

MEMORANDUM

Substitute
Agenda Item No. 8(C)(1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 17, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the
County Mayor to expend funds
up to \$5,000,000 to reimburse
the Performing Arts Center
Trust, Inc., a Florida non profit
corporation, for repairs to the
Adrienne Arsht Center

This substitute item differs from the original version as stated on the County Mayor's memorandum.

The accompanying resolution was prepared by the Department of Cultural Affairs and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum



Date: July 17, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Request for Authorization to Allocate Funds for Continued Assessment and Required Repairs to the Adrienne Arsht Center (Arsht Center) for the Performing Arts of Miami-Dade County

The substitute differs from the original item in that it delegates to the Mayor or the Mayor's designee the authority to determine the value of an alternative form of security in lieu of bond to be provided to the County by any contractors performing work at the Adrienne Arsht Center.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the allocation of up to \$5 million to be funded from a portion of the annual amount allocated to the Performing Arts Center Trust, Inc. (PACT) for operational support of the Arsht Center, excess Convention Development Tax (CDT) receipts, if any, and/or the Convention Development Tax Shortfall Reserve to be used only as required for the assessment, demolition, and reconstruction of the damage to the Arsht Center as detailed in the June 20, 2012 status report to the Board (attached), subject to satisfaction of conditions precedent. A budget amendment to the County's Fiscal Year 2011-2 budget effectuating the foregoing will be prepared and presented to the Board for approval as part of the end of year budget amendment process. In addition, it is recommended that the Board delegate to the Mayor or his designee the authority to determine the value of the alternative form of security in lieu of performance bond to be provided to the County by the PACT and, if necessary, any contractor performing work, for each contract subject to the requirements of Section 255.05, Florida Statutes.

Scope of Agenda Item

This resolution allows for funding to be allocated to repair damage to the Arsht Center. While the facility is located in District 3, it serves the entire County.

Fiscal Impact/Funding Source

Currently, the County provides a subsidy of \$7.65 million from the Convention Development Tax (CDT) to support the facility on an annual basis, and additional funding (\$344,000 in FY 2011-12) to support education programs, capital expenditures and an endowment, depending on the amount of funding available. It is anticipated that some portion of the \$7.65 million subsidy may be available to fund some of the repair costs. In addition, adequate revenue from CDT collections to fund all or a portion of the balance may be available by the end of the fiscal year. Funding is available from the Convention Development Tax (CDT) Shortfall Reserve to cover any remaining deficiency. An appropriate amendment will be included in the end-of-year budget amendment to adjust the source of funds.

Track Record/Monitor

The Department of Cultural Affairs, the Internal Services Department, and the Office of Management and Budget will monitor the use of these funds.

Background

This recommendation and update to the previously issued June 20, 2012 status report to the Board is provided to inform the Board of the necessary actions taken to date in response to the ongoing work of the PACT, in collaboration with the County's professional staff, to identify the causes of, and develop and implement a plan of action to address the water damage to the Arsht Center that occurred on May 20, 2012.

As noted in the June 20, 2012 status report, in accordance with the Operating and Management Agreement, the PACT has the authority and responsibility over the day to day operations of the facility, including the procurement of all necessary contractors for the maintenance and repairs of the facility. In order to ensure the necessary level of diligence and scrutiny, our County staff will continue to work closely with the PACT in the review and approval of all scopes of work and expenditures incurred to complete this work. The County will work with the PACT to ensure that we take every possible step to protect our interest, including recovery from insurance policies.

The County and the PACT continue to aggressively pursue reimbursement options from our respective insurance carriers. The PACT has a Business Income Insurance policy with Chubb Group Insurance Companies (Chubb) and the coverage for the building is provided under the County's insurance program. While we advance this claims process, the time-sensitive nature of the work to assess and repair the damage at the Arsht Center is the central reason for recommending that the Board approve an "up to" amount to provide the resources necessary to cover project-related expenditures. The \$5 million allocation requested represents the value of the County's deductible and will be accessed only as needed and subject to a strict review of all proposed project expenditures.

To date, the following is an update on progress with this work:

1. County staff is finalizing a contract with a forensics engineering firm to determine the cause of the event.
2. The PACT has taken the necessary steps to contain the water intrusion problem in the impacted areas.
3. Phase 1 of the remedial work, which consists of the initial repairs and dehumidification, has been substantially completed. The projected cost for this phase was originally estimated at \$1.3 million. As a result of our review, County and PACT staff were able to reduce this cost to \$1.15 million.
4. Phase 2, which is the demolition work, has commenced and is expected to be completed by late July. The scope of work and cost estimate for this phase are being finalized at this time, taking into account the unique and complex features of this facility. A very preliminary "order of magnitude" estimate of \$1.4 million was provided in the June 20, 2012 report. As in Phase 1, our continued review has resulted in a revised estimate of \$1 million. The Internal Services Department and the Office of Management and Budget are closely reviewing and verifying the scope and costs for this phase before authorizing any reimbursement of project expenditures by the PACT staff.

5. As mentioned in the June 20, 2012 status report, Phase 3 is the reconstruction of the impacted area and will require time and specialized expertise to develop a reliable cost estimate. Given the extent of the water damage, additional damaged areas may be revealed during the

demolition phase and this uncertainty makes it difficult to provide a definitive cost estimate for Phase 3 at this time. In addition to hiring a forensic engineer to assist with this phase, staff will be working with the PACT staff to ensure that they solicit competitive cost proposals for the reconstruction.

Recognizing the importance of ensuring that all repairs are completed in time for the opening events of the fall season at the Arsht Center and that the cause of the water damage is remedied immediately so as to not cause further damage to the facility, County staff has been working diligently with staff of the PACT to ensure that this goal is met. This includes determining the cause of the damage, reconstructing the affected portions of this facility, as well as repair of systems that may have led to this damage. To help meet this goal, County staff has identified the immediate need to retain the services, on an emergency basis, of a forensic engineer. The forensic engineer will assist the team in determining the cause(s) of the recent water intrusion, identifying any additional potentially vulnerable areas in the Ballet Opera House as well as the Concert Hall and providing a corrective plan of action in order to prevent similar incidents from occurring in other areas of the facility. Additionally, the resulting forensic report will help refine the full scope of repairs, related cost estimates and liability for the damages.

As between the County and the PACT, the Operating and Management Agreement assigns responsibility between the parties for repairs to the Arsht Center. In an effort to move forward expeditiously and without regard to these provisions at this time, the County has agreed to provide funding for the repairs as set forth herein. Notwithstanding the County's agreement to fund the repairs, the County has not waived any of its rights under the Operating and Management Agreement. Accordingly, as a condition of reimbursement, the PACT will include as part of each pay requisition an acknowledgement that it understands that the County's agreement to fund the repairs is not a waiver of its or the PACT's rights under the Operating and Management Agreement.

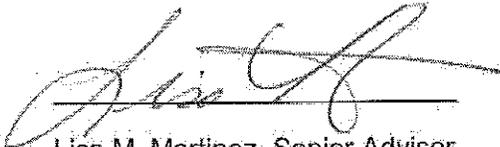
As noted in the June 20th memo, the PACT must provide a payment and performance bond in accordance with the provisions of Section 255.05, Florida Statutes for the each contract for repairs subject to the requirements of that statute. In lieu of a payment and performance bond, the PACT, and if necessary, contractor(s) performing work, may provide to the County cash or other acceptable form of security as an alternative form of security. It is recommended that the Board delegate to the Mayor or his designee the authority to determine the value and sufficiency of the security for each contract subject to the requirements of Section 255.05. In determining the sufficiency and value of the alternative security the Mayor will consider the nature, history and financial capabilities of the PACT or the contractor(s) providing the alternative form of security, as the case may be, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work. It has been our practice to reimburse PACT for payments made in connection with the repairs rather than to issue advance payments. The recommendation is made that we continue this policy. This will further reduce the potential liability to the County and will also be considered when determining the value and sufficiency of the alternative form of security from the PACT or the contractor(s) providing the alternative form of security. The receipt by the County of the alternative form of security from the PACT shall be a condition to reimbursement.

As an additional security and in conformance with the requirements of Section 255.05, Florida Statutes, prior to any reimbursement for the work, the PACT shall provide to the County documents

evidencing that, prior to the commencement of the work or purchase of supplies, any and all contractors hired by the PACT to perform the work has executed, delivered and recorded in the public records a statutory payment and performance bond in the full amount of those contracts naming the PACT and the County as dual obligees or an alternative form of security in lieu of bond as required by Section 255.05, Florida Statutes, and in a form and value determined by the County Mayor or the County Mayor's designee. Lastly, the PACT shall also provide to the County releases of liens and claims on bonds from all contractors, subcontractors and suppliers performing any work or supplying any materials. Receipt of such releases shall also be a condition to reimbursement.

While both the County and the PACT continue to aggressively pursue reimbursement options from our respective insurance carriers, an allocation from the Board is necessary to allow for project-related expenditures to continue without delay. The County, the owner of the Arsht Center, and the PACT, the facility's operator, continue to address all aspects of this situation, from repairs to insurance reimbursements, in close collaboration. We share the central objective of restoring the Arsht Center to the level of building quality established for this world-class facility while carefully managing the effectiveness of the work, containing costs, and aggressively pursuing all available remedies for reimbursement of associated costs. A report will be provided to the Board every two weeks until this issue is resolved.

Attachment

A handwritten signature in black ink, appearing to read "Lisa M. Martinez", is written over a horizontal line. The signature is stylized and cursive.

Lisa M. Martinez, Senior Advisor

Memorandum



Date: June 20, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Status Report on the Adrienne Arsht Center (Arsht Center) for the Performing Arts of Miami-Dade County

This report is being provided as an update regarding the water damage that occurred recently at the Ziff Ballet Opera House at the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht Center). County staff and the staff of the Performing Arts Center Trust (PACT) have been working cooperatively to assess the damage and develop a responsible and reliable action plan to address the current situation. This report will provide background information, details about the occurrence, the nature and extent of insurance coverage, the relationship between the County and the PACT as it relates to repairs, the proposed phases of work and cost estimates to date, and the fiscal impact.

Background

It is important to point out that Miami-Dade County owns the Arsht Center and that the PACT operates this facility under an Operating and Management Agreement with the County. This relationship was developed as a partnership in the early 1990s at the inception of the planning and design phase for this major performing arts complex and continues today through the Arsht Center's sixth outstanding season as a close working relationship between the parties. The partnership between the County and the PACT was established to provide our community with the specialized expertise of a non-profit organization that can program and operate a complex set of theaters and support facilities and raise private sector funds to complement the annual operating subsidy provided by the County to the PACT to help cover these costs.

It also is important to emphasize that the Arsht Center was designed and built as one of the nation's most technologically-advanced, purpose-built performing arts centers. Its structural design and complement of integrated acoustical and theatrical features make it one of the most complex building types that can be constructed. In assessing the recent water damage, it is essential to take sufficient time and care and use experts that not only can determine the impact to the building's finishes and public features but also to evaluate and develop effective plans to repair any of the facility's theater, acoustical, and sound and communications systems that may have been affected. Overall, ensuring that this facility is returned to its "original" world class condition is in the interest of the County, the PACT, the artists and cultural organizations that use this state-of-the-art theater and the public who has enjoyed thousands of performances at the Ziff Ballet Opera House.

At the same time, it is essential to proceed as quickly as possible to address the water damage. Both County and PACT staff have been working closely to mitigate the effect of the water on building finishes, systems and equipment with the understanding that time is of the essence to contain the extent of the damage. In addition, it is very important to address these issues and develop and implement a plan that can enable the PACT to launch its fall season in early October 2012 without delay.

Water Damage

On May 20, 2012, at approximately 8:00 pm, a storm drain pipe carrying rain water from the roof of the Arsht Center failed. This drain pipe's failure caused considerable water damage to the interior of the building. At this time, we understand the damage extends to large sections of interior acoustical ceilings, partition walls, hallways, multiple large restrooms, floor carpets, surrounding stair finishes, baseboards, electrical equipment, fire alarms and two elevators. The areas affected by the water damaged were the 4th Tier, 3rd Tier, 2nd Tier, Ballet Box Tier, Intermediate Level, and Orchestra Level.

Insurance and Cooperative Assessment Efforts

Insurance coverage for the Arsht Center is provided by both the County and the PACT. Coverage for the building is provided under the County's insurance program. A \$5 million per occurrence deductible applies to each loss. The insurance carrier was immediately notified and an adjusting team was assigned.

The PACT has a Business Income insurance policy with Chubb Group of Insurance Companies (Chubb) which covers the Ziff Ballet Opera House performances with a \$2.5 million ceiling after a 48-hour waiting period treated as a deductible. Chubb has been notified of the water event. They have toured the damage and are in contact with the County's insurance company.

County staff, including members from my office, the Internal Services Department's Risk Management and Design and Construction divisions, the Office of Management and Budget, and Cultural Affairs, in consultation with the County Attorney's Office, has been working with PACT representatives to determine the scope of loss, review costs as they become available, provide guidance and ensure compliance with insurance requirements in order to maximize the coverage. These individuals will remain assigned to this endeavor until the restoration is complete in order to ensure that we have adequate expertise and oversight for each phase of this work and they will continue to work closely with the PACT to ensure that we take every possible step to protect our interests, including the pursuit of reimbursements under the coverage provided by these policies.

It is clear that the County and the PACT are partners in ensuring the continued success of this facility. We have been working together since the facility was just a concept, through design and construction, grand opening, many successful events and since the evening of the damage. In accordance with the Operating and Management Agreement, the PACT has the authority and responsibility over the day to day operations of the facility, including the procurement of all necessary contractors for the maintenance and repairs of the facility. The County will be a participant in providing guidance in the areas of construction scope and insurance reimbursement and authorized funding.

Description of Project Phases

PACT staff has developed a three phase approach to the assessment and repair of damages to the Ziff Ballet Opera House. It is important to emphasize that to date, only work necessary to address and contain the immediate effects (e.g., removal of standing water, inspections and dehumidification) has occurred. The estimated cost of this work is \$1.3 million. Given the nature of water damage and the complexity of the building, more detailed estimates for the remaining tasks are in the process of being developed and are likely to change as the assessment proceeds and the work itself uncovers the areas that are affected. Additional updates will be provided to the Board as more information is available.

Phase 1: Initial Repairs and Dehumidification

This phase is estimated at \$1.3 million. We believe there is an opportunity for reimbursement under the PACT's Business Income Insurance since a portion of these costs were incurred in order to continue the very successful Lion King show that ran from May 16, 2012 to June 10, 2012.

Phase 2: Demolition

Due to the unique and complex features of the facility, reliable estimates of the potential costs will take time and care to determine. An "order of magnitude," preliminary estimate for this phase is approximately \$1.4 million. More up-to-date and fully detailed estimates are being developed.

Phase 3: Reconstruction / Forensic Engineer Assessment

As in phase 2, due to the unique and complex features of the facility and the considerable extent of the damages, reliable estimates of the potential costs will take time and specialized expertise to develop.

Fiscal Impact

Currently, the PACT receives \$7.65 million in funding annually from the County, allocated from the Convention Development Tax (CDT), which supports occupancy costs associated with building maintenance, utilities, security, and insurance. It is anticipated that any County support would be provided on a reimbursement basis, as is currently the practice under the on-going agreement.

To assist the PACT financially with their clean-up efforts, initial reimbursements for Phase 1 of the project will be paid from the PACT's \$7.65 million allocation for FY 2011-12. In May, it was projected that the PACT will have an estimated balance of approximately \$200,000 that, if necessary, could be made available to help offset the initial repairs. This projection could fluctuate depending upon other unusual operating expenditures that may have been incurred as a result of the damage. Should it be necessary to provide the PACT with even greater financial support for the remaining costs associated with Phase 1 through Phase 3, the County would identify funds available within the Convention and Development Tax (CDT) reserve or other appropriate funding source. Any allocation for the repair of the facility would require Board approval.

The Operating and Management Agreement requires that the PACT conduct its business in accordance with the same legal requirements imposed upon the County. Section 255.05, Fla. Statutes, requires that the PACT, the entity in privity with the County, provide a payment and performance bond or alternative form of security in lieu of bond when entering into any contract related to this repair. Unlike construction contractors, it is unlikely that the PACT, acting as the County's operator of the Arsht Center and not as the contractor that will be performing the actual work, has the bonding capacity that permits it to provide a payment and performance bond directly to the County. In any necessary Board item authorizing additional funding to address this issue, it will be recommended that the PACT provide to the County an alternative form of security in accordance with the provisions of 255.05, Florida Statutes, the value of which shall be determined by the Mayor or designee. In determining the value of the alternative form of security, the nature, history, financial capabilities of the PACT, the contractual obligations secured by the alternative security and the contractual safeguards in place to protect payments to persons performing the work will be considered. Appropriate documents will be required at that time showing that, prior to the commencement of work or purchase of supplies, the contractor(s) hired to perform the repair and restoration work has executed, delivered and recorded in the public records, a payment and performance bond in the full amount of the contract price naming the PACT and the County as dual obligees. As an additional protection, the County will require that the PACT obtain and provide releases of liens and claims from all contractors and subcontractors

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
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performing any work prior to the release of any reimbursements. Lastly, reimbursements from the PACT's fiscal year 2011-12 subsidy, will also be conditioned upon the County's receipt of appropriate documents showing that, prior to the commencement of work or purchase of supplies, the contractor(s) hired to perform the repair and restoration work has executed, delivered and recorded in the public records, a payment and performance bond in the full amount of the contract price naming the PACT and the County as dual obligees.

Conclusion

The Adrienne Arsht Center for the Performing Arts is a world class facility. Miami-Dade County and the Performing Arts Center Trust are partners in ensuring that this County-owned facility is maintained to the highest standards. We are taking the appropriate steps to ensure that: a thorough damage assessment is made; immediate repairs are made to ensure the damage is contained; the cause of the damages, including the failure of the pipe, is determined; and any necessary modifications to the facility, including the remaining pipes, are made in order to avoid further damages to the facility.

In order to restore the Arsht Center, Board approval for funding beyond the annual subsidy, will be sought at the July 3, 2012 Board of County Commissioners meeting.

If you have any questions, please contact Senior Advisor, Lisa M. Martinez, at 305-375-2911.

c: R.A. Cuevas, Jr., County Attorney
Ed Marquez, Deputy Mayor, Office of the Mayor
Lisa M. Martinez, Senior Advisor, Office of the Mayor
John Richard, President and CEO, Adrienne Arsht Center for the Performing Arts
Jennifer Moon, Director, Office of Management and Budget
Lester Sola, Director, Internal Services Department
Michael Spring, Director, Cultural Affairs Department



MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: July 17, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Substitute
Agenda Item No. 8(C)(1)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required.

Approved _____ Mayor Substitute
Veto _____ Agenda Item No. 8(C)(1)
Override _____ 7-17-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXPEND FUNDS UP TO \$5,000,000 TO REIMBURSE THE PERFORMING ARTS CENTER TRUST, INC., A FLORIDA NON PROFIT CORPORATION, FOR REPAIRS TO THE ADRIENNE ARSHT CENTER, SUBJECT TO SATISFACTION OF CERTAIN CONDITIONS; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO DETERMINE THE VALUE OF ALTERNATIVE FORM OF SECURITY IN LIEU OF BOND TO BE PROVIDED TO THE COUNTY BY THE PERFORMING ARTS CENTER TRUST, INC., AND, IF NECESSARY, ANY CONTRACTOR PERFORMING WORK, SUBJECT TO CERTAIN PARAMETERS SET FORTH IN THIS RESOLUTION; AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PREPARE AN APPROPRIATE AMENDMENT TO THE FISCAL YEAR 2011-12 COUNTY BUDGET TO EFFECTUATE THE FOREGOING

WHEREAS, this Board previously adopted Resolution No. R-141-08 which, among other things, ratified execution of Amendment Number Six to the Amended and Restated Operating Management Agreement (the "Amended Agreement") between the County and the Performing Arts Center Trust, Inc. (the "PACT") for the operation of the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (the "Arsht Center"); and

WHEREAS, in accordance with the Amended Agreement, the PACT has the authority and the responsibility over the day to day operations of the Arsht Center,

including the procurement of all necessary contractors for the maintenance and repairs of the Arsht Center; and

WHEREAS, the PACT has procured and is in the process of procuring contractors for the repair of considerable water damage to the Arsht Center; and

WHEREAS, at this time the Board wishes to authorize the funding of such repair so as to not impede the continued operation of the Arsht Center in its fall season and yet reserving the County's rights under the Amended Agreement; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum from the County Manager, 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 foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby authorizes the County Mayor or the County Mayor's designee to expend up to \$5 million from the amount allocated to the PACT in Fiscal Year 2011-12 for operational support of the facility, excess Convention Development Tax funds and/or the Convention Development Tax Shortfall Reserve, if necessary, to reimburse the Performing Arts Center Trust, Inc. for any required assessment, demolition, repair and/or reconstruction of the Arsht Center, subject to satisfaction of all of the following prior to the disbursement of funds: (a) for each contract subject to the requirements of Section 255.05 receipt by the County from the PACT of an alternative form of security in lieu of bond as required by Section 255.05,

Florida Statutes, and in a form and value determined by the County Mayor or the County Mayor's designee as set forth in Section 3 below; (b) for each contract subject to the requirements of Section 255.05 receipt by the County of documents evidencing that, prior to the commencement of work or purchase of supplies, the contractor(s) hired to perform the repair and restoration work has executed, delivered and recorded in the public records, a statutory payment and performance bond as required by Section 255.05 of the Florida Statutes in the full amount of the contract price naming the County and the PACT as dual obligees >>or an alternative form of security in lieu of bond as required by Section 255.05, Florida Statutes, and in a form and value determined by the County Mayor or the County Mayor's designee as set forth in Section 3 below<<¹; (c) receipt by the County of releases of liens and claims from all contractors and subcontractors performing any work; and (d) receipt by the County of a written acknowledgment by an authorized representative of the PACT that the County's agreement to fund the repairs is not a waiver of its rights under the Amended Agreement.

Section 3. The County Mayor or the County Mayor's designee is hereby delegated the authority to determine the value of the alternative form of security in lieu of bond to be provided by the PACT >>and, if necessary, contractor(s) performing work,<< for each contract subject to the requirements of Section 255.05, subject to the parameters set forth in the accompanying Mayor's memorandum.

Section 4. The County Mayor or the County Mayor's designee is hereby directed to prepare the appropriate budget amendment to the County's Fiscal Year 2011-

¹ The difference between the substitute and the original item are indicated as follows: words stricken through and/or [[double bracketed]] shall be deleted words, words underscored and/or >>double arrowed<< constitute the amendment proposed.

12 budget to effectuate the foregoing and to bring such amendment back to the Board for its approval as part of the end-of-year budget amendment process.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of July, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan