

MEMORANDUM

Agenda Item No. 5(H)

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

DATE: June 4, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, after public hearing, Marketing Partnership Naming Rights Agreement (“Agreement”) pursuant to section 2-2201 of the Code and Implementing Order 8-9 for sale of naming rights and associated sponsorship rights to the University of Miami Health System (“UHealth”) to rename the County-owned Civic Center Metrorail Station (“Civic Center”) located at 1501 NW 12th Avenue, Miami, FL 33136 the “UHealth Jackson Station” for a 20-year term and \$2,915,684.39 in payments to the County; authorizing the County Mayor to execute same and exercise certain provisions therein; approving the Joinder Agreement between the Public Health Trust of Miami-Dade County, Florida, the University of Miami Health System and Miami-Dade County to co-brand and rename the Civic Center; authorizing the County Mayor to provide written approval for any changes to brand marks or logo thereafter; and allocating naming rights revenues to the Department of Transportation and Public Works

Resolution No. R-476-24

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/gh


MDC001

Memorandum



Date: June 4, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: Recommendation to Award a Marketing Partnerships Program Naming Rights Agreement for the Civic Center Metrorail Station

Executive Summary

The item seeks approval from the Board of County Commissioners (Board) to award a Marketing Partnership Naming Rights Agreement (Agreement) with The University of Miami Health System (UHealth) to rename the Civic Center Metrorail Station (Station) located in Commission District 3 to UHealth Jackson Station.

In 2023, representatives for UHealth approached the County directly about acquiring naming rights and marketing privileges at the Station together with The Public Health Trust of Miami-Dade County aka Jackson Health System (Jackson). Under the Marketing Partnerships IO 8-9, the County elected to directly negotiate with the external partner who approached with a unique marketing opportunity.

The Administration used third-party data during the negotiation to assess the market value for the Station. This Agreement will result in expected revenues of \$2,915,684.39 over a 20-year term. Revenue generated and received from this Agreement will be allocated to Department of Transportation and Public Works (DTPW) pursuant to Federal Transit Administration (FTA) regulations.

Recommendation

In accordance with the County's Marketing Partnerships Program under section 2-2201 of the Code of Miami-Dade County, Florida (County Code) and Implementing Order (IO) 8-9, it is recommended that the Board approve, after a public hearing, an Agreement (MPA#009) with UHealth for the sale of the naming rights to the Civic Center Metrorail station located at 1501 NW 12th Avenue, Miami, Florida, a county-owned and operated station.

If approved by the Board, the new name of the Civic Center Metrorail Station will be the UHealth Jackson Station. The Agreement between the County and UHealth is shown as Exhibit A to the Resolution before the Board.

This recommendation is made with the support and sponsorship of Commissioner Keon Hardemon of District 3.

Scope

The Civic Center Metrorail station is located in District 3 and is one of the 23 stations of the Miami-Dade Metrorail System. Revenues received from the Naming Rights Agreement will

be allocated to DTPW and will have countywide impact. Pursuant to Rule 9.02 of the Board's Rules of Procedures, the naming of County-owned facilities shall be sponsored by the District Commissioner where the property is located.

Delegation of Authority

Upon adoption of this Resolution, the County Mayor or County Mayor's designee will have the authority to execute and implement the Agreement consistent with those authorities granted under the Code of Miami-Dade County, Florida. Additional delegation of authorities requested related to this transaction are as follows:

- Authority to provide County approvals described in the Agreement except such approvals that are required to be provided by the Board of are explicitly described in the Agreement as Board approvals.
- Authority to exercise the cancellation/termination provisions in the Agreement except any termination provision that is explicitly described in the Agreement as requiring Board approval.
- Authority to exercise all other provisions and County rights contained in the Agreement except any provision or right that is explicitly reserved to the Board in the Agreement or under applicable law.
- Authority to exercise written approval for a change in the brand (changes to the marks or logos) of the Station except for any change in the name which consent requires Board approval.

Fiscal Impact/Funding Source

The term of the Agreement is July 1, 2024 through June 30, 2044. The Year 1 payment will be due within 60 days of invoicing. Payments for Years 2 through 20 will include an additional 2% escalator fee each year and be invoiced with payment due by July 31st each year.

The payment schedule for each contract year is as follows:

Year 1	\$120,000.00
Year 2	\$122,400.00
Year 3	\$124,848.00
Year 4	\$127,344.96
Year 5	\$129,891.86
Year 6	\$132,489.70
Year 7	\$135,139.49
Year 8	\$137,842.28
Year 9	\$140,599.13
Year 10	\$143,411.11
Year 11	\$146,279.33
Year 12	\$149,204.92
Year 13	\$152,189.02
Year 14	\$155,232.80

Year 15	\$158,337.45
Year 16	\$161,504.20
Year 17	\$164,734.28
Year 18	\$168,028.97
Year 19	\$171,389.55
Year 20	\$174,817.34
TOTAL	\$2,915,684.39

Track Record/Monitor

Doris MacPherson, Marketing Partnerships Coordinator, Office of Innovation and Economic Development (OIED) will be responsible for monitoring the Agreement.

Background

Marketing Partnerships and Naming Rights

In 2023, representatives for UHealth approached the County directly to query about acquiring naming rights and marketing privileges at the Station together with Jackson. Negotiations between DTPW, OIED, and representatives from UHealth and Jackson ensued. The Administration used third-party data during the negotiation to assess the market value for the Station. The negotiation concluded with an Agreement as follows:

- A term of twenty (20) years with options to renew for up to two (2) additional ten (10) year periods.
- An initial annual payment of \$120,000.00 with an annual 2% escalator added each year for a total of \$2,915,684.39 of non-tax revenue. This averages to \$145,784.22 annually.
- UHealth is responsible for all costs related to updating wayfinding signage with the new name at the Station and throughout the Metrorail system.
- UHealth is responsible for all costs for the development and installation of digital, high-resolution displays (wall mounted and kiosks) for informative content, branding, and engagement material for transit riders passing through the Station.

Under the Marketing Partnerships IO 8-9, the County may elect to directly negotiate with and enter a marketing partnership with an external partner(s) who approaches the County with a unique marketing opportunity. Direct negotiations may be utilized when it is determined that the use of the competitive method will not add significant value to a marketing partnership.

The station is and will remain an active part of the Metrorail System advertising program currently managed by Outfront Media Group, LLC whereby interested clients can continue to purchase outdoor advertising on structures at the station including a station domination.

About UHealth

UHealth is the entity that Miami-Dade County (County) is entering into this Agreement with and will be responsible for all payments to the County.

UHealth delivers leading-edge patient care by the region's best doctors, powered by the groundbreaking research of the University of Miami Leonard M. Miller School of Medicine. As South Florida's only university-based medical system, UHealth is a vital component of the community that is leading the next generation of health care. UHealth is made up of more than 1,800 providers and scientists who are highly trained specialists focused on delivering state-of-the-art medical care, including access to clinical trials only found at academic medical centers.

UHealth is ranked among the best hospitals in Florida by U.S. News & World Report Best Hospitals 2023-24 — recognized in 15 areas of care with high-performing ratings in three adult specialties and ten procedures and conditions and a national ranking in two adult specialties:

- Bascom Palmer Eye Institute—No. 1 in ophthalmology for the 22nd time.
- Ranked No. 20 in the nation for neurology and neurosurgery.
- Hospitals that earned a High Performing rating were significantly better than the national average, as measured by factors such as patient outcomes, complication rates, patient experience, and level of nursing care.

Affiliated hospitals include Jackson Memorial Hospital, Holtz Children's Hospital and the Miami Veterans Affairs Medical Center.

About Jackson Health System

Jackson Health System (JHS) supports this partnership with UHealth and pursuant to the Joinder Agreement (Exhibit A) has expressly granted all required permission for the use of their name and marketing rights thereof.

Jackson Health System is one of the nation's largest and most respected public health systems, with a mission of providing one standard of high-quality care to all residents of Miami-Dade County. Alongside its flagship academic partners at the University of Miami Health System, JHS is anchored by Jackson Memorial Hospital, which is home to Ryder Trauma Center and the Miami Transplant Institute. The system also includes Holtz Children's Hospital/The Women's Hospital at Jackson Memorial, Jackson Behavioral Health Hospital, Christine E. Lynn Rehabilitation Center for The Miami Project to Cure Paralysis at UHealth/Jackson Memorial, Jackson North Medical Center, Jackson South Medical Center, Jackson West Medical Center, multiple primary care and specialty care centers, a network of UHealth Jackson Urgent Care centers, physician practices, and two long-term care nursing facilities.

Due Diligence

Pursuant to Ordinance No. 23-84, staff in OIED performed a pre-award supplier/vendor compliance checklist and there were no findings. The University of Miami is registered with the County and does business with the County.

Conclusions

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 5

This is a first of its kind for the County through the innovative Marketing Partnerships program, resulting in a long-term revenue-generating collaboration between public transit and the healthcare pioneers of Miami-Dade County and focused on enhancing services to our residents. I am pleased to make this recommendation to the Board.

Attachments




Francesca de Quesada Covey
Chief, Office of Innovation and Economic Development



MEMORANDUM
(Revised)

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

DATE: June 4, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(H)

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. 5(H)
6-4-24

RESOLUTION NO. _____ R-476-24

RESOLUTION APPROVING, AFTER PUBLIC HEARING, MARKETING PARTNERSHIP NAMING RIGHTS AGREEMENT (“AGREEMENT”) PURSUANT TO SECTION 2-2201 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 8-9 FOR SALE OF NAMING RIGHTS AND ASSOCIATED SPONSORSHIP RIGHTS TO THE UNIVERSITY OF MIAMI HEALTH SYSTEM (“UHEALTH”) TO RENAME THE COUNTY-OWNED CIVIC CENTER METRORAIL STATION (“CIVIC CENTER”) LOCATED AT 1501 NW 12TH AVENUE, MIAMI, FL 33136 THE “UHEALTH JACKSON STATION” FOR A 20-YEAR TERM AND \$2,915,684.39 IN PAYMENTS TO THE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE SAME AND EXERCISE CERTAIN PROVISIONS THEREIN; APPROVING THE JOINDER AGREEMENT BETWEEN THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, THE UNIVERSITY OF MIAMI HEALTH SYSTEM AND MIAMI-DADE COUNTY TO CO-BRAND AND RENAME THE CIVIC CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PROVIDE WRITTEN APPROVAL FOR ANY CHANGES TO BRAND MARKS OR LOGO THEREAFTER; AND ALLOCATING NAMING RIGHTS REVENUES TO THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

WHEREAS, on July 15, 2014, the Board of County Commissioners (“Board”) adopted Ordinance No. 14-99 creating the Miami-Dade County Marketing Partnerships Program and creating section 2-2201 of the Code of Miami-Dade County, Florida (“County Code”); and

WHEREAS, section 2-2201(1)(b) of the County Code defines a “Marketing Partnership Agreement” as an agreement with a third party to provide a financial benefit to the County in the form of non-tax revenue and/or in-kind fees (products or services) in exchange for the access to the marketing commercial potential associated with select County assets for the use in strategies to promote, sell, or distribute a product or service by incorporating marketing privileges such as the acquisition of naming rights; and

WHEREAS, on October 7, 2014, the Board adopted Implementing Order (“IO”) 8-9 relating to the Marketing Partnership Program wherein the policy provides that the “intent of the marketing partnership is not to generate revenue to replace core funding for programs and services (County operations). Rather, marketing partnerships are developed as creative and imaginative approaches to generate and enhance non-tax revenue funds to complement or provide new funding for County operations (programs, services, etc.);” and

WHEREAS, pursuant to IO 8-9, the County may elect to directly negotiate with and enter into a marketing partnership with external partner(s) who approach the County with a unique marketing opportunity; and

WHEREAS, the University of Miami Health System (“UHealth”) in partnership with the Jackson Health System (“Jackson”) approached the County with interest to rename the Civic Center the UHealth Jackson Station for \$2,915,684.39 in payments from UHealth to the County over a 20-year term; and

WHEREAS, the Public Health Trust of Miami-Dade County, Florida has expressly granted all required permission to UHealth, for the use of the Jackson Health System name, including without limitation, the use of appropriate logos and brand marks to be used to co-brand and rename the Civic Center as set forth in the Joinder Agreement in the Naming Rights Agreement and attached to this resolution as Appendix A to Exhibit “A”; and

WHEREAS, pursuant to Federal Transit Administration policies pertaining to non-tax revenue generated by transit assets, the revenues from the Naming Rights Agreement over the 20-year term will be allocated to the Department of Transportation and Public Works or its successive office; and

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:

Section 1. The above recitals are incorporated herein by reference and approved.

Section 2. This Board approves, after a public hearing, a Marketing Partnership Naming Rights Agreement (MPA#009) (the “Naming Rights Agreement”), pursuant to section 2-2201 of the County Code and IO 8-9, for the County’s sale of naming rights and other associated sponsorship rights to UHealth to rename the Civic Center Metrorail Station the UHealth Jackson Station, in substantially the form attached hereto as Exhibit “A” and made a part hereof, for a 20-year term and \$2,915,684.39 in payments to the County.

Section 3. This Board approves the Joinder Agreement between the Public Health Trust of Miami-Dade County, Florida, UHealth and the County to co-brand and rename the Civic Center as set forth in the Naming Rights Agreement.

Section 4. This Board authorizes the County Mayor or County Mayor’s designee to: (a) execute the Naming Rights Agreement; (b) provide those County approvals described in the Naming Rights Agreement, except such approvals that are explicitly required to be provided by the Board in the Naming Rights Agreement as Board approvals; (c) exercise the cancellation/termination provisions in the Naming Rights Agreement; (d) provide written approval for any changes only to brand marks or logo over the 20-year term; and (e) exercise all other remaining provisions contained in the Naming Rights Agreement, except for making material amendments to the Naming Rights Agreement.

Section 5. The Board directs the County Mayor or County Mayor’s designee to allocate the revenue received by the County from the Naming Rights Agreement to the Department of Transportation and Public Works, or its successive office, in fiscal year 2023-24 and all subsequent fiscal years through fiscal year 2042-2043.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, 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	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	absent	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of June, 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.

Bruce Libhaber
Eduardo W. Gonzalez

**MARKETING PARTNERSHIP
NAMING RIGHTS AGREEMENT**

-by and between-

Miami-Dade County, Florida

-and-

University of Miami Health System

&

Jackson Health System

Dated as of the Effective Date

MARKETING PARTNERSHIP NAMING RIGHTS AGREEMENT
UHealth | Jackson Station

This **NAMING RIGHTS AGREEMENT** (this “**Agreement**”) is made and entered into by and between the Miami-Dade County, Florida, a political subdivision of the state of Florida, with an office address at 111 NW 1st Street Miami, Florida 33128 (“**COUNTY**”), and The University of Miami Health System (UHealth), a world-renowned healthcare organization with headquarter offices at 1120 NW 14th Street, Suite 360, Miami, Florida 33136 (“**NAMING RIGHTS PARTNER**”). **NAMING RIGHTS PARTNER** and **COUNTY** are sometimes together referred to herein as the “**Parties**” and individually as a “**Party**”.

W I T N E S S E T H:

WHEREAS, under Miami-Dade County Ordinance No. 14-99, Miami-Dade County Marketing Partnerships Program, is a countywide sponsorship program whereby a third party will provide a financial benefit to the County for marketing privileges such as naming rights on County assets; and

WHEREAS, Miami-Dade County Implementing Order No.8-9 authorizes that the County may elect to directly negotiate with and enter into a marketing partnership with an external partner who approaches the County with a unique marketing opportunity where the use of the competitive method will not add significant value and when the opportunity may be time-sensitive; and

WHEREAS the **COUNTY** through the Department of Transportation and Public Works (DTPW) operates the largest transit agency in the state of Florida and the 15th largest public transit system in the U.S. with assets including the Metrorail system, a dual track, above ground train system providing service to 23 stations, including the Civic Center station located at 1501 NW 12 Avenue, Miami, Florida 33136; and

WHEREAS, **NAMING RIGHTS PARTNER** is a healthcare organization based in Miami-Dade County, operating a system of world-renowned healthcare facilities, and delivering leading-edge patient care by the region’s best doctors, ranked among the best hospitals in the state of Florida and has the No.1 ranked medical school in Florida; and

WHEREAS, **NAMING RIGHTS PARTNER** now desires to enter into a marketing partnership for naming rights to the Civic Center station, a public transit asset, and receive all associated signage and branding rights to said asset, all as more fully set forth herein during the Term, and

WHEREAS, **NAMING RIGHTS PARTNER** wishes to partner with the Public Health Trust of Miami-Dade County, Florida (“**PHT**”) to co-brand the Metrorail station currently known as Civic Center station and rename it as “UHealth | Jackson Station” and expressly grants all required permission for the use of the Jackson Health System name and marketing rights thereof as authorized in the executed Joinder Agreement (Exhibit A), and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS

- a) The words “Civic Center” to mean the 38,846 sq. ft Metrorail station located at 1501 NW 12 Avenue referred to as the health district in Miami and accessible by both northbound and southbound Metrorail trains.
- b) The words “Contract Date” to mean the date on which this Agreement is effective.
- c) The words “Contract Year” means each subsequent twelve (12) month period beginning on July 1st and ending on June 30th during the Term.
- d) “COUNTY” has the meaning set forth in the Preamble.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Naming Rights Partner and its subcontractors specifically for the County.
- h) “DTPW” to mean Miami-Dade County Department of Transportation and Public Works.
- i) “Effective Date” shall be the date that this Agreement is executed by the County Mayor or County Mayor’s designee following the Board’s resolution approving this Agreement.
- j) “Exclusive Category” shall mean only healthcare providers/hospitals/medical facilities, as well as any medical institution and/or medical academic institution affiliated with any colleges, universities, or graduate schools. Category will not include health insurance companies.
- k) “Facilitate” or “Facilitation” means all acts necessary to supply or provide the signage and branding rights to the NAMING RIGHTS PARTNER and all acts necessary to maintain, operate and repair the signage and branding rights once completed and all acts, including but not limited to, and by way of example, the permitting, design, architectural services, engineering services, fabrication, production, manufacturing, delivery, installation, etc. necessary to deliver, service and provide the signage and branding rights.
- l) “Fees” has the meaning set forth in Article 12.

- m) “Metrorail system” means the rapid transit system operated by Miami-Dade County Department of Transportation and Public Works comprised of 23 stations extending 24.8 miles on a dual northbound and southbound track.
- n) “Metrorail station” means the Metrorail station facility operating at 1501 NW 12 Avenue in Miami, Florida and originally named as the Civic Center station. For the purposes of this Agreement, the “Metrorail station” shall not include any trains, buses, or any other County vehicles that may be temporarily parked or traveling to and from the Metrorail station.
- o) “Naming Rights Agreement” or “Marketing Partnership Agreement” or “Agreement” to mean collectively these terms and conditions, and all other associated addenda and attachments hereto and all amendments issued hereto.
- p) The words “NAMING RIGHTS PARTNER or MARKETING PARTNER or PARTNER” to mean The University of Miami Health System (UHealth).
- q) “NAMING RIGHTS PARTNER Marks” means all the names, trademarks, trade names, service marks, logos, symbols, emblems, URLs, designs, colors, identifications and designations of (or related to) NAMING RIGHTS PARTNER, as they may exist from time to time, including any NAMING RIGHTS PARTNER Marks incorporated as part of the Metrorail station located at 1501 NW 12 Avenue, Miami, Florida (formerly named the Civic Center station).
- r) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- s) “Signage” means all signs, banners, monuments, statues, and similar items, whether permanent (including any of the foregoing that is permanently affixed to any item or imbedded in any item), temporary (including any of the foregoing that is electronic, virtual or otherwise projected) or mixed and includes new technologies. The term “signage” includes all indoor and outdoor signage that is attached or affixed to, or hung from all Metrorail stations including digital displays, video boards, LED, and other related technologies utilized by the transit system.
- t) “Sponsored Name” to mean the UHealth | Jackson Station.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Joinder Agreement (Appendix A), 3) NAMING RIGHTS PARTNER Marks/Branding (Appendix B), and 4) Signage (Appendix C).

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection, or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The NAMING RIGHTS PARTNER acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the NAMING RIGHTS PARTNER shall perform the same as though they were specifically mentioned, described, and delineated.

ARTICLE 5. NAMING RIGHTS

- a) Commencing on the Effective Date and continuing throughout the Term, the name of the Civic Center Station located at 1501 NW 12 Avenue, Miami, Florida 33136, shall be “UHealth | Jackson Station.”
- b) Subject to the terms and conditions set forth in this Agreement the COUNTY consents to and grants to NAMING RIGHTS PARTNER for the duration of the Term, a royalty-free, worldwide, fully-paid, non-exclusive, irrevocable license to use and exploit any image, likeness, drawing, replica, model, rendering, photograph or other visual or symbolic representative reproduction or depiction of the Metrorail Station or any substantial portion thereof, incorporated therein a mutually agreed upon station identifier/logo (Appendix B) using the NAMING RIGHTS PARTNER’S marks for the advertisement and promotion of the NAMING RIGHTS PARTNER’s general brand, products and services. All goodwill arising from NAMING RIGHTS PARTNER’s use of the station identifier/logo shall inure to the sole benefit of the COUNTY.
- c) Subject to the terms and conditions of this Agreement, NAMING RIGHTS PARTNER hereby grants to COUNTY a non-exclusive, royalty-free, fully paid-up license to use the NAMING RIGHTS PARTNER marks to fulfill its obligation to NAMING RIGHTS PARTNER hereunder, to identify NAMING RIGHTS PARTNER as the naming sponsor for the Metrorail Station and for related business purposes consistent with NAMING RIGHTS PARTNER’s status as the official naming sponsor of the Metrorail Station.
- d) NAMING RIGHTS PARTNER will use commercially reasonable efforts to complete the Metrorail Station identifier/logo as reasonably practicable after the Effective Date, and make any reasonable modifications as needed or requested by the COUNTY for the application throughout the Metrorail system. All costs and expenses associated with developing and/or modifying the NAMING RIGHTS PARTNER marks shall be the sole responsibility of the NAMING RIGHTS PARTNER.

ARTICLE 6. SIGNAGE & BRANDING RIGHTS

- a) The Parties understand and agree that the NAMING RIGHTS PARTNER shall bear the costs, not to exceed \$100,000.00 U.S. Dollars, for the design, creation, fabrication, production, delivery, installation, and activation of all Metrorail systemwide signage that requires the removal and updating to reflect the NAMING RIGHTS PARTNER’s marks/branding (Appendix B) as the new station identifier. The COUNTY will be responsible for overseeing and implementing the process and adhering to all federal and State of Florida transportation requirements for activation. The COUNTY retains the right to review and approve all new signage. NAMING RIGHTS PARTNER will be given the opportunity to review and approve all proofs before production. Approval of the proofs shall not be unreasonably withheld, conditioned, or delayed and if approval is granted NAMING RIGHTS PARTNER shall not take any actions to frustrate, hinder or otherwise interfere with the COUNTY’S oversight and implementation of all signage activations.

- b) All signage featuring the names and locations of the Metrorail stations will be updated to include the NAMING RIGHTS PARTNER's marks including, but not limited to:
1. Static and digital signage appearing on all Metrorail station platforms structures and devices.
 2. Static and digital signage inside Metrorail trains.
 3. Printed systemwide media and collateral to include, but not limited to: schedules, fare cards, maps, etc.
 4. Digital systemwide media including COUNTY and DTPW websites and affiliated social media platforms.
- c) All signage with the "Civic Center" name at the Metrorail station (as illustrated in Appendix C) will be removed and replaced with new, updated signage with the NAMING RIGHTS PARTNER's marks including, but not limited to:
1. Directional and wayfaring signage leading to the station including on the exterior perimeter around the station and including areas managed by FDOT.
 2. Signage on the interior areas of the station including permanent wall structures, freestanding infrastructure, elevators, etc.
 3. Static and digital signage on the upper-level platform structures and devices.

ARTICLE 7. CHANGES TO NAME OR BRAND

- a) Any change to the name of the Metrorail station by the NAMING RIGHTS PARTNER shall require the consent of the COUNTY, which consent requires Board approval. A change in the brand of the of the Metrorail station by the NAMING RIGHTS PARTNER shall require the written approval of the County, which written approval shall be provided by the County Mayor or County Mayor's designee. A change in the brand of the Metrorail station shall include any changes to the marks or logos used by the NAMING RIGHTS PARTNER.
- b) If the NAMING RIGHTS PARTNER desires to change the name or brand of the Metrorail station then the NAMING RIGHTS PARTNER shall provide at least one-hundred eighty (180) days' prior written notice to the COUNTY (which notice shall be delivered to the COUNTY at the notice address listed in Article 13 of the desired name change (the "Name Change Notice"). NAMING RIGHTS PARTNER shall not be permitted to change the name of the Metrorail station to the name identified in the Name Change Notice unless otherwise approved by the Board.
- c) In the event of any name or brand change of the Metrorail station under this Article, NAMING RIGHTS PARTNER shall bear all out of pocket costs and expenses incurred by the COUNTY in connection with such change, including without limitation, attorney's fees, other professionals' fees and all other out of pocket costs and expenses relating to Signage, promotions, branding, advertising and marketing to rebrand all Signage in

connection with any name change, and obtaining any required consents and approvals associated with such change, including without limitation, to replace, modify, reprogram, reproduce or otherwise change transit signs and signage, wayfinding and directional signage, banners, building elements, printed, electronic and digital materials, maps, and all other materials regardless of format that need to be changed to effect the renaming or rebranding of the Metrorail station with the new Metrorail station name.

ARTICLE 8. BRAND EXCLUSIVITY

- a) Except as contemplated herein and as long as no NAMING RIGHT PARTNER default exists, the COUNTY hereby grants to NAMING RIGHTS PARTNER exclusive advertising in Exclusive Category on the Metrorail station facility.
- b) The COUNTY shall not, directly or indirectly, grant to or permit grant to any Exclusive Category competitor of any right or license to advertise or promote any products or services or to display any sign advertising, promoting, or referencing any products or services on the premises (interior and exterior) of the Metrorail station location (i.e. station domination) unless previously approved and mutually agreed upon with Partner. In the event the COUNTY intends to grant any college, university, or graduate school any right or license to advertise or promote any products or services on the premises (interior and exterior) of the Metrorail station location, the COUNTY agrees to provide NAMING RIGHTS PARTNER with prior written notice of any such opportunities and allow NAMING RIGHTS PARTNER to provide its comments on the applicable opportunity for the COUNTY's consideration.
- c) Except as set forth below in subsection (d), the COUNTY shall not, directly or indirectly, grant to or permit grant to any non-exclusive category entity who may provide products or services that are in direct conflict with the products and services provided by the NAMING RIGHTS PARTNER, any right or license to advertise said products or services or to display any sign advertising any products or services on the facility (interior and exterior) of the Metrorail station facility (i.e. a station domination) without mutual and written approval from NAMING RIGHTS PARTNER. Non-exclusive category providers can include, but not be limited to, select food and products/services that may be deemed unhealthy, restaurants, and pharmaceutical companies whose brand may also be in direct conflict with the NAMING RIGHTS PARTNER's brand of a health-conscious lifestyle. For the avoidance of doubt, this provision does not limit the County to permit the sale of food and services in vending machines at the Metrorail station and other point of sale channels for purchase/consumption by the general public.
- d) Nothing in this Agreement prohibits the COUNTY the right to allow for non-exclusive advertising, promoting, or referencing any product or service on the Metrorail station that may be in direct conflict with products and services provided by the NAMING RIGHTS PARTNER when those products and/or services are related to an athletic or cultural event of national or international significance such as the 2026 World Cup, Super Bowl events, or other like events. The COUNTY shall provide the NAMING RIGHTS PARTNER with reasonable notice of such instances.

ARTICLE 9. PRESS RELEASES/MEDIA EVENT

- a) The Parties agree that, unless the other party hereto is in default hereunder, they will not issue any press releases related to this Agreement and the matters contemplated therein without the prior written consent of the other and if a press release is to be issued the parties will agree in advance on the timing of the release(s). The content of all such press releases and any related announcements regarding this Agreement shall be mutually agreed upon by the Parties prior to their release and distribution.
- b) The COUNTY agrees to work with NAMING RIGHTS PARTNER to stage a special public/media event to celebrate the community and announce the new partnership, to be mutually agreed upon in writing by the Parties.

ARTICLE 10. STATION ENHANCEMENTS, AMENITIES, UPGRADES & MAINTENANCE

- a) Except as contemplated herein and as long as no NAMING RIGHT PARTNER default exists, the COUNTY hereby grants to NAMING RIGHTS PARTNER the rights to propose and if approved by the COUNTY, can implement station enhancements to the Metrorail station to include, but not limited to, cutting-edge features including: high-resolution digital display boards, interactive kiosks, audio and video messaging apparatus, and special activations. NAMING RIGHTS PARTNER shall bear all out of pocket costs and expenses association with proposing and implementing such station enhancements, amenities, or upgrades unless otherwise agreed to by the COUNTY.
- b) COUNTY shall review and approve or deny at the County's sole discretion, all proposed station enhancements, amenities, or upgrades proposed by NAMING RIGHTS PARTNER.
- c) For the avoidance of doubt, unless specifically authorized as set forth this in this Article, this Agreement does not provide the NAMING RIGHTS PARTNER any rights to improve, construct, alter or provide any maintenance to the Metrorail station or appurtenant County properties thereto.

ARTICLE 11. TERM

The Agreement shall become effective on July 1, 2024, and shall continue for a period of twenty (20) years from the date of execution. The parties shall have the right through written mutual agreement, and on such terms as the parties may mutually agree in their discretion no later than ninety (90) days before the expiration of the Term, to renegotiate the terms herein including but not limited to a renegotiation of the fees NAMING RIGHTS PARTNER shall pay to the COUNTY, and renew and extend the Term hereof for up to two (2) additional ten (10) year periods.

ARTICLE 12. FEES

- a) In consideration for the marketing privileges, signage and branding rights granted to it under this Agreement, NAMING RIGHTS PARTNER shall pay to COUNTY, a fee, in U.S. dollars, of \$120,000 with an annual 2% escalator added beginning in Year 2 and over the Term of this Agreement.
- b) The payment schedule for each contract year shall be due and payable to the COUNTY on or before July 31st of each Contract Year.

Year 1	\$120,000.00
Year 2	\$122,400.00
Year 3	\$124,848.00
Year 4	\$127,344.96
Year 5	\$129,891.86
Year 6	\$132,489.70
Year 7	\$135,139.49
Year 8	\$137,842.28
Year 9	\$140,599.13
Year 10	\$143,411.11
Year 11	\$146,279.33
Year 12	\$149,204.92
Year 13	\$152,189.02
Year 14	\$155,232.80
Year 15	\$158,337.45
Year 16	\$161,504.20
Year 17	\$164,734.28
Year 18	\$168,028.97
Year 19	\$171,389.55
Year 20	\$174,817.34
TOTAL	\$2,915,684.39

- c) All payments shall be made by wire transfer of immediately available funds to the account of COUNTY, which COUNTY shall provide to NAMING RIGHTS PARTNER in writing prior to the first payment, unless COUNTY shall designate another account to NAMING RIGHTS PARTNER at least five (5) Business Days prior to the date the payment is due (“COUNTY Account”). If any payment date is not a Business Day, the payment shall be due on the next immediately succeeding Business Day.

- d) Any payment required to be made by NAMING RIGHTS PARTNER that is not paid within (15) Business Days from the date such payment becomes due and owing, via invoice delivered to Michelle Hernandez, mhernandez22@med.miami.edu or 1120 NW 14th Street, Suite 360, Miami, Florida, 33136, shall bear interest at an annual rate of twelve percent (12%) per annum or, if lower, the maximum allowed by Law, from the due date to the date payment is actually made. The right of COUNTY to receive interest under this Section shall be in addition to all other rights it may have as a result of NAMING RIGHTS PARTNER's failure to make payments when due.

ARTICLE 13. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

1. To the NAMING RIGHTS PARTNER:

University of Miami Health System
1120 NW 14th Street
Miami, Florida 33136
Attention: Carlos Correcha-Price, Chief Marketing and Communications Officer
E-mail: carlos.correcha@miami.edu

2. To the COUNTY:

a) to the Project Manager:

Miami-Dade County Department of Transportation and Public Works
Overtown Transit Village North
701 NW 1st Court
Miami, Florida 33136
Attention: Eulois Cleckley, Director and CEO
E-mail: Eulois.Cleckley@miamidade.gov

and

Miami-Dade County Office of Innovation and Economic Development
Stephen P. Clark Center
111 NW First Street, Suite 2100
Miami, Florida 33128
Attention: Doris MacPherson, Coordinator/Marketing Partnerships
E-mail: Doris.MacPherson@miamidade.gov

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. INDEMNIFICATION AND INSURANCE

NAMING RIGHTS PARTNER shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the NAMING RIGHTS PARTNER or its employees, agents, servants, partners principals or subcontractors. NAMING RIGHTS PARTNER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. NAMING RIGHTS PARTNER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the NAMING RIGHTS PARTNER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The NAMING RIGHTS PARTNER shall furnish to the Department of Regulatory & Economic Resources, Office of Innovation and Economic Development, 111 NW First Street, 21st Floor, Certificate(s) of Insurance which indicate that insurance coverage has been obtained as outlined below:

- A. Worker's Compensation Insurance as required by Florida Statute 440 or any applicable law
- B. Commercial General Liability Insurance for \$1,000,000 each occurrence \$2,000,000 aggregate to include Products/Completed Operations & Personal & adv injury. **Miami-Dade County must be included as additional insured.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles for \$1,000,000 combined single limit.
- D. Commercial Umbrella liability providing coverage over underlying(s) B and C for \$3,000,000 each occurrence/aggregate. Terms to be not more restrictive than underlying coverages.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET SUITE 2340
MIAMI, FL 33128**

The NAMING RIGHTS PARTNER shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the NAMING RIGHTS PARTNER shall submit new or renewed certificate of insurance to the County before such expiration.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the NAMING RIGHTS PARTNER, the COUNTY may, at its expense, elect to participate in the defense if the COUNTY should so choose. Furthermore, the COUNTY may at its own expense defend or settle any such claims if the NAMING RIGHTS PARTNER fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the NAMING RIGHTS PARTNER.

ARTICLE 16. DEFAULT AND REMEDIES

- a) The occurrence of one or more of the following matters shall constitute a default by NAMING RIGHT PARTNER:
 - 1. NAMING RIGHTS PARTNER fails to make any scheduled payment required under Article 12 when due, if such failure continues for a period of fifteen (15) business days after COUNTY gives NAMING RIGHTS PARTNER written notice of such failure.
 - 2. NAMING RIGHTS PARTNER breaches in any material respect, any of its material representations, warranties or obligations under this Agreement, unless if such breach is curable. NAMING RIGHTS PARTNER cures such breach within thirty (30) days after COUNTY gives NAMING RIGHTS PARTNER written notice of such breach; provided however, if NAMING RIGHTS PARTNER has taken

reasonable steps to cure such failure within such thirty (30) days, but the failure is of a type or character which is not reasonably susceptible of cure within such thirty (30) days, and would otherwise be capable of cure by NAMING RIGHTS PARTNER using reasonable efforts, NAMING RIGHTS PARTNER shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional thirty (30) days;

3. An insolvency event occurs with respect to NAMING RIGHTS PARTNER.

ARTICLE 17. TERMINATION

- a) This Agreement may be terminated for cause by the COUNTY for reasons including, but not limited to, (i) the NAMING RIGHTS PARTNER commits an Event of Default (as defined in Article 16) and fails to cure said event of Default or (ii) NAMING RIGHTS PARTNER attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the COUNTY. Termination for convenience is effective on the termination date stated in the written notice provided by the COUNTY.

ARTICLE 18. RIGHTS UPON EXPIRATION OR TERMINATION

- a) Except as set forth in this Article, upon expiration or termination of this Agreement, the COUNTY and NAMING RIGHTS PARTNER agree that the licenses granted under this Agreement shall terminate and the Parties shall cease all use of the NAMING RIGHTS PARTNER MARKS/BRANDING and thereafter shall no longer refer to the Metrorail station as the Sponsored Name in any signage, advertising or DTPW marketing and information materials, or any COUNTY communications.
- b) Upon expiration or termination NAMING RIGHTS PARTNER will be responsible for all costs and expenses incurred in connection with the removal of all NAMING RIGHTS PARTNER Marks/Branding, station enhancements, amenities or upgrades from the Metrorail station and the Metrorail system and return all structures to the same condition, order and repair as at the Agreement execution date, or better, excepting only reasonable wear and tear arising from the use thereof in providing the services.
- c) At the COUNTY's sole option, at the time of its expiration or termination, all NAMING RIGHTS PARTNER provided station enhancements, amenities or upgrades installed and implemented under this Agreement shall be acquired by either the County or NAMING RIGHTS PARTNER successor at their depreciated value. For this purpose, NAMING RIGHTS PARTNER shall depreciate the station enhancements, amenities or upgrades on a straight-line basis over the Term from their date of installation, unless otherwise mutually agreed to in writing by the NAMING RIGHTS PARTNER and the COUNTY prior to installation.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The NAMING RIGHTS PARTNER shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. 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.

ARTICLE 21. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The NAMING RIGHTS PARTNER shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor’s Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS).

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County’s Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 22. INSPECTOR GENERAL REVIEWSIndependent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation

pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 23. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

NAMING RIGHTS PARTNER agrees to comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Agreement, the NAMING RIGHTS PARTNER is certifying that the NAMING RIGHTS PARTNER is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The NAMING RIGHTS PARTNER shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the COUNTY or NAMING RIGHTS PARTNER for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the NAMING RIGHTS PARTNER. The Project Manager shall verify the certification(s), license(s), and permit(s) for the NAMING RIGHTS PARTNER.

Notwithstanding any other provision of this Agreement, NAMING RIGHTS PARTNER shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the NAMING RIGHTS PARTNER, constitute a violation of any law or regulation to which NAMING RIGHTS PARTNER is subject, including but not limited to laws and regulations requiring that NAMING RIGHTS PARTNER conduct its operations in a safe and sound manner.

ARTICLE 24. NONDISCRIMINATION

During the performance of this Agreement, NAMING RIGHTS PARTNER agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the NAMING RIGHTS PARTNER attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the NAMING RIGHTS PARTNER or any owner, subsidiary or other firm affiliated with or related to the NAMING RIGHTS PARTNER is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the NAMING RIGHTS PARTNER submits a false affidavit pursuant to this Resolution or the NAMING RIGHTS PARTNER violates the Act or the Resolution during the term of this Agreement, even if the NAMING RIGHTS PARTNER was not in violation at the time it submitted its affidavit.

ARTICLE 25. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 26. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The NAMING RIGHTS PARTNER shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the COUNTY all public records in possession of the NAMING RIGHTS PARTNER upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE NAMING RIGHTS PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

University of Miami Health System
(UHealth)

Miami-Dade County

By: 

By: _____
for

Name: Carlos Correcha-Price

Name: Daniella Levine Cava

Title: Chief Marketing and
Communications Officer

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A
JOINDER AGREEMENT

This Joinder Agreement to the Marketing Partnership Naming Rights Agreement by and between Miami-Dade County and the University of Miami Health System (the “Naming Rights Agreement”) of the Public Health Trust of Miami-Dade County, Florida (the “PHT”) is executed this __ day of _____, 2024 and is effective as of the date hereof.

Whereas, the PHT wishes to partner with the University of Miami Health System to co-brand the Metrorail station currently known as Civic Center and rename it as “UHealth | Jackson”; and

Whereas, through the Naming Rights Agreement, UHealth will contract with Miami-Dade County to obtain the appropriate naming rights and negotiate a fair-market price for such naming rights; and

Whereas, the PHT wishes to expressly grant all required permission for the use of the Jackson Health System name, including without limitation, the use of appropriate logos and brand marks to be used as part of the signage, station naming, or other related uses set forth in the Naming Rights Agreement; and

Whereas, the execution of this Joinder Agreement is authorized by Miami-Dade County Commission Resolution Number _____,

Now, therefore, in consideration of the premises, mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein and shall be binding on the parties hereto.
2. The parties hereto shall rename the Metrorail station currently known as “Civic Center” to “UHealth | Jackson”.
3. The PHT expressly grants all required permission for the use of the Jackson Health System name, including without limitation, the use of appropriate logos and brand marks to be used as part of the signage, station naming, or other related uses set forth in the Naming Rights Agreement.
4. The PHT shall have no obligations to the parties hereto under the Naming Rights Agreement or otherwise except as expressly set forth in this Joinder Agreement.
5. This Joinder Agreement, together with the Naming Rights Agreement, contains the entire agreement and understanding by and between the parties hereto. This Joinder Agreement supersedes any and all prior agreements, written or oral, relating to or arising out of same.
6. No modification, amendment, or deletion affecting this Joinder Agreement shall be effective unless in writing and signed by the parties hereto.
7. This Joinder Agreement may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the Parties hereto had executed a single copy of same.

[signature page to follow]

The parties have caused this Joinder Agreement to be executed as set forth below.

Miami-Dade County

By: _____

Name: _____

Title: _____

Date: _____

The Public Health Trust of Miami-Dade County, Florida

By: Mark T. Knight

Name: MARK T. KNIGHT

Title: Chief Financial Officer

Date: 4/1/2024

The University of Miami Health System

By: [Signature]

Name: Carlos Correcha-Price

Title: Chief Marketing & Communications Officer

Date: March 28, 2024

NAMING RIGHTS PARTNER
MARKS/BRANDING

PREFERRED LOGOS



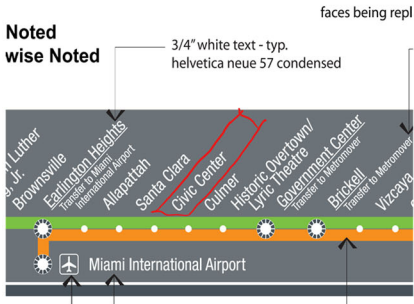
SECONDARY LOGOS



APPENDIX C METRORAIL SYSTEM SIGNAGE TO BE CHANGED



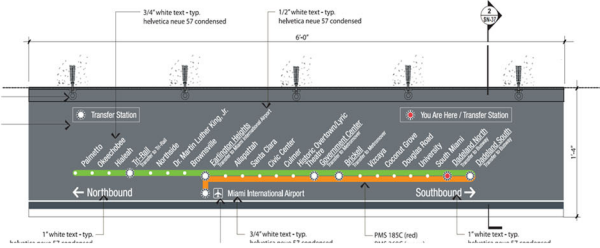
Line maps for rail car interiors
 60" x 3.5" clear decal 4 per railcar
 Replace entire decal



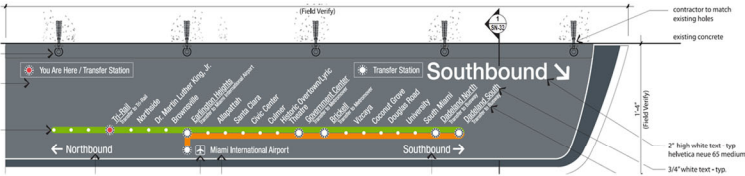
Detail of Horizontal line maps at stations.
 Snipe station name where indicated.



Overhead signs at entrances with station name
 (snipe .75" letter height)



Overhead line map signs at entrances (snipe .75" letter height)



Overhead signs at platforms (snipe .75" letter height)



Horizontal line maps on elevator shafts
 (snipe, letter height to be verified onsite, probably .75")