

RESOLUTION NO. 16-1397

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AS LANDLORD AND THE TOWN OF MIAMI LAKES AS TENANT FOR A PORTION OF THE PREMISES LOCATED AT 6699 WINDMILL GATE ROAD (A/K/A PARK 55); AUTHORIZING EXECUTION OF LEASE AGREEMENT; AUTHORIZING EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2011, Miami-Dade County (“the County”) transferred ownership to the Town of Miami Lakes, Florida (“the Town”) a majority of the pocket parks within the Town that had been, until then, formally owned and managed by the County’s Special Taxing District; and

WHEREAS, a park classified as Park 55, which is located adjacent to the Miami Lakes Library, (“Park 55”) was not transferred to the Town as it is owned by the County’s Library Department; and

WHEREAS, the Town staff engaged the County staff in discussions to allow the Town to lease Park 55 from the County in order for the Town to maintain the property in accordance with the Town’s standards; and

WHEREAS, the County has proposed to lease Park 55 to the Town for an annual rental amount of \$1.00 per year for a ten (10) year period, with two (2) ten (10) year option to renew periods; and

WHEREAS, it is proposed that the Town enter into a lease agreement with the County for use of Park 55 in substantially the same form as the Lease Agreement attached hereto as Exhibit “A” (“the Lease Agreement”); and

WHEREAS, leasing the park parcel would allow funding for park maintenance in the same manner as the Town’s other public mini-parks; and

WHEREAS, leasing the park parcel would allow the Town to continue growing its park inventory as the Town makes strides to meet its Level of Service goals outlined in the Town’s Comprehensive Plan for future population growth and maintain the park at a high standard for the future; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to enter into a Lease Agreement with the County for Park 55.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Lease. The Lease Agreement between Miami-Dade County, Florida as Landlord and the Town of Miami Lakes as Tenant, in substantially the same form as that which is attached hereto as Exhibit "A," together with such changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorizing Execution of Lease Agreement. The Town Manager is authorized to execute the Lease Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Lease Agreement, and to execute any extensions and/or amendments to the Lease Agreement, subject to approval by the Town Attorney as to form and legality.

Section 4. Authorization of Expenditure of Budgeted Funds. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Lease Agreement.

Section 5. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement this Resolution and the terms and conditions of the Lease Agreement.

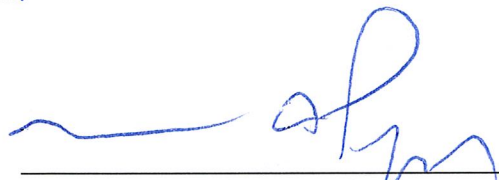
Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 26th day of July, 2016.

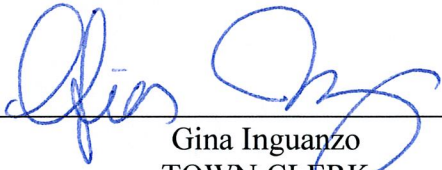
The foregoing resolution was offered by Mayor Pizzi who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>yes</u>
Vice Mayor Tim Daubert	<u>yes</u>
Councilmember Manny Cid	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>absent</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>



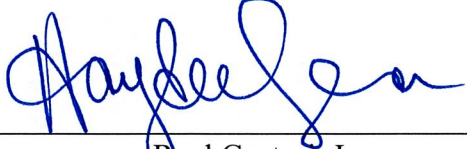
Michael A. Pizzi, Jr.
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Lease Agreement

between

The Town of Miami Lakes

and

Miami-Dade County

for

a portion of the premises located at

6699 Windmill Gate Road

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement"), is being entered into this ____ day of _____, 2015 ("Effective Date") between the landlord listed below ("Landlord" or "Lessor"), and tenant listed below, ("Tenant" or "Lessee"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the entire building, as shown on the attached Exhibit A (the "Premises"), for the term described below.

PART I PREAMBLE

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

A. TENANT:	Town of Miami Lakes
B. TENANT'S ADDRESS:	6601 Main Street, Miami Lakes, Florida 33014
C. LANDLORD:	Miami-Dade County
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	111 N.W. 1 Street, Suite #2460 Miami, Florida 33128 All payments due hereunder, including, but not limited to, Rent and Operating Expenses, if any, should be made payable to the landlord entity identified here in Section D.
E. PROPERTY LOCATION AND ADDRESS:	6699 Windmill Gate Road Miami Lakes, Florida 33014
F. PREMISES:	A portion of 6699 Windmill Gate Road, see Attachment "A"
G. TERM:	10 years
H. OPTIONS TO RENEW:	Two (2) Ten (10) year Renewal Option Periods
I. ANNUAL RENT	\$1.00 a year
J. MONTHLY RENT – INITIAL YEAR:	\$0.00 per month
K. RENT COMMENCEMENT DATE:	The first day of the month following the Board of County Commissioners' approval of this Agreement.
L. TENANT'S OPERATING EXPENSE:	Tenant shall be responsible to maintain the property including landscaping, irrigation system, and equipment.
M. FLORIDA SALES TAX:	Not applicable
N. USE:	To be used solely as a passive park
O. SECURITY DEPOSIT:	None
P. RENT INCREASES:	None

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

or quit the Premises and agrees that Landlord shall be entitled the benefit of all provisions of law with respect to the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding Tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding Tenant and/or developer.

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

3.04 Upon the Commencement Date of this Agreement, any and all other lease agreements, if any, that the Landlord has with the Tenant for the same property, shall automatically terminate without further notice to the Landlord or Tenant. This

Agreement shall replace and succeed any and all other such agreements in their entirety.

ARTICLE 4 **RENT**

4.01 Tenant covenants and agrees to pay to Landlord as rental for a term of Ten (10) years, commencing on the Commencement Date, and terminating on the Termination Date, the annual rental amount of One Dollar (\$1.00), on a yearly basis.

4.02 The Landlord shall be permitted to accelerate the rent upon any default by the Tenant. Further, the Tenant also agrees that the rent is payable on a yearly basis, as described above, and payable on the anniversary day to Miami-Dade County ISD, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

4.03 Tenant also agrees that should it be in possession of the Premises after the Termination Date, or any renewal or extension thereof, that it shall, in addition to being liable to the Landlord for any and all damages as a result of such holdover, be obligated to pay One Hundred (100%) percent of the rental rate in existence prior to the period of holdover.

ARTICLE 5 **PERMITTED USE OF PREMISES**

and regulations.

6.04 Tenant acknowledges and agrees that the Premises is in need of repair and maintenance, and accepts full responsibility to repair and maintain improvements made by the Tenant to the Premises, including, but not limited to, complying with the American with Disabilities Act.

ARTICLE 7
UTILITIES

7.01 Tenant shall, during the term hereof, pay any and all charges for water, sewer, and electricity for the Premises as may be directly attributable to the Tenant. Further, Tenant shall be solely responsible for the maintenance and repair of any and all water lines, sewer pipes and/or electrical lines or wiring leading to and from the Premises when such maintenance and/or repair is necessary due to damage by an action of the Tenant. Tenant shall not be responsible for any charges for water, sewer, and/or electricity which serve the adjacent Miami Lakes Library.

7.02 Tenant agrees that it shall during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, examine, regularly maintain and, if necessary, improve machinery, equipment and systems relating to any and all utilities, including, but not limited to, any and all water lines, and/or sewer pipes leading to and from the Premises when such examination, maintenance and/or improvement is required due to damage by an

action of the Tenant..

ARTICLE 8
MAINTENANCE

8.01 Tenant agrees to maintain and keep in good repair, condition, and appearance, during the term of this Agreement, or any extension or renewal thereof, at its sole cost and expense, the landscaping, as well as any and all vegetation, including all grass, hedges, trees, and plants which are, on or near the Premises.

8.02 Tenant, at its expense, shall maintain and keep clean all pathways, walkways, and/or sidewalks adjacent to or leading to or from the Premises.

8.03 In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense: (a) maintain the Premises in a clean, orderly and sanitary condition and free of infestation of insects, rodents, vermin and other pests; (b) keep any garbage, trash, rubbish and/or other refuse in safe containers that do not encourage the existence of vermin; (c) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; (d) comply with all laws, ordinances, rules and regulations of governmental authorities regarding the removal of garbage, trash, rubbish and refuse from the Premises; (e) keep all mechanical equipment apparatus free of vibration and noise which may be transmitted beyond the Premises and/or which could disturb adjacent landowners/ occupiers; (f) prevent any objectionable odors to emanate or to be dispelled from the Premises; (g) comply with and

of restoring, Tenant shall pay the Landlord the costs to restore the Premises to its original condition. The election of remedies shall be at the sole discretion of Landlord.

ARTICLE 10
IMPROVEMENTS AND REPAIRS

10.01 Tenant, at its sole cost and expense, may make such 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 Agreement, so long as such improvements are approved by the Landlord in writing.

10.02 Tenant acknowledges and agrees to improve the Premises consistent with the site plan it provided to the Landlord, which is attached hereto, and marked Exhibit B, and is incorporated herein by reference.

10.03 Prior to commencing any improvements, the Tenant must deliver all plans, specifications and scheduling, at its sole cost and expense, to the Landlord, and specifically to the Director of the Library Department for written approval at least thirty (30) days before the commencement of any work. Further, the Tenant shall not commence improvements upon the Premises unless and until it has secured, and has on-hand, sufficient funds or resources to complete the improvement project.

10.04 Tenant shall cause any and all repairs and/or

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

10.05 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 in the event a contractor is utilized, 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.

10.06 Landlord shall have no obligation, financial, regulatory or otherwise, for any and/or all activities necessary to construct, maintain or repair Tenant's improvements, or for Tenant's operations within on or about the Premises during the term of this Agreement.

10.07 If Tenant's improvements 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, (2) after consultation and with the approval of the

ARTICLE 11
ASSIGNMENT AND SUBLEASE

11.01 Without the written consent of Landlord first obtained in each case, Tenant shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Agreement or the term hereof, which consent may be withheld in Landlord's absolute discretion. This prohibition includes, without limitation, (a) any subletting or assignment which would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's government structure; and (b) an assignment of subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency, or other proceedings. In no event shall Tenant be permitted to assign or sublet the Premises to any entity that fails to meet the requirements of Section 125.38, *Florida Statutes*.

ARTICLE 12
NO LIABILITY FOR PERSONAL PROPERTY

12.01 All personal property placed or moved in the Premises above described shall be at the sole risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any damage to said personal property unless solely caused by or due to the gross negligence of Landlord, Landlord's agents or employees, subject to all limitations of *Florida Statutes*, Section 768.28.

ARTICLE 13
LANDLORD NOT RESPONSIBLE FOR ACTS OF OTHERS

13.01 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under

Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons coming onto the Premises, including but not limited to invitees, trespassers, and/or licensees for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, for themselves and/or their personal property, from any actions or activity by such person(s), including, but not limited to, such actions or activity which is the direct or indirect cause of any lack of security, insufficient safety measures, failure to provide adequate or sufficient warnings, precautions, and/or inadequate protection to the Premises, the Tenant, or anyone claiming by, through or under the Tenant. To the maximum extent permitted by law, the Tenant agrees to use and occupy the Premises at Tenant's own risk. Tenant shall secure, maintain and utilize security personnel, at its sole cost and expense, as it deems necessary to protect the Tenant, its guests, licensees, and/or the Premises. Tenant shall not be responsible for any loss or damage occasioned by or through the acts or omissions of Landlord. Tenant shall not be responsible or liable to Landlord, or to those claiming by, through or under Landlord, for any loss or damage which may be occasioned or caused by any actions or inactions of the Landlord.

13.02 Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned or caused by any actions or inactions which is the direct or indirect cause of any breaking,

ARTICLE 20
SUCCESSORS IN INTEREST

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

ARTICLE 21
TERMINATION

21.01 **TERMINATION BY LANDLORD:** The occurrence of any of the following shall cause this Agreement to be terminated by the Landlord upon the terms and conditions also set forth below:

- A. Automatic Termination:
 - 1) Institution of proceedings in voluntary bankruptcy by the Tenant.
 - 2) Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of ninety (90) days.
 - 3) Assignment by Tenant for the benefit of creditors.
 - 4) Failure of Tenant to maintain its government status.
- B. Termination after twenty (20) calendar days from receipt by Tenant of written notice by certified or registered mail sent to Tenant for any of the following:
 - 1) Non-payment of any sum or sums due

hereunder after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the twenty (20) calendar day period from date of the written notice.

- 2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the twenty (20) calendar day period from date of written notice.
- C. Termination after fourteen (14) calendar days from receipt by Tenant of written notice by certified or registered mail sent to the Tenant for the following:
 - 1) Non-performance of any covenant of this Agreement other than non-payment of rent and others listed in A and B above, and failure of the Tenant to remedy such breach within the fourteen (14) calendar day period from receipt of the written notice, or where a court finds that the Tenant has brought a frivolous and/or baseless claim or defense.
- D. A final determination in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant (termination shall be at the option of the Landlord).

it is self-insured, or if the Tenant is not self-insured then the Tenant must provide a Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Tenant as required by Florida Statute Chapter 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

25.02 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published

by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Landlord's Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do business in Florida" issued by the State of Florida Department of Financial Services or its equivalent, and are members of the Florida Guaranty Fund or its equivalent.

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

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 N.W. 1ST STREET
SUITE 2340
MIAMI, Florida 33128**

25.04 Compliance with the foregoing insurance requirements shall not relieve Tenant of its liability and obligations under this Article or under Article 18; Indemnification and Hold Harmless, or any other section or portion of this Agreement.

25.05 Tenant shall be responsible for ensuring that the insurance certificates required in conjunction with this Article remain in full force for the duration of this Agreement. If insurance certificates are scheduled to expire during the term of the Agreement, Tenant shall be responsible for

(d) To contest, defend against, or assist the Tenant in contesting or defending against any challenge of any nature;

shall not bind the Board, 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 Landlord or any other applicable governmental agencies in the exercise of its police power; and the Landlord shall be released and held harmless, by the Tenant from and against any liability, responsibility, claims, consequential or other damages, or losses to the Tenant 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 site plan application if applicable will require the Landlord to exercise its quasi-judicial or police powers. Notwithstanding any other provision of this Agreement, the Landlord 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 Landlord'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 Tenant as authorized by this Agreement. Moreover, in no event shall a failure of the Landlord to adopt any of the Tenant'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 Agreement.

ARTICLE 27
FORCE MAJEURE

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

Landlord may not be deemed to limit or restrict the Landlord in any manner whatsoever, and such endorsement or statement shall have no effect whatsoever, and shall be deemed to have never been written at all. No reentry by Landlord shall be considered an acceptance of a surrender of this Agreement.

ARTICLE 29
DEFAULT OF TENANT AND REMEDIES

29.01 Consistent with and in addition to Article 21, Termination, above, if Tenant shall fail to pay any annual payment or item of rent on the date when the same becomes due and if such violation or failure continues for a period of twenty (20) calendar days after written notice thereof to Tenant by Landlord, then Landlord may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable.

29.02 Consistent with and in addition to Article 21, Termination, above, should Tenant elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of rent, which default has not been cured within twenty (20) calendar days after the giving of notice by Landlord, unless such default is of such nature that it cannot be cured within such twenty (20) day period, in which case no event of default shall occur so long as Tenant shall commence the

curing of the default within such twenty (20) day period and shall thereafter diligently prosecute the curing of same, and/or such remedy for any such default is not otherwise addressed in this Agreement), then the Landlord shall be permitted to terminate this Agreement, and immediately take possession of the Premises.

29.03 Should Tenant vacate or abandon the Premises at any time during the term of this Agreement, Landlord shall be permitted to immediately take possession of the Premises.

29.04 Upon any default, and after the expiration of any cure period, Landlord may, with or without judicial process, enter upon the Premises and take possession of any and all improvements and all personal property of Tenant situated in the Premises, without liability for trespass or conversion, and may sell or otherwise dispose of any and all such property after thirty (30) calendar days' notice to Tenant, which notice shall constitute reasonable and sufficient notice (so long as such property is valued by the Landlord at more than One Thousand (\$1,000.00) Dollars, otherwise, such property shall be considered abandoned by the Tenant, and Landlord shall have no obligation to either store, maintain, sell or otherwise dispose of the personal property). The proceeds of any such sale or disposition shall be applied first to the payment of all costs and expenses of conducting the sale and/or caring for and/or storing said property, including attorneys' fees; second, toward the payment of any

In the construction of any improvements on, or under such land, and in the furnishings of services thereon, no person on the grounds of race, sex, age, national origin, or physical handicap, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

The Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare – Effectuation of Title VI of the Civil Rights Acts of 1964, and said regulations may be amended.

In the event of breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate this lease and to avail itself of any of the remedies set forth herein for default of this lease, or available at law, or in equity. This provision shall not be effective until the procedures of Title 45, code and Federal Regulations, Part 80 are followed and completed including exercise or expiration of appeal rights.

The Tenant shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to his hire, tenure, conditions or privileges of employment or any matter directly or indirectly

related to employment, because of age, sex, or physical handicap, except where based on a bona fide occupation qualification or because of marital status, race, color, religion, national origin, or ancestry. The Tenant is not responsible for discrimination against the physically handicapped employee or applicant for employment if the Landlord fails to provide facilities which meet the requirements of Section 504.

Tenant agrees, in accordance with Chapter 11A of the Miami-Dade County Code, that it shall not discriminate against any employee, subtenant, person, etc. on the basis of race, color, religion, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, gender identity or gender expression, or status of domestic violence, dating or stalking.

30.02. Serious Injury or Death. Tenant agrees that it will immediately notify the Landlord should any person sustain(s), or is found to have, a serious bodily injury or dies on or about the Premises. The parties hereby agree that the definition of serious bodily injury shall include, but not be limited to, any injury to a person which requires medical treatment either at a hospital or by emergency medical technicians. Further, in instances where someone sustained a serious bodily injury or died, in addition to any other requirement(s) regarding notice under this Agreement, the Tenant shall also immediately (same day, or in situations where the same day is not possible, then next day) call the Landlord's Library

performance is due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days.

30.08 Waiver. Any waiver of any portion of this Agreement shall be evidenced in writing by the party that made such waiver. Waiver of any breach of this Agreement shall not constitute waiver of any other breach. Invalidation of any portion of this Agreement due to any waiver, shall not automatically invalidate any other portion of this Agreement.

30.09 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.

30.10 Survival. The parties hereby acknowledge and agree that many of the duties and obligations in this Agreement will survive the term, termination, and/or cancellation hereof. Accordingly, the respective obligations of the Tenant and the

Landlord under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

30.11 Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

ARTICLE 31 **GOVERNING LAW AND VENUE**

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

31.02 The Landlord and Tenant hereby agree that venue shall be Miami-Dade County, Florida, and as a result, any litigation, action, cause of action, including, but not limited to any lawsuit, shall be brought and presented exclusively in a court located in Miami-Dade County, Florida.

ARTICLE 32 **WRITTEN AGREEMENT**

32.01 The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions,

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

(CORPORATE SEAL)

TOWN OF MIAMI LAKES

WITNESS

Mayor
(Tenant)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
Mayor
(Landlord)