

Memorandum



Date: April 4, 2023

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

Agenda Item No. 3(B)(2)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-259-23

Subject: Memorandum of Understanding between Miami-Dade County Public Schools and
Miami-Dade County for Tree Canopy Coverage

Executive Summary

It is recommended that the Board ratify a Memorandum of Understanding ("MOU") between The School Board of Miami-Dade County (M-DCPS) and Miami-Dade County in recognition of and in furtherance of the goal to get Miami-Dade County to 30% tree canopy. The County will provide 50% of costs as approved by Miami-Dade Regulatory and Economic Resources - Division of Environmental Resource Management ("RER-DERM") to M-DCPS on a reimbursement basis for acquisition, planting, and maintenance of trees up to \$200,000.00.

This agreement is based on the need for more tree canopy coverage throughout the county and to provide heat equity while utilizing some of the plant-ready landscapes of Miami-Dade County Public Schools. The goal of 30 percent tree canopy is incorporated into the County's Comprehensive Development Master Plan, Climate Action Strategy, Extreme Heat Action Plan, and Street Tree Master Plan.

In addition, this MOU between M-DCPS and the County will advance a Miami-Dade Board of County Commissioners ("Board") directive, as stipulated by Resolution R-588-22 ("R-588-22"), to achieve 30% tree canopy coverage by 2032. Furthermore, this MOU will advance the Board directive to collaborate with non-government entities to accomplish this goal.

Recommendation

It is recommended that the Board approve the terms and authorize the County Mayor or County Mayor's designee to execute a Memorandum of Understanding between M-DCPS and Miami-Dade County, by and through the Miami-Dade Office of Resilience ("OOR") and RER-DERM, for the recognition of an objective to get Miami-Dade County to 30% tree canopy as well as provisions for tree acquisition, planting, maintenance, and tree planting training. The MOU will be effective upon signature by all parties, and the initial term will expire 1 year from that date, unless terminated.

Scope

Countywide

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to exercise the termination provisions and all other provisions of the MOU except the exercise of option-to-renew terms. Exercise of the option-to-renew terms requires Board approval.

Fiscal Impact/Funding Source

Funding for the County's obligations under the MOU will be taken from Tree Trust Fund (RER-DERM) or other funds previously approved by the Miami-Dade Board of County Commissioners for the purpose of tree canopy coverage provision. The County will provide 50% of costs as approved by RER-DERM to M-DCPS on a reimbursement basis for acquisition, planting, and maintenance of trees up to \$200,000.00. The County shall provide payments to M-DCPS only after receiving sufficient documentation from M-DCPS evidencing expenditures for the acquisition, planting, and maintenance of trees.

This \$200,000.00 is provided only for the initial one-year term and is not inclusive of the two (2) three-year option to renew periods. The funding commitments for the two (2) three-year options to renew shall be agreed upon by both parties and memorialized at the exercise of the option to renew periods which requires prior Board approval. Canopy replacement projects resulting from accidental removal through maintenance or development are ineligible for this funding source.

Track Record/Monitor

To ensure compliance with the terms and conditions of this MOU, Jane Gilbert, Miami-Dade Chief Heat Officer of the Office of Resilience, will track and monitor all requirements.

Background

The County has a long-standing commitment to preserving and enhancing its tree canopy through regulatory measures such as the tree protection ordinance and landscape code, County planting and protection initiatives in parks, Environmentally Endangered Lands (EELs), and tree giveaways through our Adopt a Tree and Neat Streets programs. In 2016, Miami-Dade County, through Neat Streets Miami-Dade, released the Urban Tree Canopy Assessment Report ("2016 Report") compiled as a result of a partnership with American Forests and Bank of America. The 2016 Report focused on the environmental and socioeconomic impacts of the urban tree canopy within the Urban Development Boundary ("UDB") of the County, and also established baseline data on the extent and function of the existing urban forest. The 2016 Report also provided a resource to guide future community forest management and reforestation efforts and found that overall tree canopy within the county UDB was 19.9 percent.

In October 2021, the County through Neat Streets Miami-Dade released an updated Urban Tree Canopy Assessment Report ("2021 Report") created in partnership with American Forests, University of Florida, and Florida International University. The 2021 Report found that the overall tree canopy within the county UDB was 20.1 percent and that no statistically

significant difference from the 2016 Report was measured, demonstrating that the overall tree canopy has not significantly changed for the study area as a whole. The 2021 Report found that the existing tree canopy in unincorporated areas of Miami-Dade County (“UMSA”) declined by over 3 percent and now stands at 16 percent coverage. Additionally, the 2021 Report found that half of the 34 municipalities in the County experienced a decrease in existing urban tree canopy coverage and that many of those localities already had an urban tree canopy of less than 15 percent. According to the 2021 Report, increases in surface temperature could be observed from 2016 to 2020 at locations where tree canopy was replaced by pervious or impervious surfaces, or where pervious surfaces were replaced by impervious surfaces.

According to American Forests, a nonprofit partner in the compilation of the urban tree canopy reports, trees are an important resource in absorbing storm water, which prevents flooding. The 2021 Report found that census block groups with higher median household incomes tend to have more existing tree canopy coverage, and conversely, lower-income census blocks tend to have lower levels of tree canopy. This trend is especially pronounced in low-income Hispanic census blocks, and noticeable tree canopy decline occurred in several majority black communities throughout the County. Also mentioned in the 2021 Report was the fact that zip codes with a higher percentage of existing urban tree canopy tend to have fewer respiratory-related illnesses and overall hospitalization rates.

The goal of 30 percent tree canopy is incorporated into the County’s Comprehensive Development Master Plan, Climate Action Strategy, Extreme Heat Action Plan, and Street Tree Master Plan. In 2006, the County adopted the Street Tree Master Plan, which provided the framework to design and implement street tree plantings, and was further used to create countywide minimum standards in order to enhance the County tree canopy to a minimum of 30 percent coverage, which would lead to a greener, more walkable, and livable community. The goals of the Street Tree Master Plan include planting of quality trees in public rights of way, developing and executing a tree management plan to craft sustainable tree structure, promoting the design of urban spaces that adequately fit trees, encouraging local growers to produce the quality and species of trees used in public rights-of-way, and educating policy makers and the public on the importance of adequate tree canopy. In 2009, this Board amended chapter 18 of the Miami-Dade County Code, which regulates landscaping, to apply Florida friendly landscaping principles to requirements for private land and rights-of-way, permits for tree removal, the minimum number of trees per lot or acre, and restrictions on palms being counted to meet minimum tree requirements.

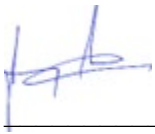
The County faces many challenges in meeting this 30% tree canopy goal, including increased development, damage from storms, lack of maintenance of existing trees, trees planted in inadequate and inappropriate locations, and the recent enactment of Florida Statutes section 163.045, which lowers the standard requirement of homeowners to lawfully remove trees from

their property. Other large public entities impact the level of tree canopy in the County, including the Florida Department of Transportation, Florida Power and Light, Miami-Dade County Public Schools, the Miami-Dade Expressway Authority, and various municipalities.

In 2022, the Resilient305 program's Climate and Heat Health Task Force led a community collaboration to examine ways to reduce heat, address structural inequities in historically marginalized communities, and increase resilience through the planting of trees, including at green bus stops, on public rights-of-way, and on private property. The Resilient305 program's Climate and Heat Health Task Force has identified best practices and strategies to achieve 30 percent tree canopy including improving data and analysis of heat islands, counting trees as assets on the County's balance sheet, updating and aligning landscape and public work manuals, conducting outreach at the neighborhood level to promote and facilitate tree adoption, licensing tree trimmers, increasing landscape regulation compliance for developers, hiring arborists to review site plans for right tree in right place, identifying incentives to plant and maintain trees on private property, prioritizing acquisition of environmentally endangered lands within low canopy neighborhoods, and identifying tree planting potential on all County properties within the low canopy areas.

In 2022, the Miami-Dade County Extreme Heat Action Plan was released and included recommended actions which aim to guide us towards reaching and ideally surpassing the 30% tree canopy goal, especially in areas where people are most exposed to extreme heat. In 2022, the Miami-Dade Board of County Commissioners approved Resolution R-588-22 ("R-588-22") which directed the County Mayor or her designee to develop and implement a comprehensive plan relating to urban tree canopy coverage. R-588-22, more specifically, directed the Mayor or her designee to (1) Address inequities in urban tree canopy coverage currently experienced in low-income communities as identified in the 2021 Urban Tree Canopy Assessment, prioritizing those areas within Unincorporated Miami-Dade Service Area (UMSA) and County-controlled land; (2) Include strategies to collaborate with non-government entities; and (3) Identify legally available funding sources, including possible grant funding, and include in future proposed budgets sufficient funds to implement the plan and achieve the canopy goals by 2032.

An MOU between M-DCPS and the County will advance the BCC directive to achieve 30% tree canopy coverage by 2032. Furthermore, this MOU will advance the BCC directive to collaborate with non-government entities to accomplish this goal.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: April 4, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(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
- ☐ 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)(2)
4-4-23

RESOLUTION NO. _____ R-259-23

RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY IN SUPPORT OF OBJECTIVE TO GET MIAMI-DADE COUNTY TO 30 PERCENT TREE CANOPY WITH MIAMI-DADE COUNTY PROVIDING UP TO \$200,000.00 FOR TREE ACQUISITION, PLANTING, MAINTENANCE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE TERMINATION AND ALL PROVISIONS CONTAINED THEREIN EXCEPT OPTION-TO-RENEW PERIODS

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:

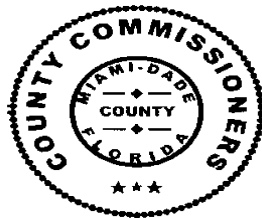
Section 1. Ratifies a Memorandum of Understanding ("MOU") between Miami-Dade County Public Schools ("M-DCPS") and Miami-Dade County (the "County"), in substantially the form attached hereto and made a part hereof, by and through the Miami-Dade Office of Resilience ("OOR") and Miami-Dade Regulatory and Economic Resources - Division of Environmental Resource Management ("RER-DERM"), in support of the objective to get Miami-Dade County to 30 percent tree canopy with the County providing up to \$200,000.00 for tree acquisition, planting, and maintenance.

Section 2. Authorizes the County Mayor or County Mayor's designee to exercise the termination provisions and all other provisions contained in the MOU except the exercise of the option-to-renew periods. Prior Board approval is required for the exercise of the option-to-renew periods.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of April, 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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

**MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
PROJECT TITLE: TREE CANOPY**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THIS Memorandum of Understanding (“the MOU”) is entered into as of the 15th day of March, 2023, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having the principal place of business at 111 N.W. 1st Street, Miami, Florida 33128, Attention: Jane Gilbert and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, having the principal place of business at 1450 NE 2nd Avenue, Attention: Karly Pulido.

MEMORANDUM OF UNDERSTANDING

An MOU between Miami-Dade County and The School Board of Miami-Dade County, Florida shall be established with the following provisions:

Section I – History of Collaborative Relationships

The Partners to this agreement have a long-standing history of working collaboratively.

1.1 The School Board of Miami-Dade County, Florida (M-DCPS)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY is the largest school district in the state of Florida and one of the largest in the nation. In THE SCHOOL BOARD OF MIAMI-DADE COUNTY, students are at the center of our theory of action, informing every decision made in our system. THE SCHOOL BOARD OF MIAMI-DADE COUNTY offers relevant, rigorous, and innovative academics; promotes safe, healthy, and supportive learning environments; recruits, retains, and develops highly effective teachers, leaders, and staff; informs, engages, and empowers our stakeholders; and implements effective and sustainable operational practices.

1.2 The Office of Resilience (OOR)

OOR leads the County's effort to create resilient and sustainable solutions related to economic, social, and environmental challenges and opportunities in collaboration with internal and external partners. The Office of Resilience serves as Miami-Dade County's in-house resilience consulting firm. Their portfolio includes, but is not limited to, matters relating to climate change mitigation, resilience implementation, extreme heat, resilience communications and partnerships, matters relating to Biscayne Bay, adaptation to sea level rise, and resilience policy/legislation. OOR was created to assist departments and lead initiatives that enable the County to target and realize improved performance that simultaneously values economic, social, and environmental impacts

and opportunities. OOR works jointly with County departments, executive management, and external agencies and organizations.

1.3 Department of Environmental Resource Management (RER-DERM)

RER-DERM conducts environmental resources permitting, monitoring, and restoration, facilitates contaminated site remediation to ensure that environmental laws are followed, regulates sources of pollution and monitors air quality, regulates water supply protection, administers the Stormwater Utility and flood control programs, oversees and manages the acquisition/maintenance of environmentally endangered lands, and manages issues relating to tree canopy coverage. RER-DERM works jointly with County departments, executive management, and external agencies and organizations.

Section II – Terms of Memorandum of Understanding

This memorandum of understanding establishes an agreement whereby The School Board of Miami-Dade County, Florida and Miami-Dade County, through the Miami-Dade Office of Resilience and Miami-Dade RER-DERM, recognize an objective to get Miami-Dade County to 30% tree canopy. This agreement is based on the need for more tree canopy coverage throughout the county and to provide heat equity while utilizing some of the plant-ready landscapes of The School Board of Miami-Dade County, Florida. THE SCHOOL BOARD OF MIAMI-DADE COUNTY will endeavor, within 60 days of ratification of this MOU, to provide a planting and maintenance plan which will include school sites for planting subject to RER-DERM approval.

2.1 The School Board of Miami-Dade County, Florida's Responsibilities

The School Board of Miami-Dade County, Florida (M-DCPS) shall in the manner deemed appropriate by THE SCHOOL BOARD OF MIAMI-DADE COUNTY:

- a) Involve students in the planting and maintenance process, where deemed appropriate by the sole discretion of THE SCHOOL BOARD OF MIAMI-DADE COUNTY;
- b) Endeavor to follow The University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) 9 principles of Florida Friendly Landscaping which includes planting low intensity and low maintenance native species;
- c) Involve parents, parent teacher and student associations (PTA/PTSA), and other community partners to promote and acquire volunteers that will support this agreement;
- d) Evaluate THE SCHOOL BOARD OF MIAMI-DADE COUNTY' design criteria for opportunities to include urban tree canopy expansion for new facilities;
- e) Endeavor to purchase trees for planting from nurseries within the Miami-Dade County which are subject to all applicable requirements (such as grades and standards), as determined by RER-DERM;
- f) Work with partners to help acquire, plant, and support tree plantings. Partners include but are not limited to Education Fund, IDEAS for Us, and other governmental/private entities that may provide grants to carry out planting and maintenance;
- g) Work with its environmental education partners (including Miami-Dade County) to identify ways it could strengthen the curriculum connections and make it easier for teachers to incorporate the lessons; and

- h) Provide an annual report to Miami-Dade County which shall contain:
 - i. Number and locations of trees planted;
 - ii. Number and location of trees removed;
 - iii. Species and sizes of trees planted; and
 - iv. Vendors utilized.

RER-DERM will provide support and guidance to THE SCHOOL BOARD OF MIAMI-DADE COUNTY including providing an on-line form for MDCPS, its partners and contractors to complete and/or inputting data through provision of landscape plans by THE SCHOOL BOARD OF MIAMI-DADE COUNTY for new construction.

2.2 Miami-Dade County's Responsibilities

Miami-Dade County(County) shall:

- a) Provide training and support for THE SCHOOL BOARD OF MIAMI-DADE COUNTY through the Miami-Dade Regulatory and Economic Resources Division of Environmental Resource Management (RER-DERM) staff. To maximize efficacy, training may include landscaping contractors or any THE SCHOOL BOARD OF MIAMI-DADE COUNTY staff that assists with maintaining the landscape. RER-DERM staff will be available for re-training when changes in staffing or responsibilities occur;
- b) Include trees planted on THE SCHOOL BOARD OF MIAMI-DADE COUNTY property in the County's tree planting reports in each of the upcoming three years (2023, 2024, 2025);
- c) Place prioritization on educational initiatives related to the value of our urban forest and tree planting and preservation activities in Miami-Dade County's Environmental Education Grants program to community-based organizations; and
- d) Provide a non-refundable amount of up to 50% of costs as approved by RER-DERM to THE SCHOOL BOARD OF MIAMI-DADE COUNTY on a reimbursement basis for acquisition, planting, and maintenance of trees up to \$200,000 from the Tree Trust Fund (RER-DERM) or other funds previously approved by the Miami-Dade Board of County Commissioners. The County shall provide payments to THE SCHOOL BOARD OF MIAMI-DADE COUNTY only after receiving sufficient documentation from THE SCHOOL BOARD OF MIAMI-DADE COUNTY evidencing expenditures for the acquisition, planting, and maintenance of trees.
- e) This \$200,000 is provided only for the initial one-year term and is not inclusive of the two (2) three-year option to renew periods. The funding commitments for the two (2) three-year options to renew shall be agreed upon by both parties and memorialized at the exercise of the option to renew periods. Canopy replacement projects resulting from accidental removal through maintenance or development are ineligible for this funding source.

2.3 Joint Responsibilities

Joint responsibilities of The School Board of Miami-Dade County, Florida (M-DCPS) and Miami Dade County (County) shall include the following:

- a) THE SCHOOL BOARD OF MIAMI-DADE COUNTY shall work with the County to create a program to incentivize planting trees on school property to achieve the County's 30% tree canopy;
- b) THE SCHOOL BOARD OF MIAMI-DADE COUNTY shall work with the County to apply and partner on grant opportunities that will support this agreement;
- c) Both parties shall continue to prioritize the acquisition of environmentally sensitive property owned by THE SCHOOL BOARD OF MIAMI-DADE COUNTY by RER-DERM for preservation in perpetuity. The footprint of these lands will be included in the 30% canopy goal. At locations that have both existing schools and patches of environmentally sensitive areas, the parties will endeavor to collaborate to prioritize management through education and environmental management;
- d) Both parties shall coordinate the appropriate locations on THE SCHOOL BOARD OF MIAMI-DADE COUNTY property to satisfy the required replacement canopy pursuant to tree removal permits obtained by THE SCHOOL BOARD OF MIAMI-DADE COUNTY. Both parties shall adhere to all applicable Miami-Dade County principles, including the "Right Tree in the Right Place" requirements as established by Resolution 362-18, when choosing tree species, quantity of trees to be planted, and location where trees will be planted. Open space needed by school, future development/improvements, and line of sight needed for security cameras are all factors that must be considered prior to planting.

Section III – Term of the MOU

The term of this MOU shall commence on the last date of execution by the Partners and continue until one year after the date of execution. The parties may mutually agree to exercise two (2) three-year option to renew periods. The decision to exercise the option to renew periods requires approval by the Board of County Commissioners and The School Board of Miami-Dade County, Florida.

This MOU may be terminated by either of the Partners with a 30-day written Notice of Termination. The Partners agree that time is of the essence in the performance of every obligation provided for in this MOU.

Section IV – Project Management and Notice

The Project Manager for Miami-Dade County is Jane Gilbert, Chief Heat Officer. The Project Manager for The School Board of Miami-Dade County, Florida is Karly Pulido, Chief Sustainability Officer. The Partners shall direct all matters arising in connection with the performance of this MOU and the Project to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

All notices, demands, or other communications to Miami-Dade County related to this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
Attention: Jane Gilbert, Chief Heat Officer
Office of Resilience

Department of Regulatory and Economic Resources
111 NW 1st Street, 12th Floor
Miami, Florida 33128

All notices, demands, or other communications to The School Board of Miami-Dade County, Florida under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

The School Board of Miami-Dade County, Florida
Attention: Karly Pulido, Sustainability Officer
1450 NE 2nd Avenue
Miami, FL 33132

All notices required by this MOU shall be considered delivered upon receipt. Should any of the Partners change its address, written notice of such new address shall promptly be sent to the other.

Section V – Records Retention/Ownership

As provided below, all Partners shall maintain all records related to this Project, and particularly for Project tasks under their purview pursuant to this MOU, and all Partners shall have inspection and audit rights. Documents which are deemed to be public records under the Florida Public Records Act may be subject to compelled disclosure under Florida law, notwithstanding the fact that those documents are stored by a private party.

Maintenance of Records

All Partners shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU and the Project, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of at least five (5) years from the expiration or termination date of this MOU, or longer as required pursuant to the Florida Public Records Act.

Examination of Records

All Partners or their designated agents shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this MOU and the Project. Such examination may be within five (5) years from the expiration or termination of this MOU, or longer as required pursuant to the Florida Public Records Act, and upon reasonable notice, time and place.

Extended Availability of Records for Legal Disputes

In the event that any of the Partners should become involved in a legal dispute with a third party arising from performance under this MOU, the other Partners shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

Exemption

Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement related information obtained, retained or created by the United States Attorney's Office is exempt from the requirements of this Section. Notwithstanding this paragraph, documents which are deemed to be public records subject to disclosure under the Florida Public Records Act could be subject to compelled disclosure under Florida law.

Public Records

The Parties shall:

- (a) Keep and maintain public records as required to perform the service.
- (b) Upon request from either of the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term.
- (d) The Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided upon request from in a format that is compatible with the information technology systems of the requesting public agency.
- (e) Public Records: **IF THE SCHOOL BOARD OF MIAMI-DADE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE THE SCHOOL BOARD OF MIAMI-DADE COUNTY' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Tere Florin, (305) 375-2805, rpublicrecords@miamidade.gov, 111 N.W. 1st Street, 11th Floor, Miami, FL 33128**

IF THE MIAMI-DADE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

Section VI- Indemnification and Insurance

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, agrees to indemnify and hold harmless Miami-Dade County from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of THE SCHOOL BOARD OF MIAMI-DADE COUNTY arising out of or in connection with the provisions of this agreement.

Subject to the limitations of Florida Statute 768.28, Miami-Dade County agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of Miami-Dade County arising out of or in connection with the provisions of this agreement.

As both parties are state agencies or subdivisions as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend either party's liability beyond that provided in section 768.28, Florida Statutes.

Section X- MISCELLANEOUS

- A. Amendment/Modification. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly approved by both Parties, and attached to the original of this Agreement.
- B. Governing Law. This Contract, including appendices, and all matters relating to this Contract (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 Miami-Dade County. Each Party shall be responsible for their own attorney fees and costs.

Section VII – Signatures

IN WITNESS WHEREOF, the Partners or their duly authorized representatives hereby execute this MOU on the date first written above.

SUBMITTED BY: _____ Charge Location Administrator Signature Date _____ Regional Superintendent/Division Head Signature Date (as applicable) _____ Office of Grants Administration Signature Date (if applicable) NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).	THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA BY: _____ Signature (Superintendent of Schools or Designee) _____ (Name Typed) Date: _____
APPROVED AS TO RISK AND BENEFITS (as to the School Board): _____ Risk Management Signature Date APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board): _____ Procurement Management Signature Date APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): _____ School Board Attorney - Signature Date	MIAMI-DADE COUNTY _____ Legal Name of Contracting Party BY: _____ Signature Name: _____ (Name Typed) (Title) (Date) Address: _____ _____ APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the County): _____ County Attorney – Signature Date