

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND  
MIDDLE BEACH PARTNERSHIP, INC.  
TO CONDUCT A SPECIAL MAIL BALLOT ELECTION  
TO APPROVE THE CREATION OF THE SPECIAL ASSESSMENT DISTRICT  
TO BE KNOWN AS THE 41<sup>ST</sup> STREET BUSINESS IMPROVEMENT DISTRICT  
AND TO PROVIDE FUNDING FOR THE CITY'S COSTS ASSOCIATED THEREWITH**

This Memorandum of Understanding ("MOU") is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Miami Beach, a Florida municipal corporation with offices at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City"), and Middle Beach Partnership, Inc., a Florida not-for-profit corporation with offices at 975 41<sup>st</sup> Street, Suite 600, Miami Beach, FL 33140 (the "BID") (altogether, the "Parties").

**RECITALS**

**WHEREAS**, on March 27, 2023, the Mayor and City Commission adopted Resolution No. 2023-32544, which created, pursuant to Chapter 170, Florida Statutes, and subject to the approval of a majority of the affected property owners, a special assessment district to be known as the 41<sup>st</sup> Street Business Improvement District (the "District"), for a term of ten (10) years, to stabilize and improve the 41<sup>st</sup> Street retail business district through promotion, management, marketing, and other similar services;

**WHEREAS**, Resolution No. 2023-32544 provides for the levy and collection of special assessments, which shall increase by five (5%) percent every two (2) years; and

**WHEREAS**, the District is generally bounded on the west by Alton Road, on the east by Indian Creek Canal, and consists of properties abutting West 41<sup>st</sup> Street/Arthur Godfrey Road; provided, however, that the following properties shall be excluded and exempted from the District: (1) residential properties; (2) any property owned by a City, County, State, or Federal governmental entity or school district; and (3) any property owned or occupied by a religious institution and used as a place of worship or education (as defined in Section 170.201(2), Florida Statutes); and

**WHEREAS**, a special mail ballot election shall be held to determine whether, pursuant to Chapter 170, Florida Statutes, a majority (50% plus one) of the affected property owners approve the creation of the District (the "Election"); and

**WHEREAS**, the City and the BID hereby agree to the terms of this MOU, which shall set forth the obligations of the Parties with respect to the Election.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

1. **RECITALS**

The recitals are true and correct and hereby incorporated into and made a part of this MOU.

2. **CITY'S OBLIGATIONS**

The City, through the Office of the City Clerk and Office of the City Attorney, shall provide the following services relative to the Election:

- A. Conduct the Election, pursuant to the Special Mail Ballot Election Procedures, attached hereto and incorporated herein as Exhibit "A."
- B. Prepare and disseminate any documents necessary to effectuate the Election, including the official ballot, instruction sheet, and form affidavit affirming the voter's authority to vote on behalf of a property owner, as well as any notices and advertisements required by law.
- C. Communicate with the Mayor and City Commission regarding the progress of the Election.

3. **TERM AND EXPIRATION DATE**

This MOU and the Parties' obligations hereunder shall commence upon the full execution of this MOU, and shall terminate upon the City Clerk's certification of the results of the Election to the City Commission.

4. **COMPENSATION**

The BID shall pay and/or reimburse the City for all costs necessary to conduct the Election, including the City's staff costs, as well as the cost of postage, printing, mailing, supplies, advertising, and translation (the "Fee"), as set forth in the proposed budget, attached hereto as Exhibit "B." The total Fee due to the City shall not exceed **\$30,000**, unless otherwise mutually agreed to and approved, in writing, by the Parties. For purposes of this Section 4, the City Manager shall be authorized to act on behalf of the City.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**IN WITNESS WHEREOF**, the parties have affixed their signatures, effective on the date first written above.

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Rafael E. Granado  
City Clerk  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Alina T. Hudak  
City Manager  
  
\_\_\_\_\_  
Date

**MIDDLE BEACH PARTNERSHIP, INC.**

ATTEST:

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name / Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Ira Giller  
President  
  
\_\_\_\_\_  
Date

APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney NK      4-19-23  
Date