MEMORANDUM Agenda Item No. 11(A)(8)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 17, 2009

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

SUBJECT: Resolution approving and authoring the execution of a lease agreement with Miami-Dade College for the College's use of space at the Main Library to continue housing the Wolfson Media History Archive

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

RESO\2078

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 17, 2009

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

SUBJECT: Agenda Item No. 11(A)(8)

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 Mayor's written recommendation**

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

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(8)
3-17-09

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH MIAMI-DADE COLLEGE FOR THE COLLEGE'S USE OF SPACE AT THE MAIN LIBRARY TO CONTINUE HOUSING THE WOLFSON MEDIA HISTORY ARCHIVE AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE CANCELLATION PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE EXECUTION OF A TERMINATION AND RELEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE LYNN AND LOUIS WOLFSON II FLORIDA MOVING IMAGE ARCHIVES, INC. TERMINATING THE AGREEMENT BETWEEN THEM DATED OCTOBER 1, 1986

WHEREAS, by Resolution No. R-975-86, the County authorized the execution of an agreement (the "Wolfson Archive Agreement") between the County and the Louis Wolfson II Media History Center, Inc. ("Wolfson Archive") providing for, among other things, the County's housing of a collection of media materials ("Media Materials") owned by the Wolfson Archive at the Miami-Dade County Library, Main Branch ("Library") so that the Media Materials would be available to the public; and

WHEREAS, through name changes filed with the office of the Florida Secretary of State, the Wolfson Archive is now known as the Lynn and Louis Wolfson II Florida Moving Image Archives, Inc.; and

WHEREAS, effective February 16, 2009, the Wolfson Archive intends to donate the Media Materials to the Miami-Dade College, which is a State of Florida public educational institution; and

WHEREAS, the College intends to construct a new building ("New Facility") that will house, among other things, the Media Materials; and

WHEREAS, the College estimates that it will take approximately four (4) years to complete construction of the New Facility; and

WHEREAS, Section 125.38, Florida Statutes authorizes the Board of County Commissioners to convey or lease County owned property to any organizations organized for the purposes of promoting community interest and welfare; and

WHEREAS, the Board finds that the College, is State of Florida public educational institution organized for the purposes of promoting community interest and welfare; and

WHEREAS, the College has made application to lease the property more fully described in the attached Lease for display of the Media Materials; and

WHEREAS, this Board finds that it is in the best interest of the public and promotion of community interest that the Media Materials be available to the public in the Library while the College completes the New Facility, and that the space leased is not otherwise needed for a County purpose while the New Facility is completed,

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

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. Waives Administrative Order 8-4 as it relates to review by the Planning Advisory Board.

Section 3. Authorizes the Mayor or his designee to execute a Lease Agreement between Miami-Dade County and Miami-Dade College in the form attached hereto as Exhibit A and made part hereof which provides Miami-Dade College space to house the Media Materials for a term of four (4) years for $1.00 per year, and to exercise any cancellation and renewal provisions therein.

Section 4. Authorizes and approves the execution of the Termination and Release Agreement between Miami-Dade County and Louis Wolfson II Media History Center, Inc. in the form attached hereto as Exhibit B and made part hereof.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of March, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

5

Richard Seavey

(Exhibit A)

LEASE AGREEMENT

THIS AGREEMENT made on the day of March, 2009, by and between Miami-Dade County, a political subdivision of the State of Florida, herein referred to as the "County" or the "Landlord," and the Miami Dade College, a State of Florida public educational institution, hereinafter referred to as the "College" or the "Tenant." The County and the College are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, by Resolution No. R-975-86, the County authorized the execution of an agreement between the County and the Louis Wolfson II Media History Center, Inc. ("Wolfson Archive") providing for, among other things, the County's housing of a collection of media materials ("Media Materials") owned by the Wolfson Archive at the Miami-Dade County Library, Main Branch ("Library") so that the Media Materials would be available to the public;

WHEREAS, through name changes filed with the office of the Florida Secretary of State, the Wolfson Archive is now known as the Lynn and Louis Wolfson II Florida Moving Image Archives, Inc.;

WHEREAS, effective February 16, 2009, the Wolfson Archive intends to donate the Media Materials to the College;

WHEREAS, the College intends to construct a new building ("New Facility") that will house, among other things, the Media Materials;

WHEREAS, the College estimates that it will take approximately four (4) years to complete construction of the New Facility; and

WHEREAS, it is in the best interest of the public that the Media Materials be available to the public while the College completes the New Facility,

NOW THEREFORE, the County, for and in consideration of the restrictions and covenants herein contained, hereby leases to the College and the College hereby agrees to lease from the County the "Demised Premises" described as follows:

Approximately 2,590 square feet of space on the basement level of the Miami-Dade County Library, Main Branch, located at 101 West Flagler Street, Miami, Florida.

TO HAVE AND TO HOLD unto said College for a term of four (4) years, commencing upon approval of the Board of County Commissioners of this Lease Agreement and the expiration of the required Mayoral Veto period without exercise of a veto, and terminating four (4) years thereafter, unless earlier terminated pursuant to the terms herein, for and at a total rental of One Dollar and 00/100 ($1.00) per 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 College solely to display and store the Media Materials, subject to the following provisions:

a. College shall be responsible for providing the following:
   i. All personnel necessary to operate the display of the Media Materials; and
   ii. Any needed maintenance, cleaning, restoring, or repairing of the Media Materials.

b. The County shall be responsible for providing the following:
   i. Electricity, HVAC and other utility services.

c. College shall provide the following services to Library patrons:
   i. Free access to the Media Materials to the extent consistent with Library procedures and operating hours and to the extent currently provided by the Wolfson Archive;
   ii. Assistance in locating and accessing Media Materials to the extent such assistance is currently provided by the Wolfson Archive.

7

ARTICLE II
CONDITION OF DEMISED PREMISES

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

ARTICLE III
UTILITIES

The County, during the term hereof, shall pay all charges for water and electricity used by the College at the Library.

ARTICLE IV
MAINTENANCE

The College agrees to maintain and keep in sanitized and good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior space of the Demised Premises. The College shall be responsible for and shall repair any damage caused to the Demised Premises as a result of the College's agents, employees, or invitee's use of the Demised Premises, ordinary wear and tear excepted. The County shall notify the College after discovering any damage for which the College is responsible for repairing and the College shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF DEMISED PREMISES

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of the College, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Demised Premises or the Library are partially damaged due to the College's negligence, the same shall with due diligence be repaired by the College from proceeds of any insurance coverage and/or at its own cost and expense. If the damage is extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the College from the proceeds of any insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to the College's negligence, the College shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was

given to the College. In lieu of reconstructing, the College shall reimburse the County all expenses incurred by the County in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of the County.

If either the Demised Premises or the Library are partially damaged due to the County's negligence, the same shall with due diligence be repaired by the County from proceeds of any insurance coverage and/or at its own cost and expense. If the damage is extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the County from the proceeds of any insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to the County's negligence, the County shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to the College. In lieu of reconstructing, the County shall reimburse the College all expenses incurred by the College in restoring the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of the County.

ARTICLE VI
ASSIGNMENT

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

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All tangible and intangible personal property of the Wolfson Archive, the College, or any of their agents, employees, or invitees currently located at, or placed or moved into, the Demised Premises, including, but not limited to, the Media Materials, shall be at the sole risk of the College or the owner thereof, and not the County. The County shall not be liable to the Wolfson Archive or the College for any damage to said personal property, regardless of cause, and even if caused by the recklessness, gross negligence, or negligence of the County, or the County's agents or employees.

ARTICLE VIII
SIGNS

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

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

The County or any of its employees or agents shall have the right to enter the Demised Premises during the College's established operating hours, upon the giving of reasonable notice (not to exceed 24 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. This right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions that do not conform to this Lease Agreement. In the event of an emergency threatening life or damage to property, however, the County may enter the Demised Premises immediately and without notice to take immediate action including, but not limited to, performing repairs to the Demised Premises or the Library. If such emergency repairs are the College's responsibility, the College shall reimburse the County for the actual costs of such repairs.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, subject to the Main Library Basement Security Policy (attached hereto as Exhibit A) as currently constituted or later amended, and subject to the Library's Rules of Conduct and Eviction Procedure (Miami-Dade County Code § 21-29.3) as currently enacted or later amended, the County agrees that the College shall and may peaceably have, hold, and enjoy the Demised Premises during the Library's normal published operating hours.

ARTICLE XI
SURRENDER OF PREMISES

At the end of the term of this Lease Agreement or any extension thereof, the College shall surrender to the County the 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. The College shall remove all of its property including, but not limited to the Media Materials, at the College's sole cost and expense prior to the expiration date of this Lease Agreement, or prior to the effective date of any cancellation of this Lease Agreement, whichever is applicable.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

To the extent and within the limits of §768.28, Florida Statutes, the College shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease Agreement by the College or its employees, agents, servants, partners, principals or subcontractors. The College shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The College expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by College shall in no way limit the responsibility to indemnify, except as provided in §768.28, Florida Statutes, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The County shall indemnify and hold harmless the College and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the College 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 the Miami-Dade County Library, Main Branch, located at 101 West Flagler Street, Miami,

Florida, but are not related to the College's or its employees, agents, servants, partners, principals or subcontractors performance of the Lease Agreement.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

The County 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 negligence of the County, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

Any and all liability attributed to the College, its officers, employees, agents, invitees, or instrumentalities for any damage or injury sustained by any party or person on the Demised Premises other than the damage or injury caused by the negligence of the County, its officers, employees, agents, invitees, or instrumentalities, is subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
CANCELLATION

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

A. Automatic Termination:

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

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

3) Assignment by College for the benefit of creditors.

4) The expiration of a sixty (60) day period following the issuance of a certificate of occupancy for the New Facility.

B. Notwithstanding the foregoing or anything else in this Lease Agreement, the County, through its Mayor or his designee, shall have the right to cancel this Lease Agreement or any portion thereof at any time without cause by giving the College One Hundred- Twenty (120) days written notice prior to the effective date of the cancellation.

CANCELLATION BY COLLEGE: The College shall have the right to cancel this Lease Agreement at any time by giving the County at least thirty (30) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, the College is hereby granted the option to extend this Lease Agreement for two (2) additional one (1) year renewal option periods upon the same terms and conditions by giving the County notice in writing at four months (4) months prior to the expiration of this Lease Agreement or any extension thereof. Should the College neglect to exercise any extension option by the date specified above, the College shall have the right to exercise the option upon the written consent of the County Mayor or his designee.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to the County shall be sent by certified mail to (1) the Director, General Services Administration, 111 N.W. 1st Street, Suite 2460, Miami, Florida 33128, and (2) the Director, Miami-Dade County Library, 101 West Flagler Street, Miami, Florida 33130; and that written notice to the College shall be sent by certified mail to the Wolfson Campus President, Miami Dade College, 300 N.E. 2nd Avenue, Room 1310, Miami, Florida 33132. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XVIII
INSURANCE

Upon execution of this Lease Agreement, the College shall furnish to the County certificate(s) of insurance that indicate(s) that insurance coverage has been obtained, which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the College as required by Florida Statute 440.

B. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Lease Agreement in an amount not less than $500,000 combined single limit for bodily injury and property damage.

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

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

Or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

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

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

ARTICLE XIX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

The College covenants and agrees that during the term of this Lease Agreement, the College will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, including all applicable zoning regulations. Any and all charges, taxes, or assessments levied against the Demised Premises shall be paid by the College.

ARTICLE XX
FORCE MAJEURE

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

ARTICLE XXI
WAIVER

If, under the provisions hereof, the County or the College 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 the County's or the College's rights hereunder, unless expressly stated in such settlement agreement. No waiver by the County or the College of any provision hereof shall be

deemed to have been made unless expressed in writing and signed by both the Parties. No waiver by the County or the College 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 the College or receipt by the County of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to the County be deemed an accord and satisfaction and the County may accept such check or payment without prejudice to or waiver of the County'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 the County and no acceptance by the County of possession from the College shall be considered an acceptance of a surrender of this Lease Agreement.

ARTICLE XXII
DEFAULT OF COLLEGE

If the College violates or fail to perform any of the other conditions, covenants, or agreements herein made by the College, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to the College by the County, the County 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 the County under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to the County under applicable law.

ARTICLE XXIII
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

The College shall not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to the College. Provided, however, that the College shall have the right to contest the validity of any such liens. The College shall immediately pay any

judgment or decree rendered against the College, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the County.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from the County or its agencies.

The College agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

ARTICLE XXIV
HOLDOVER

If the College, with the consent of the County Mayor or his designee, remains in possession of the Demised Premises after expiration of the term, and if the County and the College have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month. In the event of such holding over, all of the terms of the Lease Agreement shall remain in force and effect on said month to month basis.

ARTICLE XXV
GOVERNING LAW

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE XXVI
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

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

(CORPORATE SEAL)

MIAMI DADE COLLEGE

_____
WITNESS

By: _____
Rolando Montoya
Wolfson Campus President

_____
WITNESS

Reviewed for Legal Sufficiency

_____
Francine T. Steelman, MDC Legal Counsel

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By:_____
DEPUTY CLERK

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

By: _____
Carlos Alvarez
Mayor

Reviewed for Legal Sufficiency

_____
Richard C. Seavey

STATE OF FLORIDA
County OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the _____ of _____, and acknowledged to and before me that he executed such instrument as such _____ of said _____, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this ___ day of _____, _____.

Signature: _____
Title: Notary Public

Name: [Print or type]_____
Serial No., if any:_____
My commission expires:_____

EXHIBIT "A"

SECTION "AA"

MAIN LIBRARY BASEMENT SECURITY

BASEMENT SECURITY

1. Policy

The following procedures are put in place for the basement of the Main Library. The Library functions that are conducted in the basement include shipping and receivables, warehouse operations, support service operations, maintenance operations, the book sale operations, and acquisition operations. It is the intention of this basement security procedure to provide an orderly, efficient and secure area in which to conduct the functions mentioned above.

2. Procedure

Overview:

These procedures have been developed to maintain an orderly way of handling the transit of persons through the basement area. Except for shipments and/or mail deliveries to be left with the Business Office representative at the basement, non-library employees or outside persons or unrecognized persons entering the basement area will be asked to identify themselves by showing an Identification document (ID), and allow library Business or Security staff to complete the log book check-in/out and escort procedure.

A. Non-Library employees and outside persons:

Non-Library employees are not allowed inside the basement unescorted. Except when delivering shipments and mail, non-Library employees or outside persons are required to check in with the Library Business or Security staff, and present proper identification for proper documentation in the Visitor Log. Individuals must be escorted by their Library contact person to the inside of the facility and again they must be escorted when leaving the premises after checking out with Library staff, who will note on the log the time out. Cultural Plaza Management are allowed access to the basement, but are required to wear identification.

B. Library employees:

Library employees are not allowed to enter or exit the Main Library through the basement unless prior written authorization has been received. Written authorization must be obtained from the Assistant Directors, and then added to the Authorization List. Authorized employees are to enter and exit via card access controlled doors only and not the delivery gate. Library employees from the branches whom are visiting or temporarily working at Main Library must wear their Miami-Dade County Employee Identification Card when in the basement. Pages and Wolfson staff are required to wear identification while in the basement.

C. Shipments and mail delivered at the basement:

Individuals delivering shipments and mail at the basement are not allowed inside the facility. Any deliveries will be handled by the Business Office Clerk at the Receiving and Shipping Point of Service. There is no need for identification or Visitor logging.

D. Shipments, documents and services to be delivered to areas other than basement warehouse:
Individuals delivering shipments and mail to areas other than basement need to be escorted by a Library employee representing the Library department receiving the goods. The Business Office Clerk will contact the corresponding Library department to come down to escort the individuals in and out of the facility. The corresponding Library department employee shall take action in a timely manner, to meet and escort the individual(s) into the facility and out of the facility after checking with the Business Office Clerk, who will note the time in and time out on the log for records.

E. Vendors and Volunteers:
Vendors and volunteers are not allowed to enter or exit through the basement. They should either check in at the lobby security desk or at third floor Administrative Offices reception desk where they will receive a Visitor badge. Staff must email or write the Security Desk or the Administrative Offices Reception Desk to notify the arrival of their expected visitor.

F. Contract Workers:
Contract workers must be pre approved for basement entry and exit and submit to Visitor badging.

G. Library employees cooperation is necessary:
In order to assure an orderly, efficient and secure basement, the cooperation of Library personnel is required.

040407

EXHIBIT B

TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT, dated as of this 3rd, day of March 2009 (this "Agreement"), by and among Lynn and Louis Wolfson II Florida Moving Image Archives, Inc. ("Wolfson Archive"), a Florida non-profit corporation, and Miami-Dade County, a political subdivision of the State of Florida ("County") (collectively, the County and together with the Wolfson Archive, the "Parties" and each a "Party").

WHEREAS, by Resolution No. R-975-86, the County authorized the execution of an agreement (the "Wolfson Archive Agreement") between the County and the Louis Wolfson II Media History Center, Inc. providing for, among other things, the County's housing of a collection of media materials ("Media Materials") owned by the Wolfson Archive at the Miami-Dade County Library, Main Branch ("Library") so that the Media Materials would be available to the public;

WHEREAS, through name changes filed with the office of the Florida Secretary of State, the Wolfson Archive is now known as the Lynn and Louis Wolfson II Florida Moving Image Archives, Inc.;

WHEREAS, effective February 16, 2009, the Wolfson Archive intends to donate the Media Materials to the College;

WHEREAS, the College intends to construct a new building ("New Facility") that will house, among other things, the Media Materials;

WHEREAS, the College estimates that it will take approximately four (4) years to complete construction of the New Facility;

WHEREAS, it is in the best interest of the public that the Media Materials be available to the public while the College completes the New Facility; and

WHEREAS, the College and the County will enter into a lease agreement (the "College Lease") allowing the Media Materials to remain at the Library during the construction of the New Facility.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agree as follows:

1. Termination of Wolfson Archive Agreement. Each of the Parties, the County and the Wolfson Archive, hereby agrees that the "Effective Date" of this Agreement shall be contemporaneous with, and the same as, the effective date and time that the Board of Commissioners of Miami-Dade shall have duly authorized and approved the execution and delivery of the College Lease in accordance with all applicable laws and the required Mayoral veto period has expired without exercise of a veto by the Mayor.. Upon the Effective Date, the Parties agree that the Wolfson Archive Agreement shall be terminated and, except as expressly set forth or reserved in this Agreement, the County and the Wolfson Archive shall have no further obligations under the Wolfson Archive Agreement, and the Wolfson Archive Agreement shall be of no further effect.

2. Mutual Release. As of the date hereof but effective upon the Effective Date each Party for and on behalf of itself and each of its affiliates, officers, directors, managers, representatives, agents, successors and assigns (collectively, a "Party's Releasors"), hereby absolutely and forever remises, releases, acquits, satisfies, and discharges each of the other Party and its parents, subsidiaries, affiliates, shareholders, members, officers, directors, employees, agents, attorneys, predecessors, successors, assigns and representatives (collectively, a "Party's Releasees") of and from any and all rights, rights to indemnification, causes of action, suits,

liens, debts, dues, sums of money, accounts, attorneys' fees, costs, expenses, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, demands and liability of every kind and nature whatsoever, now known or unknown, suspected or unsuspected, in law or equity, whether past, present or future, actual or contingent, which any of the Party's Releasors owns or holds, or at any time heretofore has ever had, owned or held, or may hereafter have, own or hold, based upon, related to or arising out of, whether directly or indirectly, the Wolfson Archive Agreement or any other agreement or document related thereto or executed in connection therewith.

3. No Assignment or Transfer. Each Party hereby warrants to the other Party that it has not assigned or transferred, or purported to assign or transfer, to any person, firm, partnership, corporation or entity whatsoever, any rights, rights to indemnification, causes of action, suits, debts, dues, sums of money, accounts, attorneys' fees, costs, expenses, reckonings, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, demands or liability released pursuant to this Agreement. Each Party hereby agrees to indemnify, defend and hold harmless the other Party's Releasees from and against any such claims, damages or liabilities in any way arising from, connected with or related to any such assignment or transfer or purported assignment or transfer.

4. No Admission. In entering into this Agreement or otherwise acting hereunder, none of the Parties admits any claims made by any other Party, and each Party disputes each and every one of such claims.

5. Representations and Warranties. As an inducement to each of the other Parties to enter into this Agreement, each Party hereby represents and warrants, as of the date hereof and as

of the Effective Date, to each other Party that: (a) it is validly existing under the laws of the jurisdiction in which it was duly organized; (b) it has all requisite legal and corporate power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement; (c) its execution and delivery of this Agreement have been duly authorized by all necessary action on its part and that the officer, representative or other agent executing and delivering this Agreement on its behalf has the power and authority to do so and to bind it to the terms and conditions of this Agreement; (d) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof; and (e) each Party acknowledges that it will derive a substantial direct and/or indirect benefit from the transactions contemplated by this Agreement, and that such direct and/or indirect benefit constitutes adequate consideration for the releases that such Party has granted pursuant to this Agreement.

6. Further Assurances. Each of the Parties shall execute and deliver all such further documents and instruments and do all acts and things as may be required to carry out the full intent and purpose of this Agreement.

7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of the Parties with respect to such subject matter. This Agreement shall not be amended, supplemented, rescinded or otherwise modified, nor may any provision hereof be waived or terminated, except by a written instrument signed by all of the Parties.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any conflicts of laws

principles. The exclusive venue for any legal action pursuant to this Agreement shall be in Miami-Dade County, Florida. The exclusive venue for any legal action pursuant to this Agreement shall be in Miami-Dade County, Florida.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart.

10. Invalidity. If any provision in this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement, held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11. Waivers and Remedies. The waiver by any of the Parties of any other Party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation, and the failure of any of the Parties to exercise any right or remedy that it may possess hereunder shall not operate nor be construed as a bar to the exercise of such right or remedy by such Party upon the occurrence of any subsequent breach or violation.

IN WITNESS WHEREOF, the County and the Wolfson Archive have caused this Termination and Release Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

LYNN AND LOUIS WOLFSON II
FLORIDA MOVING IMAGE ARCHIVES, INC.

Rosario Palacios
WITNESS

By: Lynn Wolfson
Name: LYNN WOLFSON
Title: PRESIDENT

Elma Baggio
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

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

By: _____
Carlos Alvarez
Mayor

STATE OF FLORIDA
County OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared LYNN WOLFSON, to me well known and known to me to be the individual described in and who executed the foregoing instrument as the PRESIDENT of LYNN AND LOUIS WOLFSON II FLORIDA MOVING IMAGE ARCHIVES, INC, and acknowledged to and before me that she executed such instrument as such PRESIDENT of said ORGANIZATION, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 3rd day of MARCH 2009.

Signature: _____
Title: Notary Public

Name: [Print or type] _____
Serial No., if any: _____
My commission expires: _____

HENRY H. RAATTAMA, JR.
MY COMMISSION # DD 422230
EXPIRES: April 25, 2009
Bonded Thru Notary Public Underwriters