

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 17, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Interlocal Development Agreement and a Lease Agreement between North Bay Village as developer and landlord, and Miami-Dade County, as tenant, for the development and lease of a fire rescue station located at 1335 79th Street Causeway, in exchange for a capital contribution of \$7,425,000.00 and nominal rent of \$1.00 annually during the 90-year term; and authorizing the County Mayor to execute the Interlocal Development and Lease agreements and exercise any and all other rights conferred therein and to take all actions necessary to effectuate same

Resolution No. R-809-24

The accompanying resolution was prepared by the Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: September 19, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution approving the Interlocal Development Agreement and Lease Agreement between North Bay Village, as Landlord and Miami Dade County for Fire Rescue Station 27 at the Village Hall/Public Safety Complex – 1335 79th Street Causeway

Summary

This item is for approval of an Interlocal Developmental Agreement and a Lease Agreement between North Bay Village (Village) and Miami-Dade County (County), for a fire rescue station to be located at 1335 79th Street Causeway; folio #23-3209-001-0060. Former North Bay Village Fire Rescue Station 27 was in the Village and leased by the Village to the County for use by Miami-Dade Fire Rescue (MDFR), for \$1.00 per year. The former station was connected to a Village building that was condemned over a decade ago due to environmental concerns. Resolution R-927-08 directed the County Mayor or designee to negotiate the necessary agreements for the development of a replacement fire rescue station. The Village and the County entered a Memorandum of Understanding (MOU) in 2020 (R-684-20), which the parties agreed that the Village will build and incorporate into the Village Hall Complex a facility to be leased to the County for the County fire rescue services. This MOU was amended in 2022 (R-951-22) to require negotiations with the Village regarding each parties' respective contributions to cover the increased costs of Fire Station 27 and to present the final negotiated agreements to the Board for approval.

The County has agreed to contribute \$7,425,000.00 (the "County Funds") of the estimated \$12,000,000.00 Total Station Cost and the Village has agreed to contribute and pay for all other costs associated with the design, engineering, permitting, construction and development of the Village Hall Complex. If the total design and construction cost for the Project exceeds the Total Station Cost, the Village shall be responsible for all cost overruns and for identifying, securing, and paying for all costs above and beyond the County Funds, including all costs and funds in excess of the Total Station. The Lease is for a term of 90 years at an annual cost of \$1.00. The County is responsible for maintaining and operating the premises which include separately metered electricity and water, security, internet, phone, janitorial, pest control and all maintenance and repairs of interior features and elements of the Fire Station. Construction of the complex is expected to begin in August 2025 with an expected completion date of October 2027.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve terms of and authorize the execution of the Interlocal Development and Lease Agreements between the

Village and the County for the construction of Fire Station 27. More specifically, the resolution does the following:

- Approves the Interlocal Development Agreement which delineates the terms and conditions under which the Village will design, develop, construct and deliver the Fire Station, the respective roles and financial contributions of the parties.
- Approves the Lease Agreement for a term of 90 years, so long as the County is following the lease. The annual rent is \$1.00 for each year of the ninety years.
- The County leases approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-street parking spaces.
- Authorizes the County Mayor or Mayor's Designee to execute the Interlocal Development Agreement and the Lease Agreement.

Scope

The premises is in Commission District 4, which is represented by Commissioner Mickey Steinberg.

Delegation of Authority

This item authorized the County Mayor or County Mayor's designee to execute the Interlocal Development and Lease Agreements, to take all actions necessary to effectuate the agreements and to exercise all other rights conferred therein including but not limited to the right to exercise the renewal terms set forth in the lease and the right to terminate the lease.

Fiscal Impact/Funding Source

The fiscal impact for the County is \$7,425,000.00 and will be funded through the Fire District and Impact Fees.

Track Record/Monitor

The Agreements will be monitored by Maria L. Reyes, MDR Budget and Planning, Assistant Director, or other supervisory personnel as designated.

Background

The former Fire Rescue Station 27 was connected to a structure owned by the Village which was condemned over a decade ago due to environmental concerns. Since that time MDR has been operating from temporary trailers (Temporary Station 27) at Pelican Harbor to maintain the existing engine and rescue resources available and prevent a disruption of services to the residents of the Village.

Building a new Station 27 is essential for maintaining public safety infrastructure effectively. Replacing the old and temporary Station 27 with a modern facility is necessary to accommodate up-to-date fire suppression and rescue equipment, provide adequate living quarters for firefighting personnel, and serve the residents of the Village and surrounding areas efficiently.

On September 2, 2008, the Board approved Resolution R-927-08 directing the County Mayor or Mayor's designee to negotiate necessary agreements between the County and North Bay Village regarding the development of a replacement fire station.

On July 8, 2020, the Board approved Resolution R-684-20, instructing the County Mayor or the Mayor's designee to execute a MOU. This MOU established the framework for negotiating agreements concerning the design, development, and lease of MDFR station 27 to be located at 1335 79th Street Causeway; negotiate and execute agreements with the Village in accordance with the parameters and terms of the MOU in amounts not to exceed \$4,250,000.00 for design and construction of the fire station and \$420,000.00 for additional related expenses; a term of 30 years with renewal terms at a rental rate of \$1.00 per year, subject to Board ratification after the agreements are executed; if the agreements are finalized but not in accordance with MOU, to present the agreements to the Board for approval prior to execution, if no such agreements can be reached, to provide a report; and authorizing County Mayor to exercise all rights contained in the executed agreements, shall such agreements be finalized.

On October 6, 2022, the Board approved an amendment to the MOU (R-951-22). This amendment required the County Mayor or designee to continue to negotiate with the Village regarding each of the parties' respective contributions to cover the increased cost of Fire Station 27, including identifying additional, legally available funding for the County to contribute towards the station and directed the County Mayor or Mayor's designed to present the final, negotiated agreements to the Board for its approval.

On June 11, 2024, the Village passed Resolution 2024-065 which approved a Development Agreement and a Lease Agreement with Miami-Dade County for Fire Station 27 at the new Village Hall/Public Safety Complex. The resolution indicated that Wannemacher Jensen Architects, Inc., would provide architectural and engineering design services for the project (Approved January 10, 2023 - Resolution 2023-45). A site plan for the development of the project had also been previously approved on December 12, 2023 (Resolution 2023-159) by the Village was incorporated into the resolution.

Construction of the complex is expected to begin in August 2025 with an expected completion date of October 2027.



James Reyes
Chief, Public Safety

Memorandum



Date: August 27, 2024
To: Eugene Love, Agenda Coordinator
From: Raied S. Jadallah, Fire Chief
Miami-Dade Fire Rescue (MDFR)
Subject: Request to Process Late Departmental Agenda Items

A handwritten signature in blue ink, appearing to read "Raied S. Jadallah".

I am requesting that the following item be placed on the September 10, 2024, Community Safety, Security and Emergency Management Committee Meeting Agenda and once heard at Committee. be waived to the September 17, 2024, Board Meeting.

RESOLUTION APPROVING INTERLOCAL DEVELOPMENT AGREEMENT AND A LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AS DEVELOPER AND LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE DEVELOPMENT AND LEASE OF A FIRE RESCUE STATION LOCATED AT 1335 79TH STREET CAUSEWAY, IN EXCHANGE FOR A CAPITAL CONTRIBUTION OF \$7,425,000.00 AND NOMINAL RENT OF \$1.00 ANNUALLY DURING THE 90-YEAR TERM; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL DEVELOPMENT AND LEASE AGREEMENTS AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is critical to the Miami-Dade Fire Department. This item needs to be moved forward as soon as possible. The County and North Bay Village would like for the item to be approved and enacted before the 2023-2024 fiscal year end.

I am aware that this item is subject to approval for placement on the agenda by the BCC Chairperson, and review by the Office of the County Attorney. Therefore, please process the item notwithstanding that the 4-day rule may be applicable to these items.

Approved by Mayor or Mayor's Designee

A handwritten signature in blue ink, appearing to read "Nicole Tallman".

Approved by Legislative Affairs Director
Signature

James Reyes

Print Name

Nicole Tallman

Print Name

c: Geri Bonzon-Keenan, County Attorney
Gerald Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
CAOagenda@miamidade.gov



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: September 17, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(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 ____, majority plus one ____, 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) ____, 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(E)(1)
9-17-24

RESOLUTION NO. R-809-24

RESOLUTION APPROVING INTERLOCAL DEVELOPMENT AGREEMENT AND A LEASE AGREEMENT BETWEEN NORTH BAY VILLAGE AS DEVELOPER AND LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR THE DEVELOPMENT AND LEASE OF A FIRE RESCUE STATION LOCATED AT 1335 79TH STREET CAUSEWAY, IN EXCHANGE FOR A CAPITAL CONTRIBUTION OF \$7,425,000.00 AND NOMINAL RENT OF \$1.00 ANNUALLY DURING THE 90-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL DEVELOPMENT AND LEASE AGREEMENTS AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

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

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Approves the terms of the Interlocal Development Agreement and the Lease Agreement (Attachment A) between North Bay Village as developer and landlord and Miami-Dade County as tenant, substantially in the forms attached hereto and made a part hereof, for the development of a new fire station and lease thereof to be located at 1335 79th Street Causeway in exchange for a capital contribution of \$7,425,000.00 payable to North Bay Village and nominal rent of \$1.00 annually during 90-year term. The Interlocal Development Agreement outlines the terms and conditions under which the Village will design, develop, construct, and deliver the Fire Station, and the respective roles and financial contributions of the parties. The Lease Agreement

is for a term of 90 years at an annual cost of \$1.00. The County is responsible for maintaining and operating the premises which include separately metered electricity and water, security, internet, phone, janitorial, pest control and all maintenance and repairs of interior features and elements of the Fire Station.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Development and Lease agreements to effectuate the purposes described in section 2 as well as exercise the provisions contained therein including renewal and termination, following review and approval of such agreements and documents for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Marleine Bastien** ,
who moved its adoption. The motion was seconded by Commissioner **Sen. René García**
and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of September, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "MRP", is written over a horizontal line.

Monica Rizo Perez

ATTACHMENT A

DEVELOPMENT AGREEMENT

This is a Development Agreement (this "Agreement") dated as of the _____ day of _____ 2024, between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), having an office and place of business at 701 NW 1st Court, 16th Floor, Miami, Florida 33136, and NORTH BAY VILLAGE, a Florida municipal corporation (the "Village" and, together with the County, the "Parties", and each a "Party") having an office and place of business at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

RECITALS

1. The Village is the owner of the approximately 0.756-acre property located at 1335 79th Street Causeway (identified for property tax purposes by folio number 23-3209-001-0060), on which it intends to construct and operate a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station (the "Village Hall Complex"); and

2. The Village and the County entered into a Memorandum of Understanding (the "MOU") in 2020, which MOU was amended in 2022, pursuant to which the Parties have agreed that the Village shall build and incorporate into the Village Hall Complex a facility to be leased to the County for use as a County fire rescue district station (the "Fire Station," as more particularly described in the third recital below); and

3. The Fire Station will consist of approximately 12,500 square feet of ground floor space along with 8 covered parking spaces and 7 on-street parking spaces dedicated for the exclusive use of the County, and when complete, will be governed by the Fire Station 27 Lease Agreement, dated and executed the same date as this Agreement, a copy of which is attached hereto as Exhibit "A" (the "Lease"); and

4. The purpose of this Agreement is to set forth the terms and conditions under which the Village shall design, develop, construct and deliver the Fire Station, and the respective roles and financial contributions of the Parties in that undertaking.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Village agree as follows:

TERMS

1. **Incorporation of Recitals.** The Recitals are true and correct, and are hereby incorporated into this Agreement.

1. **Defined Terms.** The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) **"Applicable Law"** shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders, and requirements of all federal, state, county

and municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Project.

(b) “Architect” shall mean Wannemacher Jensen Architects, Inc., competitively selected by the Village to undertake the design of the Village Hall Complex, and/or any other Florida-licenses and qualified architect or engineer retained by the Village to undertake the design of the Village Hall Complex.

(c) “Board” shall mean Miami-Dade County’s Board of County Commissioners.

(d) “Building Program” is attached hereto as Exhibit “B”.

(e) “Business Day” shall mean any day that is not a Saturday, Sunday, or other day on which the County is officially closed for business or banks located in the County are required or authorized by law or executive order to close.

(f) “Casualty” shall mean property damage caused by (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (v) any other extreme weather or natural event, such as earthquake, tornado or flood, or (vi) fire or explosion. In no event shall “Casualty” include any intentional, malicious or grossly negligent act or failure to act by Village, its Architect, the Contractor, or any subcontractor, subconsultant, or employee thereof, or any other person or entity under contract with the aforementioned or under any of their direction or control.

(g) “Commencement of Construction” shall mean the date that is the later of: (i) recording of a Notice of Commencement, as required by Fla. Stat. §7131.31; and (ii) the visible start of physical work on the Village Hall Complex, including land clearing and excavation. It is preceded by having official Permits in hand, and approved bonds and insurances. The Commencement of Construction date shall be reflected in the construction baseline schedule as a milestone. The phrase “visible start of work” shall not include testing, surveying, or other due diligence activities, nor shall it include groundbreaking ceremonies, but shall instead mean significant site work such as land clearing and/or the commencement of excavation.

(h) “Construction Plans” means the architectural/engineering drawings, specifications, and other bid and permit ready plans and specifications for the design, permitting, and construction of the Village Hall Complex .

(i) “Contractor” shall mean the construction contractor competitively selected by the Village to undertake and oversee the development and construction of the Village Hall Complex and/or any other Florida-licensed and qualified construction contractor retained by the Village to undertake the construction of the Village Hall Complex.

(j) “County” shall have the meaning set forth in the preamble of this Agreement.

(k) “County Contribution” shall mean the amount of \$7,425,000.00 payable as set forth in this Agreement.

(l) “County Representative” will be the primary contact for the Village on behalf of the County in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Fire Station. The County may replace the County Representative at any time by written notice to the Village.

(m) “Design Development Documents” shall mean the drawings and specifications based upon and refining the Building Program illustrating the scope, relationship, forms, size, and appearance of the Village Hall Complex by means of plans, sections and elevations, typical construction details and equipment layouts.

(n) “Draw Request” shall be Village’s request for reimbursement for work performed.

(o) “Effective Date” shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties, including execution by the County Mayor or County Mayor’s designee; such execution shall not occur until Board approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such Board action, or (ii) the lapse of ten (10) days without the Mayor’s veto. In the event that the County Mayor vetoes the Board approval, the Board approval shall not be effective in the absence of an override of the County Mayor’s veto that shall be at the next regularly scheduled meeting of the Board after the veto occurs.

(p) “Final Completion” shall be the date, as reasonably determined by the County, that the Village, through its Contractor: (1) completes all of the work for the Fire Station in accordance with the final, approved Construction Plans; (2) achieves the completion of all construction activities for the Project, including but not limited to, completion of all punch-list items for the Fire Station, correction of all deficiencies noted at time of Substantial Completion for the Fire Station, and completion of all required final inspections by MDFR and its consultants, and/or any other agencies having jurisdiction, close-out documents, delivery of all spares and extra materials and activation of all warranties; and (3) delivers final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits; provided, however, that if there is a good-faith dispute between the Village and one of its Contractors or subcontractors regarding payment, then the Village shall be deemed to have achieved Final Completion if it has satisfied all other requirements and maintains bonding or otherwise escrowing sums in dispute to the reasonable satisfaction of the County.

(q) “Force Majeure” shall mean the occurrence of any (i) act of terrorism deemed a terrorism act by the County or the State of Florida, (ii) war, violent act of foreign enemy or armed conflict, (iii) insurrection, riot or civil commotion, (iv) blockade or embargo, (v) epidemics, pandemics, quarantine or severe health alerts issued by a Governmental Authority relating thereto, (vi) named windstorm and any ensuing storm surge, including the direct action of wind originating from a named windstorm, (vii) any other extreme weather or natural event, such

as earthquake, tornado or flood, (vii) fire or explosion, or (viii) an official or unofficial strike, lockout, go-slow, or other labor dispute.

(r) “Governmental Authority” shall mean any national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public, or statutory instrumentality, authority, body, agency, bureau, commission, board, department or other entity or any arbitrator with authority to bind a party at law, in each case having jurisdiction over the Project.

(s) “Liens” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever, in each case, in the nature of security.

(t) “MDFR” shall mean the Miami-Dade Fire Rescue Department.

(u) “Permits” shall mean any and all development, zoning, platting, subdivision, site plan, design, plans and specifications, construction permit and other applicable permits and approvals and variances, if necessary, from all applicable Governmental Authorities pertaining to the Project.

(v) “Project” shall mean the entirety of the design, development, construction and delivery of the Village Hall Complex by the Village.

(w) “Project Costs” means all design, engineering, permitting, labor, construction materials, fixtures, equipment, landscaping, and hardscaping incorporated into the work for the Project as applicable, including but not limited to locating and installing any required facilities for sewer, water, electrical, and other utilities as needed to service the Project, bonding and insurance costs for the Architect and Contractor, and all costs relating to surveyors, the Architect and other architects and engineers needed to design and permit the Project and oversee the work, and attorneys needed to make applications for and secure zoning and other permitting and development approvals, and any other fees and expenses directly related to the development of the Project.

(x) “Substantial Completion” shall be the stage in the progress of the construction of the construction for the Village Hall Complex has progressed to the point where, in the reasonable opinion of the County’s professional staff, the work is sufficiently complete in accordance with the final, approved Construction Plans so that the Fire Station can be occupied and/or utilized for the purposes for which it is intended and where only minor, non-material, Punch List work remaining unfinished in accordance with this Agreement. Substantial Completion shall be evidenced by, at a minimum: (1) receipt of a temporary certificate of occupancy for the Village Hall Complex; (2) a commissioning or other similar test showing that all mechanical, electrical and plumbing systems of the Village Hall Complex (including but not limited to security systems and fire safety systems) have been tested and approved; and (3) the Punch List work remaining has a value that is reasonably estimated to be below \$500,000.00.

(y) “Total Station Costs” shall have the meaning set forth in Section 5 below.

(z) “Village” shall have the meaning set forth in the preamble of this Agreement.

(aa) “Village Hall Complex” is a multiuse municipal building, including administrative offices, commission chambers, a police station, and a County-operated fire rescue station located on an approximately 0.756-acre property at 1335 79th Street Causeway.

(bb) “Village Representative” will be the primary contact for the County on behalf of the Village in connection with this Agreement and any submissions, approvals, consents, joinders, or inquiries with respect to this Agreement and the Project. The Village may replace the Village Representative at any time following written notice to the County.

2. **Description of the Project.** The Village shall or shall cause the Fire Station to be designed, engineered, permitted, and constructed within the Village Hall Complex in accordance with the terms and conditions set forth in this Agreement. The Project shall specifically consist of each of the items set forth and provided for in the Building Program attached hereto as Exhibit “B”.

Parking. In addition to the elements in the Building Program, the Village shall design, engineer, permit, construct and provide the County with no less than 8 parking spaces being constructed within the Village Hall Complex which shall be designated and reserved for the exclusive use of the Fire Station and the County, as well as 7 on-street parking spaces designated and reserved for the exclusive use of the Fire Station and the County in the locations shown in the attached Exhibit “C.”.

2.1 **Generator.** The Village Hall Complex shall include one (1) standby generator, which shall provide emergency power to the Village Hall Complex.

3. **Project Phases.**

3.1 **Generally.** The Village shall be responsible for seeking and obtaining any and all approvals and Permits necessary to undertake the Project, including but not limited to:

3.1.1 all plat approvals, temporary plats, and waivers of plat, as applicable,

3.1.2 all re-zoning or zoning variances necessary to develop the Project,

3.1.3 all approvals needed from governmental and regulatory agencies, including but not limited to, Miami-Dade Water and Sewer Department, MDR in its regulatory capacity, and the Regulatory and Economic Resources Department (“**RER**”) Division of Environmental Resources Management,

3.1.4 building permits,

3.1.5 all maintenance of traffic plans, permits and approvals needed to do work on the Project, and any road, alley, and/or public right of way closures,

3.1.6 all temporary construction easements or licenses for staging or otherwise from any third parties necessary to effectuate the construction of the Project, and

3.1.7 relocation or connections of utilities and utility easements.

3.2 In connection with the proposed Project, the County agrees, through its County Mayor, or County Mayor's designee, reasonably cooperate with the Village, and to execute any documents that may be reasonably requested by the Village to accomplish the development of the Project. However, any and all costs and/or expenses associated with securing approval for any such applications for the Project shall be the sole and absolute responsibility of the Village (subject to the County's funding obligations set forth in Section 5 of this Agreement).

3.3 Design Phase. The Village has selected the Architect to design and engineer the Village Hall Complex. Under the terms of the agreement with the Architect, the Architect is obligated to provide the Village with a full set of Construction Documents and to deliver to the Village progress Design Development Documents at thirty percent (30%) completion, sixty percent (60%) completion and one hundred percent (100%) of completion. The Village is responsible to ensure that the Architect and any other subconsultants act and provide services for the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, which includes consultation with and approval by the County, as set forth herein. In undertaking the development, design, and permitting of the Project, Village shall cause its Architect to comply with, all Applicable Laws.

3.3.1 The 30%, 60% and 100% Design Development Documents shall be consistent with the Building Program and, with respect to the 60% and 100% Design Development Documents, shall be consistent with the 30% and 60% Design Development Documents, respectively, previously approved by the County. 30%, 60% and 100% Design Development Documents shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, if applicable, locations of ingress and egress to and from the Fire Station, curbs, gutters, parkways, lighting, mechanical systems, plumbing systems, HVAC, electrical systems, doorways/entryways for vehicles, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. For each submittal of documents required herein, Village shall submit two (2) sets of prints to the County, with the date noted on each print, along with two CADD / Revit / any applicable electronic files CDs with such drawings.

3.3.2 At each stage of completion, the Village shall provide the County with a copy of the Design Development Documents. At each stage, the County shall have the right to review, comment and request changes to the Design Development Documents, but only those portions that relate to the Fire Station and associated parking. In each instance that the County reviews the Design Development Documents as provided hereunder, it shall have up to fifteen (15) days to complete such review and provide a complete set of comments and proposed revisions to the Village. In the event the County provides no comments within the fifteen (15) day period, the Design Development Documents will be deemed approved as submitted by the Village. The County shall not be unreasonable in exercising its approval and comment rights hereunder. Village shall exercise reasonable diligence in resolving any objections by the County to the 50% completed

Construction Plans and thereafter submit the revised 50% completed Construction Plans to the County.

3.3.3 The Village shall exercise reasonable diligence in resolving any objections by the County and shall act reasonably to cause the Architect to incorporate all of the County's comments and revisions consistent with the terms of this Agreement and to resubmit the corrected Design Development Documents to the County. Notwithstanding anything to the contrary contained in this Agreement, the Village shall have no obligation to incorporate the County's comments and revisions to the extent they would result in a material increase in construction costs of the Project, unless: (a) the County's comments and revisions are required to comply with the Building Program or previously approved Design Development Documents; (b) the County's comments are required to comply with Applicable Law; (c) the functionality, safety or utility of the Fire Station would be materially and adversely affected if the County's comments and revisions are not addressed; or (d) the County agrees to reimburse the Village for such increased cost and the Parties agree, in writing, on revising the funding schedule contained in Section 4.1.2.

3.3.4 The final, 100% completed Design Development Documents shall, in addition to the requirements set forth in subsection 3.3.1 above, include and show, all elements, structures, and systems of the Project sufficient to enable reasonably accurate cost estimates and to enable the County to make an informed judgment about the design and quality of construction. The 100% completed Design Development Documents shall be in a final condition such that they are ready to be submitted for permitting approval. When the final 100% completed Design Development Documents are complete and approved by the County, these shall be deemed the Construction Plans and Village shall deliver to the County three (3) sets of the Construction Plans, including one Mylar set or CADD file and specifications and working drawings for the Project, which are signed and sealed by the Architect. In the event any change is proposed to the Construction Plans, other than minor revisions to the Project, then Village must submit the proposed changes to the Construction Plans for the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and the County shall have fifteen (15) days following receipt from Village to review and approve and/or provide comments to the proposed changes to the Construction Plans.

3.4 Permitting and Construction Phase.

3.4.1 Upon completion of the Construction Plans, the Village shall apply for and obtain all required governmental Permits for the construction of the Project, including a building permit from the Village's Building Department. The Village shall hire an experienced licensed general contractor as the Contractor for the Village Hall Complex, and subcontractors to perform all the work in accordance with the Construction Plans and the Permits. The Contractor shall provide a performance and payment bond(s) for the Project that complies with all requirements of Applicable Law, including but not limited to, section 255.05, Florida Statutes and which shall name the County as an additional insured and beneficiary and oblige thereof. The contract with the Contractor shall be consistent with the terms of this Agreement and shall include, at a minimum, the following provisions:

(i) Require that the County be specifically identified as a third-party beneficiary in the contract with the Contractor;

(ii) Indemnity and insurance provisions whereby the Contractor shall indemnify and hold harmless the County to the same extent as it does with respect to the Village;

(iii) Provisions requiring the Contractor to provide, maintain, and submit monthly updated schedules in an electronic schedule in the critical path methodology ("CPM") format in a format as designated in the technical specifications (e.g., Microsoft Project, Primavera, etc.);

(iv) Provisions requiring that the Contractor provide the County, promptly upon the County's request, any books, records, schedules, or documents relating to the Project that are sought by the County;

(v) Provisions prohibiting the Contractor and all of its subcontractors from discriminating against any employee or applicant for employment in the performance of the work for the Project with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry;

(vi) Provisions requiring the Contractor to warrant its work to be free from all defects and to be in good and workmanlike conditions for a period of one (1) year from Substantial Completion and where the County is named an express, third-party beneficiary of such warranties; and

3.4.2 Requirements that the Contractor comply with all Applicable Laws. The Village shall secure builders risk insurance on the Project and an endorsement or rider listing the County as an additional insured.

3.4.3 Any approval by the County to changes to the final Construction Plans in accordance with subsection 3.3.3 above shall be given solely in the County's proprietary capacity and shall not be deemed as a substitute for approval from any governmental agency which issues Permits and whose approval of modifications is required.

3.4.4 The Village shall be responsible for managing, directing, supervising, coordinating, and controlling the planning, design, permitting, and construction of the Project in accordance with this Agreement. The Village shall be responsible for the selection, oversight, and management of the Contractor(s) necessary to construct and manage the construction of the Project and that the Contractor acts and provide services for the construction of the Project in a diligent, competent, and professional manner all in accordance with the provisions of this Agreement, including any consultation with and approval by County, as may be required elsewhere in this Agreement. In undertaking the development and construction of the Project, the Village shall comply, and shall cause its Contractor to comply with, all Applicable Laws. In order to fulfill these obligations, the Village may contract for the management of the

construction of the Project, under the supervision of an individual or firm with experience in the management of governmental buildings and projects.

3.4.5 Sustainability Requirements. The Village shall comply with the County's Sustainable Buildings codified in section 9-71, et al. of the Code of Miami-Dade County, FL ("County Code") and Miami-Dade County Implementing Order 8-8 ("**Sustainable Buildings Program**") with respect to the design and construction of the Fire Station and associated parking. The primary mechanism for determining compliance with the Sustainable Building Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. Village shall and shall require Contractor to consider the implications of sea level rise on the Project and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

3.4.6 A Capital Project Manager (the "CPM") who is the same or different than the County Representative may be assigned by the County to the Project. The CPM may monitor compliance with the terms and conditions of this Agreement and the Construction Plans and perform periodic site visits and reviews to monitor compliance with the Construction Plans and progress of work. The Village shall allow participation of the CPM to all of the progress meetings, construction meetings, and site visits related to the Project.

4. Development Schedule.

4.1 Subject to the occurrence of Force Majeure events, the Village shall, in the development of the Project, meet the following deadlines:

4.1.1 The Village shall achieve Commencement of Construction by August 30, 2025.

4.1.2 The Village shall achieve Substantial Completion of the Project, including the Fire Station by October 30, 2027. Substantially complete means that a County can occupy and use the Project for its intended purpose with only minor, non-material, punch list work remaining unfinished ("Substantial Completion").

4.1.3 The Village shall achieve Final Completion of the Project, including the Fire Station, within ninety (90) days of the date of Substantial Completion.

5. Funding. The Village has estimated that the Project Costs (including the interior buildout) and all other development costs of: (a) the Project shall be \$45,000,000 ("Total Project Cost"); and (b) the full cost of the design, engineering, permitting and construction of the Fire Station portion of the Project shall be \$12,000,000.00 ("Total Station Cost"). The County has agreed to pay the County Contribution towards the Total Station Cost and the Village has agreed to contribute and pay for all other Project Costs, including all costs for the Fire Station beyond the

County Contribution. If the: (i) Total Station costs exceed the \$12,000,000.00 estimate; and/or (ii) Project Costs exceed the \$45,000,000.00 estimate, the Village shall be responsible for all cost overruns and for identifying, securing, and paying for all costs above and beyond said \$12,000,000.00 and \$45,000,000.00, respectively. The County Contribution shall only be used for the capital improvements needed for the Fire Station and for no other purposes whatsoever.

5.1 As of the Effective Date, the Village and the County understand and acknowledge that the Village has not identified nor secured the funds necessary to pay for the Total Project Cost. Accordingly, and notwithstanding anything in this Agreement to the contrary, the County shall have no obligation to make any payments to the Village unless and until the Village has provided the County with evidence reasonably acceptable to the County that it has secured all funds necessary to fund the Total Project Cost (except for the County Contribution which shall be provided by the County). The Village acknowledges and agrees that it shall be required to identify and secure the funds necessary for the Total Project Cost before the selection of and execution of a contract with the Contractor for the Village Hall Complex.

5.2 Upon satisfaction by the Village of the conditions precedent to the County's funding obligations set forth in subsection 5.1 above, the County has agreed to make payment to the Village in four (4) separate installments following completion by the Village of four (4) milestones as follows:

5.2.1 Upon Commencement of Construction, the amount of \$2,000,000.00;

5.2.2 Upon receipt of certification from the Architect that, in the Architect's professional judgment, construction of the Project overall and the Fire Station by itself has achieved 50% completion, the amount of \$2,425,000.00;

5.2.3 Upon Substantial Completion of the Project, the amount of \$2,000,000.00; and

5.2.4 Upon Final Completion of the Project, the amount of \$1,000,000.00.

5.3 Upon completion of each of the milestones set forth in subsection 5.2 above, the Village shall submit a Draw Request to the County along with supporting documentation to evidence that each of the applicable milestones have been achieved. Unless the County requests additional information or objects to the Draw Request, in each case in writing, the County shall make payment to the Village via wire transfer pursuant to the written wire transfer instructions provided by the Village to the County within 30 days of the County's receipt of the Village's Draw Request.

6. **Continuation of Services.** The Village understands and acknowledges that: (a) the County Contribution are a significant contribution and commitment of the County, and specifically of the Miami-Dade Fire Rescue District, to invest in capital infrastructure within the boundaries of the Village for public safety purposes; (b) the County has made this investment with the understanding and expectation that the Village will remain part of the Miami-Dade Fire and Rescue District; and (c) if the Village elects to withdraw from the Miami-Dade Fire Rescue District, the County will require repayment of its investment in the Fire Station in accordance with

the schedule set forth and attached as Exhibit D. Payment shall be due and owing to the County within 30 days of such election and in the amount due and owing for the applicable year.

7. **Breach; Events of Default.**

7.1 Each of the following events shall constitute events of default of the Village hereunder (collectively, the “Village Events of Default”):

7.1.1 If the Village fails to achieve Substantial Completion of the Project on or before the project schedule deadline set forth in Section 4.1 above; and

7.1.2 a material breach by the Village of its obligations under this Agreement to the extent the Village fails to cure such breach within thirty (30) days of receipt of notice from the County in respect thereof; provided that, to the extent such breach is not capable of being cured within such thirty (30)-day period, the Village shall have such longer period (but no more than ninety (90) additional days) to cure such breach provided the Village commences the cure of the breach within the initial 30 day cure period and thereafter diligently pursues same to completion; and

7.1.3 use by the Village of any part of the County Contribution for costs and expenses not permitted under this Agreement, unless such funds are returned to the County within five (5) Business Days following receipt of notice from the County in respect thereof.

7.2 Each of the following events shall constitute events of default of the County hereunder (collectively, the “County Events of Default”):

7.2.1 a material breach by the County of its obligations under this Agreement to the extent the County fails to cure such breach within sixty (60) days of receipt of notice from the Village in respect thereof; provided that, to the extent such breach is not capable of being cured within such sixty (60)-day period, the County shall have such longer period (but no more than ninety (90) additional days) to cure such breach; and

7.2.2 a failure by the County to release a payment of the County Contribution pursuant to Section 5 to the extent the County fails to make the payment in question in a timely manner as set forth in Section 5 above.

8. **Termination.**

8.1 This Agreement may be terminated by the County upon the occurrence and during the continuance for more than 180 days of a Village Event of Default.

8.2 This Agreement may be terminated by the Village upon the occurrence and during the continuance for more than 180 days of a County Event of Default.

9. **Remedies.** Subject to the limitations of liability otherwise expressly set forth in this Agreement, upon the occurrence and during the continuance of a County Event of Default or a Village Event of Default, the County or the Village, as applicable, shall have all rights at law and equity, including a demand for specific performance, to address any material breach of this

Agreement; provided, however, that for a Village Event of Default under subsection 6.1.1. of this Agreement, the Village shall be liable to the County in the amount of \$7,500.00 per month or any part thereof beyond the scheduled date for Substantial Completion that the Village requires to achieve Substantial Completion for the Project ("Liquidated Damages") and the County may deduct such Liquidated Damages from any future payments owing to the Village. The parties understand and agree that in the event the Village fails to timely achieve Substantial Completion, the damages to the County are substantial and difficult to measure and quantify and that the measure of Liquidated Damages is the parties' reasonable estimation of the injury to the County resulting therefrom and not a penalty. Notwithstanding and prevailing over the foregoing, nothing in this Agreement shall prevent either party from seeking relief on an emergency or temporary basis from a court of competent jurisdiction to the extent that a breach by another party of this Agreement causes an immediate threat to the life and safety of the public or an immediate and significant threat or risk of loss to property.

10. **Representations and Warranties.**

10.1 The County hereby represents and warrants to the Village that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the County have the authority to bind the County and to enter into this transaction, and the County has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

10.2 The Village hereby represents and warrants to the County that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Village have the authority to bind the Village and to enter into this transaction, and the Village has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by all necessary action of the Village and constitutes a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

11. **Miscellaneous.**

11.1 **Notices.** All notices, demands or requests to the County or to the Village, as applicable, shall be deemed to have been properly served or given, if addressed to:

Village:

North Bay Village,
Attention: Village Manager

1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
Email: villagemanager@nbvillage.com

with a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Haydee Sera, Esq.,
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Email: hsera@wsh-law.com

And to such other address and to the attention of such other party as the Village may, from time to time, designate by written notice to the County. If the Village at any time during the term hereof changes its office address as herein stated, the Village will promptly give notice of same in writing to the County.

County:

111 NW 1st Street, 29th Floor
Miami, Florida 33128,
Attention: County Mayor
Email: mayor@miamidade.gov

with a copy to:

111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: Monica Rizo Perez, County Attorney
Email: monica.rizo@miamidade.gov

with a copy to:

Miami-Dade Fire Rescue Department
Attention: Maria L. Reyes, CPA
Assistant Director, Budget, Finance & Administration
9300 NW 41 Street
Doral, FL 33178
Email: maria.reyes@miamidade.gov

And to such other addresses and to the attention of such other parties as the County may, from time to time, designate by written notice to the Village. If the County at any time during the term hereof changes its office address as herein stated, the County will promptly give notice of same in writing to the Village.

All notices, demands or requests shall be sent by: (i) United States registered or certified mail, return receipt requested, (ii) hand delivery, (iii) nationally recognized overnight courier, or (iv) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within twenty-four (24) hours of the electronic transmission. All postage or other charges incurred for transmitting the aforementioned shall be paid by the party sending same and shall be deemed served or given on the earlier of: (x) the date received, (y) the date delivery of such notice, demand or request was refused or unclaimed, or (z) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

11.2 **Unavoidable Delays.** In the event that either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of (i) a Force Majeure event, or (ii) a breach by another Party of any of its obligations under this Agreement, then such delay in the performance of such act shall be excused with performance extended for a period equivalent to the period of such delay; provided, however, that in no event shall the date of Substantial Completion extend beyond October 30, 2027.

11.3 **Indemnification.** The Village shall (subject to the limitations of section 768.28, Florida Statutes) and shall cause its Contractor to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and cost 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 this Agreement by the Village's, the Contractor's or its employees, agents, servants, partners, principals or subcontractors negligence, gross negligence, willful misconduct or illegal misconduct. The Village shall or shall require its Contractor, as applicable, to 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, judgements and attorney's fees which may issue thereon. Village expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided and shall inform Contractor of such in writing. The Village and Contractor shall have no obligation to indemnify County for any liability, losses or damages to the extent such liability, losses or damages are solely the result of the County's negligence, gross negligence, or willful misconduct.

12. **Insurance.** Prior to the Commencement of Construction, the Village shall cause its Contractor to furnish to **Miami Dade County** Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
- Commercial General Liability Insurance in an amount not less than \$10,000,000 per occurrence, and \$10,000,000 in the aggregate, not to exclude Explosion Collapse and

Underground Hazards and Products & Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.

Design & Construction Phase

In addition to the insurance required above, the Village shall cause its Contractors to provide **Miami Dade County**, Certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Architect and/or licensed professional lead Contractor providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the Project in an amount not less than \$2,000,000 per claim. For licensed professionals subcontracted by the lead Architect and/or lead Contractor providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project, coverage shall not be less than \$1,000,000 per claim.
- If any required insurance purchased by the Village, contractor, subcontractor, and Architect has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than ten years after the project completion date and shall have a retroactive date to the date of first design. A practice program that annually renews for ten years will meet this requirement.
- Builders' Risk Builders' Risk Insurance on an "all risk" basis not to exclude Windstorm & Hail including named Storm and Flood in an amount not less than one hundred (100%) percent of the insurable value of the Fire Station. Coverage shall remain in place until final completion of construction as evidenced by the issuance of a Certificate of Completion. The policy shall be in the name of the Village, Miami Dade County, and the Contractor. This insurance is to be maintained until final completion of the Project (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami Dade County.
- Pollution Liability insurance, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination

or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

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 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 Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY

111 NW 1st STREET, SUITE 2340

MIAMI, FL 33128

The insurance requirements above may be satisfied through a combination of primary and excess insurance.

NOTE: The Risk Management Division (“RMD”) of Miami-Dade County Internal Services Department (or any successor department) reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions, or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this Agreement. Village shall submit bonds and insurances for review and approval no later than thirty (30) calendar days before expected Commencement of Construction date. Mobilization shall not take place until such approvals have been issued by RMD.

If, in connection with the future renewal of any insurance which the Village is required to maintain or procure hereunder, any insurance term is either not available to the Village in the North American insurance market or is subject to an insurance premium that is not commercially reasonable in light of the coverage provided, the Village shall notify the County and shall thereafter procure available and commercially reasonable insurance that reasonably covers the relevant risk, if any.

The insurance company must be rated no less than “A-” as to management, and no less than “Class VII” as to strength, by A.M. Best Company, Oldwick, New Jersey

or

The insurance 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.

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI FL 33128**

13. **Right to Inspect and Receive Information.** The County shall be given an opportunity to inspect the construction work and materials and to review construction documents as reasonably necessary to verify that the work and materials are in general conformance with the Construction Plans. The County shall receive in writing from the Village and its Contractor on a regular basis, and no less than semi-monthly, information regarding the progress of the Project through each design phase and the construction of the Project. During construction, the County shall receive advance notice of and have the right to attend all scheduled construction meetings, and the right to inspect the project at all reasonable times, subject to reasonable restrictions imposed by the Village or Contractor. The Village shall require its Contractor to make itself reasonably available to the County throughout the duration of the construction work in order to keep the County reasonably informed. Any rights that the County has under this section shall not be the basis for any liability to accrue to the County from the Village, its Contractor or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation.

14. **Inspector General Reviews/Audit & Compliance.**

14.1 **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice from the County, Village shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of Village in connection with, and as and when provided under, this Agreement.

14.2 **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records, and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to Village. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Miami-Dade County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the Agreement. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Village, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but

not limited to project design, specifications, proposal submittals, activities of Village, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village from the Inspector General or IPSIG retained by the Inspector General, Village shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village, copy all such documents and records in the Village's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Village shall include the requirements of the Inspector General in its contract with the Contractor.

15. **Florida Public Records Act.** As it relates to this Agreement, pursuant to Section 119.0701 of the Florida Statutes:

- (a) Village understands, agrees, and acknowledges that this Agreement and Village's operations thereunder are subject to the provisions of Chapter 119 of the Florida Statutes commonly referred to as "Florida's Public Records Laws".
- (b) For purposes of this section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business of the County.
- (c) IF THE VILLAGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VILLAGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Natalia Jaramillo – Public Records Custodian
111 NW 1st Street
29th Floor
Miami, FL 33128
MayorPublicRecords@miamidade.gov
305-375-1880

- (d) Village is required to keep and maintain public records required to perform under this Agreement and, upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by applicable law.

- (e) Village shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of the Agreement term and following completion of the Agreement if the Village does not transfer the records to the County.
- (f) Upon completion of the Agreement, Village shall transfer, at no cost, to the County all public records in possession of the Village or keep and maintain public records required by the County to perform the service. If the Village transfers all public records to the County upon completion of the Agreement, the Village shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Village keeps and maintains public records upon completion of the Agreement, the Village shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- (g) If the County does not possess public records responsive to a request to inspect or copy public records relating to this Agreement, the County shall immediately notify the Village of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (h) If Village does not comply with a request for records, it shall be a material breach of this Agreement and the County shall have the right to the remedies set forth in Section 8 of this Agreement. In addition, if Villages fails to provide the public records within a reasonable time may be subject to penalties under s. 119.10.
- (i) Village's obligations under this section of the Agreement shall survive the termination of this Agreement. Village shall include the requirements of the Inspector General in its contract with the Contractor.

16. **Parties' Rights as Sovereign.** The Parties retain all of their sovereign prerogatives and rights as a county under State of Florida and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that, notwithstanding any provisions of this Agreement and the Parties' status hereunder:

16.1.1 The Parties retain all of their sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) under State of Florida and local law, and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction and development of the Project, or the operation thereof, or be liable for the same;

16.1.2 The Parties shall not, by virtue of this Agreement, be obligated to grant any approvals of application for building, zoning, planning, development or otherwise under present or future Applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project; and

16.1.3 Notwithstanding any provision hereof to the contrary, any County or Village covenant or obligation that may be contained in this Agreement shall not bind the Board, the Village Commission, the County's Regulatory and Economic Resources Department, the Division of Environmental Resources Management, or any other County, city, federal or state department or authority, committee or agency (i.e. any Governmental Authority) to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withhold, or revoked in the discretion of the County or other applicable Governmental Authority in the exercise of its/their police power(s).

17. **Miscellaneous.**

17.1 **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 valid and be enforced to the fullest extent permitted by law.

17.2 **Captions.** The section headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

17.3 **Relationship of Parties.** This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties, the sole relationship between the Parties being that of Parties to this Agreement.

17.4 **Interpretation.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement, which has been drafted by counsel for both the Parties.

17.5 **Consents.** Whenever in this Agreement the consent or approval of the County or the Village is required, such consent or approval:

17.5.1 in the case of the County, shall be made by a County representative on behalf of the County;

17.5.2 shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary in this Agreement, and shall not require a fee from the Party requesting same;

17.5.3 shall not require the expenditure of funds by the Party from whom a consent or approval is sought, unless specifically provided to the contrary in this Agreement;

17.5.4 shall not be effective unless it is in writing; and

17.5.5 shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Village or the County, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

17.6 Amendments. All substantive amendments to this Agreement shall require the prior consent of the Board and the North Bay Village Commission (the "Village Commission") and shall not be effective until the consent of each of those entities is obtained, and any amendments shall only be effective thereafter if reduced to writing and executed with the same formality as this Agreement. The Board hereby delegates approval rights for any non-substantive amendments to the County Mayor. The Village Commission hereby delegates approval rights for any non-substantive amendments to the Village Manager.

17.7 Entire Agreement. This Agreement and exhibits attached were approved by the Board of County Commissioners of Miami-Dade County, Florida and the Village Commission and, together with the Lease, contains the entire agreement with respect to the construction of the Project between the Parties hereto and supersedes all prior agreements, whether written or oral.

17.8 Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the County, its successors and assigns, and the Village, its successors and assigns, except as may be otherwise provided herein. Any Village assignment shall be subject to the prior approval of the County Mayor. Any County assignment shall be subject to the prior approval of the Village Manager.

17.9 Governing Law and Venue. This Agreement shall be governed by the laws in the State of Florida and venue for any legal proceeding shall be in Miami-Dade County, Florida. In the event of litigation or other dispute, each Party shall bear its own attorneys' fees and costs.

17.10 Cooperation. The Parties agree to cooperate with each other to the fullest extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement.

17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

17.12 Compliance by the Parties. Throughout the Term, the Parties, at their own cost and expense, shall promptly comply with all Applicable Laws. To the extent that the Village's compliance shall require the cooperation and participation of the County, the County agrees to use its best efforts to cooperate and participate.

17.13 Conflicts. The event of a direct conflict between the terms and conditions of this Agreement and any other agreement between the Parties related to the Project, the terms and conditions of this Agreement shall prevail.

17.14 Limitation on Liability. Neither Party shall be liable to the other Party for any incidental or consequential loss or damage whatsoever, including lost profits, arising from the rights of such Party hereunder.

17.15 Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

17.16 Effective Date. The effective date of this Agreement shall mean the date written on the first page of this Agreement, and shall be the date that this Agreement is fully executed by all Parties including execution by the County Mayor or County Mayor's designee; such execution shall not occur until Board of County Commissioners' approval of this Agreement, which approval shall not be effective until the earlier of (i) the date the Mayor of Miami-Dade County indicates approval of such BCC action, or (ii) the lapse of ten (10) days without the Mayor's veto. In the event that the County Mayor vetoes the BCC approval, the BCC approval shall not be effective in the absence of an override of the County Mayor's veto that shall be at the next regularly scheduled meeting of the BCC after the veto occurs.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the County has caused this Agreement to be executed in its name by the County Mayor or County Mayor's designee; as authorized by the BCC, and the Village has caused this Agreement to be executed by its respective duly authorized representative all on the day and year first written above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

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

JUAN FERNANDEZ-BARQUIN
CLERK

By: _____
County Mayor or Mayor's Designee

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
JUAN FERNANDEZ-BARQUIN, CLERK

Approved by County Attorney as to form and legal sufficiency

Print Name: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

VILLAGE:

NORTH BAY VILLAGE, A FLORIDA
MUNICIPAL CORPORATION

By: 
Print Name: Frank Rollason
Village Manager
Pursuant to Resolution No. 2024-065

Attest:

By: 
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: 
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

EXHIBIT A
LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**"), is being entered into and made effective this ____ day of _____, 20____ ("**Effective Date**"), between North Bay Village, a Florida municipal corporation ("**Landlord**"), and Miami-Dade County, a political subdivision of the State of Florida ("**Tenant**"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of an approximately 12,500 square feet ground-floor fire station and associated parking, located at 1335 79th Street Causeway (Folio No.: 23-3209-001-0060), as shown on the attached Exhibit A ("**Premises**"), for the initial term of ninety (90) years, so long as the Tenant, at all times, remains in compliance with this Lease.

PART I **BASIC LEASE PROVISIONS**

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. LANDLORD:	North Bay Village, a Florida municipal corporation
C. CITY	North Bay Village
D. PRESENT NOTICES, RENT PAYMENTS AND MAILING ADDRESS OF LANDLORD:	1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141
E. PREMISES, ADDRESS, SQUARE FOOTAGE AND FOLIO NUMBER:	Address: 1335 79th Street Causeway Folio Number: 23-3209-001-0060 (see Exhibit "A") Premises consist of approximately 12,500 square foot, ground floor fire station and associated parking
F. PARKING	15 reserved and dedicated parking spaces, eight (8) of which shall be covered parking spaces located within or immediately adjacent to the Village Hall Complex housing the fire station and seven (7) of which shall be located as on-street parking along the West Drive immediately across from the premises as depicted on Exhibit "B"
G. MAILING ADDRESS OF TENANT:	9300 NW 41 st Street, Miami, FL 33178
H. INITIAL TERM:	The initial term of this Lease is for ninety (90) years
I. EFFECTIVE DATE:	The " Effective Date " shall be on the first day of the month following Substantial Completion of the fire station and shall expire ninety (90) years thereafter (the " Expiration Date ").
J. ANNUAL BASE RENT:	The annual base rent (" Annual Rent ") shall be \$1.00 for each of the ninety (90) years of this Lease.
K. PREMISES EXPENSES:	The Tenant is responsible for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and all maintenance and repairs of interior features and elements of the fire station.
L. SECURITY DEPOSIT:	None

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through L), the Standard Lease Provisions below, along with Exhibit A and Exhibit B, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

The Landlord and Tenant acknowledge and agree that in addition to this Lease, there is a Development Agreement dated ____ day of _____, 2024 that also governs the relationship of the parties with respect to the development of the Premises. This Lease shall be interpreted consistently with the terms and conditions of the Development Agreement and all capitalized terms contained herein which are not otherwise defined herein shall have the same definition set forth in the Development Agreement.

PART II

STANDARD LEASE PROVISIONS

TERMS AND CONDITIONS

SECTION 1. DESCRIPTION OF PREMISES: The Landlord recently completed construction of a Village Hall Complex. Landlord hereby leases to Tenant, and the Tenant hereby rents from the Landlord the following:

The Fire Station No. 27 located on the ground floor of the Village Hall Complex and consisting of approximately 12,500 square feet on the ground floor therein ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A" and incorporated herein by reference, along with fifteen (15) reserved parking spaces for Tenant's exclusive use. The 15 parking spaces shall consist of eight (8) covered parking spaces located within or immediately adjacent to the Village Hall Complex and seven (7) parking spaces located as street parking along West Drive immediately across from or adjacent to the premises as depicted on Exhibit "B".

The Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord. Further, the Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Landlord and Tenant have performed or will perform a pre-occupancy inspection of the Premises. The Premises is being leased without furniture. The Premises will include one (1) standby generator, which shall provide emergency power to the Village Hall Complex.

SECTION 2. CONDITION OF PREMISES AND FINAL COMPLETION: Tenant understands and acknowledges that it may occupy the Premises prior to Final Completion of the Village Hall Complex and that access to the Premises may be needed by Landlord and its Architect or Contractor following the Effective Date for such time and is necessary to achieve Final Completion. Landlord shall provide Tenant with reasonable notice to be not less than 24 hours of any such needed access to the Premises and Tenant shall reasonably cooperate with Landlord in order to allow Landlord to achieve Final Completion of the Village Hall Complex, including the Fire Station. Following Final Completion, Landlord warrants and represent to Tenant that, for one (1) year following the date of Final Completion ("Warranty Period") the Premises shall be: (a) completed in a good and workman like manner, free from all defects and with all systems, plumbing, electrical and mechanical systems fully functioning; and (b) suitable for use and operation as a fire station by Tenant.

Landlord, at its sole cost and expense, shall be responsible for all improvements necessary to achieve Final Completion of the Fire Station and for obtaining, securing and/or maintaining any and all permits and licenses, including any occupancy license(s). Landlord shall also be responsible to ensure that, prior to the

Effective Date, there is installed at its cost and available separately metered electric, water and sewer utility lines for the Premises.

During the Warranty Period, Landlord shall immediately correct or require its Contractor to correct, at Landlord's sole cost and expense, any deficiencies in the Premises or the construction work to the Premises that are identified by Tenant. Tenant shall send formal written notice to Landlord of any warranty work that is needed and, so long as such notice is sent prior to the expiration of the Warranty Period, Landlord is required to complete any necessary repairs, corrections or warranty work if same occurs following the expiration of the Warranty Period. Following the expiration of the Warranty Period, Landlord warrants and represents to Tenant that the Landlord shall maintain the Premises in accordance with Section 17 of this Lease, and Tenant shall also be responsible in accordance with Section 18 of this Lease.

SECTION 3. TERM: The term of this Lease shall commence on the Effective Date, and Landlord and Tenant agree that this Lease is scheduled to terminate on the Expiration Date, which is ninety (90) years from the Effective Date (hereinafter the "**Term**").

Further, the parties agree that the Tenant shall have the right to terminate this Lease upon ninety (90) days prior written notice to the Landlord. However, any financial obligations due and owing to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

This Lease shall terminate on the Expiration 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. Should the Tenant desire to continue leasing the Premises, the Tenant shall notify the Landlord, in writing, of the Tenant's interest to continue leasing the Premises, at least one-hundred and eighty (180) days prior to the Expiration Date.

SECTION 4. RENT: Tenant shall lease the Premises at and for the agreed upon amount of One Dollar (\$1.00) per year, payable annually in advance beginning on the Effective Date, without demand, setoff, or deduction at the Rent Payment Address of the Landlord listed in the Basic Lease Provisions as outlined on page one (1) of this Lease, or at such other place and to such other person, as Landlord may from time to time designate in writing. Tenant may elect to pay the rent in full for the entire Term at any point during the Term.

In addition to the Rent, the Tenant hereby agrees to pay for the costs and expenses for maintaining and operating the Premises, as described in Section 6 of this Lease.

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that the Rent, and all other sums payable by Tenant, shall continue to be payable in all events, unless otherwise expressly provided herein, and that the obligations of the Tenant shall continue unaffected, unless the requirement to pay or perform have been terminated pursuant to the express provisions of this Lease.

SECTION 5. HOLDOVER: In the event the Tenant remains in possession of the Premises after the Expiration Date, or the earlier termination of this Lease, and without the Landlord's prior written consent for any renewal of this Lease, the Tenant shall be deemed to be in holdover, and on a month-to-month tenancy, subject to all of the conditions of this Lease. Nothing herein shall be deemed to permit the Tenant to retain possession of the Premises after the Expiration Date, or the earlier termination of this Lease. This paragraph shall survive the expiration date, or earlier termination of this Lease.

SECTION 6. TENANT PREMISES EXPENSES: The Tenant will assume full responsibility for the following costs and expenses associated with the Premises: electricity provided it is separately metered and any other utilities that are separately metered, security, internet, phone, janitorial, pest control, and, following the Warranty Period, all maintenance and repairs of interior features and elements of the Fire Station.

Tenant shall, during the term hereof, pay any and all charges for water and electricity used by the Tenant and billed separately to the Tenant via separate meters.

SECTION 7. PERMITTED USE: It is hereby understood and agreed that the Premises is to be utilized by the Tenant as a Fire Station and to provide fire rescue services to the community.

Tenant shall cause its business to be conducted and operated in such a manner as to ensure that such operation is in compliance with any and all laws, ordinances, rules and/or regulations, of all federal, state, county, and local governmental agencies.

SECTION 8. ASSIGNMENT-SUBLEASING: Tenant shall neither mortgage, pledge, encumber, nor assign this Lease, nor sublet the Premises, or any part thereof, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord agrees and acknowledges that Tenant may permit a different department or agency of the Tenant to utilize the Premises during the Term of this Lease without the Landlord's consent.

SECTION 9. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's employees, vendors, contractors and/or agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant, Tenant's leasehold improvements or to equipment, furniture, fixtures, or to the personal property of Tenant, or those claiming by, through or under Tenant.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: The Tenant shall promptly comply with any and all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, county, and city government, and of any and all governmental agencies, departments, and bureaus including any taxing authority and/or utility; and the Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense, unless otherwise agree to in this Lease. During the Term of this Lease, if any governmental agency, municipality, utility company requires changes to the Premises or to any of the facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, waste removal, enclosures, fire panels, back flow preventers and/or ADA accessibility), the Landlord hereby agrees that it shall make such changes at its sole cost and expense. The Tenant shall be responsible, at Tenant's sole cost and expense, for any and all desired fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose. If any third-party, including, but not limited to, utility companies, municipalities and contractors, cause damage to the Premises, the Landlord shall be responsible, at its sole cost and expense, for the repair of such damages.

LANDLORD SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR TENANT'S OPERATION OF THE PREMISES.

SECTION 11. SOVEREIGN PREROGATIVES: It is expressly understood that notwithstanding any provision of this Lease and the Tenant's status thereunder:

The Tenant retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the Premises or the operation thereof, or be liable for the same; and the Tenant shall not by virtue of this Lease be obligated to grant the Landlord any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the planning, design, improvement, repair, restoration, construction, and/or operation of the Premises.

No Liability for Exercise of Police Power

The Tenant's rights and obligations, relating to the exercise of its police powers, shall be, notwithstanding and prevailing over any contrary provision in this Lease, or any covenant or obligation that may be contained in this Lease, or any implied or perceived duty or obligation including, but not limited to the following:

- (a) To cooperate with, or provide good faith, diligent, reasonable or other similar efforts to assist the Landlord, regardless of the purpose required for such cooperation;
- (b) To execute documents or give approvals, regardless of the purpose required for such execution or approvals;
- (c) To apply for or assist the Landlord in applying for any county, city or third-party permit or needed approval; or
- (d) To contest, defend against, or assist the Landlord in contesting or defending against any challenge of any nature;

shall not bind the Miami-Dade County Board of County Commissioners, or the Regulatory and Economic Resources Department, or any division thereof, or any other county, city, federal, or state department or authority, committee, or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the Tenant or any other applicable governmental agencies in the exercise of its police power; and the Tenant shall be released and held harmless, by the Landlord from and against any liability, responsibility, claims, consequential or other damages, or losses to the Landlord or to any third-parties resulting from denial, withholding or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever. Without limiting the foregoing, the parties recognize that the approval of any building permit and/or certificate of occupancy will require the Tenant to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Lease, the Tenant shall have no obligation to approve, in whole or in part, any application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver. The Tenant's obligation to use reasonable good faith efforts in the permitting of the use of Premises shall not extend to any exercise of quasi-judicial or police powers, and shall be limited solely to ministerial actions, including the timely acceptance and processing of any requests or inquiries by Landlord as authorized by this Lease. Moreover, in no event shall a failure of the Tenant to adopt any of the Landlord's request or application for any type of permit, license, zoning or any other type of matter requiring government approval or waiver be construed a breach or default of this Lease.

SECTION 12. ABANDONMENT: If Tenant shall fail to occupy, shall abandon, or shall vacate the Premises before the end of the Term of this Lease, except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than one hundred and eighty (180) days (or such longer period upon prior written permission of Landlord), Landlord may, at its option, consistent with

the other terms of this Lease, may seek to terminate this Lease by judicial process. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, the Tenant shall be responsible to satisfy any and all covenants and obligations due to Landlord under the terms of this Lease.

SECTION 13. ATTORNEYS' FEES AND EXPENSES: The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

SECTION 14. UTILITIES: The Tenant hereby agrees that the cost associated with the Premises for utilities include, but are not limited to, charges for water, electricity, and all other utilities and services used or consumed on the Premises that are separately metered shall be put in Tenant's name and paid by the Tenant. The Tenant shall immediately (within thirty (30) days) place any and all separately metered utilities in its own name.

SECTION 15. SECURITY INTEREST; LANDLORD'S LIEN: The parties hereby acknowledge and agree that due to the Tenant's nature as a governmental entity it is unable to pledge or assign to the Landlord any of the furniture, fixtures, equipment, goods and chattels belonging to the Tenant, which shall or may be brought or put on the Premises, as security for the payment of the Rent, and/or other charges.

SECTION 16. LANDLORD'S ACCESS: The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, and with at least forty-eight (48) hours prior written notice (except in the event of emergency), and without materially interfering with the conduct of the Tenant's business, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, and to make certain that the Premises is being used in accordance with this Lease, or to exhibit the Premises, and to put or keep upon the doors or windows thereof a notice "for rent", "for lease" or "available" at any time within two (2) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Premises. Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities. In the event of an emergency, the Landlord, and/or its employees and/or agents, shall have the right to immediately gain entry into the Premises without any prior notice and/or warning to the Tenant.

SECTION 17. LANDLORD'S MAINTENANCE AND REPAIR: In addition to Landlord's obligations during the Warranty Period, following the expiration of the Warranty Period, the Landlord agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease, or any extension or renewal thereof, at its sole cost and expense: (a) the exterior and structural walls and elements of the Fire Station and Premises, (b) landscaping, walkways, and sidewalks outside Village Hall Complex (c) exterior features of the Village Hall Complex, (d) the parking facilities including all necessary paving, repaving, lighting and striping, (e) exterior lighting or safety features for the Village Hall Complex, (f) keeping all exterior areas safe and free of any health hazard; (g) maintain the exterior of the Village Hall Complex and parking areas in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (h) keep any garbage, trash, rubbish and/or other refuse for the Village Hall Complex other than the Premises in safe containers that do not encourage the existence of vermin; (i) cause to have all garbage, trash, rubbish, and refuse for the Village Hall Complex removed on a daily, weekly, or as needed basis to ensure cleanliness; and (j) prevent any objectionable odors to emanate or to be dispelled from the Village Hall Complex (other than the Premises).

Any damage or injury sustained by any person because of Landlord's failure to abide by its maintenance and repair responsibilities set forth herein is the responsibility of Landlord, shall be paid for by Landlord, and Landlord shall indemnify and hold Tenant harmless in accordance with indemnification provisions set forth herein.

SECTION 18. MAINTENANCE AND REPAIR: The Tenant agrees to maintain and keep in good repair, condition, and appearance, during the Term of this Lease following the expiration of the Warranty Period, at its sole cost and expense the repair and replacement of all interior features and elements of the Fire Rescue District Station, including interior fixtures, drywall, the HVAC system, plumbing and electrical solely as it pertains to the Fire Rescue District Station. Tenant shall be responsible for keeping the Premises safe and free of any health hazard.

In regards to the general maintenance and occupancy of the Premises, the Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse generated in the Premises in safe containers that do not encourage the existence of vermin; (c) keep all mechanical equipment apparatus free of unreasonable vibration and noise which may be transmitted beyond the Premises and/or which could disturb other occupants of the Village Hall Complex; and (d) prevent any objectionable odors to emanate or to be dispelled from the Premises.

Tenant acknowledges and agrees in accordance with Section 19 of this Lease below, that it is permitted to improve the Premises, at its sole cost and expenses, by making certain improvements, and thereafter maintain and repair the Premises consistent with such improvements, so long as the Tenant first secures the Landlord's written consent to make such improvements (which consent may not be unreasonably withheld, conditioned or delayed). Upon completion of any such improvements, the Tenant shall properly maintain and repair such improvements throughout the Term of this Lease. Upon return of the Premises to the Landlord, any and all such improvements shall become the sole property of the Landlord, without any compensation to the Tenant, excepting only reasonable wear and tear arising from the use thereof under this Lease.

Tenant, at its sole cost and expense, shall do the following, including, but not limited to, maintaining the interior of the Premises including the walls, cabinets, appliances, hardware, flooring, windows, doors, and frames.

SECTION 19. TENANT IMPROVEMENTS; INSTALLATION BY TENANT: Tenant, at its sole cost and expense, may make such alterations and/or improvements to the Premises that it shall deem reasonably necessary to place the Premises in such a state or condition that the Tenant may use it for the purposes described in this Lease, so long as such alterations and/or improvements that require building permits and consist of construction are first approved by the Landlord in writing (which consent may not be unreasonably withheld, conditioned or delayed).

Prior to commencing any alterations, improvements or repairs to the Premises, the Tenant must deliver all plans, specifications and scheduling for any construction, repairs, or other improvements, at its sole cost and expense, to the Landlord, at least thirty (30) days before the commencement of any work.

The Tenant acknowledges and agrees that the Landlord may review and approve all of the Tenant's plans, including but not limited to architectural plans, to facilitate any construction, alterations, additions, and/or any other improvements to the Premises. The Landlord, and/or its employees and/or agents, shall have the right to enter the Premises during all reasonable hours, upon forty-eight (48) hours prior written notice, in coordination with Tenant, to examine the construction, alterations, additions, and/or structural

improvements of the Premises, as may be underway. The Tenant covenants and agrees to obtain all necessary permits, licenses, and approvals as required by any local municipality, as applicable, and that all alterations and improvements shall be in conformance with all applicable laws. All additions, or improvements shall be and remain part of the Premises at the expiration of this Lease or any extension thereof. Upon completion of any construction, alterations, additions, and/or other improvements, the Tenant shall promptly deliver a copy of its Certificate of Occupancy or Certificate of Completion, as applicable, to the Landlord, and in no event later than thirty (30) days following Tenant's receipt thereof. If Tenant undertakes any material modifications to the Premises, it must provide Landlord with copies of the final architectural plans for the Landlord's records.

All work in the Premises will be performed in a good and workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Tenant's work shall be performed without any unreasonable interference and/or unreasonable disruption to Landlord, or any adjacent landowner or occupier of space.

The Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord "releases" or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from 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 Premises unless same is the subject of a good faith dispute.

The Tenant acknowledges and agrees should it make any alterations and/or improvements to the Premises, and as a result of such alterations and/or improvements it is determined by a governmental entity that further improvements to the Premises are necessary in order to comply with the American with Disabilities Act (and related state and local laws and regulations), then the Tenant shall be solely responsible for making such improvements to ensure that the Premises complies with the American with Disabilities Act, along with any and all amendments, and/or additions, as well as with any and all Florida accessibility requirements, including, but not limited to, the Florida Americans with Disability Accessibility Implementation Act, including Sections 553.501-553.513, Florida Statutes, and shall immediately bring the physical components of the Premises into compliance.

If the Tenant's construction or repair activities or other actions relative to the 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, and (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.

All leasehold alterations and/or improvements installed on or about the Premises at any time, whether by or on behalf of the Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date, or any extension or renewal thereof, or upon such earlier termination or cancellation as provided for in this Lease), all such leasehold improvements (excluding any fixtures that may be removed without damage to the Premises) shall be deemed to be part of the Premises, and shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in the Landlord without payment of any kind or nature to Tenant. Tenant may, however, remove and retain ownership of all fixtures that Tenant paid for and that may be removed without damage to the Premises.

Should the Tenant bring and/or add any additional furniture and/or equipment to the Premises, which personal property can be removed without damage to the Premises, such shall remain the Tenant's property

and may be removed from the Premises, in accordance with the terms and conditions of this Lease, upon the Expiration Date.

SECTION 20. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, personal representatives, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord has given written consent to a particular assignment.

SECTION 21. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

SECTION 22. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To Landlord:

North Bay Village,
Attention: Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
Email: villagemanager@nbvillage.com

with a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.,
Attention: Haydee Sera, Esq.,
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
Email: hsera@wsh-law.com

To Tenant:

111 NW 1st Street, 29th Floor
Miami, Florida 33128,
Attention: County Mayor
Email: mayor@miamidade.gov

with a copy to:

111 NW 1st Street, Suite 2810
Miami, Florida 33128
Attention: Monica Rizo Perez
County Attorney
Email: monica.rizo@miamidade.gov

with a copy to:

Miami-Dade Fire Rescue Department
Attention: Maria L. Reyes, CPA
Assistant Director, Budget, Finance & Administration
9300 NW 41 Street
Doral, FL 33178
Email: maria.reyes@miamidade.gov

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

SECTION 23. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 24. INSURANCE: The parties hereby acknowledge and agree that the Tenant is a governmental entity, and is self-insured, and therefore shall not be required to secure or maintain any type of insurance.

SECTION 25. REPRESENTATIONS/WARRANTIES: Each party warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject.

SECTION 26. SUBORDINATION AND NON-DISTURBANCE: The Landlord and Tenant hereby agree that this Lease shall be subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, secured by the Landlord, either now or at any time hereafter, or any other lien or liens placed on the property by the Landlord of which the Premises are a part provided that the holder or counterparty to each such mortgage, deed of trust, or other instrument existing now or in the future, executes and records in the public records a non-disturbance agreement in favor of Tenant in a form reasonably acceptable to Tenant. Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage provided a non-disturbance agreement is simultaneously executed. Specifically, if requested by Landlord or Landlord's lender, if any, the Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to the Tenant.

SECTION 27. LIENS: The Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever without the Landlord's prior written consent. This includes any type of lien for materials, labor, utilities or anything related to the Premises.

SECTION 28. DAMAGE, DESTRUCTION, AND CASUALTY (NATURAL DISASTER): Tenant shall be responsible for and shall repair any and all damage caused to the interior of the Premises as a result of Tenant's use of the Premises or any vandalism, malicious mischief, or criminal acts thereto and the Landlord shall be responsible and shall repair any and all damage caused to the exterior of the Premises as a result of vandalism, malicious mischief, or criminal acts. The Tenant or Landlord, as applicable, shall

immediately notify the Landlord, or Tenant, as applicable and in writing, upon discovering any damage and/or destruction to the Premises.

If the Premises is totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event") such that it cannot reasonably be repaired or restored within 500 days, either party may terminate this Lease by giving the other party thirty (30) calendar days' advanced written notice and Landlord shall have no obligation to rebuild or repair the Premises. If the Premises is destroyed or damaged as a result of a Casualty Event such that it can be repaired or restored in less than 500 days, then Landlord shall promptly commence all such reconstruction and repairs and Tenant will diligently assist Landlord in seeking and obtaining all government relief grants, insurance proceeds or other funds available from third parties to restore or reconstruct the Premises.

If this Lease is terminated as provided in this Section, all of Tenant's obligations under this Lease shall cease, effective from the date of the Casualty Event. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premises after a Casualty Event, Tenant shall be obligated to pay Rent, maintain the Premises, and pay for all Premises Expenses related to the Premises. All construction and/or repairs by Landlord shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced.

If this Lease is not terminated, Tenant shall be responsible for the restoration or reconstruction of the interior of the Premises, as well as replacing or restoring all of Tenant's furniture, fixtures and equipment, and signs after the occurrence of a Casualty Event. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall have the option to install hurricane shutters and otherwise protecting the Premises, such as utilizing all appropriate means of protection, at its sole cost and expense. Landlord shall have no obligation, either prior to, or during the periods of hurricane or tropical storm watches and/or warnings, to protect the Tenant's furniture, fixtures, and equipment.

SECTION 29. DEFAULT, CURE PERIOD AND REMEDIES: The Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent within 20 days' notice that any Rent payment or any other sum due hereunder is past due, except for the month of October; or to (ii) faithfully observe all terms, conditions and covenants contained in this Lease. The Landlord shall be in default under this Lease if it fails to faithfully observe all terms, conditions, and covenant contained in this Lease.

Upon any default, the non-defaulting party shall provide written notice to the defaulting party that it is in default of this Lease and shall identify with specificity the provision of the Lease that the defaulting party has violated along with reasonable specificity of the facts surrounding such default. The defaulting party shall then have sixty (60) days to cure the default or, if such longer period of time is needed to cure the default, then such longer period of time as is needed to cure the default, provided that the defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

Further, in the event of a default that is not timely cured, the Tenant and Landlord acknowledge and agree that in addition to the rights pursuant to Section 30, Termination for Default, the Landlord and Tenant shall have the following rights:

In the event of any default remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the non-defaulting party may, without terminating this Lease, cure the default, including, but not limited to, making any and all maintenance and repairs, at the defaulting party's cost and expense.

All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided under applicable law.

SECTION 30. TERMINATION FOR DEFAULT: The occurrence of any of the following shall cause this Lease to be terminated by the non-defaulting party upon the terms and conditions also set forth below:

- A. Termination after ninety (90) calendar days from receipt of written notice by Certified Mail sent to the defaulting party for the following:
 - 1) Non-performance of any covenant of this Lease and failure to remedy such breach within the sixty (60) calendar day period from receipt of the written notice, or within such longer period of time that may be necessary to cure the breach provided defaulting party shall commence such cure period within such sixty (60) day period and shall diligently prosecute the cure until completion.

SECTION 31. EARLY TERMINATION BY TENANT: Tenant shall have the right to terminate this Lease at any time by giving the Landlord ninety (90) days written notice, prior to the effective date of the termination. However, any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the early termination or cancellation of this Lease. This clause shall survive the termination or cancellation of this Lease.

SECTION 32. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease and the Development Agreement contain the entire agreement between the parties hereto and all prior negotiations relating to the Premises and the development and occupancy thereof. All negotiations, agreements, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and in the Development Agreement and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord and/or Tenant shall alter, change, or modify any of the provisions hereof. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

SECTION 33. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease, without hindrance or molestation by Landlord.

SECTION 34. AIR QUALITY; RADON GAS; MOLD: The Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the building, except that the Landlord hereby acknowledges and agrees that it is fully responsible for the indoor air quality within the building and the Premises, and agrees to annually test the air quality within the building and the Premises and to provide the results of such test to the Tenant.

Additionally, in compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon Gas, and Radon testing, may be obtained from the county public health unit.

SECTION 35. SIGNAGE/ADVERTISING: The Landlord agrees that the Tenant shall be permitted to install customary signage to indicate the presence of a fire rescue station at the Premises.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. The Tenant must, at Lease expiration, be responsible for the removal of its signage.

SECTION 36 NON-WAIVER PROVISION: No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 37. TAXES AND ASSESSMENTS: The Tenant shall not be responsible or liable for any taxes associated with the Premises and the Village Hall Complex including any local taxes, personal property taxes and other taxes. Further, the parties hereby acknowledge and agree that the Tenant is exempt from paying any and all sales taxes and real estate taxes as maybe regularly assessed against the Premises and/or this Lease. Landlord shall be responsible for payment of all taxes for the Premises as fee simple owner thereof.

SECTION 38. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war, casualty, act of God, or for any other cause that is completely beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 39. MISCELLANEOUS:

- A. CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify, augment, or limit the provisions, interpretation, construction, or meaning hereof.
- B. CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. COUNTERPARTS:** This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- D. LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to the Premises, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it

being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be.

- E. **RECORDING:** The parties hereto agree that either party may to record this Lease with the Clerk of Court, and that the Tenant shall be permitted to file this lease with the Clerk of the Board, Miami-Dade County, Florida.
- F. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- G. **LANDLORD-TENANT RELATIONSHIP:** The Landlord and Tenant are not creating a joint venture or partnership by any of the provisions of this Lease and they are and at all times shall remain in the relationship of landlord and tenant.
- H. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.
- I. **BROKERS:** There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease.
- J. **GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.
- K. **TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used in place of original signatures on this Lease. The parties intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied or emailed signatures and hereby waive any defenses to the enforcement of the terms of this Lease based on the form of signature.
- L. **REPRESENTATION BY COUNSEL:** The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, or the Mayor's designee, as authorized by the Board of County Commissioners, and this Lease is therefore effective on the day and year first hereinabove written.

TENANT:

MIAMI-DADE COUNTY

A political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

JUAN FERNANDEZ-BARQUIN

By: _____

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

LANDLORD:

North Bay Village, a Florida municipal
corporation

By:  _____

Print Name: Frank Rollason

Village Manager

Pursuant to Resolution No. 2024-065

Attest:

By:  _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By:  _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

EXHIBIT A
PREMISES



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 08/20/2024

PROPERTY INFORMATION	
Folio	23-3209-001-0060
Property Address	1335 79 STREET CSWY NORTH BAY VILLAGE, FL 33141-4001
Owner	NORTH BAY VILLAGE
Mailing Address	1666 KENNEDY CSWY STE 300 NORTH BAY VILLAGE, FL 33141
Primary Zone	6000 COMMERCIAL - GENERAL
Primary Land Use	8965 MUNICIPAL : PARKING LOT
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	21,238 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$2,123,800	\$2,123,800	\$2,017,610
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$2,123,800	\$2,123,800	\$2,017,610
Assessed Value	\$1,978,743	\$1,798,858	\$1,635,326

BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$145,057	\$324,942	\$382,284
Municipal	Exemption	\$1,978,743	\$1,798,858	\$1,635,326

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
HARBOR ISLAND PB 44-72	
LOT 2 LESS BEG SW COR E100FT NE	
143.82FT NW60FT ALG NE/L SW200.52	
FT TO POB	
LOT SIZE 21238 SQUARE FEET	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$1,978,743	\$1,798,858	\$1,635,326
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$2,123,800	\$2,123,800	\$2,017,610
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$1,978,743	\$1,798,858	\$1,635,326
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$1,978,743	\$1,798,858	\$1,635,326
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
05/17/2018	\$2,295,625	31007-4366	Federal, state or local government agency
07/20/2015	\$600,000	29710-2098	Partial interest
04/01/1998	\$1,250,000	18099-4826	Other disqualified
10/01/1998	\$0	00000-00000	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

EXHIBIT B
PARKING



EXHIBIT B
BUILDING PROGRAM

The Building Program is on file with the Miami-Dade Fire Rescue Department and is available for review and inspection upon request and in accordance with Florida law as it may include security and sensitive information.

EXHIBIT C
FIRE STATION PARKING

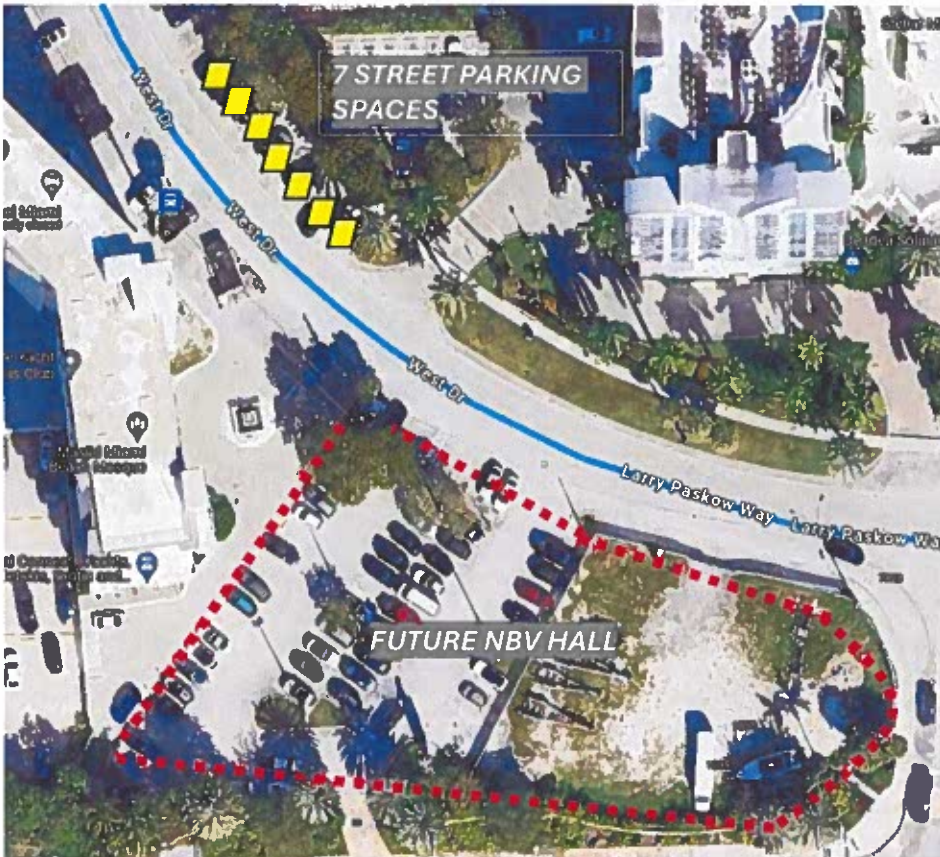


EXHIBIT D
PAYMENT SCHEDULE

If Village elects to leave the Miami-Dade Fire District at any time prior to Final Completion of the Fire Station, then it shall repay the County the full amount of County Contribution paid or contributed up to the date of the Village's election to leave the District plus 6% interest compounding from the date that each of the County's Contribution payments were made. If the Village elects to leave the Miami-Dade Fire District at any time following Final Completion of the Fire Station, then the amounts due and owing to the County shall be as follows:

After Final Completion but prior to expiration of Year 1 following Final Completion	\$8,595,365.63
After Year 1 but prior to expiration of Year 2 following Final Completion	\$8,542,124.78
After Year 2 but prior to expiration of Year 3 following Final Completion	\$8,485,600.14
After Year 3 but prior to expiration of Year 4 following Final Completion	\$8,425,589.19
After Year 4 but prior to expiration of Year 5 following Final Completion	\$8,361,876.90
After Year 5 but prior to expiration of Year 6 following Final Completion	\$8,294,234.97
After Year 6 but prior to expiration of Year 7 following Final Completion	\$8,222,421.03
After Year 7 but prior to expiration of Year 8 following Final Completion	\$8,146,177.77
After Year 8 but prior to expiration of Year 9 following Final Completion	\$8,065,231.99
After Year 9 but prior to expiration of Year 10 following Final Completion	\$7,979,293.66
After Year 10 but prior to expiration of Year 11 following Final Completion	\$7,888,054.83
After Year 11 but prior to expiration of Year 12 following Final Completion	\$7,791,188.59
After Year 12 but prior to expiration of Year 13 following Final Completion	\$7,688,347.86
After Year 13 but prior to expiration of Year 14 following Final Completion	\$7,579,164.13
After Year 14 but prior to expiration of Year 15 following Final Completion	\$7,463,246.19
After Year 15 but prior to expiration of Year 16 following Final Completion	\$7,340,178.69

After Year 16 but prior to expiration of Year 17 following Final Completion	\$7,209,520.65
After Year 17 but prior to expiration of Year 18 following Final Completion	\$7,070,803.91
After Year 18 but prior to expiration of Year 19 following Final Completion	\$6,923,531.42
After Year 19 but prior to expiration of Year 20 following Final Completion	\$6,767,175.49
After Year 20 but prior to expiration of Year 21 following Final Completion	\$6,601,175.87
After Year 21 but prior to expiration of Year 22 following Final Completion	\$6,424,937.75
After Year 22 but prior to expiration of Year 23 following Final Completion	\$6,237,829.66
After Year 23 but prior to expiration of Year 24 following Final Completion	\$6,039,181.14
After Year 24 but prior to expiration of Year 25 following Final Completion	\$5,828,280.42
After Year 25 but prior to expiration of Year 26 following Final Completion	\$5,604,371.81
After Year 26 but prior to expiration of Year 27 following Final Completion	\$5,366,653.00
After Year 27 but prior to expiration of Year 28 following Final Completion	\$5,114,272.21
After Year 28 but prior to expiration of Year 29 following Final Completion	\$4,846,325.13
After Year 29 but prior to expiration of Year 30 following Final Completion	\$4,561,851.66
After Year 30 but prior to expiration of Year 31 following Final Completion	\$4,259,832.49
After Year 31 but prior to expiration of Year 32 following Final Completion	\$3,939,185.44
After Year 32 but prior to expiration of Year 33 following Final Completion	\$3,598,761.58
After Year 33 but prior to expiration of Year 34 following Final Completion	\$3,237,341.12
After Year 34 but prior to expiration of Year 35 following Final Completion	\$2,853,629.04
After Year 35 but prior to expiration of Year 36 following Final Completion	\$2,446,250.44

After Year 36 but prior to expiration of Year 37 following Final Completion	\$2,013,745.61
After Year 37 but prior to expiration of Year 38 following Final Completion	\$1,554,564.83
After Year 38 but prior to expiration of Year 39 following Final Completion	\$1,067,062.79
After Year 39 but prior to expiration of Year 40 following Final Completion	\$549,492.69
After Year 40 but prior to expiration of Year 41 following Final Completion	\$0.00