

RESOLUTION NO. R2023-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING CITY STAFF TO ENTER INTO A SECOND AMENDMENT TO LICENSE AGREEMENT WITH THE FLORIDA INTERNATIONAL UNIVERSITY (FIU) FOR THE PURPOSE OF OPERATING A TRANSFER STATION; PROVIDING THE CITY MANAGER AND THE CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is responsible for the collection and disposal of vegetative matter resulting from landscaping maintenance or land clearing or clean-up operations; and

WHEREAS, The Florida International University operates a campus, commonly referred to as its Biscayne Bay Campus at 3000 NE 151 Street, North Miami Beach, Florida; and

WHEREAS, on April 25, 2019, the City of North Miami Beach entered into a License Agreement with The Florida International University Board of Trustees to use a portion to the campus for the purpose of operating a Transfer Station for the temporary storage of yard trash; and

WHEREAS, the License Agreement term was two (2) years from the effective date; and

WHEREAS, the City of North Miami Beach and Florida International University entered into a First Amendment to License Agreement effectively dated May 28, 2021; and

WHEREAS, the First Amendment to License Agreement Term Expiration Date was May 9, 2023; and

WHEREAS, the City of North Miami Beach and Florida International University desire to extend the Term of the Agreement upon and subject to the terms of this Amendment.

NOW, THEREFORE, BE IT RESOLVED for and in consideration of the premises hereof, the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Florida International University and Mayor and City Commission of the City of North Miami Beach, Florida do hereby agree as follows:

Section 1. Recitals; Defined Terms. The recitals above are true and correct and are incorporated into this Amendment by this reference. Any capitalized but undefined terms used herein shall have the meaning assigned to them in the Agreement.

Section 2. Amendment to Agreement. This Amendment shall amend the Agreement as set forth herein. Except as otherwise expressly modified by this Amendment, the provisions of the Agreement are hereby expressly confirmed and ratified. Any inconsistency or conflict between the Agreement and this Amendment shall be governed by the terms of this Amendment. All references to the "Agreement" shall mean the Agreement, as amended by this Amendment.

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Section 3. Extension of Term. The parties hereby agree to extend the Term of the Agreement. The new Term Expiration Date shall be November 30, 2025, unless terminated earlier pursuant to the terms of the Agreement.

Section 4. Signature Date. The “Signature Date” of this Amendment shall be the date upon which the last party to execute this Amendment has done so, as evidenced by the date noted below its signature.

Section 5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or electronically transmitted signature shall be deemed to constitute an original signature for the purposes of this Amendment.

Section 6. Negotiations of Amendment. The drafting and negotiation of this Amendment has been participated in by each of the parties, and for all purposes, therefore, this Amendment shall be deemed to have been drafted jointly by each of the parties.

4. **Section 7. Severability.** If any clause or provision of this Amendment is illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Amendment shall not be affected thereby.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **20TH of June 2023**.

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

JAY R. CHERNOFF
VICE MAYOR

(CITY SEAL)

APPROVED AS TO FORM,
LANGUAGE AND FOR EXECUTION

JOHN HERIN
CITY ATTORNEY