

MEMORANDUM

Agenda Item No. 8(H)(1)

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

DATE: March 5, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the execution by the County Mayor of a Memorandum of Agreement between Miami-Dade County and the Miami Downtown Development Authority for the provision of funding for the construction of a dog spot within the First Street Metromover Station pursuant to section 2-9 and 2-10 of the County Code; authorizing the County Mayor to execute same and exercise all provisions contained therein

Resolution No. R-180-24

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: March 5, 2024

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

From: Daniella Levine Cava
Mayor 

Subject: Memorandum of Agreement with the Miami Downtown Development Authority for the Provision of Funding Toward Construction of a Dog Facility within the First Street Metromover Station.

Executive Summary

This item ratifies an executed Memorandum of Agreement (MOA) between Miami-Dade County and the Miami Downtown Development Authority (DDA) for the provision of one hundred thousand dollars (\$100,000.00) towards the construction of a dog facility on the ground level of the First Street Metromover Station. The dog facility (Dog Spot) will provide a location for nearby residents with dogs to provide safe place for pet relief, promote a cleaner downtown area, and sense of community among dog owners. Pursuant to Sections 2.9 and 2.10 of the Code of Miami-Dade County (Code), this Agreement is subject to ratification by the Board of County Commissioners (Board). The County and the DDA executed the agreement on April 11, 2023.

Recommendation

It is recommended that the Board approve the attached resolution ratifying the execution of an MOA (Attachment A) between Miami-Dade County and the DDA for the provision of \$100,000.00 toward the construction of a Dog Spot at ground level of the First Street Metromover Station; authorizing the Mayor or Mayor's designee to execute same and exercise all provisions contained therein.

Scope

The Project is located at the ground level of the First Street Metromover Station, 245 NE 1st Avenue, Folio No. 01-0100-000-0022. This property is located within County Commission District 5, represented by Commissioner Eileen Higgins. The dog facility (Dog Spot) will provide a location for nearby residents with dogs to provide safe place for pet relief, promote a cleaner downtown area, and sense of community among dog owners.

Delegation of Authority

The County Mayor or County Mayor's designee shall have the authority to execute the Memorandum of Agreement and exercise all rights therein.

Fiscal Impact/Funding Source

This agreement results in a positive fiscal impact to the County of \$100,000.00 towards the development of the First Street Metromover Station Dog Spot.

Track Record/Monitor

Angus Laney, PROS Chief of Budget will monitor the receipt of DDA funds towards the construction of this project. Joe Cornely, Assistant Director of the Parks, Recreation and Open Spaces Department

Planning, Design and Construction Excellence Division will monitor the completion of design and construction of the Project.

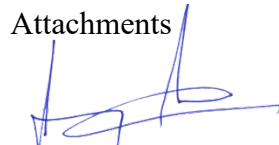
Background

In coordination with Commission District 5, the Parks, Recreation and Open Spaces Department (PROS), the Department of Transportation and Public Works (DTPW), and the DDA are partnering to provide a dog spot facility for community benefit. Due to limited locations for dog owners to bring their dogs for safe relief within the downtown area, the ground level of the First Street Metromover Station has been identified for the development of the Dog Spot facility. On August 26, 2022, an Interdepartmental Agreement between PROS and DTPW was executed for the development of a dog spot by PROS within the First Street Metromover station. The facility will include a fenced dog area, concrete walkways, park furniture, dog drinking fountain, lighting, dog waste station, signage, and landscaping. The dog spot will provide a location for nearby residents with dogs to provide safe place for pet relief, promote a cleaner downtown area, and sense of community among dog owners.

The DDA Board of Directors approved Resolution No. 017/2019 related to the Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2019 through September 30, 2020. This budget included the provision of \$100,000.00 towards the development of the Dog Spot to be located within the DDA district. An MOA between Miami-Dade County and the DDA for funding was signed on April 11, 2023.

The DDA contribution of \$100,000.00 complements the cost of the design and construction of the Dog Spot, funded by the County. The Dog Spot project is currently under construction and is expected to be completed April 2024.

Attachments



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

Downtown First Street MetroMover Station - Dog Spot
Memorandum of Agreement
between the Miami Downtown Development Authority and
Miami-Dade County

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between the **MIAMI DOWNTOWN DEVELOPMENT AUTHORITY**, an independent City of Miami Agency, hereinafter referred to as the "**DDA**", and **MIAMI-DADE COUNTY**, a political subdivision of the **STATE OF FLORIDA**, hereinafter referred to as the "**COUNTY**," collectively referred to as the "**Parties**" regarding the development of a dog facility to be located at the First Street MetroMover Station, hereinafter referred to as the "**Dog Spot**" is effective as of the 1st day of April, 2023 ("Effective Date"). This Agreement is designed to describe the collective intent of the Parties to work toward the achievement of the goals outlined below.

WITNESSETH

WHEREAS, the **DDA** and the **COUNTY**, have identified the MetroMover Stations within the downtown area as priority gateways into the core of the downtown Miami area; and

WHEREAS, the **DDA** and the **COUNTY** share the common goal of improving the physical appearance of Downtown, as a vital component of the overall economic well-being of Miami-Dade County; and

WHEREAS, dog facilities provide a safe place for pet relief which can be maintained and promotes a cleaner downtown area; and

WHEREAS, dog facilities provide a safe space for dogs to exercise off-leash and promote a sense of community among dog owners; and

WHEREAS, the 1st Street MetroMover, located at Folio 01-0100-000-0022, between NE 1st street and NE 2nd Street, in downtown Miami Florida, location as indicated in Exhibit A of this agreement ("Dog Spot Location") attached herein, currently does not have a dog facility and it would be beneficial to residents of the **DDA** District to have a fenced dog facility in this area (the "Dog Spot"); and

WHEREAS, per Resolution No. 017/2019 (Exhibit B) the **DDA** is committed to providing to the **County** one hundred thousand dollars (\$100,000.00) from the FY 2019-2020 Budget for the development of the Dog Spot to be located within the **DDA** district; and

WHEREAS, the County through it's Parks, Recreation and Open Spaces (PROS) Department will design and construct the Dog Spot; and

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree to the following scope of services.

1. The **DDA** shall provide funding to the County for development of the Dog Spot in a one-time not to exceed amount of one hundred thousand dollars (\$100,000.00), subject to all required budgetary funding approvals.
2. Disbursement of funds from the **DDA** to the **County** shall occur within ninety (90) days of the Effective Date of this agreement.
3. Upon receipt of the funding from the **DDA**, the **County** shall utilize the funding provided by the **DDA** for the development of the Dog Spot.
4. The term of this agreement shall commence on the Effective Date and shall continue for a period of six (6) months.
5. Nondiscrimination: The Parties represent and warrant each Party does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with this Agreement on account of race, color, sex, religion, age, disability, sexual orientation, marital status or national origin. The Parties further covenant that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, disability, sexual orientation, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
6. As related to the performance of this agreement, the **County** agrees to indemnify and hold harmless the **DDA** and City of Miami to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the **County** shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the **County**. However, nothing herein shall be deemed to indemnify

the **DDA** and City of Miami from any liability or claim arising out of the negligent performance or failure of performance of the **DDA** and City of Miami or any unrelated third party.

7. As related to the performance of this agreement, the **DDA** agrees to indemnify and hold harmless the **County** to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the **DDA** shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the **DDA**. 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.
8. Public Records. Documents pertaining to obligations and responsibilities of **DDA** in carrying out the terms of this Agreement are subject to Public Records Law. Pursuant to Florida Statutes 119.0701(2), **DDA** and **County** agree to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services set forth in this Agreement; (b) provide the public with access to public records at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., 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; and (d) destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided in a format that is compatible with the information technology systems of the **DDA** or **County**. IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-579-6675, delavega@MiamiDDA.com, 200 South Biscayne Blvd., Suite

2929, Miami, FL 33131.

9. Counterparts and Electronic Signatures: This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.
10. Compliance with Laws: The parties agree to comply with and to observe all applicable laws, codes and ordinances as they may be amended from time to time.
11. Notices: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given herein provided. Notice shall be deemed given on the day on which personally delivered; or if by U.S. Mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To Miami-Dade County:
**Miami-Dade Parks, Recreation and Open
Spaces
Director
275 NW 2nd Street, 5th Floor
Miami, Florida 33128**

To the DDA:
**Miami DDA
ATTN: Christina Crespi
200 S Biscayne Blvd, Suite 2929
Miami, FL 33131**

With Copies To:
**Office of the City Attorney
ATT: Victoria Mendez City Attorney
City of Miami
444 S.W. 2nd Avenue, Suite 945
Miami, Florida 33130**

12. Severability: If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.
13. Miscellaneous:

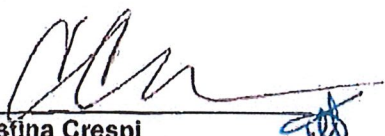
- a. This Agreement shall be construed and enforced according to the laws of the State of Florida. The parties hereto agree that venue for all federal, state and local matters, if any, arising under this Agreement shall be in the applicable respective federal, state, and/or local courts located in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, subject to F.S. 768.28(18), the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Each party shall pay its own costs and attorney's fees.
- b. Title and paragraph headings are for convenient references and are not a part of this Agreement.
- c. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or not modifiable, then the same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- d. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other breach or of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- e. The Agreement constitutes the sole and entire agreement between the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior promises, negotiations, or representations not expressly set forth in this Agreement, including the Attachments hereto, are of no force and effect. No modification to, supplement of, deletion from, amendment or addition to this Amendment shall be valid unless in writing and executed

by the properly authorized representatives of the parties hereto.

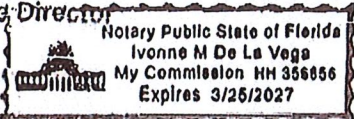
- f. The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written. .

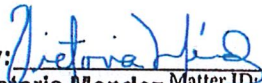
**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: 
Christina Crespi
Executive Director

ATTEST:
Notary Public (SEAL)



APPROVED AS TO LEGAL FORM

By: 
Victoria Mendez Matter ID: 21-1970
City Attorney DGS
Gomez, Digitally signed
by Gomez, Frank
Date: 2023.04.11
By: 
Ann-Marie Sharpe 12:14:31 -04'00'
Risk Management Director

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

By: 
County Mayor or his designee
Jimmy Morales
Chief Operations Officer

Luis G. Montaldo, Clerk Ad Interim

 05/11/2023
Deputy Clerk: Anthony Lavadie - e302751



By: 
County Attorney

EXHIBIT A



OFFICE OF THE PROPERTY APPRAISER

Property Information	
Folio:	01-0100-000-0022
Property Address:	245 NE 1 AVE Miami, FL 33132-00
Owner	MIAMI-DADE COUN MIAMI-DADE TRAN
Mailing Address	701 NW 1 CT STE 1 MIAMI, FL 33136-39
PA Primary Zone	0100 COMMERCIAL NEIGHBORHOOD
Primary Land Use	0017 COUNTY : CO TOTAL VALUE
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	0



Assessment Information			
Year	2020	2019	2018
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$347,164,191	\$347,164,191	\$347,164,191
Assessed Value	\$347,164,191	\$347,164,191	\$347,164,191

Benefits Information				
Benefit	Type	2020	2019	2018
County	Exemption	\$347,164,191	\$347,164,191	\$347,164,191

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
ALL THAT PORTION OF METRO RAIL	
LYG WITHIN THE BDRY OF THE CITY	
OF MIAMI LESS PB 158-31 & LESS	
PB 158-32 & PB 160-93 & LESS	
PB 127-05 & LESS PB 126-48 & LESS	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$347,164,191	\$347,164,191	\$347,164,191
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$347,164,191	\$347,164,191	\$347,164,191
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$347,164,191	\$347,164,191	\$347,164,191
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$347,164,191	\$347,164,191	\$347,164,191
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclosure.asp>

Version:

EXHIBIT B

RESOLUTION NO. 017/2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA ("MIAMI DDA") APPROVING THE PRELIMINARY ANNUAL BUDGET OF THE MIAMI DDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; REQUESTING THAT THE MIAMI CITY COMMISSION ESTABLISH THE MILLAGE TO SUPPORT THE FINANCIAL REQUIREMENTS OF THE BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR OF THE MIAMI DDA TO EXPEND FUNDS FOR THE BUDGET; DIRECTING THE EXECUTIVE DIRECTOR TO FILE A DETAILED STATEMENT OF THE PROPOSED EXPENDITURES AND ESTIMATED REVENUES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020 WITH THE CITY CLERK OF THE CITY OF MIAMI ("CLERK") AFTER ADOPTION AND ESTABLISHMENT OF THE MILLAGE BY THE MIAMI CITY COMMISSION; AND FURTHER PROVIDING THAT A COPY OF THIS RESOLUTION BE FILED WITH THE CLERK.

WHEREAS, the Miami Downtown Development Authority of the City of Miami, Florida ("Miami DDA") has prepared a preliminary budget for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year"); and

WHEREAS, the Board of Directors of the Miami DDA has reviewed said budget on the Estimated Tax Roll provided by Miami-Dade County; and

WHEREAS, the Board of Directors of the Miami DDA finds that the proposed budget is necessary in order to further the objectives of the Miami DDA, as authorized by the Code of the City of Miami, Florida, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals are true and correct and are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The preliminary budget of the Miami DDA, as submitted by the Executive Director is made part of this Resolution and is hereby approved and shall be known as the "Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2019 through September 30, 2020".

Section 3. The following appropriations for the Fiscal Year BEGINNING October 1, 2019 and ending September 30, 2020 are hereby made for the purpose of financing the operations and other legal and proper purposes of the Miami DDA:

		<u>GENERAL FUND</u>	
Revenue Sources			
Ad Valorem Tax Levy	\$	9,920,000	
Other Revenue		365,000	
	Total Sources	10,285,000	
Carryover Funds from Prior Years		2,413,087	
	Total Revenues and Balances	12,698,087	
Use of Funds			
General Expenses		8,577,152	
Leadership, Advocacy and Operations		1,020,200	
Urbanism		4,883,250	
Enterprise		1,920,750	
	Subtotal	11,401,352	
Fund Balances/Reserves		1,296,735	
	Total Uses	12,698,087	

Section 4. The Executive Director is directed to submit a copy of this preliminary budget as well as this Resolution to the Miami City Commission and to request the Miami City Commission to adopt said preliminary budget and establish the millage, authorized by law, to support the financial requirements of this budget.

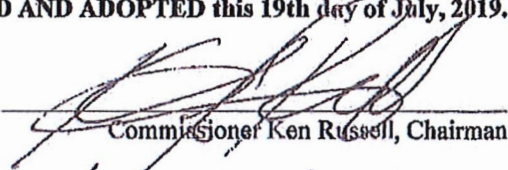
Section 5. The Executive Director is authorized to expend funds, including new salary rates, as provided in said budget, after adoption and establishment of the millage by the Miami City Commission, beginning October 1, 2019.

Section 6. The Executive Director is directed to prepare and file with the City Clerk of the City of Miami, Florida ("Clerk") a detailed statement of the proposed expenditures and estimated revenues for the Fiscal Year 2019-2020, which shall be entitled "Annual Budget of the Miami Downtown Development Authority: Fiscal Year October 1, 2019 through September 30, 2020".

Section 7. A copy of this Resolution and the attachment(s) shall be filed with the Clerk after adoption of the millage by the Miami City Commission.

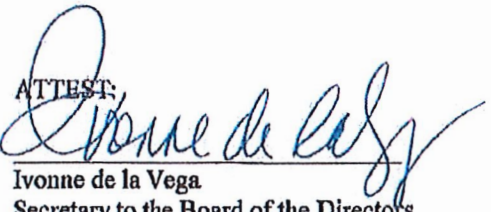
Section 8. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 19th day of July, 2019.


Commissioner Ken Russell, Chairman


Alyce M. Robertson, Executive Director

ATTEST:


Ivonne de la Vega
Secretary to the Board of the Directors



MEMORANDUM

(Revised)

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

DATE: March 5, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
3-5-24

RESOLUTION NO. R-180-24

RESOLUTION RATIFYING THE EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI DOWNTOWN DEVELOPMENT AUTHORITY FOR THE PROVISION OF FUNDING FOR THE CONSTRUCTION OF A DOG SPOT WITHIN THE FIRST STREET METROMOVER STATION PURSUANT TO SECTION 2-9 AND 2-10 OF THE COUNTY CODE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

WHEREAS, sections 2-9 and 2-10 of the Miami-Dade County Code permits the County Mayor or County Mayor's designee to enter into contracts on behalf of the County with municipalities and other governmental units,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. This board ratifies the execution by the County Mayor or County Mayor's designee of a Memorandum of Agreement authorized pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, attached hereto and made part thereof as Attachment A to the County Mayor's memorandum, with the Miami Downtown Development Authority for the provision of \$100,000.00 towards the development of the dog spot within the First Street Metromover Station.

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

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of March, 2024. 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.

mjs

Melanie J. Spencer