Memorandum

MIAMI-DADE COUNTY

Date: April 21, 2015

Agenda Item No. 8(F)(4)

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

From: Carlos A. Gimenez
Mayor

Subject: Lease Agreement with Transition, Inc., a Florida Not-for-Profit Corporation, Located at the Culmer Neighborhood Center, 1550 NW 3 Avenue, Building C, Miami, FL
Lease No. 01-3136-064-0020-L01

Recommendation

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

- Authorizes the leasing of 4,400 square feet of air-conditioned office space, together with parking in common with other tenants, at the Culmer Neighborhood Service Center, located at 1550 NW 3 Avenue, Building C, Miami, Florida; and
- Authorizes an initial lease term of two (2) years, plus one (1) additional five-year renewal option period.

Scope

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

Fiscal Impact/Funding Source

The revenue to the County for the first year of the Lease Agreement is estimated to be $15,000 ($3.41 per square foot). A reduced rental rate was negotiated between the Community Action and Human Services Department and the Tenant for the first lease year due to financial hardship. Commencing on the second lease year, the rental rate will be increased to market rent, which is estimated to be $13.13 per square foot and amounts to $57,772 annually. During the renewal period, the rent will increase by two (2) percent each year. The total projected revenue to the Community Action and Human Services Department for the two-year lease term, plus the additional five-year renewal option term is estimated to be $379,433.

The County will be responsible for utilities, and janitorial and custodial expenses in the first year of the lease term. The Tenant will be responsible for utilities, janitorial and custodial expenses beginning in the second year of the lease term and any subsequent renewal option period.

Track Record/Monitor

The County has no record of negative performance issues with the Tenant. Dirk Duval, of the Real Estate Development Division in the Internal Services Department, is the Lease Monitor. A copy of this lease will be transmitted to the Property Appraiser's Office within 30 days of its execution.

Delegation of Authority

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

Background

The Tenant has provided job training and placement services to adult ex-offenders in the County at this location since 2008 and would like to continue to utilize this space for these services. The original lease between the Tenant and County was approved by the Board through Resolution R-102-08. The lease expired on February 28, 2011 and the Tenant remained in the premises on a month-to-month basis, pursuant to the holdover provision within the lease, due to building renovations that may have required relocating the Tenant. Those renovations were completed and the Tenant expressed a desire to enter into

a new lease at this location. Resolution R-1088-12, approved on December 18, 2012, waived rental payments due from the Tenant for the leased premises beginning January 2013 and ending December 2013. Beginning January 2014, the Tenant commenced to pay rent on a month-to-month basis during negotiations of the proposed lease.

Additional lease details are as follows:

COMPANY PRINCIPALS:	Marcos Franco, Registered Agent, Executive Director Alan Rauzin, President John Sarlat, Vice President
LEASE TERM:	Two (2) years, plus one (1) additional five-year renewal option period.
EFFECTIVE DATES:	Commencing on the first day of the month following the effective date of the resolution approving the Lease Agreement, and terminating two (2) years thereafter.
RENTAL RATE:	The Tenant currently pays an annual rent in the amount of $15,000 ($3.41 per square foot). The annual rent for the first year of the initial lease term will be $15,000 ($3.41 per square foot). This is a negotiated rate to help offset financial hardship by the Tenant. The annual rent for the second year of the initial lease term will be adjusted to the current market rent of $13.13 per square foot, or $57,772 on an annual basis, and increased by two (2) percent each subsequent year.
LEASE CONDITIONS:	The County will be responsible for utilities, and janitorial and custodial expenses in the first year of the lease term. Tenant will be responsible for those expenses beginning in the second year of the lease term and any subsequent renewal option period. The Tenant is also responsible for the interior of Building C throughout the lease term. The County is responsible for all common areas at the Culmer Neighborhood Center including the parking lot and building structure.
CANCELLATION PROVISION:	The County may cancel at any time if Tenant violates any of the lease provisions. Tenant may cancel at any time by giving the County written notice at least 30 days prior to the effective date.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: April 21, 2015

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

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
4-21-15

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TERMS OF LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND TRANSITION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PREMISES LOCATED AT THE CULMER NEIGHBORHOOD SERVICE CENTER, 1550 N.W. 3 AVENUE, BUILDING C, TO BE USED FOR ADMINISTRATIVE OFFICES AND TO HOUSE A JOB TRAINING AND PLACEMENT PROGRAM FOR AT-RISK YOUTH AND OFFENDERS, WITH A TOTAL GROSS RENTAL REVENUE TO THE COUNTY ESTIMATED TO BE $379,433.00 FOR THE INITIAL TWO-YEAR TERM OF THE LEASE AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE LEASE AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE

WHEREAS, Transition, Inc. is a registered Florida, not-for-profit corporation, organized for the purpose of servicing the public; and

WHEREAS, Transition, Inc. desires to lease certain County-owned property located at the Culmer Neighborhood Service Center, located at 1550 N.W. 3 Avenue, Building C, Miami, Florida, (the "Premises") for space to be utilized for administrative offices, and to house a job training and placement program for at-risk youth and offenders; and

WHEREAS, since October of 2012, the County has been in continuous and ongoing negotiations with Transition, Inc. regarding the terms of the Lease Agreement; and

WHEREAS, this Board finds that, consistent with Section 125.38, Florida Statutes, Transition, Inc. is a Florida not-for-profit corporation, does require the Premises for a use

consistent with its mission and in support of the community interest and welfare purposes for which it is organized, that such lease for that use would promote community interest and welfare such as job training and placement, and the Premises are not otherwise needed for County purposes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves, pursuant to Section 125.38, Florida Statutes, the terms of the Lease Agreement, in substantially the form attached hereto and incorporated herein by this reference, between Miami-Dade County and Transition, Inc., a Florida not-for-profit corporation, for the Premises to be utilized for administrative offices and to house a job training and placement program for at risk youth and offenders, with a total gross rental revenue to the County estimated to be $379,433 for the initial two-year term of the lease and the additional five-year renewal option period.

Section 3. This Board authorizes the County Mayor, or the County Mayor's designee, to execute the Lease Agreement for and on behalf of Miami-Dade County and to exercise any and all rights conferred therein including, but not limited to, the County's cancellation rights for breaches of the Lease Agreement. This Board further directs the County Mayor, or the Mayor's designee to provide to

the Property Appraiser's Office an executed copy of the Lease Agreement with 30 days of its execution.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of April, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2014, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and TRANSITION INC., a Florida Not-for-Profit Corporation hereinafter referred to as the "TENANT,"

WITNESSETH:

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

> 4,400 square feet of air-conditioned office space located at the Culmer Neighborhood Service Center, 1550 N.W. 3 Avenue, Building C, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of Two (2) years plus one additional five-year renewal option period, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date") and terminating two (2) years thereafter. Rental payments for the first year of the Lease shall be Fifteen Thousand Dollars and 00/100 ($15,000) annually, payable in twelve (12) equal monthly installments of One Thousand Two Hundred and Fifty Dollars and ($1,250), payable in advance on the first day of every month to the Miami-Dade County Community Action and Human Services Department, Office of Administration, Finance Services Division, 701 NW 1st Ave, 10th Floor, Suite 10-109, Miami, Florida 33128, or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental amount for the second year and any subsequent renewal option period shall be adjusted as per Article XVIII, "Rent Adjustment" of the Lease Agreement.

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 administration offices to house the job training and job placement services for at-risk youth and offenders.

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 LANDLORD shall pay all charges for water and electricity used by the TENANT and shall provide janitorial and custodial services for the first lease year. For the second lease year and any subsequent renewal option period Tenant shall pay all charges for water, electricity, and janitorial and custodial services. Landlord agrees to provide auxiliary services such as security services Monday through Friday from 7:00 a.m. to 8:00 p.m. and burglar alarm system monitored by Internal Services Department. Tenant shall be responsible for any false alarm excess charges exceeding the limit allowed by the City of Miami which are caused as a result of Tenant's negligence. TENANT shall also be responsible for all costs associated with the telephone service for the demised premises.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior of the demised premises.

TENANT shall be responsible for and shall repair any damage caused to the demised premises as a result of TENANT or TENANT's agents, employees, invitees, or visitors use of the demised premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
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 VI
ASSIGNMENT

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

ARTICLE VII
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 unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
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 IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF 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 XII
INDEMNIFICATION AND HOLD HARMLESS

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

LANDLORD does hereby agree to indemnify and hold harmless the TENANT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the LANDLORD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely

as a result of the negligence of the LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance or failure of performance of the TENANT or any unrelated third party.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
CANCELLATION

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

A. Automatic Termination:

1) Institution of proceedings in voluntary bankruptcy by the TENANT.

2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.

3) Assignment by TENANT for the benefit of creditors.

4) Tenant fails to maintain the use of the property for the benefit of the public and the

community's interest and welfare, pursuant to Florida Statute Section 125.38.

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

1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.

2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after 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:

1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Mayor or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least eleven (11) months written notice prior to its effective date.

CANCELLATION By TENANT: The TENANT, shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least thirty (30) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for One (1) additional five-year renewal option period upon the same terms and conditions, by giving LANDLORD notice in writing at least sixty (60) days prior to the

expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVII
NOTICES

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

LANDLORD:

Director
Community Action and Human Services Department
701 NW 1st Court, 10th Floor
Suite 10-109
Miami, Florida 33136

TENANT:

Transition Inc.
Attn: Alan Rauzin, President
Culmer Neighborhood Service Center
1550 N.W. 3 Avenue
Building C
Miami, Florida 33128

with a copy to:

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

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 XVIII
RENT ADJUSTMENT

Commencing on the first anniversary of the Commencement Date, the base rent will be adjusted to the current market rent of $13.13 per square foot for the leased premises, and any subsequent renewal option period will be increased by 2% each year.

ARTICLE XIV
INSURANCE

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

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

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

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

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

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

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

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest

"List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

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

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

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

ARTICLE XX
PERMITS , REGULATIONS & SPECIAL ASSESSMENTS

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

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

ARTICLE XXI
FORCE MAJEURE

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond

TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

ARTICLE 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 fifteen (15) 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, age, gender, creed, or religious belief in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24,

1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXV
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the demised premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXVI
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 XXVII
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)

TRANSITION INC.,
A Florida Not-for-Profit Corporation

WITNESS

Alan Rauzin
President

(TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

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

By:_____
Carlos A. Gimenez
County Mayor

(LANDLORD)