHILDREN'S HOME SOCIETY OF  
FLORIDA, a Florida Corporation  
Not for Profit

By: *Richard B. Adams*  
Secretary

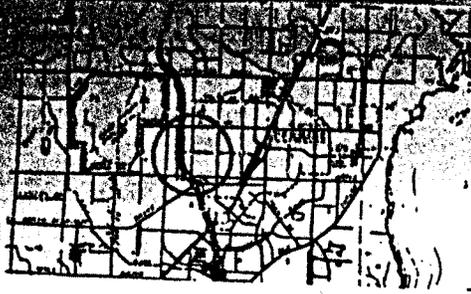
(SEAL)

By: *Richard B. Adams*  
RICHARD B. ADAMS  
Vice Chairman (TENANT)

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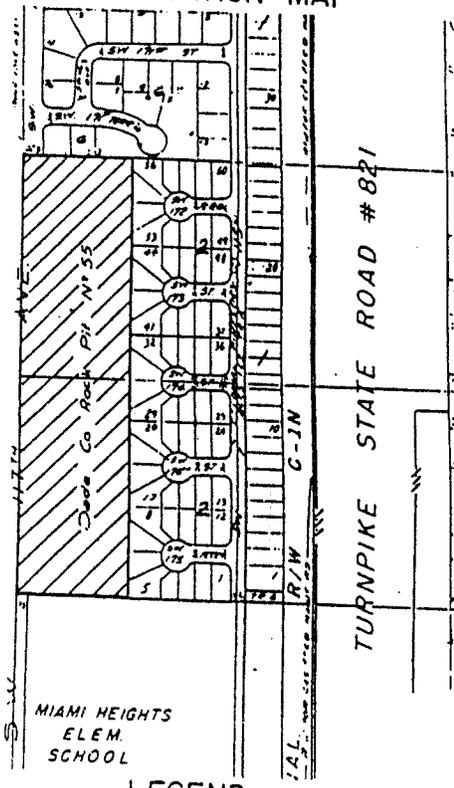
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Sec. 31  
 Twp. 55  
 Rge. 40

LOCATION MAP



LEGEND

 DADE COUNTY PROPERTY  
 25



The Board of Directors was called into session to receive the report of the Committee on Nominations for the 1989 officers and Executive Board Members as presented by Mr. Lee.

NOTICE

The officers and Executive Board Members listed below were unanimously elected to their respective offices:

1989 OFFICERS

|                |                      |                     |                        |
|----------------|----------------------|---------------------|------------------------|
| Chairman       | Wesley Scovanner     | Vice Chairman       | Richard Murvin         |
| Chairman-Elect | Walter N. Brinkman   | Vice Chairman       | W. Kevin Russell       |
| Vice Chairman  | Mrs. Dorothy Berger  | Vice Chairman       | Mrs. Cheryl Saiter     |
| Vice Chairman  | Mrs. Ann Burt        | Vice Chairman       | Donald Schmalz         |
| Vice Chairman  | Mrs. Peggy Kraft     | Vice Chairman       | Mrs. Marjorie Turnbull |
| Vice Chairman  | Robert B. Adams, Jr. | Secretary-Counselor | J. Michael Hughes      |
| Vice Chairman  | Frederick Fey        | Assistant Secretary | Ms. Linda K. Rowland   |
| Vice Chairman  | James D. Francis     | Treasurer           | Stephen E. Mitchell    |
| Vice Chairman  | Jerry Flanders       | Assistant Treasurer | William G. Dickie      |

ASSOCIATE COUNSELORS

|                         |                              |
|-------------------------|------------------------------|
| Daniel R. Coffman, Jr.  | Labor Law                    |
| James D. Francis        | Business Law                 |
| John G. Grimsley        | Trusts & Estates             |
| Edward L. Kelly         | Corporation Law              |
| John W. Moores          | Taxation                     |
| M. Craig Massey         | Family Law                   |
| Edward L. Kelly         | For Buckner Division         |
| Thomas R. Mooney        | For Central Florida Division |
| Ms. Carolyn M. Gettings | For Gulf Coast Division      |
| Norman D. Tripp         | For Intercoastal Division    |
| Don Ritter              | For Mid-Florida Division     |
| William J. Roberts      | For North Central Division   |
| John F. Sproull, Jr.    | For North Coastal Division   |
| M. Craig Massey         | For Rose Keller Division     |
| Roger C. Murd           | For South Coastal Division   |
| Douglas Halsey          | For Southeastern Division    |
| Lou Ray                 | For Western Division         |

1989 STATE EXECUTIVE BOARD

|  |  |
|--|--|
| <u>Chairman</u><br>Wesley Scovanner  | <u>Mid-Florida Division</u><br>Frederick Fey, Chairman<br>Mrs. Jean Chalmers         |
| <u>State Board of Directors</u><br>Walter N. Brinkman, Chairman-Elect<br>Lewis S. Lee, Immediate Past Chairman<br>Mrs. Mary H. Cross, Past Chairman<br>J. Michael Hughes, Secretary-Counselor<br>Stephen E. Mitchell, Treasurer<br>Robert F. Bartlett<br>Ray F. Basten<br>Mrs. Georgia Canakaris<br>Chris Carlsen<br>William G. Dickie<br>Mrs. Carol Martin<br>Mrs. Joan Paven Smith<br>R. David Thomas<br>C. Michael Turner | <u>North Central Division</u><br>Mrs. Marjorie Turnbull, Chairman<br>Ronald M. Brown |
| <u>Buckner Division</u><br>James D. Francis, Chairman<br>Bryan Simpson, Jr.  | <u>North Coastal Division</u><br>Mrs. Ann Burt, Chairman<br>Mrs. Christine Gilbert   |
| <u>Central Florida Division</u><br>Donald Schmalz, Chairman<br>Craig Ward  | <u>Rose Keller Division</u><br>Richard Murvin, Chairman<br>Sydney Schwartz           |
| <u>Gulf Coast Division</u><br>Mrs. Dorothy C. Berger, Chairman<br>Ms. Sandra Rice  | <u>South Coastal Division</u><br>Jerry Flanders, Chairman<br>Alan Curtis             |
| <u>Intercoastal Division</u><br>Mrs. Peggy Kraft, Chairman<br>Mrs. Terri Sallvasser  | <u>Southeastern Division</u><br>Richard B. Adams, Jr., Chairman<br>Robert Cullen     |
|  | <u>Southwest Division</u><br>W. Kevin Russell, Chairman<br>Richard Krieg             |
|  | <u>Western Division</u><br>Mrs. Cheryl Saiter, Chairman<br>Neal Colley               |
|  | Chairman of All Standing Committees  |

## FOURTH AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "LANDLORD" and CHILDREN'S HOME SOCIETY OF FLORIDA, A FLORIDA CORPORATION NOT FOR PROFIT, hereinafter called the "TENANT."

### WITNESSETH:

WHEREAS, by Resolution No. R-368-89, adopted by the Board of County Commissioners on April 4, 1989, the Board authorized a Lease between the above named parties for that certain property located at SW 117 Avenue between SW 172 Terrace and SW 175 Terrace, Miami, Florida; and

WHEREAS, by Resolution No. R-1041-90, ratified and adopted by the Board of County Commissioners on September 25, 1990, the Board authorized an amendment to change the date for the initiation of construction to August 31, 1991;

WHEREAS, by Resolution No. R-1058-91, ratified and adopted September 16, 1991, the Board of County Commissioners authorized a second amendment that all references to the Office of Capital Improvements and Development shall be substituted with the Development and Facilities Management (DDFM), throughout the Lease Agreement; and the project may be developed in four phases. With reference to Article XVII "C" as amended by Resolution No. R-1041-90, change the date that commencement of construction for Phase I must occur to February 1, 1992. Commencement is defined as the date when the permit for construction is issued. Construction for Phase II through Phase IV by February 1, 1996.

WHEREAS, by Resolution No. R-270-92, adopted March 17, 1992, the Board of County Commissioners authorized a third amendment as follows: To amend Article XIII of the original lease instrument to require the TENANT to obtain and deliver to the LANDLORD, prior to the anticipated commencement of construction, a Completion and Payment Bond or an alternative form of performance bond surety, in accordance with Chapter 255, Florida Statutes and extend the construction date from February 1, 1992 to May 1, 1992.

WHEREAS, both LANDLORD and TENANT are desirous of amending said Lease as set forth

below; and

WHEREAS, by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, 2006, the Board of County Commissioners has authorized the amending of said Lease;

NOW, THEREFORE, in consideration of the restrictions and covenants herein contained, it is agreed that the said Lease is hereby amended as follows:

1. Demised Premises: The demised premises consisting of the initial 8.5 acres, more or less formally described as:

**The West ¼ of the Southwest ¼ of Florida, Less West 62.5 feet thereof, containing 8.5 acres, more or less, shall now be known as: The South 419.00 Feet of the West ¼ of the Southwest ¼ of the Northwest ¼ of Section 31, Township 55 South, Range 40 East, Dade County, Florida, Less West 62.5 feet thereof for R/W; containing approximately 2.643 Acres, also known as Parcel 1.**

**AND**

**The West ¼ of the Southwest ¼ of the Northwest ¼ of Section 31, Township 55 South, Range 40 East, Dade County, Florida, Less West 62.5 feet thereof for R/W and less the South 419.00 feet thereof; containing approximately 5.866 Acres, also known as Parcel 2.**

All the above are more particularly described and shown on Exhibit "A", attached hereto and made a part hereof;

2. Modifications of Demised Premises: The LANDLORD and TENANT hereby agree to decrease the area of the leased demised premises by 5.866 acres, such that TENANT shall no longer occupy, use, lease or maintain the portion of the demised premises identified as Parcel 2 as shown and legally described on the survey attached as Exhibit "A". The TENANT will continue to occupy, use and maintain the demised premises known as Parcel 1, as shown and legally described on the survey attached as Exhibit "A"..

3. Term: The term of this amended agreement for the lease of the demised premises, known as Parcel 1, shall commence upon approval by the Board of County Commissioners and shall terminate on terminates April 3, 2019.

In all other respects the said Lease, as Amended, shall remain in full force and effect in accordance with the terms and conditions specified therein.

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

(OFFICIAL SEAL)

“LANDLORD”

ATTEST:

HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George M. Burgess  
County Manager

“TENANT”

(OFFICIAL SEAL)

CHILDREN'S HOME SOCIETY OF  
FLORIDA, a Florida Corporation  
Not for Profit

WITNESS

WITNESS

By: \_\_\_\_\_  
Authorized Signatory

