GRANT AGREEMENT
BETWEEN
DADE COUNTY, FLORIDA
AND
CITY OF NORTH MIAMI, FLORIDA

THIS AGREEMENT, made and entered this 2nd day of April, 1996, by and between METROPOLITAN DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the City of North Miami, Florida, a Florida municipal corporation (hereafter "CITY").

WITNESSETH:

WHEREAS, COUNTY desires to enter into an agreement with CITY for the grant of a portion of the cost of financing the remediation of the CITY'S Mnisport Landfill Site (hereafter the "LANDFILL").

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived herefrom, the parties covenant and agree as follows:

I. FUNDING ASSISTANCE

A. Subject to availability, an annual budgetary authorization by the COUNTY, and a COUNTY approved annual grant application from the CITY, the COUNTY shall provide to CITY an annual grant in the amount of the approved grant application not to exceed ONE MILLION ($1,000,000.00) DOLLARS each year during the term hereof, for the purposes set forth in Section II of this Agreement. The grant application shall be submitted at least ninety (90) days prior to the start of the applicable fiscal year, and
shall consist of the proposed budget and project schedule for the applicable fiscal year with the following supporting documentation:

- Engineer’s Opinion of Cost and final bid sheets
- Remedial Design and Remedial Action Work Plan
- Expenditure Justification for each budget line item
- Post Closure Maintenance Plan for the year
- Previous year expenditure summary by line item
- Remedial Action Schedule
- Remedial Action Engineering Plan (Construction Drawings)
- Financing plan for debt service components

The total grant funding amount for the applicable fiscal year shall be determined by the County’s review of the grant application based on the following criteria:

i) allowable project costs under Dade County Ordinance Number 95-174 adopted on September 20, 1995; increasing the Utility Service Fee;

ii) reasonable direct cost rates; and

iii) reasonable financing periods and cost

B. Subject to availability, the funds provided by COUNTY pursuant to this Agreement shall be derived from the Utility Service Fee increase initially implemented by Dade County Ordinance No. 95-174, as adopted on
September 20, 1995, to provide a stable recurring revenue source to assure necessary funding to cover ground-water protection related environmental projects. Any reduction in the collection of the Utility Service Fee shall proportionally reduce the amount payable to CITY. Any court order enjoining or limiting COUNTY’S authority to collect or enforce the Utility Service Fee shall reduce the COUNTY’S responsibility for funding assistance to CITY accordingly.

C. COUNTY recognizes that the City may incur short term or long term indebtedness for the purposes set forth in Section II of this Agreement and pledge, among other sources, the grants to be received hereunder for the payment of all or any part of the principal of and the interest on such indebtedness.

II. USE OF GRANT FUNDS

A. CITY shall utilize the grant funds provided for the following purposes:

(1) Construction, operation and maintenance of the Municore Site Remedial Action required by the CITY/U.S. EPA Consent Decree entered into in September 1991 and approved by the U.S. District Court on March 23, 1992, Case No. 91-2834. (U.S. Dist. Ct. S.D. FL.), and as the same may be amended; and
(2) Construction, operation and maintenance of the MuniSport Landfill Closure remedial action required by the April 25, 1995 Consent Agreement between the CITY and the State DEP and as the same may be amended, as made final by Landfill Closure permit or final Consent Agreement to be issued by the State DEP under Sec. 62-701, F.A.C., and as the same may be amended; and

(3) Payment of all or any part of the principal and interest on any short or long term indebtedness owed by City.

B. The authorized purpose of construction expenditure under paragraph (A) above and (C) below include hard construction costs as well as engineering, scientific and administrative costs related thereto.

C. The grant funds provided hereunder shall supplement and cover items not fully covered by the funds to be received by CITY from the State DEP pursuant to State Grant Contract HW-241, which was provided to assist the CITY with a portion of the costs of the Consent Decree Remedial Action by Sec. 24 of Chapter 92-30, Laws of Florida (1992). and shall not reimburse CITY for the expenditure of such State Grant funds.

D. CITY shall maintain accurate and complete books, records and documents, such as vouchers, bills, invoices, receipts and cancelled checks, sufficient to reflect properly all receipts and expenditures of grant funds for a period of three (3) years following final payment under this Agreement. All the above mentioned shall be retained by the City of North Miami in a secure
place and in an orderly fashion. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

E. CITY shall permit representatives of COUNTY to inspect and audit all books, records, documents and other supporting data and documentation relating to the CITY'S performance hereunder, including the use of funds. These rights of inspection and audit shall extend for a period of three (3) years following payment under this Agreement.

F. CITY shall promptly submit to the COUNTY Manager other written reports and documents as may be requested concerning the Remedial Action and Landfill Closure.

G. CITY shall promptly reimburse COUNTY for any unauthorized expenditures which may be determined by COUNTY.

H. The COUNTY reserves the right to cancel this Agreement for the wrongful refusal by the CITY to allow public access to all documents, papers, letters, or other materials, including those subject to the disclosure provisions of Chapter 119, F.S., if made or received by the CITY in conjunction with this Agreement.

I. The CITY shall allow representatives of the COUNTY access to the Site during business hours and any other reasonable times for purpose of determining compliance with this Agreement.
III. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of execution hereof and shall continue for a term of five (5) years, with three (3) renewal terms of five (5) years each subject to approval by the Board of County Commissioners.

IV. INDEMNIFICATION AND HOLD HARMLESS

A. It is expressly understood and intended that CITY is only a recipient of grant funds and is not an agent of COUNTY.

B. Subject to the monetary limits of Section 768.28, F.S., CITY shall defend, indemnify and hold harmless the COUNTY from any claim or damage for personal injuries or property damage, arising from the act, omission or performance or failure of performance of CITY or CITY'S agents, contractors, servants and employees hereunder.

V. PAYMENT SCHEDULE

A. Commencing on October 1, 1996, COUNTY will deliver a County Warrant in the amount not to exceed of ONE MILLION ($1,000,000.00) DOLLARS to CITY.

B. Thereafter, each year during the term hereof, on the anniversary date of such Agreement, subject to the conditions in Article I of this Agreement COUNTY will deliver to CITY a COUNTY warrant not to exceed ONE MILLION ($1,000,000.00) DOLLARS, so long as CITY is not in default hereunder.
VI. FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under the 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 of said unexpected or uncontrollable event, 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 ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice 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. It is further agreed and stipulated that each party hereto shall make all reasonable efforts 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.

Force Majeure shall be defined as an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and acts 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 be reasonably
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 thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of willful or negligent action or omission of such party.

VII. **DEFAULT**

A. Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". If a 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 this Agreement together with all rights granted to CITY thereunder are terminated, effective upon such date as is designated by the COUNTY.

Provided, however, an event of default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by CITY and provided that such default continues for a period of thirty (30) days after receipt of written notice from the COUNTY of said default. Notwithstanding the above, if the nature of the default
is such that it cannot be cured in a period of thirty (30) days from
the date of the default, and CITY commences reasonable efforts to
cure such default no later than thirty (30) days after such notice, and
such efforts are prosecuted to completion, to COUNTY'S reasonable
satisfaction, then it shall be deemed that no event of default shall
have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. **County Event of Default**

Without limitation, the failure by the COUNTY to substantially fulfill any
of its material obligations in accordance with this Agreement, unless such
failures are justified by Force Majeure. shall constitute a "COUNTY event
of default".

If a COUNTY event of default should occur, the CITY shall have all of the
following rights and remedies which it may exercise singly or in
combination:

1. The right to declare that this Agreement together with all rights
   granted to COUNTY thereunder are terminated, effective upon such
date as is designated by the CITY; provided, however, that an event
of default shall be defined to consist of default that shall occur by the
default in performance of any of the covenants and conditions
required herein to be kept and performed by COUNTY and provided
that such default continues for a period of thirty (30) days after receipt of written notice from the CITY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and COUNTY shall commences reasonable efforts to cure such default, no later than thirty (30) days after such notice, and such efforts are diligently prosecuted to completion to CITY'S reasonable satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this subsection.

2. Any and all rights provided under the laws of the State of Florida and the United States District Court for the Southern District of Florida.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Dade County, Florida.
IX. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

X. 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.

XI. RIGHTS OF OTHERS

Nothing in this Agreement expressed 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.
XII. REPRESENTATION OF CITY

The CITY represents that (I) this Agreement has been duly authorized, executed and delivered by the CITY, and (II) it has the required power and authority to perform this Agreement.

XIII. REPRESENTATION OF COUNTY

The COUNTY represents that (I) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners, as the governing body of the COUNTY, and (II) it has the required power and authority to perform this Agreement.

XIV. WAIVER

There shall be no waiver of any right related to this Agreement unless 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 right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XV. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.
XVI. INDEPENDENT CONTRACTOR

A. CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the COUNTY. CITY shall have control of the work performed hereunder in accordance with the terms of this Agreement and of all persons performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors.

B. Nothing herein shall be construed as creating a partnership or joint venture between the COUNTY and the CITY. No person performing any of the work or services described hereunder on behalf of CITY shall be considered an officer, agent, servant or employee of the COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of COUNTY.

XVII. INTERGOVERNMENTAL COOPERATION

CITY agrees that CITY shall not pursue a landfill remediation cost recovery action pursuant to CERCLA or RCRA or other Federal or State law against COUNTY and shall not include COUNTY as a potentially responsible party in CITY’S cost recovery legal action pending as City of North Miami vs. A & E Construction Company, Case No. 95-0545 (U.S. Dist. Ct. S.D., FL.).

XVIII. NOTICE

Notices to CITY provided for herein shall be sufficient if sent by Federal Express or 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 copy to:

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

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested, postage prepaid addressed to:

County Manager
Metropolitan Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Metropolitan Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

or such other respective address as the parties may designate to each other in writing from time to time.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:
HARVEY RUVIN, CLERK

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: ____________________________ By: ____________________________
DEPUTY CLERK

ARMANDO VIDAL
COUNTY MANAGER.

ATTEST:
SIMON H. BLOOM

CITY OF NORTH MIAMI

By: ____________________________ By: ____________________________
CITY CLERK

LAWRENCE C. CASEY
CITY MANAGER

Approved for Legal Sufficiency

JOHN DELLAGLORIA
CITY ATTORNEY

Authorized by the Dade County Commission on April 2, 1996 by Resolution No. R-333-96.

Approved by County Attorney as to form and legal sufficiency

[Signature] 4/15/96
FIRST AMENDED GRANT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
CITY OF NORTH MIAMI, FLORIDA

THIS FIRST AMENDED GRANT AGREEMENT, made and entered this 16th day of September, 1999, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the City of North Miami, Florida, a Florida municipal corporation (hereafter "CITY").

WITNESSETH

WHEREAS, COUNTY desires to enter into an agreement with CITY for the grant of a portion of the cost of financing the remediation of the CITY's Munisport Landfill Site (hereafter the "LANDFILL").

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived herefrom, the parties covenant and agree as follows:

I. FUNDING ASSISTANCE

A. Subject to availability, an annual budgetary authorization by the COUNTY, and a COUNTY approved annual grant application from the CITY, the COUNTY shall provide to CITY an annual grant in the amount of the approved grant application not to exceed ONE MILLION ($1,000,000.00) DOLLARS each year during the term hereof, for the purposes set forth in Section II of this Agreement. At least ninety (90) days prior to October 1st of the applicable fiscal year, an authorized City official shall submit to the County a grant application that includes an
affidavit that the grant provided by the County for the previous fiscal year was used by the City for an allowable purpose and in accordance with Section II below. Additionally, the City shall include in the grant application a proposed budget and project schedule for the applicable fiscal year with the following supporting documentation:

- Engineer's Opinion of Cost and final bid sheets
- Remedial Design and Remedial Action Work Plan
- Expenditure Justification for each budget line item
- Post Closure Maintenance Plan for the year
- Previous year expenditure summary by line item
- Remedial Action Schedule
- Remedial Action Engineering Plan (Construction Drawings)
- Financing plan for debt service components

The total grant funding amount for the applicable fiscal year shall be determined by the County's review of the grant application based on the following criteria:

i) allowable project costs under Dade County Ordinance Number 95-174 adopted on September 20, 1995, increasing the Utility Service Fee;

ii) reasonable direct cost rates; and

iii) reasonable financing periods and costs.

B. Subject to availability, the funds provided by COUNTY pursuant to this Agreement shall be derived from the Utility Service Fee increase initially implemented by Dade County Ordinance No. 95-174, as adopted on
September 20, 1995, to provide a stable revenue source to assure necessary funding to cover ground-water protection related environmental projects. Any reduction in the collection of the Utility Service Fee shall proportionally reduce the amount payable to CITY. Any court order enjoining or limiting COUNTY’s authority to collect or enforce the Utility Service Fee shall reduce the COUNTY’s responsibility for funding assistance to CITY accordingly.

C. COUNTY recognizes that the City may incur short term or long term indebtedness for the purposes set forth in Section II of this Agreement and pledge, among other sources, the grants to be received hereunder for the payment of all or any part of the principal of and the interest on such indebtedness.

II. USE OF GRANT FUNDS

A. CITY shall utilize the grant funds provided for the following purposes:

(1) Construction, operation and maintenance of the Munisport Site Remedial Action required by the CITY/ U.S. EPA Consent Decree entered into in September 1991 and approved by the U.S. District Court on March 23, 1992, Case No. 91-2834 (U.S. Dist. Ct. S.D., FL.), and as the same may be amended; and

(2) Construction, operation and maintenance of the Munisport Landfill Closure remedial action required by the April 25, 1995 Consent Agreement between the CITY and the State DEP and as the same may be amended, as made final by Landfill Closure permit or final Consent
Agreement to be issued by the State DEP under Sec. 62-701, F.A.C., and as the same may be amended; and

(3) Construction, operation, and maintenance of the Munisport Landfill Site (excluding Wetlands Mitigation Bank) required by the CITY and Miami-Dade Department of Environmental Resources Management (DERM) Consent Agreement entered into on February 10, 1998, and as the same be amended; and

(4) Payment of all or any part of the principal and interest on any short or long term indebtedness owed by City for construction, operation, and maintenance of the Munisport Landfill site required pursuant to items 1-3 above.

B. The authorized purpose of construction expenditure under paragraph (A) above and (C) below include hard construction costs as well as engineering, scientific and related administrative costs.

C. The grant funds provided hereunder shall supplement and cover items not fully covered by the funds to be received by CITY from the State DEP pursuant to State Grant Contract HW-241, which was provided to assist the CITY with a portion of the costs of the Consent Decree Remedial Action by Sec. 24 of Chapter 92-30, Laws of Florida (1992), and shall not reimburse CITY for the expenditure of such State Grant funds.

D. The CITY shall maintain accurate and complete books, records and documents, such as vouchers, bills, invoices, receipts and cancelled checks, sufficient to reflect properly all receipts and expenditures of grant funds for a period of three
(3) years following final payment under this Agreement. All the above mentioned shall be retained by the City of North Miami in a secure place and in an orderly fashion. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

E. The CITY shall permit representatives of COUNTY to inspect and audit all books, records, documents and other supporting data and documentation relating to the CITY’s performance hereunder, including the use of funds. These rights of inspection and audit shall extend for a period of three (3) years following payment under this Agreement.

F. The CITY shall promptly submit to the COUNTY Manager other written reports and documents as may be requested concerning the Remedial Action and Landfill Closure.

G. The CITY shall promptly reimburse COUNTY for any unauthorized expenditures which may be determined by COUNTY.

H. The COUNTY reserves the right to cancel this Agreement for the wrongful refusal by the CITY to allow public access to all documents, papers, letters, or other materials, including those subject to the disclosure provisions of Chapter 119, F.S., if made or received by the CITY in conjunction with this Agreement.

I. The CITY shall allow representatives of the COUNTY access to the Site during business hours and any other reasonable times for purpose of determining compliance with this Agreement.
III. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from April 2, 1996 and shall continue for a term of twenty (20) years.

IV. INDEMNIFICATION

A. It is expressly understood and intended that CITY is only a recipient of grant funds and is not an agent of COUNTY.

B. Subject to the monetary limits of Section 768.28, F.S., CITY shall defend, indemnify and hold harmless the COUNTY from any claim or damage for personal injuries or property damage, arising from the act, omission or performance or failure of performance of CITY or CITY's agents, contractors, servants and employees hereunder.

V. PAYMENT SCHEDULE

A. Commencing on October 1, 1996, COUNTY will deliver a County Warrant in the amount not to exceed of ONE MILLION ($1,000,000.00) DOLLARS to CITY.

B. Thereafter, each year during the term hereof on October 1, subject to the conditions in Article I of this Agreement, COUNTY will deliver to CITY a COUNTY warrant not to exceed ONE MILLION ($1,000,000.00) DOLLARS, so long as CITY is not in default hereunder.
VI. **FORCE MAJEURE**

Neither party hereto shall be liable for its failure to carry out its obligations under the 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 of said unexpected or uncontrollable event, 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 ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice 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. It is further agreed and stipulated that each party hereto shall make all reasonable efforts 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.

Force Majeure shall be defined as an act of God, epidemic, lightning, earthquake, fire, explosion, storm, hurricane, flood or similar occurrence, strike, and acts 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 be reasonably 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 thereon as justification for not performing any obligation under
this Agreement shall not have been able to avoid, and which is not the result of willful or
negligent action or omission of such party.

VII. DEFAULT

A. Without limitation, the failure by the CITY to substantially fulfill any of its
material obligations in accordance with this Agreement, unless such failures are
justified by Force Majeure, shall constitute a "CITY event of default". If a 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 this Agreement together with all rights granted to
CITY thereunder are terminated, effective upon such date as is designated
by the COUNTY.

Provided, however, an event of default shall be defined to consist of a
default that shall occur by the default in performance of any of the
covenants and conditions required herein to be kept and performed by
CITY and provided that such default continues for a period of thirty (30)
days after receipt of written notice from the COUNTY of said default.

Notwithstanding the above, if the nature of the default is such that it
cannot be cured in a period of thirty (30) days from the date of the default,
and CITY commences reasonable efforts to cure such default no later than
thirty (30) days after such notice, and such efforts are prosecuted to
completion, to COUNTY's reasonable satisfaction, then it shall be deemed
that no event of default shall have occurred under the provisions of this
paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. County Event of Default

Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a “COUNTY event of default.”

If a COUNTY event of default should occur, the CITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to COUNTY thereunder are terminated, effective upon such date as is designated by the CITY; provided, however, that an event of default shall be defined to consist of default that shall occur by the default of performance of any of the covenants and conditions required herein to be kept and performed by COUNTY and provided that such default continues for a period of thirty (30) days after receipt of written notice from the CITY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and COUNTY shall commence reasonable efforts to cure such default, no later than thirty (30) days after such notice, and such efforts are diligently prosecuted to completion to CITY’s reasonable satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this subsection.

2. Any and all rights provided under the laws of the State of Florida and the United States District Court for the Southern District of Florida.
VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Dade County, Florida.

IX. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

X. 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.
XI. RIGHTS OF OTHERS

Nothing in this Agreement expressed 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.

XIII. REPRESENTATION OF CITY

The CITY represents that (I) this Agreement has been duty authorized, executed and delivered by the CITY, and (II) it has the required power and authority to perform this Agreement.

XIII. REPRESENTATION OF COUNTY

The COUNTY represents that (I) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners, as the governing body of the COUNTY, and (II) it has the required power and authority to perform this Agreement.

XIV. WAIVER

There shall be no waiver of any right related to this Agreement unless 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 right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XV. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the
extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVI. INDEPENDENT CONTRACTOR

A. CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the COUNTY. CITY shall have control of the work performed hereunder in accordance with the terms of this Agreement and of all persons performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors.

B. Nothing herein shall be construed as creating a partnership or joint venture between the COUNTY and the CITY. No person performing any of the work or services described hereunder on behalf of CITY shall be considered an officer, agent, servant or employee of the COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of COUNTY.

XVII. INTERGOVERNMENTAL COOPERATION

CITY agrees that CITY shall not pursue a landfill remediation cost recovery action pursuant to CERCLA or RCRA or other Federal or State law against COUNTY and shall not include COUNTY as a potentially responsible party in CITY’s cost recovery legal action pending as City of North Miami vs. A &E Construction Company, Case No. 95-0545 (U.S. Dist. Ct. S.D., FL.).
XVIII. NOTICE

Notices to CITY provided for herein shall be sufficient if sent by Federal Express or 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 copy to:
City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested, postage prepaid addressed to:

County Manager
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:
County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
day and year first above written.

ATTEST: MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: M. R. STIERHEIM
DEPUTY CLERK
COUNTY MANAGER

ATTEST: ***
SIMON H. BLOOM, JR.

By: LEE R. FELDMAN
DEPUTY CITY CLERK
CITY MANAGER

By: JOHN DELLAGLORIA
DEPUTY CITY CLERK
CITY ATTORNEY

Approved for Legal Sufficiency

Authorized by the Miami-Dade County Commission on July 27, 1999 by Resolution No.

Approved by County Attorney as to form and legal sufficiency:

JAVIER A. SOTO
ASSISTANT COUNTY ATTORNEY
SECOND AMENDED GRANT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
CITY OF NORTH MIAMI, FLORIDA

THIS SECOND AMENDED GRANT AGREEMENT, made and entered this 26 day of MARCH 2004, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and the City of North Miami, Florida, a Florida municipal corporation (hereafter "CITY").

WITNESSETH

WHEREAS, pursuant to Resolution No. R-333-96 of the Board of County Commissioners, the COUNTY agreed to provide certain grant funds to the CITY for the cost of financing the remediation and closure of the CITY's Munisport Landfill Site (hereinafter the "LANDFILL"); and

WHEREAS, pursuant to Resolution No. R-910-99 of the Board of County Commissioners, the COUNTY agreed to amend said grant agreement and approved a “FIRST AMENDED GRANT AGREEMENT”, dated the 16th day of September, 1999; and

WHEREAS, COUNTY desires to further amend the FIRST AMENDED GRANT AGREEMENT; and

WHEREAS, The consideration on the part of the CITY, for this agreement is the execution of a solid waste disposal services extension agreement through December 31, 2033 which is acceptable to the COUNTY, and that all requirements herein are specifically contingent upon that execution,
NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived herefrom, the parties covenant and agree as follows:

I. STATUS OF FORMER AGREEMENTS.

This SECOND AMENDED GRANT AGREEMENT shall substitute for all prior grant agreements between the COUNTY and the CITY.

II. FUNDING ASSISTANCE

A. Contingent upon the execution of a solid waste disposal services extension agreement by the CITY which is valid through December 31, 2033, the COUNTY and CITY shall create and the COUNTY shall fund an escrow account/s in the amount of THIRTY-ONE MILLION TWENTY-SEVEN THOUSAND ($31,027,000.00) DOLLARS for the purposes set forth in Section III of this Agreement. This grant payment shall be made exclusively from proceeds of a COUNTY tax exempt revenue bond sale pledging revenues from the Utility Service Fee, initially implemented by Dade County Ordinance No. 95-174, as adopted on September 20, 1995, or other revenues of the Department of Solid Waste Management. The escrow funds shall be placed in a COUNTY and CITY administered escrow account/s, with all disbursements to the CITY based on invoices or draw requests for eligible costs in accordance with Section III of this Agreement. Said invoices or draw requests shall be in a form generally accepted in the industry in support of construction draw requests from a construction lender and based upon a schedule of values and level of detail agreed upon by the CITY and the COUNTY BOND ENGINEER, prior to the first invoice or draw request. Prior to the next requested disbursement made pursuant to invoices or draw requests, CITY shall provide affidavits and releases of payment
for the prior invoices or draw requests. The account depository/ies and all investments therein shall be chosen by the CITY with approval of the COUNTY and shall consist of interest bearing account/s, with accrued interest being deposited back into the account/s. Disbursements from the account shall require the approval of the representative of the COUNTY designated by the County Manager and the representative of the CITY designated by the City Manager. The CITY and COUNTY shall cooperate in drafting any additional documentation as may be necessary to establish said escrow account/s, consistent with the terms hereof. If required by an affected regulatory agency, the terms of the escrow account/s shall be modified, except as to the amount set forth herein, so that said escrow may meet any such agencies requirements for financial assurances, as noted in Paragraph III J. hereof.

III. USE OF GRANT FUNDS

A. CITY shall utilize the grant funds provided for the following purposes, as applicable, but said funds shall not be used for post closure monitoring or long term care:

1. Construction, operation, remediation, closure and pre-closure monitoring of the Munisport Landfill Site required by the CITY’s U.S. EPA Consent Decree entered into in September 1991 and approved by the U.S. District Court on March 23, 1992, Case No. 91-2834 (U.S. Dist. Ct. S.D., FL.), and as the same may be amended; and

2. Construction, operation, remediation, closure and pre-closure monitoring of the Munisport Landfill Site required by the April 25, 1995 Consent
Agreement between the CITY and the State DEP and as the same may be amended, as made final by Landfill Closure permit or final Consent Agreement to be issued by the State DEP under Sec. 62-701, F.A.C., and as the same may be amended; and

3. Construction, operation, remediation, closure and pre-closure monitoring of the Munisport Landfill Site (excluding Wetlands Mitigation Bank) required by the CITY and Miami-Dade Department of Environmental Resources Management (DERM) Consent Agreement entered into on February 10, 1998, and as the same be amended; and

4. Payment of all or any part of the principal and interest on any short or long term indebtedness owed by CITY for construction, operation, remediation and closure and pre-closure monitoring of the Munisport Landfill site required pursuant to items 1-3 above.

The terms construction and operation, as used in this paragraph A are specifically limited to construction and operation of facilities necessary and required as part of the remediation and closure of the site. In no instance, may funds be used for construction or operations which are not required as part of the remediation and closure, as set forth in the approved remediation and closure plans.

B. The authorized purpose of construction expenditure under paragraph (A) above includes hard construction costs as well as engineering, scientific and related administrative costs. It specifically does not include any post closure monitoring or any long term maintenance on the project site. No more than $1.5 million of the funds provided herein shall be used for the in situ remediation pilot project
approved by DERM as an amended Interim Remedial Action Plan (IRAP) on December 24, 2003, excluding the project development costs associated with bench scale and the initial pilot test and incurred prior to the date hereof. Compliance with the terms of paragraph A and the permissible costs shall be based on an engineering certification by CITY which shall be approved by the COUNTY’s Bond Engineer.

C. The grant funds provided hereunder shall supplement and cover items not fully covered by the funds to be received by CITY from the State DEP pursuant to State Grant Contract HW-241, which was provided to assist the CITY with a portion of the costs of the Consent Decree Remedial Action by Sec. 24 of Chapter 92-30, Laws of Florida (1992), and shall not reimburse CITY for the expenditure of such State Grant funds.

D. The CITY and it’s developer, contractors and/or subcontractors shall maintain accurate and complete books, records and documents, such as vouchers, bills, invoices, receipts and cancelled checks, sufficient to reflect properly all receipts and expenditures of grant funds for a period of three (3) years following final disbursement from the escrow account under this Agreement. All the above referenced records shall be retained by the City of North Miami in a secure place and in an orderly fashion. The system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied.

E. The CITY, it’s developer, contractors and/or subcontractors shall permit representatives of COUNTY including but not limited to the Office of the Inspector General, to inspect and audit all books, records, documents and other
supporting data and documentation relating to the CITY’s and/or it’s developer’s, contractors’ or subcontractors’ performance hereunder, including the use of funds. These rights of inspection and audit shall extend for a period of three (3) years following final disbursement from the escrow account under this Agreement.

F. The CITY shall promptly submit to the COUNTY Manager other written reports and documents as may be reasonably requested concerning the Remedial Action and Landfill Closure. This provision shall not affect and is not related to the regulatory matters which the City must comply with in its dealing with DERM or FDEP.

G. The CITY shall promptly reimburse escrow account for any unauthorized expenditures which may be properly determined by COUNTY, in good faith.

H. The COUNTY reserves the right to cancel this Agreement for the wrongful refusal by the CITY or its developer, contractors or subcontractors to allow public access to all documents, papers, letters, or other materials, including those subject to the disclosure provisions of Chapter 119, F.S., if made or received by the CITY in conjunction with this Agreement. Cancellation under this paragraph shall be considered an event of default as defined herein.

I. The CITY shall allow representatives of the COUNTY access to the Site during any reasonable times for purpose of determining compliance with this Agreement. The primary representative of the COUNTY with respect to determining compliance with this Agreement shall be the Bond Engineer for the COUNTY’s Department of Solid Waste Management (“the DSWM Bond Engineer”). However, this shall not be interpreted as a limitation on reasonable access to the
site by other COUNTY representatives. The scope of work of the DSWM Bond Engineer with regard to this shall be to provide oversight of the work accomplished by the CITY and its subcontractors under this Agreement in order to determine compliance with the following terms of this Agreement which the City agrees to cooperate with:

a. Allowable use of grant funds as set forth in Section III of this Agreement, including those uses of grant funds set forth above in paragraphs A, B, and C; and

b. Compliance with regulatory agency technical and permitting requirements, including those referenced above in paragraphs A, B, and C.

Nothing in this paragraph or this agreement shall be read to limit the access which is necessary and required by other COUNTY personnel including all regulatory departments of the COUNTY.

J. The CITY is permitted to provide or utilize this Second Amended Grant Agreement to any affected governmental agency or lender to evidence, in whole or in part, any necessary or required Financial Assurances or security for the cost of construction, operation, remediation and closure of the landfill site. COUNTY agrees to execute any and all reasonable documentation requested by CITY and directed to said affected governmental agency or lender to provide such assurances or security.

K. Any funds remaining in the escrow account, not used for the purposes described herein, shall be returned to the COUNTY at the end of the term hereof. Any
shortage of funds for the complete remediation and closure shall be wholly the responsibility of the CITY. In the event of any arbitrage liabilities being incurred by the escrow account or by the COUNTY as a result of the escrow account, the CITY shall be responsible for payment of such arbitrage liability.

IV. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from the date hereof and shall continue until the later of: the final certification of completion of the landfill remediation and closure or upon depletion of the escrow account/s so that no further funds are available for disbursement therein.

V. INDEMNIFICATION

A. It is expressly understood and intended that CITY is only a recipient of grant funds and is not an agent of COUNTY.

B. Subject to the monetary limits of Section 768.28, F.S., CITY shall defend, indemnify and hold harmless the COUNTY from any claim or damage for personal injuries or property damage, arising from the act, omission or performance or failure of performance of CITY or CITY’s agents, contractors, servants and employees hereunder.

VI. PAYMENT SCHEDULE

A. Subject to the limitations and requirements set forth in Section II, on or before December 31, 2004, COUNTY will place a THIRTY-ONE MILLION TWENTY-SEVEN THOUSAND ($31,027,000.00) grant payment in a COUNTY and CITY administered escrow account. This sum when combined with the amounts
previously paid to the CITY, shall be the entire financial participation of the
COUNTY in the remediation of the site. In the event of a shortfall of funds, the
CITY shall be wholly responsible to complete the cleanup and closure of the site.

VII.  FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under the
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 of said unexpected or uncontrollable event, 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 ten (10)
working days after such commencement, unless there exists good cause for failure to give such
notice, in which event, failure to give such notice 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. It is further agreed and stipulated that each party hereto
shall make all reasonable efforts 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.

Force Majeure shall be defined as an act of God, epidemic, lightning, earthquake, fire,
extlosion, storm, hurricane, flood or similar occurrence, strike, and acts 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 be reasonably 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 thereon as justification for not performing any obligation under this Agreement shall not have been able to avoid, and which is not the result of willful or negligent action or omission of such party.

VIII. DEFAULT

A. Without limitation, the failure by the CITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "CITY event of default". If a 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 this Agreement together with all rights granted to CITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, an event of default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by CITY and provided that such default continues for a period of thirty (30) days after receipt of written notice from the COUNTY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and CITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion, to COUNTY’s reasonable satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this
paragraph. In such event, any and all funds remaining in the escrow account shall be paid over to the COUNTY and the COUNTY shall have no further responsibility to participate in the remediation and closure of the site.

2. Any and all rights provided under the laws of the State of Florida.

B. County Event of Default

Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a “COUNTY event of default.”

If a COUNTY event of default should occur, the CITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to COUNTY thereunder are terminated, effective upon such date as is designated by the CITY; provided, however, that an event of default shall be defined to consist of default that shall occur by the default of performance of any of the covenants and conditions required herein to be kept and performed by COUNTY and provided that such default continues for a period of thirty (30) days after receipt of written notice from the CITY of said default. Notwithstanding the above, if the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default, and COUNTY shall commence reasonable efforts to cure such default, no later than thirty (30) days after such notice, and such efforts are diligently prosecuted to completion to CITY’s reasonable
satisfaction, then it shall be deemed that no event of default shall have occurred under the provisions of this subsection.

2. Any and all rights provided under the laws of the State of Florida.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the CITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.
XI. 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.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed 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.

XIII. REPRESENTATIONS OF CITY

The CITY represents that (I) this Agreement has been duly authorized, executed and delivered by the CITY, and (II) it has the required power and authority to perform this Agreement.

XIII. REPRESENTATIONS OF COUNTY

The COUNTY represents that (I) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners, as the governing body of the COUNTY, and (II) it has the required power and authority to perform this Agreement.

XIV. WAIVER

There shall be no waiver of any right related to this Agreement unless 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 right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.
XV. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVI. INDEPENDENT CONTRACTOR

A. CITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the COUNTY. CITY shall have control of the work performed hereunder in accordance with the terms of this Agreement and of all persons performing the same, and CITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors.

B. Nothing herein shall be construed as creating a partnership or joint venture between the COUNTY and the CITY. No person performing any of the work or services described hereunder on behalf of CITY shall be considered an officer, agent, servant or employee of the COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of COUNTY.
XVII. INTERGOVERNMENTAL COOPERATION

CITY agrees that CITY shall not pursue a landfill remediation cost recovery action pursuant to CERCLA or RCRA or other Federal or State law against COUNTY and shall not include COUNTY as a potentially responsible party in CITY’s cost recovery legal action pending as City of North Miami vs. A &E Construction Company, Case No. 95-0545 (U.S. Dist. Ct. S.D., FL).

XVIII. NOTICE

Notices to CITY provided for herein shall be sufficient if sent by Federal Express or 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 copy to:

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

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested, postage prepaid addressed to:

County Manager  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

with copy to:

County Attorney  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 28th Floor  
Miami, FL 33128
Or such other respective address as the parties may designate to each other in writing from time to time.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the
day and year first above written.

ATTEST:  

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

HARVEY RUVIN, CLERK

BY: GEORGE M. BURGESS
COUNTY MANAGER

ATTEST:

CITY OF NORTH MIAMI

SIMON H. BLOOM, JR.

BY: CLARENCE PATTERSON
CITY MANAGER

By:  

Approved for Legal Sufficiency

CITY CLERK

JOHN DELLAGLORIA
CITY ATTORNEY

Approved by County Attorney as to form and legal sufficiency:

ASSISTANT COUNTY ATTORNEY

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