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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(H)(1)

Date: June 4, 2013

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Amendment of a Lease Agreement with the School Board of Miami-Dade County at Norman and Jean Reach Park

Resolution No. R-426-13

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the first amendment to the lease agreement with the School Board of Miami-Dade County (School Board) for Norman and Jean Reach Park.

Scope

Norman and Jean Reach Park is located at 7901 NW 176 Street, in Commission District 13, Commissioner Esteban L. Bovo, Jr. The agreement includes land owned by the School Board and leased to the County at Palm Springs North Elementary School, adjacent to the park.

Fiscal Impact/Funding Source

The walkway improvement project has a capital cost of $180,000, and is funded with $100,000 of Capital Outlay Reserve funding (index code CPE313935138), $10,000 of Quality Neighborhood Improvement Program funding (CPE366936238) and $70,000 of Commission District 13 Office funding. The incremental increase in the cost of park maintenance is $1,600 per year from index code PRENJR428116.

Track Record/Monitor

Randy Koper, Property Management Section Supervisor of the Parks, Recreation and Open Spaces Department (PROS) will ensure completion of the lease amendment document, its recording, and delivery to the Clerk of the Board.

Background

The Parks, Recreation and Open Spaces Department (PROS) is preparing design and construction documents for an extension of the walking path at Norman and Jean Reach Park on land owned by both the County and the School Board to complete a continuous loop through the combined site. The July 1985 agreement approved under Resolution R-975-85 is listed as attachment A. The amendment for the extension of the walking path is listed as Attachment B.

Attachments

Lisa M. Martinez
Senior Advisor, Office of the Mayor

MEMORANDUM

(Revised)

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

DATE: June 4, 2013

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

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
6-4-13

RESOLUTION NO. R-426-13

RESOLUTION APPROVING AN AMENDMENT TO LEASE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR PROPERTY TO BE USED BY THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT FOR EDUCATIONAL AND RECREATIONAL PURPOSES FOR SCHOOL BOARD LAND LOCATED ADJACENT TO NORMAN AND JEAN REACH PARK AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT

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

WHEREAS, Miami-Dade County (County) and the School Board of Miami-Dade County (School Board) in 1985, entered into a Lease Agreement for the use of land owned by the School Board located adjacent to Norman and Jean Reach Park, which was approved by Miami-Dade Resolution No. R-975-85 on July 16, 1985; and

WHEREAS, the County, is extending the walking path from Norman and Jean Reach Park through land owned by the School Board; and

WHEREAS, the County and School Board are desirous of amending certain terms and conditions of the Lease Agreement as more specifically set forth in the Amendment to Lease Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the First Amendment to the Lease Agreement between the School Board of Miami-Dade County and Miami-Dade County in substantially the form attached hereto

and made a part thereof, for the premises to be used for educational and recreational purposes, and authorizes the County Mayor to take appropriate actions to accomplish same; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of June, 2013. 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 a
to form and legal sufficiency. MAG

Miguel A. Gonzalez

Attachment A

Agenda Item No. 5(e)(19)
7-16-85

RESOLUTION NO. R-975-85

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AT THE PALM SPRINGS NORTH SCHOOL SITE LOCATED AT N.W. 176 STREET AND N.W. 80 AVENUE, MIAMI, WITH THE SCHOOL BOARD OF DADE COUNTY FOR PREMISES TO BE USED BY DADE COUNTY PARK AND RECREATION DEPARTMENT FOR EDUCATIONAL AND RECREATIONAL PURPOSES; 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,

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 The School Board of Dade County for premises known as Reach Park to be used by Dade County Park and Recreation Department for educational and recreational purposes, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Dade County, and to exercise the 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 Jorge E. Valdes, and upon being put to a vote, the vote was as follows:

Barbara M. Carey	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Absent
James F. Redford, Jr.	Aye
Harvey Ruvin	Absent
Barry D. Schreiber	Aye
Jorge E. Valdes	Aye
Sherman S. Winn	Aye
Stephen P. Clark	Absent

The Mayor thereupon declared the resolution duly passed and adopted this 16th day of July, 1985.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: RAYMOND REED
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

TO Honorable Mayor and Members
Board of County Commissioners

DATE July 16, 1985

SUBJECT Lease Agreement with School Board of Dade County for Premises Known as Reach Park to be used by Park and Recreation Department Property #2010-00-00

FROM M.R. Stierheim
County Manager

RECOMMENDATION:

The following Lease has been reviewed by General Services Administration and is recommended for approval:

USING AGENCY:	Dade County Park and Recreation Department.
USE:	Educational and recreational purposes.
PROPERTY:	Approximately 12.18 + acres on the Palm Springs North School site located at N.W. 176 Street and 80 Avenue, Miami, and known as Reach Park.
OWNER:	SCHOOL BOARD OF DADE COUNTY.
TERMS:	Thirty (30) years/without rent for the use and occupancy of premises. Lessee to maintain premises, all facilities and equipment placed thereon in good repair, safe and clean condition. Lessee will pay all utility charges arising out of its use of the demised premises including charges for trash and garbage pick-up. All agreements governing maintenance of the premises shall be set forth in the Joint Use Operating Agreement as Exhibit "B" attached to and made part of the Lease.
EFFECTIVE DATES:	Upon approval by the Board of County Commissioners and ending thirty (30) years hence.
RENEWAL OPTION:	Successive five (5) year renewal periods with ninety (90) days notice in writing to the Lessor.
CANCELLATION PROVISION:	Either party, the Lessee through its County Manager or his designee, may cancel by giving sixty (60) days written notice to the other.
FORMER LEASE:	None.

7-16

Palm Springs North

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 16 day of July, 1985 by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, hereinafter referred to as the "LESSOR", and DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, in accordance with the provisions of the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated May 17, 1961, by and between the parties hereto, which was approved by County Commission Resolution No. 6529, adopted May 2, 1961, and School Board Action #25,038, December 7, 1960, and the AMENDMENT TO THE AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated February 13, 1979, by and between the parties hereto, which was approved by County Commission Resolution No. R-169-79, adopted February 13, 1979 and School Action #58,250, adopted August 23, 1978, Dade County has requested the School Board to make available 12.18 acres of School lands in Section 10, Township 52, South, Range 40, East, Dade County, Florida, known as Palm Springs North School Site, more particularly described in Exhibit "A", attached hereto and made a part hereof, for recreational facilities: and

WHEREAS, the School Board has authorized the lease of said lands in accordance with Board Item No. _____ at their meeting on _____, and

WHEREAS, the Board of County Commissioners by the adoption of Resolution No. R-975-85, at their meeting on July 16, 1985 approved this Lease Agreement.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

TERM

The LESSOR hereby leases and lets unto the LESSEE and the LESSEE hereby leases from the LESSOR the land described in Exhibit "A".

TO HAVE AND TO HOLD unto the said LESSEE for a term of 30 years from the date of this agreement, without rent for the use and occupancy of said demised premises, subject, however, to the conditions, covenants and agreements contained herein.

ARTICLE II

USE

The specific area of use by the LESSEE shall be limited to the area identified in Exhibit "A".

That the said lands shall be utilized only as an educational and recreation area and purposes incidental thereto, and for no other purposes.

The LESSOR reserves the right to construct facilities on the demised land at such time as it shall be in the best interest of the community. Such facilities will be supervised and maintained by the LESSOR.

The LESSEE shall permit the public to use the demised premises at reasonable times for recreational and educational purposes and for no other purpose, when such use will not interfere with the LESSEE'S use of the same, in accordance with School Board policy. All uses must comply with Chapter 26 of the Code of Metropolitan Dade County, Florida.

Should a community organization or group desire to use the property, such use shall be for no other purpose than those mentioned above and such organization or group shall first secure the approval of the LESSOR and the Director, Park and Recreation Department, always provided that the requested use shall be in accordance with such requirements as may be imposed by the said School Board of Dade County, Florida, and the said Director, Park and Recreation Department

The use of the area for carnivals, fairs, exhibits, mechanical rides, midways, etc. is specifically prohibited.

ARTICLE III
JOINT USE AGREEMENT

It is understood and agreed by the parties hereto that the May 17, 1961, AGREEMENT FOR JOINT RECREATION PROGRAM AND USE OF FACILITIES, noted above, and all Amendments and Supplemental Agreements thereto which have been or will be entered into between the parties hereto for the joint use of the demised lands, are made a part of this lease by reference.

It is further agreed that if there is any inconsistency or conflict between the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES and any of the terms of this lease, the lease provisions will prevail.

The LESSEE will give the LESSOR first option for the use of recreational facilities on a space available basis for school programs.

It is further understood and agreed that the LESSEE may co-sponsor recreational activities with non-profit groups provided such activities comply with Article II of this Agreement.

ARTICLE IV
IMPROVEMENTS BY LESSEE

The LESSEE may make improvements and construct facilities upon the demised lands to utilize said lands for educational and recreational purposes. Such improvements are to bear the sole cost and expense of the LESSEE: and, the master plan for such improvements must first be submitted for review and approval of the Park/School Task Force and then approved by the School Board prior to construction. Upon the termination, cancellation or expiration of this Lease, all permanent improvements shall become the property of the LESSOR without any compensation due the LESSEE.

ARTICLE V
MAINTENANCE

The LESSEE shall keep and maintain the demised premises and all facilities and equipment it has placed thereon in a state of good repair, safe and clean condition at all times. The LESSEE shall dispose of all garbage and waste in accordance with such rules and regulations as shall be promulgated by the LESSOR.

All agreements governing maintenance of the demised premises and all facilities and equipment located thereon, shall be set forth in the JOINT USE OPERATING AGREEMENT as drafted and/or modified by LESSOR and LESSEE as Exhibit "B" attached hereto and made a part hereof.

The LESSEE may promulgate and enforce reasonable rules and regulations governing the use of said recreational facilities by the public and establish reasonable hours for public use thereof during school hours.

The LESSEE shall neither commit nor permit any violations of the laws, rules and regulations of the SCHOOL BOARD, COUNTY, STATE or FEDERAL GOVERNMENT upon the demised premises.

ARTICLE VI
UTILITIES

The LESSEE will, at its own expense, pay all utility charges arising out of its use of the demised premises including charges for trash and garbage pick-up. The LESSOR shall pay all utility charges arising out of its use of the property as a School including charges for trash and garbage pick up.

All other agreements governing utilities, and respective payments thereof, shall be as set forth in the JOINT USE OPERATING AGREEMENT as drafted and/or modified by LESSOR and LESSEE. See Exhibit "B" attached hereto and made a part hereof.

ARTICLE VII
INDEMNIFICATION

The LESSEE does hereby agree to indemnify and save the LESSOR HARMLESS, to the extent of the limitations included within Florida Statutes, Section 768.28, from any and all claims, liability, losses and causes of actions which may arise solely as a result of the LESSEE'S negligence; however, nothing in this section shall indemnify the LESSOR for any liability or claim arising out of the negligence, performance or failure of performance required of the LESSOR or as a result of the negligence of any third party.

ARTICLE VIII
ASSIGNMENT

The LESSEE shall not assign, transfer, or otherwise dispose of this Lease for the term hereof, or underlet the demised premises or any part thereof or permit the said demised premises to be occupied by other persons, firms or corporations, or governmental

units without the written consent of the LESSOR first obtained in each case except as provided in Article II of this Agreement.

ARTICLE IX
ABANDONMENT, DEFAULT AND VIOLATION

This Lease shall automatically be cancelled and terminated without notice to LESSEE upon the occurrence of any of the following:

1) Abandonment of the demised property by the LESSEE for a continuous period of 90 days;
2) The use of the property by the LESSEE for other than park, or recreational or school playground purposes;
3) Assignment or subletting of the property without the prior written consent of the LESSOR.

If the LESSEE in any manner violates the covenants and conditions of this Agreement for other than the three above stated reasons and does not correct the violations within 30 days after receiving written notification of them from the LESSOR, then this Agreement shall terminate forthwith at the option of the LESSOR and upon ten (10) days written notice to LESSEE.

ARTICLE X
NO LIABILITY FOR PROPERTY

The LESSOR and LESSEE agree to insure or self insure their respective interest in real and personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage of such property by any cause whatsoever. The LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry, or on property placed or moved on the premises.

ARTICLE XI
LESSOR'S RIGHT OF ENTRY

The LESSOR, or any of its agents, shall have the right to enter said premises during all reasonable working hours to examine the same.

ARTICLE XII
NOTICES

All notices given under this Lease shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served by the LESSOR upon the LESSEE when addressed to the Director of Park and Recreation and mailed to 50 S.W. 32nd Road, Miami, Florida 33129. Notice shall be effectively served by the LESSEE when addressed to the Superintendent of Schools of Dade County, Florida, 1410 Northeast Second Avenue, Miami, Florida 33132.

ARTICLE XIII
SPECIAL ASSESSMENTS OR TAXING DISTRICT

Charges, if any, levied against the demised property by any Special Assessment or Taxing District shall be paid by the LESSEE during each year of its occupancy.

ARTICLE XIV
NONDISCRIMINATION

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601, dated March 24, 1964, and 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.

ARTICLE XV
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease, LESSOR agrees that LESSEE shall and may peaceably have, hold and enjoy the premises above described, without hindrance of molestation by LESSOR. At the expiration of this Lease, LESSEE shall, without demand, quietly and peaceably deliver up possession of the demised premises in as good condition as they are now, except for normal wear and tear, or decay and damage by the elements, or other Acts of God.

ARTICLE XVI
ADDITIONAL PROVISIONS

This Lease shall extend to and be binding upon the successors and assigns of the parties hereto.

Signs will be of the design and form of letter to be first approved by the LESSOR, the cost of painting to be paid by the LESSEE. All signs shall be removed by LESSEE at termination of this Lease and any damage or unsightly condition caused the demised premises because of or due to said signs shall be satisfactorily corrected or repaired by LESSEE.

ARTICLE XVII
OPTION TO RENEW

If the LESSEE has shown definite progress in the development of programs, and physical improvements by the expiration of this Lease, and if the LESSEE is not in default in performance of the covenants set forth in this Lease, it shall have the right, and option to renew this Lease under the same terms and conditions set forth herein, for an additional term of 5 years each from the expiration of the original term or any renewal hereof, provided the LESSEE gives the LESSOR written notice of its intention to exercise this option at lease ninety (90) days prior to the expiration of the original term or any renewal period.

ARTICLE XVIII

CANCELLATION

This Lease may be cancelled by either party without cause upon sixty (60) days notice in writing.

ARTICLE XIX

WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by LESSOR and LESSEE.

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

ATTEST:

THE SCHOOL BOARD OF DADE COUNTY FLORIDA

L Britton 5/6/85

Secretary

Chairman

Seal

ATTEST:

DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

A. Del Carpio

Deputy Clerk

County Manager

Seal

Approved by Board Attorney, School Board

5/2/85

EXHIBIT B

Joint Operating Agreement

for

Palm Springs North School Site

Agreements Reached:

1. Parks

   a. Maintenance of the designated lease area and all facilities and equipment placed thereon is the responsibility of parks.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2013, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "LESSOR"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement dated July 16, 1985 (the "Lease"); and

WHEREAS, LESSOR and LESSEE are desirous of amending certain terms and conditions of the Lease, as more specifically set forth below; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this First Amendment to Lease Agreement in accordance with Board Action No. 115,926, Agenda item F-2, at its meeting of September 5, 2012.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Article IV of the Lease is hereby deleted in its entirety, and a new Article IV is substituted to read as follows:

"IMPROVEMENTS BY LESSEE

The LESSEE may construct recreational improvements on the demised land, all at the LESSEE'S sole cost and expense, subject to the prior written approval of the LESSOR or its designee. The LESSEE agrees that no construction, major repairs, alterations or improvements on the demised land may be undertaken unless the plans are first submitted to and approved by the LESSOR, or designee, which the LESSOR may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the work. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the LESSOR'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the LESSOR. All work shall be performed in a

good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the LESSEE shall provide evidence of same to the LESSOR prior to commencement of any work. The LESSEE'S contractors must be pre-qualified by the LESSOR before commencing the work or any construction activities on the demised land. The LESSOR'S Building department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work. The work shall commence only after issuance of proper permits, in conformance with the requirements of the LESSOR'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the LESSEE upon completion of the work, and evidence of same, satisfactory to the LESSOR, shall be provided. All work shall be limited to those areas designated in the plans.

As a condition of this First Amendment, and in compliance with the provisions of this Article IV, LESSEE may construct additional improvements within the demised land, including an 8 foot wide walking path and associated recreational amenities, as depicted on Attachment 1.

Upon the termination, cancellation or expiration of this Lease, all improvements or facilities installed, operated and maintained by the LESSEE on the demised land pursuant to this Lease shall become the property of the LESSOR, without compensation due to the LESSEE.

The LESSEE shall retain responsibility for Maintenance, Utilities and for Damage or Destruction, under Articles V, VI, and XVI of this Lease."

3. Article XII of the Lease is hereby deleted in its entirety and a new Article XII is substituted to read as follows:

"A. NOTICES AND GENERAL CONDITIONS

All notices or other communication which shall or may be given pursuant to this Lease shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time.

To the LESSOR: The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools

1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With copies to: Miami-Dade County Public Schools
Planning, Design and Sustainability
Attn: Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
mlevine@dadeschools.net

The School Board of Miami-Dade County,
c/o School Board Attorney
1450 N.E. Second Avenue, room 400
Miami, Florida 33132
Fax: 305-995-1412
acraft@dadeschools.net

To the LESSEE: Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, FL 33128

Copies to: Miami-Dade County Parks, Recreation
and Open Spaces Department
Planning & Research Division
Attn: Chief of Planning & Research
275 NW 2nd Street, 4th Floor
Miami, FL 33128

B. For purposes of this Lease, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under this Lease, including, without limitation, renewing, canceling and/or terminating the Lease, establishing use schedules, modifying the areas and periods of use, modifying maintenance responsibilities, and reviewing and approving all matters relating to LESSEE'S construction of improvements on the demised lands."

4. Article XVI of the Lease (ADDITIONAL PROVISIONS), is hereby amended to add the following paragraph:

"Other than damage or destruction caused by the LESSOR, in the event the demised land should be destroyed or so damaged by fire, windstorm or other casualty to the extent the demised land is rendered untenantable or unfit for the purposes intended, the LESSEE may, at the LESSEE'S sole option, either cancel this Lease as provided for in Article XVIII, or repair or

replace the damaged/destroyed facilities, at the LESSEE'S expense. If the LESSEE opts to repair or replace the damaged/destroyed facilities, then the LESSEE shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the LESSOR may, at its sole option, place the LESSEE in default."

5. A new Article XX, is hereby added and reads as follows:

"COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS
The parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law."

6. A new Article XXI is hereby added and reads as follows:

"CONSTRUCTION OF AGREEMENT
This Lease shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida."

7. A new Article XXII is hereby added and reads as follows:

"SUBORDINATION
This Lease is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases and to all financing that may now or hereafter affect the leases or the School Board-owned property, and to all renewals, modifications, consolidations, replacements and extensions thereof."

8. A new Article XXIII is hereby added and reads as follows:

"LEGAL FEES AND COURT COSTS
In the event of any litigation between the parties under this Lease, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels."

9. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, LESSEE and the LESSOR have caused this First Amendment to Lease Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

LESSEE:
MIAMI-DADE COUNTY, FLORIDA

By:_____

Date: _____

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools

Date: 2/28/13

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

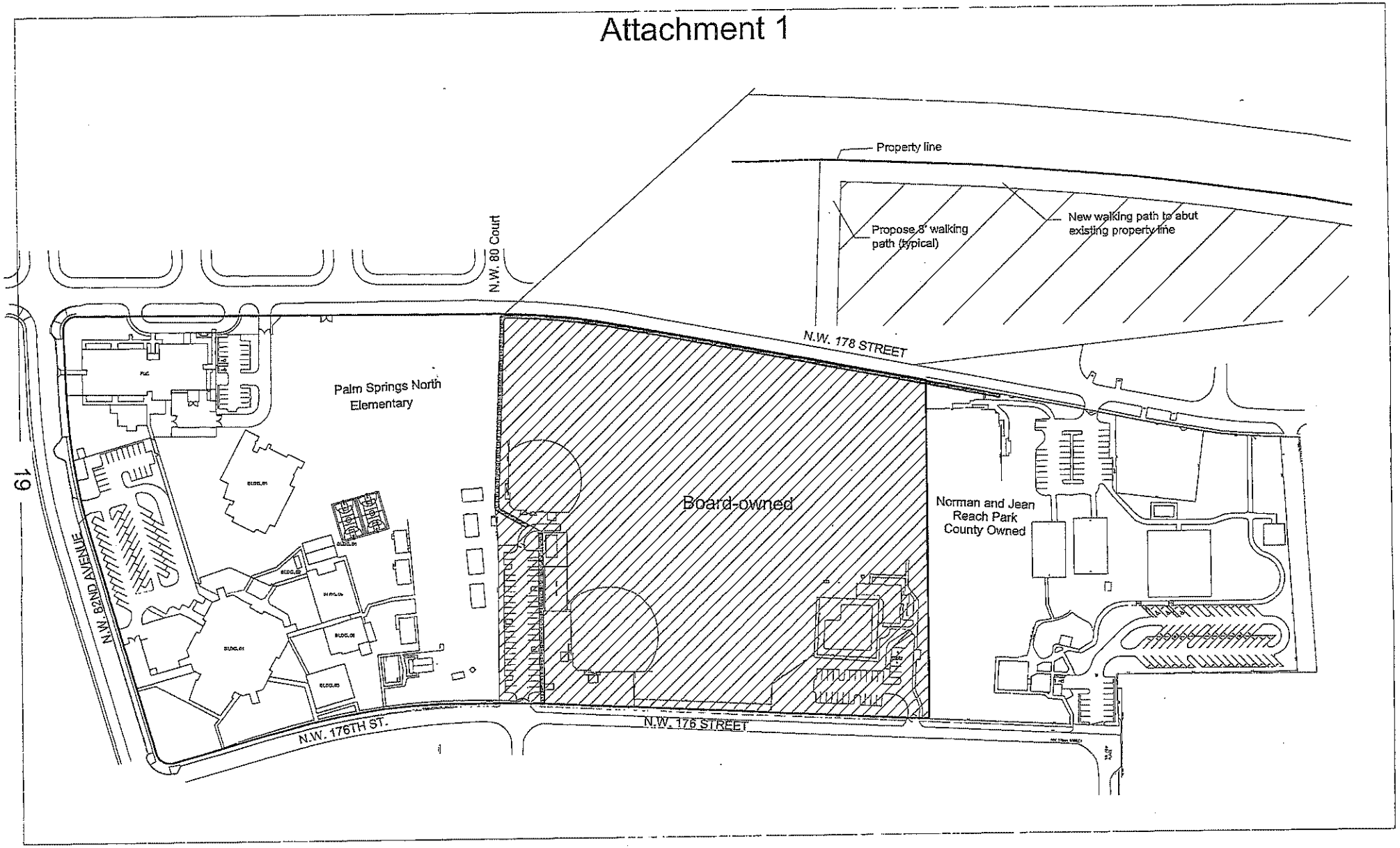
_____
Attorney for LESSEE

TO THE BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

2/27/13
_____
Attorney for LESSOR

Attachment B

Attachment 1



LEGEND

- Existing sidewalk in public right-of-way
- Proposed 8' walking path extension
- Portion of Board-owned land used by County under JUA for park purposes.

N

Not to scale