RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE EXECUTION OF A MANAGEMENT AND OPERATING AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC. (PAL), PROVIDING FOR AN EFFECTIVE DATE AND ALL FOR OTHER PURPOSES.

WHEREAS, on March 12, 2013, the Mayor and City Council authorized the City Administration to enter into a lease with PAL for a portion of Cagni Park for the construction and use of a building, which will house the Police Athletic League of North Miami, Inc. (PAL) program; and

WHEREAS, the Mayor and City Council have contributed One Million Dollars toward the construction of the new PAL Building; and

WHEREAS, it is beneficial for both parties to enter into an agreement that clarifies the roles of the City as the owner of the PAL building and the land upon which the PAL building is situated and PAL as the operator of the PAL building and facilities and manager of the PAL program; and

WHEREAS, under the terms of the management and operating agreement, PAL will operate and manage PAL programs and the newly constructed PAL building and facilities; and

WHEREAS, the Mayor and City Council find it is in the best interest of the City and its residents to enter into a management and operating agreement with PAL for this purpose.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization to Execute Management and Operating Agreement. The Mayor and City Council of the City of North Miami, Florida, hereby approve the execution of a management and operating agreement, in substantially the attached form, (See Exhibit 1), between the City of North Miami and the Police Athletic League of North Miami, Inc. (PAL), for the management and operation of PAL programming and the PAL building and facilities for a term of ninety-nine (99) years.

D

Section 2. **Authorization of City Manager.** The City Manager is hereby authorized to do all things necessary to effectuate the terms of the Management and Operating Agreement.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2013.

_____
LUCIE M. TONDREAU
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

MANAGEMENT AND OPERATING AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC.

THIS AGREEMENT is made and entered into this _____ day of November, 2013 between the ***CITY OF NORTH MIAMI***, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, FL 33161 and the ***POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC.***, a Florida non-profit corporation, with its principal place of business located at 700 N.E. 124th Street, North Miami, FL 33161.

WITNESSETH

WHEREAS, the Police Athletic League of North Miami ("PAL") provides a substantial benefit to the City of North Miami ("CITY") and its residents by providing recreational and organized sports instruction and sports programs; and

WHEREAS, the CITY provides a substantial benefit to PAL and the residents of North Miami by operating and maintaining facilities upon which sports programs and special events will be conducted; and

WHEREAS, PAL will function as a provider of organized youth sport programs to the benefit of the City and its residents.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

ARTICLE 1. TERM

The initial term of this Agreement shall commence on the date hereof and shall continue for a period of ninety-nine (99) years to coincide with the conclusion of the land lease entered between the parties attached hereto as Exhibit A. The term may be extended in writing at the option of the parties.

ARTICLE 2. GENERAL PAL COVENANTS

2.01 PAL shall operate and manage sports and youth programs in the newly constructed building and facilities owned by the CITY, situated on the land which is the subject of the land lease between the parties.

2.02 At all times, PAL shall remain a Florida not-for-profit corporation and shall maintain a tax exempt status in accordance with Section 501(c)(3) of the Internal Revenue Code.

2.03 At all times, the membership of the PAL Board shall include no fewer than three (3) individuals appointed by the North Miami City Council selected by majority vote of the City Council.

2.04 PAL will provide the CITY with contact information (consisting of mailing address, telephone numbers, and e-mail address) of its board members and those individuals in charge of administering PAL events and programs.

2.05 PAL will keep current its By-laws and will keep an updated copy thereof on file with the CITY. These documents will be reviewed by the PAL Board every year with a copy of the changes provided to the CITY. In the event of any conflict between the By-laws and the provisions of this Agreement, the provisions of this Agreement shall control.

2.06 PAL will make good faith efforts to fund-raise to assist in the funding of the costs associated with the construction of the new PAL building as well as any recreational programming offered by PAL.

2.07 PAL understands that it has no ownership interests in the land or building and this Agreement does not create any rights related thereto.

2.08 PAL will allow the CITY to use the building and facilities for the CITY's use and enjoyment with reasonable notice to PAL. The CITY shall be responsible for all use, maintenance, and supervision of the building and facilities during the CITY's use.

ARTICLE 3. GENERAL CITY COVENANTS

3.01 The CITY will reasonably provide the facilities upon which all PAL recreational programs and PAL events can be conducted.

3.02 The CITY may provide staff resources to PAL as approved by the CITY and in accordance with the CITY's budget.

3.03 On an annual basis during the CITY's budget process, the parties shall meet, review and discuss all expenses and revenues relating to PAL. Upon written request, PAL will provide a breakdown of costs associated with PAL events. The CITY agrees to use best efforts in the scheduling of City staff to support PAL events.

ARTICLE 4. CONSTRUCTION OF NEW PAL BUILDING

4.01 On or about March 12, 2013, the parties entered into a lease agreement with the CITY as lessor and PAL as the lessee, for a term of ninety-nine (99) years for the land upon

which the new PAL building will be constructed by the CITY at Cagni Park. (See Exhibit A).

4.02 The CITY has agreed to contribute One Million Dollars toward the construction of the new PAL building and shall be responsible for the construction of the building.

4.03 Vendors hired for construction of the new PAL building will be selected under the guidelines set forth in the CITY's procurement code as outlined in the CITY's Code of Ordinances.

4.04 PAL shall not make any alterations or modifications to the facilities or building without the express consent of the CITY.

4.05 PAL shall have no right to, and will not permit any liens or encumbrances of any nature to stand against the premises for any labor or material furnished in connection with any work performed by or at the direction of PAL.

4.06 CITY and PAL agree that the PAL facilities shall be utilized so as to provide educational and recreational benefits to the community, in accordance with all applicable laws and ordinances and applicable federal, state and local grants.

4.07 PAL shall observe and comply with all valid requirements of any governmental authority relative to the PAL facilities and shall require all persons using the same or attending events therein to conform to and comply with all such requirements.

ARTICLE 5. FINANCIALS

5.01 PAL will file with the CITY a copy of its annual financial report, including all revenues and expenditures and a detailed statement and description of its financial internal controls. PAL will also provide a quarterly financial report including all revenue and expenditures of CITY funds contributed to PAL.

5.02 Expenditures made by PAL from funds allocated from the annual CITY budget shall be in accordance with procedures established by the CITY's Finance Department.

5.03 At the end of PAL's fiscal year and no later than ten (10) days from the filing date in compliance with Federal Department of Treasury reporting requirements, PAL shall supply a copy of the financial report and non-profit tax return prepared by a C.P.A. including revenues and expenses for all sports programs.

5.04 Upon written notice and within a reasonable time frame, the CITY reserves the right to perform a detailed audit on all or part of the PAL organization's financial reports and

internal financial controls, and to such end, PAL agrees to supply source information and data necessary to perform such audit in accordance with generally accepted accounting principles. PAL shall implement audit recommendations within a reasonable time, and provide proof of such implementation to the CITY.

5.05 PAL will file tax returns as appropriate under federal or state law, or both, and shall be responsible to pay all taxes as appropriate. Copies of the certificates of registration and the tax returns are to be filed with the CITY.

5.06 Upon the expiration of this Agreement or upon the termination thereof, PAL shall remit to the CITY the balance of any unexpended funds received from the CITY.

ARTICLE 6. INSURANCE

6.01 PAL will obtain liability insurance covering PAL's sports programs, PAL coaches, PAL events and other individuals involved in PAL activities. PAL will obtain liability insurance covering all third party vendors or require a Certificate of Insurance from such vendors.

6.02 Underwriters, insurance coverage, policy limits and policy deductibles will be reviewed annually or as deemed appropriate by the CITY's Risk Management division. All such insurance shall list the CITY as an additional insured and the insurer shall be required to give the CITY thirty (30) days advance written notice if the required insurance coverage is cancelled or not renewed.

6.03 A copy of such insurance policy will be sent to the CITY to be filed with the Risk Manager. PAL will name the CITY as additional insured on its policy.

ARTICLE 7. INDEMNIFICATION

7.01 PAL shall defend, indemnify and hold harmless the CITY, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of PAL, its officers, agents or employees.

7.03 Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges, and immunities, and limits the CITY's liability for any of the above to the sovereign immunity levels as set forth in Florida Statute 768.28.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.01 The invalidity of any portion, article, paragraph, provision or clause of this Agreement shall have no effect upon the validity of any other portion.

8.02 The terms, conditions and covenants of this Agreement are not assignable.

8.03 This Agreement constitutes the entire agreement and shall be modified or amended only by written agreement of both parties.

8.04 This Agreement has been made in the State of Florida and shall be interpreted and construed in accordance with the laws of Florida and venue shall lie in Miami-Dade County.

8.05 This Agreement sets forth the entire understanding between the CITY and PAL with respect to the subject matter hereof and supersedes all other prior and possible agreements or understandings among the parties concerning this subject matter.

ARTICLE 9. NOTICE

Notices to CITY shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, addressed to:

City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to:
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attention: City Attorney

and notices to PAL, if sent by certified mail, return receipt requested, postage prepaid addressed to:

The Police Athletic League of North Miami, Inc.
Registered Agent: Officer James Stuart
700 N.E. 124th Street
North Miami, FL 33161

or such other respective address as the parties may designate to each other in writing from time to time.

ARTICLE 10. CITY'S RIGHT OF CANCELLATION

10.01 CITY may cancel this Agreement by giving PAL thirty (30) days advance written notice, to be served as provided by law, upon the happening of any one of the following events:

(a) The dissolution of PAL's not-for-profit corporate status.

(b) The filing by PAL of a voluntary petition for bankruptcy.

(c) The institution of proceedings in bankruptcy against PAL and the adjudication of PAL as bankrupt.

(d) The taking by a court of jurisdiction over PAL and its assets pursuant to proceedings brought under the provision of any federal reorganization act.

(e) The appointment of a receiver of PAL's assets.

(f) The abandonment by PAL of its conduct of business upon the Premises.

(g) Default in the performance of any of the covenants and conditions required to be kept and performed by PAL and such default continues for a period of ten (10) days after receipt of written notice from the CITY of the default. Provided that: (1) if the nature of the default is such that it cannot be cured in a period of ten (10) days from the date of the default, and (2) PAL shall commence good faith efforts to cure such default no later than five (5) days after such notice, and (3) such efforts are diligently prosecuted to completion, to CITY's satisfaction, then it shall be deemed that no default shall have occurred under the provisions of this subsection

10.02 CITY may cancel this Agreement, at any time, upon five (5) days notice to PAL, in the event that PAL ceases to provide youth programming and activities as the Police Athletic League of North Miami, Inc.

ARTICLE 11. PAL'S RIGHT OF CANCELLATION

11.01 PAL may cancel this Agreement by giving CITY thirty (30) days advance written notice, to be served as provided by law, upon the happening of the following event:

(a) Default in the performance of any of the covenants and conditions required to be kept and performed by CITY and if such default continues for a period of ten (10) days after receipt of written notice from PAL of the default. Provided that: (1) if the nature of the default is such that it cannot be cured in a period of ten (10) days from the date of the default, and (2) CITY shall commence good faith efforts to cure such default no later than five (5) days after such notice, and (3) such efforts are diligently prosecuted to completion, then it shall be deemed that no default shall have occurred under the provisions of this subsection.

ARTICLE 12. VACATION OF THE PROPERTY

Should this Agreement be cancelled under Articles 10 or 11 of this Agreement, PAL, its officers and members must vacate the building and remove all of its personnel property within thirty (30) days of the cancellation.

IN WITNESS WHEREOF, the City of North Miami, Florida, has caused this Agreement to be signed by the City Manager and attested by the Clerk pursuant to authority granted by the City Council, and the PAL has executed the same, by its authorized representative, the day and year first written above.

(This section is intentionally left blank)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

_____

Print Name:_____

_____

PAL:

By:_____
Marc Elias
Executive Director

ATTEST:

_____
Michael A. Etienne
City Clerk

CITY OF NORTH MIAMI

_____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney

EXHIBIT A

CITY OF NORTH MIAMI
LEASE AGREEMENT

THIS LEASE is made and entered into this 17th day of November, 2013 between the ***CITY OF NORTH MIAMI***, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, FL 33161 (CITY) and the ***THE POLICE ATHLETIC LEAGUE OF NORTH MIAMI, INC.***, a Florida non-profit corporation, with its principal place of business located at 700 N.E. 124th Street, North Miami, FL 33161, (LESSEE).

WITNESSETH

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties covenant and agree as follows:

ARTICLE 1. TERM

1.01 CITY leases to the LESSEE certain premises situated in North Miami, Florida, and located at 13498 N.E. 8th Avenue, North Miami, Florida, more commonly referred to as the "Cagni Park" (Premises), for a term not to exceed ninety nine (99) years, commencing on the 13th day of March, 2013 and terminating on the 12th day of March, 2112, renewable by the City, in its sole option.

ARTICLE 2. PREMISES

2.01 The LESSEE shall have exclusive access to the leased premises and general access to the portion of the premises being maintained by the CITY. Premises are described in attached Exhibit "A."

ARTICLE 3. RENTAL

3.01 The LESSEE agrees to pay the CITY a rent of $1.00 per year for the term described in Section 1.01 above. Said rent shall be payable in advance to the City of North Miami.

ARTICLE 4. USE OF PREMISES

4.01 The LESSEE agrees that the leased property shall be used as the primary location for youth advancement in accordance with the mission of the North Miami's Police Athletic League.

4.02 LESSEE further agrees not to use or permit the leased premises to be used for any illegal or improper purposes, nor permit any disturbance, noise or annoyance which is detrimental to persons in the immediate vicinity.

ARTICLE 5. ASSIGNMENT AND SUBLETTING

5.01 LESSEE shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Lease, nor sublet the leased premises or any part thereof.

ARTICLE 6. MAINTENANCE OF PREMISES BY LESSEE

6.01 LESSEE accepts the leased premises in an "as is" condition. The CITY will be responsible to maintain the condition of the premises except for ordinary wear and tear excepted.

ARTICLE 7. CLEANLINESS OF PREMISES

7.01 LESSEE shall keep the leased premises free of debris, garbage, refuse and other waste matter and shall remove such debris, garbage, refuse, and waste matter, which may be disposed of by the LESSEE in sealed bags and deposited in the dumpster.

ARTICLE 8. UTILITIES AND TAXES

8.01 The CITY shall pay for all utilities, including but not limited to, electric, water and sewer. LESSEE will be responsible for any modifications to the utilities. The CITY shall be responsible for taxes and fees associated with local and state governmental entities.

ARTICLE 9. ALTERATION OF PREMISES, ERECTION OF SIGNS

9.01 LESSEE shall make no alterations, improvements or additions to the leased premises without the prior written consent of the City. All additions or improvements which may be made by LESSEE and all fixtures which may be installed by LESSEE, except movable furniture, shall become the property of the CITY upon termination and shall remain upon the leased premises once made or installed and be surrendered with the leased premises at the termination of this Lease.

9.02 No signs, posters, or similar devices shall be erected, displayed, or maintained by LESSEE in the view of the general public in, on or about the leased premises without prior written approval of the CITY, and any not so approved shall be removed at the expense of the LESSEE.

9.03 LESSEE shall not injure, mar, nor in any manner deface the leased premises, and LESSEE shall not cause or permit anything to be done whereby the leased premises shall be in any manner injured, marred, wasted or defaced.

ARTICLE 10. LAWS, REGULATIONS AND PERMITS

10.01 The LESSEE shall comply with the ordinances of the CITY, operational orders and all additional laws, regulations and rules of the Federal, State, County and local governments, which may be applicable to LESSEE under this Lease.

10.02 LESSEE shall pay all taxes, if any, and other costs lawfully assessed against its leasehold interests in the leased premises and its operations under this Lease. The LESSEE shall not be deemed to be in default of its obligations for failure to pay such taxes pending the

outcome of any legal proceedings instituted to determine the validity of such taxes or the amount.

10.03 The CITY agrees to procure and maintain the necessary fire extinguishers and smoke detectors as required by law. LESSEE shall at all times be familiar with and comply with the fire regulations and orders of Miami-Dade County Fire Department, and provide access for maintenance and repair of fire extinguishers and smoke detectors.

ARTICLE 11. RESPONSIBLITIES OF CITY WITH REGARD TO PROPERTY:

11.01 The CITY shall be responsible to repair or maintain the Property, any portion thereof, or any facilities situated thereon during the term of the Lease.

11.02 The CITY is not responsible to LESSEE for any claims of compensation for any losses, damages or injury resulting from a condition of the Property or from the failure of any water supply, sewer or drainage facility, or caused by natural conditions, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of war, civilian commotion or riot, or any cause beyond the control of the Landlord.

11.03 All personal property placed on or moved onto the leased premises above described shall be at the risk of the LESSEE. CITY shall not be liable for any damage or loss of personal property arising from flooding or from the bursting or leaking of water or sewer pipes.

ARTICLE 12. DESTRUCTION OF PREMISES

12.01 In the event the leased premises or any part shall be destroyed or damaged by fire, water or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Lease by CITY impossible, then this Lease shall terminate and the LESSEE shall pay rental for the leased premises only up to the time of such termination, at the rate specified, and the LESSEE waives any claim for damages or compensation should this Lease be so terminated.

ARTICLE 13. INDEMNIFICATION AND HOLD HARMLESS

13.01 LESSEE shall defend, indemnify and hold CITY, it's officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of LESSEE, it's officers, agents or employees.

To the extent permitted by Florida Statutes, CITY shall defend, indemnify and hold LESSEE, it's officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the

negligent or intentional acts or omissions of CITY, it's officers, agents or employees.

Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, and limits the City's liability for any of the above to the sovereign immunity levels as set forth in Florida Statute 768.28.

ARTICLE 14. CITY'S RIGHT OF CANCELLATION

14.01 CITY may cancel this Lease by giving LESSEE thirty (30) days advance written notice, to be served as provided by law, upon the happening of any one of the following events:

(a) The abandonment by LESSEE of the leasehold premises.

(b) Default in the performance of any of the covenants and conditions required (except rental payment) to be kept and performed by LESSEE and such default continues for a period of ten (10) days after receipt of written notice from the CITY of the default. Provided that: (1) if the nature of the default is such that it cannot be cured in a period of ten (10) days from the date of the default, and (2) LESSEE shall commence good faith efforts to cure such default no later than five (5) days after such notice, and (3) such efforts are diligently prosecuted to completion, to CITY's satisfaction, then it shall be deemed that no default shall have occurred under the provisions of this subsection

14.02 If LESSEE fails to pay any rent, charges, or fees due within five (5) days after CITY transmits a written Past Due Statement to the LESSEE, CITY may give LESSEE notice in writing of its intention to terminate this Lease unless LESSEE shall correct such failure to pay within five (5) days, and if such correction has not been made within the time period, the CITY may, at its option, immediately cancel this Lease, enter the premises leased and repossess same from LESSEE, and the Lease shall be considered terminated. It shall not be necessary for CITY to make entry to effectuate termination.

14.03 CITY may cancel this Lease, at any time, upon five (5) days notice, in the event LESSEE ceases to provide youth programming and activities as the Police Athletic League of North Miami, Inc., as specified in paragraph 4 above.

ARTICLE 15. LESSEE'S RIGHT OF CANCELLATION

15.01 LESSEE may cancel this Lease by giving CITY thirty (30) days advance written notice, to be served as provided by law, upon the happening of the following events:

(a) Default in the performance of any of the covenants and conditions required to be kept and performed by CITY and if such default continues for a period of five (5) days after receipt of written notice from the LESSEE of the default. Provided that: (1) if the nature of the default is such that it cannot be cured in a period of five (5) days from the date of the default, and (2) CITY shall commence good faith efforts to cure such default no later than five (5) days after such notice, and (3) such efforts are diligently prosecuted to completion, then it shall be deemed

that no default shall have occurred under the provisions of this subsection; or

(b) LESSEE ceases to provide training, as specified in paragraph 4 above.

ARTICLE 16. NO WAIVER BY CITY

16.01 No waiver of default by CITY of any of the terms, conditions, or covenants of this Lease to be kept and performed by LESSEE shall be construed to be or act as a waiver by CITY of any subsequent default on the part of the LESSEE.

ARTICLE 17. EASEMENTS

17.01 Nothing in this Lease shall impair any existing utility easement nor impair the right of access to any existing or necessary utility lines.

17.02 CITY reserves the right to grant non-exclusive utility easements, licenses and rights-of-way to others over, under, through, across or on the leased premises.

ARTICLE 18. CONSENT AND APPROVAL

18.01 Nothing in this Lease shall be construed to waive or limit CITY's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations. Where approval or consent of CITY is required under this Agreement, such consent or approval shall be deemed to refer to the CITY's consent or approval as landlord and such consent or approval shall be contractual in nature and shall not be in lieu of any required governmental approval of CITY. The City Manager or a designee shall act for CITY in matters relating to contractual approvals and notices.

ARTICLE 19. RIGHTS RESERVED TO THE CITY

19.01 Rights not specifically granted the LESSEE by this Lease are reserved to the CITY.

ARTICLE 20. INVALIDITY OF CLAUSES

20.01 The invalidity of any portion, article, paragraph, provision or clause of this Lease Agreement shall have no affect upon the validity of any other portion.

ARTICLE 21. BINDING EFFECT

21.01 The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties and their successors and assigns.

ARTICLE 22. MODIFICATION

22.01 This Lease constitutes the entire agreement and shall be modified or amended only by written agreement of the parties.

ARTICLE 23. SECURITY

23.01 The LESSEE acknowledges and accepts full responsibility for the security and protection of all persons, equipment, and facilities within its leased area and for prevention of unauthorized access to its facilities.

ARTICLE 24. NOTICE

24.01 Notices to CITY shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, addressed to:

City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to:
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attention: City Attorney

and notices to LESSEE, if sent by certified mail, return receipt requested, postage prepaid addressed to:

The Police Athletic League of North Miami, Inc.
Registered Agent: Officer James Stuart
700 N.E. 124th Street
North Miami, FL 33161

or such other respective address as the parties may designate to each other in writing from time to time.

ARTICLE 25. SURRENDER OF PREMISES

25.01 The LESSEE shall surrender and deliver the leased premises to the CITY upon termination of this Lease Agreement.

25.02 The LESSEE, within five (5) days following the termination of this Agreement, shall remove all personal property. Any personal property of LESSEE not removed in accordance with this Article may be removed by the CITY for storage at the cost of LESSEE. Failure on the part of LESSEE to reclaim its personal property within five (5) days from the date of termination shall, at CITY's option, constitute a gratuitous transfer of title to the CITY for whatever disposition is deemed to be in the best interests of the CITY.

25.03 Upon termination, LESSEE shall surrender the leased premises in good, clean and neat condition.

ARTICLE 26. INSURANCE

26.01 The LESSEE agrees to procure and maintain liability insurance, in the nature of a Tenant Form of Homeowner Policy, with an insurance company authorized to transact business in the State of Florida, acceptable to CITY's Risk Management Department, with the policy showing "The City of North Miami, Florida, a Florida municipal corporation" as an additional insured, and with limits of not less than $1,000,000.00 per person, $2,000,000.00 per incident for personal injury, including death, and $1,000,000.00 per incident for property damage liability, as evidenced by Certificate of Insurance, a signed copy of which shall be transmitted to the CITY prior to LESSEE taking possession of the leased premises and throughout the term hereof. The insurance shall support LESSEE's agreement of indemnity and shall so state on the Certificate. Further, the Certificate of Insurance shall unequivocally provide the City written notice thirty (30) days prior to any material change or cancellation of coverage. The liability insurance must be acceptable to and approved by CITY Risk Management Department as to form and types of coverage, and shall include an endorsement showing the CITY to have first party coverage.

26.02 Limitation of Liability. The CITY desires to enter into this agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out a breach of this agreement, so that its liability will never exceed the agreed sum of $100.00. LESSEE expresses its willingness to enter into this agreement with LESSEE's recovery from the CITY for any action or claim arising from breach of this agreement to be limited to $100.00.

Accordingly, and notwithstanding any other term or condition of this agreement, LESSEE agrees that the CITY shall not be liable to LESSEE for damages in an amount in excess of $100.00, for any action or claim of the LESSEE or any third party arising out of this agreement. Nothing contained in this paragraph or elsewhere in this agreement is in any way intended to be a waiver of the limitation placed upon CITY's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CITY does not waive sovereign immunity, and no claim or award against the CITY shall include attorney's fees, investigative costs or pre-judgment interest.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the City of North Miami, Florida, has caused this Lease to be signed by the City Manager and attested by the Clerk pursuant to authority granted by the City Council, and the LESSEE has executed the same, by its authorized representative, the day and year first written above.

ATTEST:

Deputy for Michael A. Etienne, Esq.
City Clerk

CITY OF NORTH MIAMI

Stephen E. Johnson
City Manager

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES:

Print Name: Diana Chang

Print Name: Kessler Brooks

LESSEE:

By: For Marc Elias, Jr.
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Regine M. Monestime
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF LOT 5 OF "FRED C. MILLER'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, AT PAGE 21, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING IN THE NE 1/4 OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 30; THENCE RUN S02°48'16"E ALONG THE CENTER LINE OF N.E. 8th AVENUE FOR A DISTANCE OF 50.05 FEET TO A POINT; THENCE S87°00'29"W FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S02°48'16"E ALONG A LINE 30.00 FEET WEST AND PARALLEL TO THE CENTER LINE OF SAID N.E. 8th AVENUE FOR A DISTANCE OF 155.95 FEET TO A POINT; THENCE S87°00'29"W FOR A DISTANCE OF 175.00 FEET TO A POINT; THENCE N02°48'16"W FOR A DISTANCE OF 171.00 FEET TO A POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 916 (N.E. 135th STREET); THENCE N87°00'29"E ALONG SAID SOUTH RIGHT- OF-WAY LINE OF N.E. 135th STREET FOR A DISTANCE OF 159.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS S02°59'31"E FROM SAID POINT OF INTERSECTION; THENCE RUN SOUTHEASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING A RADIUS OF 15.00 FEET, THROUGH A CENTRAL ANGLE OF 90°11'15, FOR AN ARC DISTANCE OF 23.61 FEET TO THE POINT OF BEGINNING; CONTAINNING AN AREA OF 0.68 ACRES OR 29,876 sq. ft. MORE OR LESS.

THIS DESCRIPTION IS PART AND LOCATED WITHIN FOLIO No. 06-2230-013-0040