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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: June 2, 2015

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

SUBJECT: Resolution approving terms of and authorizing execution by the County Mayor of a License Agreement between Miami-Dade County and the City of Homestead for a spay/neuter facility for a nominal fee and operating costs to the County approximating $900,000.00 for the three year term of the agreement and six month renewal term; and authorizing the County Mayor to exercise all provisions contained therein, including renewal and cancellation terms

Resolution No. R-496-15

The accompanying resolution was prepared by Animal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

Date: June 2, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: License Agreement with City of Homestead, for the use of the parking located at Harris Field Park located at 1034 NE 8 St, Homestead, FL 33030

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached License Agreement between Miami-Dade County (County), and the City of Homestead (City) and authorize the County Mayor or Mayor's designee to execute same. More specifically, the resolution does the following:

- Authorizes the use of approximately seventy (70) feet of the rear parking lot which is located near the baseball fields of the City of Homestead, Harris Field Park in order for the County to locate a double wide trailer which is approximately sixty (60) feet by twenty-four (24) feet, including a four (4) foot wide handicap ramp. The trailer will be utilized by the County as a spay/neuter clinic.
- Authorizes a license term of three (3) years, plus a six (6) month renewal option period.

Scope

The property is located in County Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

The County will pay to the City $1.00 annually for the use of a portion of the parking lot during the initial term, and the license fee for the renewal option period shall be determined at that time by the City. The fiscal impact for this License Agreement alone is $3.00.

The fiscal impact to the County for the operation of the spay/neuter clinic at this location will be a total of $900,000.00 for the three years following the effective date of this Agreement ($400,000.00 during the first year and $250,000.00 for each of the following two years). This funding will come from the General Fund under various existing expenditure line items that include the allocations needed to fund this project. The fee for these services will be nominal.

Track Record/Monitor

The County has no record of negative performance issues with the City of Homestead. Danny Borges, of the Real Estate Development Division in the Internal Services Department, will monitor this License Agreement.

Delegation Authority

Authorizes the County Mayor, or the County Mayor's designee, to execute the attached License Agreement and to exercise the renewal and cancellation provisions contained therein.

Background

As part of the County's No Kill Plan, Miami-Dade County Animal Services Department (ASD) would like to offer low-cost spay/neuter services, surgeries and other related services for Miami-Dade County residents in an effort to reduce stray and abandoned pets throughout the County. Accessibility to these services for residents in the southern portion of the County is limited due to the distance to other

similar services provided and funded by Miami-Dade County. The services will be provided in a portable trailer that can be stationed in the City of Homestead, in the parking lot of Harris Field Park, to allow better accessibility to residents. The City will be responsible for the water, sewer and electrical monthly costs.

Additional details are as follows:

TERM:	Three (3) years, plus an additional six (6) month renewal option period. The contract may be cancelled upon written notice six (6) months prior to the cancellation date.
EFFECTIVE DATES:	Commencing upon the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioner approving this Agreement.
LICENSE FEE:	The annual license Fee for the proposed License Agreement will be $1.00 for the initial term of the License Agreement. The license fee for the renewal option period shall be determined by the City of Homestead.
CONDITIONS OF USE:	ASD responsibility includes the maintenance of the exterior and interior of the trailer, including air conditioning, plumbing, roof, fire equipment, janitorial and custodial services and inspection and trash disposal and for the initial costs of the water, sewer and electrical connections. The City of Homestead's responsibilities includes the maintenance of the land around the trailer along with the monthly utility costs for the water, sewer, and electrical. The City of Homestead is also responsible to host and provide, as part of its recreational activities at the site, and in coordination with the County, one (1) or more annual recreation events or festivals at the site involving dogs or other pets permitted by the City.
OTHER PROPERTIES EVALUATED:	N/A

Alma T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 2, 2015

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

SUBJECT: Agenda Item No. 9(A)(1)

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 Mayor'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
Veto _____
Override _____

Agenda Item No. 9(A)(1)
6-2-15

RESOLUTION NO. R-496-15

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE OF A LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HOMESTEAD FOR A SPAY/NEUTER FACILITY FOR A NOMINAL FEE AND WITH OPERATING COSTS TO THE COUNTY APPROXIMATING $900,000.00 FOR THE THREE-YEAR TERM OF THE AGREEMENT AND SIX MONTH RENEWAL TERM; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING RENEWAL AND CANCELLATION TERMS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of, and authorizes the County Mayor or County Mayor's designee to execute, the License Agreement between Miami-Dade County and the City of Homestead, in substantially the form attached hereto and made a part hereof, in order to allow the Miami-Dade Animal Services Department to utilize space within a parking lot located at 1034 N.E. 8 Street, Homestead, Florida for a spay/neuter facility for a nominal fee and with operating costs to the County approximating $900,000.00 for the initial three-year term of the lease, and authorizes the County Mayor, or the County Mayor's designee, to exercise any and all other provisions contained therein.

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Sabrina Levin

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made and entered into this day of _____, 2015 by and between the City of Homestead, Florida, a Florida municipal corporation, hereinafter designated as "City", and Miami-Dade County, a political subdivision of the State of Florida, hereinafter designated as the "County".

WITNESSETH

WHEREAS, the City and the County desire to enter into a license agreement, for use of space in the parking lot at a City-owned site located at Harris Field Park located at 1034 N.E. 8 Street, Homestead, Florida 33030 ("Site"), by the County, through its Animal Services Department in order to provide low cost spay/neuter services, surgeries and other related services for animals owned by Miami-Dade County residents as part of the City's recreational offerings at the Site; and

WHEREAS, the City is allowing the County to use approximately seventy (70) square feet of the rear parking lot of the Site in order for the County to set a double wide trailer which is approximately sixty (60) feet by twenty-four (24) feet, and will include a four (4) foot wide handicap ramp ("Facility").

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and the County hereby agree to the following:

1. **AGREEMENT.** The parties hereto agree that the foregoing recitals are true and correct, and are incorporated herein. Further, in compliance with the

obligations of the parties, all work regarding, any and all of the utility connections shall be done at the County's cost and expense.

2. **TERM.** This Agreement shall be effective and commence upon the first day of the next calendar month following the effective date of the last resolution adopted by the Board of County Commissioner and the City of Homestead Council approving this Agreement ("Commencement Date"), and shall terminate three (3) years thereafter ("Termination Date"). If not in default in the performance of the obligations set forth in this Agreement, this Agreement may be renewed by the County on the same terms and conditions set forth herein and upon written request to the City at least sixty (60) days prior to the expiration of the Term, with the mutual agreement of the City, for a term of six (6) additional months.

3. **LICENSE FEE.** In consideration for this Agreement, the County agrees to pay to the City a license fee for the use of the Site in a total annual amount of one ($1.00) Dollar per year, to be paid in advance beginning on the Commencement Date.

4. **PREMISES.** The City and the County further acknowledge and agree that the City shall allow the County to use approximately seventy (70) square feet of the rear parking lot of the Site (located near the baseball fields) as depicted in "Exhibit A" attached hereto and made a part hereof (the "Premises"). The Premises shall be used by the County for the purposes of providing low cost spay/neuter services, surgeries and other related services for animals owned by Miami-Dade County residents. The County shall operate the Facility and use the Premises in compliance with any and all applicable local, state, and federal laws and regulations.

5. **UTLILITIES AND OTHER SERVICES.** The County shall be responsible, at its cost and expense, for the installation and connection of all utilities relating to the use and operation of the Facility and the Premises, including, but not limited to, electricity, telephone and cable services, water, sewer, trash collection and waste disposal. The City shall be responsible for the payment of monthly water, sewer and electric utilities charges solely for the first year of the term of this Agreement and the County shall be responsible for the payment of all monthly or periodic utility charges and fees serving the Facility and the Premises during the remaining term of this Agreement.

6. **OPERATION AND MAINTENANCE OF SITE AND PREMISES.**

The County acknowledges and agrees that the City is allowing the County to use the Premises for the operation of the Facility in order to provide needed low cost spay/neuter services, surgeries and other related services for animals owned by Miami-Dade County residents and to serve residents in the area, and covenants and agrees to operate the Facility a minimum of three (3) days per week.

The City shall be responsible for maintaining the Site and all of the property surrounding the Facility, at its sole cost and expense. The County, at its sole cost and expense, shall be responsible for all maintenance, repair and upkeep of the Premises and the Facility, as is necessary to keep same in a good, safe, clean and code compliant condition at all times, including without limitation: (a) maintenance and repair of fences and gates along the perimeter of or located within the Premises, if any such fences and/or gates are installed by the County, (b) maintenance and repair of all utilities servicing the Premises, including, without limitation, lighting, water and sewer

servicing the Premises if installed by the County, (c) maintenance and repair of all improvements placed on the Premises by the County, including, without limitation, trailers, ramps, walking surfaces, restrooms, etc., and (d) general maintenance and cleaning of the Premises, including trash and litter pick-up and removal. The County shall maintain the Premises, at all time, in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted.

7. **DOG-RELATED RECREATIONAL ACTIVITIES.** The City agrees to host and provide, as part of its recreational activities at the Site, and in coordination with the County, one or more annual recreation event(s) or festival(s) at the Site involving dogs and/or other pets permitted by the City. Each of these events and/or festivals shall (a) be developed and coordinated in conjunction with the County, through its Animal Services Department, (b) shall involve the Facility, and (c) shall have the intent and purpose of showcasing and celebrating the use and enjoyment of parks by residents and their pets alike.

8. **COMPLIANCE WITH LAWS.** In using the Premises and operating the Facility, including the installation or placement of any property or improvements, the County shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, and the Americans with Disabilities Act, as the same may be further amended from time to time, and to the extent such is required by applicable law.

9. **INDEMNIFICATION.** Subject to the extent of the limitations included within Florida Statutes, Section 768.28, the County does hereby agree to indemnify, defend and hold harmless the City, its Councilmembers, officers and employees, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence or other wrongdoing of the County relating to the performance of its responsibilities under this Agreement (including goods and services provided thereto). Subject to the extent of the limitations included within Florida States, Section 768.28, the City does hereby agree to indemnify and hold harmless the County, its officers and employees, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence or other wrongdoing of the City, relating to the performance of its responsibilities under this Agreement. The provisions of this Section Article shall survive the expiration or early termination or cancellation of this Agreement.

10. **INSURANCE**. The County shall, on or before the Commencement Date, provide the City with confirmation of the County's self-insurance program. The County further agrees to insure or self-insure its interest in personal property located on the Premises to the extent it deems necessary or appropriate and hereby waives all rights to recovery for loss or damage of such personal property from the City and/or its insurance carriers, unless such damage is caused by the negligence or other wrongdoing of the City.

11. **ASSIGNMENT AND SUBLICENSING.** The County shall not, at any time during the term of this Agreement, sublicense in part or whole its right to use the Premises, or assign or transfer this Agreement or any portion or part thereof, or allow

any other individual or entity to operate or manage the Facility or the Premises without the City's prior written consent, which may be withheld at the City's reasonable discretion. Any unauthorized assignment, sublicense or otherwise, shall constitute a default under this Agreement, and may result, at the City's sole option, in the automatic termination of this Agreement for cause, irrespective of Section16 of this Agreement.

12. **CANCELLATION.** In addition to the provisions of Section 16, the City or the County shall each have the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least six (6) months prior to the effective date of said cancellation.

13 **WAIVER.** Nothing in this Agreement is intended to operate as a waiver of either parties' sovereign immunity. This provision shall survive the early termination or expiration of this Agreement.

14. **NOTICES.** All notices or other communications which shall or may be given by either party pursuant to this Agreement shall be in writing and shall be sufficiently given or delivered if dispatched by: (1) certified U.S. mail, postage pre-paid, return receipt requested; (2) hand delivery; (3) Federal Express or other comparable overnight mail service to the following addresses, or as the same may be changed in writing from time to time:

To the County:

Miami-Dade County
Animal Services Department
7401 N.W. 74th Street
Miami, Florida 33166

With a copy to:

Miami-Dade County
County Attorney's Office
111 N.W. 1 Street, 28th Floor
Miami, Florida 33128

To the City:

City Manager
City of Homestead
650 N.E. 22nd Terrace
Homestead, Florida 33133

With a Copy to:

Richard J. Weiss, City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day. Counsel for the City and counsel for the County may deliver notice on behalf of the City and the County, respectively. Any party or other person to whom notices are to be sent or copied may notify the other parties of any change in name or address to which notices shall be sent by providing the same pursuant to this provision.

15. **EXPIRATION OR TERMINATION OF USE.**

Except as otherwise provided in this Agreement, the County agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully discontinue its use and operations of the Premises and the Facility, including the removal of the portable trailer and any other facilities located on the Premises. The County shall be required to promptly remove all of the County's personal property and other items, improvements or facilities installed or constructed or belonging to the County from the Premises and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the City and the County mutually agree, the City may elect to retain any improvements or facilities installed or constructed by the County on the Premises, the County agrees to convey title to the improvements or facilities to the City, without compensation due to the County. Any of the County's personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

16. DEFAULT. The City shall provide the County with written notice of any failure to perform or comply with the terms and conditions of this Agreement to be performed by the County. If the County fails to cure said default within thirty (30) days of receipt of written notice of default, so long as such default is curable within thirty (30) days, or provide the City with a written response within thirty (30) days after receiving notification indicating the status of the County's resolution of such defaults and providing for a mutually agreeable schedule to cure all defaults, the City shall have the right, at its sole option, to either:

a) Immediately terminate this Agreement by giving written notice of such termination to County in accordance with the provisions of this Agreement; or

b) Cure the default on behalf of the County, and the County shall reimburse the City for any and all costs incurred to cure said default within thirty (30) days of receipt of an invoice from the City indicating such cost.

Should the City fail to perform any obligation under this Agreement; the County shall provide the City with written notice of any failure to perform or comply with the terms and conditions of this Agreement to be performed by the City. If the City fails to cure said default within thirty (30) days of receipt of written notice of default, so long as such default is curable within thirty (30) days, or provide the County with a written response within thirty (30) days after receiving notification indicating the status of the City's resolution of such defaults and providing for a mutually agreeable schedule to cure all defaults, the County shall have the right, at its sole option, to immediately terminate this Agreement by giving written notice of such termination to City in accordance with the provisions of this Agreement.

17. **DAMAGE AND DESTRUCTION.** Other than damage or destruction caused by the City, in the event the Premises or Facility should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Premises are rendered untenantable or unfit for the purposes intended, the County may, at the County's sole option, either cancel this Agreement by giving written notice to the City, or repair or replace the damaged/destroyed Facility, at the County's expense. If the County opts to repair or replace the damaged/destroyed facilities, then the County shall cause the

damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within a reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned, agreed-upon time period, then the City may, at its sole option, terminate this Agreement and require the County to remove everything from the Premises within sixty (60) days. Any damage or destruction sustained to the Premises as a result of the County's actions shall be repaired by the County at the County's sole cost and expense.

18. **HAZARDOUS MATERIALS.** For purposes of this Agreement, the term "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "Environmental Law" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Premises, or arising from the County's use or occupancy of the Premises, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Premises. The term "Hazardous Substances Discharge" shall mean any deposit, spill, discharge, or other release of

Hazardous Substance that occurs during the term of this Agreement, at or from the Premises (unless caused solely by the City), or that arises at any time from the County's use or occupancy of the Premises or operation of the Facility.

The County shall not cause or permit to occur: (a) any violation of any Environmental Law in the Premises or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except to the extent that such use (i) is reasonably necessary for the conduct of the County's business in accordance with industry standards for the industry in which the City operates and the County has so notified the City in writing before commencement of such use or such use and quantities of Hazardous Substance in connection therewith are consistent with standard office practices (e.g., cleaning fluids, materials used in connection with photocopying and other standard office equipment and other similar office supplies), in which case no prior notice to the City shall be required and (ii) complies with all applicable Environmental Laws and such further requirements as the City shall reasonably impose.

The County shall, at the County's expense, comply with all applicable Environmental Laws with respect to the County's use of the Premises and its operation of the Facility. The County shall, at the County's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the County's use of the Premises and its operation of the Facility during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused

by the County with respect to the County's use of the Premises or Facility, then the County shall, at the County's own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The County shall promptly notify the City of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Premises, and shall promptly provide the City with all information reasonably requested by the City regarding the County's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Premises.

The obligations and liability of the County under this paragraph shall survive the expiration or termination of this Agreement.

19. **FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The County acknowledges and accepts the authority of the City to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the County's records, its legal representatives' and contractors' records and the obligation of the County to retain and to make those records available upon request, and in accordance with all applicable laws. The County shall keep records to show its compliance with this Agreement. In addition, the County's contractors and subcontractors, if any, must make available, upon the City's request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The County, its contractors and sub-contractors (if any) shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

20. **MISCELLANEOUS.**

a) This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

b) In the event any paragraph, clause or sentence of this Agreement or any amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from this Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

c) No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by both the City and County. The failure of either party to insist upon the strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remains in full force and effect.

d) Paragraph headings are for convenient reference and are not a part of this Agreement.

e) The County Mayor shall be the party designated by the County, and the City Manager shall be the party designated by the City, to grant or deny all modifications and approvals required by this Agreement, or to cancel this Agreement. In addition, the City Manager shall be the party designated by the City to approve this Agreement and extend this Agreement for a period not to exceed six (6) months, if so requested in writing by the County.

f) In the event of litigation between the parties, each party shall be responsible for its own attorneys' fees and court costs through trials and appellate levels. This provision shall survive the early termination or expiration of this Agreement.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The City and the County have caused this Agreement to be entered into and to be effective on the date hereinabove written.

CITY OF HOMESTEAD, FLORIDA, a Florida municipal corporation

By: _____
George Gretsas, City Manager

ATTEST:

_____
City Clerk

AS TO THE CITY:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
City Attorney

COUNTY:
MIAMI-DADE COUNTY

_____
Carlos A. Gimenez
County Mayor or Designee

ATTEST:

Miami-Dade County

By: _____
Clerk

Approved as to Form
and Legal Sufficiency:

_____
Assistant County Attorney

Exhibit A

Description of Premises (1034 N.E. 8 Street, Homestead, Florida)