

Approved _____ Mayor
Veto _____
Override _____

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

06-05-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-668-07

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 Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Bruno A. Barreiro and upon being put to a vote, the vote was as follows:

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



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**

The Chairperson thereupon declared the resolution duly passed and adopted this 5th 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

KAY SULLIVAN

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:

Memorandum



Date: June 5, 2007

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

From: George W. 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:

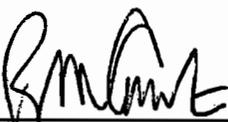
The current lease agreement was approved by the Board on April 14, 1989 by Resolution No. R-368-89. The lease is for a thirty-year term. The lease was amended under Resolution No. R-1041-90 on September 25, 1990, Resolution No. R-1058-91 on September 16, 1991, and Resolution No. R-270-92 on March 17,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

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

MARSHALL ADER, CLERK

By: RAYMOND REED
Deputy Clerk

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 16, 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

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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 Ruvin	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 Raymond Beer BY: RAYMOND BEER
to form and legal sufficiency W Deputy Clerk

MEMORANDUM

Index Item No. R-3(e)(17)

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

DATE: September 25, 1990
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 NUMBER 2011-01
WHEREAS, THE 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 AUTHORITY GRANTING POWER TO EXERCISE
RENEWAL AND CANCELLATION PROVISIONS CONTAINED
THEREIN

(651-01-0)

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 Ruvlin	aye
Barry D. Schreiber	absent
Jorge E. Valdes	aye
Sherman S. Winn	absent
Stephen P. Clark	absent

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 DENISED PREMISES

The area of the DENISED 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 DENISED 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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...transfer of title thereof to the LANDLORD for
...disposition as deemed to be in the best interest of
the LANDLORD. The LANDLORD shall not be liable to TENANT for the
safeguarding 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.

- K. Maintain fire sprinkler system.
- L. Provide for removal of litter, trash and refuse.
- M. Maintain parking area.
- N. 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.

...shall be the responsibility of the TENANT and shall be paid by the TENANT 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 II
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 2460, 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.

... of the policies shall not conform
... of this lease the TENANT shall promptly obtain a
... 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 LATER THAN TEN (10) DAYS PRIOR TO THE ANTICIPATED COMMENCEMENT
OF CONSTRUCTION, A COMPLETION AND PAYMENT BOND, WITH THE SECURITY
MAKING THE QUALIFICATIONS AS SET FORTH IN ARTICLE XII FOR INSURANCE,
IN FAVOR OF THE LANDLORD; SAID BOND TO BE ACCEPTABLE TO THE
GENERAL SERVICES ADMINISTRATION AND RISK MANAGEMENT, DIVISION OF
DADE COUNTY. THE BOND SHALL BE FOR THE FULL AMOUNT OF
CONTINGENT 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.

Mechanics', Materialmen's and Other Liens

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 has 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:

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

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.

RICHARD P. ADAMS, CLERK

DALLAS COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS



Richard Adams
CLERK

Joseph W. Curry
JEROME G. AVINO, P.E., F.L.S.
County Manager (LANDLORD)

ATTEST:

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

By: *Joseph W. Curry*
Secretary

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

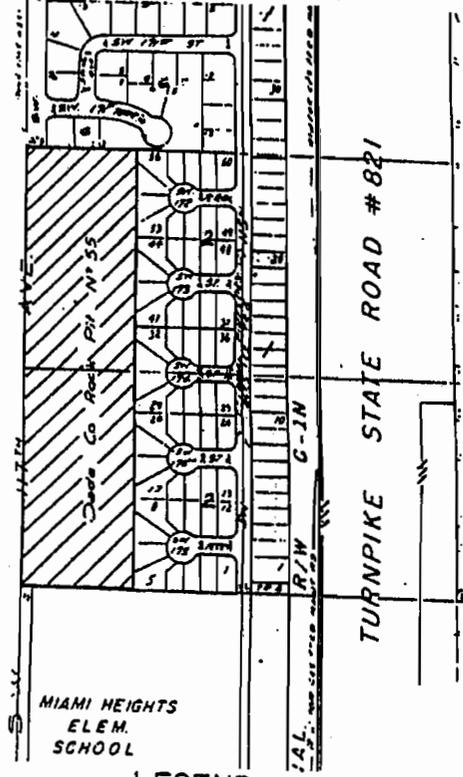
(SEAL)

(TENANT)



Sec. 31
Twp. 55
Rge. 40

LOCATION MAP



LEGEND

 DADE COUNTY PROPERTY
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DADE COUNTY DISCLOSURE AFFIDAVIT

Richard B. Adams, Jr., being first duly sworn, states:

1. The full legal name and business address* of the person or entity contracting or transacting business with Dade County are:

The Children's Home Society of Florida, a corporation not for profit
808 N.W. 15th Street 3027 San Diego Road
Miami, Florida Jacksonville, Florida

2. If the contract or business transaction is with a corporation, the full legal name and business address* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address* shall be provided for each trustee and each beneficiary. All such names and addresses are:

there are no stockholders in this not for profit corporation.
a list of the current officers and directors is attached as exhibit
hereto.

3. The full legal names and business address* of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Dade County are:

none

DATE: March 28, 1989

Richard B. Adams, Jr. Vice-Chairman

NAME OF AFFIANT
Richard B. Adams, Jr.
Signature

SWORN to and subscribed before me this 28th day of March, 1989.

Bentley M. Condracas
NOTARY PUBLIC, State of Florida
at Large

My Commission Expires: March 28, 1991

* Post office box addresses not acceptable.

separate attached pages if necessary.

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 H. Brinkman	Vice Chairman	V. 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 Fay	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 E. Coffman, Jr.	Labor Law
James D. Francis	Business Law
John G. Grimsley	Trusts & Estates
Edward L. Kelly	Corporation Law
John W. Moore	Taxation
M. Craig Massey	Family Law
Edward L. Kelly	For Buckner Division
Thomas E. Hooney	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, Jr.	For Rose Keller Division
Roger C. Murd	For South Coastal Division
Douglas Malsey	For Southeastern Division
Lou Ray	For Western Division

1989 STATE EXECUTIVE BOARD

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

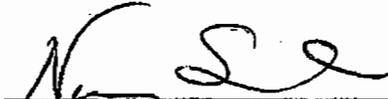
By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager

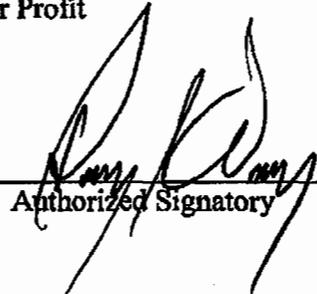
“TENANT”

(OFFICIAL SEAL)

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


WITNESS


WITNESS

By: 
Authorized Signatory

