

Date: May 16, 2023

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

Agenda Item No. 8(N)(4)

From: Daniella Levine Cava
Mayor



Resolution No. R-465-23

Subject: Resolution Approving and Authorizing the Execution of an Amended and Restated Memorandum of Understanding with the City of Miami

Executive Summary

This item seeks adoption by the Board of County Commissioners (Board) of a resolution approving and authorizing the execution of an Amended and Restated Memorandum of Understanding (MOU) between Miami-Dade County and the City of Miami for the City to provide an additional \$11,128,310, to the already contributed amount of \$3,871,690, for a total sum certain of \$15,000,000 for The Underline.

On June 20, 2017, the Board adopted Resolution No. R-641-17. That resolution authorized establishment of an initial MOU with the City of Miami, under which the City would contribute funds to Phase II and III of the Underline Project, via park and mobility impact fees from new development projects within 1,000 feet of The Underline. The 2017 MOU stated that funding from the City would be up to a maximum amount of \$50,000,000 as available. However, no minimum funding amount was established in the MOU.

In subsequent conversations with City of Miami staff during advancement of the project, County staff in the Department of Transportation and Public Works (DTPW) became aware that the amount the City would be able to contribute would likely be approximately \$15,000,000, based on the rate of park and mobility impact fee collection in the area. DTPW staff accordingly ensured that the Phase II and III project scope was designed to only account for \$15,000,000 from the City of Miami, to remain within the anticipated budget, and have prepared an amended MOU that guarantees \$15,000,000 in funds from the City of Miami will be provided.

To date, \$3,871,690 has been contributed by the City of Miami to the Underline Project. Under the terms of the Amended and Restated MOU, the remaining contribution from the City of Miami is to be offset by these previous contributions. Therefore, the Amended and Restated MOU will result in the City's contribution of an additional \$11,128,310, and a total of \$15,000,000 will be received from the City of Miami. These funds may be utilized for capital expenses incurred in connection with The Underline Project.

Recommendation

It is recommended that the Board adopt the accompanying resolution, approving and authorizing the County Mayor or County Mayor's designee to execute the Amended and Restated MOU between the County and the City of Miami. Under the agreement, the City's contribution to The Underline as set forth under Resolution No. 641-17 is revised to provide

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

Page No. 2

a sum certain amount of \$15,000,000, which is to be offset by previous contributions, resulting in a contribution of \$11,128,310.

Scope

This project area associated with the Amended and Restated MOU is in County Commission Districts 5 and 7, which are represented by Commissioners Eileen Higgins and Raquel A. Regalado, respectively. The Underline, however, is an asset of countywide significance as it promotes connectivity to the entire transit system.

Delegation of Authority

The accompanying resolution authorizes the County Mayor or County Mayor's designee to execute the Amended and Restated MOU, receive funds thereunder, and exercise all rights contained therein, including any rights of termination and renewal.

Fiscal Impact/Funding Source

This Amended and Restated MOU will have a positive fiscal impact to the County. The Amended and Restated MOU does not require matching funds from the County. Further, by amending the existing MOU from a contingent amount (dependent on the City's collection of impact fees) to a sum certain, this Amended and Restated MOU ensures that the County can rely on the availability of \$11,128,310 in City funds for capital expenses, during the period in which portions of The Underline within the City's limits are under construction.

CAPITAL BUDGET PROJECTS:	CAPITAL BUDGET PROJECT # - DESCRIPTION	ESTIMATE
	2000000133 - THE UNDERLINE	\$11,128,310

Funding Years: FY 2022-2023 Adopted
Budget and Multi-Year Capital Plan,
Volume 2 – Transportation and Public Works

Track Record/Monitor

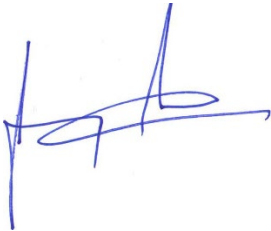
The Project Manager for The Underline is Irene Hegedus, Department of Transportation and Public Works, Chief of Transportation Enhancements.

Background

On June 20, 2017, the Board adopted Resolution No. R-641-17 which authorized the County Mayor or County Mayor's designee to enter a Memorandum of Understanding with the City of Miami regarding funding for The Underline Project. That initial Memorandum of Understanding set forth the City's commitment to set aside park and mobility impact fees from new development projects within 1,000 feet of The Underline, up to \$50,000,000, for eligible expenses. Eligible expenses for which the City's contribution may be used included the costs of land acquisition and development, expansion of existing surfaces, surveying, site testing, construction, engineering, construction management and inspections, and permitting; excluded expenses are costs associated with environmental remediation and costs related to operations and maintenance.

The County's receipt of funding under that initial Memorandum of Understanding, however, was contingent on the availability of funding based on the City's collection of park and mobility impact fees. The Amended and Restated MOU (1) reduces the \$50,000,000 contingent sum from the initial Memorandum of Understanding and makes it a \$15,000,000 sum certain that is not dependent on the City's collection of park and mobility impact fees; and (2) credits prior contributions against the \$15,000,000 sum, such that the resulting contribution from the City will be \$11,128,310.

The construction of The Underline will improve connectivity to the transit system, creating a mobility corridor that integrates all modes of transportation for safer accessibility to jobs, businesses, schools, commercial centers, two major hospitals, key community destinations, and 100,000 residents within a 10-minute walk.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: May 16, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

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. 8(N)(4)
5-16-23

RESOLUTION NO. _____ R-465-23

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE CITY OF MIAMI FOR THE CITY OF MIAMI TO PROVIDE A SUM CERTAIN TO THE COUNTY OF \$15,000,000.00 (LESS CREDITS FOR PRIOR CONTRIBUTIONS) TO BE USED FOR ELIGIBLE EXPENSES FOR THE UNDERLINE PROJECT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING, RECEIVE AND EXPEND FUNDS, AND EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING ANY RIGHTS OF TERMINATION AND RENEWAL

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:

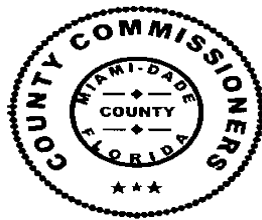
Section 1. Approves the Amended and Restated Memorandum of Understanding between the County and City of Miami, in substantially the form attached hereto, for the City of Miami to provide the County a sum certain of \$15,000,000.00 (less credits for prior contributions, as reflected in the accompanying memorandum) to be used for eligible expenses for The Underline project.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Amended and Restated Memorandum of Understanding, to receive and expend funds, and to exercise all rights contained therein, including any rights of termination and renewal.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** 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	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of May, 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

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**

This Amended and Restated Memorandum of Understanding (the "MOU") is entered into this ____ day of ____, 2022 ("Effective Date") by and between the City of Miami, a municipal corporation of the State of Florida whose principal address is 444 Southwest 2nd Avenue, 10th Floor, Miami, Florida 33130 (the "City"); Miami-Dade County, a political subdivision of the State of Florida, whose principal address is 111 NW 1st Street, Miami, Florida 33128 (the "County") the following terms and conditions:

Recitals

WHEREAS, on March 23, 2017, the City of Miami City Commission adopted Resolution No. 17-0143, approving a memorandum of understanding between the County and City that was subsequently executed on November 6, 2017 (the "Initial MOU"), providing funding in an amount up to Fifty Million Dollars (\$50,000,000.00), subject to (i) availability of the funding from City park impact fees; (ii) reduction of the funding based on the County's receipt of funding from third parties; and (iii) reduction of funding based on reduced project costs ("Absolute Commitment"); and

WHEREAS, on June 20, 2017, the Miami-Dade County Board of County Commissioners adopted Resolution No. 641-17 approving the Initial MOU; and

WHEREAS, under the Initial MOU, the City has already contributed funding of Three Million Eight Hundred Seventy-One Thousand Six Hundred Ninety Dollars (\$3,871,690.00) to The Underline project (the "Contributed Funding"); and

WHEREAS, the terms and conditions of this MOU do not impact two previous separate grant agreements which are (1) a grant in the amount of Two Hundred Thousand Dollars (\$200,000.00) from the City to the Parks Foundation of Miami-Dade County in 2015 for improvements to the Metrorail Right-of-Way for The Underline project (City Resolution No. 15-0371), and (2) a grant not to exceed the amount of One Million Dollars (\$1,000,000.00) from the City to the County for the funding of phase one of The Underline project (City Resolution No. 15-0397), which contributions are not affected by this MOU (together, the "Previous Funding Commitments"); and

WHEREAS, pursuant to City Resolution No. 22-0291, the City desires to continue its commitment to facilitate the design, development, and enhancement of a ten (10) mile long portion of land consisting of the Miami-Dade County Metrorail right of way from the southern seawall of the Miami River to the Dadeland South Metrorail Station, in connection with a series of multiple open space recreational areas, walkways, trails, and bikeways projects collectively known as The Underline (hereinafter, "The Underline"); and

WHEREAS, rather than providing a grant for The Underline that is subject to reduction as provided in the Initial MOU, the City desires to provide an amount certain and the County desires to accept an amount certain, through a significant reduction from the

original Absolute Commitment, which funds shall be collected through the City's park impact fees relating back to September 8, 2016, which is the date that the City Commission passed Resolution No. 16-0409, and which may be used by the County for the Qualifying Expenses defined herein; and

WHEREAS, as amended, the revised grant amount, exclusive of the Previous Funding Commitments, is Fifteen Million Dollars (\$15,000,000.00) less the Contributed Funding. In the avoidance of doubt, therefore, the total amount owed by the City of Miami to Miami-Dade County at this time of execution of this agreement is Eleven Million One Hundred Twenty Eight Thousand Three Hundred Ten Dollar (\$11,128,310.00) (the "Grant"); and

WHEREAS, the City and County will have obtained as of the date hereof the legislative, administrative, or other necessary approvals and authorizations to enter into this MOU setting forth the County's and City's rights and obligations;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and the County agree as follows:

Terms and Conditions

1. **Incorporation of Recitals; Effect on Other Agreements.** Each of the foregoing recitals are true and correct, incorporated herein by reference, and made a part hereof.

a. **Other Agreements.** This MOU is intended to and shall amend, restate, and supersede, in every respect, the Initial MOU, which shall be of no further force or effect; no other agreement between the County and City shall be modified, superseded, or in any other manner impacted by the approval of this MOU.

b. **Compliance with Initial MOU.** Each party acknowledges and agrees that the other party has complied with the terms and conditions of the Initial MOU and that (i) neither party thereto owes the other party any monetary amounts under the Initial MOU and (ii) that neither party thereto shall have a claim against the other arising out of or relating to the performance of any right or obligation under the Initial MOU.

2. **Funding and Use of Grant.** On the terms and conditions set forth herein and the County's compliance with all of its obligations hereunder, the City hereby agrees to make available to the County the Grant to be used for the design, development, and enhancement of The Underline within the City's territorial boundaries.

a. **Funding.** The County acknowledging the City's prior contribution of the Contributed Funds, the City shall provide the remainder of the Grant funds to the County within thirty (30) days of the Effective Date of this MOU. The County shall be required to deposit any such funds into a segregated account within the County's internal finance system. The City represents and warrants that Grant funds will be provided to the County from a funding source that shall not limit or compromise the County's ability to use

The Underline for public transportation purposes, including for the continued operation of existing systems and services or for the future expansion of public transportation systems and services.

b. **Use of Grant.** The Grant shall be expended on Qualifying Expenses incurred in connection with the planning, design, development and enhancement of The Underline within the City's territorial boundaries. For the purpose of this MOU, a Qualifying Expense shall mean all planning, design, development and enhancement costs, including, for example, the costs of land acquisition and development, expansion of existing surfaces, surveying, site testing, construction, engineering, construction management and inspection, and permitting. Qualifying Expenses shall specifically exclude costs related to the operation and maintenance of The Underline, and costs associated with environmental remediation.

3. **Grant Administration; Quarterly Reporting Requirements.** The County shall not require the City's approval before expending Grant funds that have been transferred to the County pursuant to § 2(a), above. Notwithstanding the foregoing, the County shall provide the City with a quarterly report detailing how the County has expended Grant funds.

4. **Term.** The term of this MOU shall commence on the Effective Date and shall conclude upon the earlier of:

a. The City's transfer of the full Grant amounts pursuant to § 2(a) of this MOU; or

b. Except as provided in the last sentence of this paragraph, the issuance of a notice of termination for default by any party, which shall be issued only in the event of a material default of this MOU and only after sixty (60) days have elapsed from the issuance of a notice of default identifying the default(s) to be relied upon in the notice of termination. During the 60-day period, the party against whom default is alleged may cure the alleged default, in which case the notice of termination shall not issue. If the alleged default cannot be cured within the 60-day period, but the party against whom default is alleged commenced efforts to cure the alleged default within the 60-day period, then a notice of termination shall not issue as long as efforts to cure the default remain in progress; or

c. Except as provided in subsection (ii) of this paragraph, the issuance of a notice of termination for convenience by any party to this MOU, which termination shall be effective fifteen (15) days after its issuance. In the event of termination pursuant to this subparagraph:

i. If by the City, the City shall be relieved of all obligations under this MOU except those obligations that expressly survive the termination of this MOU; provided, however, that the City shall not be entitled to reclaim funds previously transferred to the County under § 2(a) of this MOU, provided that such funds are expended in compliance with the restrictions set forth herein; or

ii. If by the County, until funds provided to the County in

accordance with § 2(a) are exhausted, the County shall continue to utilize such funds in accordance with § 2(b) and provide the City with the quarterly reports required under §§ 2(a) and 3. Upon exhaustion of such funds, the County shall be relieved of all obligations under this MOU except those obligations that expressly survive the termination of this MOU.

5. **Survival of Rights and Obligations / Representations and Warranties.** Termination of this MOU will not relieve any party of liability for any claim(s) against it that arose before the termination of the MOU, including the obligation to indemnify in accordance with § 11 of this MOU. The representation and warranty contained within § 2(a) of this MOU shall continue indefinitely beyond the termination of this MOU. The City shall have a continuing right to audit the County, solely to evaluate compliance with §§ 2(a) and (b) and (3) for a period of four (4) years beyond the date of the final report provided by the County to the City pursuant to §§ 2 (a) and (b) and 3.

6. **Audit Rights.** During the term of this MOU and upon reasonable notice, the City shall have the right to conduct audits of all of the County's records pertaining to the Grant and to visit any site on which Grant funds have been expended in order to conduct monitoring and evaluation activities. Any monitoring and evaluation activities conducted by the City shall be conducted at the City's own expense and without disruption to the County's, and/or its affiliated entities' operations on said site. Any such site visits by the City shall be coordinated in advance with the County and (as applicable) the construction contractor on site.

7. **Notice.** All notices or other communications that may be given pursuant to this MOU shall be in writing and delivered by electronic mail, personal service, or registered mail to the address indicated for the particular party below. Such notice shall be considered given on the day of e-mailing or personal service, or if by registered mail, five (5) days after posting. It is understood and agreed that notice may be provided to the successor of any officials listed below. If notice is:

To the City:

City Manager, City of Miami
444 Southwest 2nd Avenue, 10th Floor
Miami, Florida 33130
Attn.: Art Noriega, City Manager

AND

City Attorney, City of Miami
444 Southwest 2nd Avenue, Suite 915
Miami, Florida 33130
Attn.: Victoria Mendez, City Attorney

To the County:

Miami-Dade County Mayor's Office
111 Northwest 1st Street, 29th Floor
Miami, Florida 33128
Attn.: County Mayor

AND

Miami-Dade County Attorney
111 Northwest 1st Street. 28th Floor
Miami, Florida 33128
Attn.: County Attorney

8. **Exclusive Remedies for Noncompliance.** If the County expends the Grant for a purpose other than as permitted by § 2(b) of this MOU, the City's sole and exclusive remedy

under this MOU shall be that the County shall be required to reimburse the City in the amount of the improper expenditure(s). An expenditure shall be presumptively improper (subject to rebuttal through evidence) if it is not accounted for in the reports provided by the County to the City in compliance with and pursuant to §§ 2(a) and (b) and 3.

9. **Liability of City.** In the event of breach of this MOU by the City or the County a party may only seek specific performance of this MOU and any recovery shall be limited to the funding from the Grant pursuant to this MOU. In no event shall the City be liable to the County for additional compensation, including consequential or incidental costs or damages.

10. **Marketing.** In a manner that is commensurate with the amount of funds provided by the City to the County pursuant to § 2(a) of this MOU, as reasonably determined by the County, the County shall mention that the development of The Underline was supported and funded by the City on all approved signage within the territorial limits of the City, promotional media and brochures, publications and similar documents, or data pertaining to the development of The Underline. The foregoing, however, shall not be construed to require the County to erect signage specifically to recognize the City's contributions under this MOU.

11. **Indemnification.**

a. **By the County.** The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of § 768.28, Fla. Stat., subject to the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00 from any and all personal or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of negligence of the County. However, nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

b. **By the City.** The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of § 768.28, Fla. Stat., subject to the provisions of that statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00 from any and all personal or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of negligence of the City. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

12. **Non-Delegability.** The obligations of the County under this MOU shall not be delegated or assigned to any other party without the City's prior written consent which may be withheld by the City, in its sole discretion, for any or no reason whatsoever. However, it is understood that the County will require the services of various contractors and subcontractors to facilitate the creation and completion of The Underline. Nothing herein shall be construed as prohibiting the County from contracting with others to facilitate

the design, development and enhancement of The Underline consistent with the restrictions of the use of the Grant.

13. **Amendments.** No amendment to this MOU shall be binding on any party, unless in writing and signed by the respective authorized representatives of the other parties.

14. **Interpretation.** This MOU shall be interpreted in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida

a. **Captions.** The captions in this MOU are for convenience only and are not a part of this MOU and do not in any way define, limit, describe or amplify the terms and provisions of this MOU or the scope or intent thereof

b. **Entire Agreement.** This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly sets forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the City and the County relating to the MOU. Any promises, negotiations, or representations not expressly set forth in this MOU are of no force or effect. This MOU shall not be modified in any manner except by an instrument in writing executed by the respective authorized representatives of the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. **Construction.** Should the provisions of this MOU require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this MOU.

d. **Covenants.** Each covenant, agreement, obligation, term, condition or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this MOU unless otherwise expressly provided. All of the terms and conditions set forth in this MOU shall apply throughout the term of this MOU unless otherwise expressly set forth herein.

e. **Conflicting Terms.** In the event of conflict between the terms of this MOU and any terms or conditions contained in any attached documents, the terms of this MOU shall govern.

f. **Waiver.** No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **Severability.** Should any provision contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms

and provisions of this MOU shall remain unmodified and in full force and effect.

h. **Third-Party Beneficiaries.** No provision of this MOU shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this MOU, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

15. **Attorneys' Fees and Costs.** In the event of any litigation between the parties under this MOU, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

16. **Compliance with Federal, State, and Local Laws.** The City, and the County understand that this MOU is subject to certain federal, state, and local laws and regulations pertaining to public records, conflicts of interest, record keeping, etc. and each agree to comply with and observe all applicable laws, statutes, rules, regulations, codes, and ordinances as such may be amended from time to time.

17. **Counterparts and Electronic Signatures.** This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same MOU. The parties hereto shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed MOU upon request.

[Signature Page Follows]

IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s) this
____ day of _____, 2022.

ATTEST:
Harvey Ruvin, Clerk

MIAMI-DADE COUNTY, FLORIDA
By its Board of County Commissioners

Deputy Clerk

Daniella Levine Cava, Mayor

As to form and legal sufficiency:

Miguel A. Gonzalez
Assistant County Attorney

ATTEST:

CITY OF MIAMI

Todd Hannon, City Clerk

Art Noriega, City Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

APPROVED AS TO RISK
MANAGEMENT REQUIREMENTS:

Victoria Mendez, City Attorney

Anne Marie Sharpe, Risk Manager
Department of Risk Management