

MEMORANDUM

Agenda Item No. 8(O)(5)

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

DATE: September 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a Settlement Agreement between Synagro South LLC and Miami-Dade County under which the County agrees to release its claims against Synagro South LLC and dismiss its lawsuit with prejudice against Synagro South LLC in exchange for Synagro South LLC releasing its claims against the County, dismissing its counterclaim against the County with prejudice, and paying the County \$1,000,000.00 in the form of a \$300,000.00 cash payment and a \$700,000.00 credit on future work performed on County contracts involving services for the Miami-Dade Water and Sewer Department; and authorizing the County Mayor to exercise any rights contained within the Settlement Agreement

Resolution No. R-769-23

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001

Memorandum



Date: September 6, 2023

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

From: Daniella Levine Cava
Mayor

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

Subject: Approval of Settlement Agreement between Synagro South LLC and Miami-Dade County to Resolve a Lawsuit Relating to Sludge Hauling Services

Executive Summary

The attached resolution seeks approval of a Settlement Agreement between Miami-Dade County (the "County") and Synagro South LLC ("Synagro") (collectively, the "Parties"). The Settlement Agreement, which is attached hereto as Exhibit A, resolves a lawsuit that was brought against Synagro by the County based on the findings laid out in the April 2020 Audit Report, Miami-Dade Water and Sewer Department Hauling and Disposal of Class "B" Biosolids Contract Review (the "Audit"), prepared by the County's Audit Management Services ("AMS"). The Audit identified areas within the Miami-Dade Water and Sewer Department's ("WASD") operations related to sludge hauling services that needed to be improved but also identified potentially improper and inaccurate invoices that had been submitted to the County for payment by Synagro and other sludge hauling companies for hauling services rendered between May 2014 and September 2019. Subsequently, the County filed a lawsuit against Synagro for breach of contract, unjust enrichment, and violation of section 21-255 of the Code of Miami-Dade County based on the questionable transactions, as alleged in the Audit.

Pursuant to the Settlement Agreement, Synagro will pay the County \$1,000,000: \$300,000 will be paid in cash within 30 days of the approval and execution of the attached Settlement Agreement and the remaining \$700,000 will be paid through a 10% discount on invoices submitted by Synagro for work performed on any current or future contracts with WASD until the \$700,000 credit has been satisfied in full. The Settlement Agreement provides, among other things, that this dispute will not affect Synagro's ability to do business with the County or cause it to be deemed a not responsible bidder for purposes of any current or future contracts with the County. Synagro will also be allowed to reenter the current sludge hauling pool, which will expire in October 2024, and bid on future contracts for sludge hauling services with the County.

Recommendation

It is recommended that the Board of County Commissioners (the "Board") adopt the attached resolution authorizing execution of the Settlement Agreement between the County and Synagro.

Scope

The scope of this item is countywide in nature.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the Settlement Agreement for and on behalf of the County and to exercise any rights contained therein.

Fiscal Impact/Funding Source

Under the terms of this Settlement Agreement, Synagro will pay the County \$1,000,000. \$300,000 of the amount will be paid in cash within 30 days of the approval and execution of the attached Settlement Agreement, and the remaining \$700,000 will be paid through a 10% discount on invoices submitted by Synagro for work performed specifically for WASD on any current or future County contracts.

Track Recorder/Monitor

WASD's Chief Financial Officer, Francis Morris, will oversee implementation of the Settlement Agreement.

Background

On March 4, 2014, the Board approved, via Resolution No. R-212-14, a pool of four (4) haulers under Contract No. 7122-1/23 for an initial five-year term, with one five-year option to renew, for the hauling and disposal of Class B Biosolids from WASD's South and Central District Wastewater Treatment Plants (the "Contract"). Class B Biosolid requirements ensure that pathogens have been reduced to levels that protect public health and the environment and include certain restrictions for crop harvesting, grazing animals, and public contact. Class B Biosolids that are unable to meet the above criteria must be disposed of via the landfill method; therefore, hauling services are needed to transport the Class B Biosolids (also referred to as sludge) to landfills.

From May 2014 to September 2019, in accordance with the Contract, Synagro and its subcontractors performed sludge hauling services for WASD and submitted invoices to the County, which the County paid.

In approximately November 2017, AMS began an audit to evaluate WASD's operations relating to the sludge hauling services at the South and Central District Wastewater Treatment Plants. In addition to identifying numerous areas that needed improvement at WASD, AMS also analyzed the transactions between WASD and the pool of haulers performing services under the Contract.

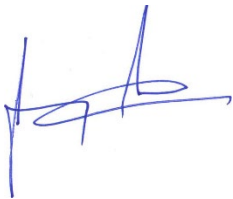
On October 29, 2019, through Resolution No. R-1145-19, the Board extended the Contract on a month-to-month basis while AMS completed the Audit.

In April 2020, AMS issued the Audit and concluded that three (3) of the four (4) hauling companies performing work for WASD through the pool, including Synagro, had sent inaccurate and/or fraudulent invoices for sludge hauling services that had not actually been performed. Two (2) of the haulers identified in the Audit, Waste Management Inc. of Florida and H&H Liquid Sludge Disposal, Inc., immediately settled with the County and were permitted to continue performing sludge hauling services under the Contract. Synagro, however, was unable to reach a resolution of the matter with the County, and, accordingly, its Contract for sludge hauling services was terminated.

In 2022, the County filed a complaint against Synagro in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida—Miami-Dade County, Florida v. Synagro South LLC, Case No. 2022-7289-CA-01 (the "Case"). Based on the findings set forth in the Audit, the Complaint asserted causes of action against Synagro for breach of contract, unjust enrichment, and violation of section 21-255 of the Code of Miami-Dade County based on questionable transactions and sought damages of approximately \$1.8 million. Synagro filed a counterclaim against the County seeking interest that it contended was owed as a result of late payments by WASD on invoices for services performed prior to termination of the Contract.

After exchanging written discovery and thousands of pages of documents in the Case, the Parties successfully resolved the matter through mediation. Under the Settlement Agreement negotiated at the mediation, the County will voluntarily dismiss the case against Synagro with prejudice, and, in exchange, Synagro will pay the County \$1,000,000 as full and final payment of all claims. Synagro's payment will be effectuated in two parts: (1) \$300,000 will be paid in cash within 30 days of the approval and execution of the attached Settlement Agreement, and (2) the remaining \$700,000 will be paid, at WASD's discretion, through a 10% discount on invoices submitted by Synagro for services performed for WASD on any current or future County contract until the \$700,000 credit has been satisfied in full. In addition, the County agrees that this matter will not be used against Synagro to prevent it from being deemed a responsible vendor when participating in current contracts or bidding on future contracts with the County.

Due to the inherent uncertainties of litigation, as well as the high litigation costs that would likely be incurred by the County if the Case continued to trial, WASD believes that it is in the County's best interest to resolve the dispute between the Parties. WASD recommends approval of the Settlement Agreement.



Jimmy Morales
Chief Operations Officer

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida,

Plaintiff,

v.

CASE NO. 2022-7289-CA-01

SYNAGRO SOUTH LLC, a
Delaware Limited Liability Company,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into this ____ day of June, 2023, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and SYNAGRO SOUTH LLC, a Delaware Limited Liability Company ("Synagro," and, collectively with the County, the "Parties").

WHEREAS, the County initiated a lawsuit against Synagro in the Circuit Court for the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No.: 2022-7289-CA-01, through which the County sought recovery of damages for Breach of Contract, Unjust Enrichment and Violation of Section 21-255, Code of Miami-Dade County, based on the County's internal investigation and findings following an April 2020 audit performed by the County's Audit Management Services Department concerning the Miami-Dade Water and Sewer Department's ("WASD's") sludge and grit hauling processes and vendor contracts (the "Lawsuit"); and

WHEREAS, Synagro filed a counterclaim in the Lawsuit against the County seeking damages for Breach of Contract based on the County's alleged failure to promptly pay invoices for services rendered by Synagro (the "Counterclaim"); and

WHEREAS, the Parties want to avoid the associated expense and uncertainty of litigation, and, therefore, desire to amicably resolve their dispute and settle all of their respective claims arising out of the Lawsuit and the Counterclaim;

NOW, THEREFORE, in consideration of the foregoing recitals and following premises, terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are true and correct and that those recitals are incorporated by reference and form a part of this Settlement Agreement.

2. **Effective Date.** The Effective Date of this Settlement Agreement shall be the sooner of: (a) the date of the expiration of the County Mayor's veto period after the approval of this Settlement Agreement by the Board of County Commissioners of Miami-Dade County (the "BCC") without the County Mayor vetoing the BCC's resolution approving same, or (b) the date on which the County Mayor approves the BCC-approved resolution authorizing the execution of this Settlement Agreement, as set forth in Section 3 of this Settlement Agreement, or (c) the date on which the BCC overrides a County Mayor veto of this Settlement Agreement.

3. **County Approval Processes.** The Parties acknowledge that before the County may settle any claims or enter into any binding contractual obligations pursuant to this Settlement Agreement, the County must obtain the approval of the BCC and the subsequent assent of, as applicable, the County Mayor (or, if the County Mayor vetoes any legislation approving this Settlement Agreement, an override of the County Mayor's veto by the BCC).

a. **BCC Approval.** The Parties acknowledge that County Resolution No.

130-06 requires that all non-County parties must execute this Settlement Agreement before the Settlement Agreement may be placed on the BCC's agenda. Accordingly, Synagro agrees to execute this Settlement Agreement before the County and as a precondition of the presentation of this Settlement Agreement to the County Mayor/designee and the BCC. After such execution, Synagro agrees that it may not withdraw from or modify the terms of its settlement, as presented in this Settlement Agreement except as provided in Paragraph 3(c) below.

b. **The Parties' Obligations Before BCC Approval.** Neither Party shall be required to file any document compromising any claims it may have against the other Party and neither shall have to release the other Party until the Effective Date.

c. **Consequence Upon Failure to Obtain BCC Approval.** If the BCC does not approve this Settlement Agreement or override a County Mayor veto of this Settlement Agreement, and after all opportunities for BCC reconsideration have passed, the Parties shall return to the status quo existing before the Parties' preparation of this Settlement Agreement, and the fact that the County and Synagro sought to negotiate a resolution of their dispute, including any supporting documents necessary to present this Settlement Agreement to the BCC, shall be inadmissible for all reasons and shall not prejudice any of their pre-existing rights and remedies with respect to each other or any other person or entity.

4. **Agreement to Settle: No Admission of Liability.** Subject to the terms and conditions of this Settlement Agreement, the Parties hereby agree that the terms of this Settlement Agreement, the payment of any monies, or any other action of forbearance taken pursuant to this Settlement Agreement shall in no way constitute, nor be construed as, an admission of liability or acknowledgment of the validity of any allegation, finding or conclusion, by the Parties, or their respective agents, but rather are made as a contractual settlement by way

of compromise for the purpose of settling the claims, controversies, and differences addressed herein and to avoid the expense and uncertainty of litigation. Moreover, this Settlement Agreement shall not be admissible in any proceeding for any purpose, except for the purpose of establishing a claim of default or violation of the provisions contained herein.

a. **Payment Terms.** After receipt of this signed Settlement Agreement, Synagro shall pay unto the County the total sum of **\$300,000.00** (Three Hundred Thousand Dollars and 00/100 Cents) within thirty (30) days of the Effective Date. In addition, Synagro agrees to provide a credit to the County in the amount of **\$700,000.00** (Seven Hundred Thousand Dollars and 00/100 Cents), which credit shall be given via a 10% discount on monthly invoices of WASD's choosing in its sole discretion for services rendered to WASD by Synagro until such time as the \$700,000 total has been paid in full to the County through the 10% discounts to be applied to invoices submitted for services rendered to WASD by Synagro.

b. **Payment Method.** Synagro must pay the **\$300,000.00** cash sum due above to the County by check.

c. **Current Contract.** In exchange for the payment and credit referenced in Paragraph 4(a) above, immediately upon payment by Synagro of the \$300,000 noted above, the County agrees to allow Synagro to reenter the current vendor pool for sludge and grit hauling services for Contract 7122-1/23, which Contract is expected to run through approximately October 2024. Although Synagro will be considered an approved vendor in the pool for Contract 7122-1/23, the County does not guarantee Synagro any work, or any quantity of work, pursuant to Contract 7122-1/23.

d. **Future Contracts.** In exchange for the payment and credit referenced in Paragraph 4(a) above, immediately upon payment by Synagro of the \$300,000 noted above, the

County agrees to deem Synagro an eligible and responsible vendor, contractor, bidder or responder as of the Effective Date of this Settlement Agreement for purposes of Synagro maintaining existing contracts or obtaining new contracts with the County, insofar as that responsibility determination is premised solely on the matters contained in the Complaint in this Lawsuit, the Audit referenced in the Complaint, or relating in any way to the instant Lawsuit and Counterclaim. The County affirms and agrees that (i) Synagro may participate in any and all future County procurement opportunities, and (ii) nothing in this Settlement Agreement does, or can be read to, foreclose or limit Synagro's ability to do so, and (iii) this Settlement Agreement shall not be used in any manner against Synagro in any future procurement opportunity or competition.

5. **County's Release.** As part and parcel of this Agreement, and in consideration of the \$300,000.00 cash payment to be made and the \$700,000.00 credit to be provided by Synagro pursuant to Paragraph 4 above, the County hereby releases, acquits, satisfies, and forever discharges Synagro and its past, present, and future directors shareholders, partners, officers, members, beneficial owners, investors, agents, employees, attorneys, experts, consultants, successors, assigns, subsidiaries or affiliated business entities, predecessor or successor business entities, and representatives, from any and all obligations, actions, causes of actions, rights, damages, punitive damages, attorneys' fees, costs, expenses and compensation of any nature, judgments, claims, counterclaims, demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined, at law or in equity which it now has or may have from the beginning of time to the Effective Date of this Settlement Agreement, regarding or relating in any way to the Lawsuit, the Audit, or the contract between the County and Synagro that was the subject of the Audit.

6. **Synagro's Release.** As part and parcel of this Settlement Agreement, and in consideration of the benefits conferred herein, Synagro hereby releases, acquits, satisfies, and forever discharges the County and its officers, directors, agents, successors, sureties, representatives, executors, attorneys, experts, consultants, and employees from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined, at law or in equity which it now has or may have from the beginning of time to the Effective Date of this Settlement Agreement and/or that otherwise could have been brought against the County in the Lawsuit.

7. **Dismissal of the Lawsuit and the Counterclaim.** Within ten (10) days of Synagro's payment of the \$300,000 described in Paragraph 4(a) above, the Parties shall dismiss the Lawsuit and Counterclaim with prejudice, through the filing of a Joint Notice of Voluntary Dismissal with Prejudice. Each Party agrees to bear its own attorneys' fees and costs relating to the Lawsuit and the Counterclaim.

8. **Florida Law Applies; Exclusive Venue.** This Settlement Agreement shall be construed under the laws of the State of Florida. Venue for any dispute arising out of this Settlement Agreement shall lie exclusively with the Judge in Section 30 of the Circuit Court in the Eleventh Judicial Circuit in and for Miami-Dade County.

9. **Entire Agreement: Modification.** This Settlement Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the Parties to this Settlement Agreement with respect to the subject matter of this Settlement Agreement. No supplement, modification, or amendment to this Settlement Agreement shall be binding unless it is duly executed in writing by all Parties.

10. **Rule of Construction: Opportunity to Review.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Settlement Agreement and that no presumptions or inference shall apply against any Party hereto as to its construction. The Parties declare that: (a) they have completely read the terms of this Settlement Agreement, (b) they have had the opportunity to discuss the terms of the Settlement Agreement with legal counsel of their choice, and (c) they fully understand and voluntarily accept the terms of this Settlement Agreement for the purpose of making a full and final compromise, adjustment and settlement of claims.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, officers, directors, predecessors, affiliates, parents, subsidiaries, successors or assigns in connection with the obligations in this Settlement Agreement as well as any legal action arising out of the Settlement Agreement.

12. **Authority to Execute and Bind.** By executing this Settlement Agreement, the undersigned warrant and represent that they are authorized to enter into this Settlement Agreement and empowered to bind their respective Parties to these terms and, where applicable, their parents, affiliates, subsidiaries, successors, assignees and related entities. Further, the Parties represent that they have not assigned any of their respective rights or claims that are the subject of this Settlement Agreement to any third party.

13. **Captions.** The captions or headings in this Settlement Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Settlement Agreement.

14. **Severability.** The Parties have attempted to create a Settlement Agreement that

is lawful and enforceable in all respects. The validity of this Settlement Agreement shall not be affected by any subsequent changes in federal, state or County law, whether through legislation or judicial interpretation, which create, eliminate, or change the rights and obligations of the Parties. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Settlement Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15. **Counterparts; Electronic Signatures.** The Parties agree that this Settlement Agreement, and any and all other documents in connection with this Settlement Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Agreement. This Agreement may be executed as facsimile, email, or electronic originals, and each copy of this Settlement Agreement bearing the facsimile, email, or electronic transmitted signature of any Party's authorized representative shall be deemed to be an original.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release by their duly authorized representatives as of the date of year appearing by their respective signatures.

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Daniella Levine Cava
County Mayor

ATTEST:

By: [Signature]
Signature

Alan Slepian, Secretary
Print Name

SYNAGRO SOUTH LLC
By: [Signature]
Signature

Robert Preston, President
Print Name

STATE OF MARYLAND
COUNTY OF BALTIMORE

The foregoing instrument was acknowledged before me this 21st day of June 2023, by Robert Preston, as President, and Alan Slepian, as Secretary, of Synagro South LLC, a Delaware limited liability company, on behalf of the LLC. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Constance A. Reynolds.
Notary Public
Constance A. Reynolds.
Print Name

73136
Serial Number

Approved for Legal Sufficiency:

Assistant County Attorney

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2023



MEMORANDUM

(Revised)

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

DATE: September 6, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(5)

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 *Daniella Leme Cara* Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(5)
9-6-23

RESOLUTION NO. R-769-23

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A SETTLEMENT AGREEMENT BETWEEN SYNAGRO SOUTH LLC AND MIAMI-DADE COUNTY UNDER WHICH THE COUNTY AGREES TO RELEASE ITS CLAIMS AGAINST SYNAGRO SOUTH LLC AND DISMISS ITS LAWSUIT WITH PREJUDICE AGAINST SYNAGRO SOUTH LLC IN EXCHANGE FOR SYNAGRO SOUTH LLC RELEASING ITS CLAIMS AGAINST THE COUNTY, DISMISSING ITS COUNTERCLAIM AGAINST THE COUNTY WITH PREJUDICE, AND PAYING THE COUNTY \$1,000,000.00 IN THE FORM OF A \$300,000.00 CASH PAYMENT AND A \$700,000.00 CREDIT ON FUTURE WORK PERFORMED ON COUNTY CONTRACTS INVOLVING SERVICES FOR THE MIAMI-DADE WATER AND SEWER DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED WITHIN THE SETTLEMENT AGREEMENT

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

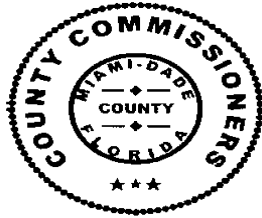
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves and authorizes the County Mayor or County Mayor's designee to execute a Settlement Agreement between the County and Synagro South LLC ("Synagro"), in substantially the form attached to the accompanying Memorandum as Exhibit A. Under the Settlement Agreement, the County agrees to release its claims against Synagro and dismiss its lawsuit against Synagro with prejudice. In exchange, Synagro agrees to release its claims against the County, dismiss its counterclaim against the County with prejudice, and pay the County \$1,000,000.00 in the form of a \$300,000.00 cash

payment within 30 days of the approval and execution of the attached Settlement Agreement and a \$700,000.00 credit on future work to be performed by Synagro on County contracts that include services for the Miami-Dade Water and Sewer Department. The \$700,000.00 credit from Synagro will be obtained through applying a 10% discount to invoices of WASD's choosing until the \$700,000.00 credit has been satisfied in full. The Board further authorizes the County Mayor or County Mayor's designee to exercise any rights contained within the Settlement Agreement.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, 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 6th day of September, 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis