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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 14(A)(2)

Date: May 20, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Retroactive Lease Agreement between Miami-Dade County and JLM-Inn Transition North, Inc., a Florida Not-for-Profit Corporation for Premises to be Utilized by the Community Action and Human Services Department

Resolution No. R-473-14

This item was amended at the May 13, 2014 meeting of the Finance Committee to reflect that it is a retroactive lease agreement in the cover memorandum, as well as in the title and body of the resolution.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a retroactive Lease Agreement (Lease) between the County and JLM-Inn Transition North, Inc., a Florida Not-for-Profit Corporation (Landlord), for premises to be utilized by the Community Action and Human Services Department (CAHSD). Specifically, the resolution does the following:

- Authorizes the leasing of 15,281 square feet of air conditioned residential space together with on-site laundry room, meeting rooms, storage, and off-street parking; and
- Authorizes a lease term of five years, plus one additional two year renewal option period.

Scope

The property is located in County Commission District 2, which is represented by Commissioner Jean Monestime.

Fiscal Impact/Funding Source

The total fiscal impact for the first year of the initial lease term will be $159,104. This amount is comprised of $41,734 for Real Estate Property Insurance, $41,200 in annual base rent ($2.70 per square foot), $32,500 for reimbursement to the Landlord for estimated maintenance and repair work, $30,562 for electricity, $11,460 for water and sewer, and a $1,648 lease management fee. The total projected fiscal impact for the initial five-year lease term, plus the additional two-year renewal option term is estimated to be $1,193,320. The funding source is the General Fund.

Track Record/Monitoring

The County has no record of negative performance issues with the Landlord. Dirk Duval, of the Real Estate Development Division in Internal Services Department, is the Lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease and exercise the renewal and cancellation provisions.

Background

CAHSD has been operating from this facility since 1991. The program provides transitional living space for the victims of domestic violence and their families. Due to the nature of the program, the address of the facility cannot be disclosed. The current lease was approved by the Board on December 7, 2010 through Resolution R-1171-10 for a one year term with one, two-year renewal option. The lease contains a holdover provision that allows the County to occupy the space on a month-to-month basis until the proposed lease is approved.

Additional lease details are as follows:

COMPANY PRINCIPALS:	Teresa Zohn, President Marcela Vieco, Treasurer Melisa Tolmach, Secretary
LEASE TERM:	Five years, plus one additional two-year renewal option period.
EFFECTIVE DATES:	Commencing retroactively on January 1, 2014, and terminating five years thereafter.
RENTAL RATE:	The current annual rent is $41,200. The annual base rent for the first through the fifth year of the initial lease term shall be $41,200, which is equal to $2.70. The subsequent renewal option period shall be adjusted by three percent for the first through second year of the renewal option period.
LEASE CONDITIONS:	The Landlord is responsible for maintenance of the building, exterior common areas, air conditioning, roof and roof leaks and the structure, as well as repairs. However, due to the below-market base rent ($2.70 per square foot), the County will reimburse the Landlord for the cost of maintenance and repairs as additional rent. Based on prior history, the County's share of maintenance and repair work is estimated to be $32,500 in the first year. If maintenance and repairs exceed this amount in the first year, the Landlord and County will split that amount, but the County's obligation would not exceed three percent above $32,500, or $33,500. County reimbursements cannot increase by more than three percent from the prior year. The Landlord is also responsible for the payment of Real Estate Property Insurance, and will be reimbursed by the County as additional rent. Real Estate Property insurance is estimated to be $41,734 per year. The County is responsible for electricity, water, waste disposal, and janitorial and custodial services for the common areas. The total financial impact to the County including operating expenses and base rent is $157,456 for the first year of the Lease Agreement which is equal to $10.30 per square foot.
CANCELLATION PROVISION:	The County may cancel at any time by giving the Landlord 90 days' written notice prior to its effective date.
OTHER PROPERTIES EVALUATED:	13280 Port Said Road - $13 per square foot. Tenant is responsible to utilities, interior maintenance, janitorial and custodial services and security.

12016 NE 16 Avenue - $20 per square foot on an annual basis lease. Tenant is responsible for utilities, interior maintenance, janitorial and custodial services and waste disposal.

1600 NE 135 Street - $14 per square foot on an annual basis lease, interior maintenance, utilities, janitorial and custodial services, waste disposal Landlord would be responsible for the parking lot, common areas and the structure of the building.

Attachment

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 20, 2014

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

SUBJECT: Agenda Item No. 14(A)(2)

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. 14(A)(2)
5-20-14

RESOLUTION NO. R-473-14

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A RETROACTIVE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND JLM-INN TRANSITION NORTH, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $1,193,320.00 FOR THE INITIAL FIVE-YEAR TERM OF THE LEASE AND THE ADDITIONAL TWO-YEAR RENEWAL PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S 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 >>retroactive<<[1] Lease Agreement between Miami-Dade County and JLM-Inn Transition North, Inc., a Florida Not-for-Profit Corporation with a total fiscal impact to Miami-Dade County estimated to be $1,193,320.00 for the initial five-year term of the lease and the additional two-year renewal period, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor, or the County Mayor's designee, to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor, or the County Mayor's designee, to exercise any and all other rights conferred therein.

[1] Committee amendments are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted, words underlined and/or >>double arrowed<< constitute the amendment proposed.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of May, 2014. 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: Christopher Agrippa
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 JLM-INN TRANSITION NORTH, INC., a Florida Not-for-Profit Corporation, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called 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 the LANDLORD the Demised Premises described as follows:

> Two apartment buildings totaling approximately, 15,281 square feet of air conditioned and heated space located at 13030 and 13090 N.E. 6 Avenue, North Miami, Florida, including off-street parking, and legally described as Lot 40 Block 1 and Lot 1, Block 1, Griffing Biscayne Park Estates, according to Plat Book 5, Page 86 of the public records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, commencing on January 1, 2014 and terminating Five years thereafter, for and at an annual base rent of Forty-One Thousand Two Hundred Dollars and 00/100 ($41,200.00) for the first year payable in twelve (12) equal monthly installments of Three Thousand Four Hundred Thirty-Three Dollars and 33/100 ($3,433.33), payable in advance on the first day of every month to JLM-Inn Transition North, 713 Biltmore Way, Coral Gables, Florida 33134 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. TENANT shall also pay additional rent as set forth in Article IV "Maintenance", Article XXVI "Real Estate Insurance", and Article XXXI, Section 4, "Additional Rent" of the Lease Agreement. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year.

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 for the sole purpose of operating and maintaining transitional living space for the victims of domestic violence and their families, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

TENANT, during the term hereof, shall pay all charges for electricity, water, waste disposal, janitorial and custodial services used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace as necessary and maintain and keep in good repair, condition, and appearance during the term of this Lease Agreement or any extension or renewal thereof, the exterior of the building and the following:

a.) Plumbing and electrical lines to the premises;
b.) Air-conditioning and heating equipment, except TENANT shall be responsible for the preventative maintenance in accordance with industry standards;
c.) Sidewalk, parking lot and repair of all common areas;
d.) Roof and roof leaks;
e.) Windows, doors, frames and structure of the building;
f.) All appliances and coin operated laundry equipment;
g.) Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the Demised Premises during the term of this Lease Agreement and any extension thereof, the aforementioned maintenance services.

Upon failure of the LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement and after five (5) days' written notification to do so by TENANT, TENANT may

cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT, after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or reimbursement from LANDLORD for the actual costs thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner. TENANT, shall reimburse LANDLORD for the aforesaid repairs said cost is estimated to be $32,500 per year, payable as additional rent, payable in advance in twelve equal monthly installments of $2,708.33. Notwithstanding anything above to the contrary, any amount exceeding the estimated maintenance cost shall be equally distributed and paid by LANDLORD and TENANT, but in no event shall the TENANT's contribution exceed $33,500 for year one. The LANDLORD shall notify the TENANT of any adjustments to the yearly maintenance cost, in writing, prior to the respective anniversary date, if such adjustment occurs. In no event shall the adjustment be less than the maintenance cost for the preceding year or exceed an increase of three percent (3%) per annum.

TENANT, with the exemption of the above provisions, shall be responsible for the maintenance of the interior and exterior of the Demised Premises, which shall include, but not be limited to, interior painting, repair and replacement of light bulbs and lighting fixtures, repair and replacement of screening, and janitorial and custodial services as necessary.

ARTICLE V
ALTERATIONS BY TENANT

TENANT may not make any alterations, additions, or improvements to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Removable partitions installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation hereof.

ARTICLE VI
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises or any portion thereof should be destroyed or so damaged by fire, windstorm, or other casualty, either party may cancel this Lease Agreement for its convenience by the giving of written notice to the other at any time after the occurrence of the fire, windstorm, or other casualty. In the event of cancellation under this Article, neither party shall be responsible to the other party for any expense associated with the cancellation, and TENANT shall only be liable to LANDLORD for such rents as may be due as of the date of such fire, windstorm, or other casualty.

If neither party shall exercise the foregoing right of cancellation, LANDLORD shall cause the building and Demised Premises to be repaired and placed in good condition within one hundred twenty (120) days following the date of casualty, time being of the essence. If the Demised Premises sustained damages such that repairs cannot be completed within one hundred twenty (120) days, TENANT shall be entitled to cancel the Lease Agreement by the giving of written notice to LANDLORD at any time, notwithstanding the commencement of any repairs by LANDLORD. TENANT shall not be liable for rent during such period of time as the Demised Premises shall be untenantable by reason of fire, windstorm or other casualty.

In the event of partial destruction or damages to the Demised Premises which do not render the Demised Premises untenantable, the rents shall be proportionately abated in accordance with the extent to which TENANT is deprived of use, occupancy or full enjoyment of the premises, unless TENANT exercises its right of cancellation as set forth above.

ARTICLE VII
DISABLED INDIVIDUALS

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

LANDLORD further warrants that the Demised Premises and access thereto, including but not limited to restrooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs

contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the Demised Premises and access thereto shall at all times be maintained in accordance with those requirements at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within sixty (60) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said sixty (60) day period, then LANDLORD agrees to commence such repairs within said sixty (60) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that, throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the Demised Premises. LANDLORD agrees that TENANT may, at LANDLORD's expense, make such changes to the Demised Premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII
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 the negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX
SIGNS

Interior and/or exterior 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 the building because of or due to said signs shall be reasonably corrected or repaired by TENANT.

ARTICLE X
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, unless an emergency

exists, 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 or to exhibit said Demised Premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within sixty (60) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT 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 by the sole negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

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

ARTICLE XIII
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement or any extension thereof, said Demised Premises in as good condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

LANDLORD shall indemnify and hold harmless the TENANT and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TENANT or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement or by the negligence of the LANDLORD or its employees, agents, servants, partners, principals or subcontractors. LANDLORD shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or

nature in the name of the TENANT, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. LANDLORD expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by LANDLORD shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TENANT, or its officers, employees, agents, and instrumentalities as herein provided.

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT 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 TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV
ASSIGMENT BY LANDLORD

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Demised Premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests,

LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement or otherwise and LANDLORD's successor shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement.

ARTICLE XVI
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until LANDLORD shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with TENANT wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as TENANT complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If LANDLORD shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work LANDLORD shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms, conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Lease Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Lease Agreement, LANDLORD agrees to indemnify TENANT

for such costs.

ARTICLE XVII
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 XVIII
NOTICES

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

TENANT:

Miami-Dade County
Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Suite 4000, Miami, Florida 33147

COPY TO:

Miami-Dade County
Community Action and Human Services Dept.
Office of Administration, Financial Services Division.
701 N.W. 1st Avenue
10th Floor, Suite 10-109
Miami, Fl 33136

LANDLORD:

JLM – Inn Transition North, Inc.
C/O Junior League of Miami, Inc.
713 Biltmore Way
Coral Gables, Florida 33134

shall constitute sufficient notice to TENANT and written notice addressed to LANDLORD and mailed or delivered to the address as stated above, 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 XIX
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT, through its County Mayor or the County Mayor's designee, is hereby granted the option to extend this Lease Agreement for one (1)

additional two-year renewal option period upon the same terms and conditions, except that the rental rate shall be adjusted by three percent (3%), 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 XX
TERMINATION RIGHTS OF TENANT

TENANT, through its County Mayor or the County Mayor's designee and LANDLORD, shall each have the right to terminate this Lease Agreement or any portion thereof, at anytime and for any reason by giving the other party at least ninety (90) days' written notice prior to its effective date.

ARTICLE XXI
PARKING AND GROUNDS

TENANT shall have the right to use the entire ground areas and parking areas located on the property.

ARTICLE XXII
WAIVER OF LANDLORD'S LIEN

LANDLORD, for itself and its successors and assigns, does hereby waive all rights to levy and/or distraint and all lien rights accrued and accruing as to all personal property, machinery, fixtures, and equipment, affixed or otherwise, now or hereafter belonging to or in the possession of TENANT. Further, TENANT may at its discretion remove from time to time all or part of its personal property, machinery, trade fixtures, and equipment.

ARTICLE XXIII
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 XXIV
LANDLORD'S DEFAULT

It shall constitute a default of this Lease Agreement by LANDLORD if, except as otherwise provided in this Lease Agreement, LANDLORD fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by LANDLORD, where such failure shall continue for a period of thirty (30) days after written notice thereof from TENANT to LANDLORD; provided, however, that if the nature of LANDLORD's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then LANDLORD shall not be deemed to be in default if LANDLORD commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by LANDLORD, TENANT may at any time terminate this Lease Agreement within fifteen (15) days written notice to LANDLORD or bring an action for damages, or injunctive relief (it being recognized that in such event TENANT is irreparably harmed for which there is no adequate remedy at law). No remedy of TENANT provided for in the Lease Agreement shall be considered to exclude or suspend any other remedy provided for herein, but the same shall be cumulative and in addition to TENANT's remedies at law or in equity.

ARTICLE XXV
WAIVER

If, under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of

rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed 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 XXVI
REAL ESTATE INSURANCE

LANDLORD, shall be responsible for the payment of Real Estate Insurance for the Premises. TENANT, shall reimburse LANDLORD for the payment of Real Estate Insurance said cost is estimated to be $41, 734 per year, payable as additional rent, payable in advance in twelve equal monthly installments of $3,477.83. The LANDLORD shall notify the TENANT of any adjustments to the yearly Real Estate Insurance premiums, in writing, prior to the respective anniversary date, if such adjustment occurs.

ARTICLE XXVII
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). In the event of any such default by TENANT, LANDLORD may at any time terminate this Lease Agreement within fifteen (15) days written notice to TENANT or bring an action for damages, or injunctive relief (it being recognized that in such event LANDLORD is irreparably harmed for which there is no adequate remedy at law) 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 XXVIII
LANDLORD'S RIGHT TO REPAIR

LANDLORD shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Demised Premises upon twenty-four (24) hours prior written notice to TENANT, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election of TENANT, LANDLORD shall be accompanied by an employee of TENANT, except in the event of an emergency. LANDLORD shall use its best efforts to minimize any interference to TENANT's usage of the Demised Premises during the exercise of any rights granted to LANDLORD herein. In the event that, because of the act or negligence of LANDLORD, its employees, agents, or contractors, LANDLORD shall fail to provide, or cause to be provided, to substantially all of the Demised Premises, air conditioning, plumbing (unless LANDLORD shall provide other facilities in the building), any elevator service or electricity for more than two (2) continuous business days, the rent shall equitably abate based on any substantial portion of the Demised Premises affected until the situation is corrected. Notwithstanding anything contrary to the above, any act caused by force majeure is not included herein.

ARTICLE XXIX
ESTOPPEL CERTIFICATES

LANDLORD and TENANT agree, at any time and from time to time, upon not less than thirty (30) business days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

A. certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

B. stating the dates, if any, to which the rent and sums hereunder have been paid by TENANT;

C. stating whether or not to the knowledge of LANDLORD or TENANT, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same); and

D. stating the address to which notices to LANDLORD or TENANT, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by LANDLORD or TENANT or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein.

ARTICLE XXX
AMENDMENT

All amendments to this Lease Agreement must be in writing and signed by LANDLORD prior to submittal to the Board of County Commissioners.

ARTICLE XXXI
ADDITIONAL PROVISIONS

1. Insurance

LANDLORD acknowledges that TENANT has an on-going self-insurance program for Worker's Compensation, public liability and automobile liability covering employees and officials. In compliance with and subject to the limitations of Florida Statues, Section 768.28, the TENANT has made provisions to process any claim that may arise.

2. Governmental Requirements

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.

3. Assignment and Subletting by TENANT

Other than as specifically permitted pursuant to this section, without the LANDLORD's prior written consent, in each case, TENANT shall not assign, sublease, convey, transfer, pledge or otherwise dispose of, in part or in its entirety, this Lease Agreement or the term thereof. LANDLORD and TENANT agrees that TENANT's purpose for leasing the Demised Premises is to lease units within the Demised Premises to families who have been victims of domestic violence. These families shall be screened and approved by the TENANT before allowing them to

lease a unit ("Permitted Sublessee"). LANDLORD's representative(s) shall participate in such screening process. TENANT shall be entitled to enter into such subleases provided that **(a)** the Permitted Sublessee executes a written lease substantially in the form attached hereto, as Exhibit "A." **(b)** the permitted Sublessee agrees to abide by such rules and regulations established by the TENANT from time to time and **(c)** LANDLORD is provided with a copy of the TENANT's written lease with the Permitted Sublessee. Notwithstanding the foregoing, the TENANT shall in no event be released from any of its obligations or duties under this Lease Agreement.

4. Additional Rent

a. Rent Payments. One Hundred percent (100%) of all rental payments or other income received by TENANT from the Permitted Sub-lessees or as a result of any other permitted sublease or assignment or from any other source related to the Demised Premises (other than the proceeds of applicable Grants), which shall include revenue from coin operated laundry equipment, shall be paid to the LANDLORD as Additional Rent on or before the 15th day of the second month following the month in which such payments were received by TENANT

Sales Tax. Together with each Additional Rent payment, TENANT shall pay to LANDLORD a sum equal to any applicable sales tax, tax of rents and any charges now in existence or subsequently imposed upon the privilege of renting the Demised Premises.

b. Rent Roll. TENANT shall provide a written rent roll to LANDLORD no later than the 10th day of each month during the term of this Lease Agreement or any extension or renewal thereof.

c. No Offset. TENANT acknowledges that the Rent Payments shall be made by TENANT to the LANDLORD without any claim on the part of the TENANT for diminution, set-off or abatement, except as otherwise provided in the Lease

Agreement. Nothing shall suspend, abate or reduce any Rent, unless otherwise specifically provided for in this Lease Agreement.

5. Resident Manager

TENANT and LANDLORD have agreed that TENANT shall be responsible for the hiring, payment and supervision of a resident manager that will live in the Demised Premises on a full-time basis to monitor the residents of the Demised Premises and to assist in the fulfillment of all of the TENANT's obligations under this Lease Agreement.

6. Security

TENANT shall be responsible for the maintenance of all security on the Demised Premises including, but not limited to, security cameras, alarm system, fencing, locks and lighting of corridors, hallways, staircases, common areas and open spaces.

ARTICLE XXXII
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 XXXIII
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 XXXIV
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)

JLM-INN TRANSITION NORTH, INC.

WITNESS

By: _____
Theresa Zohn
President

WITNESS

(LANDLORD)

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
County Mayor

(TENANT)

Approved by the County Attorney as
to form and legal sufficiency.____