# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND

## MIAMI BEACH CHAMBER OF COMMERCE FOR THE ADMINISTRATION OF THE SISTER CITIES PROGRAM

This is a Memorandum of Understanding ("MOU") made and entered into this day of \_\_\_\_\_\_\_, 2019, by and between the City of Miami Beach, Florida, a Florida municipal corporation (the "City" or "Miami Beach") and the Miami Beach Chamber of Commerce, a Florida not-for-profit corporation (the "Chamber") (individually a "Party" and collectively, the "Parties") for the administration of the Sister Cities Program (the "Program") on behalf of the City.

## WITNESSETH

WHEREAS, Sister Cities International (SCI) is a nonpartisan 501(c)(3) nonprofit organization, that serves as the national membership association for individual sister cities, counties and states across the United States. The mission of SCI is "To promote peace through mutual respect, understanding, and cooperation — one individual, one community at a time"; and

WHEREAS, SCI members focus on four main areas of exchange:

- (1) arts and culture;
- (2) business and trade;
- (3) community development; and
- (4) youth and education; and

WHEREAS, the City is a member of SCI and currently has ten (10) Sister Cities affiliated with the City; to wit: (1) Almonte, Spain; (2) Basel, Switzerland; (3) Brampton, Canada; (4) Fortaleza, Brazil; (5) Fujisawa, Japan; (6) Ica, Peru; (7) Krumlov, Czech Republic; (8) Nahariya, Israel; (9) Rio de Janeiro, Brazil; and (10) Santa Marta, Colombia; and

WHEREAS, prior to April 10, 2019, the City's Sister Cities Program (the "Program") had been administered in conjunction with a Coordinating Council (the "Council"), with the Office of the Mayor and City Commission being the supporting City staff department; and

**WHEREAS**, pursuant to Resolution No. 97-22563, the City approved bylaws for the Program, memorializing the Council structure of the Program; and

WHEREAS, the Sister Cities Program is governed by (1) Division 15, entitled "Sister Cities Program", of Article III, entitled "Agencies, Boards and Committees", of Chapter 2 of the Code of the City of Miami Beach, entitled "Administration" (the "Ordinance"); (2) Resolution No. 97-22563, adopted by the Mayor and City Commission; and the guidelines of SCI, all as may be modified from time to time; and

**WHEREAS**, the coordination between the Office of the Mayor and City Commission and a Sister City can be extremely labor intensive; and

**WHEREAS**, the City's Council has not been effective due, in part, to low attendance, as without a quorum the Council cannot operate; and

WHEREAS, the Miami Beach Chamber of Commerce (the "Chamber") has experience engaging internationally and can provide vision as to how the Program can be effective and would serve to enhance the management and administration of the Program; and

WHEREAS, on April 10, 2019, upon second reading, the Mayor and City Commission adopted Ordinance No. 2019-4257, removing the Coordinating Council structure from the City Ordinance and substituting of the Chamber as the administrator of the Program; and

WHEREAS, on April 10, 2019, the Mayor and City Commission adopted Resolution No. 2019-30797, repealing the portion of Resolution No. 97-22563 relating to the approval of the bylaws of the Sister Cities Program and ratification of the members of the Council; and approving, in substantial form, a Memorandum of Understanding with the Chamber for the administration of the Sister Cities Program for an initial term of one (1) year, with subsequent automatic annual renewals, subject to termination by either party upon thirty (30) days notice; said MOU providing for an initial annual management fee to the Chamber, in the amount of \$20,000, with the management fee for each subsequent renewal term being subject to appropriation and approval during the City's budgetary process for each subsequent fiscal year; and, further, authorizing the Mayor and City Clerk to execute the final MOU; and

**WHEREAS**, the Office of the City Manager will be the initial City department which will administer this MOU; however, the City Manager, in his sole discretion, may thereafter designate a different City Department or other staff member to administer this MOU (the "City Manager's designee").

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties hereby agree as follows:

- 1. **Recitals.** The foregoing recitals are hereby acknowledged as true and correct, and are incorporated herein by reference.
- 2. **Purpose.** The purpose of this MOU is to delineate the relationship between the City and the Chamber.
- 3. **Fee.**
- 3.1 In consideration of the Services to be provided, the City will pay the Chamber a stipend, in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars for the Initial Term (the "Fee"), to cover the out-of-pocket operational costs of the Program. The Fee for each subsequent Renewal Term shall be subject to appropriation and approval during the City's budgetary process. The Fee shall be paid in advance at the beginning of each Term. The Chamber will be responsible for any cost overages for any expenses that are approved by the Chamber and which exceed the budgeted Fee for the Term. Any unused portions of the Fee will be rolled over for use during the next ensuing Term.
- 3.2 <u>Annual SCI Dues</u>. The Chamber will not be responsible for payment of any SCI dues from the Fee but will be responsible for billing the City for the annual SCI dues for each Term,

pursuant to subsection 3.3, and, upon receipt of payment from the City, forwarding the payment to SCI.

#### 3.3 Invoicing.

The Chamber shall submit to the City an invoice for the Fee. Upon receipt of an acceptable invoice, the payment shall be made within forty-five (45) days.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the City at the following address:

City of Miami Beach, Florida 1700 Convention Center Drive Miami Beach, Florida 33139 Attention: City Manager or City Manager's designee, as applicable

4. **Term.** The term of this MOU shall be for one (1) year, commencing upon the date when all Parties have executed the MOU (the "Initial Term"), which term shall automatically renew for additional one-year terms (a "Renewal Term"), unless otherwise terminated pursuant to the terms and conditions of the MOU (the Initial Term and any Renewal Term may be referred to herein as a "Term").

#### 5. Termination.

#### 5.1 Termination for Cause.

If the Chamber shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this MOU, the City, through its City Manager, shall thereupon have the right to terminate this MOU for cause. Prior to exercising its option to terminate for cause, the City shall notify the Chamber of its violation of the particular term(s) of this MOU, and shall grant Chamber ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this MOU without further notice to the Chamber. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this MOU.

Notwithstanding the above, the Chamber shall not be relieved of liability to the City for damages sustained by the City by any breach of the MOU by the Chamber. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Chamber. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

#### 5.2 Termination for Convenience.

THE CITY, THROUGH ITS CITY MANAGER, OR THE CHAMBER, THROUGH ITS AUTHORIZED REPRESENTATIVE, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, MAY TERMINATE THE MOU AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO THE OTHER PARTY OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE OTHER PARTY OF SUCH NOTICE.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE CHAMBER, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS MOU FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS MOU ON A GIVEN DATE.

IF THE MOU IS TERMINATED FOR CONVENIENCE BY EITHER PARTY, THE CHAMBER SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS MOU. IN THE EVENT OF A TERMINATION FOR CONVENIENCE, THE CHAMBER WILL BE ENTITLED TO RETAIN THE TOTAL AMOUNT OF THE ANNUAL FEE EXPENDED BY THE CHAMBER THROUGH THE DATE OF TERMINATION, WITH ANY OVERAGE SUMS BEING DUE AND OWING TO THE CITY WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF TERMINATION.

#### 5.3 Termination for Insolvency

The City also reserves the right to terminate the MOU in the event the Chamber is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in subsection 5.2.

#### 6. Scope of Services.

The Chamber is responsible for the administration of the Program with its own personnel, which responsibilities will include, among other things, providing the following services, provided they may be funded within the approved Fee for the Term (collectively, the "Services"):

- 6.1 coordinating meetings with foreign dignitaries and the Office of the City Manager, or City Manager's Designee, as applicable, and attending meetings with representatives of the Sister Cities;
- 6.2 coordinating any arts and culture exchanges, youth education exchanges, business and trade exchanges and community development exchanges;
- 6.3 vetting any new Sister City which may be interested in being affiliated with the City, which are eligible based upon the guidelines set forth in subsection 6.8 and any regulations established by the City Commission by resolution; and
- ensuring that the City's Program is in compliance with the SCI guidelines, including, without limitation, updating the data base of the SCI so that the list of all the Sister Cities affiliated with the City is accurate, and paying, on behalf of the City, the SCI dues which become due during the Term.
- 6.5 Adherence to Standards of Excellence.

- The Chamber agrees to comply with all applicable local, state, and federal laws.
- 6.5.2 The Chamber will ensure that all personnel engaged in providing the Services on behalf of the City shall complete the Success University Program Overview Training once a year, when offered, which training the City offers to the public at no cost.
- 6.5.3 All personnel engaged in providing the Services on behalf of the City shall observe all the graces of personal grooming, keeping a neat, clean, well groomed, and comport themselves in a professional and courteous manner, and shall never have been convicted of a felony.
- 6.5.4 All personnel engaged in providing the Services on behalf of the City are considered "ambassadors" of the City and, shall (at a minimum) comport themselves as follows in the discharge of their duties: greet dignitaries or other representatives of the Sister Cities upon arrival and departure; make every attempt to quickly and courteously expedite any reasonable requests for information with respect to accommodations or other services related to the Services to be performed under the MOU.
- 6.6 Within sixty (60) days from the end of each Term, the Chamber will submit to the City Manager or City Manager's designee, as applicable, an annual report with respect to the Program expenditures and activities for the Term, including all corresponding receipts and a description of all Program activities and events occurring during the Term.
- 6.7 The Chamber will be responsible for approving the hosting official delegates of a Sister City ("Official Delegation Committee"), which process will include preparing an official itinerary of events and paying for the following expenses related to the Official Delegation Committee: securing and paying for transportation, lodging and meals for the official delegates and the events contained in the official itinerary (the "Official Delegation Expenses"). The Chamber will not be responsible for transportation, lodging, meals or other related expenses for any non-official delegates, personnel or guests of the hosted Sister City, which are not pre-approved by the Chamber as part of the Official Delegation Committee. Additionally, the airfare for the Official Delegation Committee (or for any other non-official delegates, personnel or guests) of the Sister City being hosted will be paid by the Sister City and therefore not part of the Official Delegation Expenses. Conversely, when the City is being hosted by a Sister City, the City pays for the airfare expenses for the Mayor and/or other official City representatives, the host Sister City typically covers the transportation, lodging and meals, and the Chamber would cover all other expenses.

#### 6.8 Eligibility/Procedure for Sister City Affiliation.

- 6.8.1 Prior to a foreign city becoming a Sister City to Miami Beach, the foreign city would have to meet at least one of the following criteria (the "Program Criteria"):
  - 6.8.1.1 the demographic of the proposed sister city would have to be similar to Miami Beach, i.e. population, coastal, deep-sea; and/or
  - the proposed sister city would have to have some other quality in common with Miami Beach such as being a major international tourist destination, a significant historic district, a community heavily involved in the entertainment industry, etc.

- 6.8.2 The following shall set forth the procedure for establishing a Sister City affiliation:
  - 6.8.2.1 the foreign city must write a letter to the Chamber, expressing an interest in establishing a Sister City relationship with Miami Beach (an "Affiliation Request");
  - 6.8.2.2 both cities must exchange basic information on their city and surrounding region such as population, industry, culture, government structure, maps, etc.;
  - 6.8.2.3 the Chamber will review compliance with the Program Criteria and submit any Affiliation Requests to the City Manager or City Manager's designee, as applicable;
  - 6.8.2.4 the foreign city must pass a resolution in their municipality establishing a Sister Cities relationship with Miami Beach;
  - 6.8.2.5 the Miami Beach City Commission must adopt a Resolution establishing the Sister Cities relationship; and
  - 6.8.2.6 the proper documentation must be submitted to SCI to document the establishment of an affiliation; and
- 6.9 Submitting for approval, by the Mayor and City Commission, any official acts which may be required by the City including, without limitation, any separations or affiliations of Sister Cities.

## 7. (Intentionally Omitted)

## 8. Limitation of City's Liability.

The City desires to enter into this MOU only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this MOU, so that its liability for any such breach never exceeds the sum of \$10,000. The Chamber hereby expresses its willingness to enter into this MOU with the Chamber's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this MOU, the Chamber hereby agrees that the City shall not be liable to the Chamber for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this MOU.

Nothing contained in this section or elsewhere in this MOU is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28. Florida Statutes.

#### 9. Indemnification.

The Chamber agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic, or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Chamber, its officers, employees, agents, contractors, or any other

person or entity acting under the Chamber's control or supervision, in connection with, related to, or as a result of the Chamber's performance of the Services pursuant to this MOU. To that extent, the Chamber shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

#### 10. Promotion of the Services/Sister City affiliations.

At the request of the City Manager's designee, the Chamber will promote the Sister City affiliations by:

- 10.1 displaying marketing materials provided by the City at the Chamber's office and events:
- 10.2 creating a web link between its website and the Chamber's webpage administered by the City; and
- 10.3 participating in community events sponsored by the City of Miami Beach.

The Chamber will secure the written consent of the City Manager's designee in connection with any written marketing or communications materials relating to the promotion of the Services and Program. The Chamber may use the City's Marks, in connection with providing the City with the Services under this MOU, upon securing the written consent of the City Manager; however, all City Marks shall remain the property of the City and the Chamber shall not have the right to use said City Marks subsequent to the completion or early termination of this MOU.

#### 11. Notices.

All notices and communications in writing required or permitted hereunder must be delivered personally to the representatives of Partner and the City listed below or must be mailed by U.S. registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch) to the addresses set forth below.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CHAMBER: Jerry Libbin, President and CEO

Miami Beach Chamber of Commerce 1920 Meridian Avenue, 3<sup>rd</sup> Floor Miami Beach, Florida 33139

TO CITY: City of Miami Beach

1700 Convention Center Drive 3<sup>rd</sup> Floor

Miami Beach, Florida 33139

Attention: Jimmy L. Morales, City Manager

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh calendar day following the date mailed.

#### 12. No Discrimination.

All Parties hereby agree to comply with all applicable Federal, State, Miami-Dade, and City laws, ordinances and codes, including, without limitation, the Americans with Disabilities Act, as they apply to this MOU.

Additionally, the Chamber shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

# 13. Duty of Care/Compliance with Applicable Laws/Patent Rights; Copyright; and Confidential Findings.

#### **13.1** Duty Of Care

With respect to the performance of the work and/or service contemplated herein, the Chamber shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

#### **13.2** Compliance With Applicable Laws

In its performance of the work and/or services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

#### **13.3** Patent Rights; Copyright; Confidential Findings

Any work product arising out of this MOU, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by the Chamber, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this MOU are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Chamber or its employees or subcontractors, without the prior written consent of the City Manager.

#### 14. Amendments to MOU.

Neither this MOU, nor any of its terms, may be changed, modified or otherwise amended except by an instrument in writing, signed by an authorized representative, which shall be the City Manager, on behalf of the City, and authorized representative of the Chamber.

#### 15. Chamber's Compliance with Florida Public Records Law.

- 15.1 The Chamber shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- 15.3 Pursuant to Section 119.0701 of the Florida Statutes, if the Chamber meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Chamber shall:
  - 15.3.1 keep and maintain public records required by the City to perform the service;
  - 15.3.2 upon request from the City's custodian of public records, provide the City 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. Florida Statutes or as otherwise provided by law:
  - 15.3.3 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 and following completion of the MOU if the Chamber does not transfer the records to the City;
  - 15.3.4 upon completion of the MOU, transfer, at no cost to the City, all public records in possession of the Chamber or keep and maintain public records required by the City to perform the service. If the Chamber transfers all public records to the City upon completion of the MOU, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Chamber keeps and maintains public records upon completion of the MOU, the Chamber shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

#### 15.4 Request For Records: Noncompliance

- 15.4.1 A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Chamber of the request, and the Chamber must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- 15.4.2 The Chamber's failure to comply with the City's request for records shall constitute a breach of this MOU, and the City, at its sole discretion, may: (1) unilaterally terminate the MOU; (2) avail itself of the remedies set forth under the MOU; and/or (3) avail itself of any available remedies at law or in equity.
- 15.4.3 If the Chamber fails to provide the public records to the City within a reasonable time may be subject to penalties under s. <u>119.10</u>.

#### 15.5 Civil Action

- 15.5.1 If a civil action is filed against the Chamber to compel production of public records relating to the City's contract for services, the court shall assess and award against the Chamber the reasonable costs of enforcement, including reasonable attorney fees, if:
  - a. the court determines that the Chamber unlawfully refused to comply with the public records request within a reasonable time; and
  - b. at least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Chamber has not complied with the request, to the City and to the Chamber.
- 15.5.2 A notice complies with subparagraph (15.5.1) (b) if it is sent to the City's custodian of public records and to the Chamber at the Chamber's address listed on its contract with the City or to the Chamber's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- 15.5.3 If the Chamber complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.
- 15.6 IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH** 

ATTENTION: RAFAEL E. GRANADO, CITY CLERK

1700 CONVENTION CENTER DRIVE

**MIAMI BEACH, FLORIDA 33139** 

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV

PHONE: 305-673-7411

#### 16. Audit and Inspections.

Upon reasonable verbal and written notice to the Chamber, and at any time during normal business hours (i.e., 9:00 a.m. – 5:00 p.m., Monday through Friday, excluding nationally recognized holidays), and as often as the Mayor or Mayor's designee may, in his/her reasonable discretion and judgement deem necessary, there shall be made available to the City Manager, and/or such representatives as the Mayor or Mayor's designee may deem to act on the City's behalf, to audit, examine, and/or inspect, any and all documents and/or records relating to all matters covered by this MOU. The Chamber shall maintain any and all such records at its place of business at the address set forth in paragraph 11 of this MOU.

# 17. Assignment, Transfer or Subcontracting.

The Chamber shall not subcontract, assign, or transfer all or any portion of any work and/or service under this MOU without the prior written consent of the City Manager, which consent, if given at all, shall be in the City Manager's sole judgment and discretion. Neither this MOU, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

## 18. Litigation Jurisdiction/Venue/Jury Trial Waiver.

This MOU shall be construed in accordance with the laws of the State of Florida. This MOU shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this MOU, the Chamber and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this MOU.

19. **Entire Agreement.** This MOU shall represent the entire agreement between the Parties.

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**IN WITNESS WHEREOF**, the City and the Chamber have caused this MOU to be executed by their respective and duly authorized officers the day and year indicated above.

FOR CITY:	CITY OF MIAMI BEACH
ATTEST:	
By:  Rafael E. Granado City Clerk  S/16/19 Date	BEAN BEAN BEAN BEAN BEAN BEAN BEAN BEAN

**FOR CHAMBER:** 

MIAMI BEACH CHAMBER OF COMMERCE

ATTEST:

Ву:

CHISLA NAWS W TORKES
Print Name / Title

Date

Jenry LiBBin, EEO

APPROVED AS TO FORM & LANGUAGE & FOR EXECUTION

City Attorney

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