ATTACHMENT “E”

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR CITY USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM
FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR CITY USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This First Amended and Restated Interlocal Agreement ("Agreement") is made and entered into this 26 day of ______________, 2004, by and between Miami-Dade County by and through its Board of County Commissioners ("County") and those municipalities whose names appear in Exhibit "A", attached hereto and made part hereof, their successors and assigns, hereinafter referred to as Contract Cities, to provide for use of the County Solid Waste Management System by Contract Cities for their solid waste disposal and transfer needs.

BACKGROUND REASONS

Whereas, the Miami-Dade County Board of County Commissioners (the "Board") hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for Solid Waste disposal and management facilities and services; and

Whereas, the County desires to maximize the use of its Resources Recovery facility processes and to extend the life of its landfills; and

Whereas, the Contract Cities desire to use the County Solid Waste Management System for their solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the Contract Cities desire to reestablish or continue their reliance on the County Solid Waste Management System to satisfy Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to solid waste disposal capacity for the solid waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement, and actually disposed of therein; and

Whereas, the County and the Contract Cities desire to formalize their relationship regarding solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes.

Whereas, by this first amended and restated agreement, the County desires to clarify the conditions under which Contract Cities may use the Waste Management Inc. of Florida landfill in Medley, Florida; modify the definition of Source Separated Recyclable Materials by adding specific materials and increasing flexibility with regard to the further addition of materials; and add a definition of construction and demolition debris, and

Whereas, the amended agreement as stated herein shall be available to all municipalities.
NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this Agreement, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this Agreement in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the Agreement; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the County or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this Agreement), change in foreign law, change in law which adversely affects the County's legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in performing its obligations under this Agreement shall constitute a change in law for any purposes of this Agreement.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 F.S.) by (a) county (ies), or (a) municipality (ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements
Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

**Construction and Demolition Debris** - discarded materials generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, roofing material, lumber, and gypsum wallboard which are generated from building repair, renovation, construction or demolition projects. Commingling construction and demolition debris with solid waste generated from other than building repair, renovation, construction or demolition projects will cause such waste to be classified as Municipal Solid Waste.

**Contract City (ies)** - the municipal corporation or corporations existing under the laws of the State of Florida, that enter into this Agreement with the County and whose names appear in Exhibit "A" to this Agreement. For the purpose of this Agreement, the unincorporated areas of Miami-Dade County, as delineated in Exhibit "D", shall be considered a Contract City.

**County** - Miami-Dade County, Florida by and through its Board of County Commissioners.

**County Disposal Fee** - the fee charged to dispose of solid waste at County-owned solid waste disposal facilities or facilities operated under contract with the County for solid waste disposal.

**County Solid Waste Management System** - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County, which shall include the North Dade Landfill, South Dade Landfill, Resources Recovery Facility, Waste Management of Florida, Inc. Landfill in the City of Medley, Florida, Northeast Transfer Station, Central Transfer Station, West Transfer Station, and other such facilities as may be added to or deleted from this listing from time to time, by the County Manager at his sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**Director** - the Director of the Department of Solid Waste Management or his/her designee.

**Exclusive Franchise or License** - (a) contract(s) between a Contract City and a (limited number of) third party contractor(s) for the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the Contract City a fee.

**Fiscal Year** - the period beginning October 1 of each year and ending September 30 of the subsequent year.

**Force Majeure** - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people; civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, which by the exercise of due diligence the party relying therein as justification for not performing any obligation under this Agreement
shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

**Municipal Solid Waste (MSW) or Solid Waste or Waste** - all discarded materials or substances, exclusive of source-separated recyclable materials, which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form.

**Non-Exclusive Franchise or License** - a regulatory program under which an unlimited number of Solid Waste haulers are given the right and privilege to collect waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the Contract City a fee.

**Short-Term Disposal** - delivery of solid waste to the County Solid Waste Management System for disposal without having a minimum ten (10) year waste disposal agreement with the County.

**Short-Term Disposal Fee(s)** - the fee(s) paid by private haulers or municipalities for Short-Term disposal of solid waste in the County Solid Waste Management System.

**Source-Separated Recyclable Materials** - materials separated from MSW at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, construction and demolition debris, aseptic and gable-top containers, corrugated cardboard, magazines, mixed waste paper, newspapers, telephone books, household batteries, glass containers, plastic containers, steel cans, aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Manager, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

**Transfer Fee** - the fee charged to transfer solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

**ARTICLE 1**

**CONSTRUCTION OF INTERLOCAL AGREEMENT**

The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

**ARTICLE 2**

**RESPONSIBILITIES OF THE COUNTY**

A. **Provision of Disposal Capacity.** The County shall provide MSW disposal capacity (and transfer, as applicable) for the solid waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal,
and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement. The provision of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws.

B. Disposal Capacity for Concurrency. The County shall maintain sufficient MSW disposal capacity in the County Solid Waste Management System to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, F.S.) only as it applies to solid waste disposal capacity for the solid waste which each Contract City collects for disposal, or that which is collected for it by third parties under contract with the Contract City for disposal, and which is committed to the County for disposal in the County Solid Waste Management System in accordance with this Agreement, and actually disposed of therein.

C. Standardization of Agreement. The terms of this Agreement shall be substantially the same for all Contract Cities.

ARTICLE 3
RESPONSIBILITIES OF THE CONTRACT CITIES

A. Delivery of MSW to County. Each Contract City shall deliver all the MSW it collects for disposal, or cause delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding source-separated recyclable materials, to (a) County Solid Waste Management System facility(ies), at Disposal Fee rates as specified herein. Delivery of Waste by Contract Cities to the Waste Management Inc. of Florida landfill in Medley, Florida shall be permitted for the term of this agreement; provided that, (1) the County’s agreement with Waste Management Inc. of Florida, dated October 27, 1995, is in effect, (2) the landfill is accepting waste for disposal, and (3) waste from (a) Contract City(ies) is not needed at the Resources Recovery facility, as determined by the Director, in his/her sole discretion.

Contract Cities which have entered into Solid Waste disposal agreements with third party contractors prior to July 28, 1995, the terms of which extend into the term of this Agreement for a portion of Fiscal Year 1995-96, are not obligated to deliver Solid Waste to the County for that portion of Fiscal Year 1995-96 covered by the third party agreements, copies of which are incorporated herein as Exhibit "C". Such Contract Cities shall otherwise adhere to all terms of this Agreement. Area(s) of unincorporated Miami-Dade County, as delineated in Exhibit "D", which incorporate subsequent to the date of this Agreement shall comply with all terms of this Agreement, unless expressly relieved from doing so by resolution of the Board.

The Director may identify particular facilities to which each Contract City shall deliver its waste. Any Contract City may deliver its waste to a County transfer facility if the applicable transfer fee is paid to the County. At no time during the term of this Agreement shall any Contract City be required to deliver MSW to a County transfer facility unless the County Disposal Fee is the same at all County Solid Waste Management System facilities. No Contract City shall be directed to deliver its waste to a disposal facility which is farther from that Contract City's boundaries than the closest county-owned disposal facility. No Contract City shall be directed to deliver its waste to a transfer facility which is farther from that Contract City's boundaries than the closest county-owned transfer facility. In no case shall a Contract
City be required to deliver its waste to a County Solid Waste Management System facility which is farther than twenty (20) miles from that Contract City's nearest boundary in order to take full advantage of its rights under this Agreement.

B. Use of Other Facilities Prohibited. Each Contract City shall not deliver any MSW it collects for disposal, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, excluding source-separated recyclable materials, to a solid waste disposal or transfer facility other than a County Solid Waste Management System facility for the term of this Agreement. No Contract City shall deliver any MSW it collects, or cause or suffer delivery of that MSW which is collected for it by third parties under contract with the Contract City for disposal, other than source-separated recyclable materials, to a materials recovery or recycling facility for the term of this Agreement.

C. Hauler Contracts. Each Contract City shall include in any contracts with Solid Waste haulers, or amendments to such contracts, which it executes, renews or extends after the date of this Agreement, a provision that all solid waste collected for the Contract City shall be delivered to a specified County Solid Waste Management System facility for disposal. This provision shall apply to exclusive franchise or license agreements with Solid Waste haulers. This provision shall not apply to a non-exclusive franchise or license to haul solid waste.

D. Disposal and Transfer Fees. Each Contract City shall pay a Disposal Fee (and a Transfer Fee, as applicable) for each ton of MSW delivered to the County Solid Waste Management System for disposal. Each Contract City shall pay a maximum Disposal Fee of forty-five dollars ($45.00) per ton to the County for disposal of MSW delivered to County Solid Waste Management System facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Disposal Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. As applicable, each Contract City shall pay a maximum Transfer Fee of nine dollars ($9.00) per ton to the County for transfer of MSW delivered to County Solid Waste Management System transfer facilities for Fiscal Years 1995-96, 1996-97, and 1997-98. This Transfer Fee shall be established by separate administrative order, which shall not become effective until approved by the Board. The Disposal Fee and Transfer Fee may be increased or decreased for inflation or deflation beginning on October 1, 1998, and on the first day of each Fiscal Year thereafter, relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States (CPI) for the prior period of July 1 through June 30. Such CPI increases or decreases shall be capped at five percent (5%) per year for the term of this Agreement. In the event that the actual CPI increase or decrease exceeds the five percent (5%) cap in a given Fiscal Year, the amount of CPI increase or decrease above or below the five percent (5%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than five percent (5%). The Disposal Fee and Transfer Fee shall not otherwise increase, unless as required by Change in Law, as defined herein, which may occur at any time during the term of this Agreement. The County shall notify each Contract City of proposed disposal fee and Transfer Fee adjustments on the basis of change in law. The disposal fee or Transfer Fee increase based on Change in Law shall fully compensate the County for its increased costs. Each Contract City shall pay prevailing disposal fees for waste materials for which the County charges other than the County Disposal Fee for the
entire term of this Agreement, including, without limitation, tires, asbestos, construction and demolition debris, and clean yard trash, if provided to the County for disposal.

E. **Terms of Payment.** The County shall invoice the Contract Cities for Disposal Fees, based on County weighing records, by means of First Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this Agreement, and continuing monthly thereafter for the term of this Agreement. In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of Disposal Fees owed to the County shall be due from, and payment shall be made by, each Contract City forty-five (45) days from the date of receipt of the County's monthly invoice.

F. **Dispute on Invoicing.** In the event of a dispute on invoicing, the Contract City shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the County. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Manager or his designee shall confer with the Contract City and the County Manager or his designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should a Contract City disagree with the determination of the County Manager or his designee, it may pursue any remedy at law except withholding payment.

**ARTICLE 4**

**WEIGHING RECORDS**

The County shall cause all County Solid Waste Management System facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering MSW. Each vehicle delivering MSW from a Contract City, or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The County or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. Each Contract City shall provide the County with information about each private hauler delivering MSW on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid County solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County, as amended from time to time.

The County will supply each Contract City with monthly weighing records as may be reasonably required by the Contract City to administer its waste collection program. Copies of all transaction tickets will be maintained by the County for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of MSW delivered using a schedule of estimated waste material weights in accordance with Section 15-25, Subsections (b) and (d) of the Miami-Dade County Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The County shall use reasonable efforts to maintain the scales in an operable condition.
ARTICLE 5  
SHORT-TERM DISPOSAL  
The Contract Cities agree that the County Solid Waste Management System may accept MSW on a Short-Term Disposal basis from private or municipal haulers, so long as the capacity to receive solid waste delivered on behalf of any Contract City is not impaired, and provided that such haulers shall pay (a) Short-Term Disposal Fee(s) of at least ten percent (10%) above that charged to Contract Cities. The (a) Short-Term Disposal Fee(s) shall be established by separate administrative order, which shall not become effective until approved by the Board. All Disposal Fee revenues generated pursuant to this Agreement shall be used to pay County Solid Waste Management System costs. This provision shall not inhibit the County from entering into agreements with private haulers for delivery of waste to County disposal facilities (with the exception of agreements for delivery of waste collected by (a) private hauler(s) under contract with any municipality that is not a party to this Agreement, which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the County shall not offer (a) Disposal Fee(s) less than that agreed to herein by the Contract Cities to any private hauler for the term of this Agreement.

ARTICLE 6  
RELATIONSHIPS OF THE PARTIES  
Nothing in this Agreement shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this Agreement are not joint; the obligations are separate and several between each of the Contract Cities and County.

ARTICLE 7  
HEADINGS  
Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8  
DURATION OF AGREEMENT  
The term of MSW deliveries by each Contract City to the County under this Agreement shall commence with the date of execution and shall remain in effect up to and including October 31, 2033. The Agreement shall be executed and approved by resolution of each Contract City’s governing body and shall become effective upon execution by the County. A copy of the resolution of approval shall be transmitted to the County Manager within five (5) days following the date of each Contract City’s approval.
ARTICLE 9
AGREEMENT GOVERNS; ENTIRE AGREEMENT
This Agreement shall govern and supersede any other Interlocal agreement between the Contract Cities and the County with regard to use of the County Solid Waste Management System. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10
REPRESENTATIONS OF THE COUNTY
The County represents that (A) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and (B) it has the required power and authority to perform this Agreement.

ARTICLE 11
REPRESENTATIONS OF THE CONTRACT CITIES
Each Contract City represents that (A) this Agreement has been duly authorized, executed and delivered by the Governing Body of the Contract City, and (B) it has the required power and authority to perform this Agreement.

ARTICLE 12
APPROVALS AND NOTICES
All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as provided in Exhibit "B", attached hereto and made part hereof.

Changes in the respective addresses of Contract Cities provided in Exhibit "B" and of County provided on the signature page may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13
AMENDMENT TO AGREEMENT
This Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

ARTICLE 14
NON-ASSIGNMENT
In no case shall a Contract City assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event a Contract City attempts to assign, transfer, convey or otherwise hypothecate this Agreement or the Contract
City's rights, duties or obligations hereunder, or any part thereof, the County may at its option, terminate this Agreement with respect to that Contract City.

ARTICLE 15
RIGHTS OF OTHERS

Nothing in this Agreement, either express or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

ARTICLE 16
WAIVER

There shall be no waiver of any right related to this Agreement unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this Agreement during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the County to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "County event of default". If a County event of default should occur, the affected Contract City(ies) shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this Agreement as it applies to the Contract City(ies) together with all rights granted to the County hereunder are terminated, effective upon such date as is designated by the Contract City(ies); 2. any and all other rights provided under federal laws and the laws of the State of Florida. 3. in any event, the County shall maintain responsibility for any debts owed to each Contract City for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the Contract City(ies) shall not terminate this Agreement for a "County event of default" unless the Contract City(ies) first give(s) the County written notice of intent to terminate specifying the alleged
default, and providing the County a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19
CONTRACT CITY EVENT OF DEFAULT
Without limitation, the failure by a Contract City to substantially fulfill any of its material obligations in accordance with this Agreement, unless excuses are justified by Force Majeure, shall constitute a "Contract City event of default". If a Contract City event of default should occur, the County shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the Contract City hereunder are terminated, effective upon such date as is designated by the County; 2. any and all rights provided under federal laws and the laws of the State of Florida. 3. in any event, the Contract City shall maintain responsibility for any debts owed to the County for services provided under the terms of this Agreement. Notwithstanding any other provision of this article, the County shall not terminate this Agreement for a "City event of default" unless the County first gives the Contract City written notice of intent to terminate specifying the alleged default, and providing the Contract City a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20
FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA
This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21
TERMINATION
This Agreement may be terminated upon mutual consent, in writing, between any Contract City and the County.

ARTICLE 22
COUNTERPARTS
This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23
INVALIDITY OF PROVISIONS
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, and this Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Contract Cities named in Exhibit "A", have caused this Agreement to be executed in theirs names by the Manager of each Contract City or his designee, attested by the Clerk of each Contract City's governing body and has caused the seal of each Contract City's governing body to be hereto attached, all on the day and year first written above.

Attest: HARVBY RUVIN, Clerk of the Board

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

By: [Signature]
Deputy Clerk
Miami-Dade County Commission

By: [Signature]
County Manager
Miami-Dade County Florida
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street:
Miami, FL 33128

[Signature]
Assistant County Attorney
CONTRACT CITY

City Of North Miami, Florida.
Name of Contract City

ATTEST:

By: Clarence Patterson
Contract City Manager

Jacqu Vine 22 day of March 2004

Re psychological City Clerk

[corporate seal]

APPROVED AS TO FORM:

J. O'Dell
Contract City Attorney