

**IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA**

MIAMI-DADE COUNTY
EXPRESSWAY AUTHORITY,

Plaintiff,

CASE NO: 2019 CA 1051

v.

RON DESANTIS in his official capacity as
GOVERNOR OF THE STATE OF FLORIDA,
STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION and
FLORIDA TRANSPORTATION COMMISSION,

Defendants.

**VERIFIED COMPLAINT (CORRECTED)¹ FOR
DECLARATORY AND INJUNCTIVE RELIEF**

This is an action for declaratory and injunctive relief concerning newly enacted legislation that, among other things, seeks to immediately divest Plaintiff Miami-Dade Expressway Authority (“MDX”) of all governance, control, property, assets, rights and powers and transfer same to a new agency, the Greater Miami Expressway Authority (“GMX”); the legislation would also dissolve MDX as a body politic and corporate, *i.e.*, it would cease to exist.

Plaintiff seeks: (i) a declaration that the challenged legislation is invalid for violating the Home Rule provisions of the 1885 and 1968 Florida Constitutions, Art. VIII § 6(e), Fla. Const. of 1968; Art. VIII, § 11, Fla. Const. of 1885; (ii) a declaration that the challenged legislation

¹ The original complaint was filed in this action on May 5, 2019. This Verified Complaint (Corrected) is filed prior to service of process upon Defendants solely to replace Exhibit 9, the correct version of which is attached hereto. No other changes have been made.

impermissibly impairs Plaintiff's contracts in violation of Art. I, § 10, Fla. Const. of 1968; and
(iii) an injunction prohibiting enforcement of the challenged legislation.

THE PARTIES

1. MDX is a Florida Expressway Authority created by Miami-Dade County ordinance Article XVIII, Section 2-128, pursuant to the rights granted to Home Rule Counties under the Florida Constitution.

2. Defendant Florida Department of Transportation ("FDOT"), is a proper party as it is a party to that certain Transfer Agreement with MDX, dated Dec. 10, 1996 ("Transfer Agreement"), that is the subject of this action.

3. Defendant Florida Transportation Commission ("FTC") is a proper party as it has the right, duty and power of oversight of MDX's compliance with laws pursuant to Section 20.23(2)(b)8.²

4. Ron DeSantis is the Governor of Florida and is sued in his official capacity as the chief executive with ultimate oversight and control of FDOT and FTC, and as he is directed by an unlawful legislative act to have his subordinate officers carry out the dissolution of MDX, an agency of Miami-Dade County government and affect the transfer of MDX's assets to an unlawful agency of state government.

JURISDICTION AND VENUE

5. This is an action for declaratory relief, pursuant to Chapter 86, Florida Statutes, to determine the constitutionality of the Local Bill, disguised as amendment to Chapter 348, Part 1, Florida Statutes, and whether said amendments can be enforced as valid law.

² All statutory references and citations are to the Florida Statutes (2018) unless otherwise stated.

6. The Court has jurisdiction to grant declaratory relief. §§ 86.011, 86.021, 86.101; *Abdool v. Bondi*, 141 So. 3d 529 (Fla. 2014); *Martinez v. Scanlan*, 582 So. 2d 1167, 1170 (Fla. 1991).

7. This action further seeks temporary and permanent injunctive relief to bar application and enforcement of the challenged legislation.

8. This Court has jurisdiction to grant injunctive relief. Art. V. § 20, Fla. Const.; § 26.012(3); *Sea Breeze Video, Inc. v. Federico*, 648 So. 2d 226, 228 (Fla. 2d DCA 1994).

9. Venue is proper in Leon County because the Defendants are located in, or have their principal headquarters in, Leon County, Florida. § 47.011, Fla. Stat.; *DCF v. Sun-Sentinel*, 865 So. 2d 1278 (Fla. 2004).

10. All conditions precedent to the institution of this lawsuit have been, or will be, satisfied or waived.

FACTS COMMON TO ALL CLAIMS

A. Miami-Dade Home Rule Authority

11. In 1956, the electors of Dade (now Miami-Dade) County were granted the power to adopt a home rule charter. Art. VIII, § 11, Fla. Const. of 1885 (“Home Rule Amendment”). As a result, the County’s Home Rule Charter was adopted by the electors on May 21, 1957.

12. The Home Rule Amendment was preserved, and the validity of Miami-Dade’s Home Rule Charter was expressly recognized, by the Florida Constitution of 1968:

All provisions of the Metropolitan Dade County Home Rule Charter, heretofore or hereafter adopted by the electors of Dade County pursuant to Article VIII, Section 11, of the Constitution of 1885, as amended, shall be valid, and any amendments to such charter shall be valid....

Art. VIII, § 6(e), Fla. Const. of 1968.³

13. The evil of local bills made unlawful by Article VIII, Section 11 is demonstrated by the legislative process through which the challenged legislation was enacted and the devastating impact it will have. Under the challenged legislation, one of the most important functions of Miami-Dade County government – operating the most heavily travelled expressway system in the most densely populated region of the State – will be taken, its local officers terminated, and its assets seized by an act of the legislature that passed through a process without public hearings in Miami-Dade County and without affording a meaningful opportunity to be heard by the citizens solely impacted by the unlawful act.

14. Adoption of the Home Rule Amendment ceased the Legislature’s involvement in Miami-Dade County’s local government save by general law applicable to that county and at least one other:

[W]hen the electors of Dade County adopted the home rule charter on May 21, 1957, the **authority of the Legislature in affairs of local government in Dade County ceased to exist**. Thereafter, the Legislature **may lawfully exercise this power only through** passage of general acts **applicable to Dade County and any other one or more counties....**

Chase v. Cowart, 102 So. 2d 146 (Fla. 1958).⁴

³ See also § 125.011(1) (“County” under Chapter 125 “means any county operating under a home rule charter adopted pursuant to §§ 10, 11, and 24, Art. III of the Constitution of 1885, as preserved by Art. VIII, § 6(e) of the Constitution of 1968, which county, by resolution of its board of county commissioners, elects to exercise the powers herein conferred. Use of the word ‘county’ within the above provisions shall include ‘board of county commissioners’ of such county.”). The local governments authorized to operate under a home rule charter by the State Constitutions of 1885 and 1968 are the City of Key West, Monroe County, Dade County, and Hillsborough County. Art. VIII, § 6, n. 2, 3, and 4, Fla. Const. of 1968. Of these, only Miami-Dade County operates under a home rule charter and is a government entity meeting the definition of a county in § 125.011(1).

⁴ See also *Barry v. Garcia*, 573 So. 2d 932, 935 (Fla. 1991) (“The stated objective of the home rule [amendment and charter] was to transfer the power the legislature had in passing local bills and special laws applicable only to Dade County, from the state to the Dade County Board of

15. The Legislature is prohibited from enacting bills that apply solely to Miami-Dade County.

B. MDX Is Created Under Home Rule Authority and Assumes Exclusive Jurisdiction Over the Miami-Dade Expressway

16. Any state statute notwithstanding, Miami-Dade County had and has the inherent constitutional home rule authority to establish an expressway, or other transportation, authority. *See, e.g., State v. Dade County*, 142 So. 2d 79, (Fla. 1962) (upholding “the power of the County under the Florida Constitution and the Home Rule Charter to establish and develop a unified mass transit system under county ownership ... [and] to create and establish a Metropolitan Dade County Transit Authority as a governmental unit.”).

17. While Part I of Chapter 348, known as the “Florida Expressway Authority Act” (the “Act”), authorizes the creation of county expressway authorities in all Florida counties, with respect to Miami-Dade County it provides no authority that did not already exist in Miami-Dade County as a matter of constitutional law. While the Act provides that “Any county ... may, by resolution adopted by the board of county commissioners, form an expressway authority, which shall be an agency of the state, pursuant to the ... Act,” § 348.0003(1), with respect to Miami-Dade it conferred no authority that did not exist. Thus, unlike counties without the broad home rule power provided by the Constitution to Miami-Dade County, MDX has been and remains an agency of Miami-Dade County that can only be abolished by Miami-Dade County.

18. MDX is an expressway authority created in 1994 by the Miami-Dade County Board of County Commissioners under Ordinance Article XVIII, Section 2-128.

County Commissioners.”); *Dickinson v. Board of Public Instruction of Dade County*, 217 So. 2d 553, 555 (Fla. 1968) (“the Legislature no longer has authority to enact laws which relate only to the affairs of Dade County”) (quotations omitted); *S & J Transportation, Inc. v. Gordon*, 176 So. 2d 69, 71 (Fla. 1965) (holding statute “invalid because it violates the limitation that the Legislature shall not lawfully pass any act which relate only to Dade County.”).

19. MDX, as an authority created and established pursuant to the rights provided to home rule counties under the Florida Constitution and the Act, may acquire, hold, construct, improve, maintain, operate, and own an expressway system.

20. By agreement dated December 10, 1996 (“Transfer Agreement”), MDX and Defendant FDOT agreed to transfer to MDX full operational and financial control of five expressways located in Miami-Dade County (the “System”). The Transfer Agreement is attached Exhibit 1.

21. Specifically, under the Transfer Agreement, MDX acquired “**full jurisdiction and control** over the operation, maintenance and finances of the System **in perpetuity.**” Ex. 1, *Transfer Agr.* § 3(a).

22. In exchange for “full jurisdiction and control” over the System, MDX paid the State \$91 million.

23. MDX paid this sum by issuing bonds and pledging the rights under the Transfer Agreement as security for the bonds, to defease \$80 Million in bonds the State secured with the System and assumed an additional \$11 million of State liabilities.

24. The State accepted those funds demonstrating acceptance of the terms of the Transfer Agreement including the scope of the rights transferred to MDX and thereby formed a binding and enforceable contract under Florida law.

25. The legal significance of the Transfer Agreement is that an agency created by Miami-Dade County provided good and valuable consideration to the State to acquire control over certain state roads operated solely within Miami-Dade County. The State is bound by contract to that agency created by Miami-Dade County.

26. The citizens of Miami-Dade County and other users of the System, through the payment of tolls, the only revenue source for MDX, have paid these bonds and all the other bonds MDX has issued since inception to maintain and expand the System.

27. Consistent with the bifurcation of rights, ownership of the land comprising the System vs. the full jurisdiction and control of the System, MDX and the State of Florida amended the Transfer Agreement in 2001 to provide that any new right-of-way purchased by MDX to improve the System would become part of the System for all purposes of the Transfer Agreement, again addressing acquisitions solely within Miami-Dade County.

28. Between 1996 and the present, MDX has expended in excess of \$250.5 million in the acquisition of right-of-way land which added to the System, evidencing the continuing consideration paid by MDX and accepted by the State; MDX has spent far more than that amount to build, improve and maintain roads on that right-of-way.

29. MDX has in excess of \$1.5 billion in outstanding bonds issued in reliance of the powers provided by its Charter, the Transfer Agreement and the State's covenant in section 348.0010 not to limit or alter the rights vested in an authority and the department until all bonds at any time issued, together with the interest thereon, are fully paid and discharged, insofar as the same affects the rights of the holders of bonds issued hereunder.

30. At the time of execution of the Transfer Agreement, each party provided the other with the requisite legal opinions and certifications demonstrating that the Transfer Agreement was considered by each to be a valid and binding contract wherein each party certified having the legal right to enter into the contract and each had the requisite authority and right to convey and acquire the rights contained therein. *See Ex. 1, Trans. Agr. §§ 1, 2.*

31. The Transfer Agreement is recorded in the Public Records of Miami-Dade County at O.R. Book 28566 Pg. 0277 through Pg. 0369. As of December 10, 1996, the effective date of the Transfer Agreement, MDX “acquired full jurisdiction and control over the operation, maintenance and finances of the System in perpetuity, including without limitation, all right to regulate, establish, collect and receive tolls thereon.” Ex. 1, *Trans. Agr.* § 3(a).

32. The Transfer Agreement is akin to a deed as it conveys rights to real property, and by its own terms and Florida law, recording was needed to give notice to the world of the ownership of said rights.

33. The Transfer Agreement at Section 3(a) provides:

... the Authority shall have acquired full jurisdiction and control over the operation, maintenance and finances of the System in perpetuity, including, without limitation, all right to regulate, establish, collect and receive tolls thereon.

34. These rights are MDX’s core asset and the Transfer Agreement is pledged as security for repayment of all MDX debt and financing. The Transfer Agreement, and specifically MDX’s rights contained therein, is listed as an asset on MDX’s balance sheet contained in its audited financial statements.

35. MDX, the holders of its bonds and other third parties have relied upon the validity of those recorded property rights.

36. MDX issues municipal debt, mostly bonds, to achieve the lowest cost of capital for its toll payers, in order to finance its intended mission, i.e., the construction of expressways and related projects that increase mobility in Miami-Dade County.

37. MDX bonds, pursuant to section 348.005(2), Fla. Stat., are not backed by the full faith and credit of the State of Florida.

38. MDX was not created by the State.

39. MDX is a county created Independent Special District pursuant to 189.031(4)(b).
40. MDX bonds are secured solely by its toll revenue and the rights vested in MDX by the Transfer Agreement that guarantee decision making at the local level by a Board with direct knowledge of its needs and requirements and a fiduciary obligation to act in its best interest.
41. MDX issues all debt subject to its Amended and Restated Trust Indenture (“Trust Indenture.”), attached as Exhibit 2.
42. The Trust Indenture sets out the contract terms by which MDX secures its obligation to its bondholders.
43. The Transfer Agreement is specifically pledged to MDX bondholders under the MDX Trust Indenture.
44. The Transfer Agreement and all MDX’s rights of full jurisdiction and control of the operation, maintenance, and finances of the System in perpetuity, including the right to regulate, establish, collect and receive the tolls thereon, are incorporated by reference into the MDX Trust Indenture and pledged to the bondholders as security for repayment of its bonds.
45. The Transfer Agreement is MDX’s most significant asset as it is the means through which MDX is able to secure funding.
46. It is the right to MDX’s sole source of revenue and the means to repay debt.
47. MDX’s bondholders relied upon those rights, conveyed in the Transfer Agreement, as security for their investment in MDX’s bonds including the promise of local control.
48. MDX bonds, by statute, are not State Bonds and are not secured by the full faith and credit of the State of Florida.

49. Bondholders and the financial markets recognized the only security for repayment comes from MDX being in control of its finances including the exclusive right to set its toll rates to meet its obligations under the Trust Indenture, safe from outside interference, *i.e.*, in accord with the exclusive rights of the Transfer Agreement and section 348.0010.

50. Bondholders carefully examine the security given for repayment, the management of the entity carrying the financial obligation and the maintenance of the facilities generating pledged revenues and the value of bonds reflect that examination along with the terms of the obligations.

51. In the course of its existence, MDX has established high marks from bondholders for the operation of the road and bridge facilities and the quality of MDX's management.

C. The Challenged Legislation Violates Home Rule Authority and Impairs MDX's Contracts

52. Several local bills adopted as legislative acts directed solely to MDX are unlawful.

i. The 2017 Amendments

53. MDX is one of five entities that control toll roads in Miami-Dade County.

54. FDOT by far collects the most in toll dollars in Miami-Dade County.

55. MDX collects 40% of the tolls collected in Miami-Dade County.

56. The legislature has not modified the toll rate of any other agency that contracts toll roads in Miami-Dade County, which include the Florida Turnpike and "express lanes" on Interstate 95 under the direct supervision of the Florida Department of Transportation.

57. In 2017 the Florida Legislature enacted amendments to Chapter 348, Part 1, Florida Statutes, which are described below and referred to as the "2017 Amendment" and attached as Exhibit 3.

58. The 2017 Amendment:

- a. amended § 348.0004(2)(e), which, among other things, constrained MDX's authority to increase tolls, limited the use of toll revenue with respect to administrative costs, and dictated the minimum distance between through-lane tolling points;
- b. amended § 348.0004(6) to mandate a specified toll reduction for SunPass users.
- c. amended § 348.0004(11) to require the dedication of a specified percentage of annual surplus revenue to be expended upon transportation and/or transit projects within Miami-Dade County, among other things.

59. Upon the passage of amendments to §§ 348.0004(2)(e), and 348.0004(6), MDX determined that it was exempt from application of these portions of the 2017 Amendments because they conflicted with its rights under the Transfer Agreement, and its Trust Indenture, i.e., covenants and contractual requirements contained in documents securing any indebtedness outstanding on July 1, 2017, and MDX did not implement them.

60. Upon passage of amendments to § 348.0004(11), MDX determined its terms conflicted with its rights under the Transfer Agreement and its Trust indenture.

61. Section 348.0004(11), unlike the changes made to §§ 348.0004(2)(e) and 348.0004(6), was not enacted subject to conflicts with “covenants” and “documents securing its indebtedness.”

62. To determine if MDX was mandated to comply with § 348.0004(11), MDX considered it against the covenant made by the state in § 348.0010.

63. Section 348.0010 states:

The state does hereby pledge to, and agrees with, any person, firm, corporation, or federal or state agency subscribing to or acquiring the bonds to be issued by an authority for the purposes of the Florida Expressway Authority Act that the **state will not limit or alter the rights hereby vested in an authority** and the department until all bonds at any time issued, together with the interest thereon, are fully paid and discharged, insofar as the same affects the rights of the holders of bonds issued hereunder. The state does further pledge to, and agrees with, the United States that, in the event any federal agency constructs, or contributes any funds for the completion, extension, or improvement of, an expressway system or any part or portion thereof, the state will not alter or limit the rights and powers of an authority and the department in any manner which would be inconsistent with the continued maintenance and operation of the expressway system or the completion, extension, or improvement thereof or which would be inconsistent with the due performance of any agreement between the authority and any such federal agency, and the authority and the department shall continue to have and may exercise all powers granted so long as the same shall be necessary or desirable for carrying out the purposes of the Florida Expressway Authority Act and the purposes of the United States in the completion, extension, or improvement of the expressway system or any part or portion thereof.

64. In reliance upon the covenant of the State in § 348.0010, MDX is exempt from application of § 348.0004(11), as amended.

65. MDX interpreted the covenant of the State in § 348.0010, to exempt it from application of §348.004(11), because its impact was to eliminate the MDX Board's right to determine the calculation and use of its surplus, provided under the Transfer Agreement, said right being pledged to its bondholders in security of repayment of its bonds under its Trust Indenture.

66. Given that § 348.0004(11), "altered rights vested in the authority" and that were pledged to its bondholders, MDX, for itself and its bondholders, relied upon the covenant's plain meaning that the State would not alter its rights while bonds remained outstanding, and in reliance on the State's covenant did not implement this section.

67. MDX did not interpret §§ 348.0004(12) and (13) or § 348.00115, as being in conflict with either the Transfer Agreement or its Trust Indenture. As used herein the term “the 2017 Amendments” refers to those 2017 amendments that conflict with the MDX Transfer Agreement and Trust Indenture, to wit: §§ 348.0004(2)(e)(1)(a-d), § 348.0004(6), and 348.0004(11).

68. MDX sought the assistance of the Attorney General to interpret whether the 2017 Amendments conflicted with the Transfer Agreement or the Trust Indenture and was therefore an unconstitutional impairment. Although the Attorney General did not provide an opinion, it did provide guidance citing to *Laborer’s Int’l Union of N. Am, Local 478 v. Burroughs*, 541 So. 2d 1160 (Fla. 1989) as instructive and setting out the standard that a conflict exists where “one must violate one provision ... to comply with another.” *See* Exhibit 4.

69. Under the standard provided above by the Attorney General, the 2017 Amendments conflict with the Transfer Agreement and the Trust Indenture as MDX must choose to violate one to comply with the other, supporting MDX’s interpretation that it was exempt from application of the amendments.

ii. The 2018 Amendment

70. In 2018 the Florida Legislature adopted a new modification to Part 1 of Chapter 348, Florida Statutes, § 348.003(2)(d)(2), that became law described below and referred to as the “2018 Amendments” and attached as Exhibit 5. MDX was the only Florida expressway authority intended to be affected by the 2018 Amendment.

71. The 2018 Amendment mandated that the MDX Board would be dissolved if it did not reduce toll rates by a minimum 5% as set out in the 2017 Amendments.

72. The 2018 Amendment purported to eliminate the savings clauses that made application of the toll rate reduction subject to compliance with MDX's documents securing its indebtedness.

73. The Senate staff provided to legislators an analysis of the proposed 2018 Amendment and its impact to MDX before passage and opined:

If a court determines that this bill impairs the rights of any bondholder of an expressway authority created under part 1 of ch. 348, F.S., by requiring the reduction of tolls for certain users of the road, **then such provision of the bill may be found unconstitutional.**

See Staff Analysis, attached as Exhibit 6.

74. Even after receiving the warning from Senate professional staff that the Amendments were potentially unconstitutional, the Legislature passed it into law mandating that the MDX Board give up its contractual right to autonomy, subject itself to the control of the Legislature and reduce toll rates as demanded regardless of the impact to MDX, its bondholders, or its ability to continue to use its contract rights as the security to obtain financing to continue its mission to increase mobility in Miami-Dade County.

75. The 2017 Amendment and the 2018 Amendment applied only to MDX.

76. As a consequence of the 2017 Amendments and the 2018 Amendment there is a cloud of uncertainty regarding who has the right to control MDX's operations, set MDX toll rates, and manage its finances.

77. As a consequence of this uncertainty, MDX is currently unable to issue public municipal debt on par with its previous bond issuances because its bond counsel can no longer provide an unqualified opinion that MDX retains the full jurisdiction and control of its finances, including the right to regulate tolls, or that the Legislature in the future will not continue to usurp

or interfere with MDX's full jurisdiction and control of the right to set its tolls or manage its finances.

78. As a result, in July 2018, after passage of the 2018 Amendment, the Fitch Rating Agency downgraded MDX's bonds outlook as negative, citing unprecedented legislative usurpation of its rights, and MDX's Bond Insurer has raised concerns of current impairment of the Transfer Agreement and Trust Indenture by the amendments, as well as concerns about future legislation requiring further reduction in toll rates. See Exhibits 7 and 8, respectively.

79. Under the legal standard provided as guidance by the Attorney General as well as the clear harm caused to MDX and its bondholders as expressed by the Fitch downgrade, concerns raised by MDX's bond insurer, and MDX's current inability to issue parity bonds, it is clear that the 2017 and 2018 Amendments unconstitutionally impair the Transfer Agreement and the Trust Indenture, are unconstitutional special laws, and violate § 348.0010 consistent with the warnings provided by Senate staff to the Legislature before passing these amendments.

iii. The 2019 Amendment

80. On May 3, 2019, the Legislature adopted another impermissible local bill, applying only to MDX, that purports to divest this County created agency of its contract rights and other substantial assets, create a new Miami-Dade County authority controlled by the State, and dissolve MDX. *See* Fla. HB 385, §§ 13-17, 22 (2019) (the "2019 Amendment"), attached as Exhibit 9.

81. The 2019 Amendment repeal the sections of the Act that authorized the formation of an expressway authority by a home rule county, creates the Greater Miami Expressway Agency (GMX) and provides it with the same powers and style of governance as MDX, immediately transfers the governance, control, property and assets of MDX to the GMX, dissolves MDX, and prohibits MDX employees and board members (but only those appointed by

the Miami Dade Board of County Commissioners and not those appointed by the Governor) from serving on the board of the new GMX. The Governor's appointees to the MDX Board could be appointed to the GMX Board. In effect the only real change made by the Legislature is to remove the existing Miami-Dade County appointed board and management of MDX and unlawfully take MDX's property.

82. Under the 2019 Amendment, Part I of Chapter 348, Florida Statutes, consisting of sections 348.0001, 348.0002, 348.0003, 348.0004, 348.0005, 348.0007, 348.0008, 348.0009, 348.0010, 348.0011, 348.00115, and 348.0012, is repealed.

83. The Legislature then recreated a new Part I consisting of 348.0301 through 348.0318 vis-à-vis the 2019 Amendment.

84. MDX is the only expressway authority the challenged legislation seeks to abolish, substituting in its place another agency to be solely engaged within the geographical boundaries of the County, but ostensibly controlled by the State.

85. Given the foregoing there is a bona-fide, actual, present practical need for a declaration that the 2017, 2018 and 2019 Amendments are unenforceable under the Florida Constitution.

86. The declaration concerns a present, ascertained, or ascertainable set of facts, or present controversy to a set of facts.

87. An immunity, power, privilege, or right of the Plaintiff is dependent upon the facts or law applicable to the facts.

88. The Defendants have, or reasonably may have, an actual, present, adverse and antagonistic interest in the subject matter, either in law or fact.

89. The relief sought is not merely the giving of legal advice or the answers to questions propounded for curiosity.

90. All conditions precedent have been performed or waived.

COUNT I

**Declaratory Judgment
Constitutional Violation of Art. VIII, § 11, Fla. Const. of 1855;
Art. VIII, § 6(e), Fla. Const. of 1968
(The 2019 Amendments Violate Home Rule Authority)**

91. MDX realleges Paragraphs 1-52, 80-90.

92. The 2019 Amendment only applies to Miami-Dade County, as such, it is an impermissible local bill in violation of the Home Rule Amendment and home rule authority.

93. Because the 2019 Amendment purports to dissolve an agency established by the Miami-Dade County Commission and strip it of all of its property, it is an act in derogation of the Home Rule Amendment not recognized by Defendants creating a bona fide, actual, present need for a declaration that the 2019 Amendment is invalid and unconstitutional under Art. VIII, § 11, Fla. Const. of 1855 and Art. VIII, § 6(e), Fla. Const. of 1868.

94. The declaration sought deals with a present controversy as to an ascertainable set of facts.

95. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts. Impairing the rights of bondholders also impairs the rights of MDX.

96. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint.

97. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2019 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT II

Declaratory Judgment Constitutional Violation of Art. I, § 10, Fla. Const. of 1968 (The 2019 Amendments Impair MDX's Contracts)

98. MDX realleges Paragraphs 1-52, 80-90.

99. Article I, section 10 of the Florida Constitution mandates that “No ... law impairing the obligations of contracts shall be passed.” Art. I, § 10. Thus, it is unconstitutional for the Florida Legislature to enact laws that interfere with the rights conveyed to MDX by contract.

100. By purporting to transfer all of the property and rights acquired by MDX, an agency created by ordinance of the Miami-Dade County Commission, taking from MDX all of its legal rights under the Transfer Agreement, the 2019 Amendment is an unconstitutional impairment of MDX's rights under the Transfer Agreement. *Searcy v. State*, 209 So. 3d 1181 (Fla. 2017).

101. Because of this, there is a bona fide, actual, present need for a declaration that the 2019 Amendment is invalid and unconstitutional under Art. I, § 10.

102. The declaration sought deals with a present controversy as to an ascertainable set of facts.

103. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts.

104. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint.

105. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2019 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT III

**Declaratory Judgment
Constitutional Violation of Art. VIII, § 11, Fla. Const. of 1855;
Art. VIII, § 6(e), Fla. Const. of 1968
(The 2018 Amendments Violate Home Rule Authority)**

106. MDX realleges Paragraphs 1-52, 70-79, 90.

107. The 2018 Amendment only applies to Miami-Dade County, as such, it is an impermissible local bill in violation of the Home Rule Amendment and home rule authority.

108. Because the 2018 Amendment will cause the dissolution of the MDX Board for failure to lower tolls in derogation of Home Rule Amendment, there is a bona fide, actual, present need for a declaration that the 2018 Amendment is invalid and unconstitutional under Art. VIII, § 11, Fla. Const. of 1855 and Art. VIII, § 6(e), Fla. Const. of 1868.

109. The declaration sought deals with a present controversy as to an ascertainable set of facts.

110. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts.

111. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint.

112. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2018 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT IV

Declaratory Judgment Constitutional Violation of Art. I, § 10, Fla. Const. of 1968 (The 2018 Amendments Impair MDX's Contracts)

113. MDX realleges Paragraphs 1-52, 70-79, 90.

114. Article I, section 10 of the Florida Constitution mandates that “No ... law impairing the obligations of contracts shall be passed.” Art. I, § 10. Thus, it is unconstitutional for the Florida Legislature to enact laws that interfere with the rights conveyed to MDX by contract.

115. By forcing MDX to discount toll rates, the 2018 Amendment is an unconstitutional impairment of MDX's contractual rights under the Transfer Agreement, which gives it full jurisdiction and control of the System including without limitation, all right to regulate, establish, collect and receive tolls thereon, as well as its contractual rights under the Trust Indenture. *Searcy v. State*, 209 So. 3d 1181 (Fla. 2017).

116. Because of this, there is a bona fide, actual, present need for a declaration that the 2018 Amendments are invalid and unconstitutional under Art. I, § 10.

117. The declaration sought deals with a present controversy as to an ascertainable set of facts.

118. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts.

119. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint. The impairment of bondholder rights causes harm to MDX.

120. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2018 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT V

**Declaratory Judgment
Constitutional Violation of Art. VIII, § 11, Fla. Const. of 1855;
Art. VIII, § 6(e), Fla. Const. of 1968
(The 2017 Amendments Violate Home Rule Authority)**

121. MDX realleges Paragraphs 1-69, 90.

122. The 2017 Amendment only applies to Miami-Dade County, as such, it is an impermissible local bill in violation of the Home Rule Amendment and home rule authority.

123. Because the 2017 Amendment will fundamentally alter MDX's powers and rights in derogation of Home Rule Amendment, there is a bona fide, actual, present need for a declaration that the 2018 Amendments are invalid and unconstitutional under Art. VIII, § 11, Fla. Const. of 1855 and Art. VIII, § 6(e), Fla. Const. of 1868.

124. The declaration sought deals with a present controversy as to an ascertainable set of facts.

125. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts. The impairment of bondholder rights causes harm to MDX.

126. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint.

127. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2017 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT VI

Declaratory Judgment Constitutional Violation of Art. I, § 10, Fla. Const. of 1968 (The 2017 Amendments Impair MDX's Contracts)

128. MDX realleges Paragraphs 1-69, 90.

129. Article I, section 10 of the Florida Constitution mandates that “No ... law impairing the obligations of contracts shall be passed.” Art. I, § 10. Thus, it is unconstitutional for the Florida Legislature to enact laws that interfere with the rights conveyed to MDX, an agency created by ordinance of the Miami-Dade County Commission, by contract.

130. By forcing MDX to discount toll rates and diverts surplus funds, the 2017 Amendment is an unconstitutional impairment of MDX's contractual rights under the Transfer Agreement, which gives it full jurisdiction and control of the System including without

limitation, all right to regulate, establish, collect and receive tolls thereon, as well as its contractual rights under the Trust Indenture. *Searcy v. State*, 209 So. 3d 1181 (Fla. 2017).

131. Because of this, there is a bona fide, actual, present need for a declaration that the 2017 Amendment is invalid and unconstitutional under Art. I, § 10.

132. The declaration sought deals with a present controversy as to an ascertainable set of facts.

133. Constitutionally provided rights of MDX and its bondholders are dependent upon the law applicable to the facts. The impairment of bondholder rights causes harm to MDX.

134. Plaintiff and Defendants have an actual, present, adverse, and antagonistic interest in the subject matter of this Verified Complaint.

135. The relief sought is not merely for the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a declaratory judgment that the 2017 Amendment is unconstitutional, prohibit the enforcement of same by means of temporary and permanent injunctive relief, and enter such other relief as this Court deems just and proper.

COUNT VII

Temporary Injunction Pursuant to Fla.R.Civ.P. 1.610(a)

136. MDX realleges Paragraphs 1-52, 80-90.

137. The 2019 Amendment, among other things, will: (i) upon becoming a law immediately transfer the governance, control, property and assets of MDX to GMX; (ii) dissolves MDX, and (iii) prohibit MDX Board members and employees from serving on the board of the new GMX.

138. MDX believes that Governor DeSantis will sign the bill on Monday May 6, 2019, if not sooner, causing it to become law and triggering MDX's immediate divestment of all governance, control, property, assets, rights and powers, as well as its dissolution – causing it to cease to exist.

139. If not restrained, the 2019 Amendments will violate critical constitutional principles of home rule and non-interference with contracts, work irreparable harm on MDX, and deny MDX the opportunity to legally challenge the unconstitutional 2019 Amendment.

140. MDX has no adequate remedy at law.

141. MDX has a substantial likelihood of success on the merits.

142. A temporary injunction will serve the public interest.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a temporary injunction pursuant to Fla.R.Civ.P. 1.610(a) against Defendants requiring them to recognize that MDX maintains, and to cease, desist, and refrain from taking any action in derogation of, its governance, control, assets, property, rights and powers until further order of this Court, and MDX's governance, control, assets, property, rights and powers, and for such other relief as this Court deems just and proper.

COUNT VIII

Permanent Injunction

143. MDX realleges Paragraphs 1-90.

144. MDX has a clear and inherent legal right pursuant to home rule authority to continue functioning as an expressway authority maintaining full operational authority and financial control of the System.

145. If MDX is required to comply with the 2017 Amendments, the 2018 Amendments and the 2019 Amendments it will lose all control of the System and be irreparably harmed.

146. MDX has no adequate remedy at law.

147. MDX has a substantial likelihood of success on the merits.

148. A temporary injunction will serve the public interest.

WHEREFORE, Plaintiff MDX respectfully requests that this Court enter a permanent injunction against Defendants requiring them to recognize that MDX maintains, and to cease, desist, and refrain from taking any action in derogation of, its governance, control, assets, property, rights and powers until further order of this Court, and MDX's governance, control, assets, property, rights and powers, and for such other relief as this Court deems just and proper.

Respectfully submitted,

s/ Glenn Burhans, Jr.

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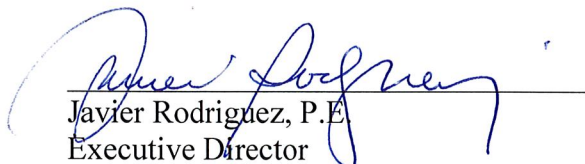
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VERIFICATION PURSUANT TO § 92.525, FLA. STAT.

Under penalties of perjury, I declare that I have read the foregoing VERIFIED COMPLAINT (CORRECTED) FOR DECLARATORY AND INJUNCTIVE RELIEF and that the facts stated in it are true, except as to those facts expressly stated upon information or belief, in which case, such facts are true to the best of my knowledge and belief.

Executed on this 6th day of May, 2019.



Javier Rodriguez, P.E.
Executive Director
Miami-Dade Expressway Authority