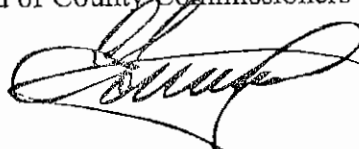


# Memorandum



**Date:** October 3, 2019

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing Execution of a Lease Agreement between Miami-Dade  
County and the City of Miami Springs for an Athletic Field and a Dog Park

Agenda Item No. 8(O)(1)

Resolution No. R-1069-19

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a lease agreement (hereinafter, the "New Lease Agreement"), pursuant to Section 125.38, Florida Statutes, between Miami-Dade County and the City of Miami Springs (hereafter, the "City"). The New Lease Agreement authorizes the City to continue leasing a 5.7-acre parcel of County-owned property adjacent to Miami Springs High School located at 751 Dove Avenue for use as an athletic field and dog park. The property, which is not being used by the County, is part of a larger parcel where the Miami-Dade Water and Sewer Department (WASD) wellfields are located.

This New Lease Agreement authorizes an initial lease term of 10 years and has two 10-year renewal options with the same terms and conditions. The City will be responsible for all operational, maintenance, and security aspects of the athletic field and dog park and any related improvements. The athletic field and dog park will be open to the public seven days a week from sunrise to sunset.

## Scope of Agenda Item

The property to be leased is located at 751 Dove Avenue (Folio Number 05-3013-002-0010), Miami Springs, Florida 33166. The property is in District 6, which is represented by Vice Chairwoman Rebeca Sosa.

## Fiscal Impact/Funding Source

There is no fiscal impact to the County by entering into the New Lease Agreement. A lease rate of \$1,273.60 per year will be charged to the City on an annual basis for the initial 10-year term of the New Lease Agreement. The annual lease amount is the equivalent of the stormwater utility charge imposed by the City for the leased property.

## Track Record/Monitor

WASD'S Chief, Intergovernmental Affairs, Patricia Palomo will oversee the implementation of this New Lease Agreement.

## Background

On June 14, 2007, the Board, through Resolution No. R-570-07, authorized the execution of a lease agreement (hereinafter, the "2007 Lease Agreement") between the County and the City for use of the 5.7-acre parcel of County-owned land as an athletic field and dog park for a term of 10 years. The

Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners  
Page 2

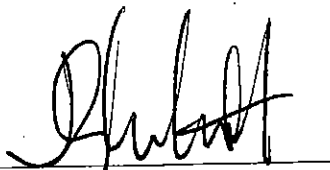
2007 Lease Agreement continued a 1995 leasing arrangement between the County and the City for use of this parcel as an athletic field.

Though the 2007 Lease Agreement expired June 14, 2017, the City and County agreed to honor the terms and conditions of the 2007 Lease Agreement until a new lease agreement could be approved by the Board. During this interim period, lease administration was transferred from Miami-Dade Internal Services Department (ISD) to WASD.

In accordance with Resolution No. R-380-17, written notification was provided to Vice Chairwoman Rebeca Sosa in District 6 four weeks prior to the placement of this New Lease Agreement on any committee or Board agenda.

The City Commission approved the New Lease Agreement on February 11, 2019 via Resolution No. 2019-3777. A copy of the City's Resolution approving the New Lease Agreement is attached hereto as Exhibit "A."

Either party may cancel this New Lease Agreement any time by giving 90 calendar days written notice.



Jack Osterholt  
Deputy Mayor

# Exhibit A

## RESOLUTION NO. 2019 – 3777

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A LAND LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR LAND HOSTING PEAVY-DOVE FIELD AND MIAMI SPRINGS DOG PARK; AUTHORIZING THE CITY MANAGER TO EXECUTE AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Miami-Dade County (the "County") owns a certain 5.7 acre parcel of land adjacent to Miami Springs High School located at 751 Dove Avenue in the City of Miami Springs (the "City") (Folio # 05-3013-002-0010) (the "Property"); and

**WHEREAS**, the City and County entered into a lease agreement on June 14, 2007 for use of the Property as an athletic field and a dog park (the "2007 Lease"); and

**WHEREAS**, though the 2007 Lease expired, the County and City agreed to honor the held over terms and condition of the 2007 Lease until a new lease had been approved; and

**WHEREAS**, the City desires to continue to lease the Property from the County to host Peavy-Dove Field and the Dog Park and provide those amenities to the community and;

**WHEREAS**, the County is satisfied with the City's use and care of the Property and the Improvements thereupon and desires to continue its relationship with the City pursuant to a new lease, attached hereto as Exhibit "A" ("2019 Lease"); and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval.** The 2019 Lease by and between the City and the County for the continued use of the Peavy Dove Field and Miami Springs Dog Park, in substantially the form attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to finalize and execute the 2019 Lease, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expand budgeted funds in furtherance hereof.

**Section 4. Implementation.** The City Manager is hereby authorized to take such further action that may be necessary to implement the purpose of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilwoman Zapata who moved its adoption. The motion was seconded by Vice Mayor Petralanda and upon being put to a vote, the vote was as follows:

Vice Mayor Jaime Petralanda	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilwoman Maria Puente Mitchell	<u>YES</u>
Councilwoman Mara Zapata	<u>YES</u>
Mayor Billy Bain	<u>YES</u>

PASSED AND ADOPTED this 11<sup>th</sup> day of February, 2019.

ATTEST:

  
ERIKA GONZALEZ-SANTAMARIA  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

  
WEISS SEROTA HELFMAN COLE & BIERSMAN, P.L.  
CITY ATTORNEY

**LEASE AGREEMENT**  
**BETWEEN**  
**MIAMI-DADE COUNTY**  
**AND**  
**THE CITY OF MIAMI SPRINGS**  
**FOR AN ATHLETIC FIELD AND DOG PARK**

THIS LEASE AGREEMENT (this "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LANDLORD," and the CITY OF MIAMI SPRINGS, a Florida municipal organization, hereinafter referred to as the "TENANT," and collectively with the LANDLORD, the "Parties".

**WITNESSETH:**

WHEREAS, the LANDLORD owns real property managed by the Miami-Dade Water and Sewer Department (WASD) located at 751 Dove Avenue, Miami Springs, Florida under Folio Number 05-3013-002-0010 and which is further identified by the sketch and legal description attached hereto as Exhibit "A"; and

WHEREAS, the LANDLORD and the TENANT entered into a lease agreement on June 14, 2007 (the "2007 Lease"), for the use of a 5.7-acre parcel of land adjacent to the Miami Springs High School located at 751 Dove Avenue as an athletic field and a dog park with seven (7) days a week access from sunrise to sunset (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the 2007 Lease expired on June 14, 2017; however, the TENANT and LANDLORD have agreed to honor the terms and conditions of that "2007 Lease" until this new Agreement has been approved by the Board; and

WHEREAS, the TENANT is a municipal corporation, organized under the laws of the State of Florida; and

WHEREAS, the TENANT has requested to continue leasing the aforesaid property for the purpose of utilizing the existing athletic field and dog park on the Leased Premises; and

WHEREAS, the LANDLORD is satisfied that the TENANT will continue use of the Leased Premises as an athletic field and a dog park for the public's interest and welfare, and the Leased Premises is not otherwise needed by the LANDLORD for other purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto hereby consent and agree that the above recitations are true and further covenant and agree to the following terms and conditions:

**ARTICLE I**  
**DESCRIPTION OF LEASED PREMISES**

The TENANT hereby accepts the Leased Premises in "as is" condition as such Leased Premises exists at the beginning of this Agreement.

The LANDLORD makes no express or implied warranty as to the condition of the Leased Premises and/or whether the Leased Premises is habitable or fit for any particular use or purpose. The LANDLORD expressly refuses to extend and specifically denies any implied

warranty as to the condition to the Leased Premises or any of the structures.

The LANDLORD and the TENANT further agree that the TENANT shall be solely responsible for obtaining, securing and/or maintaining any and all permits and licenses, including, but not limited to, building permit(s) and occupancy license(s) for any improvements to be made to the Leased Premises. The TENANT agrees to be solely responsible for the cost to obtain any type of permit(s) and/or license(s).

The Parties hereby expressly acknowledge and agree that the TENANT shall not occupy or otherwise utilize any portion of the Leased Premises where a particular permit or license is necessary for any use or operation when the TENANT does not have such permit or license for any reason whatsoever, and the TENANT shall refrain from such use and/or operation unless and until the TENANT has secured, in hand, the appropriate permit(s) and/or license(s) which authorizes and warrants the use of such portion or area(s) of the Leased Premises as contemplated under this Agreement, and the TENANT has also fully complied, at its sole cost and expense, with any and all laws, rules, codes and regulations.

The TENANT accepts full responsibility to repair and maintain improvements constructed by the TENANT to the Leased Premises, including, but not limited to, complying with the Americans with Disabilities Act.

## **ARTICLE II** **TERM**

The term of this Agreement shall commence on the first day following the Effective Date of the resolution by the Board of County Commissioners (the "Board") approving this Agreement, so long as the required ten (10) day veto period for the County Mayor has passed or has been waived ("Effective Date"). If the County Mayor has vetoed this Agreement, then the Effective Date shall be the date that it is approved by the County Mayor or is subsequently approved by two-thirds of the Board. The LANDLORD and the TENANT agree that this Agreement is scheduled to terminate ten (10) years from the Effective Date (hereinafter, the "Termination"). The LANDLORD will send the TENANT a Letter of Commencement, identifying both the Effective Date and the Termination Date of this Agreement. Provided the TENANT is not otherwise in default, the TENANT is hereby granted the option to extend this Agreement for two (2) additional ten (10) year renewal option periods upon the approval of the County Mayor or County Mayor's designee for the same terms and conditions as this Agreement. The TENANT must provide the LANDLORD with notice, in writing, of its desire to remain on the Leased Premises at least ninety (90) calendar days prior to the expiration of this Agreement.

This Agreement shall terminate on the Termination Date, or at the end of any extension or renewal thereof, without the necessity of any notice from either the LANDLORD or the TENANT to terminate the same, and the TENANT hereby waives notice to vacate or quit the Leased Premises and agrees that the LANDLORD shall be entitled to the benefit of all provisions of law with respect to the summary recovery of possession of the Leased Premises from the TENANT holding over to the same extent as if statutory notice had been given. The TENANT hereby agrees that if it fails to surrender the Leased Premises at the end of the term, or any renewal thereof, the TENANT will be liable to the LANDLORD for any and all damages which the LANDLORD shall suffer by reason thereof, and the TENANT will indemnify the LANDLORD against all claims and demands made by any succeeding tenants and/or developers against the LANDLORD founded upon delay by the LANDLORD in delivering possession of the Leased Premises to such succeeding tenant and/or developer.

If the TENANT shall be in possession of the Leased Premises after the Termination Date, in the absence of any agreement extending the term hereof, the tenancy under this Agreement shall become one of month-to-month, terminable by either Party with thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Agreement.

Upon the Effective Date of this Agreement, any and all other agreements, if any, that the LANDLORD has with the TENANT for the same property, shall automatically terminate without further notice to the LANDLORD or the TENANT. This Agreement shall replace and succeed any and all other such agreements in their entirety.

### **ARTICLE III** **LEASE PAYMENT**

In consideration of the covenants contained herein, the TENANT's annual lease amount shall equal the stormwater utility charge imposed by the City for the Leased Premises, as shown on Exhibit "A", for the term of this Lease Agreement, currently at one thousand two hundred seventy-three dollars and sixty cents (\$1,273.60). The City's invoice to the LANDLORD for the annual stormwater utility charge shall not include the assessment for the 5.7 acres that comprises the Leased Premises.

The LANDLORD shall be permitted to accelerate the Lease Payment upon any default by the TENANT. Further, the TENANT agrees that the Lease Payment is payable on a yearly basis, as described above, and payable to on the anniversary of the Effective Date to Miami-Dade County Water and Sewer Department, 3071 S.W. 38 Avenue, Controllers Office, Miami, Florida 33146., or at such other place and to such other person as the LANDLORD may from time to time designate in writing, as set forth herein.

TENANT also agrees that should it be in possession of the Lease Premises after Termination Date, or any renewal or extension thereof, that it shall, in addition to being liable to the LANDLORD for any and all damages as a result of such holdover, be obligated to pay one hundred percent (100%) of the Lease Payment in existence prior to the period of holdover

### **ARTICLE IV** **USE OF LEASED PREMISES**

The Leased Premises consists of: (A) an existing athletic field, which is comprised of a baseball field with two (2) above-ground dugouts and backstop, and (B) a dog park. The TENANT shall occupy the Leased Premises upon the Effective Date of the term in accordance with this Agreement, and thereafter, will continuously use the Leased Premises for the permitted use as an athletic field for its recreation department programs and for use as a dog park for public with use available seven (7) days a week, from sunrise to sunset. In addition, the TENANT may permit the use of the Leased Premises for recreational purposes by community groups or athletic leagues under such rules and regulations as may be promulgated by the TENANT. The TENANT agrees that it will not permit any unlawful or offensive use of the property and will prohibit the use of alcoholic beverages on the Leased Premises. The TENANT shall be responsible for all operational and security aspects of the Leased Premise. If the TENANT fails to operate the facility in accordance with the approved use, this Agreement shall be terminated and any and all improvements will become the property of the LANDLORD. The TENANT shall be given thirty (30) days' notice to cure any defaults before the Agreement is terminated.

The TENANT agrees that no change in the use of the Leased Premises is permitted without the express prior written permission of the LANDLORD. Upon failure of the TENANT to operate the Leased Premises in accordance with the approved use, as herein stated above, this

Agreement may be immediately terminated at the LANDLORD'S sole discretion, and it shall become null and void, and any and all improvements, except for furniture and equipment, on the Leased Premises shall become the property of the LANDLORD.

#### **ARTICLE V** **UTILITIES, MAINTENANCE AND CONSTRUCTION**

All additional utilities shall be provided and installed by the TENANT and shall be obtained in the name of the TENANT, and the cost of all utilities and waste removal shall be paid by the TENANT, including any and all infrastructure required to provide service to the Leased Premises. The location of all new utility lines shall be subject to the written approval of the LANDLORD prior to installation. The TENANT agrees to provide, at its sole cost and expense, all maintenance, landscaping, repairs or replacements, as required to keep the Leased Premises and any improvements thereto in a state of good repair and appearance, and in a safe and clean condition at all times, during the term of this Agreement or any extension or renewal thereof. This shall include, but not be limited to, cutting grass, trimming trees and shrubs, and removing trash.

#### **ARTICLE VI** **DESTRUCTION OF LEASED PREMISES**

The TENANT shall be responsible for, and shall repair any and all damages caused to, the Leased Premises as a result of the TENANT'S negligent use of the Leased Premises and/or any vandalism, malicious mischief or criminal acts thereto. The TENANT shall immediately notify the LANDLORD, in writing, upon discovering any damage to the Leased Premises. The TENANT is responsible for maintaining, replacing, and/or repairing any damaged real property, and/or personal property belonging to the LANDLORD.

In the event the Leased Premises should be destroyed or so damaged by hurricane, windstorm, or other casualty to the extent that the Leased Premises is rendered untenable or unfit for the purpose of the TENANT, either Party may cancel this Agreement by the giving of thirty (30) days' prior written notice to the other.

If either the entire Leased Premises or any improvements which are on the Leased Premises is partially damaged due to the TENANT'S negligence, but not rendered unusable for the purposes of this Agreement, the same shall be immediately repaired by the TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Leased 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 TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Leased Premises is completely destroyed due to the TENANT'S negligence, the TENANT shall repair and restore the Leased Premises so that it is equal to the condition of the Leased Premises as of the Effective Date. In lieu of restoring, the TENANT shall pay the LANDLORD the costs to restore the Leased Premises to its original condition. The election of remedies shall be at the sole discretion of the LANDLORD.

#### **ARTICLE VII** **IMPROVEMENTS AND REPAIRS**

The TENANT, at its sole cost and expense, may make such improvements to the Leased Premises that it shall deem reasonably necessary to place the Leased Premises in such a state or condition that the TENANT may use it for the purposes described in this Agreement, so long as such improvements are approved by the LANDLORD in writing.

Prior to commencing any improvements, the TENANT must deliver all plans, specifications, and scheduling, at its sole cost and expense, to the LANDLORD, and specifically to the Director of the Miami-Dade Water and Sewer Department for written approval at least thirty (30) days before the commencement of any work. Further, the TENANT shall not commence improvements upon the Leased Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete such improvements.

The TENANT shall cause any and all repairs and/or improvements to be performed competently and in a good and workmanlike manner by a duly qualified and licensed person(s) or entities, or utilizing its own employees, using first grade materials, and without interference with or disruption to the nearby residents or occupants.

The TENANT shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by the TENANT or its contractor on or about the Leased Premises, and in the event a contractor is utilized, shall obtain and deliver to the LANDLORD "releases" or waivers of liens from all parties doing work on or about the Leased Premises, along with an affidavit from the TENANT stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Leased Premises.

The LANDLORD shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair the TENANT'S improvements, or for the TENANT'S operations within, on or about the Leased Premises during the term of this Agreement. If the TENANT'S improvements or repair activities or other actions relative to the Leased Premises result in the introduction of hazardous materials or contamination of the soil or ground water, then the TENANT agrees to: (1) immediately notify the LANDLORD of any contamination, claim of contamination or damage; (2) after consultation and with the approval of the LANDLORD, to clean up the contamination in full compliance with all applicable statutes, regulations and standards; and (3) to indemnify, defend and hold the LANDLORD harmless from and against any claims, suits, causes of action, costs and fees, including any and all attorneys' fees arising from or connected with such contamination, claim of contamination or damage.

All leasehold improvements installed on the Leased Premises, except for furniture and equipment, shall not be removed from the Leased Premises at any time, unless removal is consented to in advance, in writing, by the LANDLORD. At the expiration of this Agreement (either on the Termination Date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Agreement), all such leasehold improvements shall be deemed to be part of the Leased Premises and shall not be removed by the TENANT when it vacates the Leased Premises, and title thereto shall vest solely in the LANDLORD without payment of any kind or nature to the TENANT.

Should the TENANT bring and/or install any furniture and/or equipment to the Leased Premises, which personal property can be removed without damage to the Leased Premises, such shall remain the TENANT'S property and may be removed from the Leased Premises upon the expiration of this Agreement.

Prior to commencing any improvements and/or repair to any property owned by the LANDLORD, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, the TENANT shall obtain and deliver to the LANDLORD copies of any bonds from its contractors, at its sole cost and expense, a payment and performance bond, or such other alternate form of security, each which meet the requirements, as applicable, of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated purchase

of supplies and/or materials, commencement of the improvements and/or repairs. Said payment and performance bond(s) shall name the LANDLORD as an additional payee and obligee. The form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the improvements and/or repair project regardless of the source of funding. The TENANT shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to contractors, subcontractors, and suppliers, as required by Section 255.05, Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any improvements and/or repair project. However, the foregoing requirement of securing a performance bond shall not be required when such contract for any improvements and/or repair is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of \$50,000 or less.

#### **ARTICLE VIII** **ASSIGNMENT**

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

#### **ARTICLE IX** **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Leased Premises shall be at the risk of the TENANT. The LANDLORD shall not be liable to the TENANT or any third party for any damage to said personal property unless solely caused by or due to the negligence of the LANDLORD, the LANDLORD's agents or employees, subject to all limitations of Section 768.28 of the Florida Statutes.

#### **ARTICLE X** **SIGNS**

Signs will be of the design and form of letter to be first approved by the LANDLORD. Sign wording will require written pre-approval of the LANDLORD within ten (10) days after submittal by the TENANT. The cost of any sign shall be paid by the TENANT. Signs shall be subject to the graphic standards outlined in the County's Branding Style and Usage Guide when developing construction signage. All signs shall be removed by the TENANT at termination of this Agreement, and any damage or unsightly condition caused to Leased Premises because of or due to said signs shall be satisfactorily corrected or repaired by the TENANT, at the TENANT's expense. All signs will comply with all applicable laws and regulations.

#### **ARTICLE XI** **LANDLORD'S RIGHT OF ENTRY**

The LANDLORD or any of its agents shall have the right to enter said Leased Premises during all reasonable working hours, upon the giving twenty-four (24) hours prior notice to examine the same or to make such repairs and additions, to nearby infrastructure, if repairs, additions or alterations are deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing signs, fixtures, alterations or additions which do not conform to this Agreement. Notwithstanding the foregoing, the LANDLORD reserves the right to enter the Leased Premises without prior notice, and without being accompanied by an employee of the TENANT in cases and/or instances of an emergency.

**ARTICLE XII**  
**PEACEFUL POSSESSION**

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

**ARTICLE XIII**  
**SURRENDER OF LEASED PREMISES**

The TENANT agrees to surrender to the LANDLORD, at the end of the term of this Agreement or any extension thereof, said Leased Premises in as good condition as said Leased Premises was in as of the Effective Date of this Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted including all improvements made thereto, which shall become the property of the LANDLORD.

**ARTICLE XIV**  
**INDEMNIFICATION AND HOLD HARMLESS**

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

**ARTICLE XV**  
**LIABILITY FOR DAMAGE OR INJURY**

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

**ARTICLE XVI**  
**SUCCESSORS IN INTEREST**

It is hereby acknowledged and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this 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 XVII**  
**LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS**

The LANDLORD shall not be responsible or liable to the TENANT, or to those claiming by, through or under the TENANT, for any loss or damage which may be occasioned by or through the acts or omissions of person coming onto the Leased Premises, including but not limited to, invitees, trespassers, and/or licensees for any loss or damage resulting to the TENANT, or those claiming by, through or under the TENANT, for themselves and/or their personal property, from any actions or activity by such persons(s), including but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Leased Premises, the TENANT, or anyone claiming by, through or under the TENANT.

To the maximum extent permitted by law, the TENANT agrees to use and occupy the Leased Premises at the TENANT's own risk. The TENANT shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the TENANT, its guests, licensees, and/or the Leased Premises. The TENANT shall not be responsible for any loss or damage occasioned by or through the acts or omissions of the LANDLORD. The TENANT shall not be responsible or liable to the LANDLORD, or to those claiming by, through or under the LANDLORD, for any loss or damage which may be occasioned or caused by any actions or actions of the LANDLORD.

The LANDLORD shall not be responsible or liable to the TENANT, or to those claiming by, through or under the TENANT, for any loss or damage caused by the TENANT, which is the direct or indirect cause of any breaking, bursting, stoppage or leaking of water, gas, sewer, electrical, telephone or other utility pipes or results from failed, down, broken or damaged cable and/or wires. To the maximum extent permitted by law, the TENANT agrees to use and occupy the Leased Premises at TENANT'S own risk.

**ARTICLE XVIII**  
**RIGHT OF TERMINATION**

TERMINATION BY LANDLORD: Anything contained in this lease to the contrary notwithstanding, the LANDLORD shall have the right and option to terminate this lease, at will, for any reason whatsoever, by giving the TENANT written notice of such election to terminate at least six (6) months prior to the effective date of such termination. TENANT shall continue to honor its obligations under the lease until the effective date of the termination, including TENANT'S obligations concerning surrender of the Leased Premises.

TERMINATION BY THE TENANT: The TENANT shall have the right to cancel this Agreement at any time by giving the LANDLORD at least ninety (90) calendar days' written notice prior to its effective date.

**ARTICLE XIX**  
**NOTICES**

It is understood and agreed between the Parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows shall constitute the only acceptable means of serving notice:

**TENANT:**

City of Miami Springs  
201 Westward Drive  
Miami Springs, Florida 33166  
Attention: City Manager

**LANDLORD:**

Miami-Dade County  
Director  
Water and Sewer Department  
3071 S.W. 38 Avenue  
Miami, Florida 33146

**WITH COPY TO:**

Miami-Dade County  
Intergovernmental Affairs  
Water and Sewer Department  
3071 S.W. 38 Avenue  
Miami, Florida 33146

Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

**ARTICLE XX**  
**INSURANCE**

Prior to occupancy, the TENANT shall furnish to the Miami-Dade Water and Sewer Department, Chief, Intergovernmental Affairs Section, 3071 S.W. 38 Avenue, Miami, Florida, 33146, a letter establishing that it is self-insured, or if the TENANT is not self-insured, then the TENANT must provide a Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the TENANT as required by Florida Statute Chapter 440.
- B. Commercial General 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. Coverage must include Abuse and Molestation Liability. **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 work within the Leased Premises, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

All 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:

The company must be rated no less than "A-" as to management, and no less than "Class VII" 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 LANDLORD'S 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 Financial Services or its equivalent and are

members of the Florida Guaranty Fund or its equivalent. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

**NOTE: CERTIFICATE HOLDER MUST READ:  
MIAMI-DADE COUNTY  
111 N.W. FIRST STREET  
SUITE 2340  
MIAMI, Florida 33128**

Compliance with the foregoing insurance requirements shall not relieve the TENANT of its liability and obligations under this Article or any other section or portion of this Agreement.

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

#### **ARTICLE XXI** **PERMITS, REGULATIONS**

The TENANT covenants and agrees that during the term of this Agreement, the TENANT will obtain any and all necessary permits and approvals and that all uses of the Leased Premises will be in conformance with all applicable laws.

#### **ARTICLE XXII** **FORCE MAJEURE**

The LANDLORD and the TENANT hereby agree that the term "Force Majeure" in this Agreement, and when applied to this Agreement, shall mean an unforeseen event or occurrence that is beyond the control of one or both of the Parties, such as a war, strike, riot, crime, acts of nature, or act of God (e.g., flooding, earthquake, hurricane) that in fact prevents one or both Parties from fulfilling their respective obligation(s) in a timely manner under this Agreement. Force Majeure shall excuse the Party or Parties from liability or obligation only during the period of time when an extraordinary event occurs and the circumstances beyond the Party or Parties' control continue to prevent the Party or Parties from performance under this Agreement. Force Majeure is specifically not intended to shield or otherwise excuse the negligence or malfeasance of a Party, as where non-performance is caused by lack of foresight, prudence and/or failure to exercise precautionary measures.

A Party asserting Force Majeure as an excuse for delay or non-performance shall have the burden of proving that failure to perform could not have been avoided by the exercise of due care by that Party, that reasonable steps were taken to minimize any delay, as well as to avoid any damages caused by subsequent foreseeable events, that all non-excused obligations were timely fulfilled, and that the other Party was timely notified, in writing, of the likelihood of or the actual occurrence of the extraordinary event which would justify such an assertion, so that reasonable measures could be contemplated and possibly taken by the other Party, and the other Party has in fact recognized, in writing to the Party asserting a claim of Force Majeure, that the occurrence is an event equating to Force Majeure.

The TENANT and the LANDLORD shall be excused only for the period of any delay associated with the Force Majeure event and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of this Agreement

when prevented from so doing by cause or causes beyond the TENANT'S or the 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 the TENANT or the LANDLORD.

### **ARTICLE XXIII WAIVER**

If, under the provisions hereof, the LANDLORD or the 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 the LANDLORD'S or the TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by the LANDLORD or the TENANT of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both Parties. No waiver by the LANDLORD or the 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.

### **ARTICLE XXIV ABANDONMENT OR DEFAULT**

Should the TENANT elect or fail to perform or observe any covenant or condition of this Agreement, which default has not been cured within twenty (20) calendar days after the giving of notice by the LANDLORD, unless such default is of such nature that it cannot be cured within such twenty (20) day period, in which case no event of default shall occur so long as the TENANT shall commence the curing of the default within such twenty (20) day period and shall thereafter diligently prosecute the curing of same, then the LANDLORD shall be permitted to terminate this Agreement, and immediately take possession of the Leased Premises.

Should the TENANT vacate, abandon, or fail to take possession of the Leased Premises at any time during the term of this Agreement, the LANDLORD shall be permitted to immediately take possession of the Leased Premises.

Upon any default, and after the expiration of any cure period, the LANDLORD may, with or without judicial process, enter upon the Leased Premises and take possession of any and all improvements and all personal property of the TENANT situated in the Leased Premises, without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to the TENANT, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the LANDLORD at more than one thousand dollars (\$1,000.00), otherwise, such property shall be considered abandoned by the TENANT, and the LANDLORD shall have no obligation to either store, maintain, sell or otherwise dispose of the personal property. The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing of said property, including attorneys' fees; second, toward the payment of any indebtedness, including (without limitation) indebtedness for lease payment and other expenses, which may be due or become due to the LANDLORD; and third, to pay the TENANT, on demand in writing, any surplus remaining after all indebtedness of the TENANT to the LANDLORD has been fully paid, so long as the TENANT in fact makes such demand within sixty (60) calendar days of any such sale or disposition of property.

Upon any default, the LANDLORD may perform, on behalf of and at the expense of the TENANT, any obligation of the TENANT under this Agreement which the TENANT has failed to perform and of which the LANDLORD shall have given the TENANT notice of, the cost of which performance by the LANDLORD, together with interest thereon, at the highest legal rate

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of interest as permitted by the State of Florida, shall be immediately payable by the TENANT to the LANDLORD.

Notwithstanding the provisions of Article 24 above, and regardless of whether an event of default shall have occurred, the LANDLORD may exercise the remedy described in Article 24 without any notice to the TENANT if the LANDLORD, in its good faith judgment, believes it would be injured by failure to take rapid action or if the unperformed obligation by the TENANT constitutes an emergency.

If this Agreement is terminated or cancelled by the LANDLORD, the TENANT nevertheless shall remain liable for any and all lease payment and damages which may be due, become due or sustained by the LANDLORD, along with any and all reasonable costs, fees, and expenses including, but not limited to, attorneys' fees, costs and expenses incurred by the LANDLORD in pursuit of its remedies hereunder, or in renting the Leased Premises or a portion thereof to others.

All rights and remedies of the LANDLORD under this Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to the LANDLORD under applicable law.

#### ARTICLE XXV ADDITIONAL PROVISIONS

##### 1. Non-Discrimination

The TENANT, and in the event a contractor is utilized, shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. The TENANT shall take affirmative actions to ensure that no employees are discriminated with regard to their race, religion, color, ancestry, sex, familial status, national origin, pregnancy, age, sexual orientation, marital status, disability, gender identity or gender express, or status as victim of domestic violence, dating violence or stalking. Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The TENANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The TENANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor; Sections 112.041, 112.042 and 112.0113, Florida Statutes; and Miami-Dade County Ordinance No. 75-46, effective June 28, 1975.

##### 2. Serious Injury or Death

The TENANT agrees that it will immediately notify the LANDLORD should any person sustain(s), or be found to have sustained, a serious bodily injury or dies on or about the Leased Premises. The Parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the TENANT shall also immediately (same day, or in situations where the same day

is not possible, then the next day) call the LANDLORD'S Water and Sewer Department, and notify the LANDLORD'S Director of such incident, in detail, with or without the name of the individual that died or sustained the serious bodily injury. Further, in instances where an individual died or sustained a serious bodily injury, the TENANT must complete a detailed injury and incident report and immediately (same day or next day) send it to the LANDLORD, in accordance with the terms of the notice provisions found this Agreement. The TENANT hereby agrees that it will immediately comply with all of the foregoing requirements notwithstanding any other obligation, including but not limited to, any agreement for confidentiality that it owes or may owe to any other governmental agency, and/or to any field or member of a person's family.

3. Headings.

The headings of the various paragraphs and sections of the Agreement are for convenience and ease of reference only and shall not be construed to define, limit, augment, or describe the scope, context or intent of this Agreement or any part(s) of this Agreement.

4. Severability.

If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

5. Survival.

The Parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the TENANT and the LANDLORD under this Agreement, which by their nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

**ARTICLE XXVI**  
**GOVERNING LAW AND VENUE**

This Agreement, including any exhibits, attachments, and/or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) are incorporated herein by reference and shall be governed by and construed in accordance with the laws of the State of Florida. The LANDLORD and the TENANT hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, and cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

**ARTICLE XXVII**  
**WRITTEN AGREEMENT**

This Agreement contains the entire agreement between the Parties hereto and supersedes all previous agreements and negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners unless otherwise provided herein.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

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

**LANDLORD**

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

**THE TENANT**

(OFFICIAL SEAL)

CITY OF MIAMI SPRINGS  
a Florida municipal organization

*Guilherme Gonzalez*  
WITNESS

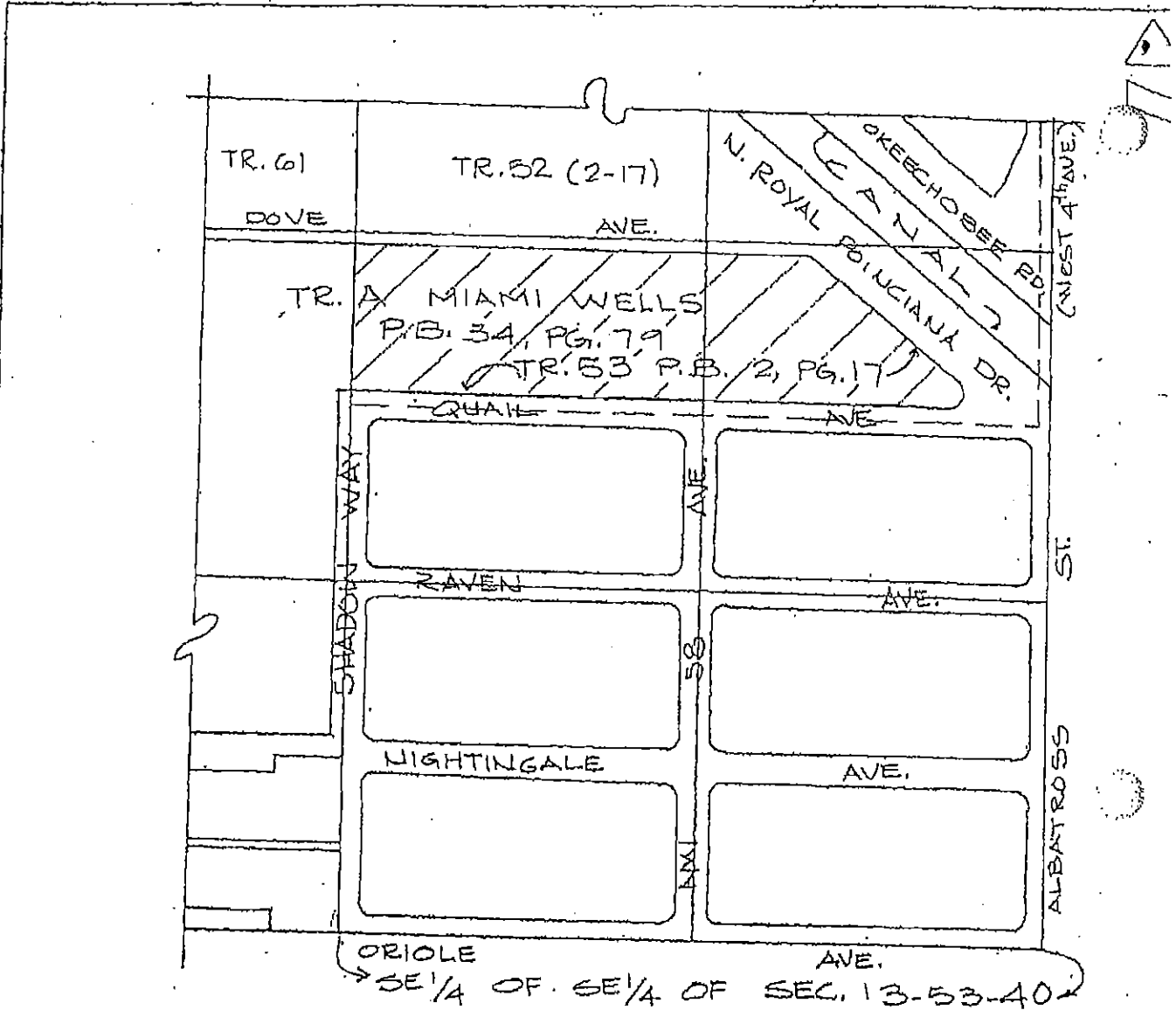


By: \_\_\_\_\_  
BILLY BAIN  
MAYOR

Approved as to form and legal sufficiency:

*Sandra Patricia Davis* 2/22/19  
Assistant County Attorney

EXHIBIT A



LEGAL DESCRIPTION

The East portion of Tract A of MIAMI WELLS according to the plat thereof as recorded in Plat Book 34 at Page 7<sup>0</sup> of the Public Records of Dade County, Florida, also known as Tract 53 of FLORIDA FRUIT LANDS according to the plat thereof as recorded in Plat Book 2 at Page 17 lying in Section 13, Township 53 South, Range 40 East, Dade County, Florida, less the areas dedicated for public right of way on the north, east and south boundaries.

EXHIBIT A

TRACT 53 OF FLORIDA  
FRUIT LAND CO. SEC. 13  
P.B. 2, PG. 17

MIAMI - DADE  
WATER AND SEWER DEPARTMENT

DATE 12-21-94 SCALE 1" = 300'

FR Dwn No

P.I.N. 05 3013 002 0010.

DRAWN  
CHECKED  
M.  
R.W.



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** October 3, 2019

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(0)(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
- \_\_\_\_\_ Statement of social equity 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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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(0)(1)  
10-3-19

RESOLUTION NO. R-1069-19

RESOLUTION APPROVING, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, A NEW LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI SPRINGS, FOR \$1,273.60 PER YEAR WITH AN INITIAL 10-YEAR TERM AND TWO 10-YEAR RENEWAL OPTIONS FOR COUNTY-OWNED LAND LOCATED AT 751 DOVE AVENUE, MIAMI SPRINGS, FLORIDA, TO BE USED AS AN ATHLETIC FIELD AND DOG PARK OPEN TO THE PUBLIC FROM SUNRISE TO SUNSET; AUTHORIZING EXECUTION OF THE LEASE BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE; DECLARING SUCH PROPERTY SURPLUS; WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD AND WAIVING RESOLUTION NO. 333-15; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, TO TAKE ALL ACTS NECESSARY TO EFFECTUATE SAME, AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF THE EXECUTION OF THE AGREEMENT

**WHEREAS**, Miami-Dade County (the "County") owns approximately 17,561 square feet of real property, located at 751 Dove Avenue, Miami Springs, Florida, bearing Folio Number 05-3013-002-0010 (the "Property"); and

**WHEREAS**, the City of Miami Springs (the "City"), a Florida municipal organization, has requested the use of the Property to be utilized solely as an athletic field and dog park, which shall be open to all citizens of Miami-Dade County; and

**WHEREAS**, on June 14, 2007, the Board, through Resolution No. R-570-07, authorized the execution of a lease agreement (the "2007 Lease Agreement") between the County and the City, which renewed a 1995 lease between the County and the City for use of the Property as an athletic field; and

**WHEREAS**, though the 2007 Lease Agreement expired, the County and the City agreed to honor the terms and conditions of the 2007 Lease Agreement until a new lease could be approved by the Board; and

**WHEREAS**, this Board is satisfied that, pursuant to Section 125.38, Florida Statutes, the property to be leased to the City is not needed for a County purpose and will be used by the City, pursuant to the lease, for a use to promote community interest and welfare; and

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

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

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

**Section 2.** This Board hereby approves, pursuant to Section 125.38, Florida Statutes, the New Lease Agreement between Miami-Dade County and the City of Miami Springs, a Florida municipal corporation, for premises located at 751 Dove Avenue, Miami Springs, Florida, to be utilized as an athletic field and dog park for an initial term of 10 years with two 10-year options to renew and an annual rent of \$1,273.60, in substantially the form attached hereto and made a part hereof.

**Section 3.** This Board finds that the Property is not needed for County purposes and that the City intends to use the Property for public or community interest or welfare.

**Section 4.** This Board hereby waives: (a) Administrative Order 8-4 as it relates to review by the Planning Advisory Board and (b) Resolution No. R-333-15 requiring that the market value and rental value of any property to be leased to be disclosed to the Board.

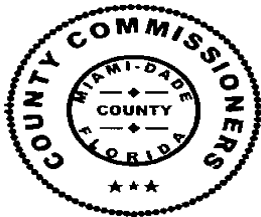
**Section 5.** This Board authorizes the County Mayor or County Mayor's designee to execute the New Lease Agreement on behalf of Miami-Dade County, to take all actions necessary to effectuate same, and to exercise any and all other rights conferred therein.

**Section 6.** The Board directs the County Mayor or County Mayor's designee to provide to the County Property Appraiser's Office with a copy of the executed lease agreement within 30 days of its execution.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3<sup>rd</sup> day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

**Linda L. Cave**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

SED

Sarah E. Davis