

MEMORANDUM

Agenda Item No. 11(A)(8)

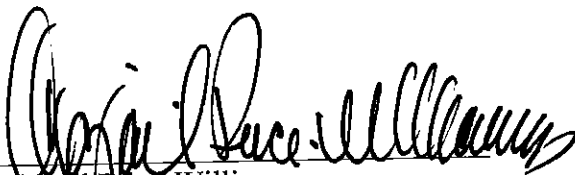
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms of an interlocal agreement that allows municipalities, universities, colleges, district school boards, and their respective police departments to enforce violations of specified code sections, as they may be amended from time to time, through civil code penalties pursuant to chapter 8CC of the Code, including utilizing the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions; authorizing the County Mayor to execute such agreements with municipalities, universities, colleges, district school boards, and their respective police departments; and authorizing the County Mayor to exercise the amendment, renewal, and termination provisions contained therein

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



Abigail Price-Williams
County Attorney

APW/cp



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: September 4, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(8)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(8)
9-4-19

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF AN INTERLOCAL AGREEMENT THAT ALLOWS MUNICIPALITIES, UNIVERSITIES, COLLEGES, DISTRICT SCHOOL BOARDS, AND THEIR RESPECTIVE POLICE DEPARTMENTS TO ENFORCE VIOLATIONS OF SPECIFIED CODE SECTIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, THROUGH CIVIL CODE PENALTIES PURSUANT TO CHAPTER 8CC OF THE CODE, INCLUDING UTILIZING THE MIAMI-DADE COUNTY DIVERSION PROGRAM FOR SATISFACTION OF ANY ELIGIBLE CIVIL CITATIONS ISSUED WITHIN THEIR RESPECTIVE JURISDICTIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENTS WITH MUNICIPALITIES, UNIVERSITIES, COLLEGES, DISTRICT SCHOOL BOARDS, AND THEIR RESPECTIVE POLICE DEPARTMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE AMENDMENT, RENEWAL, AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, section 1-5 of the Code of Miami-Dade County (the "County Code") provides that any person who violates or fails to comply with the County Code shall, in addition to all other enforcement measures authorized in the County Code or by other applicable law—including fines not to exceed \$500, imprisonment in the county jail for a period not to exceed 60 days, or both—be subject to fines in accordance with chapter 8CC of the County Code; and

WHEREAS, the issuance of civil violation notices ("civil citations") pursuant to the schedule provided in section 8CC-10 provides an additional avenue for enforcement of the County Code, and provides law enforcement officers greater flexibility in responding to and addressing violations of the County Code; and

WHEREAS, section 8CC-10 of the County Code enumerates civil penalties for sections of the County Code which may be enforced pursuant to the provisions of chapter 8CC through the issuance of civil citations; and

WHEREAS, section 8CC-5.1 of the County Code further enumerates violations eligible for the Miami-Dade County Diversion Program, which allows a violator who has been served with a civil citation for eligible violations to satisfy the penalty by non-monetary means; and

WHEREAS, section 8CC-11 of the County Code allows municipalities, universities, Florida College System institutions, and district school boards within Miami-Dade County to enforce applicable provisions of the County Code through chapter 8CC, provided that, as a condition to enforcement through chapter 8CC, the municipality, university, Florida College System institution, or district school board enter into an interlocal agreement with Miami-Dade County; and

WHEREAS, section 8CC-11 specifies that such interlocal agreements shall contain the section or sections of the County Code which the municipality, university, Florida College System institution, or district school board wishes to enforce through chapter 8CC of the County Code; and

WHEREAS, pursuant to section 8CC-11 of the County Code and Resolution Nos. R-786-15 and R-136-16, this Board has already authorized municipalities, universities, colleges, district school boards, and their respective police departments to enforce county monetary civil code penalties for violations of the following sections of the County Code within their respective jurisdictions, and to utilize the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions:

- 21-81(d)(1) (Florida litter law)

- 21-81(d)(2) (illegal use of dairy cases, egg baskets, poultry boxes or bakery containers)
- 21-81(d)(3) (trespass on property other than structure or conveyance)
- 21-81(d)(4) (retail theft by removal of shopping cart)
- 21-81(d)(5) (loitering or prowling)
- 21-81(d)(6) (possession of cannabis in an amount of 20 grams or less), and
- 21-81(d)(7) (possession of drug paraphernalia); and

WHEREAS, this Board desires to allow municipalities, universities, Florida College System institutions, and district school boards within Miami-Dade County to enforce county monetary civil code penalties for violations of the following additional sections of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code, and to allow such entities to utilize the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions:

- 7-1(c) (failure to observe salt barrier line)
- 7-3 (swimming or fishing from prohibited roads or bridges)
- 7-4 (mooring violations)
- 7-22.1 (failure to pay County vessel registration fee)
- 7-26 (operating a motorboat in restricted zones)
- 7-26.1 (violating maximum sound level standards)
- 7-33 (mooring to bank)
- 7-34 (failure to secure moored vessel)
- 7-35 (nesting of vessels as encroachment)
- 7-37 (abandonment of vessel)
- 8A-52 (bulk sales of fruits or plants without certificate)

- 8A-172 (conducting business without a local business tax receipt)
- 8A-276(b) (failure to display commercial vehicle markings)
- 21-21 (solicitation of drinks in alcoholic beverage establishments)
- 21-21.2(b) (adult violators regarding open house party)
- 21-21.3 (sale of drug-related paraphernalia)
- 21-24 (false alarms and reports)
- 21-24.1 (false statements with intent to receive benefit)
- 21-27.1 (selling merchandise near schools)
- 21-27.2 (selling merchandise near parks)
- 21-28 (producing loud or excessive noise)
- 21-29(b) (violation of secondhand dealer records requirements)
- 21-29.1 (private business on County property)
- 21-31.1 (disorderly conduct and loitering)
- 21-31.2(b)(1) (consumption of alcohol in open containers near store)
- 21-31.2(b)(2) (possession of alcohol in open containers near store)
- 21-31.4(b) (obstructing traffic or aggressively begging)
- 21-35(d) (public intoxication by glue, cement, or solvents)
- 21-36 (sidewalk solicitation of business)
- 21-36.1 (street corner window washers)
- 21-36.3(c) (solicitation in public right-of-way at prohibited intersections)
- 21-38(a) (distributing syringe without prescription)
- 21-51 (engaging in motor vehicle business without license)
- 21-56 (failure to maintain motor vehicle records)

- 21-57 (destroying motor vehicle without documentation)
- 21-118 (theft of plants and fruits and trespass)
- 21-133 (renting to bingo operator without permit)
- 21-136 (failure to wear tags evidencing name and charity)
- 21-287 (rafting)
- 26-1 (parks violations)
- 26A-2A (keeping a sanitary nuisance), and
- 31-105 (driving a passenger motor vehicle without chauffeur's registration),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of an interlocal agreement, in substantially the form attached hereto, that allows for municipalities, universities, colleges, district school boards, and their respective police departments within Miami-Dade County to enforce county monetary civil code penalties for violations of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, pursuant to chapter 8CC, including utilizing the Miami-Dade County Diversion Program for satisfaction of any eligible civil citations issued within their respective jurisdictions.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute such interlocal agreements, in substantially the form attached hereto, on behalf of Miami Dade County, between Miami-Dade County and any and all municipalities, universities, colleges, district school boards, and their respective police departments within Miami-Dade County.

Section 3. Authorizes the County Mayor or the County Mayor's designee to exercise the amendment, renewal, and termination provisions contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Sally A. Heyman. It was 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:

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of September, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.



Anita Viciano Zapata

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND**

[_____]

ALLOWING [_____] TO ENFORCE

**SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND
31-105 OF THE CODE OF MIAMI-DADE COUNTY
THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and _____ (hereafter “PARTICIPATING ENTITY”).

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the “County Code”) through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and

causes of actions relating to the PARTICIPATING ENTITY's enforcement, and a term not to exceed three (3) years; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the "Specified Sections"), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the

PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial

Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

V. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants,

and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Participating Entity Default." If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that 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. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's satisfaction, then it shall be deemed that no Participating Entity 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. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "County Default." If a County Default should occur, the PARTICIPATING ENTITY 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 the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that 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. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. TERMINATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

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 PARTICIPATING ENTITY 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 COUNTY and the PARTICIPATING ENTITY 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 COUNTY and the PARTICIPATING ENTITY 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 COUNTY and the PARTICIPATING ENTITY 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 the COUNTY and the PARTICIPATING ENTITY 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 COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XV. 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.

XVI. 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.

XVII. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

PARTICIPATING ENTITY
Name and Title: _____
Agency: _____
Address: _____
City: _____
Zip code: _____

with copy to:

PARTICIPATING ENTITY Attorney
Name and Title: _____
Agency: _____
Address: _____
City: _____
Zip code: _____

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

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

with copy to:

Miami-Dade 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 COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

[INSERT PARTICIPATING ENTITY NAME]

Insert Name of Authorized Signatory Date
Insert Title

ATTEST:

Insert Name of Clerk Date
Insert Title

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Insert Name Date
Insert Title