

WELCOME
TO A SPECIAL MEETING OF THE
CITY OF OPA-LOCKA CITY COMMISSION
MONDAY, JUNE 29, 2015

11:00 A.M.

Sherbondy Village Auditorium
215 President Barack Obama (Perviz) Avenue
Opa-locka, FL 33054



CITY COMMISSION

Mayor Myra L. Taylor
Vice Mayor Timothy Holmes
Commissioner Joseph L. Kelley
Commissioner Terence K. Pinder
Commissioner Luis B. Santiago

APPOINTED OFFICIALS

Kelvin L. Baker, Sr., City Manager
Vincent T. Brown, City Attorney
Joanna Flores, City Clerk



CITY OF OPA-LOCKA
"The Great City"

SPECIAL COMMISSION MEETING
Monday, June 29, 2015 @ 11:00 a.m.
Sherbondy Village (Auditorium)
215 President Barack Obama (Perviz) Avenue
Opa-locka, FL 33054

AGENDA

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. CITIZENS' INPUT:**
Agenda Items Only
- 6. RESOLUTION:**
 - a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MIAMI DADE COUNTY FOR A PROPERTY LOCATED AT 14701 NW 27th AVENUE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.***
- 7. ADJOURNMENT:**

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR A PROPERTY LOCATED AT 14701 NW 27th AVENUE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Opa-locka has received a Lease Agreement from Miami-Dade County for a property located at 14701 NW 27th Avenue; and

WHEREAS, the Lease Agreement is attached as Exhibit "A" to this Resolution and calls for the property to be leased by the City for thirty (30) years for one dollar per year; and

WHEREAS, the City Commission desires for the Manager to execute this Agreement.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-locka hereby directs the City Manager to Execute the Lease Agreement attached as Exhibit "A".

PASSED AND ADOPTED this ____ day of _____, 2015.

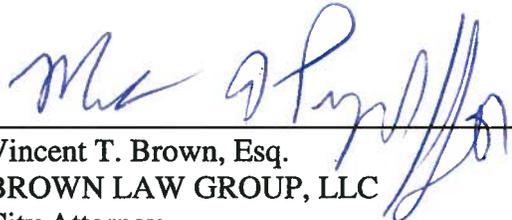
**MYRA TAYLOR
MAYOR**

Resolution No. _____

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk



Vincent T. Brown, Esq.
BROWN LAW GROUP, LLC
City Attorney

Moved by: _____
Seconded by: _____
Commission Vote: _____
Commissioner Kelley: _____
Commissioner Pinder: _____
Commissioner Santiago: _____
Vice-Mayor Holmes: _____
Mayor Taylor: _____



**City of Opa-locka
Agenda Cover Memo**

Commission Meeting Date:	June 29, 2015		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
				X			
Fiscal Impact:	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X		X			
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X			X
Funding Source: N/A	(N/A)		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	N/A			
	X		Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input checked="" type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input checked="" type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	City Manager		Department:				

Short Title:

A Resolution of the City Commission of the City of Opa-locka, directing the City Manager to execute a lease agreement with Miami Dade County for a property located at 14701 NW 27th Ave; providing for incorporation of recitals; providing for an effective date

Staff Summary

The City of Opa-locka is interested in providing a health and wellness center to assist the residents of the City of Opa-locka in maintaining their health and in preventing diseases. The City has therefore discussed with the agents of Miami-Dade County the terms enclosed in this lease agreement to use the aforementioned property identified by the folios enclosed as the site for the City of Opa-locka's Health and Wellness Center. The full disclosure of the terms for this lease are enclosed.

Proposed Action:

Staff recommends approval of this Resolution.

Proposed Action:

Staff recommends approval of this Resolution.

Attachments:

1. A Draft Copy of the Lease Agreement
2. Copy of Miami-Dade County Property Profile



Memorandum

TO: Myra L. Taylor, Mayor
Timothy Holmes, Vice Mayor
Terence K. Pinder, Commissioner
Joseph Kelley, Commissioner
Luis B. Santiago, Commissioner

FROM: Kelvin L. Baker, Sr., City Manager

DATE: June 26, 2015

RE: A Resolution of the City Commission of the City of Opa-locka, directing the City Manager to execute a lease agreement with Miami Dade County for a property located at 14701 NW 27th Ave; providing for incorporation of recitals; providing for an effective date.

Request:

A Resolution of the City Commission of the City of Opa-locka, Florida, approving a 30 year lease agreement with the option to extend this lease agreement for two (2) additional ten-year (10) renewal options, between Miami-Dade County and the City of Opa-locka for the property at 14701 NW 27th Avenue and the two properties adjacent to this subject property that are identified by folios 08-2122-026-0010; 08-2122-025-0580; 08-2122-025-0590. The property shall be used solely for the purpose of a health and wellness center for the residents of Opa-locka and to residents of Miami Dade County in general; providing for penalties for violation of this resolution; containing a repealer provision, severability clause and providing for an effective date.

Description:

The City of Opa-locka is interested in providing a health and wellness center to assist the residents of the City of Opa-locka in maintaining their health and in preventing diseases. The City has therefore discussed with the agents of Miami-Dade County the terms enclosed in this lease agreement to use the aforementioned property identified by the folios enclosed as the site for the City of Opa-locka's Health and Wellness Center. The full disclosure of the terms for this lease are enclosed.

Financial Impact: There is no negative financial impact to the City to approve this resolution.

Implementation Time Line: Immediately

Legislative History:

None

Staff Recommendation:

Staff recommends approval of this Resolution.

Planning Council Recommendation:

There is no Planning Council review for this item.

Attachment(s)

A Draft Copy of the Lease Agreement

Copy of Miami-Dade County Property Profile

Prepared By: Kelvin L. Baker Sr. City Manager



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/26/2015

Property Information	
Folio:	08-2122-026-0010
Property Address:	14701 NW 27 AVE
Owner	MIAMI-DADE COUNTY PUBLIC HEALTH TRUST
Mailing Address	1611 NW 12 AVE WEST WING 108 MIAMI, FL 33126
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	44,959 Sq.Ft
Lot Size	78,822 Sq.Ft
Year Built	1968



Assessment Information			
Year	2015	2014	2013
Land Value	\$378,346	\$346,817	\$472,932
Building Value	\$2,500,133	\$2,439,214	\$2,470,892
XF Value	\$485,263	\$491,820	\$498,379
Market Value	\$3,363,742	\$3,277,851	\$3,442,203
Assessed Value	\$3,363,742	\$3,277,851	\$3,442,203

Benefits Information				
Benefit	Type	2015	2014	2013
County	Exemption	\$3,363,742	\$3,277,851	\$3,442,203

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

Short Legal Description
ALUMINUM INDUSTRIAL PARK PB 78-50 LOTS 1 & 2 BLK 1 LOT SIZE 78822 SQUARE FEET OR 12594-2522 0885 5

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$3,363,742	\$3,277,851	\$3,442,203
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$3,363,742	\$3,277,851	\$3,442,203
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$3,363,742	\$3,277,851	\$3,442,203
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$3,363,742	\$3,277,851	\$3,442,203
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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>

Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/26/2015

Property Information	
Folio:	08-2122-025-0580
Property Address:	
Owner	MIAMI-DADE COUNTY PUBLIC HEALTH TRUST
Mailing Address	1611 NW 12 AVE WEST WING 108 MIAMI , FL 33136-1096
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
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	43,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2015	2014	2013
Land Value	\$232,200	\$328,950	\$344,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$232,200	\$328,950	\$344,000
Assessed Value	\$232,200	\$328,950	\$344,000

Benefits Information				
Benefit	Type	2015	2014	2013
County	Exemption	\$232,200	\$328,950	\$344,000

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

Short Legal Description
22 52 41 OPA LOCKA INDUSTRIAL PK PB 77-73 LOT 5 BLK 7 LOT SIZE 43000 SQ FT OR 12594-2522 0885 5

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$232,200	\$328,950	\$344,000
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$232,200	\$328,950	\$344,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$232,200	\$328,950	\$344,000
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$232,200	\$328,950	\$344,000
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 6/26/2015

Property Information	
Folio:	08-2122-025-0590
Property Address:	
Owner	MIAMI-DADE COUNTY PUBLIC HEALTH TRUST
Mailing Address	1611 NW 12 AVE WEST WING 108 MIAMI, FL 33136-1096
Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
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	43,000 Sq.Ft
Year Built	0



Assessment Information			
Year	2015	2014	2013
Land Value	\$232,200	\$212,850	\$258,000
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$232,200	\$212,850	\$258,000
Assessed Value	\$232,200	\$212,850	\$258,000

Benefits Information				
Benefit	Type	2015	2014	2013
County	Exemption	\$232,200	\$212,850	\$258,000

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

Short Legal Description
22 52 41 OPALOCKA INDUSTRIAL PK 77-73 LOT 10 BLK 7 LOT SIZE 43000 SQ FT OR 12594-2522 0885 5

Taxable Value Information			
	2015	2014	2013
County			
Exemption Value	\$232,200	\$212,850	\$258,000
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$232,200	\$212,850	\$258,000
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$232,200	\$212,850	\$258,000
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$232,200	\$212,850	\$258,000
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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>

Version:

LEASE AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2015, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "COUNTY," or "LANDLORD" and City of Opa-Locka, a Florida Municipal Corporation of the State of Florida, hereinafter referred to as the "TENANT,"

WITNESSETH:

That COUNTY, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees to use from COUNTY the Leased Premises described as follows:

Approximately 164,822 square feet of land and building located at 14701 NW 27 Avenue, Opa-Locka, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of thirty (30) years, commencing on the earlier of, (1) the effective date of the resolution of the Board of County Commissioners, or (2) January 1, 2016 (the "Effective Date") and terminating thirty (30) years thereafter, for a total rental fee per year of One Dollar and 00/100 (\$1.00) payable to the Internal Services Department, 111 NW 1st Street, 24th Floor, Miami, Florida 33128, or at such other place and to such other person as the COUNTY may from time to time designate in writing. Provided, however, that this Lease shall terminate Five (5) years from the Effective Date if the Leased Premises are not being used as provided in Article I herein.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF LEASED PREMISES

The area of the Leased Premises shall be used by TENANT solely for the purpose of a health and wellness center for maintaining the health and preventing diseases for the resident of Opa-Locka and to County in general.

ARTICLE II
CONDITION OF LEASED PREMISES

TENANT hereby accepts the Leased Premises in its "AS-IS" condition, as of the date of the beginning of this Lease Agreement.

ARTICLE III
UTILITIES

The TENANT, during the term hereof, shall pay all charges for utilities used by the TENANT at the Leased Premises and shall provide janitorial and custodial services as well as auxiliary services such as security services.

ARTICLE IV
MAINTENANCE

The TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the Leased Premises.

TENANT shall be responsible for and shall repair any damage caused to the Leased Premises as a result of TENANT OR TENANT's agents, employees, invitees, or visitors use of the Leased Premises, ordinary wear and tear excepted. COUNTY shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Leased Premises are rendered unleaseable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of Thirty (30) days prior written notice to the other. If the Leased Premises are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Leased Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Leased Premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the Leased Premises so that they equal the condition of the Leased Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse COUNTY all expenses incurred by COUNTY in restoring the Leased Premises to their original condition. The election of remedies shall be at the sole discretion of COUNTY.

ARTICLE VI
ASSIGNMENT

TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof, without the County's written permission, which permission shall not be unreasonably withheld. Notwithstanding the foregoing requirement of TENANT's obtaining the County's written permission and without limiting such requirement, TENANT shall only be permitted to sublet this Lease Agreement to a corporation not for profit.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

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

ARTICLE VIII
SIGNS

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

ARTICLE IX
COUNTY'S RIGHT OF ENTRY

COUNTY or any of its agents shall have the right to enter said Leased Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease Agreement.

ARTICLE X
PEACEFUL POSSESSION

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

ARTICLE XI
SURRENDER OF LEASED PREMISES

TENANT agrees to surrender to COUNTY, at the end of the term of this Lease Agreement or any extension thereof, said Leased Premises in as good condition as said Leased Premises were at the

beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT and the COUNTY do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby TENANT and the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgments by any one person which exceeds the sum of \$200,000 or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the respective negligence of the COUNTY or TENANT.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

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

ARTICLE XIV
SUCCESSORS IN INTEREST

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

ARTICLE XV
CANCELLATION

Either party, be it the COUNTY through its County Mayor or his designee, or the TENANT through its City Manager or his designee, shall have the right to cancel this Lease Agreement at any time by giving the other at least One Hundred Eighty (180) days written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Lease Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Lease Agreement for two (2) additional ten-year (10) renewal option periods, by giving COUNTY notice in writing at least One Hundred Twenty (120) days prior to the expiration of the Lease Agreement or any extension thereof, under the same terms and conditions of the initial Lease Agreement.

ARTICLE XVII
NOTICES

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to TENANT and COUNTY at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To City:
City Manager
City of Opa-Locka
780 Fisherman Street
Fourth Floor
Opa-Locka, Florida 33054

To County:
County Mayor
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128

With Copies to:

With Copies to:
Director
Internal Services Department
111 NW 1st Street, Suite 2460
Miami, Florida 33128

ARTICLE XVIII
INSURANCE

TENANT is self insured in accordance with and subject to the limitations of Section 768.28, Florida Statutes and shall provide evidence of acceptable self-insurance under the laws of the State of Florida to the County's Department of Risk Management. TENANT represents that its self-insurance program covers actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful acts or omission of its officers and employees.

ARTICLE XIX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

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

Any and all charges, taxes, or assessments levied against the Leased Premises shall be paid by TENANT and failure to do so will constitute a breach of this Lease Agreement.

ARTICLE XX
ADDITIONAL PROVISIONS

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

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Leased Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to COUNTY.

2. **Non-Discrimination**

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

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

ARTICLE XXI
GOVERNING LAW

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

ARTICLE XXII
HOLDOVER

If TENANT, with COUNTY'S consent, remains in possession of the demised premises after expiration of the term and if COUNTY's and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis.

ARTICLE XXIII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

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

**CITY OF OPA-LOCKA,
A FLORIDA MUNICIPAL CORPORATION**

ATTEST: _____ BY: _____
CITY CLERK CITY MANAGER

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____
CITY ATTORNEY

BY: _____
RISK MANAGEMENT DIRECTOR

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

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

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
COUNTY MAYOR