

Date: October 2, 2012

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 14(A)(2)

From: Carlos A. Gimenez  
Mayor

Subject: Resolution Authorizing the Issuance of An Amount Not To Exceed \$550 Million of  
Subordinate Special Obligation Refunding Bonds Resolution No. R-757-12

**Recommendation**

It is recommended that the Board of County Commissioners adopt the accompanying resolution, which authorizes the issuance of Series 2012A and Series 2012B Convention Development Tax (CDT) Subordinate Special Obligation Refunding Bonds, in aggregate principal amount not to exceed \$550,000,000 (collectively, the Series 2012 CDT Bonds or Refunding Bonds) to refund all or a portion of the outstanding Series 1997A, Series 1997B, Series 1997C and Series 2005A Subordinate Special Obligation Bonds (collectively, the Refunded Bonds) in order to generate substantial savings in future debt service payments. In accordance with Resolution R-1313-09, this Resolution also provides for a finding by the Board that there is a compelling public policy objective to extend the final maturity of certain refunded bonds because it will result in additional interest savings to the County and financial flexibility in the future.

The County Mayor is authorized to effectuate this Resolution by approving and filing this Resolution with the Clerk of the Board. This authorization is being granted to allow for an expedited sale of the Series 2012 CDT Bond, to sell the Series 2012 CDT Bonds in the bond market at a time that is most advantageous to the County and to capture as much savings as possible.

**Scope**

This item provides for the refunding of all or a portion of the outstanding Series 1997 Bonds and Series 2005A Bonds. The overall impact of this resolution is Countywide.

**Fiscal Impact/Funding Source**

The fiscal impact of the proposed transaction is positive. Based on current market conditions, it generates debt service savings of \$140 million over the 25-year life of the Refunding Bonds (net present value of \$47.9 million or 9.8 percent of refunded principal). Annual savings average \$5.6 million per year over the life of the Refunding Bonds to 2037 (see page five of Attachment 1).

The extension of maturities of certain Refunded Bonds enables savings to be accelerated, eliminates higher refunding debt service in certain years and creates level savings in as many years as possible. Such extension will result in additional interest savings to the County and financial flexibility in the future.

**Proposed Bond Structure**

Attachment 1, which is based on the municipal bond market of September 24, 2012, reflects the proposed structure for the Refunding Bonds. It includes:

- A Source and Use of Proceeds schedule including an estimate of cost of issuance (page 1); and,
- A comparison of the debt service on the debt obligations to be refunded with the estimated debt service of the proposed bonds inclusive of estimated maturity dates (page 5). As contemplated, the Refunding Bonds will be a fixed interest rate issuance of current interest bonds (i.e. interest is paid annually) and will not exceed the final maturity of the Refunded Bonds.

Updates to Attachment 1 will be provided at the time the Series 2012 Resolution is considered by the full Board, and finalized after the Series 2012 CDT Bonds are priced. Pursuant to Resolution R-1373-08, a final pricing report will be distributed to the Board after the Series 2012 CDT Bonds are delivered to the Underwriters. The Series 2012 CDT Bonds are anticipated to be issued in November 2012.

### Background

It is in the County's best interest to refund all or a portion of the Series 1997 Bonds and Series 2005A Bonds. The debt service associated with the Refunded Bonds is \$1.023 billion. Based on the current market interest rate environment, the County could issue the Series 2012 CDT Bonds to replace the Series 1997 and Series 2005A Bonds at a projected new debt service of \$940.9 million. It is estimated the County will save approximately \$140 million in total debt service for a net present value savings of \$47.9 million.

The Refunded Bonds in the aggregate and the Series 2012 CDT Bonds have a final maturity of October 1, 2037. However, the Series 1997A and the Series 2005A Bonds, individually, have final maturities that are shorter than October 1, 2037. For that reason, the Board is requested to make a finding pursuant to Resolution R-1313-09 that the extension of the maturity of the Series 2012 CDT Bonds beyond the maturities on the Series 1997 A Bonds and the Series 2005 A Bonds serves a compelling public purpose objective.

The Series 2012 CDT Resolution authorizes the County Mayor or County Mayor's designee to:

- Finalize the negotiated sale of the Series 2012 CDT Bonds and the refunding of the Refunded Bonds including the number of series to be issued provided that the refunding achieves a five percent or greater net present value savings;
- Secure one or more bond insurance policies and/or reserve credit facility if there is an economic benefit and to pay any premium or fee associated therewith;
- Select, appoint and execute any agreement with, after a competitive process, a Paying Agent, the Bond Registrar, a 2012 Escrow Agent and a Verification Agent;
- After consultation with the Financial Advisor, the County Attorney and Bond Counsel to approve the terms of the Series 2012 CDT Bonds, such terms to be set forth in the Omnibus Certificate at time of closing;
- Issue the Series 2012 CDT Bonds, in substantially the form attached as Exhibit "A" to the Series 2012 CDT Resolution as tax exempt fixed rate bonds, current interest bonds, capital appreciation bonds or convertible capital appreciation bonds or a combination of each, with a maturity date not to exceed the final maturity of the Refunded Bonds;
- Award, execute and deliver to the Underwriters the Bond Purchase Agreement, in substantially the form on file with the Clerk's Office, as set forth in Exhibit "B" to the Series 2012 Resolution; and,
- Execute and deliver a tax compliance certificate to be prepared by Bond Counsel.

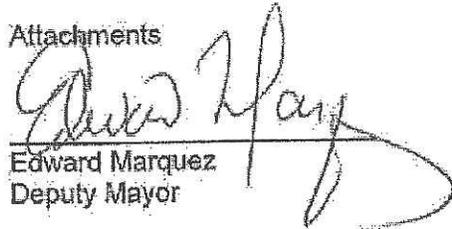
The Series 2012 Resolution further provides for and authorizes:

- The preparation, distribution and use of the Preliminary Official Statement substantially in the form attached as Exhibit "C" to the Series 2012 Resolution;
- The Escrow Deposit Agreement, in substantially the form on file with the Clerk's Office, as set forth in Exhibit "D" to the Series 2012 Resolution;
- A Continuing Disclosure Commitment, as required under the provisions of Rule 15c-2-12, as amended, of the Securities and Exchange Commission;
- The use of a book-entry only system of registration for the Series 2012 CDT Bonds; and
- The appropriate officials of the County to take all actions necessary in connection with the issuance of the Series 2012 CDT Bonds and the closing of this transaction.

Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
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Resolution R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on a committee agenda. The sale of the proposed Series 2012 CDT Bonds, which will set their final terms, will not occur until after the effective date of the Series 2012 Resolution in order to provide the County maximum flexibility in the market as described above. Therefore, a waiver of Resolution R-130-06 is required.

Attachments



Edward Marquez  
Deputy Mayor

## SOURCES AND USES OF FUNDS

Special Obligation - Convention Development Tax  
 CDT Refunding Bonds, Series 2012  
 \*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

	Dated Date	11/08/2012	
	Delivery Date	11/08/2012	
Sources:	Proposed 2012A Refunding (Refund Series 1997A)	Proposed 2012B Refunding (Refund Series 1997BC & 2005A)	Total
<b>Bond Proceeds:</b>			
Par Amount	179,970,000.00	307,270,000.00	487,240,000.00
Premium	22,063,922.50	26,031,214.50	48,095,137.00
	<u>202,033,922.50</u>	<u>333,301,214.50</u>	<u>535,335,137.00</u>
<b>Other Sources of Funds:</b>			
OMNI Tax Increment Funds	3,300,000.00		3,300,000.00
Available Sinking Fund from DS Account	18,375,000.00		18,375,000.00
	<u>21,675,000.00</u>		<u>21,675,000.00</u>
	<u>223,708,922.50</u>	<u>333,301,214.50</u>	<u>557,010,137.00</u>
<b>Uses:</b>			
<b>Refunding Escrow Deposits:</b>			
Cash Deposit	0.33	0.41	0.74
SLGS Purchases	200,897,524.00	300,039,598.00	500,937,122.00
	<u>200,897,524.33</u>	<u>300,039,598.41</u>	<u>500,937,122.74</u>
<b>Other Fund Deposits:</b>			
Debt Service Reserve Fund	18,091,823.92	30,888,896.69	48,980,720.61
<b>Delivery Date Expenses:</b>			
Cost of Issuance	517,146.45	833,206.55	1,350,353.00
Underwriter's Discount	899,850.00	1,536,350.00	2,436,200.00
	<u>1,416,996.45</u>	<u>2,369,556.55</u>	<u>3,786,553.00</u>
<b>Other Uses of Funds:</b>			
Capital Reserve	3,300,000.00		3,300,000.00
Additional Proceeds	2,577.80	3,162.85	5,740.65
	<u>3,302,577.80</u>	<u>3,162.85</u>	<u>3,305,740.65</u>
	<u>223,708,922.50</u>	<u>333,301,214.50</u>	<u>557,010,137.00</u>

BOND SUMMARY STATISTICS

Special Obligation - Convention Development Tax  
 CDT Refunding Bonds, Series 2012  
 \*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

Dated Date	11/08/2012
Delivery Date	11/08/2012
Last Maturity	10/01/2037
Arbitrage Yield	3.766572%
True Interest Cost (TIC)	4.247223%
Net Interest Cost (NIC)	4.493237%
All-In TIC	4.268041%
Average Coupon	4.996018%
Average Life (years)	18.638
Duration of Issue (years)	12.452
Par Amount	487,240,000.00
Bond Proceeds	535,335,137.00
Total Interest	453,702,747.22
Net Interest	408,043,810.22
Total Debt Service	940,942,747.22
Maximum Annual Debt Service	60,448,500.00
Average Annual Debt Service	37,793,081.45
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	109.370934

Bond Component	Par Value	Price	Average Coupon	Average Life
Serials	487,240,000.00	109.871	4.996%	18.638
	487,240,000.00			18.638

	TIC	All-In TIC	Arbitrage Yield
Par Value	487,240,000.00	487,240,000.00	487,240,000.00
+ Accrued Interest			
+ Premium (Discount)	48,095,137.00	48,095,137.00	48,095,137.00
- Underwriter's Discount	-2,436,200.00	-2,436,200.00	
- Cost of Issuance Expense		-1,350,353.00	
- Other Amounts			
Target Value	532,898,937.00	531,548,584.00	535,335,137.00
Target Date	11/08/2012	11/08/2012	11/08/2012
Yield	4.247223%	4.268041%	3.766572%

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SUMMARY OF REFUNDING RESULTS

Special Obligation - Convention Development Tax  
CDT Refunding Bonds, Series 2012  
\*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

Dated Date	11/08/2012
Delivery Date	11/08/2012
Arbitrage yield	3.766572%
Escrow yield	0.155384%
Bond Par Amount	487,240,000.00
True Interest Cost	4.247223%
Net Interest Cost	4.493237%
Average Coupon	4.996018%
Average Life	18.638
Par amount of refunded bonds	286,229,120.00
Value of refunded bonds on 11/8/2012	488,527,117.30
Average coupon of refunded bonds	5.242328%
Average life of refunded bonds	16.734
PV of prior debt to 11/08/2012 @ 3.766572%	603,631,614.75
Net PV Savings	47,874,284.88
Percentage savings of refunded bonds	9.799719%
Percentage savings of refunding bonds	9.825606%

SUMMARY OF BONDS REFUNDED

Special Obligation - Convention Development Tax  
CDT Refunding Bonds, Series 2012

\*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

Bond	Maturity Date	Interest Rate	Par Amount	Value on Nov 8, 2012	Value at Redemption	Call Date	Call Price
Sub. Special Obligation Refunding Bonds Sr. 1997A:							
CAB	10/01/2013	5.350%	241,169.70	529,320.15	532,822.20	12/23/2012	102.000
	10/01/2014	5.400%	5,576,577.60	12,328,514.00	12,410,899.60	12/23/2012	102.000
	10/01/2015	5.450%	5,712,322.20	12,720,575.10	12,806,346.15	12/23/2012	102.000
	10/01/2016	5.500%	5,820,510.50	13,055,622.00	13,144,498.30	12/23/2012	102.000
	10/01/2017	5.520%	5,937,971.20	13,357,819.20	13,449,030.40	12/23/2012	102.000
	10/01/2018	5.540%	6,037,244.00	13,620,600.00	13,714,036.00	12/23/2012	102.000
	10/01/2019	5.550%	6,130,399.05	13,850,729.55	13,945,895.10	12/23/2012	102.000
	10/01/2020	5.560%	6,206,539.55	14,043,267.50	14,139,848.80	12/23/2012	102.000
	10/01/2021	5.570%	7,546,837.20	17,100,476.80	17,218,130.40	12/23/2012	102.000
	10/01/2022	5.580%	7,535,088.00	17,098,694.80	17,216,614.80	12/23/2012	102.000
	10/01/2023	5.590%	7,513,186.85	17,073,499.95	17,191,501.60	12/23/2012	102.000
	10/01/2024	5.600%	7,481,105.65	17,025,205.75	17,143,119.30	12/23/2012	102.000
	10/01/2025	5.610%	7,440,494.25	16,957,542.35	17,075,233.35	12/23/2012	102.000
	10/01/2026	5.620%	7,391,410.45	16,870,026.05	16,987,378.95	12/23/2012	102.000
			86,570,856.20	195,631,893.20	196,975,354.95		
Sub. Special Obligation Bonds, Sr. 1997B:							
CAB	10/01/2028	5.630%	4,512,985.65	10,315,110.80	10,386,923.60	12/23/2012	102.000
	10/01/2029	5.630%	7,900,485.45	18,058,384.30	18,183,898.70	12/23/2012	102.000
	10/01/2030	5.650%	8,167,197.50	18,722,690.00	18,853,117.50	12/23/2012	102.000
	10/01/2031	5.650%	8,055,714.25	18,466,591.00	18,595,728.00	12/23/2012	102.000
	10/01/2032	5.660%	7,917,226.40	18,175,188.40	18,302,102.40	12/23/2012	102.000
	10/01/2033	5.660%	7,803,531.90	17,914,365.00	18,039,736.80	12/23/2012	102.000
	10/01/2034	5.660%	3,896,436.80	8,945,225.35	9,007,777.25	12/23/2012	102.000
	10/01/2035	5.660%	3,534,610.00	8,113,933.75	8,170,727.50	12/23/2012	102.000
	10/01/2036	5.660%	1,365,189.15	3,133,975.65	3,155,862.45	12/23/2012	102.000
TERM2037	10/01/2036	5.000%	51,200,000.00	51,200,000.00	51,200,000.00	12/23/2012	100.000
	10/01/2037	5.000%	65,655,000.00	65,655,000.00	65,655,000.00	12/23/2012	100.000
			170,008,377.10	238,700,464.25	239,550,874.20		
Sub. Special Obligation Bonds, Sr. 1997C:							
CAB	10/01/2013	5.400%	5,096,902.20	11,268,124.20	11,343,417.60	12/23/2012	102.000
CAB_TERM	10/01/2027	5.680%	7,414,605.50	17,070,642.50	17,190,407.30	12/23/2012	102.000
	10/01/2028	5.680%	2,914,313.50	6,709,622.50	6,756,696.10	12/23/2012	102.000
			15,425,821.20	35,048,389.20	35,290,521.00		
Sub. Special Obligation Bonds, Sr. 2005A:							
CAB	10/01/2013	3.920%	1,895,273.55	2,525,462.40			
	10/01/2014	4.050%	7,575,225.15	10,189,616.25			
	10/01/2015	4.130%	4,753,566.80	6,431,292.00			
			14,224,065.50	19,146,370.65			
			286,229,120.00	488,527,117.30	471,816,750.15		

SAVINGS

Special Obligation - Convention Development Tax  
CDT Refunding Bonds, Series 2012

\*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

Date	Prior Debt Service	Refunding Debt Service	Refunding Adjustments	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 11/08/2012 @ 3.7665724%
10/01/2013	20,832,750.00	21,706,497.22	-775,000.00	219,732.95	20,711,764.27	120,985.73	-3,044.43
10/01/2014	30,477,750.00	30,593,000.00		244,903.60	30,348,096.40	129,653.60	-38,043.22
10/01/2015	27,947,750.00	28,101,000.00		244,903.60	27,856,096.40	91,653.60	-69,133.15
10/01/2016	21,972,750.00	23,837,000.00	-1,900,000.00	244,903.60	21,692,096.40	280,653.60	98,153.82
10/01/2017	23,282,750.00	23,837,000.00	-625,000.00	244,903.60	22,967,096.40	315,653.60	123,713.06
10/01/2018	24,642,750.00	23,837,000.00		244,903.60	23,592,096.40	1,050,653.60	708,999.17
10/01/2019	26,047,750.00	23,837,000.00		244,903.60	23,592,096.40	2,455,653.60	1,769,207.36
10/01/2020	27,497,750.00	23,837,000.00		244,903.60	23,592,096.40	3,905,653.60	2,784,312.54
10/01/2021	33,722,750.00	31,752,000.00		244,903.60	31,507,096.40	2,215,653.60	1,469,780.27
10/01/2022	35,322,750.00	33,351,250.00		244,903.60	33,106,346.40	2,216,403.60	1,419,039.67
10/01/2023	36,977,750.00	35,005,750.00		244,903.60	34,760,846.40	2,216,903.60	1,370,503.24
10/01/2024	38,687,750.00	36,717,750.00		244,903.60	36,472,846.40	2,214,903.60	1,322,664.23
10/01/2025	40,457,750.00	38,484,000.00		244,903.60	38,239,096.40	2,218,653.60	1,280,718.12
10/01/2026	42,287,750.00	40,316,000.00		244,903.60	40,071,096.40	2,216,653.60	1,237,343.54
10/01/2027	45,162,615.05	43,189,250.00		244,903.60	42,944,346.40	2,218,268.65	1,198,224.00
10/01/2028	47,122,750.00	45,150,000.00		244,903.60	44,905,096.40	2,217,653.60	1,160,079.51
10/01/2029	51,987,750.00	50,014,250.00		244,903.60	49,769,346.40	2,218,403.60	1,124,632.87
10/01/2030	56,592,750.00	54,619,000.00		18,336,727.52	36,282,272.48	20,310,477.52	10,369,199.56
10/01/2031	58,767,750.00	50,276,750.00		154,444.48	50,122,305.52	8,645,444.48	4,235,154.91
10/01/2032	61,022,750.00	52,529,250.00		154,444.48	52,374,805.52	8,647,944.48	4,089,410.50
10/01/2033	63,352,750.00	54,862,750.00		154,444.48	54,708,305.52	8,644,444.48	3,946,790.56
10/01/2034	36,207,750.00	27,718,000.00		154,444.48	27,563,555.52	8,644,194.48	3,811,475.32
10/01/2035	34,967,750.00	26,478,000.00		154,444.48	26,323,555.52	8,644,194.48	3,675,896.38
10/01/2036	68,937,750.00	60,444,750.00		154,444.48	60,290,305.52	8,647,444.48	3,546,422.87
10/01/2037	68,937,750.00	60,448,500.00		31,043,341.17	29,405,158.83	39,532,591.17	15,614,621.35
	1,023,218,615.05	940,942,747.22	-3,300,000.00	54,444,926.12	883,197,821.10	140,020,793.95	66,246,122.02

Savings Summary

PV of savings from cash flow	66,246,122.02
Less: Prior funds on hand	-18,375,000.00
Plus: Refunding funds on hand	3,162.85
<b>Net PV Savings</b>	<b>47,874,284.87</b>

BOND DEBT SERVICE

Special Obligation - Convention Development Tax  
 CDT Refunding Bonds, Series 2012  
 \*PRELIMINARY NUMBERS FOR DISCUSSION ONLY\*

Dated Date 11/08/2012  
 Delivery Date 11/08/2012

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2013			21,706,497.22	21,706,497.22
10/01/2014	6,400,000	3.000%	24,193,000.00	30,593,000.00
10/01/2015	4,100,000	4.000%	24,001,000.00	28,101,000.00
10/01/2016			23,837,000.00	23,837,000.00
10/01/2017			23,837,000.00	23,837,000.00
10/01/2018			23,837,000.00	23,837,000.00
10/01/2019			23,837,000.00	23,837,000.00
10/01/2020			23,837,000.00	23,837,000.00
10/01/2021	7,915,000	5.000%	23,837,000.00	31,752,000.00
10/01/2022	9,910,000	5.000%	23,441,250.00	33,351,250.00
10/01/2023	12,060,000	5.000%	22,945,750.00	35,005,750.00
10/01/2024	14,375,000	5.000%	22,342,750.00	36,717,750.00
10/01/2025	16,860,000	5.000%	21,624,000.00	38,484,000.00
10/01/2026	19,535,000	5.000%	20,781,000.00	40,316,000.00
10/01/2027	23,385,000	5.000%	19,804,250.00	43,189,250.00
10/01/2028	26,515,000	5.000%	18,635,000.00	45,150,000.00
10/01/2029	32,705,000	5.000%	17,309,250.00	50,014,250.00
10/01/2030	38,945,000	5.000%	15,674,000.00	54,619,000.00
10/01/2031	36,550,000	5.000%	13,726,750.00	50,276,750.00
10/01/2032	40,630,000	5.000%	11,899,250.00	52,529,250.00
10/01/2033	44,995,000	5.000%	9,867,750.00	54,862,750.00
10/01/2034	20,100,000	5.000%	7,618,000.00	27,718,000.00
10/01/2035	19,865,000	5.000%	6,613,000.00	26,478,000.00
10/01/2036	54,825,000	5.000%	5,619,750.00	60,444,750.00
10/01/2037	57,570,000	5.000%	2,878,500.00	60,448,500.00
	487,240,000		453,702,747.22	940,942,747.22



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** October 2, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(2)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved



Mayor

Agenda Item No. 14(A)(2)

Veto

10-2-12

Override

RESOLUTION NO. R-757-12

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$550,000,000 AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SUBORDINATE SPECIAL OBLIGATION REFUNDING BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 209 OF 1997 ORDINANCE, TO REFUND ALL OR PORTION OF OUTSTANDING 1997 AND 2005A BONDS, WITH ESTIMATED NET PRESENT VALUE SAVINGS OF 9.80%, ESTIMATED COSTS OF ISSUANCE OF \$3,790,000 AND ESTIMATED FINAL MATURITY OF OCTOBER 1, 2037; MAKING NECESSARY FINDINGS FOR EXTENSION OF MATURITIES; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS, THEIR NEGOTIATED SALE AND REFUNDING OF REFUNDED BONDS; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN COVENANTS; AUTHORIZING COUNTY OFFICIALS TO TAKE ALL NECESSARY ACTIONS IN CONNECTION WITH ISSUANCE, SALE, EXECUTION AND DELIVERY OF BONDS AND REFUNDING OF REFUNDED BONDS; AND PROVIDING SEVERABILITY

WHEREAS, Miami-Dade County, Florida (the "County"), pursuant to Ordinance No. 97-210 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"), has previously issued (i) \$86,570,856.20 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series 1997A, of which \$194,533,602.05 Compounded Amount as of October 1, 2012 are currently Outstanding (as such terms are defined in the

1997 Ordinance), (ii) \$170,008,377.10 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997B, of which \$238,003,740.25 principal amount (Compounded Amount as of October 1, 2012 with respect to the Capital Appreciation Bonds) are currently Outstanding, (iii) \$41,961,440.05 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997C, of which \$34,850,210.40 Compounded Amount as of October 1, 2012 are currently Outstanding, and (iv) \$138,608,939.55 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 2005A, of which \$193,780,277.65 Compounded Amount as of October 1, 2012 are currently Outstanding (collectively, the “Outstanding 1997 and 2005A Bonds”); and

**WHEREAS**, all terms used in capitalized form and not defined in this Resolution (the “Series 2012 Resolution”) have the meanings assigned to such terms in the 1997 Ordinance, unless the context otherwise clearly requires a different meaning; and

**WHEREAS**, Section 209 of the 1997 Ordinance authorize the County to issue Refunding Bonds payable from the Pledged Funds on a parity with the Outstanding Bonds; and

**WHEREAS**, the Board has determined at this time that it is in the best interests of the County and its citizens to provide for the issuance of Refunding Bonds under the provisions of Section 209 of the 1997 Ordinance, for the purpose of refunding, together with any other available moneys, all or a portion of the Outstanding 1997 and 2005A Bonds (the Outstanding 1997 and 2005A Bonds so refunded being referred to as “Refunded Bonds”); and

**WHEREAS**, the Board desires to authorize the issuance of not to exceed \$550,000,000 aggregate original principal amount of Miami-Dade County, Florida Subordinate Special

Obligation Refunding Bonds, in one or more Series (the "Series 2012 Bonds"), as Refunding Bonds under the provisions of Section 209 of the 1997 Ordinance, for the purpose of refunding, together with any other available moneys, the Refunded Bonds, funding the Reserve Fund and paying the costs of issuance of the Series 2012 Bonds, estimated to be \$3,790,000, which costs shall be increased by premiums on or fees for any Bond Insurance Policies and/or Reserve Fund Facilities, if there is an economic benefit in accordance with Section 13 of this Series 2012 Resolution; and

**WHEREAS**, based upon the findings set forth in Section 2 of this Series 2012 Resolution, the Board deems it in the best financial interest of the County that the Series 2012 Bonds be sold at a public offering by negotiated sale to the Underwriters named in the Bond Purchase Agreement in accordance with the Bond Purchase Agreement and to authorize the distribution, use and delivery of the Preliminary Official Statement and the Official Statement (as all such terms are hereinafter defined), all relating to the negotiated sale of the Series 2012 Bonds; and

**WHEREAS**, the Board deems it appropriate, subject to the limitations contained in this Series 2012 Resolution, to authorize Mayor or Mayor's designee (the "County Mayor"), to (i) finalize the terms of the Series 2012 Bonds and the refunding of the Refunded Bonds to the extent not provided in the 1997 Ordinance or this Series 2012 Resolution, including the number of Series which will be issued and whether the Series 2012 Bonds will be issued as Current Interest Bonds, Capital Appreciation Bonds and/or Capital Appreciation and Income Bonds; (ii) finalize the terms of the negotiated sale of the Series 2012 Bonds; (iii) secure one or more Bond Insurance Policies and secure one or more Reserve Fund Facilities, if there is an economic benefit in accordance with Section 13 of this Series 2012 Resolution; and (iv)

select and appoint a Bond Registrar, a Paying Agent, an escrow agent (the "2012 Escrow Agent") and a verification agent (the "Verification Agent"); and

**WHEREAS**, the Board desires to provide for a Book-Entry-Only System with respect to the Series 2012 Bonds, and to approve, ratify and confirm the Blanket Issuer Letter of Representations previously executed and delivered by the County to The Depository Trust Company, New York, New York ("DTC") relating to such Book-Entry-Only System; and

**WHEREAS**, the Board desires to accomplish the purposes outlined in the accompanying memorandum (the "County Mayor's Memorandum"), a copy of which is incorporated in this Series 2012 Resolution by reference,

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

**SECTION 1. Recitals, Definitions, Authority and Construction.**

(a) **Recitals.** The recitals contained in the foregoing "WHEREAS" clauses are incorporated as part of this Series 2012 Resolution.

(b) **Definitions.** The following capitalized terms shall have the following meanings:  
"Bond Ordinance" means collectively, the 1997 Ordinance and this Series 2012 Resolution.

"Escrow Deposit Agreement" means one or more Escrow Deposit Agreements between the County and the 2012 Escrow Agent as authorized pursuant to Section 16 of this Series 2012 Resolution.

“Omnibus Certificate” means a certificate of the County executed by the County Mayor setting forth, among other things, the information and designations required by Section 3 of this Series 2012 Resolution.

“Regular Record Date” means the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each Interest Payment Date.

“Underwriters” mean the underwriters identified in and party to the Bond Purchase Agreement.

To the extent that the Series 2012 Bonds are issued in a calendar year other than calendar year 2012, all references to “2012” contained in any defined term in this Series 2012 Resolution shall, without further action of the Board, be replaced with the calendar year in which the Series 2012 Bonds are issued.

(c) Authority. This Series 2012 Resolution is adopted pursuant to the Act.

(d) Rules of Construction. Any reference to any Article, Section or provision of the Constitution or laws of the State, or of federal laws, or rules or regulations, shall include such provisions as amended, modified, revised, supplemented or superseded from time to time; provided that no such change shall be deemed applicable to any particular Series 2012 Bonds in any way that would constitute an unlawful impairment of the rights of the County or any Bondholder.

SECTION 2. Findings. The Board finds, determines and declares as follows:

(a) The County is authorized under the Act and the Bond Ordinance to issue the Series 2012 Bonds to refund the Refunded Bonds.

(b) Based upon the information set forth in the County Mayor’s Memorandum, the estimated Pledged Funds shall be at least sufficient to pay the principal of and interest on the

Series 2012 Bonds as the same become due and all other amounts required to be paid or deposited pursuant to the Bond Ordinance.

(c) In accordance with Section 218.385, Florida Statutes, as amended, based upon the recommendations of Public Financial Management, Inc., which is serving as financial advisor to the County in connection with the issuance of the Series 2012 Bonds (the "Financial Advisor"), the negotiated sale of the Series 2012 Bonds is in the best interest of the County for the following reasons:

(i) The credit and security structure of the Series 2012 Bonds is somewhat unconventional and the flow of funds is very technical and would likely not be readily understood by investors without careful explanation and premarketing efforts; and

(ii) The municipal bond market continues to experience significant volatility fueled by broad market uncertainty, tight credit markets and global concerns and extensive premarketing efforts and flexibility as to market entrance would likely increase demand for the Series 2012 Bonds.

(d) The sale and issuance of the Series 2012 Bonds and the use of the proceeds of the Series 2012 Bonds, as provided in this Series 2012 Resolution, serve a valid public and County purpose.

(e) The Board has determined that it is in the best interest of the County to appoint the Underwriters from the County's pool of underwriters and sell the Series 2012 Bonds to them through a negotiated sale but only upon the terms and conditions set forth in this Series 2012 Resolution and as may be determined by the County Mayor, after consultation with the Financial Advisor, in accordance with the terms of this Series 2012 Resolution and set forth in the Bond Purchase Agreement and the Omnibus Certificate.

(f) The Series 2012 Bonds shall only be issued if there is a net present value savings of five percent (5%) or more resulting from the refunding of the Refunded Bonds.

(g) Based upon the information set forth in the County Mayor's Memorandum, the Board has further determined that proceeding with the issuance of Series 2012 Bonds having maturities greater than some of the maturities of the Refunded Bonds meets a compelling public policy objective because extending the maturities on the Series 2012 Bonds will result in additional net present value savings resulting from the refunding of the Refunded Bonds and will provide additional flexibility for the future issuance of Bonds.

(h) The authority granted to the County Mayor in this Series 2012 Resolution is necessary for the proper and efficient implementation of the refunding program contemplated by this Series 2012 Resolution, and such authorization is in the best interests of the County.

SECTION 3. Authorization and Form of Series 2012 Bonds; Terms and Provisions of Series 2012 Bonds; Refunding of Refunded Bonds.

(a) Authorization and Form. The Series 2012 Bonds, to be designated as "Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds," are authorized to be issued in one or more Series, with such Series designations (including their year of issuance) as shall be set forth in the Omnibus Certificate, pursuant to Section 209 of the 1997 Ordinance and this Series 2012 Resolution. The aggregate original principal amount of the Series 2012 Bonds shall not exceed \$550,000,000. The Series 2012 Bonds shall be issued as fixed rate bonds to refund, together with any other available moneys, the Refunded Bonds, fund the Reserve Fund (whether with proceeds of the Series 2012 Bonds or by the deposit of one or more Reserve Fund Facilities) and pay the costs of issuance of the Series 2012 Bonds, including premiums on or fees for any Bond Insurance Policies and/or Reserve Fund Facilities. Prior to the delivery of the

Series 2012 Bonds, there shall be filed with the Finance Director the documents, certificates and opinions required under Section 209 of the 1997 Ordinance.

Each of the Series 2012 Bonds shall be in substantially the form attached as Exhibit A to this Series 2012 Resolution, which form of Series 2012 Bond is approved, with such variations, omissions and insertions and such filling in of blanks as may be necessary, including as may be necessary to reflect the issuance of Capital Appreciation Bonds and/or Capital Appreciation and Income Bonds, and approved by the County Mayor, after consultation with the County Attorney and Squire Sanders (US) LLP and D. Seaton and Associates (collectively, "Bond Counsel"), and which are not inconsistent with the provisions of the Bond Ordinance.

(b) Terms and Provisions of the Series 2012 Bonds. The County Mayor is authorized, after consultation with the Financial Advisor, the County Attorney and Bond Counsel, to approve the terms of the Series 2012 Bonds not set forth in this Series 2012 Resolution, such approval to be evidenced by the terms and provisions set forth in the Omnibus Certificate, including, without limitation, the aggregate original principal amount of the Series 2012 Bonds, which shall not exceed \$550,000,000, whether the Series 2012 Bonds will be issued as Current Interest Bonds, Capital Appreciation Bonds and/or Capital Appreciation and Income Bonds, the number of Series of Series 2012 Bonds to be issued and the Series designations, the dated date of the Series 2012 Bonds, the interest rates of the Series 2012 Bonds, the purchase price for the Series 2012 Bonds, the maturity dates of the Series 2012 Bonds, the optional and mandatory redemption terms of the Series 2012 Bonds, if any, whether the Series 2012 Bonds shall be Serial Bonds and/or Term Bonds, and the maturity amounts as to Serial Bonds and Amortization Requirements as to Term Bonds; provided, however, that in no event shall the

Series 2012 Bonds be issued if (i) the net present value savings resulting from the refunding of the Refunded Bonds is less than 5%; (ii) the aggregate original principal amount of the Series 2012 Bonds exceeds \$550,000,000; (iii) the purchase price (excluding original issue discount and original issue premium) is less than 98% of the original principal amount of the Series 2012 Bonds (the "Minimum Purchase Price"); and/or (iv) the final maturity of the Series 2012 Bonds is later than October 1, 2037.

The Series 2012 Bonds shall be issuable only in fully registered form in denominations of (i) with respect to Current Interest Bonds, \$5,000 or any integral multiple of \$5,000, and (ii) with respect to Capital Appreciation Bonds and Capital Appreciation and Income Bonds, \$5,000 maturity amount or any integral multiple of \$5,000 maturity amount. Interest on Series 2012 Bonds which are Current Interest Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing on the date determined by the County Mayor and set forth in the Omnibus Certificate. Series 2012 Bonds that are Capital Appreciation Bonds shall bear interest compounded semiannually on April 1 and October 1 of each year, commencing on the date determined by the County Mayor and set forth in the Omnibus Certificate. Series 2012 Bonds that are Capital Appreciation and Income Bonds, shall bear interest compounded semiannually on April 1 and October 1 of each year, commencing on the date determined by the County Mayor and set forth in the Omnibus Certificate, until, but not including, their respective Interest Commencement Dates and, commencing on such Interest Commencement Dates, shall bear interest, computed based on their respective Compounded Amounts as of such Interest Commencement Dates, payable semiannually on April 1 and October 1 of each year, commencing on the April 1 or October 1 next succeeding their respective Interest Commencement Dates. Series 2012 Bonds that are Capital Appreciation Bonds and/or Capital

Appreciation and Income Bonds shall have the Compounded Amounts determined by reference to the tables, and the Series 2012 Bonds that are Capital Appreciation and Income Bonds shall have the Interest Commencement Dates, set forth in the Omnibus Certificate. Such Compounded Amounts shall be calculated on the basis of a year of twelve 30-day months.

Each Series of the Series 2012 Bonds shall be initially numbered consecutively from R-1 and upwards, provided that all Series 2012 Bonds that are Capital Appreciation Bonds and/or Capital Appreciation and Income Bonds shall have the additional prefix "CAB" or "CAIB," respectively, before such numbers.

(c) Refunding of Refunded Bonds. The County Mayor, after consultation with the Financial Advisor, is authorized to determine (i) the Outstanding 1997 and 2005A Bonds that will constitute the Refunded Bonds, and (ii) the date(s) of redemption of any Refunded Bonds to be redeemed prior to maturity, all as shall be set forth in Escrow Deposit Agreement. The execution and delivery of the Escrow Deposit Agreement shall be conclusive evidence of the approval by the Board of such determinations.

SECTION 4. Execution and Authentication of Series 2012 Bonds. The Series 2012 Bonds shall be executed as provided in the 1997 Ordinance. A Certificate of Authentication of the Bond Registrar shall appear on the Series 2012 Bonds, and no Series 2012 Bonds shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance, unless such certificate shall have been duly manually executed by the Bond Registrar on such Series 2012 Bonds.

In case any one or more of the officers who shall have signed any of the Series 2012 Bonds shall cease to be such officer of the County before the Series 2012 Bonds so signed shall have been actually delivered, such Series 2012 Bonds may nevertheless be delivered as

provided in this Series 2012 Resolution and may be issued as if the person who signed such Series 2012 Bonds had not ceased to hold such offices. Any Series 2012 Bonds may be signed on behalf of the County by such person as at the actual time of the execution of such Series 2012 Bonds shall hold the proper office, although at the date of such Series 2012 Bonds such person may not have held such office or may not have been so authorized.

SECTION 5. Special Obligations of County. The Series 2012 Bonds shall be special and limited obligations of the County payable from and secured by a lien solely upon and a pledge of the Pledged Funds, as more specifically provided in the 1997 Ordinance, including Section 501 of the 1997 Ordinance. The Series 2012 Bonds shall not be or constitute general obligations or indebtedness of the County within the meaning of the Constitution of the State of Florida, but shall be payable from and secured by a lien solely upon and a pledge of the Pledged Funds. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or taxation in any form on any property to pay the principal of, any redemption premium, if any, and interest on the Series 2012 Bonds, nor shall any such Bondholder be entitled to payment of such principal, redemption premium, if any, or interest from any other funds of the County except the Pledged Funds.

SECTION 6. Covenants of 1997 Ordinance. All of the material covenants of the 1997 Ordinance will be applicable to the Series 2012 Bonds, and no default shall have occurred and be continuing in the performance of any of the covenants and obligations and all payments required to have been made into the accounts and funds under the terms of the 1997 Ordinance shall have been made to the full extent required before the Series 2012 Bonds may be issued.

SECTION 7. Payment and Ownership of Series 2012 Bonds. The principal of, any premium, and the Compounded Amount of any Series 2012 Bonds, as the case may be, shall be

payable when due to a Bondholder upon presentation and surrender of such Series 2012 Bond at the designated corporate trust office of the Paying Agent. Interest on (i) each Series 2012 Bond that is a Current Interest Bond and (ii) after the Interest Commencement Date, each Series 2012 Bond that is a Capital Appreciation and Income Bond, shall be paid on each interest payment date for the Series 2012 Bonds (each, an "Interest Payment Date") by check or draft, mailed by the Paying Agent on that Interest Payment Date to the Bondholder of the Series 2012 Bond (or of one or more predecessor Series 2012 Bonds) as of the close of business on the Regular Record Date applicable to that Interest Payment Date and at the Bondholder's address as it appears on the registration books kept by the Bond Registrar (the "Register") on that Regular Record Date, provided, however, that (i) so long as the ownership of such Series 2012 Bonds are maintained in a Book-Entry-Only System by a securities depository, such payment shall be made by automatic funds transfer ("wire") to such securities depository or its nominee and (ii) if such Series 2012 Bonds are not maintained in a Book-Entry-Only System by a securities depository, upon written request of the Holder of \$1,000,000 or more in principal amount of Series 2012 Bonds that are Current Interest Bonds or \$1,000,000 or more in Compounded Amount of Series 2012 Bonds that are Capital Appreciation Bonds and/or Capital Appreciation and Income Bonds delivered to the Paying Agent at least 15 days prior to an Interest Payment Date, interest may be paid when due by wire if such Bondholder advances to the Paying Agent the amount necessary to pay the wire charges or authorizes the Paying Agent to deduct the amount of such payment. If and to the extent, however, that the County fails to make payment or provision for payment on any Interest Payment Date of interest on any Series 2012 Bond, that interest shall cease to be payable to the person who was the Holder of that Series 2012 Bond as of the applicable Regular Record Date. In that event, when moneys become available for payment of the delinquent interest, the Paying

Agent shall establish a special interest payment date (the "Special Interest Payment Date") for the payment of that interest, and a special record date (the "Special Record Date"), which Special Record Date shall be not more than 15 nor fewer than 10 days prior to the Special Interest Payment Date; and the Paying Agent shall cause notice of the Special Interest Payment Date and of the Special Record Date to be mailed not fewer than 10 days preceding the Special Record Date to each person who was a Holder of such Series 2012 Bond at the close of business on the 15th day preceding said mailing to such person's address as it appears on the Register on that 15th day preceding the mailing of such notice and, thereafter, the interest shall be payable to the person who was the Holder of such Series 2012 Bond (or one or more predecessor Series 2012 Bonds) as of the close of business on the Special Record Date.

The Holder of any Series 2012 Bond shall be deemed and regarded as the absolute owner for all purposes of the Bond Ordinance. Payment of or on account of the debt service on any Series 2012 Bond shall be made only to or upon the order of that Bondholder or such Bondholder's attorney-in-fact duly authorized in writing in the manner permitted under this Series 2012 Resolution. Neither the County, the Bond Registrar nor the Paying Agent shall be affected by notice to the contrary. All payments made as described in this Series 2012 Resolution shall be valid and effective to satisfy and discharge the liability upon that Series 2012 Bond, including, without limitation, interest, to the extent of the amount or amounts so paid.

SECTION 8. Conditional Notice of Redemption. If the Series 2012 Bonds or any portion thereof are to be optionally redeemed pursuant to the terms authorized in this Series 2012 Resolution, the County may provide a conditional notice of redemption of such Series 2012

Bonds in accordance with the terms set forth below, and the County Mayor is authorized, in his discretion, to add to the form of Series 2012 Bonds a provision reflecting this right:

Conditional Notice of Redemption. In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a “Conditional Redemption”), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned “Conditional Notice of Redemption.” Any Conditional Redemption may be rescinded at any time prior to the redemption date if the County delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Series 2012 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such moneys available shall constitute an Event of Default. The County shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Series 2012 Bonds called for redemption and not so paid remain Outstanding.

SECTION 9. System of Certificated and Uncertificated Registration. There is established a system of registration with respect to the Series 2012 Bonds as permitted by Chapter 279, Florida Statutes, as amended, pursuant to which both certificated and uncertificated

registered Series 2012 Bonds may be issued. The system shall be as described in the Official Statement. The Series 2012 Bonds shall be initially issued as book-entry-only bonds through the Book-Entry-Only System maintained by DTC which will act as securities depository for the Series 2012 Bonds. The Board reserves the right to amend, discontinue or reinstitute the Book-Entry-Only System from time to time, subject to the rights of Bondholders contained in the Bond Ordinance.

Neither the County, the Bond Registrar nor the Paying Agent shall be liable for the failure of the securities depository of the Series 2012 Bonds to perform its obligations as described in the Official Statement, nor for the failure of any participant in the Book-Entry-Only System maintained by the securities depository to perform any obligation such participant may have to a beneficial owner of any Series 2012 Bonds.

The Board approves, ratifies and confirms the Blanket Issuer Letter of Representations previously executed and delivered by the County to DTC. The County Mayor is authorized to execute any additional documentation required by DTC, as securities depository of the Series 2012 Bonds, in connection with the issuance of the Series 2012 Bonds through DTC's Book-Entry-Only System.

SECTION 10. Appointment of Paying Agent, Bond Registrar, 2012 Escrow Agent and Verification Agent. The County Mayor is authorized to appoint a Paying Agent, a Bond Registrar, a 2012 Escrow Agent and a Verification Agent after a competitive process and consultation with the Financial Advisor and, after consultation with the County Attorney and Bond Counsel, to execute any necessary agreements with the Paying Agent, the Bond Registrar and the 2012 Escrow Agent.

SECTION 11. Approval of Bond Purchase Agreement and Authorization to Award the Sale of the Series 2012 Bonds. The Board approves the Bond Purchase Agreement in substantially the form on file with the Clerk's office as Exhibit B to this Series 2012 Resolution, with such additions, deletions and completions as may be necessary and approved by the County Mayor in accordance with the terms of this Series 2012 Resolution after consultation with the Financial Advisor, Bond Counsel and the County Attorney. Upon compliance by the Underwriters with the requirements of Section 218.385, Florida Statutes, as amended, the County Mayor, after consultation with the Financial Advisor, is authorized and directed to award the sale of the Series 2012 Bonds to the Underwriters upon the terms described in Section 3(b) of this Series 2012 Resolution and to finalize the terms of, and to execute the Bond Purchase Agreement between the County and the Underwriters and to deliver the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the County Mayor shall be conclusive evidence of the Board's approval of any such additions, deletions and completions and acceptance of the Underwriters' proposal to purchase the Series 2012 Bonds. The Board approves the negotiated sale of the Series 2012 Bonds to the Underwriters upon the final terms and conditions in this Series 2012 Resolution and as set forth in the Omnibus Certificate and the Bond Purchase Agreement.

SECTION 12. Approval of the Preliminary Official Statement and Final Official Statement. The use and distribution of the Preliminary Official Statement (the "Preliminary Official Statement") in connection with the offering and sale of the Series 2012 Bonds in substantially the form attached as Exhibit C to this Series 2012 Resolution are approved, with such variations, omissions and insertions and such filling in of blanks as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County

Attorney, Bond Counsel and Hunton & Williams LLP and Law Offices Thomas H. Williams, Jr., P.L. (collectively, "Disclosure Counsel"). The County Mayor is authorized to deem the Preliminary Official Statement "final" for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The County Mayor is authorized and directed to deliver the final Official Statement (the "Official Statement") in connection with the offering and sale of the Series 2012 Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such variations, omissions and insertions and such filling in of blanks as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County Attorney, Bond Counsel and Disclosure Counsel, with the delivery of the Official Statement by the County Mayor being conclusive evidence of the Board's approval of any such variations, omissions and insertions and such filling in of blanks.

SECTION 13. Bond Insurance Policies and Reserve Fund Facilities. If the County Mayor demonstrates, after consultation with the Financial Advisor, that there is an economic benefit to the County to obtain and pay for one or more Bond Insurance Policies and/or Reserve Fund Facilities with respect to the Series 2012 Bonds, the County Mayor is authorized to secure one or more Bond Insurance Policies and/or Reserve Fund Facilities with respect to the Series 2012 Bonds. The County Mayor is authorized to provide for the payment of any premiums on or fees for such Bond Insurance Policies and/or Reserve Fund Facilities from the proceeds of the issuance of the Series 2012 Bonds and, after consultation with the County Attorney and Bond Counsel, to enter into, execute and deliver any agreements as may be necessary to secure such Bond Insurance Policies and/or Reserve Fund Facilities, with the County Mayor's execution of any such agreements to be conclusive evidence of the Board's approval of such agreements.

Any such agreements shall supplement and be in addition to the provisions of the Bond Ordinance.

SECTION 14. Application of Series 2012 Bond Proceeds. The proceeds received from the sale of the Series 2012 Bonds shall be deposited and applied as follows:

(a) Proceeds of each Series of the Series 2012 Bonds and any other available moneys necessary to fund the refunding and defeasance of the Refunded Bonds shall be transferred to the Escrow Agent, which funds shall be held and applied to the acquisition of Defeasance Obligations described in the Escrow Deposit Agreement and to the payment and/or redemption of the Refunded Bonds in accordance with the provisions of the Escrow Deposit Agreement, all for the purpose of providing for the refunding and defeasance of the Refunded Bonds.

(b) To the extent necessary and not satisfied by the deposit of one or more Reserve Fund Facilities, proceeds of each Series of the Series 2012 Bonds in an amount equal to the portion of the Reserve Requirement allocable to such Series of the Series 2012 Bonds shall be deposited in the Reserve Fund.

(c) The balance of the proceeds of each Series of the Series 2012 Bonds shall be deposited in a special account created by this Series 2012 Resolution for such Series of the Series 2012 Bonds and designated the "Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series \_\_\_\_ Cost of Issuance Account" (inserting the Series designation) (with respect to each Series of the Series 2012 Bonds, the "Series \_\_\_\_ Cost of Issuance Account" (inserting the Series designation)), to be held by the County and applied to the costs of issuance of such Series of the Series 2012 Bonds; provided, however, that any premiums on or fees for Bond Insurance Policies and/or Reserve Fund Facilities payable to the County may be paid directly by the Underwriters from the proceeds of each Series of the Series 2012 Bonds.

SECTION 15. Tax Covenants. The County covenants to take the actions required of it for interest on the Series 2012 Bonds to be and to remain excluded from gross income of the Holders for federal income tax purposes, and not to take any actions that would affect that exclusion. In furtherance of the foregoing covenant, the County agrees that it will comply with the provisions of a tax compliance certificate to be prepared by Bond Counsel and executed and delivered on the date of issuance of the Series 2012 Bonds. The County Mayor is authorized to execute and deliver such tax compliance certificate.

Notwithstanding anything in this Series 2012 Resolution to the contrary, the requirement of the County to rebate any amounts due to the United States pursuant to Section 148 of the Code shall survive the payment or provision for payment of the principal, interest and redemption premium, if any, with respect to the Series 2012 Bonds or any portion of the Series 2012 Bonds.

SECTION 16. Approval of Escrow Deposit Agreement. The Board approves the Escrow Deposit Agreement, in substantially the form on file with the Clerk's office as Exhibit D to this Series 2012 Resolution, with such additions, deletions and completions as may be necessary and approved by the County Mayor, in accordance with the terms of this Series 2012 Resolution, after consultation with the Financial Advisor, Bond Counsel and the County Attorney, with the execution and delivery of the Escrow Deposit Agreement being conclusive evidence of the Board's approval of any such additions, deletions and completions to such agreement.

SECTION 17. Continuing Disclosure.

(a) The County agrees, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of the Rule to provide or cause to be provided for the benefit of the beneficial owners of the Series 2012 Bonds (the "Beneficial

Owners”) to the Municipal Securities Rulemaking Board (“MSRB”) in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable legislation, from time to time (each such information repository, a “MSIR”), the following annual financial information (the “Annual Information”), commencing with the Fiscal Year ending after the issuance of the Series 2012 Bonds:

(i) Annual receipts of Convention Development Tax by the County, amount of Designated CDT Revenues, Omni Tax Increment Revenues and Available Sales Tax, amount of indebtedness secured by a lien on Designated CDT Revenues, amount of indebtedness secured by a lien on the Available Sales Tax, amount of indebtedness secured by a lien on the local government half-cent sales tax, amount of Additional Sales Tax Parity Obligations outstanding, debt service coverage on indebtedness secured by Designated CDT Revenues and debt service coverage on indebtedness secured by Available Sales Tax, all in a form which is generally consistent with the presentation of such information in the Official Statement; and

(ii) The County’s Comprehensive Annual Financial Report utilizing generally accepted accounting principles applicable to local governments.

The information in clauses (i) and (ii) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year. The County’s Comprehensive Annual Financial Report referred to in clause (ii) above is expected to be available separately from the information in clause (i) above and shall be provided by the County as soon as practical after acceptance of the audited financial statements from the auditors by the County. If not available within eight (8) months from the end of the Fiscal Year, unaudited information will be provided in accordance

with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The County agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2012 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit facility providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax status of the Series 2012 Bonds;
- (vii) modifications to rights of holders of the Series 2012 Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

(c) The County agrees to provide or cause to be provided, in a timely manner, to each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

(d) The obligations of the County under this Section 17 shall remain in effect only so long as the Series 2012 Bonds are Outstanding. The County reserves the right to terminate its obligations to provide the Annual Information and notices of the occurrence of the events specified in subsection (b) above if and when the County no longer remains an “obligated person” with respect to the Series 2012 Bonds within the meaning of the Rule.

(e) The County agrees that its undertaking pursuant to the Rule set forth in this Section 17 is intended to be for the benefit of the Beneficial Owners of the Series 2012 Bonds and shall be enforceable by the Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County’s obligations under this Section 17 in a federal or state court located within the County and any failure by the County to comply with the provisions of this undertaking shall not be a default with respect to the Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Series 2012 Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Bonds, the County shall, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Series 2012 Bonds. The requirements of subsection

(a) may be met by the filing of an annual information statement or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any final official statement of the County, provided such final official statement is filed with the MSRB.

(h) The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 17, the County's covenants as to continuing disclosure (the "Covenants") may only be amended if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the County or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2012 Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

(ii) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of adoption of this Resolution, ceases to be in effect

for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the County, along with full documentary support as part of the written request described above.

(k) The Board further authorizes and directs the County Mayor to cause all other agreements to be made or action to be taken as required in connection with meeting the County's obligations as to the Covenants. The County Mayor shall further be authorized to make such additions, deletions and modifications to the Covenants as he shall deem necessary or desirable in consultation with the County Attorney, Bond Counsel and Disclosure Counsel.

(l) Notwithstanding the provisions of Article XI of the 1997 Ordinance, the County will comply with the provisions of this Section 17 with respect to the Series 2012 Bonds.

SECTION 18. Hedge Agreements. The County Mayor is authorized to enter into any amendments to those certain Hedge Agreements relating to the Outstanding 1997 Bonds dated November 19, 2009 by and between the County and Loop Financial Products I LLC (with Deutsche Bank AG, New York Branch, as credit support provider) (the "Hedge Agreements Amendments"), as may be necessary or desirable in connection with the refunding of the Refunded Bonds, after consultation with the Financial Advisor, Bond Counsel and the County Attorney, with the execution and delivery of any such Hedge Agreements Amendments being conclusive evidence of the Board's approval of such Hedge Agreements Amendments.

SECTION 19. Modification or Amendment. This Series 2012 Resolution shall constitute a contract between the County and the Holders of the Series 2012 Bonds. Except as provided in this Series 2012 Resolution, no material amendment or modification of this Series 2012 Resolution or of any amendatory or supplemental resolution may be made without the

consent of the Holders of two-thirds (2/3) or more in principal amount of the Series 2012 Bonds then outstanding; provided, however, that no amendment or modification shall permit an extension of the maturity of such Series 2012 Bonds, a reduction in the redemption premium or rate of interest or in the amount of the principal obligation, the creation of a lien upon or pledge of Pledged Funds other than a lien or pledge created or permitted by the 1997 Ordinance, a preference or priority of any Series 2012 Bond over any other Series 2012 Bond, or a reduction in the aggregate principal amount of Series 2012 Bonds required for consent to amendment or modification.

Notwithstanding anything in this Series 2012 Resolution to the contrary, this Series 2012 Resolution may be amended without the consent of the Holders of the Series 2012 Bonds to provide clarification, correct omissions, make technical changes, comply with State laws, make such additions, deletions or modifications as may be necessary to assure compliance with Section 148 of the Code or otherwise as may be necessary to assure exclusion of interest on the Series 2012 Bonds from gross income for federal income tax purposes, and make such other amendments that do not materially adversely affect the interest of Holders of the Series 2012 Bonds then Outstanding.

SECTION 20. Authorization of Further Actions. The County Mayor, the County Manager, the Finance Director, the County Attorney, the Clerk and other officers, employees and agents of the County are hereby authorized and directed to do all acts and things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the issuance of the Series 2012 Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Series 2012 Resolution, the Series 2012 Bonds and the related documents. In the event that the County Mayor, the County Manager, the

Finance Director, the Clerk or the County Attorney is unable to execute and deliver the contemplated documents, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the County.

SECTION 21. Severability; Resolution Controlling. In case any one or more of the provisions of this Series 2012 Resolution or any approved document shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series 2012 Resolution or such document, as the case may be, and such other provisions shall be construed and enforced as if such illegal or invalid provisions had not been contained. All or any part of resolutions or proceedings in conflict with the provisions of this Series 2012 Resolution are to the extent of such conflict repealed or amended to the extent of such inconsistency.

SECTION 22. Governing Law; Venue. The Series 2012 Bonds are to be issued and this Series 2012 Resolution is adopted and such other documents necessary for the issuance of the Series 2012 Bonds shall be executed and delivered with the intent that, except to the extent otherwise specifically provided in such documents, the laws of the State shall govern their construction. Except as otherwise specifically provided in any such documents, venue shall lie in Miami-Dade County, Florida.

SECTION 23. No Recourse Against County's Officers. No covenant, agreement or obligation contained in this Series 2012 Resolution shall be deemed to be a covenant, agreement or obligation of any present or future official, officer, employee or agent of the County in the individual capacity of such person, and no official, officer, employee or agent of the County executing the Series 2012 Bonds shall be liable personally on the Series 2012 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2012 Bonds. No official, officer, employee, agent or advisor of the County shall incur any personal

liability with respect to any other action taken by such person pursuant to this Series 2012 Resolution, provided the official, officer, employee, agent or advisor acts in good faith, but this Section 23 shall not relieve any official, officer, employee, agent or advisor of the County from the performance of any official duty provided by law or this Series 2012 Resolution.

SECTION 24. Waivers. The provisions of Resolution No. R-130-06, as amended, requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the County Mayor's Memorandum.

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

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	<b>absent</b>	Lynda Bell	aye
Esteban L. Bovo, Jr.	<b>absent</b>	Jose "Pepe" Diaz	<b>absent</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss	<b>aye</b>
Rebeca Sosa	<b>aye</b>	Sen. Javier D. Souto	<b>aye</b>
Xavier L. Suarez	<b>absent</b>		

The Chairman thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2012. This resolution shall become effective upon the earlier of (1) 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, 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: **Christopher Agrippa**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "GTH", is written over a circular stamp.

Prepared by Bond Counsel: Squire Sanders (US) LLP  
D. Seaton and Associates

Gerald T. Heffernan

EXHIBIT A

FORM OF SERIES 2012 BOND

NO. R-\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION REFUNDING BOND,  
SERIES \_\_\_\_\_

INTEREST RATE      MATURITY DATE      DATED DATE      CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County"), for value received, promises to pay, but only from the Pledged Funds described in this Bond, to the Registered owner of this Bond named above, or registered assigns (collectively, the "Registered Owner"), on the Maturity Date shown above, unless this Bond shall have been called for earlier redemption and payment of the redemption price shall have been duly made or provided for, upon its surrender, the principal amount shown above, and to pay to the Registered Owner at the close of business on the Regular Record Date described in this Bond, but only from the Pledged Funds, interest at the annual Interest Rate designated above from the Interest Payment Date (as defined below) next preceding the date on which this Bond is authenticated unless it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date, or if it is authenticated prior to the first Interest Payment Date, in which event it shall bear interest from the Dated Date specified above, until payment of the principal amount has been made or provided for, on the first day of April and October of each year (each an "Interest Payment Date"), commencing \_\_\_\_\_. "Regular Record Date" shall mean the fifteenth day of the calendar month next preceding the month in which such Interest Payment Date shall occur. Principal is payable upon surrender of this Bond at the designated corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as Paying Agent (together with any successors, the "Paying Agent"). Interest is payable by check or draft drawn on the Paying Agent and mailed to the Registered Owner at the Registered Owner's address as it appears on the registration books kept by \_\_\_\_\_, as Bond Registrar (together with any successors, the "Bond Registrar") on the Regular Record Date, provided that, for any Registered Owner of one million dollars (\$1,000,000) or more in principal amount of Series \_\_\_\_\_ Bonds (as defined below), such payment shall, upon the express written request of such Registered Owner delivered to the Paying Agent at least fifteen (15) days prior to an Interest Payment Date, be made by wire transfer if such Registered Owner advances to the Paying Agent the amount necessary to pay the wire charges or authorizes the

Paying Agent to deduct the amount of such payment. The principal of and interest on this Bond shall be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

If and to the extent, however, that the County fails to make payment or provision for payment of interest on any Interest Payment Date, that interest shall cease to be payable to the person, who was the Registered Owner of this Bond as of the applicable Regular Record Date. In that event, when moneys become available for payment of the delinquent interest, the Paying Agent shall establish a special interest payment date (the "Special Interest Payment Date"), and a special record date (the "Special Record Date") which Special Record Date shall be not more than fifteen (15) nor fewer than ten (10) days prior to the Special Interest Payment Date, and the Paying Agent shall cause notice of the Special Interest Payment Date and the Special Record Date to be mailed not fewer than ten (10) days preceding the Special Record Date to the person who was the Registered Owner at the close of business on the fifteenth day preceding said mailing to such person's address as it appears on the registration books on the fifteenth day preceding such mailing, and the interest shall be payable to the person who was the Registered Owner on the Special Record Date.

This Bond is one of a duly authorized series of revenue bonds of the County designated as the "Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series \_\_\_\_\_" (the "Series \_\_\_\_\_ Bonds"), issued[, together with another Series of Bonds (collectively with the Series \_\_\_\_\_ Bonds, the "Series \_\_\_\_\_ Bonds"),] pursuant to Ordinance No. 97-210, enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on November 18, 1997, as amended (the "1997 Ordinance"), and Resolution No. \_\_\_\_\_, adopted by the Board on \_\_\_\_\_, 2012 (the "Series 2012 Resolution" and, together with the 1997 Ordinance, the "Bond Ordinance") for the principal purpose of providing funds to refund, together with other available moneys, the Refunded Bonds (as described in the Series 2012 Resolution). Reference is made to the Bond Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Series \_\_\_\_\_ Bonds, the funds charged with and pledged to the payment of the principal of and the interest on the Series \_\_\_\_\_ Bonds, the nature and extent of the security, the terms and conditions on which obligations secured on a parity with the Series \_\_\_\_\_ Bonds may be issued under the Bond Ordinance, the terms and conditions on which obligations secured on a parity with the Series \_\_\_\_\_ Bonds by the sales tax hereinafter described may be issued, the rights, duties and obligations of the County under the Bond Ordinance and the rights of the Registered Owners of the Series \_\_\_\_\_ Bonds, and, by the acceptance of this Bond, the Registered Owner assents to all the provisions of the Bond Ordinance. This Bond is issued and the Bond Ordinance was enacted and adopted under the authority of the Constitution and laws of the State of Florida, including, without limitation, the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended. All terms used in this Bond in capitalized form and not otherwise defined in this Bond shall have the meaning ascribed to such terms in the Bond Ordinance.

This Bond and the payment of principal and interest thereon is a special and limited obligation of the County, payable from and secured by a lien on and pledge of (i) the proceeds of the tax imposed by the County on the exercise within its boundaries of the taxable privilege of leasing or letting transient rental accommodations pursuant to Section 212.0305(4)(b), Florida Statutes, and Ordinance No. 83-91, enacted on October 4, 1983, as amended, including, without

limitation, by Ordinance No. 84-43, enacted on June 5, 1984, after payment of certain obligations as described in the Bond Ordinance, (ii) [an amount up to but not more than \$1,430,000 in each year from amounts on deposit in the Omni Redevelopment Trust Fund, payable to the County on March 31 of each year until 2026, (iii)] to the extent necessary to make up deficiencies in the payment of debt service, the County's share of the local government half-cent sales tax payable to the County and eligible to be pledged for the payment of principal and interest on indebtedness incurred to pay the cost of any capital project pursuant to the provisions of Part VI, Chapter 218, Florida Statutes, deposited to the Debt Service Fund, and [(iii)] [(iv)] all funds held in trust for the benefit of the Bondholders under the 1997 Ordinance and earnings and investment income derived from the investment of such funds, but in no event including moneys held in the Rebate Fund (collectively, the "Pledged Funds").

All Bonds Outstanding under the 1997 Ordinance from time to time are and will be equally and ratably secured, to the extent provided in the 1997 Ordinance, by the Pledged Funds.

This Bond shall not be deemed to constitute a debt of the County, and the County is not obligated to pay the principal or interest on this Bond except from the Pledged Funds, and neither the faith and credit nor the taxing power of the County are pledged to the payment of principal or interest on this Bond. The enactment of and adoption of the Bond Ordinance and the issuance of this Bond shall not directly, indirectly or contingently obligate the County to levy or to pledge any ad valorem taxes.

The Series \_\_\_\_\_ Bonds maturing on October 1, \_\_\_\_\_ are subject to mandatory sinking fund redemption prior to maturity, by lot, at a redemption price equal to the principal amount of such Series \_\_\_\_\_ Bonds, plus accrued interest, without a premium, from Amortization Requirements, in the following principal amounts and on October 1 of the years set forth below:

<u>Year</u>	<u>Principal Amount</u>
	\$

\*

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\* Final Maturity

The Series \_\_\_\_\_ Bonds maturing on or after October 1, \_\_\_\_\_ are subject to redemption prior to maturity, at the option of the County, in whole or in part on any date, or on or after October 1, \_\_\_\_\_, in such order of maturity as the County shall select and by lot within a maturity, at a redemption price equal to 100% of the principal amount of such Series \_\_\_\_\_ Bonds being redeemed, plus accrued interest to the redemption date.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Ordinance, or to institute action to enforce the covenants in the Bond Ordinance, or to take any action with respect to any event of default under the Bond Ordinance, or to institute, appear in or defend any suit or other proceeding with respect to the Bond Ordinance, except as provided in the Bond Ordinance.

Modifications or alterations of the Bond Ordinance or of any supplemental or amendatory ordinance may be made only to the extent and in the circumstances permitted by the Bond Ordinance.

This Bond is transferable by the Registered Owner in person or by his or her attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance. Upon such transfer, a new registered Series \_\_\_\_\_ Bond or Series \_\_\_\_\_ Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the Registered Owner or transferee.

Neither the County nor the Bond Registrar shall be required to transfer or exchange (a) any Series \_\_\_\_\_ Bond during the period from a Regular Record Date to the next succeeding Interest Payment Date or fifteen (15) days next preceding the mailing of notice of its redemption; or (b) any Series \_\_\_\_\_ Bond after the mailing of notice of its redemption.

No recourse shall be had for the payment of the principal or interest on this Bond, or for any claim based on this Bond or on the Bond Ordinance, against the Board or any member, officer or employee, past, present or future, of the County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability of such members, officers or employees being released as a condition of and as consideration for the enactment or adoption of the Bond Ordinance by the County, the issuance of this Bond and acceptance of this Bond by the Registered Owner.

The County, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond the purpose of receiving payment of, or on account of, the principal and interest due on this Bond and for all other purposes; and neither the County, the Bond Registrar nor the Paying Agent shall be affected by notice to the contrary except the due execution and delivery to the Bond Registrar of the Certificate of Transfer set forth on this Bond.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the Bond Ordinance to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond, do exist, have happened and have been performed.

This Bond shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the State of Florida, subject to the provisions for registration stated herein and contained in the Bond Ordinance, and subject to such provisions, nothing contained in this Bond or in the Bond Ordinance shall affect or impair the negotiability of this Bond. This Bond is issued with the intent that the laws of said State of Florida shall govern its construction.

This Bond is not valid unless the Bond Registrar's Certificate of Authentication on this Bond is duly executed.

IN WITNESS WHEREOF, Miami-Dade County, Florida has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its seal or a facsimile of its seal to be printed on this Bond and attested by the manual or facsimile signature of its Clerk of the Board and has caused this Bond to be dated as of \_\_\_\_\_, \_\_\_\_\_.

MIAMI-DADE COUNTY, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk of the Board of  
County Commissioners

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series \_\_\_\_\_ Bonds described in and issued under the provisions of the within-mentioned Bond Ordinance.

\_\_\_\_\_

as Bond Registrar

By: \_\_\_\_\_

Authorized Signatory

Date of Authentication:

CERTIFICATE OF TRANSFER

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned, sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within bond and all rights under the within bond, and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM -- as tenants in common
- TEN ENT -- as tenants by the entireties
- JT TEN -- as joint tenants with rights of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT- \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Gifts to Minors

Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

BOND PURCHASE AGREEMENT

On file with the Clerk's office

EXHIBIT C

PRELIMINARY OFFICIAL STATEMENT

**NEW ISSUE – BOOK-ENTRY ONLY**

**RATINGS: See “RATINGS”**

*In the opinion of Squire Sanders (US) LLP and D. Seaton and Associates, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2012 CDT Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) the Series 2012 CDT Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Interest on the Series 2012 CDT Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects, see “TAX MATTERS.”*

**MIAMI-DADE COUNTY, FLORIDA**

\$ \_\_\_\_\_\*  
**Subordinate Special Obligation  
 Refunding Bonds  
 Series 2012A**

\$ \_\_\_\_\_\*  
**Subordinate Special Obligation  
 Refunding Bonds  
 Series 2012B**

**Dated: Date of Delivery**

**Due: October 1, as shown on the inside cover**

Miami-Dade County, Florida (the “County”) is issuing its (i) Subordinate Special Obligation Refunding Bonds, Series 2012A (the “Series 2012A Bonds”), and (ii) Subordinate Special Obligation Refunding Bonds, Series 2012B (the “Series 2012B Bonds”). The Series 2012A Bonds and the Series 2012B Bonds (collectively, the “Series 2012 CDT Bonds”) are special and limited obligations of the County payable from certain Pledged Funds, derived primarily from the County’s Convention Development Tax, as more fully described in this Official Statement. The Series 2012 CDT Bonds are being issued to refund certain special obligation bonds previously issued by the County.

The Series 2012 CDT Bonds are subject to redemption prior to maturity as more fully described in this Official Statement.

The Series 2012 CDT Bonds will be issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2012 CDT Bonds. Purchases of Series 2012 CDT Bonds may be made through a book-entry only system maintained by DTC in denominations of \$5,000 maturity amount or any integral multiple of \$5,000 maturity amount. Since purchases of beneficial interests in the Series 2012 CDT Bonds will be made in book-entry only form, beneficial owners will not receive physical delivery of bond certificates. See “APPENDIX F – THE DTC BOOK-ENTRY ONLY SYSTEM.” Interest on the Series 2012 CDT Bonds will be payable semiannually on April 1 and October 1 of each year, commencing on \_\_\_\_\_, \_\_\_\_\_. Principal of the Series 2012 CDT Bonds will be payable at the designated office of \_\_\_\_\_, as Paying Agent and Bond Registrar for the Series 2012 CDT Bonds. As long as DTC or its nominee is the registered owner of the Series 2012 CDT Bonds, payments of principal of and interest on the Series 2012 CDT Bonds will be made directly to DTC or its nominee.

**THE SERIES 2012 CDT BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS, AS MORE FULLY DESCRIBED IN THIS OFFICIAL STATEMENT. THE SERIES 2012 CDT BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA, BUT SHALL BE PAYABLE FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY, OR TAXATION IN ANY FORM ON ANY PROPERTY TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2012 CDT BONDS, NOR SHALL ANY SUCH BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT THE PLEDGED FUNDS.**

Maturity schedules for the Series 2012 CDT Bonds are contained on the inside cover page of this Official Statement.

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion and amendment without notice. The Series 2012 CDT Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2012 CDT Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

This cover page contains information for quick reference only. It is *not* a complete summary of the information in this Official Statement. Investors must read this entire Official Statement, including the Appendices, to obtain information essential in making an informed investment decision with respect to the purchase of the Series 2012 CDT Bonds.

*The Series 2012 CDT Bonds are offered when, as and if issued by the County and accepted by the Underwriters, subject to the opinions on certain legal matters relating to their issuance of Squire Sanders (US) LLP, Miami, Florida, and D. Seaton and Associates, Miami, Florida, Bond Counsel for the County. Certain legal matters relating to disclosure will be passed upon for the County by Hunton & Williams LLP, Miami, Florida, and Law Offices of Thomas A. Williams, Jr., P.L., Miami, Florida, Disclosure Counsel. Certain legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain legal matters will be passed upon for the Underwriters by Broad and Cassel, [Miami], Florida, Underwriters' Counsel. Public Financial Management, Inc., Coral Gables, Florida, has served as Financial Advisor to the County in connection with the issuance of the Series 2012 CDT Bonds. It is expected that the Series 2012 CDT Bonds will be available for delivery through DTC in New York, New York, on or about December \_\_, 2012.*

### **Citigroup**

<b>Blaylock Robert Van, LLC</b>	<b>M.R. Beal &amp; Company</b>	<b>RBC Capital Markets</b>	<b>Wells Fargo Securities, LLC</b>
<b>Cabrera Capital Markets</b>	<b>Estrada Hinojosa &amp; Company</b>	_____	<b>Loop Capital Markets</b>
<b>Rice Financial</b>	<b>Siebert Brandford Shank &amp; Co.</b>		<b>Southwest Securities Inc.</b>

Dated: December \_\_, 2012

\$ \_\_\_\_\_  
MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2012A

Maturity (October 1)	Principal Amount	Initial CUSIP No.*	Interest Rate	Price or Yield
-------------------------	---------------------	-----------------------	---------------	----------------

\$ \_\_\_\_\_ % Term Bonds CUSIP No. \_\_\_ Due October 1, 20 \_\_, Yield \_\_\_\_\_ %

\* The County is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

\$ \_\_\_\_\_  
**MIAMI-DADE COUNTY, FLORIDA**  
**SUBORDINATE SPECIAL OBLIGATION REFUNDING BONDS**  
**SERIES 2012B**

<b>Maturity (October 1)</b>	<b>Principal Amount</b>	<b>Initial CUSIP No.*</b>	<b>Interest Rate</b>	<b>Price or Yield</b>
---------------------------------	-----------------------------	-------------------------------	----------------------	-----------------------

\$ \_\_\_\_\_ % Term Bonds CUSIP No. \_\_ Due October 1, 20 \_\_, Yield \_\_\_\_\_ %

\* The County is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

**MIAMI-DADE COUNTY, FLORIDA**

Carlos A. Gimenez, Mayor

**MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS**

Joe A. Martinez, Chairman

Audrey M. Edmonson, Vice Chairwoman

Barbara J. Jordan, District 1  
Jean Monestime, District 2  
Audrey M. Edmonson, District 3  
Sally A. Heyman, District 4  
Bruno A. Barreiro, District 5  
Rebeca Sosa, District 6  
Xavier L. Suarez, District 7

Lynda Bell, District 8  
Dennis C. Moss, District 9  
Senator Javier D. Souto, District 10  
Joe A. Martinez, District 11  
Jose "Pepe" Diaz, District 12  
Esteban L. Bovo, Jr., District 13

**COUNTY CLERK**

Harvey Ruvlin

**COUNTY ATTORNEY**

R.A. Cuevas, Jr., Esq.

**DEPUTY MAYOR, FINANCE DIRECTOR**

Edward Marquez

**BOND COUNSEL**

Squire Sanders (US) LLP  
Miami, Florida

D. Seaton and Associates  
Miami, Florida

**DISCLOSURE COUNSEL**

Hunton & Williams LLP  
Miami, Florida

Law Offices Thomas H. Williams, Jr., P.L.  
Miami, Florida

**FINANCIAL ADVISOR**

Public Financial Management, Inc.  
Coral Gables, Florida

**INDEPENDENT PUBLIC ACCOUNTANTS**

McGladry & Pullen, LLP  
Miami, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COUNTY OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN AS SET FORTH IN THIS OFFICIAL STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COUNTY OR THE UNDERWRITERS. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SERIES 2012 CDT BONDS BY A PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER, SOLICITATION OR SALE. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2012 CDT BONDS.

THE SERIES 2012 CDT BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, NOR HAS THE BOND ORDINANCE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2012 CDT BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2012 CDT BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER OR YIELDS HIGHER, THAN THE PUBLIC OFFERING PRICES OR YIELDS SET FORTH ON THE INSIDE COVER PAGES OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME, AFTER THE INITIAL OFFERING TO THE PUBLIC, BY THE UNDERWRITERS.

THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF THEIR RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: [www.MuniOS.com](http://www.MuniOS.com). THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTION "ESTIMATED SOURCES AND USES OF FUNDS." THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

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**OFFICIAL STATEMENT**  
relating to

**MIAMI-DADE COUNTY, FLORIDA**

\$ \_\_\_\_\_\*  
**Subordinate Special Obligation**  
**Refunding Bonds**  
**Series 2012A**

\$ \_\_\_\_\_\*  
**Subordinate Special Obligation**  
**Refunding Bonds**  
**Series 2012B**

**INTRODUCTION**

This Official Statement, including the appendices, furnishes information with respect to the issuance by Miami-Dade County, Florida (the "County") of its (i) \$ \_\_\_\_\_\* aggregate principal amount Subordinate Special Obligation Refunding Bonds, Series 2012A (the "Series 2012A Bonds"), and (ii) \$ \_\_\_\_\_\* Subordinate Special Obligation Refunding Bonds, Series 2012B (the "Series 2012B Bonds"). The Series 2012A Bonds and the Series 2012B Bonds (collectively, the "Series 2012 CDT Bonds") are special and limited obligations of the County payable from certain Pledged Funds, derived primarily from the County's Convention Development Tax, as more fully described in this Official Statement.

The Series 2012 CDT Bonds are subject to redemption prior to maturity as more fully described in this Official Statement.

The Series 2012 CDT Bonds (i) are authorized pursuant to Article VIII, Section 1 of the Constitution of the State of Florida, Section 125.01, Florida Statutes, Section 159.11, Florida Statutes, Chapter 166, Florida Statutes, Section 212.0305, Florida Statutes, Part VI, Chapter 218, Florida Statutes, Sections 29-60 through 29-63 of the County Code, the Miami-Dade Home Rule Charter and other applicable provisions of law (collectively, the "Act") and (ii) are being issued pursuant to Ordinance No. 97-210 enacted by the Board of County Commissioners of the County (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"), and Resolution No. \_\_\_\_\_ adopted by the Board on \_\_\_\_\_, 2012 (the "Series 2012 Resolution"). The 1997 Ordinance and the Series 2012 Resolution are collectively referred to as the "Bond Ordinance."

This introduction is intended to serve only as a brief description of the Series 2012 CDT Bonds and matters related to their issuance. Therefore, an investor should review the entire Official Statement, including Appendices, for more details concerning the Series 2012 CDT Bonds and matters related to their issuance. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is made to all of these documents for full and complete statements of all matters relating to the Series 2012 CDT Bonds. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized.

**Purpose**

The Series 2012A Bonds are being issued to refund all or a portion of the County's outstanding Subordinate Special Obligation Refunding Bonds, Series 1997A (the "Series 1997A Bonds"). The Series 2012B Bonds are being issued to refund all or a portion of the County's outstanding Subordinate Special Obligation Bonds, Series 1997B (the "Series 1997B Bonds") and all or a portion of the County's outstanding Subordinate Special Obligation Bonds, Series 1997C (the "Series 1997C Bonds"). The Series 1997A Bonds, the Series 1997B Bonds

\* Preliminary, subject to change.

and the Series 1997C Bonds (collectively, the "Series 1997 Bonds") were issued to finance various eligible capital projects and to refund special obligation bonds previously issued for such purposes.

#### **Security for the Series 2012 CDT Bonds**

Upon their issuance, the Series 2012 CDT Bonds will be secured on a parity basis, together with certain outstanding bonds described below in "SECURITY FOR THE SERIES 2012 CDT BONDS – Outstanding Bonds," by a lien on Pledged Funds, which Pledged Funds include certain net proceeds of the Convention Development Tax (the "CDT"), a County tax on the exercise within the boundaries of the County (excluding the municipalities of Bal Harbour and Surfside) of leasing or letting transient rental accommodations at the rate of three percent (3%) of the total consideration charged therefor. See "CONVENTION DEVELOPMENT TAX." The Pledged Funds also include the proceeds of Available Sales Tax deposited in the Debt Service Fund to the extent necessary to pay debt service on the CDT Bonds, as defined below, which deposit the County has covenanted to make, subject to parity claims as described below. The Series 2012A Bonds, but not the Series 2012B Bonds, are also secured by a pledge of Omni Tax Increment Revenues. "See SECURITY FOR THE SERIES 2012 CDT BONDS – Pledged Funds – Omni Tax Increment Revenues."

The Series 2012 CDT Bonds, the outstanding bonds secured on a parity basis with the Series 2012 CDT Bonds and any bonds issued in the future pursuant to the 1997 Ordinance on a parity basis are referred to herein as the "CDT Bonds."

The CDT Bonds (1) are junior and subordinate in all respects to certain other obligations of the County, including the County's outstanding Special Obligation and Refunding Bonds, Series 1996B (the "Series 1996B Bonds" and together with any bonds issued to refund any portion of such bonds (the "Senior Lien Bonds") issued under Ordinance No. 96-85 enacted by the Board on June 4, 1996, as amended (the "Senior Lien Ordinance"), as to the lien on, source and security for payment from two-thirds of the proceeds (net of 2% of collections for administrative costs as permitted by the Convention Development Tax Act) of the CDT (the "County CDT") collected by the County and (2) are on a parity with the Senior Lien Bonds with respect to payment from the Available Sales Tax. In the 1997 Ordinance, the County covenanted that, so long as any CDT Bonds remain Outstanding, it shall not issue any additional Senior Lien Bonds or other obligations payable and secured by a lien on the revenues of the CDT on a parity with the outstanding Senior Lien Bonds except for any "Refunding Bonds" as such term is defined in the Senior Lien Ordinance.

The security for the Series 2012 CDT Bonds, including a description of the prior claims on the CDT revenues, the other uses of the Available Sales Tax and the availability of the Omni Tax Increment Revenues securing the Series 2012A Bonds are described in "SECURITY FOR THE SERIES 2012 CDT BONDS." Such section also lists the Outstanding CDT Bonds and describes the provisions permitting the County to issue bonds in the future secured on a parity with the Series 2012 CDT Bonds and the provisions permitting the County to pledge the Available Sales Tax on a parity basis to future obligations issued by the County.

#### **The Bond Ordinance**

The full text of the Bond Ordinance is appended to this Official Statement as "APPENDIX C – THE BOND ORDINANCE." All capitalized terms not otherwise defined in this Official Statement shall have the meanings assigned to them in the Bond Ordinance.

**REFUNDING PLAN**

A portion of the proceeds of the Series 2012A Bonds will be used to provide for the advance refunding of the Series 1997A Bonds being refunded, and a portion of the proceeds of the Series 2012B Bonds will be used to provide for the advance refunding of the Series 1997B Bonds and the Series 1997C Bonds being refunded. All bonds being refunded are referred to as the "Refunded Bonds."

To effect such advance refundings, the County, prior to the delivery of the Series 2012 CDT Bonds, will enter into two Escrow Deposit Agreements (the "Escrow Agreements"), one with respect to the Series 1997A Bonds being refunded and the other with respect to the Series 1997B Bonds and the Series 1997C Bonds being refunded. Each Escrow Agreement will be with \_\_\_ (the "Escrow Agent"), and pursuant to the terms of each Escrow Agreement, the County will deposit a portion of the applicable proceeds of the Series 2012 CDT Bonds together with other legally available moneys into an escrow deposit trust fund ("Escrow Deposit Trust Fund") created under each Escrow Agreement and to be maintained by the Escrow Agent.

On the date of the delivery of the Series 2012 CDT Bonds, a portion of the applicable proceeds and moneys deposited into each Escrow Deposit Trust Fund will be used to purchase direct, non-callable obligations of the United States of American ("Government Obligations") maturing at such times and in such amounts so that the maturing principal, together with the interest income thereon and any cash held unvested in the applicable Escrow Deposit Trust Fund, will be sufficient to pay the principal of and interest due on the applicable Refunded Bonds to and including \_\_\_\_\_, on which date the applicable Refunded Bonds will be redeemed.

In the opinion of Bond Counsel, subsequent to the deposit of moneys into the Escrow Deposit Trust Funds and the investments of such moneys as described in the preceding paragraph, the Refunded Bonds will no longer be Outstanding under the provisions of the applicable Bond Resolution. The opinion of Bond Counsel will be rendered in reliance upon schedules verified as to accuracy by \_\_\_\_\_ (the "Verification Agent"). See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

The maturing principal of and interest on the Government Obligations and cash held uninvested in the Escrow Deposit Trust Funds will not be available to pay principal of or interest on any of the Series 2012 CDT Bonds.

[Upon the issuance of the Series 2012 CDT Bonds, the Series 1997A Bonds will remain outstanding in the amount of \$ \_\_\_, the Series 1997B Bonds will remain outstanding in the principal amount of \$ \_\_\_, and the Series 1997C Bonds will remain outstanding in the principal amount of \$ \_\_\_].

**ESTIMATED SOURCES AND USES OF FUNDS**

The following table sets forth the estimated sources and uses of funds with respect to the Series 2012 CDT Bonds and the related refunding.

	<u>SERIES 2012A BONDS</u>	<u>SERIES 2012B BONDS</u>
<b><u>SOURCES OF FUNDS</u></b>		
Original Principal Amount	\$ _____	\$ _____
Net Original Issue Discount/Premium	_____	_____
Available Omni Tax Increment Revenues	_____	_____
<b>TOTAL SOURCES</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b><u>USES OF FUNDS</u></b>		
Deposit in Escrow Fund To Defeas Series 1997A Bonds	\$ _____	\$ _____
Deposit in Escrow Fund To Defeas Series 1997B and Series 1997C Bonds	_____	_____
Deposit to Reserve Fund	_____	_____

Underwriters' Discount  
Cost of Issuance<sup>(\*)</sup>

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOTAL USES**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

<sup>(\*)</sup> Includes Bond Counsel fees, Disclosure Counsel fees, Financial Advisor's fees and other costs associated with the issuance of the Series 2012 CDT Bonds.

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## THE SERIES 2012 CDT BONDS

### General

The Series 2012 CDT Bonds shall bear interest at such rates and will mature on the dates and in the principal amounts set forth on the inside cover pages of this Official Statement. Interest on the Series 2012 CDT Bonds will be payable semi-annually on April 1 and October 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_. \_\_\_\_\_ will act as Bond Registrar and Paying Agent for the Series 2012 CDT Bonds (the "Bond Registrar" or "Paying Agent").

The Series 2012 CDT Bonds will be issued initially as fully registered bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2012 CDT Bonds. Purchases of the Series 2012 CDT Bonds will be made through a book-entry only system maintained by DTC, in denominations of \$5,000 or any integral multiple of \$5,000, and purchasers of the Series 2012 CDT Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as DTC or its nominee is the registered owner of the Series 2012 CDT Bonds, the principal and interest payments will be made to DTC or its nominee, which will in turn remit such principal and interest payments to DTC's Participants for subsequent disbursement to the Beneficial Owners. See "APPENDIX F – THE DTC BOOK-ENTRY ONLY SYSTEM."

THE SERIES 2012 CDT BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS, AS MORE FULLY DESCRIBED IN THIS OFFICIAL STATEMENT. THE SERIES 2012 CDT BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA, BUT SHALL BE PAYABLE FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY, OR TAXATION IN ANY FORM ON ANY PROPERTY TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2012 CDT BONDS, NOR SHALL ANY SUCH BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT THE PLEDGED FUNDS.

### Redemption of the Series 2012 CDT Bonds

[To come]

### Notice of Redemption

In the event that any Series 2012 CDT Bonds are called for redemption, notice of redemption shall be given by the Paying Agent on behalf of the County by deposit in the U.S. Mail of a copy of a redemption notice, postage prepaid, at least 30 and not more than 60 days before the redemption date to all Registered Owners of such Series 2012 CDT Bonds or portions of such Series 2012 CDT Bonds to be redeemed at their addresses as they appear on the registration books 15 days prior to the date such notice is mailed. Failure to mail any such notice to a Registered Owner of a Series 2012 CDT Bond to be redeemed or any defect therein, shall not affect the validity of the proceedings for redemption of any Series 2012 CDT Bond or portion of any Series 2012 CDT Bond with respect to which no failure or defect occurred.

Such notice shall set forth the date fixed for redemption, the rate of interest borne by each Series 2012 CDT Bond to be redeemed, the redemption price of each Series 2012 CDT Bond to be paid, the date of the notice of redemption, the name and address of the Paying Agent and, if less than all of the Series 2012 CDT Bonds of such Series then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Series 2012 CDT Bonds to be redeemed and, in the case of Series 2012 CDT Bonds to be redeemed in part only, the portion of the principal amount to be redeemed. If any Series 2012 CDT Bond is to be redeemed in part only, the notice of redemption which relates to such Series 2012 CDT Bond shall also state that on

or after the redemption date, upon surrender of such Series 2012 CDT Bond, a new Series 2012 CDT Bond or Bonds in a principal amount equal to the unredeemed portion of such Series 2012 CDT Bond will be issued.

Any notice mailed as provided above shall be conclusively presumed to have been duly given, whether or not the Owner of such Series 2012 CDT Bond receives such notice.

#### **Conditional Notice of Redemption**

If any Series 2012 CDT Bonds are to be optionally redeemed as described above, the County may provide a conditional notice of redemption of such Series 2012 CDT Bonds in accordance with the terms set forth in the Series 2012 Resolution, including the requirement that the County give prompt notice to Bondholders of any rescission of any proposed optional redemption.

#### **Effect of Calling for Redemption**

Series 2012 CDT Bonds or portions of Series 2012 CDT Bonds that have been duly called for redemption, and with respect to which amounts sufficient to pay the principal of, redemption premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate accounts by an escrow agent or any Paying Agent in trust for the Registered Owners of such Series 2012 CDT Bonds, as provided in the 1997 Ordinance, shall not be deemed to be Outstanding under the provisions of the 1997 Ordinance and shall cease to be entitled to any lien, benefit or security under the 1997 Ordinance, except to receive the payment of the redemption price on or after the designated date of redemption from moneys deposited with or held by such escrow agent or the Paying Agent, as the case may be, for such redemption of the Series 2012 CDT Bonds and, to the extent provided in the 1997 Ordinance to receive Series 2012 CDT Bonds for any unredeemed portion of the Series 2012 CDT Bonds.

### **SECURITY FOR THE SERIES 2012 CDT BONDS**

#### **General**

Payment of the Series 2012 CDT Bonds is secured, on a parity basis with all other CDT Bonds previously issued or to be issued and with all Hedge Obligations, by a pledge of Pledge Funds, which include (1) the Designated CDT Revenues, as described and subject to the limitations set forth below, and (2) the Available Sales Tax deposited in the Debt Service Fund to the extent necessary to pay debt service on the CDT Bonds, as described below. In addition, the Series 2012A Bonds are secured by a pledge of the Omni Tax Increment Revenues on a parity basis with the Series 1997A Bonds and any CDT Bonds issued in the future to refund either the Series 1997A Bonds or the Series 2012A Bonds.

#### **Pledged Funds**

*General.* Pursuant to the 1997 Ordinance, the payment of the principal of, redemption premium, if any, and interest on the CDT Bonds and the payment of Hedge Obligations shall be secured, equally and ratably by an irrevocable lien on the Pledged Funds, as described below, prior and superior to all other liens or encumbrances on the Pledged Funds, and the County has irrevocably pledged the Pledged Funds for the payment of: (i) principal and interest on the CDT Bonds and for the reserves of the CDT Bonds; (ii) Hedge Obligations; and (iii) all other payments provided in the 1997 Ordinance in the manner and with the priority of application, as provided in the 1997 Ordinance.

The Pledged Funds consist of (i) Designated CDT Revenues; (ii) the Omni Tax Increment Revenues, but only with respect to the Series 1997A Bonds, the Series 2012A Bonds and any CDT Bonds issued under the 1997 Ordinance to refund the Series 1997A Bonds or the Series 2012A Bonds; (iii) all funds held in trust by the County under the 1997 Ordinance for the benefit of the Holders of the CDT Bonds; (iv) all earnings and investment income derived from the investment of such funds, but in no event including monies held in the Rebate Fund; and (v) to the extent payment from such source is necessary in accordance with the terms of the 1997 Ordinance, the Available Sales Tax deposited to the Debt Service Fund pursuant to Section 505 of the 1997 Ordinance.

Convention Development Tax. The County collects the Convention Development Tax (the "CDT") levied by the Board on October 4, 1983, as supplemented and amended. The CDT is set in the amount of three percent of the total consideration charged by hotels and other entities for the leasing or letting of transient rental accommodations and is collected throughout the County except in the municipalities of Bal Harbour and Surfside. See "CONVENTION DEVELOPMENT TAX" for a further description of the authorization and collection of the CDT and amounts collected thereunder.

Designated CDT Revenues. As required by State law, the 1997 Ordinance divides the revenues derived from the CDT into two components, the "County CDT" and the "City CDT." The County CDT consists of two-thirds of the proceeds of the CDT and the City CDT consists of one-third of the proceeds of the CDT, in both cases net of 2% retained by the County for administrative costs as permitted by the Convention Development Tax Act. The 1997 Ordinance generally defines Designated CDT Revenues for any year as follows:

- (a) the County CDT less (1) the bond service requirement for the outstanding Senior Lien Bonds; and (2) the Miami Beach Payments, which payments are \$4,500,000 per year through March 31, 2026); plus
- (b) the City CDT; less
- (c) the Prior Payments consisting of the: (i) Arena Operating Subsidy, which is comprised of annual payments by the County through October 1, 2029, including the \$3,100,000 annual operating cost payment and \$3,400,000 annual municipal services payment, net of amounts which may be payable to the County, all pursuant to the Management Agreement between the County and Basketball Properties Limited; (ii) Cultural Affairs Grants (defined as amounts payable to the Cultural Affairs Council of the County in an amount not to exceed \$1,000,000 per year); (iii) PAC Construction Grants (defined as the annual construction contribution of \$3,000,000 per year), which are no longer payable and (iv) PAC Operating Subsidy (defined as the annual operating subsidies payable with respect to the Downtown PAC in amounts not to exceed \$1,700,000 for Fiscal Years 2008-2010 and \$2,000,000 for each Fiscal Year thereafter).

Omni Tax Increment Revenues. Omni Tax Increment Revenues are generated within the Omni Redevelopment Area, a community redevelopment area located within the City of Miami. Up to \$1,430,000 of the Omni Tax Increment Revenues annually are pledged solely to the repayment of the Series 1997A Bonds, the Series 2012A Bonds and any bonds issued to refund any Series 1997A Bonds or Series 2012A Bonds. The Omni Tax Increment Revenues are not pledged to any of the other CDT Bonds, including the Series 2012B Bonds. To the extent that the Omni Tax Increment Revenues are available to pay debt service on the Series 1997A Bonds and the Series 2012A Bonds, the amount of Designated CDT Revenues available to pay debt service on the other CDT Bonds issued pursuant to the 1997 Ordinance, including the Series 2012B Bonds, will increase by the amount of the available Omni Tax Increment Revenues applied to debt service on the Series 1997A Bonds and Series 2012A Bonds. See "OMNI TAX INCREMENT REVENUES" for a more detailed discussion of the Omni Tax Increment Revenues.

Available Sales Tax. Available Sales Tax is defined in the 1997 Ordinance as the County's share of the local government half-cent sales tax eligible to be pledged for the payment of principal and interest on any indebtedness incurred to pay the cost of any capital project, pursuant to the provisions of Part VI of Chapter 218, Florida Statutes (the "Sales Tax"), and available for application after payment of debt service and other payments and other required deposits related to the Senior Sales Tax Bonds or any obligations refunding such Senior Sales Tax Bonds. **There are no Senior Sales Tax Bonds that remain Outstanding. Under the 1997 Ordinance no additional Senior Sales Tax Bonds are permitted to be issued.** As a result, the Senior Lien Bonds and the CDT Bonds issued under the 1997 Ordinance are payable on a parity basis, from the Available Sales Tax as described below. Under the 1997 Ordinance, the County can issue Additional Sales Tax Parity Obligations in the future that are secured by the Available Sales Tax on a parity basis with the CDT Bonds. See below "Additional Sales Tax Parity Obligations."

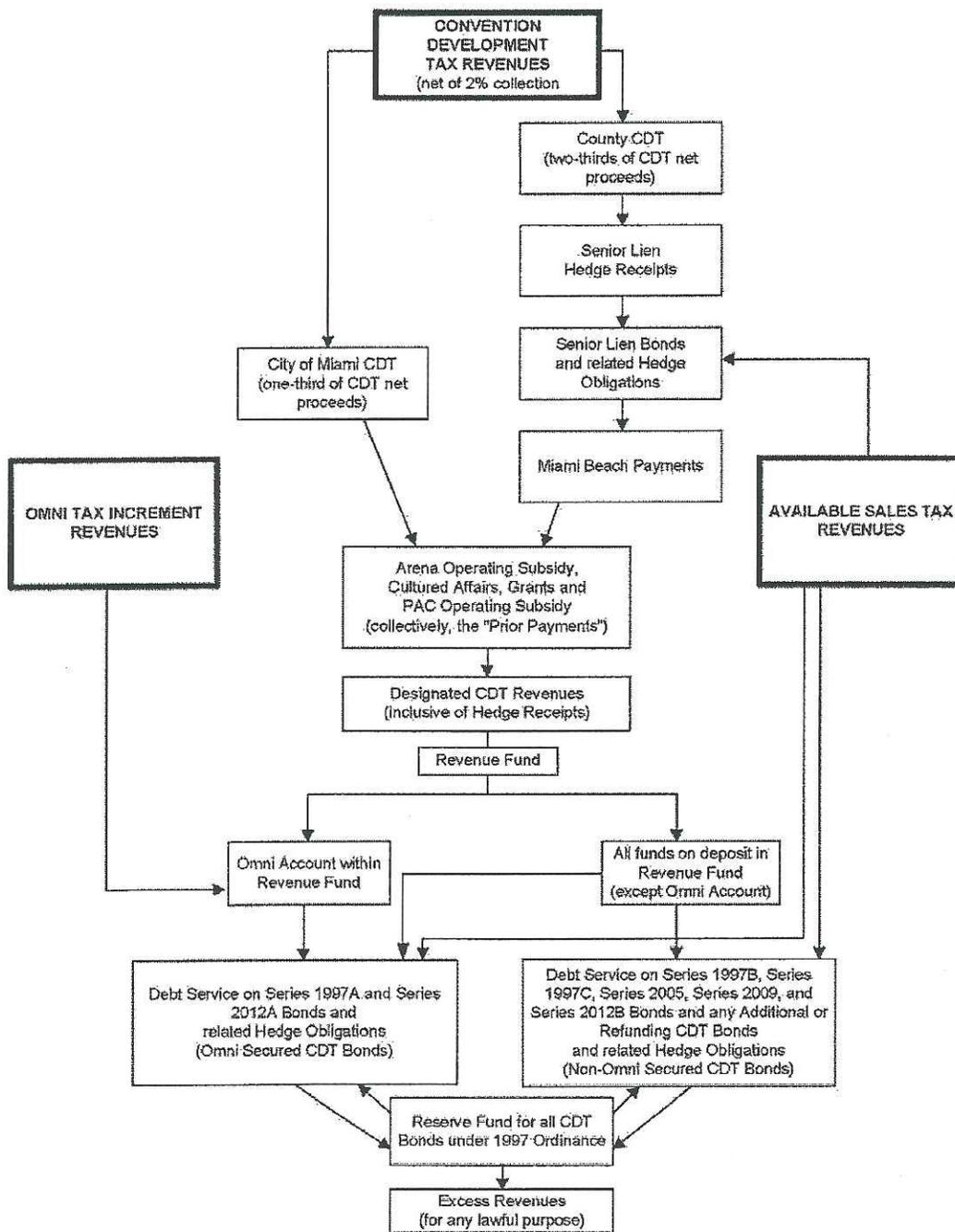
Pursuant to the 1997 Ordinance, if, on any date upon which a principal, redemption and/or interest payment shall be due to Bondholders, the County does not have sufficient monies on deposit in the Debt Service Fund to

make such payments on the CDT Bonds, the County shall on a pro rata basis with all payments, if any, required to be made from Available Sales Tax with respect to the Senior Lien Bonds and Additional Sales Tax Parity Obligations, deposit to the Debt Service Fund Available Sales Tax in an amount sufficient to make up any deficiency on the Bonds. See "THE HALF-CENT SALES TAX" for a description of the Available Sales Tax and how it is calculated.

*Subordinate CDT Payments to City of Miami.* Pursuant to an Interlocal Agreement with the City of Miami (the "City") dated as of July 1, 2009, as amended, the County has agreed to make annual payments through 2039 to the City (the "City of Miami Payments") from CDT Revenues that remain after the County makes the [Prior Payments] and pays debt service on the CDT Bonds each year. The City of Miami Payments increase over time from the current \$3,000,000 in 2012 to \$8,000,000 in 2038 and will be used by the City to fund eligible capital projects, including parking facilities at the recently completed baseball stadium for the Miami Marlins.

*Pledged Funds Chart.* The following chart shows the flow and use of the revenues pledged to the CDT Bonds and the application of the Pledged Funds (other than the monies on deposit in the funds and accounts established under the 1997 Ordinance and the investment of such monies) for payment of the CDT Bonds under the 1997 Ordinance. See "APPENDIX C – THE BOND ORDINANCE" for a detailed description of the application of the Pledged Funds.

## FLOW OF FUNDS SECURING CDT BONDS



## Outstanding Bonds

Upon the issuance of the Series 2012 CDT Bonds, it is expected that the total principal amount of the CDT Bonds outstanding will be as follows:

Series	Original Principal Amount	Outstanding Principal Amount <sup>(1)</sup>
Series 1996B	\$175,278,288.35	\$ 61,910,000.00
Series 1997A	86,570,856.20	194,533,602.05
Series 1997B	170,008,377.10	238,003,740.25
Series 1997C	41,961,440.05	34,850,210.40
Series 2005A	138,608,939.55	193,780,277.65
Series 2005B	45,703,308.00	53,025,000.00
Series 2009	91,207,213.90	117,792,889.25
Series 2012A	-	-
Series 2012B	-	-
<b>TOTAL</b>	\$749,338,423.15	\$893,895,719.60

<sup>(1)</sup> Accreted value on CABs as of 10/1/2012

## Additional CDT Bonds

Upon satisfying certain conditions contained in the 1997 Ordinance, the County may issue Additional CDT Bonds, payable from the Pledged Funds on a parity with the Outstanding CDT Bonds for the purpose of financing one or more Projects. Pursuant to the 1997 Ordinance, prior to the delivery of each Series of Additional CDT Bonds, there shall be delivered, among other things, a certificate of the Finance Director stating that the CDT plus Omni Tax Increment Revenues and Sales Tax received by the County for a period of any 12 consecutive months out of the 24 months immediately preceding the sale of such Additional CDT Bonds is, for each Fiscal Year in which any CDT Bonds, including the Additional CDT Bonds, will be Outstanding, at least equal to the Maximum Coverage Requirement (defined as the highest Coverage Requirement for any remaining Fiscal Year). "Coverage Requirement" means for the current or any subsequent Fiscal Year, the sum of (a) the Miami Beach Payments and the Prior Payments payable for such Fiscal Year, plus (b) 1.50 times the bond service requirement for the Senior Lien Bonds for such Fiscal Year, plus (c) 1.50 times the Bond Service Requirement on all CDT Bonds Outstanding, including any proposed Additional CDT Bonds, in such Fiscal Year, plus (d) the debt service on the Additional Sales Tax Parity Obligations times 1.50 less the other revenues pledged to such Additional Sales Tax Parity Obligations for such Fiscal Year.

See "APPENDIX C – THE BOND ORDINANCE" for a more complete discussion on the issuance of Additional CDT Bonds. See also "THE HALF-CENT SALES TAX."

## Refunding CDT Bonds

Upon satisfying certain conditions contained in the 1997 Ordinance, the County may issue Refunding CDT Bonds for the purpose of refunding any Series of CDT Bonds, or any maturity of CDT Bonds within a Series or any portion of such maturity. See "APPENDIX C – THE BOND ORDINANCE" for a more complete discussion on the issuance of Refunding CDT Bonds. The Series 2012 CDT Bonds are being issued as Refunding CDT Bonds.

## Senior Lien Bonds

In the 1997 Ordinance, the County covenanted that, so long as any CDT Bonds remain outstanding, it shall not issue any additional Senior Lien Bonds or other obligations payable and secured by a lien upon the Designated CDT Revenues on a parity with the outstanding Senior Lien Bonds except for any "Refunding Bonds" as such term is defined in the Senior Lien Ordinance.

### **Additional Sales Tax Parity Obligations**

Additional Sales Tax Parity Obligations are bonds or other obligations of the County payable from and secured, on a basis equal as to priority of payments with the CDT Bonds and the Senior Lien Bonds by the Available Sales Tax, as permitted by the terms of the 1997 Ordinance and the Senior Lien Ordinance. The County may issue Additional Sales Tax Parity Obligations only if (i) the County is in compliance with the requirements of the ordinance or resolution authorizing such Additional Sales Tax Parity Obligations, and (ii) the Finance Director executes and delivers a certificate indicating that for a period of any 12 consecutive months out of the 24 months immediately preceding the sale of such Additional Sales Tax Parity Obligations, the total amount of Sales Tax and other legally available revenues, if expressly pledged or to be pledged to the payment of the Additional Sales Tax Parity Obligations (including the CDT Bonds and the Senior Lien Bonds) by the terms of the ordinance authorizing such Additional Sales Tax Parity Obligations, received by the County during such period is at least equal to 1.50 times the highest amount payable in any one Fiscal Year on the CDT Bonds, the Senior Lien Bonds and the other Additional Sales Tax Parity Obligations then outstanding, if any, and the Additional Sales Tax Parity Obligations then proposed to be issued.

### **Interest Rate Swaps and Other Hedge Agreements**

The County has outstanding one interest rate swap with respect to the Senior Lien Bonds and two interest rate swaps with respect to the Series 1997 Bonds. Copies of the existing swaps and related CDT Bond documents are available for review at the office of the County Finance Director. The County may enter into amendments to the existing swaps or enter into additional interest rate swaps or other hedging arrangements with respect to any CDT Bonds qualifying as a "Hedge Agreement" under the 1997 Ordinance. In each case, the net regular swap payments received by the County are deposited directly into the Debt Service Fund for the CDT Bonds for the payment of debt service on the CDT Bonds and any net regular swap payments and in certain cases termination charges owed by the County are payable from amounts in the Debt Service Fund on a parity basis with debt service on the CDT Bonds. Therefore, such net regular swap payments received by the County will increase the amount of funds available to pay debt service on the CDT Bonds while such net regular swap payments and in certain cases termination charges owed by the County will reduce amounts available to pay such debt service. As is the case with the existing swaps, termination charges generally and other "Hedge Charges" (including periodic and renewal fees) are not secured on a parity basis with the CDT Bonds and will be paid from Designated CDT Revenues remaining after debt service payments on the CDT Bonds and from other funds of the County. See "APPENDIX C - THE BOND ORDINANCE" for a description of the conditions under which the County can enter into a Hedge Agreement with respect to the CDT Bonds, including the requirements for the credit rating of any counterparty.

### **Funds**

Creation of Funds. The 1997 Ordinance creates the Revenue Fund, the Debt Service Fund, the Reserve Fund, the Construction Fund, the Rebate Fund and related accounts and subaccounts. Other than the Rebate Fund, all of these funds and related accounts and subaccounts secure the CDT Bonds. The following is a brief summary of the funds and accounts established under the 1997 Ordinance. For a complete description of such funds and accounts, see "APPENDIX C - THE BOND ORDINANCE."

Revenue Fund. The County shall deposit all Omni Tax Increment Revenues and Designated CDT Revenues in the Revenue Fund upon receipt. Funds held in the Revenue Fund shall be used to pay debt service on the CDT Bonds, to replenish the Reserve Fund, if necessary, and [if not needed for such purposes] for any lawful purpose of the County. See "Flow of Funds" below.

Debt Service Fund. Funds in the Debt Service Fund shall be used only to pay interest on the CDT Bonds when due; to pay the principal of maturing CDT Bonds, if any; to meet the current Amortization Requirements (or the principal of Term Bonds payable from the Amortization Requirement); and to pay Hedge Obligations when due.

Reserve Fund. Funds on deposit in the Reserve Fund may be used only for the purpose of curing deficiencies in the Debt Service Fund on any date upon which a principal, redemption and/or interest payment shall be due to Bondholders and only after the Available Sales Tax has been applied to make up such deficiencies. The Reserve Fund may be funded with cash, investments or a qualifying Reserve Fund Facility. The Reserve

Requirement shall be equal to the lesser of (i) the Maximum Bond Service Requirement calculated with respect to all CDT Bonds Outstanding, (ii) 125% of the average annual Bond Service Requirement calculated with respect to all CDT Bonds Outstanding, or (iii) 10% of the aggregate stated principal amount of all CDT Bonds Outstanding.

Concurrently with the issuance of the Series 2012 CDT Bonds, the County will deposit into the Reserve Fund proceeds of the Series 2012 CDT Bonds in an amount equal to the portion of the Reserve Requirement attributable to the Series 2012 CDT Bonds. At such time, the Reserve Requirement will be approximately \$ \_\_\_\_\_ and the Reserve Fund will contain (1) \$ \_\_\_\_\_ in cash and (2) \$ \_\_\_\_\_ in Reserve Fund Facilities issued by MBIA Insurance Corporation, which were obtained in connection with the issuance of the Series 1997 Bonds and the Series 2005 Bonds.

#### **Flow of Funds**

The following is a brief summary of the flow of funds under the 1997 Ordinance. For a complete description, see "APPENDIX C - THE BOND ORDINANCE."

Omni Tax Increment Revenues. The County shall receive the Omni Tax Increment Revenues on March 31 of each year and immediately deposit them to the Omni Tax Increment Account (the "Omni Account") in the Revenue Fund. On April 2 of each year, the County shall transfer 1/2 of the amount on deposit in the Omni Account to the Debt Service Fund and on October 2 of each year the County shall transfer the remainder to the Debt Service Fund for payment of principal and interest or Compounded Amounts coming due on the Series 1997A Bonds and the Series 2012A Bonds (or any CDT Bonds issued to refund the Series 1997A Bonds or the Series 2012A Bonds) on the next payment date.

Designated CDT Revenues. The County receives CDT revenues on a monthly basis from the County tax collector. The County shall apply the Designated CDT Revenues in the Revenue Fund monthly in the following order and priority:

- (1) First by deposit into the Debt Service Fund (after taking into account the Omni Tax Increment Revenues deposited to the Debt Service Fund and any amount held in a fund, account or subaccount created under the 1997 Ordinance as capitalized or accrued interest from the proceeds of CDT Bonds which is available for payment of interest) an amount equal to one-sixth (1/6th) of the interest due on the CDT Bonds on the next interest payment date, with respect to CDT Bonds that bear interest payable semiannually, the amount of interest due on CDT Bonds that bear interest payable monthly, the amount of interest accruing in such month on CDT Bonds that bear interest on other than a monthly or semiannual basis (other than CDT Bonds that bear interest only payable upon maturity or redemption), one-twelfth (1/12th) of all principal and, with respect to CDT Bonds that pay interest only upon maturity or redemption, principal and accreted interest maturing or becoming payable through October 1 of the following Fiscal Year on the various Series of Serial CDT Bonds that mature annually, one-sixth (1/6th) of all principal and, with respect to CDT Bonds that pay interest only upon maturity or redemption, principal and accreted interest, maturing or becoming payable on the principal payment date on the various Series of Serial CDT Bonds that mature semiannually, and one-twelfth (1/12th) of the Amortization Requirements and unamortized principal balances of Term CDT Bonds coming due through October 1 of the following Fiscal Year with respect to the CDT Bonds, until there are sufficient funds then on deposit equal to the sum of the interest, principal and redemption premiums due on the CDT Bonds on the next interest, principal and redemption dates. For purposes of the foregoing, Capital Appreciation and Income CDT Bonds shall be treated as CDT Bonds that bear interest only payable upon maturity or redemption, except with respect to the interest payable on such Capital Appreciation and Income CDT Bonds on a periodic basis after the Interest Commencement Date. Hedge Receipts (other than those constituting termination payments) are deposited into the Debt Service Fund upon receipt and, subject to the provisions of the 1997 Ordinance, the above deposits are reduced to take into account Hedge Receipts (other than those constituting termination payments) received on or before an interest payment date. Deposits to the Debt Service Fund are increased to provide for the payment of any Hedge Obligations to be paid on or before the succeeding interest payment date.

- (2) Then by deposit into the Reserve Fund, after taking into account the Omni Tax Increment Revenues pledged to the Series 1997A and the Series 2012A Bonds, amounts, if any, which, after taking into account other funds or Reserve Fund Facilities then on deposit in the Reserve Fund, will be sufficient to make the funds and/or Reserve Fund Facilities on deposit in the Reserve Fund equal to the Reserve Requirement.
- (3) Then by payment to the County to be used for any lawful purpose, including, without limitation, any payments of the Rebate Amount and payments of Hedge Charges.

*Available Sales Tax.* If, on any date upon which a principal and/or interest payment shall be due the Owners of the CDT Bonds, the County does not have sufficient monies on deposit in the Debt Service Fund to make such payments, the County shall on a pro rata basis with all payments, if any, required to be made from Available Sales Tax revenue with respect to the Senior Lien Bonds and any Additional Sales Tax Parity Obligations, deposit to the Debt Service Fund, Available Sales Tax revenue in amounts sufficient to make up any such deficiency.

### **Special Obligations**

**THE SERIES 2012 CDT BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS, AS MORE FULLY DESCRIBED IN THIS OFFICIAL STATEMENT. THE SERIES 2012 CDT BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA, BUT SHALL BE PAYABLE FROM AND SECURED BY A LIEN SOLELY UPON AND A PLEDGE OF THE PLEDGED FUNDS. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY, OR TAXATION IN ANY FORM ON ANY PROPERTY TO PAY THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2012 CDT BONDS, NOR SHALL ANY SUCH BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST FROM ANY OTHER FUNDS OF THE COUNTY EXCEPT THE PLEDGED FUNDS.**

### **CONVENTION DEVELOPMENT TAX**

Pursuant to the Florida Convention Development Tax Act, the County is authorized to levy and impose a convention development tax on the privilege of leasing or letting transient rental accommodations at a rate of up to three percent (3%) of the total consideration charged for such accommodations. Of such proceeds, (a) two-thirds (net of certain administrative costs not to exceed 2% of collections) are initially required to be applied to extend, enlarge and improve the largest existing publicly-owned convention center in the County and after completion of that convention center, to acquire, construct, extend, enlarge, remodel, repair, improve, plan for, operate, maintain, or manage one or more convention centers, stadiums, exhibition halls, arenas, coliseums, auditoriums or certain other projects (this description corresponds to the "County CDT" as defined in the 1997 Ordinance); and (b) one-third (net of certain administrative costs not to exceed 2% of collections) are initially required to be applied to construct a new multipurpose convention/coliseum/exhibition center/stadium in the most populous municipality in the County, and after completion of any such project, to operate an authority created pursuant to Section 212.0305(4)(b)(4) of the Convention Development Tax Act or to acquire, construct, extend, enlarge, remodel, repair, improve, operate or maintain one or more convention centers, stadiums, exhibition halls, arenas, coliseums, auditoriums, golf courses or related buildings and parking facilities in the most populous municipality in the County (this description corresponds to the "City CDT" as defined in the 1997 Ordinance).

The County imposes a CDT of 3% of the total consideration charged for the leasing and letting of transient rental accommodations within the County, except for those accommodations located within the Village of Bal Harbor and the City of Surfside, which are exempt. The applicable County Ordinance (the "CDT Ordinance") provides that the persons collecting the CDT remit the same to the County directly, rather than to the State Department of Revenue, and that the CDT be administered in accordance with Chapter 211, Part I, Florida Statutes, which authorizes the County to retain up to 2% of the CDT collected by it to defray related administration costs.

The County's Tax Collector collects the CDT directly from the person or entity charging the CDT and deposits the receipts, less administrative expenses of 2% in the County Trust Fund on a monthly basis.

Any person who fails or refuses to charge and collect the CDT when required to do so is personally liable for the payment of the tax and guilty of a misdemeanor of the second degree. Any person who willfully advertises or holds out to the public in any manner that he will absorb or pay any part of the CDT, that he will relieve the person paying the rental of the payment of all or any part of the CDT, or that the CDT will not be added to the rental or lease consideration, or that, if added, will be refunded (in whole or in part) or refused, is similarly liable and punishable.

Below is a chart setting forth historical CDT revenues for Fiscal Year 2003 through Fiscal Year 2012.

**Miami-Dade County, Florida  
3% Convention Development Tax  
Historical Collections**

<b>Fiscal Year Ending September 30</b>	<b>Taxable Revenue</b>	<b>Growth Rate</b>	<b>Tax Rate</b>	<b>Gross Collections</b>	<b>Administration Fees</b>	<b>Net Collections</b>
<b>Historical - Unaudited</b>						
2003	\$ 944,280,325		3.0%	\$28,328,410	\$ 566,568	\$27,761,842
2004	1,102,877,643	16.80%	3.0	33,086,329	661,727	32,424,603
2005	1,278,074,492	15.89	3.0	38,342,235	766,845	37,575,390
2006	1,410,500,060	10.36	3.0	42,315,002	846,300	41,468,702
2007	1,519,773,047	7.75	3.0	45,593,191	911,864	44,681,328
2008	1,597,469,168	5.11	3.0	47,924,075	958,482	46,965,594
2009	1,384,438,696	-13.34 <sup>1</sup>	3.0	41,533,161	830,663	40,702,498
2010	1,523,416,674	10.04	3.0	45,702,500	914,050	44,788,450
2011	1,756,668,604	15.31	3.0	52,700,058	1,054,001	51,646,057
2012	[Data will be available October 3 <sup>rd</sup> business day of the month; POS to be updated]					
<b>First 11 Months</b>						
2011	\$1,633,408,262		3.0%	\$49,002,248	\$ 980,045	\$48,022,203
2012	1,854,769,578	13.55%	3.0%	55,643,087	1,112,861	54,530,226

Source: Miami-Dade County Finance Department.

<sup>1</sup> Reflects impact of 2009 recession.

For the period of October 1, 2011 through August 31, 2012, net collections of CDT revenues were \$54,530,226, which represents an increase of \$6,508,023 or 13.55% from CDT revenues reported for the same eleven-month period in Fiscal Year 2011.

CDT revenues fluctuate based on general economic conditions, including trends in the hotel and tourism industries. A significant decline in the amount of CDT revenues due to a sustained economic downturn along with parallel impact on the Half-Cent Sales Tax revenues could impair the ability of the County to pay principal of and interest on the Series 2012 CDT Bonds.

## THE HALF-CENT SALES TAX

Pursuant to Part I, Chapter 212, Florida Statutes, the State is authorized to levy and collect a 6% sales tax on, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances as set forth in Chapter 212. From all of the sales taxes remitted to the State, by a sales tax dealer located within a participating county, 8.814% of the sales taxes collected must be deposited in the Local Government Half-Cent Sales Tax Clearing Trust Fund created in the State Treasury (the "Sales Tax Trust Fund") and earmarked for distribution to the governing body of that county and of each municipality within that county meets the eligibility requirements for revenue sharing pursuant to Section 218, Florida Statutes. Such monies are referred to in Chapter 218 as the local government half-cent sales tax (the "Half-Cent Sales Tax"). The Half-Cent Sales Tax is required to be distributed from the Sales Tax Trust Fund on a monthly basis to participating units of local government. Pledged Funds as defined in the 1997 Ordinance include Available Sales Tax, which consists of the County's share of the Half-Cent Sales Tax.

The Half-Cent Sales Tax collected within a county is required to be distributed among the county and the municipalities located in such county in accordance with the formula detailed in Section 218.62(2), Florida Statutes and shown below (the "Distribution Factor"). The Distribution Factor uses revenue sharing population estimates (i.e., permanent population minus inmates and patients residing in institutions operated by the federal government or by the State's Department of Corrections or Department of Health and Rehabilitative Services, according to the *Local Government Financial Information Handbook, 20\_\_*) and is calculated utilizing a one year lag in population estimates.

County's share (percentage of total half-cent sales tax receipts)	unincorporated area population	+	$\frac{2}{3}$ incorporated area population
	total county population	+	$\frac{2}{3}$ incorporated area population
Each municipality's share (percentage of total half-cent sales tax receipts)	$\frac{\text{municipality population}}{\text{total county population}}$	+	$\frac{2}{3}$ incorporated area population

Set forth in the following table is the amount of Half-Cent Sales Tax that has been distributed to the County for the past five Fiscal Years and the percentage change in the distribution from the prior year, as well as the results for the first eleven months of Fiscal Years 2011 and 2012.

**MIAMI-DADE COUNTY, FLORIDA**  
**ACTUAL HALF-CENT SALES TAX DISTRIBUTIONS**  
**Distributions to Miami-Dade County**  
**(in '000s)**

Fiscal Year Ended September 30,	County Share	County's Municipal Share <sup>1</sup>	Total	Percentage Change
2007	\$57,504	\$73,318	\$130,822	
2008	61,039	72,978	134,017	2.44%
2009	51,884	62,032	113,916	(15.00)
2010	51,191	59,901	111,092	(2.48)
2011	57,066	66,198	123,264	10.96
<b><u>First 9 Months</u></b>				
2011	\$43,450	\$50,394	\$ 93,844	
2012	46,399	53,803	100,192	6.76%

SOURCE: Miami-Dade County Finance Department.

<sup>1</sup> This municipal share is distributed to the County as part of the County's total distribution.

For the period of October 1, 2011 through June 30, 2012, approximately \$100,192,000 in receipts of the Half-Cent Sales Tax were distributed to the County, which represents an increase of approximately \$6,348,000, or 6.76%, from distributions made in the same nine-month period in Fiscal Year 2012.

Collections of the Half-Cent Sales Tax fluctuate based on general economic conditions, including changes in the economic activity and conditions of a municipality or geographic area. A significant decline in the amount of Half-Cent Sales Tax distributed to the County due to a sustained economic downturn along with parallel impact on the CDT revenues could impair the ability of the County to pay principal of and interest on the Series 2012 CDT Bonds.

The amount of the collections of the Half-Cent Sales Tax will be affected by changes in the relative populations of the unincorporated and incorporated areas within the County. Such relative populations are subject to change through normal increases and decreases of population within any previously existing unincorporated and incorporated areas of the County and are also subject to change by the incorporation of previously unincorporated areas of the County and by the annexation of such areas by municipalities within the County. Such incorporations and annexations would not only increase the population of the incorporated areas but also would, in equal amount, decrease the population of the unincorporated areas. If all currently unincorporated areas in the County became incorporated territory, the County's estimated share of the Half-Cent Sales Tax would be reduced to 40% of the Half-Cent Sales Tax monies collected within the County. Thus, if the Half-Cent Sales Tax monies available for distribution within the County remained constant at the Fiscal Year 2012 level of \$\_\_\_\_\_ and the share distributable to the County declined from 59.64% to 40%, the share distributable to the County would be reduced from \$\_\_\_\_\_ to \$\_\_\_\_\_. According to the County's Office of Management and Budget, there currently are no pending petitions for incorporation of unincorporated areas of the County.

The total amount of Half-Cent Sales Tax collected within the County is subject to increase or decrease on account of increases or decreases in the dollar volume of taxable sales within the County, which, in turn, is subject to among other things, (i) legislation changes which may include or exclude from taxation sales of particular goods or services and (ii) changes in the dollar volume of purchases in the County, which is affected by changes in population and economic conditions. See "APPENDIX A – GENERAL INFORMATION REGARDING MIAMI-DADE COUNTY."

To be eligible to participate in the Sales Tax Trust Fund and to continue to receive receipts of the Half-Cent Sales Tax, the County must comply with the requirements of Section 218.63, Florida Statutes, including financial reporting. The County has represented that it has complied with all of the requirements set forth in Section 218.63, Florida Statutes, including the filing of a certificate of compliance with the State Department of Revenue. Failure of

the County to comply with the eligibility requirements would result in the County losing its Sales Tax Trust Fund distributions for 12 months following a determination of non-compliance by the State Department of Revenue. While none are currently pending in the Legislature of the State, there may be future amendments to Section 218.63, Florida Statutes, which may impose additional requirements of eligibility for participating cities and counties.

*New State Law on Tax Intercept.* All counties in the State are required to make regular payments to the State for Medicaid services provided to their residents ("Medicaid Payments"). Reflecting the State's concerns that it was not receiving the full amount of Medicaid Payments owed by counties on a timely basis, a new law became effective on July 1, 2012 that authorizes the State to offset against the Half-Cent Sales Tax payable to a county any Medicaid Payments determined by the State to be due from that county (the "Medicaid Offset Law"). The Medicaid Offset Law applies to Medicaid Payments outstanding as of April 30, 2012, which will be payable to the State over the next five years, as well as to prospective Medicaid Payments. The Medicaid Offset Law, however, specifically provides an exception to any offsets to the extent that Half-Cent Sales Tax revenues are needed to pay debt service on any county debt secured by such Half-Cent Sales Tax. **The CDT Bonds and the Senior Lien Bonds are subject to this exception.**

Furthermore, since the implementation of the Medicaid Offset Law, the County has successfully negotiated an agreement with the State under which the County will pay \$42,389,734.93 over the next five years for past due Medicaid Payments that were in dispute. The amount reflects a fifteen percent (15%) discount on amounts claimed by the State because the County elected not to challenge the individual Medicaid billings administratively. The County and State are also negotiating a settlement that will allow the County to pay its future Medicaid Payment without an offset by the State against the Half-Cent Sales Tax, provided the County makes its Medicaid Payments timely. A lawsuit by a number of counties, including the County, challenging the Medicaid Offset Law is now being held in abatement pending negotiations between the State and the counties.

The County does not believe that the Medicaid Offset Law will have a material adverse effect on the collection of Pledged Revenues, the financial condition of the County or the County's ability to provide for timely payment of the CDT Bonds.

#### OMNI TAX INCREMENT REVENUES

*Omni Redevelopment District.* The Omni Redevelopment District was created in 1986 by the County and the City to foster economic development within a downtown section of the City that includes the downtown Performing Arts Center. The Omni Redevelopment District (the "District") is administered by the Miami City Commission acting as a community redevelopment agency (the "CRA"). All tax increment revenues generated within the District ("Omni Tax Increment Revenues") are available first for debt service on the Series 1997A Bonds and the Series 2012A Bonds (and any bonds issued to refund the Series 1997A Bonds and the Series 2012A Bonds) up to the annual payment of \$1,430,000 with any remainder available for eligible capital projects. The final maturity for the Series 1997A Bonds and the Series 2012A Bonds is October 1, 2026. See "SECURITY FOR THE SERIES 2012 CDT BONDS -- Pledged Funds -- Omni Tax Increment Revenues."

Omni Interlocal Agreement. The County, the City and the CRA have entered into an Interlocal Cooperation Agreement dated June 24, 1996, as amended (the "Omni Interlocal Agreement"). The First Amendment to the 1996 Omni Interlocal Agreement, approved by the County in December 2007 after approval by the City Commission and the CRA, provided for a process that the City, the CRA and the County would follow to expand the boundaries and extend the term of the CRA. Among other matters, the First Amendment provides that by no later than March 31 of each year, the CRA shall remit to the County: for the period commencing March 31, 2008 and ending March 31, 2012, up to \$1,430,000 of Omni Tax Increment Revenues, plus thirty-five percent (35%) of the amount by which the Omni Tax Increment Revenues extend \$1,430,000; and for the period commencing March 31, 2013 and ending March 31, 2027, including any additional time extensions beyond March 31, 2027, an amount equal to the greater of \$1,430,000 or thirty-five percent (35%) of Omni Tax Increment Revenues, for the purpose of financing a portion of the Performing Arts Center. The amounts to be remitted by the CRA as set forth above shall not exceed \$25,000,000 in any fiscal year. After approval by the City Commission and the CRA, in January 2010 an amended Omni Community Redevelopment Plan was approved by the County Commission, which created the 2009 Omni CRA Addition (the "2009 Addition"), expanding the geographic boundary of the CRA and extending the life of the CRA to March 31, 2030.

The following chart sets forth the total Omni Tax Increment Revenues for the fiscal years 2008 through 2012.

**Omni Tax Increment Revenues<sup>(1)</sup>**

Fiscal Year Ending September 30	Omni Tax Increment Revenues			Amounts Paid to the County for Series 1997A Bonds
	County	City	Total	
2008	\$4,652,351	\$7,444,383	\$12,096,734	\$1,430,000
2009	5,521,757	8,758,751	14,280,508	1,430,000
2010	5,195,407	8,238,547	13,433,954	1,430,000
2011	3,852,638	5,336,988	9,189,626	1,430,000
2012	1,760,167	2,764,458	4,524,625	1,430,000

Source: Miami-Dade County Finance Department and Office of Management and Budget.

<sup>(1)</sup> For purposes of valuation, the Base Year was 1986 and the Assessed Value for the purpose of calculating tax increment revenues each year was \$246,899,822. In January 2010, the 2009 Addition to the Omni Tax Increment District was approved, which has a separate valuation from the original Tax Increment District with a Base Year of 2009 and an Assessed Value for the purpose of calculating Tax Increment Revenues each year of \$101,152,237. The life of the original Omni Tax Increment District plus the 2009 Addition was also extended to March 31, 2030.

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**DEBT SERVICE COVERAGE BASED UPON  
HISTORICAL INFORMATION**

The following chart sets out historical coverage based on the maximum obligation requirements occurring in Fiscal Year 2039.

<b>Historical Debt Service Coverage Maximum Obligation Requirement ('000s)</b>					
	2007	2008	2009	2010	2011
<b>Revenues</b>					
CDT Revenues <sup>(1)</sup>	\$ 44,681	\$ 46,966	\$ 40,702	\$ 44,788	\$ 51,646
Available Sales Tax Revenues	130,822	134,017	113,916	111,092	123,264
Omni Tax Increment Revenues <sup>(2)</sup>	<u>1,430</u>	<u>1,430</u>	<u>1,430</u>	<u>1,430</u>	<u>1,430</u>
<b>Total Available Revenues</b>	<b><u>\$176,933</u></b>	<b><u>\$182,413</u></b>	<b><u>\$156,048</u></b>	<b><u>\$157,310</u></b>	<b><u>\$176,340</u></b>
<b>Maximum Obligation Requirement <sup>(3)</sup></b>					
Outstanding Senior and Subordinate Bonds Debt Service <sup>(4)</sup>	\$118,605	\$118,605	\$118,605	\$118,605	\$118,605
Miami Beach Payments	0	0	0	0	0
Prior Payments	3,000	3,000	3,000	3,000	3,000
<b>Total Maximum Year Obligation</b>	<b><u>\$121,605</u></b>	<b><u>\$121,605</u></b>	<b><u>\$121,605</u></b>	<b><u>\$121,605</u></b>	<b><u>\$121,605</u></b>
<b>Historical Coverage of Maximum Obligations</b>	<b><u>1.46x</u></b>	<b><u>1.50x</u></b>	<b><u>1.28x</u></b>	<b><u>1.29x</u></b>	<b><u>1.45x</u></b>

<sup>(1)</sup> Net of 2% administration fee.

<sup>(2)</sup> Payable with respect to the Series 1997A Bonds and the Series 2012A Bonds only.

<sup>(3)</sup> Represents the maximum requirement of the outstanding senior and subordinate lien obligations occurring in the year 2039.

<sup>(4)</sup> Based on the County's fiscal year; includes Series 2005A, 2005B and 2009 CDT Bonds; the Series 1996B and Series 1997A, 1997B and 1997C Bonds will no longer be outstanding in Fiscal Year 2039.

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**DEBT SERVICE SCHEDULE**

Period Ending (October 1)	Outstanding CDT Bonds Principal and Interest	Series 2012 CDT Bonds Principal	Series 2012 CDT Bonds Compounded Interest	Total Debt Service On All CDT Bonds
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## TAX MATTERS

In the opinion of Squire Sanders (US) LLP and D. Seaton and Associates, Bond Counsel, under existing law: (i) interest on the Series 2012 CDT Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; and (ii) the Series 2012 CDT Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel expresses no opinion as to any other tax consequences regarding the Series 2012 CDT Bonds.

The opinion on tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the County contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2012 CDT Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of the County's representations and certifications or the continuing compliance with the County's covenants.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel's legal judgment as to exclusion of interest on the Series 2012 CDT Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service ("IRS") or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the County may cause loss of such status and result in the interest on the Series 2012 CDT Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2012 CDT Bonds. The County has covenanted to take the actions required of it for the interest on the Series 2012 CDT Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2012 CDT Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2012 CDT Bonds or the market value of the Series 2012 CDT Bonds.

A portion of the interest on the Series 2012 CDT Bonds earned by certain corporations may be subject to a federal corporate alternative minimum tax. In addition, interest on the Series 2012 CDT Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2012 CDT Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2012 CDT Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2012 CDT Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2012 CDT Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2012 CDT Bonds will not have an adverse effect on the tax status of interest on the Series 2012 CDT Bonds or the market value or marketability of the Series 2012 CDT Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2012 CDT Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, both the American Jobs Act of 2011 proposed by President Obama on September 12, 2011, and introduced into the Senate on September 13, 2011, and the federal budget for fiscal year 2013 as proposed by President Obama on February 13, 2012, contain provisions that could, among other things, result in additional federal income tax for tax years beginning after 2012 on taxpayers that own tax-exempt obligations, including the Series 2012 CDT Bonds, if they have incomes above certain thresholds.

Prospective purchasers of the Series 2012 CDT Bonds should consult their own tax advisers regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the Series 2012 CDT Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Bond Counsel's engagement with respect to the Series 2012 CDT Bonds ends with the issuance of the Series 2012 CDT Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the County or the owners of the Series 2012 CDT Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2012 CDT Bonds, under current IRS procedures, the IRS will treat the County as the taxpayer and the beneficial owners of the Series 2012 CDT Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Series 2012 CDT Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Series 2012 CDT Bonds.

#### **Original Issue Discount and Original Issue Premium**

Certain of the Series 2012 CDT Bonds ("Discount Series 2012 CDT Bonds") as indicated on the inside cover of this Official Statement were offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Series 2012 CDT Bond. The issue price of a Discount Series 2012 CDT Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Series 2012 CDT Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Series 2012 CDT Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Series 2012 CDT Bond (i) is interest excluded from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2012 CDT Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Series 2012 CDT Bond. The amount of OID that accrues each year to a corporate owner of a Discount Series 2012 CDT Bond is taken into account in computing the corporation's liability for federal alternative minimum tax. A purchaser of a Discount Series 2012 CDT Bond in the initial public offering at the price for that Discount Series 2012 CDT Bond stated on the inside cover of this Official Statement who holds that Discount Series 2012 CDT Bond to maturity will realize no gain or loss upon the retirement of that Discount Series 2012 CDT Bond.

Certain of the Series 2012 CDT Bonds ("Premium Series 2012 CDT Bonds") as indicated on the inside cover of this Official Statement were offered and sold to the public at a price in excess of their stated redemption

price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Series 2012 CDT Bond, based on the yield to maturity of that Premium Series 2012 CDT Bond (or, in the case of a Premium Series 2012 CDT Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Series 2012 CDT Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Series 2012 CDT Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Series 2012 CDT Bond, the owner's tax basis in the Premium Series 2012 CDT Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Series 2012 CDT Bond for an amount equal to or less than the amount paid by the owner for that Premium Series 2012 CDT Bond. A purchaser of a Premium Series 2012 CDT Bond in the initial public offering at the price for that Premium Series 2012 CDT Bond stated on the inside cover of this Official Statement who holds that Premium Series 2012 CDT Bond to maturity (or, in the case of a callable Premium Series 2012 CDT Bond, to its earlier call date that results in the lowest yield on that Premium Series 2012 CDT Bond) will realize no gain or loss upon the retirement of that Premium Series 2012 CDT Bond.

*Owners of Discount Series 2012 CDT Bonds and Premium Series 2012 CDT Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Series 2012 CDT Bonds or Premium Series 2012 CDT Bonds and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.*

#### LIMITATION ON STATE REVENUES

At the November 8, 1994 general election, Florida voters approved an amendment to Article VII, Section 1(e) of the Florida Constitution (the "Amendment"). The Amendment provides that State revenues collected for any fiscal year of the State shall be limited to State revenues allowed under the Amendment for the prior fiscal year, plus an adjustment for growth. As used in the Amendment, "growth" means an amount equal to the average annual rate of growth in Florida personal income over the most recent twenty quarters times the State revenues allowed under the Amendment for the prior fiscal year. State revenues collected for any fiscal year in excess of this limitation are required to be transferred to the budget stabilization fund until the fund reaches the maximum balance specified in Section 19(g) of Article III of the Florida Constitution, and thereafter is required to be refunded to taxpayers, as provided by general law. The limitation on State revenues imposed by the Amendment may be increased (*i.e.* the cap set for the collection of State revenues by the Amendment may be increased) by a two-thirds vote of each house of the State Legislature.

The term "State Revenues," as used in the Amendment, means taxes, fees, licenses and charges for services imposed by the State Legislature on individuals, businesses, or agencies outside State government. However, the term "State Revenues" does not include: (i) revenues that are necessary to meet the requirements set forth in documents authorizing the issuance of bonds by the State; (ii) revenues that are used to provide matching funds for the federal Medicaid program, with the exception of the revenues used to support the Public Medical Assistance Trust Fund or its successor program and with the exception of State matching funds used to fund elective expansions made after July 1, 1994; (iii) proceeds from the State lottery returned as prizes; (iv) receipts of the Florida Hurricane Catastrophe Fund; (v) balances carried forward from prior fiscal years; (vi) taxes, licenses, fees and charges for services imposed by local, regional or school district governing bodies; or (vii) revenue from taxes, licenses, fees and charge fees for services required to be imposed by any amendment or revision to the Florida Constitution after July 1, 1994. The Amendment took effect on January 1, 1995 and first applied to State fiscal year 1995-96, which began July 1, 1995.

The Amendment requires the State Legislature, by general law, to prescribe procedures necessary to administer it. As of the date of this Official Statement, no such procedures have been prescribed.

## DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the County to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the County in good faith believes that such disclosure would not be considered material by a reasonable investor, such disclosures may be omitted. The County is not and has not been in default as to principal and interest on bonds or other debt obligations which it has issued, whether as the principal obligor or as a conduit.

There are several special purpose governmental authorities in the County that serve as conduit issuers of private activity bonds for such purposes as housing, industrial development, and health care. Defaults have occurred in connection with some of those private activity bonds; however, such defaults affect only such defaulted issues and will have no effect on the Series 2012 CDT Bonds. The County had no obligation to pay such bonds and the conduit issuers had only a limited obligation to pay such bonds from the payments made by the underlying obligors with respect to such issues. Therefore, the County in good faith believes that defaults relating to conduit issuers are not material with regard to the Series 2012 CDT Bonds and any disclosure concerning any defaults of conduit financings is not necessary.

## CONTINUING DISCLOSURE

In the Series 2012 Resolution, the County has covenanted, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of Rule 15c2-12, as amended (the "Rule") of the Securities and Exchange Commission ("SEC"), to provide or cause to be provided as described below, for the benefit of the Beneficial Owners of the Series 2012 CDT Bonds, the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ending September 30, 2012:

- (1) Annual receipts of the CDT by the County, amount of Designated CDT Revenues, Omni Tax Increment Revenues and Available Sales Tax, amount of indebtedness secured by a lien on Designated CDT Revenues, amount of indebtedness secured by a lien on the Available Sales Tax, amount of indebtedness secured by a lien on the local government half-cent sales tax, amount of Additional Sales Tax Parity Obligations outstanding, debt service coverage on indebtedness secured by Designated CDT Revenues and debt service coverage on indebtedness secured by Available Sales Tax, all in a form which is generally consistent with the presentation of such information in the Official Statement.
- (2) The County's Comprehensive Annual Financial Report utilizing generally accepted accounting principles applicable to local governments.

Such information will be filed through the Electronic Municipal Market Access System ("EMMA") maintained by the Municipal Securities Rulemaking Board ("MSRB") and may be accessed through the Internet at [emma.msrb.org](http://emma.msrb.org).

The information in paragraphs (1) and (2) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year, commencing June 1, 2013. The County's Comprehensive Annual Financial Report referred to in paragraph (2) above is expected to be available separately from the information in paragraph (1) above and will be provided by the County as soon as practical after the acceptance of the County's audited financial statements from the auditors by the County. The County's Comprehensive Annual Financial Report is generally available within eight months from the end of the Fiscal Year. The County has agreed that if audited financial information is not available within eight months of the end of the Fiscal Year, it will provide unaudited information within eight months from the end of the Fiscal Year and provide audited financial statements as soon after such time as they become available.

The County has agreed to file with EMMA in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2012 CDT Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit facility providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 CDT Bonds, or other material events affecting the tax status of the Series 2012 CDT Bonds;
- (7) modifications to rights of holders of the Series 2012 CDT Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasance of all or any portion of the Series 2012 CDT Bonds;
- (10) release, substitution, or sale of any property securing repayment of the Series 2012 CDT Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

The County has agreed to provide or cause to be filed with EMMA in a timely manner, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

The foregoing obligations of the County shall remain in effect only so long as the Series 2012 CDT Bonds are Outstanding. The County has reserved the right to terminate its obligation to provide the Annual Information and notices of reportable events, as set forth above, if and when the County no longer remains an "obligated person" with respect to the Series 2012 CDT Bonds within the meaning of the Rule.

In the event that the SEC approves any municipal securities information repository ("MSIR"), other than EMMA after the date of issuance of the Series 2012 CDT Bonds, the County will, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide such information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

The requirements of filing the Annual Information do not necessitate the preparation of any separate annual report addressing only the Series 2012 CDT Bonds. The requirements may be met by the filing of an annual information statement or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any official statement of the County, provided such official statement is filed with the MSRB.

The County has reserved the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County has agreed that any such modification will be done in a manner consistent with the Rule.

Except to cure any ambiguity, inconsistency or formal defect or omission in the relevant provisions of the Resolution, the County covenants as to continuing disclosure with respect to the Series 2012 CDT Bonds (the "Covenants") may be amended if:

- (A) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2012 CDT Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by the Board, counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or
- (B) all or any part of the Rule, as interpreted by staff of the SEC at the date of adoption of the Resolution, ceases to be in effect for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

Any assertion of beneficial ownership must be filed, with full documentary support, as part of the written request described above.

#### **Limited Information; Limited Rights of Enforcement**

The County's obligation under its continuing disclosure undertaking with respect to the Series 2012 CDT Bonds is limited to supplying limited information at specified times and may not provide all information necessary to determine the value of the Series 2012 CDT Bonds at any particular time.

The County has agreed that its continuing disclosure undertaking is intended to be for the benefit of the Beneficial Owners of the Series 2012 CDT Bonds and shall be enforceable by such Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner's right to enforce the provisions of the undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County's obligations with respect to continuing disclosure under the Series 2012 Resolution in a federal or state court located within the County, and any failure by the County to comply with the provisions of the undertaking shall not be a default with respect to the Series 2012 CDT Bonds.

#### **Continuing Disclosure Compliance by County**

The County has complied in all material respects with all continuing disclosure commitments previously made by the County with respect to previously issued obligations.

## LEGAL MATTERS

Certain legal matters incident to the issuance of the Series 2012 CDT Bonds and with regard to the tax-exempt status of the interest on the Series 2012 CDT Bonds (see "TAX MATTERS") are subject to the legal opinions of Squire Sanders (US) LLP, Miami, Florida, and D. Seaton and Associates, Miami, Florida, Bond Counsel to the County. The signed legal opinions of Bond Counsel, substantially in the form attached hereto as APPENDIX D, dated and premised on law in effect as of the date of issuance of the Series 2012 CDT Bonds, will be delivered on the date of issuance of the Series 2012 CDT Bonds. The actual legal opinions to be delivered may vary from the form attached hereto to reflect facts and law on the date of delivery. The opinions will speak only as of their date, and subsequent distribution of them by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinions subsequent to their date of issuance. Certain other legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain legal matters relating to disclosure will be passed upon for the County by Hunton & Williams LLP, Miami, Florida, and Law Offices Thomas H. Williams, Jr., P.L., Miami, Florida, Disclosure Counsel. Broad and Cassel, [Miami], Florida, is acting as counsel to the Underwriters. The fees payable to Bond Counsel, Disclosure Counsel and Underwriters' counsel are contingent upon the issuance and delivery of the Series 2012 CDT Bonds.

While Bond Counsel has participated in the preparation of certain portions of this Official Statement, it has not been engaged by the County to confirm or verify, and, except as may be set forth in the opinions of Bond Counsel delivered to the Underwriters, expresses and will express no opinion as to the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the County or the Series 2012 CDT Bonds that may be prepared or made available by the County, the Underwriters or others to the Holders of the Series 2012 CDT Bonds or other parties.

The proposed text of the legal opinions to be delivered to the County by Disclosure Counsel is set forth as APPENDIX E to this Official Statement. The actual legal opinions to be delivered may vary from the text of APPENDIX E, if necessary, to reflect facts and law on the date of delivery of the Series 2012 CDT Bonds.

The legal opinions of Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made to Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney as of the date thereof. Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2012 CDT Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## LITIGATION

There is no litigation pending or, to the knowledge of the County, threatened, seeking to restrain or enjoin the issuance or delivery of the Series 2012 CDT Bonds or questioning or affecting the validity of the Series 2012 CDT Bonds or the proceedings and authority under which they are to be issued or which, if it were decided against the County would have a materially adverse effect upon the financial affairs of the County. Neither the creation, organization or existence, nor the title of the present members or other officers of the Board to their respective offices is being contested.

## VERIFICATION OF MATHEMATICAL COMPUTATIONS

\_\_\_\_\_ (the "Verification Agent" has verified the [arithmetical] accuracy of certain computations relating to (a) computation of forecasted receipts of principal and interest on the cash and investments deposited in the Escrow Deposit Trust Funds to redeem the Refunded Bonds, through and including [maturity or] redemption, and (b) computation of the yields on the Series 2012 CDT Bonds and such investments. See "REFUNDING PLAN." Such verification will be relied upon by Bond Counsel to support their opinions related to tax matters. Such verification will be based in part on schedules supplied to the Verification Agent by the Underwriters.

## FINANCIAL ADVISOR

Public Financial Management, Inc., Coral Gables, Florida, is the Financial Advisor to the County with respect to the issuance and sale of the Series 2012 CDT Bonds. The Financial Advisor has assisted the County in the preparation of this Official Statement and has advised the County as to other matters relating to the planning, structuring and issuance of the Series 2012 CDT Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Public Financial Management, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

## UNDERWRITING

Citigroup Global Capital Markets Inc., for itself and the underwriters listed on the cover page of this Official Statement and identified in the Bond Purchase Agreement between such Underwriters and the County with respect to the Series 2012 CDT Bonds (the "Underwriters") have agreed, subject to certain conditions, to purchase the Series 2012 CDT Bonds from the County at an aggregate purchase price of \$\_\_\_\_\_, representing the original principal amount of \$\_\_\_\_\_ less an underwriters' discount of \$\_\_\_\_\_ (representing approximately \_\_\_\_\_% of the principal amount of the Series 2012 CDT Bonds). The Underwriters' obligations are subject to certain conditions precedent and the Underwriters shall be obligated to purchase all of the Series 2012 CDT Bonds if any Series 2012 CDT Bonds are purchased. The Series 2012 CDT Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2012 CDT Bonds into investment trusts) at prices lower than such public offering prices, which may be changed, from time to time, by the Underwriters.

Citigroup Inc., parent company of Citigroup Global Markets Inc., an underwriter of the Series 2012 CDT Bonds, has entered into a retail brokerage joint venture with Morgan Stanley. As part of the joint venture, Citigroup Global Markets Inc. will distribute municipal securities to retail investors through the financial advisor network of a new broker-dealer, Morgan Stanley Smith Barney LLC. This distribution arrangement became effective on June 1, 2009. As part of this arrangement, Citigroup Global Markets Inc. will compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2012 CDT Bonds

## FINANCIAL STATEMENTS

Included as APPENDIX B to this Official Statement is the Audited Annual Financial Report of Miami-Dade County for the Fiscal Year ended September 30, 2011. Such financial statements have been audited by McGladry & Pullen, LLP, independent certified public accountants, as set forth in their report dated \_\_\_\_\_, 20\_\_ which report is also included in APPENDIX B to this Official Statement. Such audited financial statements, including the notes thereto, should be read in their entirety. Such financial statements speak only as of September 30, 2011 and September 30, 2010, respectively, and have been included as a matter of public record. McGladry & Pullen, LLP (1) has not been engaged to perform and has not performed since the date of its report on such financial statements any procedures with respect to such financial statements and (2) has not performed any procedures relating to this Official Statement. The consent of McGladry & Pullen, LLP for the use of the financial statements herein has not been sought.

## RATINGS

Standard & Poor's Ratings Services, Moody's Investors Service, Inc. and Fitch Ratings have assigned ratings to the Series 2012 CDT Bonds of "\_\_\_" with a "[ ] outlook," "\_\_\_" with a "[ ] outlook," and "\_\_\_" with a "[ ] outlook," respectively. The ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of their own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2012 CDT Bonds.

## ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2012 CDT Bonds upon an Event of Default under the 1997 Ordinance are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the 1997 Ordinance may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2012 CDT Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2012 CDT Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by equitable remedies and proceedings generally.

## CERTIFICATE CONCERNING THE OFFICIAL STATEMENT

Concurrently with the delivery of the Series 2012 CDT Bonds, the County will furnish its certificate, executed by the County's Finance Director to the effect that, to the best of his knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2012 CDT Bonds, does not contain any untrue statement of material fact and does not omit any material fact that should be included in this Official Statement for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained in this Official Statement, in light of the circumstances under which they were made, not misleading.

## MISCELLANEOUS

The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2012 CDT Bonds, the security for the payment of the Series 2012 CDT Bonds and the rights and obligations of the owners of the Series 2012 CDT Bonds.

The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The delivery and the distribution of this Official Statement has been duly authorized by the Board.

**INFORMATION REGARDING THE DEPOSITORY  
TRUST COMPANY AND ITS BOOK-ENTRY SYSTEM**

*The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2012 CDT Bonds, payments of principal of and premium, if any and interest on the Series 2012 CDT Bonds to DTC Participants or Beneficial Owners of the Series 2012 CDT Bonds, confirmation and transfer of beneficial ownership interest in the Series 2012 CDT Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners of the Series 2012 CDT Bonds is based solely on information furnished by DTC on its website for inclusion in this Official Statement. Accordingly, the County does not make any representations concerning these matters.*

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2012 CDT Bonds. The Series 2012 CDT Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2012 CDT Bond certificate will be issued for each maturity of each Series of the Series 2012 CDT Bonds as set forth on the inside cover page of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfer and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2012 CDT Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2012 CDT Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2012 CDT Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2012 CDT Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2012 CDT Bonds, except in the event that use of the book-entry system for the Series 2012 CDT Bonds is discontinued.

To facilitate subsequent transfers, all Series 2012 CDT Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2012 CDT Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2012 CDT Bonds; DTC’s records reflect only the identity

of the Direct Participants to whose accounts such Series 2012 CDT Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2012 CDT Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2012 CDT Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2012 CDT Bonds may wish to ascertain that the nominee holding the Series 2012 CDT Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent by the Paying Agent to DTC. If less than all of the Series 2012 CDT Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2012 CDT Bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument (MMI) procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2012 CDT Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and interest payments on the Series 2012 CDT Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the County or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not DTC nor its nominee, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and interest, as applicable, to Cede & Co., (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NEITHER THE COUNTY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DTC PARTICIPANT OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2012 CDT BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT, THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 CDT BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS UNDER THE BOND ORDINANCE, THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2012 CDT BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER, SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2012 CDT BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT TO THE BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2012 CDT BONDS SHALL MEAN CEDE & CO., AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2012 CDT BONDS.

### **Discontinuance of Book-Entry Only System**

In the event the County decides to obtain Series 2012 CDT Bond certificates, the County may notify DTC and the Bond Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of Series 2012 CDT Bond certificates. In such event, the County shall prepare and execute, and the Bond Registrar shall authenticate, transfer and exchange, Series 2012 CDT Bond certificates as requested by DTC in appropriate amounts and within the guidelines set forth in the Bond Ordinance. DTC may also determine to discontinue providing its services with respect to the Series 2012 CDT Bonds at any time by giving written notice to the County and the Bond Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County and the Bond Registrar shall be obligated to deliver Series 2012 CDT Bond certificates as described in this Official Statement. In the event Series 2012 CDT Bond certificates are issued, the provisions of the Bond Ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the Bond Registrar to do so, the County will direct the Bond Registrar to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2012 CDT Bonds to any DTC Participant having Series 2012 CDT Bonds credited to its DTC account; or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2012 CDT Bonds.

### **Registration, Transfer and Exchange**

If the book-entry only system is discontinued, the Beneficial Owners shall receive certificated Series 2012 CDT Bonds which will be subject to registration of transfer or exchange as set forth below. If the privilege of exchanging the Series 2012 CDT Bonds or transferring the Series 2012 CDT Bonds is exercised, the County shall execute and the Bond Registrar shall authenticate and deliver Series 2012 CDT Bonds in accordance with the provisions of the 1997 Ordinance and the Series 2012 CDT Resolution. All Series 2012 CDT Bonds surrendered in any such exchanges or transfers shall be delivered to the Bond Registrar and canceled by the Bond Registrar in the manner provided in the 1997 Ordinance. There shall be no charge for any such exchange or transfer of Series 2012 CDT Bonds, but the County or the Bond Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Bond Registrar shall be required (a) to transfer or exchange Series 2012 CDT Bonds for a period from the Regular Record Date (the 15<sup>th</sup> day (whether or not a business day) of the calendar month preceding each Interest Payment Date) to the next succeeding Interest Payment Date on the Series 2012 CDT Bonds or 15 days next preceding any selection of the Series 2012 CDT Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Series 2012 CDT Bonds called for redemption. If less than all of a Series 2012 CDT Bond is redeemed or defeased, the County shall execute and the Bond Registrar shall authenticate and deliver, upon the surrender of such Series 2012 CDT Bond, without charge to the Bondholder, a registered Series 2012 CDT Bond in the appropriate denomination and interest rate for the unpaid balance of the principal amount of such Series 2012 CDT Bond so surrendered.

The County, the Bond Registrar and the Paying Agent shall deem and treat the registered owner of any Series 2012 CDT Bond as the absolute owner of such Series 2012 CDT Bond for all purposes, including for the purpose of receiving payment of the principal of and interest on the Series 2012 CDT Bonds.

EXHIBIT D

ESCROW DEPOSIT AGREEMENT

On file with the Clerk's office



Meeting of October 2, 2012

Miami-Dade County Board of County Commissioners

Agenda Item Number MA2

Exhibit "B" to Series Resolution

Bond Purchase Agreement

# BOND PURCHASE AGREEMENT

## Miami-Dade County, Florida

\$ \_\_\_\_\_  
Subordinate Special Obligation  
Refunding Bonds  
Series 2012A

\$ \_\_\_\_\_  
Subordinate Special Obligation  
Refunding Bonds  
Series 2012B

\_\_\_\_\_, 2012

Board of County Commissioners of  
Miami-Dade County, Florida  
111 Northwest First Street  
Miami, Florida 33128-1995

Ladies and Gentlemen:

Citigroup Global Markets Inc., (the "Representative") on behalf of itself and Blaylock Robert Van, LLC; M.R. Beal & Company; RBC Capital Markets; Wells Fargo Securities, LLC; Cabrera Capital Markets; Estrada Hinojosa & Company; Loop Capital Markets; Rice Financial Products Company and Siebert Brandford Shank & Co., (collectively with the Representative, the "Underwriters") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with Miami-Dade County, Florida (the "County"), which, upon acceptance of this offer by the County, will be binding upon the County and the Underwriters. This offer is made subject to acceptance by the County by execution of this Bond Purchase Agreement and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice by the Representative to the County at any time prior to its acceptance by the County.

The Representative represents that it is authorized on behalf of itself and the other Underwriters to enter into this Bond Purchase Agreement and to take any other actions which may be required on behalf of the other Underwriters.

All capitalized terms not otherwise defined in this Bond Purchase Agreement shall have the same meanings as set forth in the Bond Ordinance and in the Official Statement (as each are defined in this Bond Purchase Agreement).

### 1. Purchase and Sale of Bonds.

Subject to the terms and conditions and in reliance upon representations, warranties and covenants set forth in this Bond Purchase Agreement, the Underwriters, jointly and severally, agree to purchase from the County, and the County agrees to sell to the Underwriters on the Closing Date (as defined below), all but not less than all of the \$ \_\_\_\_\_ original principal amount Subordinate Special Obligation Refunding Bonds, Series 2012A (the "Series 2012A Bonds") and \$ \_\_\_\_\_ original Subordinate Special Obligation Refunding Bonds,

Series 2012B (“the Series 2012 B Bonds” collectively the “Series 2012 CDT Bonds”), at a purchase price of \$ \_\_\_\_\_ (equal to the original principal amount of the Series 2012 CDT Bonds of \$ \_\_\_\_\_ less an Underwriters’ discount of \$ \_\_\_\_\_).

The Series 2012 CDT Bonds shall have the interest rates, approximate yields to maturity, be sold to the public at the prices, mature on the dates and have such other terms, all as set forth in and provided for on Schedule I to this Bond Purchase Agreement. The Series 2012 CDT Bonds shall be more fully described in the Preliminary Official Statement, dated \_\_\_\_\_, 2012, relating to the Series 2012 CDT Bonds (the “Preliminary Official Statement”). Such Preliminary Official Statement as amended to delete preliminary language and reflect the final terms of the Series 2012 CDT Bonds (as amended and supplemented prior to the closing with such changes as shall be approved by the Finance Director) is herein referred to as the “Official Statement”.

The Underwriters agree to make a bona fide public offering of the Series 2012 CDT Bonds, solely pursuant to the Official Statement, at the initial offering prices or yields set forth in the Official Statement, reserving, however, the right to change such initial offering prices or yields after the initial public offering as the Representative shall deem necessary in connection with the marketing of the Series 2012 CDT Bonds and to offer and sell the Series 2012 CDT Bonds to certain dealers (including dealers depositing the Series 2012 CDT Bonds into investment trusts) at concessions to be determined by the Representative. The Underwriters also reserve the right to over allot or effect transactions that stabilize or maintain the market prices of the Series 2012 CDT Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

(b) The Series 2012 CDT Bonds (i) are authorized pursuant to Article VIII, Section 1 of the Constitution of the State of Florida, Section 125.01, Florida Statutes, Section 159.11, Florida Statutes Chapter 166, Florida Statutes, Section 212.0305, Florida Statutes, Part VI, Chapter 218, Florida Statutes, Section 29-60 through 29-63 of the County Charter, the Miami-Dade Home Rule Charter and other applicable provisions of law (collectively, the “Act”) and (ii) are being issued pursuant to Ordinance No. 97-210 enacted by the Board of County Commissioners of the County (the “Board”) on November 18, 1997, as amended by Ordinance NO. 05-99 enacted by the Board on May 17, 2005 (collectively, the “1997 Ordinance”), and Resolution No. \_\_\_\_\_ adopted by the Board on \_\_\_\_\_, 2012 (the “Series 2012 Resolution”). The 1997 Ordinance and the Series 2012 Resolution are collectively referred to as the “Bond Ordinance” in this Bond Purchase Agreement. The Series 2012 CDT Bonds shall be substantially in the form described in the Series 2012 Resolution, and in addition to the Bond Ordinance, shall be issued in compliance with the Act. The Underwriters have delivered to the County a disclosure letter containing the information required by Section 218.385, Florida Statutes, which letter is attached as Schedule II.

(c) The Series 2012A Bonds are being issued to refund all or a portion of the County’s outstanding Subordinate Special Obligation Refunding Bonds, Series 1997A (the “Series 1997A Bonds”). The Series 2012B Bonds are being issued to refund all or a portion of the County’s outstanding Subordinate Special Obligation Bonds, Series 1997B (the “Series 1997B Bonds”) and all or a portion of the County’s outstanding Subordinate Special Obligation

Bonds, Series 1997C (the "Series 1997C Bonds") and all or a portion of the County's outstanding Subordinate Special Obligation Bonds, Series 2005A (the "Series 2005A Bonds" or the "2005 Refunded Bonds"). The Series 1997A Bonds, the Series 1997B Bonds, and the Series 1997C Bonds (collectively, the "Series 1997 Bonds") and the Series 2005A Bonds (collectively, the "Outstanding 1997 and 2005A Bonds") were issued to finance various eligible capital projects and to refund special obligation bonds previously issued for such purposes.

(d) The County authorizes the Underwriters to use and distribute copies of the Official Statement and copies of the Bond Ordinance in connection with the public offering and sale of the Series 2012 CDT Bonds.

(e) The County consents to and ratifies the use by the Underwriters of the Preliminary Official Statement for purposes of marketing the Series 2012 CDT Bonds in connection with the original public offer, sale and distribution of the Series 2012 CDT Bonds by the Underwriters. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the Municipal Securities Rulemaking Board (the "MSRB") and as may be agreed by the County and the Senior Manager. The County hereby agrees to provide an electronic copy of the Official Statement to the Underwriters.

(f) The County shall deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement (dated the date of this Bond Purchase Agreement) relating to the Series 2012 CDT Bonds, and shall cause copies of the Official Statement, in sufficient quantity for the Underwriters to comply with Rule G-32 of the Municipal Securities Rulemaking Board and the Rule to be available to the Underwriters within seven (7) business days of the execution of this Bond Purchase Agreement (but in no event later than two (2) business days prior to the Closing Date) and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriters. Delivery of such copies of the Official Statement as provided above shall constitute the County's representation that such Official Statement is complete as of the date of its delivery. The County agrees to deliver to the Underwriters such reasonable quantities of the Preliminary Official Statement and Official Statement and such reasonable quantities of the Bond Ordinance as the Underwriters may request for use in connection with the offering and sale of the Series 2012 CDT Bonds. On or before the Closing Date, the Representative shall file, or cause to be filed, the Official Statement with the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access System.

## 2. Events Requiring Disclosure.

If, after the date of this Bond Purchase Agreement and during the Disclosure Period (as defined in Section 5(w) hereof), any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall notify the Underwriters thereof, and, if in the opinion of the County, in consultation with Disclosure Counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will at its own expense (unless such supplement or

amendment is required as a result of information previously provided by the Underwriters, then at the expense of the Underwriters) forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriters) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading.

3. Good Faith Deposit.

In connection with the execution of this Bond Purchase Agreement, the Representative, on behalf of the Underwriters, has delivered to the County a wire transfer credited to the order of the County in immediately available federal funds in the aggregate amount equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Good Faith Deposit"), which is being delivered to the County on account of the purchase price of the Series 2012 CDT Bonds and as security for the performance by the Underwriters of their obligation to accept and to pay for the Series 2012 CDT Bonds. If the County does not accept this offer, the Good Faith Deposit shall be immediately returned to the Representative by wire transfer credited to the order of the Representative in the amount of the Good Faith Deposit. In the event the Closing (as defined below) takes place, the amount of the Good Faith Deposit shall be credited against the purchase price of the Series 2012 CDT Bonds pursuant to Section 4 hereof. In the event of the County's failure to deliver the Series 2012 CDT Bonds at the Closing, or if the County shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement (unless such conditions are waived by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, the County shall immediately wire to the Representative in federal funds the amount of the Good Faith Deposit and such wire shall constitute a full release and discharge of all claims by the Underwriters against the County arising out of the transactions contemplated by this Bond Purchase Agreement. In the event that the Underwriters fail other than for a reason permitted under this Bond Purchase Agreement to accept and pay for the Series 2012 CDT Bonds upon their tender by the County at the Closing, the amount of the Good Faith Deposit shall be retained by the County and such retention shall represent full liquidated damages and not a penalty, for such failure and for any and all defaults on the part of the Underwriters and the retention of such funds shall constitute a full release and discharge of all claims, rights and damages for such failure and for any and all such defaults. It is understood by both the County and the Underwriters that actual damages in the circumstances as described in the preceding sentence may be difficult or impossible to compute; therefore, the funds represented by the Good Faith Deposit are a reasonable estimate of the liquidated damages in this type of situation.

4. Closing.

The Closing will occur before 1:00 p.m., Eastern Standard Time, on \_\_\_\_\_ or at such other time or on such earlier or later date as shall have been mutually agreed upon by the County and the Representative. Prior to the Closing, the County shall deliver the Series 2012 CDT Bonds in definitive form to the Underwriters, through the facilities of The Depository Trust

Company utilizing the DTC Fast system of registration, bearing CUSIP numbers and duly executed and authenticated. The County has provided DTC with its executed blanket issuer letter of representations. The Representative, on behalf of the Underwriters, will accept such delivery and pay the purchase price of the Series 2012 CDT Bonds less the amount of the Good Faith Deposit by delivering to the County a wire transfer credited to the order of the County in immediately available federal funds. Payment for and delivery of the Series 2012 CDT Bonds shall be made at such place as the County may designate in writing pursuant to the Bond Ordinance. Such payment and delivery is called the "Closing" and the date of the Closing is called the "Closing Date."

5. Representations, Warranties and Covenants of the County.

The County, by its acceptance of this Bond Purchase Agreement, represents, warrants and covenants to each of the Underwriters as of the date of this Bond Purchase Agreement that:

(a) The County is, and will be on the Closing Date, a political subdivision of the State of Florida (the "State") duly created and validly existing under the Constitution and laws of the State;

(b) The Board has full legal right, power and authority to enact the 1997 Ordinance and the Series 2012 Ordinance and adopt the Series 2012 Resolution. The County has full legal right, power and authority to: (i) to execute and deliver this Bond Purchase Agreement and deliver the Official Statement; (ii) issue, sell, execute and deliver the Series 2012 CDT Bonds to the Underwriters, as provided in this Bond Purchase Agreement; (iii) secure the Series 2012 CDT Bonds in the manner contemplated by the Bond Ordinance; and (iv) carry out and consummate all other transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made concerning compliance with the federal securities laws or the securities or Blue Sky laws or the legality for investment under the laws of the various states;

(c) The County has the full right, power and authority to pledge the Pledged Funds pledged under the Bond Ordinance and described in the Official Statement for the payment of the Series 2012 CDT Bonds;

(d) The Board has duly enacted the 1997 Ordinance and the Series 2012 Ordinance and adopted the Series 2012 Resolution and has duly authorized or ratified: (i) the execution, delivery and performance of this Bond Purchase Agreement and the issuance, sale, execution and delivery of the Series 2012 CDT Bonds; (ii) the delivery, use and distribution of the Preliminary Official Statement and the use and distribution and delivery of the Official Statement; and (iii) the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or securities or Blue Sky laws or the legality of the Series 2012 CDT Bonds for investment under the laws of the various states;

(e) This Bond Purchase Agreement, when executed and delivered by the parties, and the Bond Ordinance constitute the legal, valid and binding obligations of the County enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases;

(f) When paid for by the Underwriters at Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2012 CDT Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the County enforceable in accordance with their terms and the terms of the Series 2012 Resolution, except as may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases;

(g) The Bond Ordinance creates a valid pledge of, and lien and charge upon, the Pledged Funds to the extent set forth in the Bond Ordinance;

(h) At Closing, all approvals, consents and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2012 CDT Bonds or the execution and delivery of or the performance by the County of its obligations under this Bond Purchase Agreement, the Series 2012 CDT Bonds, the Series 2012 Resolution will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states or the legality of the Series 2012 CDT Bonds for investment under the laws of the various states;

(i) Except as may be described in the Official Statement, the County is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America relating to the County (as defined in the Official Statement), or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the execution and delivery of this Bond Purchase Agreement, the Series 2012 CDT Bonds, and the adoption of the Series 2012 Resolution and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach or violation of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or is otherwise subject;

(j) The financial and statistical information contained in the Official Statement fairly present the financial position and results of operations of the County, as of the dates and for the periods set forth in such financial statements and statistical information in accordance with generally accepted accounting principles applied consistently;

(k) Except as otherwise described in the Official Statement, there has been no material adverse change since \_\_\_\_\_ in the results of operations or financial condition of the County other than changes in the ordinary course of business;

(l) Between the time of execution of this Bond Purchase Agreement by the County and Closing, the County will not execute or issue any indebtedness secured by the Pledged Funds superior to or on a parity with the Series 2012 CDT Bonds;

(m) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters, at the Underwriters' expense, as the Representative may reasonably request to qualify the Series 2012 CDT Bonds for offer and sale and to determine the eligibility of the Series 2012 CDT Bonds for investment under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Representative may designate, provided that the County shall not be required to file a general consent to service of process or qualify to do business in any jurisdiction or become subject to service of process in any jurisdiction in which the County is not now subject to such service. It is understood that the County is not responsible for compliance with or the consequences of failure to comply with applicable Blue Sky or other securities laws and regulations or the legality of the Series 2012 CDT Bonds for investment under the laws of the various states or for the cost of Blue Sky filing fees, if any;

(n) To the best of the County's knowledge and belief, other than as described in the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body pending, or, to the best knowledge of the County, threatened against or affecting the County or the Board: (i) to restrain or enjoin the issuance or delivery of any of the Series 2012 CDT Bonds or the collection of revenues pledged under the Bond Ordinance; (ii) in any way contesting or affecting: (1) the authority for the issuance of the Series 2012 CDT Bonds; (2) the validity or enforceability of the Series 2012 CDT Bonds, the Bond Ordinance, the Pledged Funds and this Bond Purchase Agreement; or (3) the power of the Board to enact or adopt, as applicable, the Bond Ordinance, or power of the County to execute and deliver the Series 2012 CDT Bonds and this Bond Purchase Agreement, or to consummate the transactions relating to the County contemplated by the Bond Ordinance and this Bond Purchase Agreement; (iii) in any way contesting the existence or powers of the County or the Board or the title to office of any member of the Board; or (iv) in any way contesting the completeness, accuracy or fairness of the Official Statement;

(o) The County will not knowingly take or omit to take any action, which action or omission would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2012 CDT Bonds under the Internal Revenue Code of 1986, as amended;

(p) To the best of the County's knowledge, since December 31, 1975, the County has not been in default in the payment of principal or interest on, any direct County indebtedness or other obligations in the nature of direct County indebtedness which it has issued, assumed or guaranteed as to payment of principal or interest, the County has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrances on the

revenues or other assets, properties, funds or interests, if any, pledged pursuant to the Series 2012 Resolution, other than as described in the Official Statement.

(q) Any certificate signed by any official of the County and delivered to the Underwriters in connection with the issuance, sale and delivery of the Series 2012 CDT Bonds shall be deemed to be a representation and warranty by the County to each of the Underwriters as to the statements made in such certificate;

(r) The description of the Series 2012 CDT Bonds in the Official Statement conforms in all material respects to the Series 2012 CDT Bonds;

(s) The County will apply the proceeds of the Series 2012 CDT Bonds in accordance with the Bond Ordinance and as contemplated by the Official Statement;

(t) Neither the County nor anyone authorized to act on its behalf, directly or indirectly, has offered the Series 2012 CDT Bonds for sale to, or solicited any offer to buy, the Series 2012 CDT Bonds from anyone other than the Underwriters;

(u) All proceedings of the Board relating to the enactment or adoption, as applicable, of the Bond Ordinance, the approval of this Bond Purchase Agreement and the Official Statement and the approval and authorization of the issuance and sale of the Series 2012 CDT Bonds were, or will be prior to Closing, conducted at duly convened meetings of the Board with respect to which all required notices were duly given to the public, at which quorums were at all material times present and no authority or proceeding for the issuance of the Series 2012 CDT Bonds has been or will be repealed, rescinded, or revoked;

(v) The County acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the County and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents, municipal advisors, financial advisors or fiduciaries to the County, (iii) the Underwriters have not assumed an agency, advisory or fiduciary responsibility in favor of the County with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the County on other matters) and the Underwriters have no obligation to the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the County has consulted with its own legal, financial and/or municipal, accounting and other advisors to the extent it has deemed appropriate, and (v) the Underwriters have financial and other interests that differ from those of the County;

(w) (i) For the purposes of this Bond Purchase Agreement, the term "End of the Underwriting Period" shall mean the later of (1) the Closing, or (2) upon notice as described in subsection (aa) below, the time at which the Underwriters do not retain an unsold balance of the Series 2012 CDT Bonds for sale to the public;

(ii) The Preliminary Official Statement and the Official Statement and any amendments or supplements to each (including any financial and statistical data included in each) will at all times prior to and including the Closing Date and prior to the End of the Underwriting Period be true, correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading;

(x) Prior to the execution of this Bond Purchase Agreement, the County delivered to the Underwriters copies of the Preliminary Official Statement which the County deemed final for purposes of the Rule as of the date of the Preliminary Official Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings, insurers and other terms of the Series 2012 CDT Bonds depending on such matters;

(y) If the Official Statement is supplemented or amended pursuant to Section 2 of this Bond Purchase Agreement, or otherwise by the County, at the time of each supplement or amendment to the Official Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Bond Purchase Agreement) at all times prior to the End of the Underwriting Period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(z) Unless otherwise notified in writing by the Underwriters on or prior to the Closing Date, the End of the Underwriting Period for the Series 2012 CDT Bonds for all purposes of Section 2 above and Section 5(x)(i) above, is the Closing Date. In the event such notice is given in writing by the Underwriters, the Underwriters agree to notify the County in writing following the occurrence of the End of the Underwriting Period for the Series 2012 CDT Bonds, provided that such period shall not extend beyond thirty (30) days following the Closing Date;

(aa) The County will comply with the continuing disclosure commitment set out in the Series 2012 Resolution including: (i) certain annual financial information and operating data (the "Annual Information") for the period specified in the Series 2012 Resolution; (ii) timely notice of the occurrence of certain events with respect to the Series 2012 CDT Bonds; and (iii) timely notice of the County's inability to provide the Annual Information on or before the date specified in the Series 2012 Resolution;

(bb) The County has complied in all material respects with any and all continuing disclosure commitments heretofore made by the County for the past five Fiscal Years and will comply in the future; and

## 6. Conditions of Closing.

The Underwriters have entered into this Bond Purchase Agreement in reliance on the representations, warranties and covenants of the County. The obligations of the Underwriters shall be subject to the performance by the County of its obligations to be performed at or prior to the Closing, to the accuracy of and compliance with the representations, warranties and covenants of the County, in each such case as of the time of delivery of this Bond Purchase Agreement and as of the Closing, and are also subject, in the discretion of the Representative, to the following further conditions:

(a) At Closing: (i) the Bond Ordinance shall be in full force and effect and shall not have been repealed, or amended in any material way since the date of this Bond Purchase Agreement unless agreed to by the Representative; (ii) this Bond Purchase Agreement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative, and the County shall have executed each of them; (iii) the County shall have taken all action and performed all of its obligations as shall, in the opinions of Squire, Sanders (US) L.L.P. and D. Seaton and Associates (collectively, "Bond Counsel"), Hunton & Williams and Law Offices Thomas H. Williams, Jr., P.L., (collectively, "Disclosure Counsel"), or Broad and Cassel ("Counsel to the Underwriters"), be necessary in connection with the transactions contemplated by the Bond Ordinance, the Series 2012 CDT Bonds and this Bond Purchase Agreement; (iv) the Series 2012 CDT Bonds shall have been duly authorized, executed and delivered; and (v) the Official Statement shall not have been amended, modified or supplemented, except as provided in Section 2 of this Bond Purchase Agreement;

(b) At or prior to the Closing Date, the Underwriters shall have received the following:

(i) The opinion of the Office of the Miami-Dade County Attorney dated the Closing Date, addressed to the Representative and in a form acceptable to the Representative;

(ii) The final approving opinions of Bond Counsel, dated the Closing Date in substantially the form attached to the Official Statement as Appendix "\_\_\_";

(iii) The opinion of Counsel to the Underwriters covering such matters as the Representative may reasonably request;

(iv) The opinion of Disclosure Counsel addressed to the Representative and in substantially the form attached to the Official Statement as Appendix "E";

(v) The supplemental opinions of Bond Counsel, dated the Closing Date and addressed to the Representative, in a form acceptable to the Representative and the County; and

(vi) An executed copy of this Bond Purchase Agreement.

(c) At Closing, the Underwriters shall receive a certificate, dated the Closing Date signed by the Finance Director to the effect that, to the best of her knowledge, information

and belief: (i) the representations and warranties of the County contained in this Bond Purchase Agreement are true and correct in all material respects as of the Closing Date as if made on the Closing Date, (ii) the County has performed all obligations to be performed under this Bond Purchase Agreement as of the Closing Date, (iii) all approvals, consents and orders of and filings with any governmental authority or agency, if any, which would constitute a condition precedent to the issuance of the Series 2012 CDT Bonds or the execution and delivery of or the performance by the County of its obligations under this Bond Purchase Agreement, the Series 2012 CDT Bonds, or the Bond Ordinance have been obtained or made and any consents, approvals and orders so received or filings so made are in full force and effect; provided, however, that no representation or authorization is made concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states or the legality of the Series 2012 CDT Bonds for investment under the laws of the various states, and (iv) the information in the Official Statement with respect to the Pledged Funds is true, correct and complete in all material respects and does not contain any untrue statements of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(e) At Closing, the Underwriters shall receive a copy of the Bond Ordinance certified by the Ex-Officio Clerk or Deputy Clerk of the Board as a true and correct copy of the originals, as currently in full force and effect and as not having been otherwise amended since its enactment and adoption, as the case may be, except as provided in this Bond Purchase Agreement;

(f) At Closing, the Underwriters shall receive letters from Standard & Poor's Rating Services ("S&P"), Moody's Investors Service, Inc. ("Moody's"), and Fitch Ratings ("Fitch") confirming that they have rated the Series 2012 CDT Bonds "\_\_\_" "\_\_\_\_" and "\_\_\_" respectively, and that such ratings are in effect on the Closing Date;

(g) At Closing, the Underwriters shall receive a certificate from the Bond Registrar and Paying Agent, dated the Closing Date to the effect that: (i) the Bond Registrar and Paying Agent is U.S. Bank National Association, and is authorized to do business in the State; (ii) the Bond Registrar and Paying Agent has duly accepted its duties under the Bond Ordinance; and (iii) the Bond Registrar and Paying Agent has taken all necessary corporate actions required to act in its role as Bond Registrar and Paying Agent under the Bond Ordinance to perform its duties under each;

(h) At Closing, the Underwriters will receive four copies of the Official Statement;

(i) Within a reasonable period after Closing, the Underwriters shall receive a transcript of the proceedings relating to the authorization and issuance of the Series 2012 CDT Bonds that shall include certified or executed copies of the Bond Ordinance and this Bond Purchase Agreement;

(j) At Closing, the Underwriters shall receive evidence of compliance with the requirements of the 1997 Ordinance relating to the issuance of Refunding Bonds as required by Section 209 of the 1997 Ordinance; and

(k) At Closing, the Underwriters shall receive such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the exclusion from income, for federal income tax purposes, of the interest on the Series 2012 CDT Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel) and other evidence as the Representative, Bond Counsel or Counsel to the Underwriters may reasonably deem necessary;

(l) At Closing, the Underwriters shall receive evidence satisfactory to the Underwriters that the Bond Insurer has issued a policy of insurance guaranteeing the timely payment of principal of and interest on the Insured Series 2012 CDT Bonds (the "Bond Policy");]

(m) At Closing, the Underwriters shall receive an opinion from the Bond Insurers' counsel, addressed to the Underwriters and the County, in form and substance satisfactory to the Underwriters, as to the enforceability of the Bond Policy; and]

(n) At Closing, the Underwriters shall receive an opinion from the Bond Insurers' counsel, addressed to the Underwriters and the County, concerning the information relating to the Bond Insurer contained in the Official Statement, in form and substance satisfactory to the Underwriters.]

The foregoing opinions, certificates and other evidence shall be in form and substance satisfactory to the Representative, including but not limited to, any certifications contained in any omnibus certificate delivered by the County in connection with the Closing.

If the County fails to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if any representation or covenant of the County is false or breached in any material respect, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the County shall be under any further obligation or liability to the other, except as provided in Section 8 and except that the Good Faith Deposit shall be returned to the Representative by the County as provided in Section 3.

#### 7. Termination of Bond Purchase Agreement.

The Representative may terminate this Bond Purchase Agreement, in its absolute discretion, without liability, by written notification to the County, if at any time subsequent to the date of this Bond Purchase Agreement and prior to the Closing:

(a) The marketability of the Series 2012 CDT Bonds, in the reasonable opinion of the Representative, has been materially adversely affected by an amendment to the

Constitution of the United States of America or by any legislation (other than any actions taken by either House of Congress on or prior to the date of this Bond Purchase Agreement): (i) enacted or adopted by the United States of America; (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States of America, the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States of America or the Internal Revenue Service; or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States of America or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or any other authority or regulatory body of the United States of America, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States of America, or any comparable legislative, judicial or administrative development affecting the federal tax status of the County, its property or income, obligations of the general character of the Series 2012 CDT Bonds, or any tax exemption of the Series 2012 CDT Bonds; or

(b) Any legislation, rule, or regulation shall be introduced in, or be enacted or adopted by any department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Representative, materially affects the market for the Series 2012 CDT Bonds or the sale, at the contemplated offering prices stated in this Bond Purchase Agreement, by the Underwriters of the Series 2012 CDT Bonds to be purchased by them; or

(c) Any amendment or supplement to the Official Statement is proposed by the County or deemed necessary by Bond Counsel or Disclosure Counsel which, in the reasonable opinion of the Representative, materially adversely affects the market for the Series 2012 CDT Bonds or the sale, at the prices stated in this Bond Purchase Agreement, by the Underwriters of the Series 2012 CDT Bonds; or

(d) Legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Series 2012 CDT Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Ordinance to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(e) Legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter of the Series 2012 CDT Bonds shall have been proposed, issued or made (which is beyond the control

of the Representative or the County to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2012 CDT Bonds, including all the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2012 CDT Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2012 CDT Bonds, as contemplated by this Bond Purchase Agreement; or

(f) There shall have occurred, after the signing of this Bond Purchase Agreement, either a financial crisis or a default with respect to the debt obligations of the County, or proceedings under the federal or State bankruptcy laws shall have been instituted by the County, in either case the effect of which in the reasonable judgment of the Representative, is such as to materially and adversely affect: (i) the market price or the sale at the contemplated offering prices as stated in this Bond Purchase Agreement, by the Underwriters of the Series 2012 CDT Bonds or (ii) the ability of the Underwriters to enforce contracts for the sale of the Series 2012 CDT Bonds; or

(g) A general banking moratorium shall have been declared by the United States of America, New York or State authorities, which in the reasonable opinion of the Representative, materially adversely affects the market for the Series 2012 CDT Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2012 CDT Bonds; or

(h) Any national securities exchange, or any governmental authority, shall impose as to the Series 2012 CDT Bonds or any obligation of the general character of the Series 2012 CDT Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange; or

(i) Other than with respect to the litigation described in the Official Statement, legal action shall have been filed against the County from which an adverse ruling would materially adversely affect the transactions contemplated by this Bond Purchase Agreement or by the Official Statement or the validity of the Series 2012 CDT Bonds, the Bond Ordinance or this Bond Purchase Agreement; provided, however, that as to any such litigation, the County may request and the Representative may accept an opinion by Bond Counsel, or of other counsel acceptable to the Representative, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiff are without merit; or

(j) Trading in any securities of the County shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Commission against the County; or a general suspension of trading on the New York Stock Exchange or the American Stock Exchange or other national securities exchange the effect of

which, in the opinion of the Representative, is to affect materially and adversely the market prices of the Series 2012 CDT Bonds; or

(k) Any information shall have become known or an event shall have occurred which, in the Representative's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement, as that information has been supplemented or amended, or causes the Official Statement, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required or necessary to be stated in the Official Statement in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the County, (i) the County fails to promptly amend or supplement the Official Statement in a manner which is reasonably acceptable in form and content to the Representative or (ii) the County agrees to the proposed amendment and such disclosed information or event in the reasonable opinion of the Representative (upon due inquiry by the Representative and the County's Financial Advisor as to the effect such information or event has on the market price of the Series 2012 CDT Bonds or their sale at the prices stated in this Bond Purchase Agreement), materially adversely affects the market price for the Series 2012 CDT Bonds or their sale, at the prices stated in this Bond Purchase Agreement, and the County's Financial Advisor concurs in such conclusion; or

(l) There shall have occurred an outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis which, in the reasonable opinion of the Representative, would have a material adverse affect on the market price of the Series 2012 CDT Bonds or their sale at the prices stated in this Bond Purchase Agreement; or

(m) There shall have been a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Services, Inc. ("Moody's"), Standard & Poor's ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by the Issuer, or there shall have been any Official Statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the County, including the Series 2012 CDT Bonds.

#### 8. Expenses.

(a) The County agrees to pay all expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Bond Purchase Agreement) of copies of the Preliminary Official Statement and Official Statement; (ii) charges made by rating agencies for the rating of the Series 2012 CDT Bonds; (iii) the fees and charges of the Bond Registrar and Paying Agent; (iv) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor and of any other experts or consultants retained by the County; (v) the cost of any consent letters, statements or certificates delivered by the County's accountants or consultants; and (vi) any other cost incidental to the issuance of the Series 2012 CDT Bonds except as described in (b) below.

(b) The Underwriters shall pay all expenses incident to their performance, including, but not limited to: (i) the cost of delivering the Series 2012 CDT Bonds from New York, New York, to the purchasers; (ii) the fees and disbursements of Counsel to the Underwriters; and (iii) all other expenses incurred by them or any of them in connection with their offering and distribution of the Series 2012 CDT Bonds, including the preparation, printing and separate distribution, if any, of the Blue Sky memoranda and legal investment surveys, if any, and the cost of Blue Sky filing fees, if any.

(c) In the event either the County or the Underwriters shall have paid obligations of the other as set forth in this Section, appropriate reimbursements and adjustments shall be made.

9. Truth in Bonding Statement.

The proceeds of the Series 2012 CDT Bonds will be used to refund certain Special Obligation Bonds previously issued by the County.

The debt or obligation created by the Series 2012 CDT Bonds is expected to be repaid over a period of approximately \_\_\_\_\_ years. At a true interest cost (TIC) of \_\_\_\_\_%, the total interest paid over the life of the debt obligation will be \$ \_\_\_\_\_ for the Series 2012 CDT Bonds.

The source of repayment or security for this proposal to issue the Series 2012 CDT Bonds is exclusively limited to the Pledged Funds. Authorizing this debt or obligation will result in an average of \$ \_\_\_\_\_ of the Pledged Funds not being available to the County each year to finance other services of the County for the approximate \_\_\_ year period that the Series 2012 CDT Bonds are amortized.

10. Public Entity Crimes.

The Representative represents that it, including its employees, officers, directors, executives, partners, shareholders, or agents who are active in the management of the entity, have not been charged with and convicted of a public entities crime pursuant to Section 287.133, Florida Statutes.

11. Miscellaneous.

(a) All notices, demands and formal actions shall be in writing and mailed, telegraphed, or delivered to:

The Underwriters:  
Citigroup Global Markets Inc.,  
on behalf of itself and the Underwriters  
200 South Orange Avenue, Suite 2170  
Orlando, FL 32801  
Attention: Michael Baldwin

The County:  
Miami-Dade County, Florida  
Stephen P. Clark Center  
111 N.W. First Street, Suite 2550  
Miami, Florida 33128-1995  
Attention: Finance Director

with a copy to:  
Miami-Dade County, Florida  
Stephen P. Clark Center  
111 N.W. First Street, Suite 2810  
Miami, Florida 33128-1995  
Attention: County Attorney

(or such other addresses as may be designated in writing to the other party).

(b) This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any of the Series 2012 CDT Bonds from the Underwriters merely because of such purchase.

(c) All the representations, warranties, covenants and agreements of the County in this Bond Purchase Agreement shall remain operative and in full force and effect as if made on the date of this Bond Purchase Agreement and the Closing Date, regardless of (i) any investigation made by or on behalf of any of the Underwriters, or (ii) delivery of and any payment for the Series 2012 CDT Bonds.

(d) The agreements contained in Sections 3 and 8 shall survive any termination of this Bond Purchase Agreement.

(e) Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

(f) If any provisions of this Bond Purchase Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances, or of rendering any other provisions or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(g) This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

*[Text continues on following page]*

(i) This Bond Purchase Agreement shall become effective upon the execution by the appropriate County officials of the acceptance of this Bond Purchase Agreement by the County and shall be valid and enforceable at the time of such acceptance.

**CITIGROUP GLOBAL MARKETS INC.,**  
on behalf of itself and the Underwriters

---

By: Michael Baldwin  
Title: Director

Accepted as of the date first above written:

**MIAMI-DADE COUNTY, FLORIDA**

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Name: Edward Marquez  
Title: Deputy Mayor

Approved as to form and legal sufficiency:

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Name: Gerry Heffernan  
Title: Assistant County Attorney

**SCHEDULE I**

**BOND TERMS**

[Insert Redemption Provisions Here]

**SCHEDULE II**

**DISCLOSURE LETTER**

Board of County Commissioners of  
Miami-Dade County, Florida  
111 Northwest First Street  
Miami, Florida 33128-1995

**Miami-Dade County, Florida**

\$ \_\_\_\_\_  
Subordinate Special Obligation  
Refunding Bonds  
Series 2012A

\$ \_\_\_\_\_  
Subordinate Special Obligation  
Refunding Bonds  
Series 2012B

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and in reference to the issuance of \$ \_\_\_\_\_ original principal amount Subordinate Special Obligation Refunding Bonds, Series 2012A and \$ \_\_\_\_\_ original principal amount Subordinate Special Obligation Refunding Bonds Series 2012B (the "Series 2012 CDT Bonds"), Citigroup Global Markets Inc., (the "Representative"), acting on behalf of itself and Blaylock Robert Van, LLC; M.R. Beal & Company; RBC Capital Markets; Wells Fargo Securities, LLC; Cabrera Capital Markets; Estrada Hinojosa & Company; Loop Capital Markets; Rice Financial Products Company and Siebert Brandford Shank & Co., (collectively with the Representative, the "Underwriters") as named in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated \_\_\_\_\_ by and among the Underwriters and Miami-Dade County, Florida (the "County"), makes the following disclosures to the County.

The Underwriters are acting as underwriters to the County for the public offering of the Series 2012 CDT Bonds issued in the aggregate original principal amount of \$ \_\_\_\_\_ and \$ \_\_\_\_\_. The underwriters' discount to be paid to the Underwriters for the Series 2012 CDT Bonds is \$ \_\_\_\_\_.

1. Expenses estimated to be incurred by the Underwriters in connection with the issuance of the Series 2012 CDT Bonds:

	<u>\$/1000</u>	<u>Dollar Amount</u>
<u>Underwriter's Counsel Fee</u>		
<u>SIFMA Fee</u>		
<u>CUSIP Fee</u>		
<u>DTC Fee</u>		
<u>Dayloan Fee</u>		
<u>DALCOMP Fee</u>		
<u>Out of Pocket</u>		
<b><u>TOTAL</u></b>		<b>\$</b>

2. Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, an underwriter, bank, banker or financial consultant or advisor and who enters into an understanding with either the County or the Underwriters, directly, expressly or impliedly, to act solely as an intermediary between the County and the Underwriters for the purpose of influencing any transaction in the purchase of the Series 2012 CDT Bonds:

None

3. The amount of underwriting spread expected to be realized:

	<u>Dollar Amount</u>	<u>Per Bond</u>
<u>Average Takedown</u>		
<u>Expenses</u>		
<u>Total</u>		

4. Any other fee, bonus and other compensation estimated to be paid by the Underwriters in connection with the Series 2012 CDT Bonds to any person not regularly employed or retained by the Underwriters:

None

5. The name and address of the Underwriters connected with the Series 2012 CDT Bonds:

See attached list

Very truly yours,

**Citigroup Global Markets Inc.**

By: \_\_\_\_\_  
 Name: Michael Baldwin  
 Title: Director

## NAMES AND ADDRESSES OF THE UNDERWRITERS

### Representative

Citigroup Global Markets Inc.  
200 South Orange Avenue, Suite 2170  
Orlando, Florida 32801

### Co- Managers

Blaylock Robert Van, LLC  
600 Lexington Avenue, 3<sup>rd</sup> Floor  
New York, New York 10022

Rice Financial Products Company  
801 Brickell Avenue  
Miami, Florida 33131

RBC Capital Markets  
3 World Financial Center  
200 Vesey St. 12<sup>th</sup> Floor  
New York, New York 10281

Wells Fargo Securities, LLC  
2363 Gulf-to-Bay Boulevard  
Clearwater, Florida 33765

Cabrera Capital Markets, LLC  
650 Fifth Avenue, 21<sup>st</sup> Floor  
New York, New York 10019

M.R. Beal & Company  
110 Wall Street, 6th Fl  
New York, NY 10005

Estrada Hinojosa & Company, Inc.  
201 S. Biscayne Blvd., Suite 2826  
Miami, Florida 33131

Loop Capital Markets, LLC  
121 South Orange Street,  
Suite 1500, North Tower  
Orlando, Florida 32801

Siebert Brandford Shank & Co.  
1625 K Street, NW, Suite 330  
Washington, DC 20006

**EXHIBIT A**  
**OFFICIAL STATEMENT**

Meeting of October 2, 2012

Miami-Dade County Board of County Commissioners

Agenda Item Number 14A2

Exhibit "D" to Series Resolution

Escrow Deposit Agreement(s)

DSA DRAFT #6  
10/1/12

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MIAMI-DADE COUNTY, FLORIDA

and

---

as Escrow Agent

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ESCROW DEPOSIT AGREEMENT

Relating to

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION REFUNDING BONDS,  
SERIES 1997A

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DATED AS OF \_\_\_\_\_, 2012

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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Agreement") made and entered into as of \_\_\_\_\_, 2012, by and between MIAMI-DADE COUNTY, FLORIDA (the "County") and \_\_\_\_\_, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the County has heretofore issued its \$86,570,856.20 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series 1997A, of which \$ \_\_\_\_\_ Compounded Amount as of \_\_\_\_\_, 2012 are currently Outstanding (such outstanding bonds referred to collectively as the "Outstanding Bonds"), all pursuant to the provisions of Ordinance No. 97-210, enacted by the Board of County Commissioners of Miami-Dade County (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"); and

WHEREAS, the County desires to refund, defease and redeem the Outstanding Bonds more particularly described in Schedule A attached hereto and made a part hereof (the "Refunded Bonds"); and

WHEREAS, the County has issued its \$ \_\_\_\_\_ aggregate principal amount Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series 2012A (the "Bonds"), pursuant to the provisions of the 1997 Ordinance and Resolution No. R- \_\_\_\_\_ adopted by the Board on \_\_\_\_\_, 2012 (together with the 1997 Ordinance, the "Bond Ordinance"), a portion of the proceeds of which Bonds is to be deposited with the Escrow Agent, together with any other available moneys, to provide for the refunding, defeasance and redemption of the Refunded Bonds; and

WHEREAS, a portion of the proceeds of the Bonds and other available moneys deposited with the Escrow Agent will be applied to the purchase of Defeasance Obligations (as such term is defined in this Agreement), which will mature and produce investment income and earnings at such time and in such amount, as will be sufficient, together with the remaining portion of the proceeds of the Bonds and other available moneys deposited with the Escrow Agent remaining uninvested, to pay on their redemption date, 102% of the Compounded Amount of the Refunded Bonds as more specifically set forth herein; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Defeasance Obligations purchased therewith, and investment income and earnings derived therefrom to the payment of the Refunded Bonds, it is necessary for the County to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the County and the Escrow Agent, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of 102% of the Compounded Amount of the Refunded Bonds according to their tenor and effect, do hereby agree as follows:

ARTICLE I

CREATION AND CONVEYANCE OF TRUST ESTATE

Section 1.01. Creation and Conveyance of Trust Estate. The County hereby grants, warrants, remises, releases, conveys, assigns, transfers, aliens, pledges, sets over and confirms unto the Escrow Agent and to its successors in the trust hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to (i) \$\_\_\_\_\_ in moneys deposited directly with the Escrow Agent and derived from the proceeds of the Bonds upon issuance and delivery of the Bonds and execution of and delivery of this Agreement, and (ii) \$\_\_\_\_\_ withdrawn from the Debt Service Fund established under the 1997 Ordinance and deposited into the Escrow Deposit Trust Fund established under this Agreement (the "Other Moneys").

DIVISION II

All right, title and interest in and to the Defesance Obligations described in Schedule B attached hereto and made a part hereof, together with the income and earnings thereon.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the County, or by anyone on behalf of the County to the Escrow Agent for the benefit of the Refunded Bonds.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the County, or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the sole benefit and security of the holders from time to time of the Refunded Bonds, but if the principal of and the redemption premium and interest on all of the Refunded Bonds shall be fully and promptly paid when due, in accordance with the terms thereof and of this Agreement, then this Agreement shall be and become void and of no further force and effect except as otherwise provided herein; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Bond Ordinance.

"Defeasance Obligations" shall mean Governmental Obligations as defined in the 1997 Ordinance.

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I, II, III and IV in Article I above.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE III

ESTABLISHMENT OF ESCROW DEPOSIT TRUST FUND;  
FLOW OF FUNDS

Section 3.01. Creation of Escrow Deposit Trust Fund and Deposit of Moneys. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated "Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series 1997A Escrow Deposit Trust Fund" (the "Escrow Deposit Trust Fund"), to be held by the Escrow Agent for the sole benefit of the holders of the Refunded Bonds and accounted for separate and apart from the other funds of the County and, to the extent required by law, of the Escrow Agent.

Concurrently with the delivery of this Agreement, the County herewith causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available moneys for deposit in the Escrow Deposit Trust Fund in the amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ from the proceeds of the Bonds and \$ \_\_\_\_\_ in Other Moneys, \$ \_\_\_\_\_ of which when invested in Defeasance Obligations will, together with \$ \_\_\_\_\_ of which to be held uninvested, provide moneys sufficient to pay 102% of the Compounded Amount of the Refunded Bonds, on their redemption date, as more particularly described in Schedule C attached hereto and made a part hereof.

Section 3.02. Payment of Refunded Bonds. The Bond proceeds and the Other Moneys received by the Escrow Agent will be sufficient to purchase \$ \_\_\_\_\_ par amount of Defeasance Obligations, all as listed in Schedule B attached hereto and made a part hereof, which will mature in principal amounts and earn income at such times, all as described in Schedule B, so that sufficient moneys will be available to pay 102% of the Compounded Amount of the Refunded

Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Deposit Trust Fund are insufficient to make said payments of 102% of the Compounded Amount of the Refunded Bonds, the County shall cause to be deposited into the Escrow Deposit Trust Fund the amount of any deficiency immediately upon notice from the Escrow Agent.

Section 3.03. Irrevocable Trust Created. The deposit of moneys and Defeasance Obligations or other property hereunder in the Escrow Deposit Trust Fund shall constitute an irrevocable deposit of said moneys and Defeasance Obligations and other property hereunder for the sole benefit of the holders of the Refunded Bonds, subject to the provisions of this Agreement. The holders of the Refunded Bonds, subject to the provisions of this Agreement, shall have an express lien on all moneys and principal of and earnings on the Defeasance Obligations and other property in the Escrow Deposit Trust Fund. The moneys deposited in the Escrow Deposit Trust Fund and the matured principal of the Defeasance Obligations and other property hereunder and the interest thereon shall be held in trust by the Escrow Agent and applied to the payment of 102% of the Compounded Amount of the Refunded Bonds on their redemption date, as more specifically set forth in Schedule C hereto.

Section 3.04. Purchase of Defeasance Obligations. The Escrow Agent is hereby directed to immediately purchase the Defeasance Obligations listed on Schedule B as described in Sections 3.01 and 3.02 hereof. The Escrow Agent shall purchase the Defeasance Obligations solely from the proceeds of the Bonds and the Other Moneys deposited in the Escrow Deposit Trust Fund as provided in Sections 3.01 and 3.02 hereof. The Escrow Agent shall apply the moneys deposited in the Escrow Deposit Trust Fund and the Defeasance Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Defeasance Obligations held hereunder or to sell, transfer or otherwise dispose of the Defeasance Obligations held hereunder except as provided in this Agreement. The Escrow Agent is hereby directed not to invest \$ \_\_\_\_\_ [of the Other Moneys] deposited in the Escrow Deposit Trust Fund but to hold such amount uninvested and without liability for interest.

The County covenants to take no action in the investment, reinvestment or security of the Escrow Deposit Trust Fund in violation of this Agreement and recognizes that any such action in contravention of this Agreement might cause the Bonds or the Refunded Bonds to be classified as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code").

Section 3.05. Substitution of Certain Defeasance Obligations.

(a) If so directed in writing by the County on the date of delivery of this Agreement, the Escrow Agent shall accept in substitution for all or a portion of the Defeasance Obligations listed in Schedule B, Defeasance Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Defeasance Obligations listed in Schedule B for which no substitution is made and moneys held uninvested by the Escrow Agent, will be sufficient to pay 102% of the Compounded Amount of the Refunded Bonds as set forth in Schedule C hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the Defeasance Obligations listed in Schedule B may be effected only upon compliance with Section 3.05(b)(1) and (2) below.

(b) If so directed in writing by the County at any time during the term of this Agreement, the Escrow Agent shall sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Defeasance Obligations then held in the Escrow Deposit Trust Fund and shall substitute for such Defeasance Obligations other Defeasance Obligations, designated by the County, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition or redemption of or by the exchange of such Defeasance Obligations held in the Escrow Deposit Trust Fund, but only upon the receipt by the Escrow Agent of:

(1) an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds and the Bonds and is not inconsistent with this Agreement and the statutes and regulations applicable to the Refunded Bonds and the Bonds; and

(2) verification from an independent certified public accountant stating that the principal of and interest on the substituted Defeasance Obligations, together with any Defeasance Obligations and any uninvested moneys remaining in the Escrow Deposit Trust Fund will be sufficient, without reinvestment, to pay 102% of the Compounded Amount of the Refunded Bonds as set forth in Schedule C hereof.

Any moneys resulting from the sale, transfer, disposition or redemption of the Defeasance Obligations held hereunder and the substitution therefor of other Defeasance Obligations not required to be applied for the payment of 102% of such Compounded Amount of the Refunded Bonds (as shown in the verification report described in Section 3.05(b)(2) hereof delivered in connection with such substitution), shall be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance. Upon any such substitution of Defeasance Obligations pursuant to Section 3.05, Schedule B hereto shall be appropriately amended to reflect such substitution.

The Escrow Agent shall be under no duty to inquire whether the Defeasance Obligations as deposited in the Escrow Deposit Trust Fund are properly invested under the Code, except as specifically set forth in this Section 3.05, and provided further that the Escrow Agent may rely on all specific directions in this Agreement providing for the investment or reinvestment of the Escrow Deposit Trust Fund.

Section 3.06. Transfers from Escrow Deposit Trust Fund. As the principal of the Defeasance Obligations set forth in Schedule B shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the redemption date of the Refunded Bonds, as specified in Schedule C hereof, pay from the Escrow Deposit Trust Fund 102% of the Compounded Amount of the Refunded Bonds, as specified in Schedule C hereof. The Escrow Agent and \_\_\_\_\_, as Paying Agent for the Refunded Bonds (the "Paying Agent"), are hereby irrevocably instructed to call for redemption on \_\_\_\_\_, \_\_\_\_\_, the Refunded Bonds at a redemption price equal to 102% of the Compounded Amount of said Refunded Bonds all as provided in Schedule C hereof and in accordance with Article III of the 1997 Ordinance. The Escrow Agent and the Paying Agent shall perform their responsibilities in connection with the redemption of the Refunded Bonds, including the giving of notice of redemption as required under the 1997 Ordinance. A copy of the notice of

redemption shall be provided to National Public Finance Guarantee Corporation as successor to MBIA Insurance Corporation ("NPMFG").

Section 3.07. Investment of Certain Moneys Remaining in Escrow Deposit Trust Fund. Subject to the provisions of Section 3.04, the Escrow Agent shall invest and reinvest, at the written direction of the County, in Defeasance Obligations any moneys remaining from time to time in the Escrow Deposit Trust Fund until such time as they are needed. Such moneys shall be reinvested in such Defeasance Obligations for such periods, and at such interest rates, as the Escrow Agent shall be directed to invest in writing by the County, which periods and interest rates shall be set forth in an opinion from nationally recognized counsel in the field of law relating to municipal bonds to the County and to the Escrow Agent, which opinion shall also be to the effect that such reinvestment of such moneys in such Defeasance Obligations for such period and at such interest rates will not, under the statutes and regulations applicable to the Refunded Bonds and the Bonds, cause the interest on such Refunded Bonds or Bonds to be included in gross income for federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunded Bonds and the Bonds. Any interest income resulting from reinvestment of moneys pursuant to this Section 3.07 not required to be applied for the payment of 102% of the Compounded Amount of the Refunded Bonds shall, without further direction from the County, shall be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance.

Section 3.08. Escrow Deposit Trust Fund Constitutes Trust Fund. The Escrow Deposit Trust Fund created and established pursuant to this Agreement shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and, to the extent required by law, of the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

Section 3.09. Transfer of Funds After All Payments Required by this Agreement are Made. After payment of 102% of the Compounded Amount of the Refunded Bonds as provided in Schedule C have been made, all remaining moneys and securities, together with any income and interest thereon, in the Escrow Deposit Trust Fund shall, without further direction from the County, be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance; provided, however, that no such transfers (except transfers made in accordance with Sections 3.05 and 3.07 hereof) shall be made until all 102% of the Compounded Amount of the Refunded Bonds have been paid.

#### ARTICLE IV

#### CONCERNING THE ESCROW AGENT

Section 4.01. Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Defeasance Obligations and the earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, Defeasance Obligations and interest earnings therefrom to pay

the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement and the 1997 Ordinance, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. The rights, privileges, duties, and immunities of the Paying Agent (as defined in the 1997 Ordinance) under the 1997 Ordinance shall be applicable to the Escrow Agent under this Agreement and are hereby incorporated into this Agreement for such purpose.

The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Deposit Trust Fund for the payment of fees or expenses for the services rendered by the Escrow Agent under this Agreement.

Section 4.02. Permitted Acts. The Escrow Agent and its affiliates may become the owner of all or may deal in the Refunded Bonds as fully and with the same rights as if it were not the Escrow Agent.

Section 4.03. Payment to Escrow Agent. The County shall pay to the Escrow Agent compensation for all services rendered by it hereunder and also its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created, and the performance of its powers and duties hereunder, including, without limitation, all advances, counsel fees and other expenses reasonably made or incurred by the Escrow Agent in connection with such services, all in accordance with the fee proposal submitted by the Escrow Agent.

Section 4.04. Indemnification of Escrow Agent. The County shall, to the extent permitted by law solely from legally available Designated CDT Revenues (as defined in the 1997 Ordinance), indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its duties and the trusts established hereunder, except and unless such liabilities arise out of or result from the negligence or willful misconduct of the Escrow Agent. In no event, however, shall the Escrow Agent have any lien, security interest or right of set off whatsoever upon the moneys or investments in the Escrow Deposit Trust Fund.

Section 4.05. Resignation of Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than thirty (30) days advance written notice to the County and by causing notice thereof to be mailed at the expense of the Escrow Agent to each registered owner of the Refunded Bonds then outstanding, specifying the date when such resignation will take effect, at least once not less than thirty (30) days before such resignation is to take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds then outstanding or by the County or otherwise as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent, and the transfer to such successor Escrow Agent of the funds and accounts held by the Escrow Agent hereunder.

Section 4.06. Removal of Escrow Agent. (a) The Escrow Agent may be removed at any time if the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding file a request for removal in writing with the County, but the Escrow Agent shall remain in office until the appointment and taking office of a successor Escrow Agent in

accordance with the provisions of this Agreement. A copy of such request shall be delivered by the County to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any violation of this Agreement by a court of competent jurisdiction upon the application of the County or the holders of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent shall be deemed to have been removed if it is dissolved, becomes incapable of exercising the powers necessary to carry out its obligations hereunder or is taken over by any governmental action.

Section 4.07. Successor Escrow Agent. (a) When the position of the Escrow Agent becomes or is about to become vacant, the County shall appoint a successor Escrow Agent to fill such vacancy.

(b) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the County shall, or the holder of any of the Refunded Bonds then outstanding, or any Escrow Agent retiring or being removed from office may, apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Upon the deposit by the retiring or removed Escrow Agent of all funds and securities held by it under the provisions hereof into the registry of such court, such retiring or removed Escrow Agent shall be relieved of all future duties hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Amendments to this Agreement. This Agreement is made for the benefit of the holders from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of all such holders of the Refunded Bonds, the Escrow Agent and the County; provided, however, that the County and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement which shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

Section 5.02. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the County, or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement

shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.03. Agreement Binding. All the covenants, proposals and agreements in this Agreement contained by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5.04. Notices to Escrow Agent and County. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Escrow Agent or the County, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if personally delivered and receipted for, or if sent by registered or certified United States mail, return receipt requested, addressed as follows:

(a) As to the County -

Miami-Dade County, Florida  
c/o Finance Director's Office  
111 N.W. 1st Street  
Suite 2550  
Miami, Florida 33128-1995

(b) As to the Escrow Agent -

Any party hereto may, by notice sent to the other parties hereto, designate a different or additional address to which notices under this Agreement are to be sent.

Section 5.05. Notice of Defeasance. The County hereby irrevocably instructs the Escrow Agent to give the registered owners of the Refunded Bonds, Municipal Securities Rulemaking Board and NPMG, notice of the defeasance of the Refunded Bonds within thirty (30) days after the Defeasance Obligations shall have been deposited with the Escrow Agent. Such notice of defeasance shall be in substantially the form set forth in Schedule D attached hereto and made a part hereof.

Section 5.06. Termination. This Agreement shall terminate when all payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

Section 5.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.08. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers and its official seal or corporate seal, as the case may be, to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Edward Marquez  
Deputy Mayor/Finance Director

Approved as to form:

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
as Escrow Agent

(SEAL)

By: \_\_\_\_\_  
Vice President

SCHEDULE A

REFUNDED BONDS

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION REFUNDING BONDS,  
SERIES 1997A

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Compounded Amount at Maturity</u>
	\$	\$

SCHEDULE B

INVESTMENT OF BOND PROCEEDS  
AND OTHER MONEYS

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>
		\$	%

SCHEDULE C  
SCHEDULE OF PAYMENTS ON  
REFUNDED BONDS

[TO COME]

SCHEDULE D

NOTICE OF DEFEASANCE

Miami-Dade County, Florida  
Subordinate Special Obligation Refunding Bonds, Series 1997A  
Dated: December 18, 1997

[TO COME]

NOTICE IS HEREBY GIVEN that moneys have been deposited with \_\_\_\_\_, as Escrow Agent, for the payment of 102% of the Compounded Amount of the outstanding bonds identified above (collectively, the "Bonds"), and such moneys, except to the extent maintained in cash, have been invested in \_\_\_\_\_, as Paying Agent for the Bonds, and the Escrow Agent have been irrevocably instructed to call the Bonds for redemption prior to maturity, pursuant to their optional redemption provisions, on \_\_\_\_\_, at the redemption prices identified above.

The amount so deposited as aforesaid has been calculated to be adequate to pay 102% of the Compounded Amount of the Bonds on the redemption date described above. In accordance with Section 1001 of Ordinance No. 97-210 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"), the pledge of and lien on the Pledged Funds in favor of the Holders of the Bonds and all other liens in favor of such Holders under the 1997 Ordinance are no longer in effect.

\_\_\_\_\_  
as Escrow Agent

Dated: \_\_\_\_\_,

\* No representation is made as to the correctness of these CUSIP numbers either as printed on the Bonds or contained in this Notice.

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MIAMI-DADE COUNTY, FLORIDA

and

---

as Escrow Agent

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ESCROW DEPOSIT AGREEMENT

Relating to

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 1997B

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 1997C

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 2005A

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DATED AS OF \_\_\_\_\_, 2012

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ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Agreement") made and entered into as of \_\_\_\_\_, 2012, by and between MIAMI-DADE COUNTY, FLORIDA (the "County") and \_\_\_\_\_, as Escrow Agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the County has heretofore issued its (i) \$170,008,377.10 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997B (the "Series 1997B Bonds"), of which \$\_\_\_\_\_ principal amount (Compounded Amount as of \_\_\_\_\_, 2012 with respect to the Capital Appreciation Bonds) are currently Outstanding, (ii) \$41,961,440.05 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997C (the "Series 1997C Bonds" and, together with the Series 1997B Bonds the "1997 Refunded Bonds"), of which \$\_\_\_\_\_ Compounded Amount as of \_\_\_\_\_, 2012 are currently Outstanding, and (iii) \$138,608,939.55 original principal amount of Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 2005A (the "Series 2005A Bonds" or the "2005 Refunded Bonds"), of which \$\_\_\_\_\_ Compounded Amount as of \_\_\_\_\_, 2012 are currently Outstanding (such outstanding bonds referred to collectively as the "Outstanding Bonds"), all pursuant to the provisions of Ordinance No. 97-210, enacted by the Board of County Commissioners of Miami-Dade County (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"); and

WHEREAS, the County desires to refund, defease and redeem the Outstanding Bonds more particularly described in Schedule A attached hereto and made a part hereof (the "Refunded Bonds"); and

WHEREAS, the County has issued its \$\_\_\_\_\_ aggregate principal amount Miami-Dade County, Florida Subordinate Special Obligation Refunding Bonds, Series 2012B (the "Bonds"), pursuant to the provisions of the 1997 Ordinance and Resolution No. R-\_\_\_\_\_ adopted by the Board on \_\_\_\_\_, 2012 (together with the 1997 Ordinance, the "Bond Ordinance"), a portion of the proceeds of which Bonds is to be deposited with the Escrow Agent, together with any other available moneys, to provide for the refunding, defeasance and redemption of the Refunded Bonds; and

WHEREAS, a portion of the proceeds of the Bonds and other available moneys deposited with the Escrow Agent will be applied to the purchase of Defeasance Obligations (as such term is defined in this Agreement), which will mature and produce investment income and earnings at such time and in such amount, as will be sufficient, together with the remaining portion of the proceeds of the Bonds and other available moneys deposited with the Escrow Agent remaining uninvested, to pay when due, on their redemption date or maturity dates, the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds as more specifically set forth herein; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder, the maturing principal amount of the Defeasance Obligations purchased therewith, and investment income and earnings derived therefrom to the payment of the Refunded Bonds, it is necessary for the County to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the County and the Escrow Agent, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, of the Refunded Bonds according to their tenor and effect, do hereby agree as follows:

## ARTICLE I

### CREATION AND CONVEYANCE OF TRUST ESTATE

Section 1.01. Creation and Conveyance of Trust Estate. The County hereby grants, warrants, remises, releases, conveys, assigns, transfers, aliens, pledges, sets over and confirms unto the Escrow Agent and to its successors in the trust hereby created, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

#### DIVISION I

All right, title and interest in and to (i) \$ \_\_\_\_\_ in moneys deposited directly with the Escrow Agent and derived from the proceeds of the Bonds upon issuance and delivery of the Bonds and execution of and delivery of this Agreement, and (ii) \$ \_\_\_\_\_ withdrawn from the Debt Service Fund established under the 1997 Ordinance and deposited into the Escrow Deposit Trust Fund established under this Agreement (the "Other Moneys").

#### DIVISION II

All right, title and interest in and to the Defeasance Obligations described in Schedule B-1 and B-2 attached hereto and made a part hereof, together with the income and earnings thereon.

#### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the County, or by anyone on behalf of the County to the Escrow Agent for the benefit of the Refunded Bonds.

#### DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the County, or by anyone on its behalf, be subject to the pledge hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate (as such term is hereinafter defined), including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns,

forever in trust, however, for the sole benefit and security of the holders from time to time of the Refunded Bonds, but if the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on all of the Refunded Bonds shall be fully and promptly paid when due, in accordance with the terms thereof and of this Agreement, then this Agreement shall be and become void and of no further force and effect except as otherwise provided herein; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

## ARTICLE II

### DEFINITIONS

Section 2.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Bond Ordinance.

"Defeasance Obligations" shall mean Governmental Obligations as defined in the 1997 Ordinance.

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interests described or referred to under Divisions I, II, III and IV in Article I above.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE III

### ESTABLISHMENT OF ESCROW DEPOSIT TRUST FUND; FLOW OF FUNDS

Section 3.01. Creation of Escrow Deposit Trust Fund and Deposit of Moneys. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Escrow Deposit Trust Fund (the "Escrow Deposit Trust Fund") and therein a "Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997B and Series 1997C, Escrow Account" (the "1997 Escrow Account"), and a "Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 2005A, Escrow Account" (the "2005 Escrow Account"), each to be held by the Escrow Agent for the sole benefit of the holders of the Refunded Bonds and accounted for separate and apart from the other funds of the County and, to the extent required by law, of the Escrow Agent.

Concurrently with the delivery of this Agreement, the County herewith causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available moneys for deposit in the 1997 Escrow Account in the amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ from the proceeds of the Bonds and \$ \_\_\_\_\_ in Other

Moneys, \$ \_\_\_\_\_ of which when invested in Defeasance Obligations will, together with \$ \_\_\_\_\_ of which to be held uninvested, provide moneys sufficient to pay the Compounded Amount, or the principal of and interest on, and the redemption premium on the 1997 Refunded Bonds, on their redemption date, as more particularly described in Schedule C-1 attached hereto and made a part hereof.

Concurrently with the delivery of this Agreement, the County herewith causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available moneys for deposit in the 2005 Escrow Account in the amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ from the proceeds of the Bonds and \$ \_\_\_\_\_ in Other Moneys, \$ \_\_\_\_\_ of which when invested in Defeasance Obligations will, together with \$ \_\_\_\_\_ of which to be held uninvested, provide moneys sufficient to pay the Compounded Amount of the 2005 Refunded Bonds, on their maturity dates, as more particularly described in Schedule C-2 attached hereto and made a part hereof.

Section 3.02. Payment of Refunded Bonds. The Bond proceeds and the Other Moneys received by the Escrow Agent will be sufficient to purchase \$ \_\_\_\_\_ par amount of Defeasance Obligations, all as listed in Schedule B-1 and Schedule B-2 attached hereto and made a part hereof, which will mature in principal amounts and earn income at such times, all as described in Schedule B-1 and Schedule B-2, so that sufficient moneys will be available to pay the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Deposit Trust Fund are insufficient to make said payments of the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds, the County shall cause to be deposited into the Escrow Deposit Trust Fund the amount of any deficiency immediately upon notice from the Escrow Agent.

Section 3.03. Irrevocable Trust Created. The deposit of moneys and Defeasance Obligations or other property hereunder in the 1997 Escrow Account and the 2005 Escrow Account shall constitute an irrevocable deposit of said moneys and Defeasance Obligations and other property hereunder for the sole benefit of the holders of, respectively, the 1997 Refunded Bonds and the 2005 Refunded Bonds, subject to the provisions of this Agreement. The holders of the 1997 Refunded Bonds and the 2005 Refunded Bonds, subject to the provisions of this Agreement, shall have an express lien on all moneys and principal of and earnings on the Defeasance Obligations and other property in the 1997 Escrow Account and the 2005 Escrow Account, respectively, of the Escrow Deposit Trust Fund. The moneys deposited in the 1997 Escrow Account and the 2005 Escrow Account and the matured principal of the Defeasance Obligations and other property hereunder and the interest thereon shall be held in trust by the Escrow Agent and applied to the payment of the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the 1997 Refunded Bonds and the 2005 Refunded Bonds on their redemption date or maturity dates, as more specifically set forth in Schedule C-1 and Schedule C-2 attached hereto.

Section 3.04. Purchase of Defeasance Obligations. The Escrow Agent is hereby directed to immediately purchase the Defeasance Obligations listed on Schedule B-1 and Schedule B-2 as described in Sections 3.01 and 3.02 hereof. The Escrow Agent shall purchase the Defeasance Obligations solely from the proceeds of the Bonds and the Other Moneys deposited in the Escrow

Deposit Trust Fund as provided in Sections 3.01 and 3.02 hereof. The Escrow Agent shall apply the moneys deposited in the Escrow Deposit Trust Fund and the Defeasance Obligations purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Defeasance Obligations held hereunder or to sell, transfer or otherwise dispose of the Defeasance Obligations held hereunder except as provided in this Agreement. The Escrow Agent is hereby directed not to invest \$ \_\_\_\_\_ [of the Other Moneys] deposited in the Escrow Deposit Trust Fund but to hold such amount uninvested and without liability for interest.

The County covenants to take no action in the investment, reinvestment or security of the Escrow Deposit Trust Fund in violation of this Agreement and recognizes that any such action in contravention of this Agreement might cause the Bonds or the Refunded Bonds to be classified as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code").

Section 3.05. Substitution of Certain Defeasance Obligations.

(a) If so directed in writing by the County on the date of delivery of this Agreement, the Escrow Agent shall accept in substitution for all or a portion of the Defeasance Obligations listed in Schedule B-1 or Schedule B-2, Defeasance Obligations (the "Substituted Securities"), the principal of and interest on which, together with any Defeasance Obligations listed in Schedule B-1 or Schedule B-2 for which no substitution is made and moneys held uninvested by the Escrow Agent, will be sufficient to pay the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds as set forth in Schedule C-1 and Schedule C-2 hereof. The foregoing notwithstanding, the substitution of Substituted Securities for any of the Defeasance Obligations listed in Schedule B-1 and Schedule B-2 may be effected only upon compliance with Section 3.05(b)(1) and (2) below.

(b) If so directed in writing by the County at any time during the term of this Agreement, the Escrow Agent shall sell, transfer, exchange or otherwise dispose of, or request the redemption of, all or a portion of the Defeasance Obligations then held in the Escrow Deposit Trust Fund and shall substitute for such Defeasance Obligations other Defeasance Obligations, designated by the County, and acquired by the Escrow Agent with the proceeds derived from the sale, transfer, disposition or redemption of or by the exchange of such Defeasance Obligations held in the Escrow Deposit Trust Fund, but only upon the receipt by the Escrow Agent of:

(1) an opinion of nationally recognized counsel in the field of law relating to municipal bonds stating that such substitution will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds and the Bonds and is not inconsistent with this Agreement and the statutes and regulations applicable to the Refunded Bonds and the Bonds; and

(2) verification from an independent certified public accountant stating that the principal of and interest on the substituted Defeasance Obligations, together with any Defeasance Obligations and any uninvested moneys remaining in the Escrow Deposit Trust Fund will be sufficient, without reinvestment, to pay the Compounded Amount, or

the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds as set forth in Schedule C-1 and Schedule C-2 hereof.

Any moneys resulting from the sale, transfer, disposition or redemption of the Defeasance Obligations held hereunder and the substitution therefor of other Defeasance Obligations not required to be applied for the payment of such Compounded Amount, or the principal of and interest on, and redemption premium, if any, on the Refunded Bonds (as shown in the verification report described in Section 3.05(b)(2) hereof delivered in connection with such substitution), shall be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance. Upon any such substitution of Defeasance Obligations pursuant to Section 3.05, Schedule B-1 and or Schedule B-2 hereto shall be appropriately amended to reflect such substitution.

The Escrow Agent shall be under no duty to inquire whether the Defeasance Obligations as deposited in the Escrow Deposit Trust Fund are properly invested under the Code, except as specifically set forth in this Section 3.05, and provided further that the Escrow Agent may rely on all specific directions in this Agreement providing for the investment or reinvestment of the Escrow Deposit Trust Fund.

Section 3.06. Transfers from Escrow Deposit Trust Fund. As the principal of the Defeasance Obligations set forth in Schedule B-1 and Schedule B-2 shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the redemption date of the 1997 Refunded Bonds or the maturity dates of the 2005 Refunded Bonds, as specified, respectively, in Schedule C-1 and Schedule C-2 hereof, pay from the Escrow Deposit Trust Fund the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds, as specified in Schedule C-1 and Schedule C-2 hereof. The Escrow Agent and \_\_\_\_\_, as Paying Agent for the Refunded Bonds (the "Paying Agent"), are hereby irrevocably instructed to call for redemption on \_\_\_\_\_, \_\_\_\_\_, the 1997 Refunded Bonds at a redemption price equal to 102% of the Compounded Amount, or the principal thereof plus accrued interest thereon, as applicable, all as provided in Schedule C-1 hereof and in accordance with Article III of the 1997 Ordinance. The Escrow Agent and the Paying Agent shall perform their responsibilities in connection with the redemption of the 1997 Refunded Bonds, including the giving of notice of redemption as required under the 1997 Ordinance. A copy of the notice of redemption shall be provided to National Public Finance Guarantee Corporation as successor to MBIA Insurance Corporation ("NPPFG").

Section 3.07. Investment of Certain Moneys Remaining in Escrow Deposit Trust Fund. Subject to the provisions of Section 3.04, the Escrow Agent shall invest and reinvest, at the written direction of the County, in Defeasance Obligations any moneys remaining from time to time in the Escrow Deposit Trust Fund until such time as they are needed. Such moneys shall be reinvested in such Defeasance Obligations for such periods, and at such interest rates, as the Escrow Agent shall be directed to invest in writing by the County, which periods and interest rates shall be set forth in an opinion from nationally recognized counsel in the field of law relating to municipal bonds to the County and to the Escrow Agent, which opinion shall also be to the effect that such reinvestment of such moneys in such Defeasance Obligations for such period and at such interest rates will not, under the statutes and regulations applicable to the Refunded Bonds and the Bonds, cause the interest on such Refunded Bonds or Bonds to be included in gross income for federal income tax

purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunded Bonds and the Bonds. Any interest income resulting from reinvestment of moneys pursuant to this Section 3.07 not required to be applied for the payment of the Compounded Amount, or the principal of and the interest on, and the redemption premium, if any, on the Refunded Bonds shall, without further direction from the County, shall be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance.

Section 3.08. Escrow Deposit Trust Fund Constitutes Trust Fund. The Escrow Deposit Trust Fund created and established pursuant to this Agreement shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and, to the extent required by law, of the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

Section 3.09. Transfer of Funds After All Payments Required by this Agreement are Made. After payment of the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Refunded Bonds as provided in Schedule C have been made, all remaining moneys and securities, together with any income and interest thereon, in the Escrow Deposit Trust Fund shall, without further direction from the County, be transferred to the County for deposit in the Debt Service Fund established under the 1997 Ordinance; provided, however, that no such transfers (except transfers made in accordance with Sections 3.05 and 3.07 hereof) shall be made until all of the Compounded Amount, or the principal of and the interest on, and the redemption premium, if any, on the Refunded Bonds have been paid.

#### ARTICLE IV

#### CONEERNING THE ESCROW AGENT

Section 4.01. Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Defeasance Obligations and the earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, Defeasance Obligations and interest earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement and the 1997 Ordinance, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations. The rights, privileges, duties, and immunities of the Paying Agent (as defined in the 1997 Ordinance) under the 1997 Ordinance shall be applicable to the Escrow Agent under this Agreement and are hereby incorporated into this Agreement for such purpose.

The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Deposit Trust Fund for the payment of fees or expenses for the services rendered by the Escrow Agent under this Agreement.

Section 4.02. Permitted Acts. The Escrow Agent and its affiliates may become the owner of all or may deal in the Refunded Bonds as fully and with the same rights as if it were not the Escrow Agent.

Section 4.03. Payment to Escrow Agent. The County shall pay to the Escrow Agent compensation for all services rendered by it hereunder and also its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created, and the performance of its powers and duties hereunder, including, without limitation, all advances, counsel fees and other expenses reasonably made or incurred by the Escrow Agent in connection with such services, all in accordance with the fee proposal submitted by the Escrow Agent.

Section 4.04. Indemnification of Escrow Agent. The County shall, to the extent permitted by law solely from legally available Designated CDT Revenues (as defined in the 1997 Ordinance), indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its duties and the trusts established hereunder, except and unless such liabilities arise out of or result from the negligence or willful misconduct of the Escrow Agent. In no event, however, shall the Escrow Agent have any lien, security interest or right of set off whatsoever upon the moneys or investments in the Escrow Deposit Trust Fund.

Section 4.05. Resignation of Escrow Agent. The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than thirty (30) days advance written notice to the County and by causing notice thereof to be mailed at the expense of the Escrow Agent to each registered owner of the Refunded Bonds then outstanding, specifying the date when such resignation will take effect, at least once not less than thirty (30) days before such resignation is to take effect, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Refunded Bonds then outstanding or by the County or otherwise as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent, and the transfer to such successor Escrow Agent of the funds and accounts held by the Escrow Agent hereunder.

Section 4.06. Removal of Escrow Agent. (a) The Escrow Agent may be removed at any time if the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding file a request for removal in writing with the County, but the Escrow Agent shall remain in office until the appointment and taking office of a successor Escrow Agent in accordance with the provisions of this Agreement. A copy of such request shall be delivered by the County to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any violation of this Agreement by a court of competent jurisdiction upon the application of the County or the holders of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent shall be deemed to have been removed if it is dissolved, becomes incapable of exercising the powers necessary to carry out its obligations hereunder or is taken over by any governmental action.

Section 4.07. Successor Escrow Agent. (a) When the position of the Escrow Agent becomes or is about to become vacant, the County shall appoint a successor Escrow Agent to fill such vacancy.

(b) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the County shall, or the holder of any of the Refunded Bonds then outstanding, or any Escrow Agent retiring or being removed from office may, apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Upon the deposit by the retiring or removed Escrow Agent of all funds and securities held by it under the provisions hereof into the registry of such court, such retiring or removed Escrow Agent shall be relieved of all future duties hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.01. Amendments to this Agreement. This Agreement is made for the benefit of the holders from time to time of the Refunded Bonds and shall not be repealed, revoked, altered or amended without the written consent of all such holders of the Refunded Bonds, the Escrow Agent and the County; provided, however, that the County and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement which shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

Section 5.02. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the County, or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.03. Agreement Binding. All the covenants, proposals and agreements in this Agreement contained by or on behalf of the County or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5.04. Notices to Escrow Agent and County. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with

the Escrow Agent or the County, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if personally delivered and receipted for, or if sent by registered or certified United States mail, return receipt requested, addressed as follows:

(a) As to the County -

Miami-Dade County, Florida  
c/o Finance Director's Office  
111 N.W. 1st Street  
Suite 2550  
Miami, Florida 33128-1995

(b) As to the Escrow Agent -

Any party hereto may, by notice sent to the other parties hereto, designate a different or additional address to which notices under this Agreement are to be sent.

Section 5.05. Notice of Defeasance. The County hereby irrevocably instructs the Escrow Agent to give the registered owners of the Refunded Bonds, Municipal Securities Rulemaking Board and NPMG, notice of the defeasance of the Refunded Bonds within thirty (30) days after the Defeasance Obligations shall have been deposited with the Escrow Agent. Such notice of defeasance shall be in substantially the form set forth in Schedule D attached hereto and made a part hereof.

Section 5.06. Termination. This Agreement shall terminate when all payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

Section 5.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.08. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers and its official seal or corporate seal, as the case may be, to be hereunto affixed and attested as of the date first above written.

MIAMI-DADE COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Edward Marquez  
Deputy Mayor/Finance Director

Approved as to form:

By: \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
as Escrow Agent

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_  
Vice President

SCHEDULE A

REFUNDED BONDS

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 1997B

Current Interest Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

Capital Appreciation Bonds

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Compounded Amount at Maturity</u>
	\$	\$

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 1997C

Capital Appreciation Bonds

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Compounded Amount at Maturity</u>
	\$	\$

MIAMI-DADE COUNTY, FLORIDA  
SUBORDINATE SPECIAL OBLIGATION BONDS,  
SERIES 2005A

Capital Appreciation Bonds

<u>Maturity Date</u>	<u>Original Principal Amount</u>	<u>Compounded Amount at Maturity</u>
	\$	\$

SCHEDULE B-1  
1997 ESCROW ACCOUNT  
INVESTMENT OF BOND PROCEEDS  
AND OTHER MONEYS

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>
		\$	%

SCHEDULE B-2  
2005 ESCROW ACCOUNT  
INVESTMENT OF BOND PROCEEDS  
AND OTHER MONEYS

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Interest Rate</u>
		\$	%

SCHEDULE C-1  
SCHEDULE OF PAYMENTS ON  
1997 REFUNDED BONDS

[TO COME]

SCHEDULE C-2

SCHEDULE OF PAYMENTS ON  
2005 REFUNDED BONDS

[TO COME]

SCHEDULE D

NOTICE OF DEFEASANCE

**Miami-Dade County, Florida**  
**Subordinate Special Obligation Bonds, Series \_\_\_\_\_**

Dated: \_\_\_\_\_, \_\_\_\_\_

[TO COME]

NOTICE IS HEREBY GIVEN that moneys have been deposited with \_\_\_\_\_, as Escrow Agent, for the payment of the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the outstanding Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997B, Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 1997C (collectively, the "1997 Refunded Bonds"), and the Miami-Dade County, Florida Subordinate Special Obligation Bonds, Series 2005A ( the "2005 Refunded Bonds") identified above (collectively, the "Bonds"), and such moneys, except to the extent maintained in cash, have been invested in \_\_\_\_\_, as Paying Agent for the Bonds, and the Escrow Agent have been irrevocably instructed to call the 1997 Refunded Bonds for redemption, pursuant to their optional redemption provisions, on \_\_\_\_\_, \_\_\_\_\_ at the redemption prices identified above. The 2005 Refunded Bonds will be paid on their maturity dates.

The amount so deposited as aforesaid has been calculated to be adequate to pay, when due, the Compounded Amount, or the principal of and interest on, and the redemption premium, if any, on the Bonds on their redemption date or maturity dates as described above. In accordance with Section 1001 of Ordinance No. 97-210 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on November 18, 1997, as amended by Ordinance No. 05-99 enacted by the Board on May 17, 2005 (collectively, the "1997 Ordinance"), the pledge of and lien on the Pledged Funds in favor of the Holders of the Bonds and all other liens in favor or such Holders under the 1997 Ordinance are no longer in effect.

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
as Escrow Agent

\* No representation is made as to the correctness of these CUSIP numbers either as printed on the Bonds or contained in this Notice.