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CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(RFQ No. 50-15-16; Independent Auditing Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of 11/30/2016, 2016 ("Effective Date"), between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **RSM US LLP**, a limited liability partnership organized and registered to do business in the State of Florida, having a principal address at One South Wacker Drive, Suite 800, Chicago, IL 60606 ("CPA"). The City and CPA shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on September 8, 2016, the City advertised ***Request for Qualifications - Independent Auditing Services RFQ No. 50-15-16***, as amended ("RFQ"), requesting proposals from qualified and experienced Certified Public Accounting firms to provide independent auditing services to review and audit the City's financial statements in accordance with the conditions, terms and specifications contained in the RFQ ("Services"); and

WHEREAS, on October 4, 2016, the City's Evaluation Committee completed its review and ranking of all respondents, in accordance with Section 218.391, Florida Statutes (2016), and thereby selected RSM US LLP ("CPA"), as the most responsive/responsible provider of Services, whose qualifications, references and fee demonstrated to be the most advantageous to the City; and

WHEREAS, on October 25, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-111, approving the selection of CPA for the provision of Services, and further authorized the City Manager and City Attorney to execute this Agreement with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Qualifications - Independent Auditing Services RFQ No. 50-15-16***, as amended by Solicitation Attachments and Addendum No. 1, attached hereto by reference;

2.1.2 CPA's response to the RFQ ("Qualifications"), attached hereto by reference;

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2.1.3 Evaluation Committee Scores and Ranking, dated October 4, 2016, attached hereto as Exhibit "A";

2.1.4 CPA's Financial Audit Services submission of ***Scope of Services & Timeline, Engagement Team and Proposed Fees***, dated October 11, 2016, attached hereto as Exhibit "B";

2.1.5 Resolution No. 2016-R-111, passed and adopted by the Mayor and City Council on October 25, 2016, approving the selection of CPA for the provision of Services, attached hereto as Exhibit "C"; and

2.1.6 Any additional documents which are required to be submitted by CPA under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The RFQ.
2.2.4 The Qualifications.

2.3 The Parties agree that CPA is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to CPA submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 – TERM OF AGREEMENT

3.1 The Initial Term of this Agreement shall be a period of three (3) years from the Effective Date. Upon conclusion of the Initial Term of three (3) years, this Agreement may be renewed for two (2) additional one (1) year periods, under the same terms and conditions, at the sole discretion of the City. The fee structure of the Agreement shall remain firm for the entire Initial Term including any and all renewal periods.

3.2 CPA agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the CPA, and the acceptance of Services by the City Manager.

3.3 Minor adjustments to the Term which are approved in writing by the City Manager in advance, shall not constitute non-performance by CPA. Any impact on the time for performance shall be determined and a time schedule for completion of Services will be modified accordingly.

3.4 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the CPA's ability to perform Services or any portion thereof, the City Manager may request that the CPA, within a reasonable time frame set forth in the City Manager's request,

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provide adequate assurances to the City in writing, of CPA's ability to perform in accordance with terms of this Agreement. In the event that the CPA fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.5 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 CPA shall be paid an annual amount not to exceed One Hundred Eight Thousand Dollars ($108,000.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to CPA.

ARTICLE 5 - SCOPE OF SERVICES

5.1 CPA agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. CPA shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 CPA agrees that Services shall include all of the necessary labor, supervision, materials, supplies, furnishings, facilities, and equipment including those things reasonably inferable from the Contract Documents needed to successfully complete and deliver the requested Services. Without any limitations to the foregoing, Services (as more particularly described in the RFQ) shall include the following:

5.2.1 Annual examinations, beginning with City financial statements for fiscal year ending September 30, 2016.

5.2.2 Financial audits.

5.2.3 Review of internal controls.

5.2.4 Management letter containing audit findings.

5.2.5 Data processing review.

5.2.6 Federal and state compliance audits.

5.2.7 Special audit for Landfill Trust.

5.2.8 Additional related services as requested by the City Manager or his designee.

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5.2.9 Invoicing for work-in-progress.

5.2.10 Retainage of working papers.

5.2.11 Available support personnel.

5.3 CPA represents and warrants to the City that: (i) CPA possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) CPA is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of CPA is duly authorized to execute same and fully bind CPA as a Party to this Agreement.

5.4 CPA agrees and understands that: (i) any and all subcontractors used by CPA shall be paid by CPA and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by CPA. Any work performed for CPA by a subcontractor will be pursuant to an appropriate agreement between CPA and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.5 CPA warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the CPA at its own cost, whether or not specifically called for.

5.6 CPA warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the CPA at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City Manager shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to CPA. In such event, the City shall pay CPA compensation for Services rendered prior to the effective date of termination. The City shall not be liable to CPA for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 CPA, its employees, subcontractors and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. CPA shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

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ARTICLE 8 - DEFAULT

8.1 In the event the CPA fails to comply with any provision of this Agreement, the City Manager may declare the CPA in default by written notification. The City Manager shall have the right to terminate this Agreement if the CPA fails to cure the default within ten (10) days after receiving notice of default from the City Manager. If the CPA fails to cure the default, the CPA will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the CPA shall return such sums due to the City within ten (10) days after notice that such sums are due. The CPA understands and agrees that termination of this Agreement under this section shall not release CPA from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CPA'S ERRORS AND OMISSIONS

9.1 CPA shall be responsible for technically deficient reports, analysis or audits due to CPA's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. The CPA shall also be responsible for all direct damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 CPA agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of CPA, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by CPA's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and subject to Section 16.14 of this Agreement no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the CPA shall submit certificate(s) of insurance meeting or exceeding the required coverage and specifically providing that the City is an additional named insured, with the following minimum coverage:

11.1.1 Commercial General Liability - with dedicated minimum limits of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, and medical payments.

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11.1.2 Professional Liability (Errors and Omissions) – with a minimum of Two Million Dollars ($2,000,000.00) limit covering damages arising from the negligence of CPA in the performance of Services.

11.1.3 Commercial Automobile Liability - with minimum limit of One Million Dollars ($1,000,000.00) covering any automobile including owned, non-owned, hired or leased vehicles.

11.1.4 Worker's Compensation - as required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars ($1,000,000.00) per accident, for bodily injury or disease.

11.2 CPA shall not commence Services under this Agreement until after CPA has obtained all of the minimum insurance coverage prescribed above and the policies of such insurance detailing the provisions of coverage have been received and approved by the City Manager.

11.3 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured via a blanket endorsement, where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

11.4 CPA shall guarantee that all required insurance remain current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by CPA in full force and effect throughout the Term of Agreement, including any extensions.

11.5 The City shall be named as an additional insured via a blanket endorsement for claims caused in whole or in part by the CPA, its subcontractors', employees' or assignees' negligent acts or omissions during the Term of this Agreement. This provision shall not limit the City's recovery for coverage under the CPA's insurance policy.

11.6 CPA shall not permit any subcontractor to begin Services until after similar minimum insurance to cover subcontractor has been obtained and approved by the City Manager.

11.7 In the event the insurance certificate provided by CPA or subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, CPA shall furnish, at least thirty (30) days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. CPA shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

11.8 All insurance policies required from CPA shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

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ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All deliverables developed by CPA under this Agreement shall be delivered by CPA to the City Manager upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The CPA agrees that all deliverables generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016). CPA's work papers shall at all times remain the property of the CPA and CPA reserves the right to assert its work papers are not public records as defined by Chapter 119, Florida Statutes (2016).

ARTICLE 13 – PUBLIC RECORDS

13.1 CPA understands that the City is a public agency under Florida Law and that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the City and the public to all documents subject to disclosure under applicable law. CPA's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof, by the City Manager. As required by Section 119.0701(2)(a), Florida Statues (2016), if CPA, as the contractor for Services under this Agreement:

HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXTENSION 12244, FMEDRANDA@NORTHMIAMIFL.GOV, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

13.2 Additionally, pursuant to Section 119.0701(2)(b), Florida Statutes (2016), CPA under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a contractor with the City as a public agency, must:

13.2.1 Keep and maintain public records required by the public agency to perform the Service.

13.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

13.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CPA does not transfer the records to the public agency.

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13.2.4 Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CPA or keep and maintain public records required by the public agency to perform the service. If the CPA transfers all public records to the public agency upon completion of the Agreement, the CPA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CPA keeps and maintains public records upon completion of the contract, the CPA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.3 CPA and City understand that Section 119.0701(3), Florida Statutes (2016), further requires that:

13.3.1 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the CPA of the request, and the CPA must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

13.3.2 If CPA does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

13.3.3 CPA who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statues.

13.4 CPA and City understand that Section 119.0701(4), Florida Statutes (2016), provides that:

13.4.1 If a civil action is filed against a CPA to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

13.4.2 A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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13.4.3 A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

13.5 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the CPA pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the CPA for any other purposes whatsoever without the written consent of the City Manager.

13.6 In the event the Agreement is terminated, CPA agrees to provide the City Manager all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 14 - NOTICES

14.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For CPA:
RSM US LLP
Attn: Donnovan Maginley, Partner
801 Brickell Avenue
Suite 1050
Miami, FL 33131
Phone: (305) 442-8801
Facsimile: (305) 442-7478
Email: donnovan.maginley@rsmus.com

For the City:
City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to:
City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

14.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

14.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

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ARTICLE 15 - CONFLICT OF INTEREST

15.1 CPA represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

15.2 CPA covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the CPA, except as fully disclosed and approved by the City Manager. CPA further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in the U.S. Southern District of Florida, or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

16.6 The City Manager reserves the right to audit the financial records of the CPA covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The CPA agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

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16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by CPA pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The CPA agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

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

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Witness:

DocuSigned by:
By: Anil Harris
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Print Name: Anil Harris

Date: 11/23/2016

RSM US LLP, a Florida limited liability partnership, "**CPA**":

DocuSigned by:
By: Donnovan Maginley
C74D3578429B496...

Print Name: Donnovan Maginley

Date: 11/22/2016

ATTEST:

DocuSigned by:
By: 2C7010872EE8414...
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal corporation:
"**City**"

DocuSigned by:
By: Larry Spring
C23984DEA2724CF...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
By: Jeff P. H. Cazeau
3C2C76D6D7D5464...
Jeff P. H. Cazeau, Esq.
City Attorney