

# MEMORANDUM

Agenda Item No. 3(B)(1)

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**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 18, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution ratifying the County Mayor's execution of an Intergovernmental Agreement for Mutual Assistance by and among Miami-Dade County and the City of Naples and Amendment No. 1 to said agreement for the use of a Fire Suppression Engine, pursuant to sections 2-9 and 2-10 of the Code; and authorizing the County Mayor to execute additional amendments to extend the Agreement

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The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.

  
Geri Bonzon-Keenan  
County Attorney

GBK/gh

MDC001

# Memorandum



**Date:** July 18, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Ratifying the County Mayor's Execution of an Intergovernmental Agreement for Mutual Assistance By and Among Miami-Dade County and the City of Naples for the use of a fire apparatus

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## **Executive Summary**

This resolution seeks approval of an Intergovernmental Agreement for Mutual Assistance by and among Miami-Dade County and the City of Naples (Agreement) and Amendment No. 1 of said Agreement, attached to the resolution as Exhibit A and Exhibit B, respectively. On January 19, 2023, Chief Phillip Pennington, Deputy Chief of Emergency Management for City of Naples Fire-Rescue Department (NFRD), contacted Chief Raied S. Jadallah, Miami-Dade Fire Rescue Department (MDFR), requesting the use of a fire apparatus for a period of three months. Chief Pennington advised Chief Jadallah that in addition to navigating the widespread and devastating damage Hurricane Ian caused to the area, two of the NFRD's frontline apparatuses were out of service due to damage caused by the storm. In response to the request, a MDFR Fire Suppression Engine was loaned to NFRD for an initial term of 3-months. Thereafter, on May 16, 2023, the Agreement was extended for an additional three months.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which:

1. Ratifies the County Mayor's execution of the Agreement and Amendment No. 1 to the Agreement, pursuant to Section 2-9 and Section 2-10 of the Code of Miami-Dade, County; and
2. Authorizes the County Mayor or the County Mayor's designee to execute additional amendments to extend the Agreement for up to six additional months, for a total term not to exceed 12 months.

## **Scope**

This Agreement has no bearing on the services rendered by MDFR to Miami-Dade County. MDFR was able to provide Naples with a fire vehicle from its non-front-line fleet.

## **Delegation of Authority**

The County Mayor or County Mayor's designee is authorized to execute amendments to extend the Agreement for up to six additional months, for a total term not to exceed 12 months.

## **Fiscal Impact/Funding Source**

This item does not have a fiscal impact on the County.

Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners  
Page No. 2

**Track Record/Monitor**

The Agreement will be monitored by Chief Raied S. Jadallah, MDFR, or his designee.

**Background**

Due to widespread and devastating damage Hurricane Ian caused when it made landfall on September 28, 2022, Chief Phillip Pennington, NFRD, contacted Chief Jadallah, MDFR, on January 19, 2023, requesting the use of a fire apparatus for a 3-month period. Chief Pennington explained that two of NFRD's front-line apparatuses were out of service due to damage caused by the storm. On April 6, 2023, the City of Naples requested, and the County agreed to extend its use of the fire apparatus beyond the initial 3-month term for one additional 3-month period, which is memorialized in Amendment No.1 to the Agreement. Said agreement expires on August 31, 2023.

The loaned equipment will be used solely by certified personnel of the NFRD to conduct fire rescue operations. In the event Miami-Dade County requires the use of the fire apparatus for its fire rescue operations prior to the expiration of Amendment No. 1 to the Agreement, MDFR shall provide written notice of same to the City of Naples and such equipment will be returned to the County within 24 hours of receipt of the request.



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Alfredo "Freddy" Ramirez, III  
Chief of Safety and Emergency Response



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** July 18, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(B)(1)  
7-18-23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE COUNTY MAYOR'S EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL ASSISTANCE BY AND AMONG MIAMI-DADE COUNTY AND THE CITY OF NAPLES AND AMENDMENT NO. 1 TO SAID AGREEMENT FOR THE USE OF A FIRE SUPPRESSION ENGINE, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL AMENDMENTS TO EXTEND THE AGREEMENT

**WHEREAS**, this Board desires to accomplish the purpose 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:

**Section 1.** Approves and incorporates the foregoing recital as if fully set forth herein.

**Section 2.** In accordance with sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, ratifies the County Mayor's execution of an Intergovernmental Agreement for Mutual Assistance By and Among Miami-Dade County and the City of Naples ("Agreement"), and Amendment No. 1 to the Agreement, attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively, for the use of a Fire Suppression Engine (Make: Rosenbauer /Model: Commander/ID3DC#210567). The Agreement and Amendment No.1 to the Agreement were each for three-month terms. The County Mayor or County Mayor's designee is further authorized to execute additional amendments to extend the Agreement for up to six additional months. The Agreement, including all amendments thereto, shall not exceed 12 months.

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

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 18<sup>th</sup> day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shanika A. Graves

EXHIBIT A - INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT  
FOR MUTUAL ASSISTANCE BY AND AMONG  
MIAMI-DADE COUNTY AND THE CITY OF NAPLES**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Miami-Dade County, Florida through the Miami-Dade Fire Department, and the City of Naples, Florida, through the City of Naples Fire-Rescue Department.

**WHEREAS**, on September 27, 2022, the Honorable Mayor Teresa Heitmann in accordance with Article II, Emergency Preparedness, of Chapter 14 of the Code of Ordinances of the City of Naples, Florida, issued a Proclamation Declaring a State of Emergency, which has been extended weekly since Hurricane Ian made landfall on September 28, 2022, which remains in effect; and

**WHEREAS**, Hurricane Ian and caused widespread and devastating damage to the Gulf Coast of Florida, to the residents of the City of Naples and to the City; and

**WHEREAS**, damage to property owned by the City of Naples, included two front line apparatus used by the City of Naples Fire-Rescue Department, and requires the City of Naples to obtain additional fire apparatus on loan from another jurisdiction; and

**WHEREAS**, as such, on January 19, 2023, Chief Phillip Pennington, Deputy Chief of Emergency Management for the City of Naples Fire-Rescue Department—emailed Chief Raied Jadallah Chief Fire Official for Miami-Dade County requesting the mutual aid of Miami-Dade County in the form of a short-term loan for the use of a fire apparatus for the City of Naples; and

**WHEREAS**, the City of Naples’ Proclamation Declaring a State of Emergency authorizes the Mayor to take all action necessary and appropriate to protect human life and property during a local state of emergency subject to a copy of any emergency action taken by the Mayor to be provided to the City Council at or prior to the next regular or special meeting of City Council; and

**WHEREAS**, Section 2-9 of the Code of Miami-Dade County, Florida, in part, authorizes the County Mayor to enter into contracts with municipalities and other governmental units for joint performance with the County; and

**WHEREAS**, both parties agree that the aid requested by City of Naples is necessary and appropriate to meet its fire safety requirements and obligations of the City of Naples for the protection of human life and property, and that the City of Naples would likewise provide assistance to Miami-Dade County if needed; and

**NOW, THEREFORE**, pursuant to the authority of Section 2-9 of the Code of Miami-Dade County, Florida and in consideration of the mutual covenants and agreements herein contained, the Miami-Dade County and the City of Naples agree as follows:

**1. Loaned Equipment.** Miami-Dade County shall loan the City of Naples the following equipment for the applicable Term (“Loaned Equipment”):

a. Fire Suppression Engine (Make: Rosenbauer / Model: Commander / ID #/DC# 21-0567)

**2. Term.** This Agreement will begin as of the last date that the Agreement is executed below and run for a term of three months (the “Term”). However, if Miami-Dade County provides written notice to the City of Naples that Miami-Dade County requires the use of any Loaned Equipment for its fire rescue duties and responsibilities prior to the expiration of this Agreement, then such Loaned Equipment shall be returned to Miami-Dade County within 24 hours of receipt of such written notice. This Agreement may be extended by written agreement of both parties.

**3. Use.** The Loaned Equipment shall solely be used by the City of Naples Fire-Rescue Department for the purpose of conducting fire rescue operations. The Loaned Equipment shall only be used by properly certified personnel of the City of Naples Fire-Rescue Department. The Loaned Equipment shall not be used by any other departments, agencies, boards, or offices within the City of Naples. The City of Naples Fire-Rescue Department’s right to use the Loaned Equipment is nontransferable.

As applicable, the City of Naples also agrees to comply, subject to applicable professional standards, with the provisions of all applicable federal, state and Miami-Dade County orders, statutes, ordinances, rules, and regulations which may pertain to the use of the Loaned Equipment under this Agreement. Miami-Dade County agrees to notify the City of Naples of any ordinances specific to the duties of the City under this Agreement. However, Miami-Dade County’s failure to notify the City of Naples of same does not negate the City of Naples’ obligation to comply with all pertinent ordinances. Notwithstanding any other provision of this Agreement, the City of Naples shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the City of Naples, constitute a violation of any law or regulation to which the City of Naples is subject, including but not limited to laws and regulations requiring that the City of Naples conduct its operations in a safe and sound manner.

**4. Ownership.** Miami-Dade County retains all right, title, and ownership to the Loaned Equipment. Miami-Dade County may, from time to time, inspect the Loaned Equipment. The City of Naples may not sell, transfer, assign, pledge, or in any way encumber or convey the Loaned Equipment or any portion or component of such equipment.

**5. Warranty Disclaimer.** All Loaned Equipment is provided “AS IS,” without warranty of any kind, written or oral, express, or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose.

**6. Indemnification.** The City of Naples agrees that it shall indemnify and hold harmless Miami-Dade County, and its officers, employees, agents, and instrumentalities, etc. from



any and all liability, losses or damages, including attorney's fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the transfer, maintenance or use of the Loaned Equipment or by subsequent acts by the City of Naples, its agents, employees, etc., and/or the performance of this Agreement by the City of Naples or its employees, agents, servants, partners, principals, contractors, or subcontractors. The City of Naples shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The City of Naples expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by The City of Naples shall in no way limit its responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

7. **Maintenance.** During the Term, the City of Naples will maintain the Loaned Equipment in good operating order and condition. Any required maintenance must be provided by appropriately certified personnel or personnel authorized by Miami-Dade County. All maintenance costs and expenses due to the City of Naples's use of the Loaned Equipment shall be borne by the City of Naples.
8. **Risk of Loss.** The City of Naples shall bear all risk of loss with respect to the Loaned Equipment from receipt until such Loaned Equipment is returned to Miami-Dade County. All Loaned Equipment returned to Miami-Dade County must include the same components as received by the City of Naples and must be in the same condition as received from Miami-Dade County. If the City of Naples fails to return the Loaned Equipment in such condition, then all costs and expenses incurred to either (a) return the Loaned Equipment to in the same condition as received from Miami-Dade County or (b) replace the Loaned Equipment if it could not be returned in the same condition as received from Miami-Dade County be borne by the City of Naples, and the City of Naples agrees to reimburse Miami-Dade County for any such costs and expenses.
9. **Waiver of Claims.** The City of Naples specifically waives all claims against Miami-Dade County for compensation for any loss, damage, personal injury, or death occurring in the consequence of the performance of this Agreement.
10. **Limitation of Liability.** Miami-Dade County will not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, arising out of this Agreement or the City of Naples's use of this Loaned Agreement.
11. **Insurance.** The City of Naples shall furnish Miami-Dade County with certificate(s) or proof of insurance that indicate that the City of Naples has insurance coverage as follows:
  - a. Worker's Compensation Insurance as required by chapter 440, Florida Statutes;

- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Miami-Dade County must be included as an additional insured; and
- c. Automobile Liability Insurance on the Loaned Equipment, in an amount not less than \$2,000,000 Combined Single Limit. Collision and Other than Collision coverage for 100 percent of the replacement cost of the Loaned Equipment to include attachments and customized equipment and Loss of use expense coverage.

The City of Naples shall assure that the insurance coverages described above remain in full force for the Term of the Agreement, including any renewal or extension periods. If any such insurance coverage lapses or expires, the City of Naples must provide written notice of same to Miami-Dade County, and Miami-Dade County may suspend the Agreement (and the City of Naples must immediately cease its use of the Loaned Equipment) until written notice that new or renewed coverage has been obtained.

If self-insured, the City of Naples may provide a letter of self-Insurance for the coverages required above.

If insured through Commercial Insurance carriers, all insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128**

- 12. Termination.** If the City of Naples fails to use and maintain the Loaned Equipment as described in Sections 3 and 7 above, Miami-Dade County shall have the right to terminate this Agreement by written notice. Such termination shall be deemed effective immediately upon receipt of such notice, and the City of Naples must immediately cease its use of the Loaned Equipment. Upon expiration of the Term or early termination, the City of Naples shall make appropriate arrangements to return the Loaned Equipment to Miami-Dade County or have the Loaned Equipment picked up by Miami-Dade County within two days.

**13. Employees of the City of Naples.** The City of Naples agrees and acknowledges that all employees of the City of Naples are, at all times, employees of the City of Naples under its sole discretion and not employees or agents of Miami-Dade County. All employees of the City of Naples who use the Loaned Equipment pursuant to this Agreement shall always, and in all places, be subject to the City of Naples's sole discretion, supervision, and control. The City of Naples shall exercise control over the means and manner in which it and its employees perform any work, and nothing in this Agreement shall give rise to an employee or agent relationship with Miami-Dade County.

Accordingly, the City of Naples agrees that it shall be solely responsible for the pensions, insurance, indemnification against bodily injury or disability, or other personal protection of all personnel under its jurisdiction.

**14. Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

a. *To Miami-Dade County:*

Raied Jadallah  
Chief Fire Official  
Miami-Dade County Fire Rescue Department  
9300 NW 41st Street  
Doral, FL 33178  
E-mail: [raj.jadallah@miamidade.gov](mailto:raj.jadallah@miamidade.gov)

With a copy to:  
Miami-Dade County Attorney's Office  
ATTN: Shanika Graves  
111 NW 1st Street, Suite 2810  
Miami, FL 33128  
E-mail: [shanika.graves@miamidade.gov](mailto:shanika.graves@miamidade.gov)

a. *To the City of Naples:*

Phillip Pennington  
Acting Chief Fire Official  
City of Naples Fire-Rescue Department  
835 8th Avenue S  
Naples, FL 34102  
Telephone Number: (239) 213-4900  
E-mail: [Ppennington@naplesgov.com](mailto:Ppennington@naplesgov.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

- 15. Time is of the Essence.** Because the parties are entering into this Agreement to address a time sensitive public safety emergency, the parties agree and acknowledge that time was of the essence in having this Agreement entered into by the parties. Accordingly, the parties agree and acknowledge that the intent of the parties is for (a) Miami-Dade County to provide the Loaned Equipment to the City of Naples; (b) the City of Naples to assume all risk attendant to the use and maintenance of such Loaned Equipment; and (C) Miami-Dade County to be fully and completely indemnified by the City of Naples for any liability, loss, claims, or other actions arising from the City of Naples's use and maintenance of the Loaned Equipment. Therefore, all things not expressly mentioned in this Agreement but necessary to carry out this intent are required by this Agreement, and the City of Naples shall perform the same as though they were specifically mentioned, described, and delineated.
- 16. Governing Law.** This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County to the exclusion of all others.
- 17. Drafting; Neutral Interpretation.** Each party recognizes that this is an intergovernmental agreement for mutual assistance pursuant to Section 2-9 of the Code of Miami-Dade County, Florida, and, therefore, each party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation, and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either party on the basis of that party being the drafter of such language.
- 18. Survival.** The parties acknowledge that any of the obligations in this Agreement will survive the Term, termination, and cancellation hereof. Accordingly, the respective obligations of the City of Naples and Miami-Dade County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date that the Agreement is executed below,

City of Naples

Miami-Dade County

By: [Signature]  
Name: Teresa A. [Signature]  
Title: Mayor  
Date: 1/25/13

By: [Signature]  
Name: Daniella Levine Cava  
Title: Mayor  
Date: \_\_\_\_\_

Attest:

[Signature]  
Patricia Hanfusk, City Clerk  
Approved as to form and legal sufficiency

Approved as to form and legal sufficiency

[Signature]  
Assistant County Attorney

[Signature]  
Vose Law Firm, City Attorney

**AMENDMENT NO. 1 TO THE  
INTERGOVERNMENTAL AGREEMENT  
FOR MUTUAL ASSISTANCE BY AND AMONG  
MIAMI-DADE COUNTY AND THE CITY OF NAPLES**

Miami-Dade County, Florida through the Miami-Dade Fire Rescue Department ("MDFR"), and the City of Naples, Florida, through the City of Naples Fire Rescue Department ("City of Naples"), hereby agree to amend the Intergovernmental Cooperation Agreement ("Agreement") between MDFR and the City of Naples dated February 2, 2023. The parties agree as follows:

1. Pursuant to Section 2 of the Agreement, to extend the term of the Agreement for an additional **3 months** through **August 31, 2023**. This Amendment No. 1 shall be effective as of the last date of execution by the parties.
2. That this extension is supplemental to the original Agreement, which is, by this reference, adopted and incorporated and made a part hereof as if fully set forth herein.
3. All other terms and conditions set forth in the Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, Miami-Dade County and the City of Naples hereby cause Amendment No. 1 to be executed by their respective and duly authorized officers.

City of Naples

Miami-Dade County

By: *Teresa Huber*  
 Name: *Teresa Huber*  
 Title: Mayor  
 Date: *5/16/23*

By: *Daniella Levine Cava*  
 Name: Daniella Levine Cava  
 Title: Mayor  
 Date: \_\_\_\_\_

Attest:

Approved as to form  
and legal sufficiency

*Patricia Rambold*  
 Patricia Rambold, City Clerk  
 Approved as to form  
and legal sufficiency  
*[Signature]*

*Shanika A. Graves*  
 Assistant County Attorney

Vose Law Firm, City Attorney