MEMORANDUM

Agenda Item No. 8(S)(2)(A)

TO:	Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners	**DATE:**	February 17, 2004
FROM:	Robert A. Ginsburg County Attorney	**SUBJECT:**	Resolution authorizing County Manager to amend First Amended Grant Agreement with City of North Miami relating to Munisport Landfill site

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Sally A. Heyman.

Robert A. Ginsburg
County Attorney

RAG/bw

MEMORANDUM
(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: February 17, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(S)(2)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(S)(2)(A)
2-17-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO AMEND THE FIRST AMENDED GRANT AGREEMENT WITH THE CITY OF NORTH MIAMI FOR FUNDING COSTS RELATED TO CLOSURE AND REMEDIATION OF THE MUNISPORT LANDFILL SITE

WHEREAS, this Board approved original grant agreement with the City of North Miami on April 2, 1996 and subsequently amended that agreement on July 27, 1999, to protect ground water in Miami-Dade County; and

WHEREAS, this Board seeks to increase the amount of the grant to cover the cost of the closure and remediation of the former landfill known as Munisport; and

WHEREAS, this Board seeks to assist the City of North Miami in the remediation and closure of this landfill,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to authorize the County Manager to amend the First Amended Grant Agreement with the City of North Miami for funding costs associated with the closure and remediation of the Munisport Landfill site, in substantially the form attached hereto and made part hereof; and authorizes the County Manager to execute the same for and on behalf of Miami-Dade County, following proper execution by the City of North Miami and review by the County Attorney's office.

The foregoing resolution was sponsored by Commissioner Sally A. Heyman and offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of February, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas H. Robertson

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~~FIRST~~ SECOND AMENDED GRANT AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
CITY OF NORTH MIAMI, FLORIDA

THIS ~~FIRST~~ SECOND AMENDED GRANT AGREEMENT, made and entered this _____ day of _____, ~~1999~~ 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").

W I T N E S S E T H

WHEREAS, ~~COUNTY desires to enter into an agreement with~~ 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 ~~grant of a portion of 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;

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.

~~I.~~II. FUNDING ASSISTANCE

A. ~~Subject to availability, an annual budgetary authorization by the COUNTY, and a COUNTY approved annual grant application from the CITY, the~~ The COUNTY shall provide to CITY an annual grant in the amount ~~of the approved grant application~~ of but not to exceed ~~ONE~~ THREE MILLION ~~($1,000,000.00)~~ SIX HUNDRED THOUSAND ($3,600,000.00) DOLLARS each year during the initial twelve (12)-year term hereof, for the purposes set forth in Section III of this Agreement. The COUNTY shall provide to CITY an annual grant in the amount of but not to exceed THREE HUNDRED THOUSAND ($300,000.00) DOLLARS each year during the final twenty (20) – year term hereof, for the purposes set forth in Section III of this Agreement. Any grant funds available to CITY in a particular fiscal year, but not released by COUNTY within that year, shall be available to CITY the following fiscal year or any fiscal year thereafter for the initial and final terms of this Agreement until such funds are used for the purposes set forth in Section III. The funds provided by County pursuant to this Agreement shall be derived from the Utility Service Fee 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, landfill remediation, closure and related environmental projects.

During the final twenty (20) –year term of this agreement, on the first day of each Fiscal Year, the annual grant amount by COUNTY to CITY may be increased or decreased for inflation or deflation relative to increases or decreases in the U.S. Government Consumer Price Index South (CPI) for the prior period of July 1 through June 30. CPI increases shall be capped at five percent (5%) per year for the final twenty (20) -year term 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~~

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~~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 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.~~

B. Within ninety (90) days of the end of each fiscal year for the term of this agreement, an authorized City official shall submit to the County an affidavit stating that the grant provided by the County for the previous fiscal year was used by the City for an allowable purpose in accordance with Section III of this Agreement.

C. COUNTY recognizes and agrees that the City may incur short term or long term indebtedness for the purposes set forth in Section III 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.~~ III. USE OF GRANT FUNDS

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

(1) Construction, operation ~~and~~ , remediation, closure, monitoring, and short-term and long-term maintenance of the Munisport Landfill Site ~~Remedial Action~~ 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 ~~and~~ , remediation, closure, monitoring, and short-term and long-term 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~~ , remediation, closure, monitoring, and short-term and long-term 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, remediation, closure, monitoring, and short-term and long-term maintenance of the Munisport Landfill site required pursuant to items 1-3 above.

B. The authorized purpose o f construction expenditure under paragraph (A) above and (C) below include hard construction costs as well as engineering, scientific and related administrative costs. Since the cost estimate for this grant was based upon a closure plan for this site in a vacant and undeveloped state, and since the site is, in fact, being developed and some of the closure costs are incorporated into the development (pursuant to approvals and agreements of the appropriate agencies) the parties recognize and agree that some permissible costs hereunder will be part of the actual on going construction of improvements. Such reimbursable costs shall be limited to actions taken as part of the approved remediation or closure plans of affected governmental agencies. As a result, compliance with the terms hereof and the permissible costs therefore shall be based on an engineering certification by City as to the percentage of completion of the remediation, closure and related soft costs and the work noted herein.

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.

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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~~ 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 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 Acton 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. The primary representative of the COUNTY with respect to determining compliance with this Agreement during the initial twelve (12)-year term of this Agreement shall be the Bond Engineer for the COUNTY's Department of Solid Waste Management ("the DSWM Bond Engineer"). 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. Regulatory agency technical and permitting requirements, including those referenced above in paragraphs A, B, and C.

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 remediation, closure or short-term or long-term maintenance. 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.

~~III.~~ IV. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from ~~April 2, 1996~~ its date of approval by the COUNTY and shall continue for an initial term of ~~twenty (20)~~ twelve (12) years and a final term of twenty (20) years.

~~IV.~~ 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.

~~V.~~ VI. PAYMENT SCHEDULE

A. Commencing thirty days subsequent to COUNTY approval of this Agreement ~~on October 1, 1996~~, COUNTY will deliver a County Warrant in the amount of but not to exceed ~~of ONE~~ THREE MILLION SIX HUNDRED THOUSAND ~~($1,000,000.00)~~ ($3,600,000.00) DOLLARS to CITY.

B. Thereafter, each year during the initial term hereof on or before October ~~1~~ 31, subject to the conditions in Article II of this Agreement, COUNTY will deliver to CITY a COUNTY warrant of but not to exceed ~~ONE~~ THREE MILLION SIX

HUNDRED THOUSAND ~~($1,000,000.00)~~ ($3,600,000.00) DOLLARS, so long as CITY is not in default hereunder.

C. Thereafter, each year during the final term hereof on or before October 31, subject to the conditions in Article II of this Agreement, COUNTY will deliver to CITY a COUNTY warrant of but not to exceed THREE HUNDRED THOUSAND ($300,000.00) DOLLARS, so long as CITY is not in default hereunder.

~~VI.~~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, 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.~~ 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.

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.~~ 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 Dade County, Florida.

~~IX.~~ 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.

~~X.~~ 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.

~~XI.~~ 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. 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

JC

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

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

By:_____
DEPUTY CLERK

By:_____
GEORGE M. BURGESS
~~M. R. STIERHEIM~~
COUNTY MANAGER

ATTEST:
SIMON H. BLOOM, JR.

CITY OF NORTH MIAMI

By:_____
CITY CLERK

By:_____

~~LEE R. FELDMAN~~
CITY MANAGER

Approved for Legal Sufficiency

_____
JOHN DELLAGLORIA
CITY ATTORNEY

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~~Authorized by the Miami-Dade County Commission on July 27, 1999, by Resolution No. R-910-99.~~

Approved by County Attorney as to form and legal sufficiency:

_____

~~JAVIER A. SOTO~~
ASSISTANT COUNTY ATTORNEY