

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CORAL GABLES
AND
BUSINESS IMPROVEMENT DISTRICT OF CORAL GABLES**

THIS Memorandum of Understanding (hereinafter the “MOU”) is made effective as of the ____ day of _____, 2020 (the “Effective Date”), by and between the **CITY OF CORAL GABLES**, a Florida municipal corporation, whose principal address is 405 Biltmore Way, Coral Gables, Florida 33134 (hereinafter the “City”), and **BUSINESS IMPROVEMENT DISTRICT OF CORAL GABLES**, a Florida Corporation, whose address is 220 Miracle Mile, Suite 234, Coral Gables, Florida 33134 (hereinafter the “BID”).

WHEREAS, the City and the BID desire to enter into a partnership for the purposes of boosting the recovery of the local economy and activating the Downtown through a safe, socially distant activation; and

WHEREAS, the City and the BID have agreed to enter into this MOU to procure and equally fund the services of a graphic design vendor which will create multiple murals on Miracle Mile, Murals on the Mile (Project); and

WHEREAS, the Project consists of creating murals on four walls located on Miracle Mile, three of which are on privately-owned property and one which is City-owned; and

WHEREAS, the City has identified a series of implementable measures to ensure social distancing, facial coverings and discourage the congregation of visitors near the murals; and

WHEREAS, the City and the BID have agreed to equally share the costs and fees associated with the Project, pursuant to the terms set forth in this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the BID agree as follows:

1. The City and BID agree that the recitals set forth above are true and correct and incorporated by reference as if fully set forth herein.
2. The City and BID agree to engage a firm (the “Vendor”) that specializes in graphic design for murals, for the Project. While the City will consult with the BID as to selection of the Vendor, the procurement of the Vendor will be directly by the City and at the City’s ultimate discretion, pursuant to a Professional Services Agreement (“PSA”).
3. The costs associated with the Project are estimated at \$50,000. The City and BID will each be responsible for fifty percent (50%) of all fees and costs associated with the Project. The PSA will provide that the City and BID shall be invoiced separately for their referenced 50% of the payments, pursuant to the payment terms contained in the PSA.

4. The BID will participate with the City in the creation of design briefs for the murals which will guide the designs, but the City shall have all approval and project management rights regarding the Project and with respect to the Vendor, pursuant to the terms in the PSA.

5. The City will own intellectual property rights to the designs and reserves the right to create merchandise for sale with the designs.

6. The City and BID further agree that, at the conclusion of the Project, they will share equally the cost of restoring the three walls located on private property to the condition they were in when they were secured for the murals.

7. This MOU shall become effective upon the Effective Date and shall remain in effect until the Project concludes with the restoration of the walls to their original state.

8. Either party may terminate this MOU, prior to the City's execution of the PSA, upon five (5) calendar days written notice to the other party. Upon receipt of the written notice of termination, both parties shall immediately stop procurement pursuant to this MOU.

9. In the event of any litigation arising out of this MOU, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS MOU, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

10. Any notices required by this MOU shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: City Manager
405 Biltmore Way
Coral Gables, FL 33134

For the BID: Executive Director
220 Miracle Mile, Ste. 234
Coral Gables, FL 33134

11. This MOU shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this MOU shall be proper exclusively in Miami-Dade County, Florida.

12. This MOU may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the date written below their signatures.

FOR THE BUSINESS IMPROVEMENT DISTRICT OF CORAL GABLES:

By: _____

Name: _____

Title: _____

Date Executed: _____

IN WITNESS WHEREOF the parties hereto have executed this MOU as of the date written below their signatures.

FOR THE CITY OF CORAL GABLES:

By: _____

Name: _____

Title: _____

Date Executed: _____