

MEMORANDUM

Agenda Item No. 8(N)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing County
Mayor to execute Construction
Access Agreement between
Miami-Dade County and the
Miami-Dade County School
Board and to exercise all
provisions set forth therein

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

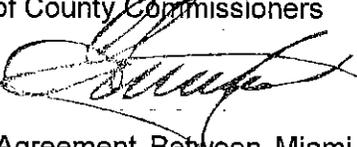
APW/lmp

Memorandum



Date: October 5, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Construction Access Agreement Between Miami-Dade County and the Miami-Dade County School Board for Improvements along SW 264 Street at the Miami MacArthur South School

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Construction Access Agreement (CAA) between Miami-Dade County (County) and the Miami-Dade County School Board (MDCSB) for the construction of improvements covering an area adjacent to a right-of-way conveyed by MDCSB to the County. The original CAA, approved by the Board on May 1, 2012 under Resolution R-379-12, expired on May 30, 2015; prior to the commencement of construction improvements for an ongoing project with overall limits along SW 264 Street from SW from US-1 to SW 137 Avenue (Project).

SCOPE

The Project lies within Commissioner Dennis C. Moss' District 9.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact would be approximately \$122.00 annually for maintenance costs associated with the conveyed right-of-way included in the Department of Transportation and Public Works (DTPW) inventory. This cost will be funded through DTPW's General Fund allocation. All other costs mentioned in the agreement, such as trees, fence relocation, and site improvements are funded by Project No. 6010440 in the Adopted Capital Budget Book for FY 2015-16.

TRACK RECORD/MONITOR

The project is assigned to Leo Salgueiro, Project Coordinator, DTPW, for the day-to-day construction responsibilities.

BACKGROUND

Under the terms of the original CAA, MDCSB granted the County temporary access to school property for purposes related to the construction of a bus drop-off/pick-up area, including the widening of the sidewalk, and tree and fence relocation.

The construction contract for the Project was approved by the Board on October 6, 2015 through Resolution R-858-15, and the Notice to Proceed was issued on November 30, 2015. Since the original CAA had expired, MDCSB required that a new agreement be approved by the County in order to perform the improvements adjacent to the school.



Alina T. Hudak
Deputy Mayor

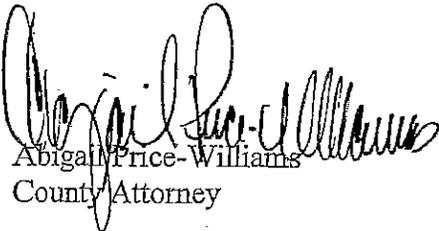


MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(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
- 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 ____, 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
Veto _____
Override _____

Agenda Item No. 8(N)(1)
10-5-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONSTRUCTION ACCESS AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY SCHOOL BOARD AND TO EXERCISE ALL PROVISIONS SET FORTH THEREIN

WHEREAS, Miami-Dade County Department of Transportation and Public Works (DTPW) is making certain road improvements along SW 264 Street, between SW 137 Avenue and US 1; and

WHEREAS, pursuant to Resolution No. R-379-12, approved by this Board on May 1, 2012, the parties hereto entered into a Construction Access Agreement with the Miami-Dade County School Board to provide the County temporary access to portions of a property owned by the School Board, adjacent to the Miami MacArthur South, located at 13990 SW 264 Street, Miami-Dade County, which agreement expired on May 30, 2015; and

WHEREAS, in order to construct such improvements, it is necessary for the County to enter into a successor Construction Access Agreement with the School Board; and

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board incorporates the foregoing recitals as if fully set forth herein; approves the Construction Access Agreement between Miami-Dade County and the Miami-Dade School Board in substantially the form attached as Exhibit "A"; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2016. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman

EXHIBIT "A"

CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20____, by and between **The School Board of Miami-Dade County, Florida**, a body corporate and politic organized under the laws of the State of Florida, hereinafter designated as "**Board**", and **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as "**County**". The Board and County are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the County will be making much needed roadway improvements to S.W. 264 Street between U.S. 1 and S.W. 137 Avenue, being funded by the People's Transportation Plan ("**Roadway Project**"); and

WHEREAS, the Board, at its meeting of May 11, 2011, Board Action #114,9147, authorized the following: (1) dedication of a portion of the Board-owned Miami MacArthur South, located at 13990 S.W. 264 Street, Miami, Florida (the "**School**") to the County for public right-of-way purposes, to facilitate the County's Roadway Project; and (2) execution of a Construction Access Agreement with the County granting the County temporary access to a portion of the School to make certain improvements within or adjacent to the School site; at the County's expense; and

WHEREAS, the improvements to be constructed by the County within or adjacent to the School site shall include, without limitation, a bus drop-off/pick-up lane within the area of the conveyance, relocation of the School's existing perimeter iron

6

picket fence, removal of trees located along the north perimeter of the School and planting of new trees at another location within the School property, and construction of a new pedestrian ramp for use by the School (collectively, the "Improvements"); and

WHEREAS, the Board conveyed a portion of the School property adjacent to S.W. 264 Street and consisting of approximately 6,900 square feet ("Conveyance Parcel") to the County on October 18, 2011, via a Right-of-Way Deed, and the definition of School, as used in this Agreement, does not include the Conveyance Parcel; and

WHEREAS, the Parties entered into that certain Construction Access Agreement, dated May 31, 2012 ("Original Agreement") to provide the County temporary access to portions of the School to construct the Improvements, which Original Agreement expired on May 30, 2015; and

WHEREAS, due to unforeseen delays in the County's Roadway Project, the County was unable to commence or complete construction of the Improvements prior to the expiration of the Original Agreement, and has requested that the Parties enter into a successor Construction Access Agreement to allow the County to construct the Improvements; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of April 13, 2016, Board Action # 118,148, approved this Agreement; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by the adoption of Resolution No. _____, at its meeting of _____, 2016, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and County agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **CONSTRUCTION ACCESS.** The Board does hereby grant to the County, its successors and assigns, the right and privilege to access portions of the School site, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter designated as the "**Construction Area**"), with full right of ingress thereto and egress therefrom, for the specific and limited purpose of constructing the Improvements, which include, without limitation, relocating the iron picket fence to the new north property line, removing the trees located along the north perimeter of the School, planting seven new trees in compliance with the Board's master specifications and design criteria on trees at a location within the School property to be determined by the Board, constructing a new bus drop-off/pick-up lane, constructing a pedestrian ramp, and other activities directly related to County Project 20040350 (hereinafter designated as the "**Work**"). All Work will be done at the County's sole cost and expense, and access shall be as previously scheduled and coordinated with the School Principal and assigned Miami-Dade County Public Schools ("**District**") Project Manager to assure that the Work does not interfere with or disrupt the operations of the School. The Parties acknowledge and agree that Exhibit "A" may be modified from time to time to modify the Construction Area, as depicted in Exhibit "A", provided such modifications are non-substantive in nature and are approved in writing by both the assigned District Project Manager, and the authorized County designee. In such event, Exhibit "A" shall

be replaced with the amended Exhibit "A", which shall become the new Exhibit "A" to this Agreement, and shall henceforth remain in effect until such time as it may be further amended.

3. **TERM.** The term of this Agreement shall commence on the date that the last of the Parties initials and/or executes the Agreement, and will terminate two (2) years thereafter, or upon completion of the Work within the Construction Area by the County, whichever occurs first. The Superintendent of Schools may, in his or her sole discretion and authority, upon receipt of a written request from the County, extend the term of this Agreement by up to six (6) additional months, under the same terms and conditions contained in this Agreement.

4. **BOARD'S RIGHTS RESERVED.** During the term of this Agreement, the Board reserves the right to use the Construction Area for any lawful purpose, provided such use will not prevent or interfere with the exercise by the County of the rights granted it under this Agreement. In addition, the Parties agree that prior to commencement of the Work, the Board may continue to use and occupy the Conveyance Parcel, at no cost to the Board.

5. **OPERATION AND MAINTENANCE OF PROPERTY.** The County and its contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and coordinate on an ongoing basis with the School Principal and assigned District Project Manager to assure the safety of students, staff, visitors, invitees and the public at all times during construction. In addition, the County and its contractors shall work closely with the School Principal and assigned District Project Manager to assure that the Work does not interfere with or disrupt the

operations of the School, including, without limitation, bus drop-off in the mornings and bus pick-up in the afternoons, and the County shall create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the interim area used by the School for bus drop-off/pick-up, until such time as construction of the new bus drop-off/pick up lane is completed by the County and made operable for the School.

Prior to the commencement of the Work, the County shall provide the Board, or its designee, with a proposed schedule for the commencement and completion of the Work. If the BOARD, or its designee, requests that the County cease any Work at the School site due to unreasonable interference or violation of any applicable rules and regulations or the District's criteria, then the County shall immediately discontinue its activities at the School site, and shall proceed only after the Board, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the County to continue.

The County and its contractors shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the School site, "**Hazardous Substances**" shall include, but not be limited to, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws. Neither the County nor its contractors may store or park vehicles within the School at any time.

6. **IMPROVEMENTS AND RESTORATION OF PROPERTY.** The County shall assure that all Work completed by it or its contractors on the School site is done in a good and workmanlike manner using contractors who are licensed, insured and fully bonded, and the County shall provide evidence of same to the Board prior to commencement of any Work on Board-owned property. All Work within the School site shall be limited to those areas designated in the plans.

The County shall require the County's Contractor to locate and/or identify any existing underground improvements or utilities within the School site that may be affected by the Work, and the County shall be responsible for any damage or injury the County causes arising out of or incidental to any portion of the Work within the School site or Construction Area. In addition, at the completion of the Work, or upon the expiration, discontinuance or abandonment of this Agreement, the County agrees that it or the County's Contractor shall restore the portions of the School site impacted or affected by the Work, and any other areas of the School used by the County or affected by the construction activities, to a condition that is safe and usable, including, but not limited to, the removal and disposal of equipment, materials and debris, and shall assure that the School site is left in as good or better condition than existed prior to commencement of the Work, all at the sole cost and expense of the County.

The County shall be responsible, at its sole cost and expense, for any environmental clean-up required by a federal, state or local agency, resulting from use of the Construction Area or School site by the County or its contractors under this Agreement.

Should the County fail to begin to restore the Construction Area to the original condition, or perform any environmental clean-up as may be required pursuant to this Agreement within thirty (30) days after receipt of written notice from the appropriate jurisdictional agency, the Board shall cause the work to be completed on behalf of the County, and the County shall reimburse the Board the full cost of such work within (30) days of receipt of an invoice from the Board. This provision shall survive the expiration, cancellation or termination of this Agreement.

7. **COMPLIANCE WITH LAWS.** The County and its contractors shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, Board Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

8. **INDEMNIFICATION AND HOLD HARMLESS.** The County shall indemnify and hold harmless the Board and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the Board 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 the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed

the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

The Board shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, which County 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 the Agreement by the Board. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Provider arising out of the same incident or occurrence, exceed the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Board.

9. **SAFETY.** The County and the County's Contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and coordinate with the School District Project Manager and the School Principal to assure the safety of students, staff, visitors, invitees and the public at all times during construction. In addition, the County and the County's Contractors shall create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the School's bus drop-off area throughout the term of this Agreement.

10. **INSURANCE.** The County shall require its contractors to maintain at all times while Work is performed on the School site, Commercial General Liability Insurance providing for a limit of not less than \$1 Million combined single limit for bodily injury and property damage. Additionally, the County's contractors shall provide evidence of Workers' Compensation Insurance in the amounts required by state law. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on the commercial general liability coverage.

11. **NOTICES.** All notices or other communications which shall or may be given by either Party pursuant to this Agreement shall be in writing and shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

To the County:

Mr. Octavio Marin, P.E.
Sr. Professional Engineer
Department of Transportation and Public Works
111 NW 1 Street Suite 1510
Email: ocm@miamidade.gov

With a copy to:

Mr. Leandro Ona, P.E.
Chief, Roadway Engineering and Right-of-Way Division
Department of Transportation and Public Works
111 NW 1 Street Suite 1510
Email: Leandro.Ona@miamidade.gov

To the Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Deputy Chief Facilities and Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day. Counsel for the Board and counsel for the County may deliver Notice on behalf of the Board and the County, respectively. Any party or other person to whom

Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

12. **DEFAULT.** The Board shall provide the County with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by the County. If the County fails to cure said default within thirty (30) days of receipt of written notice of default, or provide the Board with a written response within thirty (30) days after receiving notification, indicating the status of the County's resolution of the violations and providing for a schedule to correct all deficiencies, the Board shall have the right, at its sole option, to either:

- a) immediately terminate this Agreement by giving written notice of such termination to the County in accordance with the provisions of this Agreement; or
- b) cure the default on behalf of the County, and the County shall reimburse the Board for any and all costs incurred to cure said default within thirty (30) days of receipt of an invoice from the Board.

13. **MISCELLANEOUS.**

a. **Construction of Agreement.** This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida.

b. **Severability.** In the event any paragraph, clause or sentence of this Agreement or any amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject

Agreement, and the balance of the Agreement shall not be affected by the deletion thereof.

c. **Waiver**. No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by the Board and County. The failure of either Party to insist upon the strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

d. **Headings**. Paragraph headings are for convenient reference and are not a part of this Agreement.

e. **Legal Fees and Court Costs**. In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the expiration or early termination or cancellation of this Agreement.

f. **Authority**. The County Mayor shall be the party designated by the County, to grant or deny all modifications and approvals required by this Agreement, or to cancel and/or terminate this Agreement.

For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required by this Agreement relating to construction of the Work by the County, establishing or modifying the Construction Area, establishing safety criteria or guidelines during the Work, and scheduling of the Work.

In addition to the above, the Superintendent of Schools shall also be the party designated by the Board to grant or deny any approvals required by this Agreement, including without limitation, amending any of the exhibits to the Agreement, placing the County in default, and renewing, extending, canceling or terminating the Agreement as provided herein.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.

14. **SUBORDINATION.** This Agreement shall be deemed subordinate to any existing or future financing by the board of the School or any part thereof.

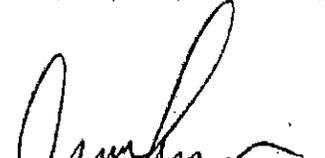
15. **FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

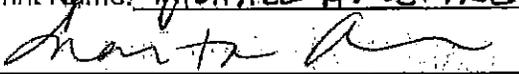
IN WITNESS WHEREOF, the Board and County have caused this Agreement to be entered into and to be effective on the date hereinabove written.

WITNESSES AS TO THE BOARD:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA


Print Name: MICHAEL A. LEVINE

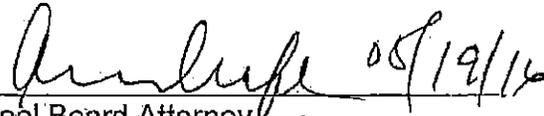
By: 
 Alberto M. Carvalho
Superintendent of Schools


Print Name: Marta C. Alvarado

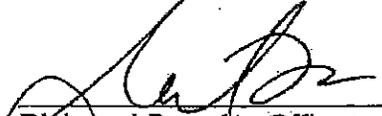
RECOMMENDED:


Jaime G. Torrens
Chief Facilities Officer
Date: 5/16/16

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY


School Board Attorney

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT REQUIREMENTS:

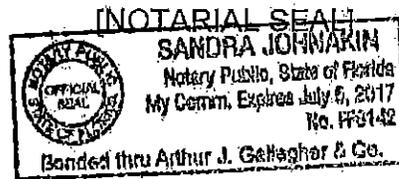

Risk and Benefits Officer
Office of Risk and Benefits Management
Date: 5/19/16

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24th day of May, 2016, by Alberto M. Carvalho, as Superintendent of Schools, who is personally known to me or produced _____ as identification.

Sandra Johnakin
Notary Public
Sandra Johnakin
Print name

Serial Number _____



WITNESSES AS TO THE COUNTY:

COUNTY:
MIAMI-DADE COUNTY

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Print Name: _____

ATTEST:

County Clerk

Date: _____

TO THE COUNTY: APPROVED AS TO
LEGAL FORM AND SUFFICIENCY:

By: _____

County Attorney

Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as Mayor, Miami-Dade County, who is personally known to me or who produced _____ as identification.

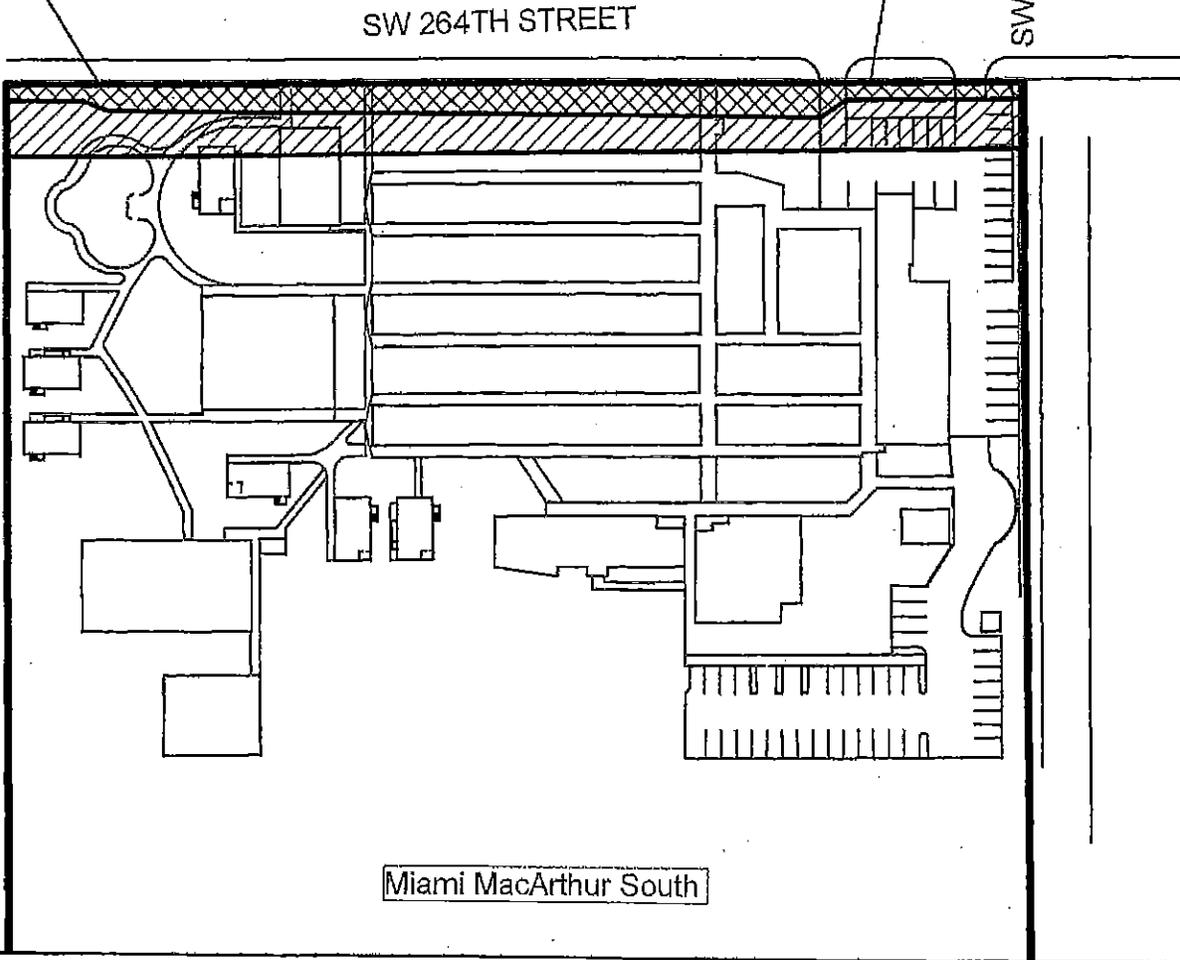
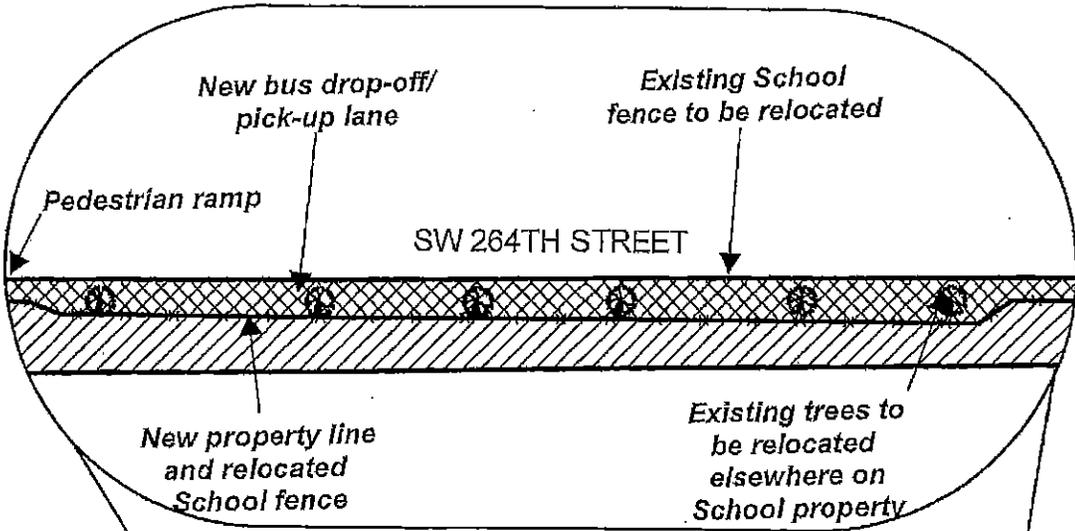
Notary Public

Serial Number

Print name

[NOTARIAL SEAL]

Exhibit "A"



Miami MacArthur South

Note: The Construction Area shall be expanded to include the area on the School property where seven new trees will be planted, as mutually agreed to by the County designee and the School Principal and District Project Manager.

Legend	
	Construction Area
	Conveyance Parcel

N

 Not to scale