MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

Board of County Commissioners

Stephen P. Clark Government Center
111 N.W. 1st Street
Miami, FL 33128

Tuesday, October 6, 2009
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting, Director
Clerk of the Board Division

Alan Eisenberg, Commission Reporter,
(305) 375-2510

Members Present: Bruno Barreiro; Jose "Pepe" Diaz; Audrey M. Edmonson; Carlos A. Gimenez; Sally A. Heyman; Barbara J. Jordan; Joe A. Martinez; Dennis C. Moss; Dorrin Rolle; Katy Sorenson; Rebeca Sosa; Javier D. Souto

Members Absent: None.

Members Late: Natacha Seijas

Members Excused: None.

Members Absent County Business: None.

1 MINUTES PREPARED BY:

Report: *Alan Eisenberg, Commission Reporter, (305) 375-2510*

1A ROLL CALL

Report: *Chairman Moss called the meeting to order at 10:01 a.m.*

1B MOMENT OF SILENCE

1C PLEDGE OF ALLEGIANCE

1D SPECIAL PRESENTATIONS

1E CITIZEN'S PRESENTATIONS (5 MINUTES MAXIMUM)

1E1

092658 **Distinguished Visitor** **Rebeca Sosa**

DISTINGUISHED VISITORS CERTIFICATES FOR DELEGATIONS FROM THE CANARY ISLANDS, SPAIN; BUSINESS/COMMERCE MISSION PRESENTED BY BILL TALBERT OF THE GREATER MIAMI VISITOR'S AND CONVENTIONS BUREAU AND FRANK NERO OF THE BEACON COUNCIL

Presented

Report: *Chairman Moss recognized Commissioner Sosa for a special presentation.*

Commissioner Sosa welcomed the Delegation from the Canary Islands, including Santa Cruz, Tenerife in Gran Cranaira. She expressed appreciation to the Greater Miami Convention and Visitors Bureau; the Beacon Council and Miami International Airport for welcoming these Delegates. Commissioner Sosa also expressed appreciation to her Chief of Staff Roly Marante, and Ms. Pura Martin who had been with the Delegates since their arrival. She noted the Delegates were seeking economic development opportunities between Miami-Dade County and their Country. Commissioner Sosa asked for comments from Mr. Bill Talbert and Mr. Frank Nero, to be followed by the presentation of Certificates of Recognition and Visitors Certificates to the Delegates.

Mr. Frank Nero, President and Chief Executive Officer, Beacon Council, said the Delegation was a diverse representation of 21 different companies and industries, including solar energy, heavy machinery, wine and distilled spirits distribution and others. He noted this was one of three Delegations that would be visiting Miami-Dade County in the immediate future. Mr. Nero said while Spain had been a targeted market for the County, the ability to have a connection with the Canary Islands would provide an additional platform to access new and diverse markets such as West Africa. He recognized the efforts of Commissioner Sosa and others in establishing the air link which facilitated the access for business, tourism and other opportunities. Mr. Nero also noted that tomorrow night (10/7), the Beacon Council would be announcing a project from Spain that would create 500 new jobs for the community, and expressed appreciation to County Commission members for their support.

Mr. Bill Talbert, President and Chief Executive Officer, Greater Miami Convention and Visitors Bureau, (GMCVB) expressed his appreciation to Commissioner Sosa for serving on the GMCVB Board and to Chairman Moss for her appointment. He noted these visitors from the Canary Islands, Spain, stayed in Miami-Dade County hotels, ate in our restaurants and visited our cultural facilities. Mr. Talbert said this was a growing and important market; creating bridges into other parts of the world; and he welcomed the Delegates with the message that Miami wants, needs, appreciates their business.

Commissioner Sosa introduced County Commission Chairman Dennis C. Moss and members of the County Commission; and Aviation Department Director Jose Abreu to Delegation members and presented them with Distinguished Visitors Certificates. Commissioner Sosa announced that direct flights between Miami and Santa Cruz were extended and additional flights throughout the world had been created.

A representative of the Delegation expressed his appreciation to the people of Miami on behalf of the entire Delegation. He said they would be returning to Miami in November and envisioned a successful relationship for many years.

1F REPORTS OF OFFICIAL BOARDS

1G MOTION TO SET THE AGENDA AND "PULL LIST"

Report: *County Attorney Robert Cuevas noted in addition to the County Manager's Memorandum entitled: "Changes for the October 6, 2009 BCC Meeting," the sponsor of Agenda Item 4I was requesting this item be withdrawn; Item 4K Substitute was being distributed; Item 6B2 was scheduled to be heard at 2:00 p.m.; Items 8K1C and 8K1D needed to be added to the Pull List for amendments; Commissioner Heyman was requesting to be listed as a co-sponsor to Items 11A1, 11A5 and 11A12; Commissioner Jordan was requesting to be listed as a co-sponsor to Item 11A17; Item 11A18 was scheduled to be heard at 10:00 a.m., and Commissioner Heyman was requesting to be listed as pulling this item; 11A20 Substitute was being distributed; Commissioner Edmonson was requesting to be listed as a co-sponsor to Item 11A21; the public hearing date for Item 15B1 (Item 4J) should reflect November 4, 2009, rather than November 3, 2009; and Items 18A1, 18A2 and 18A3 would be approved in the motion to set the agenda, unless they were added to the Pull List.*

It was moved by Commissioner Barreiro that Agenda Item 5A be deferred to November 17, 2009. This motion was seconded by Commissioner Martinez and upon being put to a vote, passed by a vote of 12-0, (Commissioner Seijas was absent).

County Attorney Cuevas also noted that Commissioner Souto was requesting that he be removed from the Pull List for Item 8A1A; and Commissioner Sosa was requesting to be added as a co-sponsor to Item 11A1.

It was moved by Commissioner Diaz that the County Manager's Memorandum entitled: "Changes for the October 6, 2009 BCC Meeting," be approved with the additional changes noted by County Attorney Cuevas and Commissioner Barreiro. This motion was seconded by Commissioner Heyman.

Chairman Moss noted ordinances on first reading would be presented followed by consideration of Item 11A18 which was scheduled for 10:00 a.m. He also noted Item 6B2 relating to the approved FY 2009-10 County Budget; and other budget related items, including Items 9A5 Substitute; 9A6 Substitute; 9A7 Substitute; 11A20 Substitute and 11A21 would be considered at 2:00 p.m.

1H OFFICE OF COMMISSION AUDITOR

1I OFFICE OF INTERGOVERNMENTAL AFFAIRS

2 MAYORAL ISSUES

2A MAYORAL VETOES

2B MAYORAL REPORTS

2B1

092730 **Report** **Mayor**

APPROVAL OF DEPARTMENTAL AGENDA ITEMS

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

2C OTHER ISSUES

2C1A

092647 **Special Presentation** **Mayor**

SPECIAL PRESENTATION TO MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT DEPARTMENT BY WASTE MANAGEMENT INC. OF FLORIDA AND SUSTAINABLE FLORIDA EXECUTIVES

Withdrawn
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

3 CONSENT ITEMS

3J1A

092474 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR TWO GRANTS TOTALING UP TO $400,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR AQUATICS ENHANCEMENT PROJECTS AT NARANJA PARK AND GOULDS PARK AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS AND FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED (Park & Recreation Department)

Adopted
Resolution R-1132-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/15/2009 *Deferred by the Board of County Commissioners*

4 ORDINANCES FOR FIRST READING

4A

092514 **Ordinance**

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS RUBY SUBDIVISION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (Public Works Department)

Adopted on first reading
Public Hearing: November 3, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Board of County Commissioners on Tuesday, November 3, 2009 at 9:30 a.m.*

4B

092537 **Ordinance**

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS UNITED STORAGE DORAL STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (Public Works Department)

Adopted on first reading
Public Hearing: November 3, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Board of County Commissioners on Tuesday, November 3, 2009 at 9:30 a.m.*

4C

091808 **Ordinance** **Barbara J. Jordan, Rebeca Sosa, Sen. Javier D. Souto**

ORDINANCE CREATING THE MIAMI-DADE COUNTY YOUTH COMMISSION AND ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF SUCH COMMISSION; PROVIDING FOR APPOINTMENT OF STUDENT REPRESENTATIVES OF MIAMI-DADE PUBLIC SCHOOLS AS MEMBERS OF SUCH COMMISSION; SETTING FORTH QUALIFICATIONS OF MEMBERS AND TERMS OF OFFICE, PROVIDING FOR ELECTION OF OFFICERS AND OTHER MATTERS; PROVIDING FOR EXCEPTION TO SECTION 2-11.38 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO REQUIREMENT THAT COUNTY BOARD MEMBERS BE ELECTORS; PROVIDING FOR COUNTY STAFF SUPPORT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: December 10, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Health, Public Safety and Intergovernmental Committee meeting on Thursday, December 10, 2009 at 2:00 p.m.*

4D

092621 **Ordinance**

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS MIRABELLA MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (Public Works Department)

Adopted on first reading
Public Hearing: November 3, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Board of County Commissioners on Tuesday, November 3, 2009 at 9:30 a.m.*

4E

092628 **Ordinance** **Jose "Pepe" Diaz, Government Operations Committee**

ORDINANCE RELATING TO AMBULANCES AND MEDICAL TRANSPORTATION VEHICLES; AMENDING SECTION 4-7 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO PROVIDE THAT RATES CHARGED BY MUNICIPAL GROUND AMBULANCE CERTIFICATE HOLDERS SHALL BE DETERMINED BY RESOLUTION ADOPTED BY CITY COMMISSION; PROVIDING THAT APPROVED RATES BECOME EFFECTIVE WHEN FILED WITH CONSUMER SERVICES DEPARTMENT WITHIN SPECIFIED TIME PERIOD; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: December 8, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Government Operations Committee meeting on Tuesday, December 8, 2009 at 9:30 a.m.*

4F

092618 **Ordinance** **Audrey M. Edmonson**

ORDINANCE RELATING TO CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE; AMENDING SECTION 2-11.1(S) TO PROVIDE THAT ANY PERSON WHO APPEARS AS A LOBBYIST ON BEHALF OF A CERTIFIED SMALL BUSINESS ENTERPRISE OR COMMUNITY SMALL BUSINESS ENTERPRISE SHALL NOT BE REQUIRED TO PAY LOBBYIST REGISTRATION FEES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: December 10, 2009
Mover: Audrey M. Edmonson
Seconder: Barbara J. Jordan
Vote: 7- 5
No: Sosa, Gimenez, Sorenson, Martinez, Diaz
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Health, Public Safety and Intergovernmental Committee meeting on Thursday, December 10, 2009 at 2:00 p.m.*

9/28/2009 *Requires Municipal Notification by the Board of County Commissioners to the Health, Public Safety & Intergovernmental Cmte*

4G

092434 **Ordinance**

ORDINANCE AMENDING SECTION 4-4 (H) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO APPLICATIONS TO INCREASE AMBULANCE VEHICLES; PROVIDING THAT MAYOR OR DESIGNEE SHALL AUTHORIZE ADDITIONAL VEHICLES TO SERVICE COUNTYWIDE EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORTATION VEHICLE SERVICE CONTRACTS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (Consumer Services Department)

Adopted on first reading
Public Hearing: November 9, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Government Operations Committee meeting on Monday, November 9, 2009 at 9:30 a.m.*

4H

092614 **Ordinance**

ORDINANCE AMENDING SECTION 2-103.15 OF THE CODE OF MIAMI-DADE COUNTY; ADDING AN EXCEPTION TO THE SIGN ORDINANCE ALLOWING FOR THE PLACEMENT OF HOMELESS TRUST DONATION METERS ON COUNTY-MAINTAINED RIGHTS-OF-WAY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (Public Works Department)

Adopted on first reading
Public Hearing: November 10, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Transit, Infrastructure and Roads Committee meeting on Tuesday, November 10, 2009 at 2:00 p.m.*

4I

092651 **Ordinance** **Barbara J. Jordan**

ORDINANCE AMENDING SECTIONS 2-207, 2-535, 2-835, 2-1090, 11A-3 AND 11A-4 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE COMMUNITY RELATIONS BOARD, THE MIAMI-DADE COUNTY HISPANIC AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY BLACK AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY ASIAN-AMERICAN ADVISORY BOARD AND THE MIAMI-DADE COUNTY COMMISSION ON HUMAN RIGHTS, RESPECTIVELY, TO PROVIDE THAT THE OFFICE OF THE CHAIRPERSON OF THE COUNTY COMMISSION, RATHER THAN THE COUNTY MAYOR AND COUNTY MANAGER, SHALL PROVIDE SUPPORT FOR SUCH ADVISORY BOARDS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Withdrawn
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

4J

092585 **Ordinance**

ORDINANCE RELATING TO MIAMI-DADE COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN; ACTING UPON CAPITAL IMPROVEMENTS ELEMENT AMENDMENT APPLICATION FILED IN APRIL 2009 CYCLE TO AMEND, MODIFY, ADD TO OR CHANGE THE COMPREHENSIVE DEVELOPMENT MASTER PLAN; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE (Department of Planning & Zoning)

Adopted on first reading
Public Hearing: November 4, 2009
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Comprehensive Development Master Plan meeting on Wednesday, November 4, 2009 at 9:30 a.m.*

4K

092659 **Ordinance** **Carlos A. Gimenez**

ORDINANCE AMENDING THE 2009-2010 PAY PLAN TO PROVIDE FOR PAY REDUCTIONS FOR EXEMPT, NON-BARGAINING UNIT EMPLOYEES

Withdrawn

Report: *(See Agenda Item 4K Substitute, Legilsative File No. 092735)*

4K Substitute

092735 **Ordinance** **Carlos A. Gimenez**

ORDINANCE AMENDING THE 2009-2010 PAY PLAN TO PROVIDE FOR PAY REDUCTIONS FOR EXEMPT, NON-BARGAINING UNIT EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092659]

The motion that this Ordinance be Adopted on first reading failed.
Mover: Carlos A. Gimenez
Seconder: Sally A. Heyman
Vote: 4- 8
No: Jordan, Rolle, Edmonson, Sosa, Sorenson, Moss, Martinez, Diaz
Absent: Seijas

5 PUBLIC HEARINGS (Scheduled for 9:30 a.m.)

5A

092251 **Resolution** **Bruno A. Barreiro,**
Barbara J. Jordan,
Jose "Pepe" Diaz,
Audrey M. Edmonson,
Carlos A. Gimenez,
Sally A. Heyman,
Joe A. Martinez,
Dennis C. Moss,
Dorrin D. Rolle,
Natacha Seijas,
Rebeca Sosa,
Katy Sorenson,
Sen. Javier D. Souto

RESOLUTION NAMING THE MIAMI-DADE TRANSIT METROMOVER MAINTENANCE FACILITY AFTER JOSEPH BRYANT

Deferred to November 17, 2009
Mover: Bruno A. Barreiro
Seconder: Joe A. Martinez
Vote: 12- 0
Absent: Seijas

Report: *Commissioner Barreiro requested the foregoing proposed resolution be deferred to November 17, 2010 during consideration of changes to today's agenda.*

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

5B

092564 **Resolution** **Jose "Pepe" Diaz**

RESOLUTION CO-DESIGNATING NW 58TH STREET AT THE INTERSECTION OF NW 79TH AVENUE AS ''ANDRES L. VARAS STREET''

Adopted
Resolution R-1133-09
Mover: Jose "Pepe" Diaz
Seconder: Joe A. Martinez
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5C

092339 **Resolution**

RESOLUTION GRANTING PETITION TO CLOSE NW 112 AVENUE, FROM NW 170 STREET NORTH FOR APPROXIMATELY 1260 FEET (ROAD CLOSING PETITION NO. P-867) (Public Works Department)

Adopted
Resolution R-1134-09
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 11- 1
No: Gimenez
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution.

Mr. Javier Avino, Greenberg Traurig, P.A., 1221 Brickell Avenue, noted he was available to address any questions that might arise on behalf of the applicant.

After hearing no other persons wishing to appear before the Commission, Chairman Moss closed the public hearing.

Mr. Luis Lacau, Engineer, Public Works Department, Right of Way Division, responded to Commissioner Gimenez' inquiry that the road closure encompassed approximately 1.019 acres. He further responded that all adjacent properties were slated for rock mining and appraised values were based on square footage as determined by the Property Appraiser.

Commissioner Gimenez noted that $30,000 per acre appeared to be low. He inquired whether rock mining usage was considered when determining the property's appraised value.

Mr. Lacau responded the right-of-way was not appraised when evaluating road closings; therefore adjacent property values were utilized. He noted the Administrative Order which established fees for road closings was based upon 10-percent of property assessed value rather than the full value.

Assistant County Manager Ysela Llort informed Commissioner Gimenez that the land was a long narrow stretch and there were concerns when a parcel had alternative usage. She noted that according to the County Attorney's office, no other remedy other than the ten-percent of property assessed value approach was appropriate.

Assistant County Attorney Thomas Goldstein responded to Commissioner Gimenez' request for information regarding whether changes could be made to the County Code. He responded that an Administrative Order addressed the calculation of charges for road closure petitions.

Mr. Lacau clarified that the charge would be approximately $3,000 based upon a $30,000 valuation plus an $800 processing fee.

In response to Commissioner Gimenez' inquiry pertaining land ownership, Assistant County Attorney Goldstein said the land would belong to the party who was paying the fee.

Commissioner Gimenez said he could not support this item, noting the property's selling price was insufficient considering mineral rights. He asked to meet with the County Attorney to discuss selling Miami-Dade County assets at more favorable prices.

There being no further questions or comments, the Commission proceeded to vote.

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

5D

092597 **Resolution** **Joe A. Martinez**

RESOLUTION CO-DESIGNATING SW 147TH AVENUE FROM SW 72ND STREET/SUNSET DRIVE TO SW 88TH STREET/KENDALL DRIVE AS "LIONS CLUBS AVENUE"

Adopted
Resolution R-1135-09
Mover: Joe A. Martinez
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5E

092603 **Resolution** **Joe A. Martinez**

RESOLUTION CO-DESIGNATING SW 147TH AVENUE FROM SW 104TH STREET TO SW 118TH STREET AS "SERGEANT MARCEL J. PALAU AVENUE"

Adopted
Resolution R-1136-09
Mover: Joe A. Martinez
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5F

092599 **Resolution** **Katy Sorenson**

RESOLUTION CO-DESIGNATING SW 152ND STREET FROM OLD CUTLER ROAD TO SW 67TH AVENUE AS "WARRIOR WAY"

Adopted
Resolution R-1137-09
Mover: Katy Sorenson
Seconder: Dorrin D. Rolle
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5G

092619 **Resolution** **Jose "Pepe" Diaz**

RESOLUTION CO-DESIGNATING SW 6TH STREET FROM SW 127TH AVENUE TO SW 128TH AVENUE AS "FATHER JUAN MANUEL DORTA DUQUE STREET"

Adopted
Resolution R-1138-09
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Sorenson, Martinez, Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5H

092538 **Resolution**

RESOLUTION APPROVING THE WAIVER OF PLAT OF STUART T. AND SUSAN B. GORDON, D-23047, LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 54 SOUTH, RANGE 41 EAST (BOUNDED ON THE NORTH BY APPROXIMATELY SW 78 STREET, ON THE EAST BY SW 48 COURT, ON THE SOUTH BY APPROXIMATELY SW 80 STREET, AND ON THE WEST BY APPROXIMATELY SW 48 PLACE) (Public Works Department)

Adopted
Resolution R-1139-09
Mover: Carlos A. Gimenez
Seconder: Joe A. Martinez
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

5I

092545 **Resolution**

RESOLUTION APPROVING THE PLAT OF LOS ROBLES ESTATES, LOCATED IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 55 SOUTH, RANGE 40 EAST (BOUNDED ON THE NORTH BY APPROXIMATELY SW 108 STREET, ON THE EAST BY SW 83 AVENUE, ON THE SOUTH BY APPROXIMATELY SW 110 STREET, AND ON THE WEST BY SW 83 COURT) (Public Works Department)

Adopted
Resolution R-1140-09
Mover: Carlos A. Gimenez
Seconder: Joe A. Martinez
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Chairman Moss opened the public hearing and called for persons wishing to appear before the Commission in connection with this proposed resolution. After hearing no one, he closed the public hearing.

There being no questions or comments, the Commission proceeded to vote.

6A CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

6B POLICY MATTERS FOR DISCUSSION BY THE BOARD

6B1

092351 **Discussion Item** **Bruno A. Barreiro**

MIAMI-DADE PUBLIC HOUSING AGENCY OFFICE LOCATIONS *Presented*

Report: *Commissioner Barreiro noted the Miami-Dade Public Housing Agency (Agency) Office location needed to be easily accessible to County residents and in proximity of major transit corridors, particularly along the Metrorail transit line. He also noted that all Agency divisions needed to operate from a single location in order to promote more efficient operations.*

Commissioner Jordan concurred with Commissioner Barreiro regarding the Agency office location. She noted their current executive suite office near Miami International Airport both distanced residents from Administration and created an elitist atmosphere. Commissioner Jordan said this location was inaccessible to individuals requiring housing assistance with the nearest bus service approximately one mile away. She noted this was demeaning to the population being served.

Ms. Cynthia Curry, Senior Advisor to the County Manager, responded to Chairman Moss' inquiry whether any additional space existed in the Overtown Center. She noted progress toward identifying a facility to accommodate the entire Agency's administrative functions. Ms. Curry said that all housing operations were in Overtown 1 with the exception of the Applicant Leasing Center at Doral. She noted the Applicant Leasing Center was not relocated to Overtown 1 due to familiarity with the existing location and parking cost concerns. Ms. Curry said Quadell independently managed the Section 8 Program and evaluated a variety of sites throughout the County before selecting this location. She noted Housing Agency management and administrative operations had been consolidated as much as possible pursuant to the Memorandum of Understanding with the United States Department of Housing and Urban Development (HUD). Ms. Curry said that site managers were located at the development sites which they managed.

Chairman Moss expressed the need to consolidate Housing Agency operations into the Overtown Center. He further noted concern that the current Section 8 office location could create other unintended consequences relating to community residents' ability to access program resources.

Ms. Curry noted Chairman Moss' concern was taken seriously. She also noted less frequent visits to the program office since many issues were now being addressed over the telephone with case managers. Ms. Curry said that Quadell had recently entered into their current lease agreement; therefore, a relocation would not occur anytime soon. She noted the Applicant Leasing Center was being evaluated for future transition to the Overtown Center.

Commissioner Barreiro noted public housing and vouchers were primary functions of the Housing program. He said that waiting lists and applications should be facilitated on-site rather than at a centralized location. Commissioner Barreiro reiterated the goal for Applicant Leasing to be located under the same roof as the other housing divisions.

Ms. Curry responded that the consolidation was anticipated as a part of the transition; however, it could not be accommodated immediately.

Commissioner Barreiro said that the Agency was now paying rent to GSA for occupying Overtown Center facilities which resulted in a reduced quantity of vouchers for distribution.

County Manager George Burgess noted the goal of co-locating all housing related administrative functions. He said the property at NW 7th Avenue was under-utilized and the Housing Agency needed to focus efforts on maximizing

opportunities for this land. Mr. Burgess noted this could be accomplished either through additional housing or another potential development that would reinvest money into the Agency.

Commissioner Barreiro noted the Housing Agency needed to be consolidated into a single site and preferably through an allocation which would not incur significant costs.

Commissioner Jordan concurred with County Manager Burgess that a long-term plan was needed to ensure resources for future development remain within the Housing Agency due to the site's proximity to the Miami Marlins stadium.

Ms. Curry noted discussions with HUD pertinent to Commissioner Jordan's concerns. She further noted that Housing Agency program requirements would apply to the subject property.

Commissioner Jordan noted that the recertification process needed to be conducted at the Housing office and not by telephone. She expressed concern about the program office location in relation to its accessibility. Commissioner Jordan noted that Quadell was very insensitive to the client population when selecting their office location. She suggested reviewing the lease to determine whether it included an opt-out clause.

Ms. Curry said that Commissioners Jordan and Barreiro's concerns were well noted and potential opportunities would be addressed, particularly as related to the Applicant Leasing Center.

Mr. Gregg Fortner, Director, Public Housing Agency, concurred with Commissioner Jordan relating to HUD's tedious disposition process. He noted the Housing Agency's resources needed to be maximized while resident anxiety needed to be minimized. Mr. Fortner said the Section 8 Program was constantly changing and Quadell's activities were monitored monthly to ensure service excellence. He noted that necessary changes would be immediately implemented.

Commissioner Edmonson noted she had previously advised Quadell that their selected location was not conducive to the community. She concurred with Commissioner Jordan that Quadell was not familiar with and was insensitive to the County. Commissioner Edmonson asked the Agency to consider relocating their office to a better location. She noted that the lease was executed despite Quadell's understanding of several commissioners' positions.

Chairman Moss reiterated the Commission's sentiment pertinent to the location of offices and the return of resources to the Housing Agency.

County Manager Burgess responded that HUD required the return of resources and the County would not contemplate another option.

9/1/2009 Deferred by the Board of County Commissioners

9/15/2009 Deferred by the Board of County Commissioners

6B2

092684 **Discussion Item** **Dennis C. Moss**

REVIEW THE APPROVED FY 2009-10 COUNTY BUDGET AND THE REMAINING OUTSTANDING BUDGET ISSUES

Carried over to October 8, 2009

Report: *Chairman Moss noted the order of this afternoon's proceedings, beginning with Administration's review of the actions and implications of the adopted budget process. He said that additional unfinished budget items would then be addressed including Community Based Organizations, and Mom and Pop Grants; Union Contracts; and resolutions relating to the Office of Community Advocacy and the Independent Review Panel.*

Chairman Moss welcomed County Mayor Carlos Alvarez.

Chairman Moss asked County Manager George Burgess to provide an overview of decisions adopted at the Budget Hearing and then to address Union Contracts.

County Manager Burgess noted that on September 18, 2009, the Board of County Commissioners approved a series of amendments to the proposed budget which were outlined in a memorandum dated September 17, 2009 and distributed at the Budget Hearing. He noted pursuant to a request from the County Commission, additional reductions of approximately $5.76 million across a variety of departments were made. Mr. Burgess said that the Miami-Dade Police Department reduction generated savings which restored funding for youth oriented programs including the Police Athletic League and DARE; and the elimination of employee flexible and premium benefits were two compensation related items used to generate additional savings to restore other services. He noted a one-time adjustment reduced employer health insurance trust fund contributions for a $20 million savings. Mr. Burgess also noted other reductions generated approximately $8 million savings to travel, publications, memberships, legal and other advertising, management consulting, lobbyist allocations, outside legal services, new employee physicals, and more. He said reductions to and deferral of capital projects spending generated $9 – 10 million.

County Manager Burgess said 70 percent of cultural programs were funded utilizing Library District funding and $600,000 through the General Fund. He noted elderly services, veteran services and disabled programs were restored 100 percent along with significant restorations to Neighborhood Service Centers to ensure continuation of senior citizen programs in those centers. Mr. Burgess said reductions were made that would restore partial Head Start program funding in the amount of $3.7 million, and Community Based Organizations funding was restored to the 70 percent level. He also noted funding restoration for the Cooperative Extension Program, including 4H; two anti-venom positions; $7.8 million toward service restoration in the County Parks Department for programs including African Heritage Cultural Center, Deering Estates, After School Programs, pool programs and partial grounds maintenance. Mr. Burgess said the Emergency Contingency Reserve was reduced from $80 million to $17 million although it was proposed to remain between $35 – 40 million. He noted based on concerns regarding this funding level, $17 million was restored to the Emergency Contingency Reserve through a 1.5 percent administrative reimbursement surcharge for one year only, to build back the reserve to approximately $35 million.

Commissioner Diaz noted it was his understanding that four-positions had been agreed upon in the anti-venom unit, whereas County Manager Burgess indicated two-positions.

County Manager Burgess clarified that a total of four positions existed which included the two additional positions noted.

Commissioner Sorenson noted the $106 million budget deficit must be closed through either salary reductions or additional employee layoffs. She said the longer the County Commission delayed in making a decision, the larger the deficit would become. Commissioner Sorenson noted the vote by five commissioners in September for rollback was the responsible action to protect employees; however, the majority of the commissioners did not agree. She said that strategies needed to be addressed to resolve this issue so that employees do not receive drastic future payroll reductions.

In response to Commissioner Sorenson's inquiries, County Manager Burgess responded that the five-percent pay cut, and benefits including premium pay, longevity, flex benefit and merit pay represented approximately $8 million per pay period.

Commissioner Sorenson said that critical decisions were necessary to expeditiously reduce the deficit to prevent an increasing number of employee layoffs.

County Mayor Carlos Alvarez noted the deficit was approximately $200 million when considering both salaries and benefits.

Responding to Commissioner Martinez' inquiry whether proprietary departments had sufficient budgeted funds to cover the proposed five-percent reduction, County Manager Burgess said that these departments had funding for the five-percent but not for the flex benefits and premium pay reductions.

Commissioner Martinez noted longevity and freezing of future merit increases should be implemented immediately and inquired whether a decision was needed today (10/6) for Administration to proceed.

Mayor Alvarez responded that merit pay, longevity benefits and bonuses were frozen for all exempt employees not covered by a collective bargaining unit effective October 1, 2009. He said this action could not be implemented for unionized employees until a decision was made by the County Commission.

Commissioner Martinez noted the vote was 13-0 at the preliminary hearings and Executive Sessions supporting these reductions to balance the budget. He suggested that the County Commission vote on this reduction.

Mayor Alvarez responded that a legal opinion was necessary since all recommended benefit reductions were part of collective bargaining.

Assistant County Attorney Lee Kraftchick advised that all benefit reduction decisions would need to be resolved through the collective bargaining impasse process. He said that the ultimate final decision would be made by the County Commission.

Commissioner Martinez noted the Federal Government had not authorized cost of living increases for the current year. He further noted any decision made would affect only future earnings.

Commissioner Seijas requested information about which Centers were not restored.

Budget Director Jennifer Glazer-Moon responded the Neighborhood Service Centers were restored in order to provide elderly meals and other elderly services; although some programming remained unfunded.

In response to Commissioner Seijas' inquiry about departmental contributions to the Emergency Contingency Reserve, County Manager Burgess responded an additional 1.5 percent was being requested over-and-above the normal administrative reimbursement which non-general fund departments paid for overhead services. He noted that the 1.5 percent would generate $17 million additional reserves, bringing the balance up to $35 million.

Commissioner Seijas requested that Chairman Moss allow her to present a motion recommending changes to the Government Information Center when appropriate.

Commissioner Sosa noted her understanding based upon a memorandum from the County Manger and guidance from the County Attorney's office that discussions pertaining to longevity, merit, cost of living and flex benefits were completed and a vote was made on $106 million for salary reductions. She further noted her vote for salary reductions was based upon the understanding that the only pending item for the Commission was a decision on specific methods to achieve these reductions.

Mayor Alvarez said that all benefits were part of the collective bargaining process and the County Commission had never voted upon benefits reductions.

Commissioner Sosa noted the previously voted upon amendment (County Manager's memorandum) indicated that the balanced budget to be approved was really never a balanced budget. She said the deficit was larger than $106 million by not including benefits.

Mayor Alvarez noted a balanced budget was adopted by the County Commission. He said part of the budget included items required by collective bargaining, and that all nine collective bargaining units still needed to present their individual case to the Commission prior to any vote. Mayor Alvarez noted that these decisions needed to be made sooner rather than later to minimize the overall impact.

Commissioner Sosa said the County Commission needed to be fair to all employees and noted concern for employees should the Commission and unions not agree upon acceptable terms.

Mayor Alvarez said that three of the six collective bargaining units were present today to make presentations before the County Commission.

Commissioner Sosa suggested specific benefits be identified and voted upon individually so that the County Commission's direction would be known to the unions so that decisions on other community funding issues could proceed.

Chairman Moss noted it was his understanding that the County Commission had already voted upon all benefit items. He said that although a balanced budget was adopted, a final vote on benefits could not be taken until the impasse process was completed. Chairman Moss noted the two choices were to either further reduce the number of employees or further reduce salaries.

Commissioner Sorenson noted the three impasse issues before the County Commission should be resolved today to avoid further layoffs or salary reductions.

Commissioner Jordan noted concern that any action taken today would only

apply to the 12 percent of County employees who were not covered by collective bargaining. She requested the Commission Auditor explain the effect of a five-percent reduction on an employee earning $50,000 annually should a decision not be made until January.

Commission Auditor Charles Anderson responded that the salary reduction would increase to 6.8 percent of an employee's salary if a decision was delayed until January 2010.

Commissioner Jordan noted the longer it takes to make a decision, the more impact salary reductions would have on employees who rely on fixed incomes to meet their obligations.

In response to Commissioner Jordan's inquiry whether the County Commission could expedite the impasse process, Assistant County Attorney Kraftchick responded that there would be only limited control. He noted the declaration of impasse was complete; the setting of hearings was being pursued and some hearings had been set; however the dates were dependent upon all parties' schedules including that of the Special Magistrate. Assistant County Attorney Kraftchick said the hearing dates were being set for November; a decision would not be rendered until December; and the County Commission would then need to make the final decision. He noted the three unions appearing before the Commission today (10/6), pursuant to Statute, had chosen not to be represented though the Special Magistrate process and it was the obligation of the Commission to listen to their concerns; to consider their points regarding impasse resolution; to consider management's point of view and to make a decision based upon this information. Assistant County Attorney Kraftchick said that since impasse for the other unions had not occurred, the County Commission could make a decision whether to consider the recommendations of the three unions present today (10/6) or to defer this discussion until a later date.

County Attorney Robert Cuevas advised that the County Commission could include in the impasse process the ability to prospectively adjust today's (10/6) decisions for the three unions appearing before the County Commission. He noted the decision made today (10/6) could include a provision "no better, no worse" (me too clause), than what would occur with the remaining unions.

Commissioner Seijas noted that she did not believe that the unions had requested a continuance to be heard today (10/6). She said that the intent of the motion which she previously proffered was for dialogue between all parties and a mutually agreed upon date to be determined.

Commissioner Jordan requested that County Manager Burgess respond to Commissioner Seijas' concern.

County Manger Burgess noted meetings were held with all three AFSCME units as well as with other bargaining units. He said Administration scheduled today's (10/6) hearing because time equated to dollars. Mr. Burgess indicated that at least two of the three bargaining units were to request consideration at the next County Commission meeting (October 20, 2010). He said it was important to proceed with this decision expeditiously.

Commissioner Seijas said this action violated the intent of her motion. She noted the motion granted a continuance and a mutually agreed upon date would be determined by the union and Administration. Commissioner Seijas

said it would be the unions' choice whether to be considered today (10/6); otherwise, it would be violating the intent of the motion.

Ms. Julie Edwards, Executive Director, Miami-Dade Community Action Agency, responded to Commissioner Jordan's inquiry related to the voluntary pre-kindergarten (VPK) registrations. She noted approximately 352 children were currently enrolled in the Head Start Program.

Ms. Belkis Torres, Head Start Program Director, noted approximately 1,059 additional children had been identified that would be eligible for VPK. She said that a schedule was developed where the Department of Human Services would be conducting outreach enrollment services each Friday in October.

Ms. Edwards noted a first quarter timeline for Departmental initiatives to realize revenues needed to support program efforts would be provided. She also noted VPK program hours were consistent with the Head Start day until 4:00 p.m. and additional extended hours until 6:00 p.m. would be addressed to ensure program compliance.

Commissioner Jordan noted that although the VPK program was already exceeding program requirements, she suggested that extending the program's working hours would benefit working parents. Commissioner Jordan asked that Head Start consider the feasibility of extending service hours and the County Manager ensure that a concentrated effort was made to resolve and complete the enrollment period for VPK by the end of October 2009.

County Manger Burgess reassured Commissioner Jordan that he would proceed as requested while simultaneously ensuring that the County adhered to all program rules and not in violation of any of them without exception.

Commissioner Jordan noted, for the record, that she was hopeful the County Manager was not implying that she was asking Administration to violate any VPK program requirements.

Ms. Edwards said the Department was committed to finalizing VPK registration by the end of October in order to maximize revenue potential. She noted the number of additional registrations was needed to provide a better understanding whether Head Start program funding would support current operations or required modified hours.

Commissioner Sorenson suggested a process to consider salaries and union contract issues and to then deal with community based organizations and other concerns later.

Commissioner Jordan agreed that it would be helpful to consider each issue separately. She said it was her understanding that each commissioner was being asked to respond on restorations noted by the County Manager and her comments about VPK had an impact upon the potential number of employee layoffs being considered.

Chairman Moss noted that union contracts would be addressed following the conclusion of the ongoing general discussion. He asked the County Attorney to discuss proper procedures which must be adhered to during the impasse period.

Assistant County Attorney Kraftchick clarified impasse rules. He noted an insulated period existed once impasse went to the Special Magistrate and a

decision was rendered or a waiver of the Special Magistrate occurred. Assistant County Attorney Kraftchick said that during this period, in order to protect the decision maker from bias, neither the union at impasse or Administration could communicate with County Commission members about impasse issues. He said that Administration and unions could communicate with each other but neither Administration nor unions may communicate with County Commission members. Assistant County Attorney Kraftchick noted the County Commission was currently in an insulated period which began at the point of the waiver of Special Magistrate and would be in effect until impasse was resolved.

Commissioner Gimenez noted a five-percent salary reduction for all employees in the original budget recommended by the County Mayor which was already voted upon by the County Commission. He further noted the September 17, 2009 Change Memorandum incorporated flex benefits and premium pay reductions totaling $68 million.

Mayor Alvarez responded to Commissioner Gimenez' inquiry regarding the potential for an unbalanced budget by not voting on $174 million in reductions ($106 million in salary reductions and $68 million in other benefit reductions). He said the budget could be balanced without these adjustments; however, there would be other severe reductions resulting in a severe impact on the workforce.

In response to Commissioner Gimenez' inquiry, Mayor Alvarez noted that non-bargaining employees received flexible benefits which had not been suspended.

County Manager Burgess noted three employment classifications existed: unionized employees; civil service employees not covered by unions; and exempt employees. He said the objective was to be consistent across all classifications.

Mayor Alvarez said the intent was to freeze merit, longevity and bonuses unilaterally.

Responding to Commissioner Gimenez' inquiry regarding the rationale behind the County Mayor not imposing the elimination of flexible pay on exempt employees, Assistant County Attorney Kraftchick advised that a provision was added at a previous County Commission meeting stating that no revision would be made to the Pay Plan until resolution was reached with respect to a majority of the unions. He said this meant that non-bargaining unit employees would not be affected until bargaining unit employees were affected. Mr. Kraftchick noted a discussion with the County Manager that the County Commission's intent was not to implement adjustments until collective bargaining issues were resolved.

Commissioner Gimenez inquired about the method utilized by the County Mayor to freeze salaries, bonuses and longevity pay for non-bargaining unit employees.

Assistant County Attorney Kraftchick responded the County Mayor always has control over salaries of exempt employees and it was within his authority to determine salaries and to freeze benefits. He noted flexible benefits were incorporated directly into the Pay Plan and would be more difficult to remove. Assistant County Attorney Kraftchick said that if it was the intent of the County Commission to remove flexible benefits from the Pay Plan, the

method for removing these benefits was not clarified in the Plan. He noted the general discretion of the County Manager to set salaries of exempt non-bargaining unit employees was not removed from the Plan item.

Regarding Commissioner Gimenez' question whether the County Manager had discretion over flexible pay, Assistant County Attorney Kraftchick said that flexible pay was included in the Pay Plan and was within the County Manager's discretion to set the salaries of exempt employees. He further responded that longevity pay was also included in the Pay Plan and the amount was determined by an employee's base salary.

Commissioner Gimenez inquired whether the County Manager intended for flexible benefits, premium pay supplement elimination and the five-percent salary reductions be for a one-year period or whether a new base would be established.

County Manager Burgess responded the elimination of these benefits and salary reductions would establish a new base.

Commissioner Gimenez asked County Manager Burgess for a performance update on the Self Insurance Trust Fund Self-Funded Health Benefit Plan and whether any increases in the fund were anticipated.

County Manager Burgess responded the rate per employee was $8,000 in FY 2009/10 and would be $7,600 in FY 2010/11. He noted the reserve was approximately $80 million; however there was approximately $300 million in outstanding claims activity. Mr. Burgess said he was comfortable with the next year's projected reserve level; however, was not supportive of any further reductions.

Referring to the Plan, Commissioner Gimenez asked County Manager Burgess to provide the Government Operations Committee with a report outlining the figures for last fiscal year in terms of income plus costs. He pointed out there was a discrepancy in the number of employees currently being covered versus the projected employees to be covered.

Chairman Moss noted a ten-percent reduction to the County Executive, County Attorney and Board of County Commissioners' office budgets and reminded commissioners to govern themselves accordingly. He said that carry-over funds would remain in commissioners' budgets.

Commissioner Jordan pointed out that commissioners' budgets were reduced in excess of ten-percent based upon the $100,000 allocation elimination for personnel through the County Services Reserve. She noted that this issue needed to be addressed today (10/6).

Commissioner Sosa said County Commissioners must set an example and the ten-percent reduction should be the same across all departments. She noted the $100,000 adjustment was needed. Commissioner Sosa questioned the method which would be used to determine the Board of County Commissioners' allocations.

Chairman Moss responded that allocations for each commissioner's office would result in a ten-percent budget reduction. He said union concessions were included in the adopted budget and a mutually beneficial plan needed to be developed between Administration and the unions for the County Commission's approval. Chairman Moss noted the options were to either

reduce employee salaries or additional layoffs would be necessary.

Concerning the water rate increase, Chairman Moss recognized elected officials wishing to speak on this issue.

Mayor Julio Robaina, City of Hialeah, requested clarification on the County Commission's intent pertaining to the water usage rate structure between wholesale and retail customers. He noted that according to the County Manager's memorandum dated September 17, 2009, a distinction existed between wholesale and retail rates. Mayor Robaina said he was not certain whether this distinction was clear and understood by Commission members. He requested that wholesale customers be treated the same as retail customers and receive a six-percent rate increase both in October 2009 and April 2010. Mayor Robaina also noted the wholesale agreement included a true-up clause which required payment of the actual water cost should a difference be determined later.

Mayor Joseph Kelley, City of Opa-locka, concurred with Mayor Robaina and requested a similar equity arrangement.

Mayor Kenneth Weinstein, Town of Bay Harbor Islands, noted this was his third conversation relating to rate structure. He requested revisiting the issue and wholesale customers be provided relief similar to retail customers. Mayor Weinstein noted many cities, including the Town of Bay Harbor Islands had already passed ordinances increasing rates. He said based upon the Commission's decision to lower wholesale rates, Bay Harbor Islands would pass this savings to its residents.

Vice-Mayor Deede Weithorn, City of Miami Beach, noted she represented both the City of Miami Beach and the Miami-Dade County League of Cities' Budget Committee. She asked that wholesale customers be treated equally; noting residents of municipalities were facing similar financial issues to those of unincorporated Miami-Dade County. Vice-Mayor Weithorn noted the Miami Beach ordinance was written in a manner which piggybacked the County increase.

Chairman Moss expressed appreciation to these elected officials for their participation and said their requests would be taken into consideration.

Commissioner Sosa noted the impact of wholesale price rate increases to County residents needed to be evaluated.

Commissioner Rolle requested the Water and Sewer Department Director explain the effect of the previous decision made by the County Commission and its affect upon municipalities.

Mr. John Renfrow, Director, Miami-Dade Water and Sewer Department, advised the County Commission that all municipalities were not wholesale customers and some municipalities such as the City of Miami, Miami Gardens and Doral were retail customers. He noted different structures between retail and wholesale customers. Mr. Renfrow said that workshops were conducted throughout the year to explain rate structures to wholesale customers. He noted a true-up contract with wholesale customers which calculated actual water usage at the end of the year and adjusted the billing accordingly. Mr. Renfrow said that a Rate Stabilization Fund was utilized for retail customers which balanced the account through contributions to a savings account, and the cities were subsidizing wholesalers through use of the Fund. Although this

method was determined legal by the County Attorney, Mr. Renfrow noted he did not believe it was in the spirit of the bond ordinance and could present a negative effect to the County's bond ratings. Mr. Renfrow suggested that the current method remain as-is.

Commissioner Sorenson requested clarification on the method utilized to determine whether a customer was wholesale or retail.

Mr. Renfrow responded the wholesaler received water from the County with a water meter registering its water usage and then sold water to its residents at a rate determined by that municipality. He noted the County distributed water directly to residents via the retail distribution method.

Commissioner Sorenson summarized her understanding that wholesale customers could adjust prices and receive a profit if desired. She noted that wholesale customers paid a fixed price for a predetermined amount of water and adjustments would be made later based upon actual usage.

Mayor Robaina clarified that the City of Hialeah maintained and operated its own water system; and therefore did not have the choice to become a retail customer. He noted Miami-Dade County provided water pursuant to a 20 year agreement under a wholesale rate structure since the County did not incur costs for system maintenance. Mayor Robaina noted the City of Hialeah was due $380,000 reimbursement from the County as a result of the current true-up adjustment. He said that although a system was in place, it was unfair to treat municipalities differently.

Commissioner Gimenez requested clarification on the specific request being made.

Mayor Robaina responded that the original budget included a 14.6 percent increase to wholesale customers. He said the request was to charge wholesale customers the two, six-percent increases consistent with increases offered to retail customers.

Commissioner Gimenez noted a decrease from 18 percent to 12 percent charged to retail customers and inquired about the rationale behind not reducing wholesale rates accordingly.

Mr. Renfrow responded the reductions to wholesale rates would lead to a depletion of reserves and would also affect bond ratings.

County Manager Burgess indicated that the retail rate was lowered by accessing the General Reserve and the Rate Stabilization Fund. He noted the wholesale customer did not contribute to either of these accounts. Mr. Burgess said that retail customers solely contributed to these accounts and were subsidizing wholesale customers.

Commissioner Gimenez noted wholesale customers were dipping into retail funds to stabilize their rates. He further noted that wholesale customers were charged the actual costs necessary to produce water and no profit was earned. Commissioner Gimenez clarified the rate passed on to wholesale customers was the production costs.

Mayor Robaina said a rate study had been attempted over the past three years to determine costs included in determining the rate. He noted County overhead and administration costs were included in the wholesale rates

charged. Mayor Robaina noted there would never be a loss to the County since reimbursement was required for any shortfall. He said Hialeah currently paid for water at the rate of $1.3636 per 1,000 gallons and assumed all losses once the water passed through the City's meter.

Mr. Renfrow noted the price per gallon was based upon costs to the County and then allocated according to consumption.

In response to Commissioner Martinez' inquiry regarding the price per gallon Hialeah charged its customers, Mayor Robaina noted Hialeah charged $2.50 per 1,000 gallons since 1992 and this pricing included costs associated with system and pump maintenance.

Mr. Renfrow reminded commissioners that adopting a retail price structure would deplete reserves and impact operating costs and service levels.

Commissioner Gimenez noted that all customers should be treated similarly; however, not at the expense of retail customers.

Commissioner Gimenez asked Mr. Renfrow to meet with Mayor Robaina to determine the true wholesale cost per 1,000 gallons of water consumption by the City of Hialeah.

Commissioner Seijas inquired whether Mayor Robaina's concern was related to the retail rate increases becoming effective in October 2009 and April 2010.

Mayor Robaina responded that the concern was both related to the timing of increases as noted by Commissioner Seijas as well as the amount of these increases. He noted that wholesale customers would receive a 14 percent increase, whereas retail customers would only receive a 12 percent increase.

Commissioner Seijas suggested that the two-percent difference between wholesale and retail rates could be negotiated.

It was moved by Commissioner Seijas that the County Commission implement rate increases for municipalities with their own water systems in October 2009 and April 2010. This motion was seconded by Commissioner Sosa.

Mr. Renfrow addressed a series of questions asked by Commissioner Diaz. He responded that the six-percent retail customers' increase was effective October 1st and the increase for the City of Hialeah was 14.67 percent. Mr. Renfrow noted alternative rate structures were in effect based upon contracts with other municipalities. He reiterated that wholesale customers paid lower rates than retail customers based upon contractual formulas.

Commissioner Diaz noted the municipalities' costs to maintain water system infrastructures were over and above the cost to obtain the water. He said that after including maintenance costs, the cost of water could then be equal to or lower than the amount paid by Miami-Dade County retail customers. Commissioner Diaz noted all residents needed to be treated equally.

In response to Commissioner Diaz, Mr. Renfrow explained that wholesale customers did not contribute to the reserve account. He said that a true-up strategy was implemented to balance annual wholesale customer water usage. Mr. Renfrow noted wholesale customers who did not use their entire allocation would receive a credit and customers who exceeded their allocation would pay for additional usage. He said that a portion of retail

customers' payments were allocated to a reserve account, the Rate Stabilization Fund that would be used to balance annual retail customer water usage. Mr. Renfrow explained that existing wholesale customer contracts would require modification should any change occur to the rate or reserve structure.

Ms. Mary Ann Edmonds, Public Resources Advisory Group, Financial Advisor to the County Enterprise Funds, responded to Commissioner Diaz' inquiry pertaining to the effect of reserve funds as they related to project bonding requirements. She noted the County had an A1 rating from Moody's; an A+ from Standard & Poor's; and an A+ from Fitch. Ms. Edmonds said that each agency indicated that the system currently had stable ratings. She noted that Miami-Dade County's reserves contributed to the positive rating. Ms. Edmonds referenced three separate reserve accounts maintained in the County Operating Funds, including: $60 million in an operating and maintenance reserve which must fund two months operating expenses as required by the bond ordinance; $30 million in a rate stabilization fund which is funded after payment of operating expenses and debt service expenses; and $38 million in the general reserve account. She said that according to current rates, the reserves would be depleted to approximately $12 million. Ms. Edmonds noted the new rates effective in October had been set anticipating some use of reserves in order to smooth out increases needed over time. She said that this method was typical for water and sewer systems. Ms. Edmonsons noted the plan had anticipated drawing upon existing reserves; however, any change that would further reduce rates would further deplete reserves since operating and maintenance expenses and debt service expenses remained constant.

Commissioner Seijas said that her motion did not include a dollar amount. She noted it allowed October and April increases and allowed for rates to be negotiated between wholesale customers and the Department.

Mr. Renfrow responded to Commissioner Seijas that true-up funds were part of the Department's general accounts.

Mayor Robaina noted the Rate Stabilization Fund was a subsidy which was provided to retail customers. He further noted he was requesting the rate increases for wholesale customers be divided into two periods similar to retail customers. Mayor Robaina said that although this method would provide the County with less income, the same consideration should be extended to wholesale customers that was provided for retail customers.

Mr. Renfrow confirmed Commissioner Diaz' comment that dual rate increase periods would shorten collection periods and less money would be collected for bonding capacity. He said that under this method, funding would be taken from the Rate Stabilization Fund in order to cover costs which would deplete the fund and also impact operating accounts.

Mayor Robaina commented that Hialeah subsidized the Water and Sewer Department in the amount of $380,000 which was now being returned to Hialeah based upon an audit.

Commissioner Jordan noted her understanding that wholesale rates and the corresponding fee schedule should be at a lower level.

Mr. Renfrow confirmed Commissioner Jordan's statement.

Commissioner Jordan noted she was not supportive of a rate decision that would harm the mutual ability to provide customer service and water systems maintenance. She said it would be premature to make a rate decision without a full understanding of all rates, fee schedules and impacted resources.

Commissioner Martinez noted water was delivered to retail customers at a $1.36 rate and to wholesale customers at a $2.50 rate. Commissioner Martinez inquired whether all customers could be considered retail customers in order to stabilize rates among all water users.

County Attorney Robert Cuevas responded he believed that Commissioner Martinez' request could be accommodated; however, the issue was that the County Commission had adopted a budget based upon rates as previously recommended by the County Manager. He noted the reduction in rates would result in insufficient revenues.

Commissioner Martinez indicated that the County would be realizing additional revenue by switching to a retail rate structure. He noted this would add $1.00 per 1,000 gallons of water sold, rather than lowering the rate. Commissioner Martinez inquired whether the County Commission could adopt a policy in the future to consider all users retail customers, paying $2.50 rather than $1.36.

County Attorney Cuevas responded that he believed the County Commission could establish that policy.

Commissioner Gimenez noted retail customers would be paying an additional $0.23 per 1,000 gallons whereas wholesale customers, such as the City of Hialeah, would pay only $0.17 more. He said that he believed wholesale customers would be all right since rate increases for retail customers were based upon a higher initial rate than for wholesale customers. Commissioner Gimenez also noted the Rate Stabilization Fund was not being subsidized and retail customers were making direct contributions into the Fund.

Commissioner Barreiro expressed support for the motion; however, he noted water distribution and water production maintenance expenses needed to be separated and analyzed.

County Attorney Cuevas clarified the motion to instruct management to prepare an appropriate implementing order to effectuate a staggered payment system.

Following discussion, and upon being put to a vote, the motion that the County Commission implement rate increases for municipalities with their own water systems in October 2009 and April 2010, failed by a vote of 8-5, (Commissioners Diaz, Gimenez, Jordan, Martinez, Rolle, Sorenson, Souto and Chairman Moss voted "no") (Commissioners Barreiro, Edmonson, Heyman, Seijas, and Sosa voted "yes").

Commissioner Barreiro suggested the remaining Community Based Organization (CBO) issues be considered on Thursday, October 8, 2009.

Commissioner Sosa concurred with Commissioner Barreiro' suggestion.

Commissioner Martinez also concurred; however, indicated that many individuals were present today regarding the Mom and Pop grants. He noted he believed there was support that this Program funding be maintained at the

same level as last year. Commissioner Martinez said a $1.825 million balance remained associated with CBO's and contract grants funding according to a County Manager's memorandum dated September 30, 2009 which could be used to fund this program.

Commissioner Edmonson indicated that $600,000 would remain available for Farm Share funding should the Mom and Pop program receive funding at a 70 percent level, similar to other CBO's.

Commissioner Martinez noted that Farm Share had already been awarded $290,000 out of the required $310,000.

Ms. Jennifer Glazer-Moon, Budget Director, indicated that the County Commission had made no determination related to the 70 percent CBO funding allocations and that no individual CBO currently received funding.

Commissioner Martinez noted that both Mom and Pop and Farm Share were two programs that could be discussed.

Chairman Moss suggested that the focus of the Mom and Pop program was vital and should remain outside the CBO process. He said that he would introduce several issues into the record before any discussion proceeded on the CBO funding process.

Commissioner Jordan noted a contingency reserve was needed for County Commissioner's offices.

County Manager Burgess responded to Commissioner Jordan's inquiry about the 10 percent reduction from the County Commission's budget. He noted that this reduction was from the bottom line and the Commission decided upon this allocation method.

Commissioner Jordan said the County Commission's budget included funding for the Office of the Commission Auditor (OCA), the Office of Intergovernmental Affairs (IGA) and the individual 13 County Commission District offices. She noted the ten-percent reduction was reduced from the combined budget and not from each individual office budget.

County Manager Burgess said the Board of County Commissioners (BCC) was comprised of 13 individual offices; an Office of the Chair, IGA, OCA and staff support. He noted the distribution of the ten-percent reduction was inside the BCC's appropriation and was within the purview of the County Commission.

Chairman Moss noted the reduction needed to be across-the-board.

Ms. Glazer-Moon said the ten-percent reduction was derived by calculating ten-percent off of each element. She noted that more than ten-percent would be required from another element in order to take less than ten-percent from a specific District office.

County Manager Burgess clarified that the BCC's budget could ultimately be decided to be allocated in any method it chooses within the total funding allocation. He said that the total BCC reduction could be determined by adding up a ten-percent reduction from each individual unit.

Commissioner Jordan reiterated that the OCA, IGA, Office of the Chair and

the Offices of the 13 County Commissioners "together" would have a ten-percent reduction. She asked for clarification whether the County Commissioners' offices were collective or single.

County Manager Burgess responded that each County Commission District would have a ten-percent reduction. He noted the allocation of funding resources among Commission District offices was the Commission's decision.

Commissioner Martinez pointed out that removing the $100,000 Discretionary Fund had already resulted in a ten-percent reduction and an additional ten-percent reduction would result in a total 20 percent reduction.

Ms. Glazer-Moon responded that the BCC's budget line as reflected in the Budget Book did not include the County Service Reserve, the Discretionary Reserve, or Mom and Pop program since these funds were already included as non-departmental budget line items. She noted the non-departmental line items were reduced by ten-percent and the BCC line was escalated for what the base budget should be; e.g. the cost to provide the same number of employees and services at the 6-percent adjustment, and then reduced by ten-percent.

Commissioner Martinez said the final result of taking ten-percent from the BCC budget resulted in a larger dollar decrease when everything was considered.

Commissioner Jordan said that the County Reserve needed to be included in the budget discussion.

Chairman Moss noted that any further discussion would be deferred until Thursday, October 8, 2009. He said that he distributed a memorandum dated October 6, 2009 depicting his position on the CBO funding process.

7 ORDINANCES SET FOR SECOND READING

7A

091818 **Ordinance** **Sen. Javier D. Souto**

ORDINANCE AMENDING SECTION 21-30.01 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR CONTINUING PENALTIES FOR PROPERTY OWNERS OF PROPERTIES WITH GRAFFITI DURING THE APPEAL TIME OF A CHAPTER 8CC CITATION; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Adopted
Ordinance 09-88
Mover: Sen. Javier D. Souto
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed ordinance into the record.*

There being no questions or comments, the Commission proceeded to vote.

6/30/2009 *Tentatively scheduled for a public hearing by the Board of County Commissioners to the Government Operations Committee*

6/30/2009 *Adopted on first reading by the Board of County Commissioners*

7/10/2009 *Municipalities notified of public hearing by the Board of County Commissioners to the Government Operations Committee*

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8 DEPARTMENTAL ITEMS

8A AVIATION DEPARTMENT

8A1A

091761 **Resolution**

RESOLUTION APPROVING NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORSTAN COMMUNICATIONS, INC. D/B/A BLACK BOX NETWORK SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT, RFP NO. MDAD-08-06; IN AN AMOUNT NOT TO EXCEED $50,000,000; AND AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND EXERCISE ANY CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN (Aviation Department)

Amended

Report: *(See Agenda Item 8A1A Amended; Legislative File No. 092810)*

6/11/2009 *Withdrawn by the Airport and Seaport Committee*

8A1A Amended

092810 **Resolution**

RESOLUTION APPROVING NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORSTAN COMMUNICATIONS, INC. D/B/A BLACK BOX NETWORK SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT, RFP NO. MDAD-08-06; IN AN AMOUNT NOT TO EXCEED $37,772,379; AND AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND EXERCISE ANY CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN [SEE ORIGINAL ITEM UNDER FILE NO. 091761] (Aviation Department)

Adopted as amended
Resolution R-1141-09
Mover: Audrey M. Edmonson
Seconder: Natacha Seijas
Vote: 9- 4
No: Heyman, Gimenez, Martinez, Diaz

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Commissioner Martinez noted that according to a conversation with Mr. Jose Abreu, Aviation Director, this agreement consisted of basic phone, computer, and communication services between the airport and airlines. He further noted the agreement's management fee was excessive at a time when County employees were being laid off. Commissioner Martinez inquired whether any County staff could absorb any portion of this function and reduce the cost multiplier associated with this contract.

Mr. Abreu responded to Commissioner Martinez that although the current multiplier was not excessive, it was negotiable. He noted while the core competence at an airport was parking airplanes, specialists were needed to perform other functions.

Commissioner Edmonson requested an explanation pertaining to the $50 million allocation for a $37.7 million contract. She noted an additional $3 million savings had been identified which would reduce the contract price to $34.7 million.

Mr. Abreu noted the contract had two aspects; one relating to labor and its associated multiplier and another relating to purchases.

Mr. Maurice Jenkins, Director, ISD/Telecommunications, Aviation Department, clarified that the original proposal was based upon a seven-year term. He noted the costs included both a management fee for this period and costs of equipment acquisition. Mr. Jenkins said the contract included the initial five-year term plus two, one-year options at a cost of $50 million for the entire seven-years.

It was moved by Commissioner Edmonson that this proposed resolution be adopted as amended to require any expenditure in excess of $37,772,379 obtain County Commission approval. This motion was seconded by Commissioner Seijas.

County Attorney Cuevas clarified the proposed resolution as submitted by the Aviation Department was seeking authority for both the initial five-year term ($37 million) and two, one-year renewal options, increasing the cost to $50 million. He further clarified the intent of the amendment was to limit the award to the initial five-year term and any renewal options would be presented to the County Commission for subsequent approval. County Attorney Cuevas suggested the amendment be reworded accordingly.

Commissioner Edmonson accepted the revised wording of her amendment in accordance with County Attorney Cuevas' recommendation. It was then moved by Commissioner Edmonson that the proposed resolution be adopted as amended to award $37,772,379 for an initial five-year term and that any renewal options would be presented to the County Commission for subsequent approval. This motion was seconded by Commissioner Seijas.

Commissioner Heyman noted significant economic changes; the need for employment and price reductions in the one and a half years since this proposed resolution was forwarded to a hearing officer. She inquired whether it was possible to renegotiate the contract and obtain a best offer based upon changes in technology, oversight and regulations. Commissioner Heyman noted sufficient in-house management existed and it might not be

necessary to obtain these services elsewhere. She also noted the process was problematic since the hearing officer's position was not final; it did not govern the actions of the County Commission; and was a position taken subsequent to a Commission vote.

In response to Commissioner Heyman, County Attorney Cuevas confirmed that the hearing officer's position was not final. He noted that an item referred to the hearing officer and upon concurring with the County Manager's recommendation, required a two-thirds vote of the Board for any action other than the Manager's recommendation except to re-bid the project which required a majority Board vote.

Commissioner Heyman noted concern over segregated procurement departments at the Aviation Department and Jackson Memorial Hospital that eventually required County oversight. She said the original cause of action was over responsive vs. responsible or unfair advantages created and mixed opinions rendered by the hearing officer. Commissioner Heyman said that since rules and regulations were governing principles, common sense should not be negated. She noted businesses were willing to reduce profit margins to keep staff employed and obtain County contracts. Commissioner Heyman also noted that the Best and Final Offer had always resulted in additional cost savings; however, the process of reaching that point required competitors' protests. She questioned the payment of $7 million in management fees and the process where automatic old rollover rates were permitted on contracts that did not require a re-bid process. Commissioner Heyman said that the amendment proposed by Commissioner Edmonson would not reduce costs for the initial five-year term and only affected the additional extension period. She requested negotiating a better deal; obtaining a Best and Final Offer; and generating savings through utilizing laid off employees rather than paying additional management fees.

Commissioner Souto noted this was both an important and complicated item. He requested both parties be heard so that he could better understand the complexities of the issue.

Commissioner Diaz responded that today's (10/6) discussion was not a public hearing and that it would only be appropriate to address questions to staff.

In response to Commissioner Sosa's inquiry whether the procurement process was adhered to properly, Ms. Miriam Singer, Director, Department of Procurement Management (DPM), responded that she would need to review the item since DPM was not involved. Additionally, Mr. Abreu responded that the Aviation Department's Procurement office properly adhered to the process. He further noted that pursuant to the Cone of Silence, the County Manager's office could only address inquiries to the Committee and not to the Aviation Director.

Commissioner Sosa clarified that according to Mr. Abreu, the procurement process on this contract was followed in the same manner as for any other contract. She requested Mr. Abreu address several additional questions pertaining to whether the recommended party had agreed to reduce the proposed multiplier rate from 2.13 to 1.96; and whether any additional contract enhancements were possible.

Mr. Abreu responded that the process used to obtain the multiplier reduction to 1.96 was common practice and the reduced terms were agreed upon by all parties. He said that Commissioner Edmonson's motion included the new

negotiated rate. Mr. Abreu noted that the figures being referenced were based upon old rates prior to the negotiation of more favorable terms.

Assistant County Attorney David Murray confirmed Commissioner Sosa's statement that the protest was considered by the hearing examiner and the final recommendation was to agree with the County Manager's recommendation.

Commissioner Sorenson asked Mr. Abreu to respond to comments made by several commissioners pertaining to in-house capabilities.

Mr. Abreu noted Commissioner Edmonson's amendment eliminating the additional two-year renewal options would be acceptable. He responded to Commissioner Sorenson that an analysis of in-house employees capable of performing management functions as requested by Commissioner Martinez was possible; however, these substitutions ultimately would result in somebody's job loss. Mr. Abreu noted that a similar analysis had been conducted and a determination made that it was advantageous to utilize a private vendor for these services.

Commissioner Martinez noted the multiplier was 1.96 and the overall County expense per employee was 1.32 due to fringe benefits being 32% of an employee's salary.

Commissioner Sorenson noted support for this item provided that Mr. Abreu accepted the amendment proposed by Commissioner Edmonson.

In response to Commissioner Gimenez' inquiry about the $3 million contract reduction, Mr. Abreu responded that Commissioner Diaz had previously suggested at a briefing that the contract be renegotiated He noted the item was never submitted to Committee and removed from the agenda due to the pending protest.

Commissioners Gimenez and Diaz requested the exact cost which was negotiated as a reduction for the five-year contract.

Mr. Abreu responded the contract reduction was $2.9 million.

Commissioner Gimenez said he would not vote for the amendment since Mr. Abreu requested additional leeway on the $50 million amount, not the $37 million. He noted that should this motion fail, he would make an alternative motion to reduce the amount to $34.9 million.

Commissioner Rolle requested clarification on the exact contract amount that had been negotiated for the five-year term and whether this amount would affect any measures placed on the item.

Mr. Abreu responded that a 2.9 multiplier was initially negotiated for the five-year contract and the exact costs were being obtained. He noted the contract goals would remain the same and the vendor had accepted the reduced 1.96 multiplier as proposed by Commissioner Edmonson, even though the contract was reduced from seven to five years. Mr. Abreu confirmed that the $37 million revision would be acceptable to the Aviation Department.

In response to Commissioner Souto's request that both sides provide a short presentation, Commissioner Diaz reiterated this was not a public hearing; he did not believe there would be support for presentations; and suggested

Commissioner Souto direct questions to specific individuals if desired.

Commissioner Seijas supported the $37 million funding allocation being requested by the Aviation Department.

Commissioner Martinez inquired about the rationale for a $37 million allocation when the Company was willing to perform the work for $34 million. He noted the multiplier would remain at 1.96 which resulted in reducing the award to $34 million; therefore the additional $3 million should not be considered leeway.

Mr. Abreu confirmed the total contract was $34 million. He noted the contract had two separate multipliers; one for labor and another for purchases and the additional $3 million would remain available as a reserve for any additional purchases which could arise.

Commissioner Martinez said he did not support a $3 million reserve account and additional funding could be requested later should these funds become necessary.

Commissioner Gimenez noted he would not support an additional $3 million reserve considering that this amount was not initially requested by Mr. Abreu.

Commissioner Diaz noted his concurrence with Commissioners Gimenez and Martinez on the reduced $34 million amount. He said the decision was not related to a lack of trust; however, it was based upon the intent of negotiations to obtain a lower price.

Mr. Abreu responded that he did not interpret Commissioner Edmonson's amendment as authorization to spend the full $37 million. He understood that an allowance account would be reserved for legitimate purposes as determined by the Director.

County Attorney Cuevas clarified the motion was for $37,772,379 for an initial five-year term and any option to renew would return to the County Commission for approval.

There being no further discussion, the County Commission adopted the foregoing proposed resolution as amended to award the Non-exclusive Telecommunications and Network Services Agreement to Norstan Communications, Inc. d/b/a Black Box Network Services in an amount not to exceed $37,772,379 for an initial five-year term and to require any renewal option(s) return to the County Commission for approval.

8A1A SUPPLEMENT

092550 **Supplement**

SUPPLEMENTAL REPORT - AWARD RECOMMENDATION FOR NON-EXCLUSIVE TELECOMMUNICATIONS & NETWORK SERVICES MANAGEMENT AGREEMENT AT MIAMI INTERNATIONAL AIRPORT, RFP NO. MDAD-08-06 ***Presented***

8A1B

092632 **Resolution**

RESOLUTION RELATING TO SOUTH TERMINAL DEVELOPMENT PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, APPROVING CHANGE ORDER 9 TO THE CONTRACT BETWEEN PARSONS-ODEBRECHT J.V. (POJV) AND MIAMI-DADE COUNTY FOR A VALUE OF ZERO ADDITIONAL DOLLARS, PROVIDING FOR A NON-COMPENSABLE TIME EXTENSION, AND MODIFYING VARIOUS CONTRACT TERMS; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO PERFORM ALL NECESSARY ACTIONS TO ENFORCE ITS TERMS; DELEGATING TO THE MAYOR OR HIS DESIGNEE TO, SOLELY IN THE EVENT OF A COURT JUDGMENT AGAINST POJV BY HENSEL PHELPS CONSTRUCTION CO., PAY POJV UP TO THE MAXIMUM ADDITIONAL AMOUNT OF $13.06 MILLION; AND AUTHORIZING THE SUBSTITUTION OR INCLUSION OF COUNTY AS PARTY DEFENDANT TO LAWSUIT BY ZURICH AGAINST POJV (Aviation Department)

Adopted
Resolution R-1130-09
Mover: Dorrin D. Rolle
Seconder: Jose "Pepe" Diaz
Vote: 11- 2
No: Heyman, Martinez

Report: *County Attorney Robert Cuevas read the foregoing proposed resolution into the record.*

Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error was corrected to reflect the correct title of the item.

Commissioner Heyman noted her support although she expressed concern about the Aviation Department's newly created obligation to pay Parsons-Odebrecht J.V. (POJV) in excess of $24.4 million should they become obligated under court order to pay Hensel Phelps Construction Co. (HPCC) in addition to the potential liability to POJV in the amount up to $13.06 million.

In response to Commissioner Heyman's inquiry regarding the funding source of the $13.06 million, Mr. Jose Abreu, Aviation Director, responded that should funds become necessary, a request would be made to move the cap of the capital improvement to the Aviation Department so that they could borrow funds necessary to make this payment. He also clarified that this was a contractual agreement dispute and presented no criminal liability exposure to the County.

County Attorney Robert Cuevas responded to Commissioner Heyman's inquiry pertaining to the rationale behind the County accepting this exposure on a civil liability under false claims. He said that this was a potential allocation of liability not to exceed the cap.

Assistant County Attorney David Murray responded in general terms, that should the owner of a project interfere with a contract and materially change the plans or terms of that contract, the contractor could exert a claim for cause in excess of that contract amount. He said in this situation, a sub-contractor was making such claims and those claims were being resolved.

Commissioner Heyman said that she did not believe the legal research showing the County's exposure had been obtained. She noted it was not necessary for the County to accept additional exposure when POJV assumed this exposure when they became contractually obligated. Commissioner Heyman said that this was not the time to expose the County to additional liability and it was not necessary to assume civil liability when it was not an original condition.

Assistant County Attorney Murray noted the County had a contract with POJV who had a subsequent contract with a sub-contractor who was exerting claims that the County was responsible for extra costs incurred by the sub-contractor. He said that POJV was submitting those claims presented by the sub-contractor to the County.

Commissioner Heyman noted the Aviation Department was assuming exposure of up to $13 million despite management's involvement and millions of dollars paid annually to consultants who rendered technical advice pursuant to this contract. She said the County was being asked to accept exposure which it did not initially have.

County Attorney Cuevas said the change order provided a final cost to complete the project on agreed upon terms. He noted the South Terminal's completion would be completed at no additional cost with the exception of the potential civil liability expense. County Attorney Cuevas said any potential risk beyond the $13.06 million pending litigation was capped in the

agreement. He noted all items presented to the County Commission for consideration in today's proposed resolution were combined into a single no-cost change order.

Commissioner Heyman noted this request was to settle all claims that have been or could have been brought by POJV in connection with the South Terminal project and would be exposing the County to additional litigation exposure which did not exist today. She said that the risk and liability was assumed by POJV when awarded the contract and the County would now be assuming responsibility for claims up to $13 million. Commissioner Heyman questioned the policy of accepting legal exposure on civil liability when not required under the existing contract.

Commissioner Gimenez spoke in support of this proposed resolution. He referenced the County Attorney's legal opinion that the County Commission could not delegate certain things to POJV which would have limited the Commission's exposure to zero. Commissioner Gimenez asked County Attorney Cuevas to explain why the County could not delegate the powers under the False Claims Ordinance, and to determine whether other jurisdictions had delegated those powers to one of its partners.

There being no further discussion, the Commission proceeded to vote.

8B (No items were submitted for this section.)

8C CONSUMER SERVICES DEPARTMENT

8C1A

092181 **Resolution**

RESOLUTION APPROVING APPLICATION FOR TEN (10) CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO MEDICAL TRANSPORTATION MANAGEMENT, CORP. D/B/A AMC MEDICAL TRANSPORTATION TO PROVIDE WHEELCHAIR NONEMERGENCY MEDICAL TRANSPORTATION SERVICES (Consumer Services Department)

Adopted
Resolution R-1142-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8C1B

092360 **Resolution**

RESOLUTION APPROVING APPLICATION FOR SIX (6) CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY TO LA-MAR MEDICAL TRANSPORTATION, INC. TO PROVIDE COMBINATION WHEELCHAIR AND STRETCHER NONEMERGENCY MEDICAL TRANSPORTATION SERVICES (Consumer Services Department)

Adopted
Resolution R-1143-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8C1C

092367 **Resolution**

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30326 FROM BRICKELL KEY TOURS AND TRANSPORTATION, INC. TO NIAGARA OUTSOURCING SERVICES, INC. D/B/A FIVE DIAMONDS LIMOUSINE TO PROVIDE SPECIAL OPERATIONS SERVICE AS A PASSENGER MOTOR CARRIER (Consumer Services Department)

Adopted
Resolution R-1144-09
Mover: Bruno A. Barreiro
Seconder: Rebeca Sosa
Vote: 13- 0

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8C1D

092368 **Resolution**

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30212 FROM LUCA-MALEN, INC. TO MANOLITO TOURS & SHUTTLES, INC. D/B/A EXPRESS SHUTTLE TO PROVIDE SPECIAL OPERATIONS SERVICE AS A PASSENGER MOTOR CARRIER (Consumer Services Department)

Adopted
Resolution R-1145-09
Mover: Bruno A. Barreiro
Seconder: Rebeca Sosa
Vote: 13- 0

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8C1E

092369 **Resolution**

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30322 FROM ONE WAY TRANSPORTATION, INC. TO ONE WAY VIP TRANSPORTATION, INC. TO PROVIDE SPECIAL OPERATIONS SERVICE AS A PASSENGER MOTOR CARRIER (Consumer Services Department)

Adopted
Resolution R-1146-09
Mover: Bruno A. Barreiro
Seconder: Rebeca Sosa
Vote: 13- 0

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8D and 8E (No items were submitted for these sections.)

8F GENERAL SERVICES ADMINISTRATION

8F1A

092045 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF AN ENERGY PERFORMANCE CONTRACT WITH FPL SERVICES, LLC, PURSUANT TO CHAPTER 489.145 (4)(D) OF THE FLORIDA STATUTES, IN AN AMOUNT NOT TO EXCEED $6,046,925, FOR WORK TO BE PERFORMED AT THE MIAMI INTERNATIONAL AIRPORT'S MAIN TERMINAL; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN (General Services Administration Department)

Adopted
Resolution R-1147-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

7/14/2009 *Deferred by the Government Operations Committee*

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8F1B

092262 **Resolution**

RESOLUTION AUTHORIZING THE CONVEYANCE OF AN EASEMENT TO FLORIDA POWER AND LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF UNDERGROUND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES, LOCATED AT 3501 N. W. 46 STREET, UNINCORPORATED MIAMI-DADE COUNTY, IN THE NEW GSA TRADES SHOP FACILITY; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE SAID EASEMENT (General Services Administration)

Adopted
Resolution R-1148-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8F1C

092265 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT 1405 S.W. 107 AVENUE, SUITE 301-M, MIAMI, FL, WITH UNIVERSITY CENTER NORTH, LTD., FOR PREMISES TO BE UTILIZED AS A DISTRICT OFFICE BY THE COMMISSIONER OF DISTRICT 11, WITH TOTAL FISCAL IMPACT TO MIAMI-DADE COUNTY NOT TO EXCEED $293,515.00 FOR THE THREE-YEAR TERM OF THE LEASE AND THE RENEWAL OPTION TERM; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN (General Services Administration)

Adopted
Resolution R-1149-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8F1D

092269 **Resolution**

RESOLUTION AUTHORIZING THE CONVEYANCE OF A PERPETUAL EASEMENT LOCATED AT STATE ROAD NO. 933 (NW 12 AVENUE) AND NW 12 STREET TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING TWO LIGHT POLES, INCLUDING FOUNDATION AND OTHER IMPROVEMENTS; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE SAID PERPETUAL EASEMENT ON BEHALF OF MIAMI-DADE COUNTY (General Services Administration)

Adopted
Resolution R-1150-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8F1E

092313 **Resolution**

RESOLUTION APPROVING THE REPLACEMENT OF COUNTY OWNED PROPERTY LOCATED AT 1785 NW 47 STREET, MIAMI, FOR PROPERTY OWNED BY FERNADO S. RUIZ LOCATED AT 1871 NW 41 STREET, MIAMI, THROUGH THE INFILL HOUSING INITIATIVE; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE A COUNTY DEED (General Services Administration)

Adopted
Resolution R-1151-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8G and 8H (No items were submitted for these sections)

8I MIAMI-DADE POLICE DEPARTMENT

8I1A

092641 **Resolution**

RESOLUTION RETROACTIVELY AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT FOR THE PROVISION OF SERVICES AND AID IN PREPARATION FOR AND DURING THE G20 SUMMIT BETWEEN THE CITY OF PITTSBURGH BUREAU OF POLICE AND MIAMI-DADE COUNTY WHICH ALLOWS FOR REIMBURSEMENT OF EXPENSES NOT TO EXCEED $214,080.59 AND ALSO FOR COMPENSATION FOR UNFORSEEABLE CIRCUMSTANCES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TERMS AND PROVISIONS OF THIS AGREEMENT CONTAINED THEREIN (Miami-Dade Police Department)

Adopted
Resolution R-1131-09
Mover: Barbara J. Jordan
Seconder: Carlos A. Gimenez
Vote: 13- 0

8J MIAMI-DADE TRANSIT AGENCY

8J1A

092381 **Resolution**

RESOLUTION AUTHORIZING CONVEYANCE OF EASEMENTS TO FLORIDA POWER AND LIGHT COMPANY (FPL) FOR THE OPERATION AND MAINTENANCE OF OVERHEAD ELECTRIC TRANSMISSION LINES AND UNDERGROUND ELECTRIC DISTRIBUTION LINES, TO BE INSTALLED WITHIN COUNTY PROPERTIES LOCATED AT 3775-3795 N.W. 28TH STREET & 3795 N.W. SOUTH RIVER DRIVE REQUIRED FOR THE RELOCATION OF FPL CONFLICTING FACILITIES WITH THE MIAMI INTERMODAL CENTER-EARLINGTON HEIGHTS (MIC-EH) CONNECTOR PROJECT; AUTHORIZING COUNTY MAYOR OR DESIGNEE TO EXECUTE SAME (Miami-Dade Transit Agency)

Adopted
Resolution R-1152-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8J1B

092340 **Resolution**

RESOLUTION REJECTING PROPOSALS FOR THE SOUTH MIAMI-DADE BUS MAINTENANCE FACILITY – DESIGN - BUILD CRITERIA ENGINEER – OFFICE OF CAPITAL IMPROVEMENT PROJECT NO. A07-MDT-01 PTP; CONTRACT NO. NFP015-TR07-CT1 (Miami-Dade Transit Agency)

Adopted
Resolution R-1153-09
Mover: Barbara J. Jordan
Seconder: Rebeca Sosa
Vote: 13- 0

Report: *Commissioner Jordan asked that she be provided with a report on the recommended bus route reductions.*

There being no further questions or comments, the Commission proceeded to vote.

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8J1C

092400 **Resolution**

RESOLUTION APPROVING THE USE OF PEOPLE'S TRANSPORTATION PLAN (PTP) SURTAX FUNDS IN THE AMOUNT OF $715,337.08 FOR VARIOUS MISCELLANEOUS CONSTRUCTION CONTRACT PURCHASE/WORK ORDERS ISSUED BY MIAMI-DADE TRANSIT (MDT) IN SUPPORT OF THE MIAMI INTERMODAL CENTER–EARLINGTON HEIGHTS CONNECTOR PROJECT (Miami-Dade Transit Agency)

Adopted
Resolution R-1154-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8J1D

092409 **Resolution**

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF COORDINATION AND FARE AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH ACTION COMMUNITY CENTER, INC.; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA (ADULT AND CHILDREN'S PROGRAMS); BORINQUEN HEALTH CARE CENTER; CHARLEE OF DADE COUNTY, INC.; CITRUS HEALTH NETWORK, INC.; COMMUNITY HABILITATION CENTER, INC.; COMMUNITY ACTION AGENCY FOUNDATION, INC.; DAVE & MARY ALPER JEWISH COMMUNITY CENTER; DEEDCO GARDENS; EASTER SEALS OF SOUTH FLORIDA, INC.; FELLOWSHIP HOUSE; FLORIDA PACE CENTERS; GALATA, INC.; GOODWILL INDUSTRIES OF SOUTH FLORIDA; HIALEAH HOUSING AUTHORITY; HIALEAH MIAMI SPRINGS ROTARY CHARITABLE FOUNDATION, INC.; LITTLE HAVANA ACTIVITIES & NUTRITION CENTERS OF DADE COUNTY, INC.; MACTOWN, INC.; MAISON DE ST. JOSEPH; MIAMI BEHAVIORAL HEALTH CENTER, INC.; MIAMI CEREBRAL PALSY; MIAMI BEACH COMMUNITY HEALTH CENTER, INC.; MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC.; MIAMI LIGHTHOUSE FOR THE BLIND; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER; NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS, INC.; SPECTRUM PROGRAMS, INC.; SUNRISE COMMUNITY; ST. ANNE'S NURSING CENTER; UNITED CEREBRAL PALSY; UNIVERSITY OF MIAMI, DEBBIE SCHOOL; UNIVERSITY OF MIAMI, PERINATAL CARE, AND VILLA MARIA NURSING AND REHABILITATION CENTER, INC., AND AUTHORIZING THE COUNTY MAYOR, OR DESIGNEE, TO EXECUTE ANY ADDITIONAL COORDINATION AND FARE AGREEMENTS WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES (Miami-Dade Transit Agency)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8J1E

092429 **Resolution**

RESOLUTION AUTHORIZING THE ISSUANCE OF WORK ORDER NO. FPL-TPSS-PY-1 TO FLORIDA POWER & LIGHT COMPANY PURSUANT TO METRORAIL PHASE I CONTRIBUTION ADMINISTRATION AGREEMENT IN THE AMOUNT OF $28,000 FOR PRELIMINARY ENGINEERING DESIGN NEEDED TO DEVELOP A BINDING COST ESTIMATE FOR THE NEW ELECTRICAL SERVICE FEEDERS TO THE PROPOSED TRACTION POWER SUBSTATION (TPSS) AT THE EXISTING PALMETTO METRORAIL STATION; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS (Miami-Dade Transit Agency)

Adopted
Resolution R-1155-09
Mover: Rebeca Sosa
Seconder: Joe A. Martinez
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8K OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

8K1A

092404 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO AMEND THE DISASTER RECOVERY INITIATIVE ACTION PLAN FROM THE 2005 DISASTER RECOVERY INITIATIVE FLORIDA ROUND 1 PROGRAM OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS, EXECUTE SUCH CONTRACTS AND AMENDMENTS AS REQUIRED; APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS; FILE AND EXECUTE ANY NECESSARY AMENDMENTS; MODIFICATIONS, RENEWALS, CANCELLATIONS, AND TERMINATION PROVISIONS OF ANY RESULTING CONTRACTS AND AGREEMENTS UPON APPROVAL FROM THE OFFICE OF THE COUNTY ATTORNEY (Office of Community and Economic Development)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

8K1A Suppl ement

8K1B

092403 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO AMEND THE DISASTER RECOVERY INITIATIVE ACTION PLAN FROM THE 2005 DISASTER RECOVERY INITIATIVE FLORIDA SMALL CITIES CDBG-A ROUND 2 PROGRAM OF THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND GRANT FUNDS, EXECUTE SUCH CONTRACTS AND AMENDMENTS AS REQUIRED; APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS; FILE AND EXECUTE ANY NECESSARY AMENDMENTS; MODIFICATIONS, RENEWALS, CANCELLATIONS, AND TERMINATION PROVISIONS OF ANY RESULTING CONTRACTS AND AGREEMENTS UPON APPROVAL FROM THE OFFICE OF THE COUNTY ATTORNEY (Office of Community and Economic Development)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

8K1B Suppl ement

8K1C

092405 **Resolution**

RESOLUTION APPROVING CONFIDENTIAL PROJECT NO. 10-00013 AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO FLORIDA STATUTES S-288.106, CONFIRMING THE COMMITMENTS OF LOCAL FINANCIAL SUPPORT NECESSARY FOR CONFIDENTIAL PROJECT NO. 10-00013 EXIST; AND PROVIDING AN APPROPRIATION OF UP TO $95,160 FROM GENERAL REVENUE FUNDS AS LOCAL PARTICIPATION IN THE STATE OF FLORIDA QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2011 THROUGH 2015, INCLUSIVE, OR OVER A TIME PERIOD AS DETERMINED BY THE STATE OF FLORIDA IN ITS APPROVAL OF CONFIDENTIAL PROJECT NO. 10-00013 APPLICATION WITH THE PROVISION THAT ANY TAX ABATEMENT GRANTED TO CONFIDENTIAL PROJECT NO. 10-00013 UNDER FLORIDA STATUTE 196.1995 REDUCES ANY QUALIFIED TARGET INDUSTRY TAX REFUND TO CONFIDENTIAL PROJECT NO.10-00013; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE NON-SUBSTANTIVE MODIFICATIONS AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS BY THE AMOUNT OF ANY SUCH TAX ABATEMENT GRANTED, IN COMPLIANCE WITH FLORIDA STATUTE 288.106(5)9; AND PROVIDING FOR AN EFFECTIVE DATE (Office of Community and Economic Development)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

8K1D

092414 **Resolution**

RESOLUTION APPROVING CONFIDENTIAL PROJECT NO. 10-00013 AS A TARGETED JOBS INCENTIVE FUND PROGRAM BUSINESS PURSUANT TO THE CODE OF MIAMI-DADE COUNTY, FLORIDA, CHAPTER 2, ARTICLE LXXXVI, AS MODIFIED BY ORDINANCE NO. 02-251; CONFIRMING THAT THE COMMITMENT OF INCENTIVE AWARDS FOR CONFIDENTIAL PROJECT NO. 10-00013 EXISTS; AND PROVIDING AN APPROPRIATION OF UP TO $20,000 FROM GENERAL REVENUE FUNDS FOR FISCAL YEARS 2011 TROUGH 2015 WITH THE PROVISION THAT ANY TAX ABATEMENT GRANTED TO CONFIDENTIAL PROJECT NO. 10-00013, UNDER FLORIDA STATUTE 196.1995, REDUCES ANY TARGETED JOBS INCENTIVE FUNDS AWARD TO CONFIDENTIAL PROJECT NO.10-00013; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE NON-SUBSTANTIVE MODIFICATIONS INCLUDING MODIFICATIONS TO THE JOB CREATION AND DISBURSEMENT DATES TIMELINE, AND EXECUTE ALL CONTRACTS, AGREEMENTS, AND AMENDMENTS BY THE AMOUNT OF ANY SUCH TAX ABATEMENT GRANTED, AND PROVIDING FOR AN EFFECTIVE DATE (Office of Community and Economic Development)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

8L (No items were submitted for this section.)

8M PARK AND RECREATION DEPARTMENT

8M1A

092304 **Resolution**

RESOLUTION OF MIAMI DADE COUNTY RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN SUBMITTING GRANT APPLICATIONS TOTALING $3,849,500 TO THE 2009 SAFE NEIGHBORHOOD BONDS GRANT PROGRAM FOR 20 PARK AND RECREATION DEPARTMENT PROJECTS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND TO FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED [SEE AMENDED ITEM UNDER FILE NO. 092923] (Park & Recreation Department)

Amended

Report: *(See Agenda Item 8M1A Amended; Legislative File No. 092923)*

9/4/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Recreation, Culture & Tourism Committee*

9/15/2009 *Deferred by the Board of County Commissioners*

8M1A Amended

092923 **Resolution**

RESOLUTION OF MIAMI-DADE COUNTY RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN SUBMITTING GRANT APPLICATIONS TOTALING $3,849,500 TO THE 2009 SAFE NEIGHBORHOOD BONDS GRANT PROGRAM FOR 20 PARK AND RECREATION DEPARTMENT PROJECTS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND TO FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED [SEE ORIGINAL ITEM UNDER FILE NO. 092304] (Park & Recreation Department)

Adopted as amended
Resolution R-1156-09
Mover: Audrey M. Edmonson
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Seijas

Report: *The County Commission adopted the foregoing proposed resolution as amended to correct a typographical error on handwritten page 7 to change Item No. 3 (Open Space Acquisition for North Shorecrest) to properly reflect Commission District No. 2.*

8N (No items were submitted for this section.)

8O PROCUREMENT MANAGEMENT DEPARTMENT

8O1A

092412 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH PMG ASSOCIATES, INC. IN THE AMOUNT OF $253,800 TO OBTAIN TRANSIT OPERATOR PERFORMANCE MONITORING SERVICES FOR MIAMI-DADE TRANSIT DEPARTMENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AUTHORIZES THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN (Procurement Management Department)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8O1B

092594 **Resolution**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTION-TO-RENEW PERIODS FOR COMPETITIVE CONTRACTS AWARDED UNDER THE COUNTY MAYOR OR THE COUNTY MAYOR DESIGNEE'S DELEGATED AUTHORITY FOR THE PURCHASE OF GOODS AND SERVICES AND AUTHORIZES THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS FOR THE PURCHASE OF GOODS AND SERVICES (Procurement Management Department)

Carried over to October 8, 2009

8O1C

092630 **Resolution**

RESOLUTION WAIVING FORMAL BID PROCEDURES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTION-TO-RENEW PERIODS FOR NON-COMPETITIVE CONTRACTS AWARDED UNDER THE COUNTY MAYOR OR THE COUNTY MAYOR DESIGNEE'S DELEGATED AUTHORITY FOR THE PURCHASE OF GOODS AND SERVICES AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS FOR THE PURCHASE OF SOFTWARE MAINTENANCE AND SUPPORT (Procurement Management Department)

Carried over to October 8, 2009

Report: *Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error was corrected on handwritten page 2, Item No. 1, first sentence, to replace the second OTR period with three remaining OTR periods.*

8P PUBLIC WORKS DEPARTMENT

8P1A

092280 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HIALEAH TO PROVIDE FUNDING IN THE AMOUNT OF $52,739 FOR THE CONSTRUCTION OF A PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT OF A TRAFFIC CIRCLE WITHIN THE CITY AT THE INTERSECTION OF W 3 AVENUE AND W 18 STREET; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN (Public Works Department)

Adopted
Resolution R-1157-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1B

092321 **Resolution**

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $1,000,000.00 BETWEEN GENERAL ASPHALT CO., INC. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED RESURFACING CONTRACT (PROJECT – CICC 7360-0/08 REQUEST FOR PRICE QUOTATION (RPQ) NO. 20090107); AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS (Public Works Department)

Adopted
Resolution R-1158-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

Report: *Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error was corrected on handwritten page 2, second background paragraph, third sentence, to read as follows: General Asphalt Co., Inc. proffered the lowest responsive, responsible base bid of 0.90 percentage factor, 10% below the County's cost estimate; the second lowest bidder, H & R Paving, Inc., proffered a base bid of 1.00, 10% over the lowest bidder; the third lowest bidder JA & M Development, Corp., proffered a base bid of 1.04, 4% over the second lowest bidder.*

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1C

092333 **Resolution**

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $398,852.67 BETWEEN UNDER POWER CORP. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED SAFE ROUTES TO SCHOOLS (PROJECT – CICC 7360-0/08 REQUEST FOR PRICE QUOTATION (RPQ) NO. 20090019); AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS (Public Works Department)

Adopted
Resolution R-1159-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1D

092338 **Resolution**

RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $1,000,000.00 BETWEEN H & R PAVING, INC. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED RESURFACING CONTRACT (PROJECT – CICC 7360-0/08 REQUEST FOR PRICE QUOTATION (RPQ) NO. 20090026); AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS (Public Works Department)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1E

092276 **Resolution**

RESOLUTION AUTHORIZING APPROVAL OF A PREEMPTION INTERCONNECTION CONSTRUCTION AND MAINTENANCE AGREEMENT AMONG MIAMI-DADE COUNTY, CSX TRANSPORTATION, INC., AND BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT FOR THE SYNCHRONIZATION OF RAILROAD CROSSING DEVICES AND TRAFFIC SIGNALS AT THE INTERSECTION OF NW 137 AVENUE AND NW 12 STREET (Public Works Department)

Adopted
Resolution R-1160-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1F

092334 **Resolution**

RESOLUTION ACCEPTING AN IMPLIED OFFER OF DEDICATION FOR A PORTION OF NW 81 STREET, LYING WEST OF NW 7 AVENUE (Public Works Department)

Adopted
Resolution R-1161-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1G

092335 **Resolution**

RESOLUTION AUTHORIZING A TRANSFER OF JURISDICTION TO THE TOWN OF MEDLEY, APPROVING THE OFFICIAL RIGHT-OF-WAY MAP FOR A PORTION OF NW 122 STREET BETWEEN NW 107 AVENUE AND NW 117 AVENUE, AND AUTHORIZING THE RECORDING THEREOF AMONG THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA (Public Works Department)

Adopted
Resolution R-1162-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1H

092336 **Resolution**

RESOLUTION AMENDING A LEGAL DESCRIPTION FOR RESOLUTION NO. R-1279-04 TO REFLECT THE CORRECT LOCATION FOR A DESIGNATION OF A PORTION OF MIAMI-DADE COUNTY OWNED PROPERTY FOR ROAD RIGHT-OF-WAY AT SW 162 AVENUE AND SW 47 STREET, IN SECTION 21, TOWNSHIP 53 SOUTH, RANGE 41 EAST (Public Works Department)

Adopted
Resolution R-1163-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

Report: *Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error to the Amendment of Legal Description for Resolution R-1279-04, correcting all references throughout the item to "Section 21, Township 53, Range 41 East" to read as follows: "Section 20, Township 54, Range 39 East".*

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8P1I

092399 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES TO PROVIDE FUNDING IN THE AMOUNT OF $609,305 FOR THE CONSTRUCTION OF THE SEGOVIA STREET MEDIAN PROJECT ALONG SEGOVIA STREET FROM BIRD ROAD (SW 40 STREET) TO BILTMORE WAY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN (Public Works Department)

Adopted
Resolution R-1164-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

8Q (No items were submitted for this section.)

8R WATER AND SEWER DEPARTMENT

8R1A

092337 **Resolution**

RESOLUTION APPROVING EXECUTION OF A CONTRACT WITH THE CITY OF HIALEAH AND AMB I-75 LLC FOR THE TEMPORARY RELEASE OF A PORTION OF MIAMI-DADE WATER AND SEWER DEPARTMENT'S WATER AND SEWER SERVICE AREAS (Water & Sewer Department)

Adopted
Resolution R-1165-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8R1B

092342 **Resolution**

RESOLUTION APPROVING THE EXECUTION OF A CONTRACT WITH THE CITY OF HIALEAH GARDENS FOR THE PROVISION OF SANITARY SEWAGE DISPOSAL SERVICE BY MIAMI-DADE COUNTY TO THE CITY OF HIALEAH GARDENS (Water & Sewer Department)

Adopted
Resolution R-1166-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8R1C

092344 **Resolution**

RESOLUTION APPROVING EXECUTION OF STORMWATER BILLING AGREEMENT WITH THE CITY OF MIAMI SPRINGS FOR BILLING OF STORMWATER UTILITY CHARGES BY MIAMI-DADE WATER AND SEWER DEPARTMENT (Water & Sewer Department)

Adopted
Resolution R-1167-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

8R1D

092359 **Resolution**

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO CONTRACT BETWEEN MIAMI SKYLINE CONSTRUCTION CORP. AND MIAMI-DADE COUNTY FOR CONSTRUCTING A TWO-LEVEL MASONRY LABORATORY BUILDING AND A GROUND FLOOR PARKING STRUCTURE AT THE JOHN E. PRESTON WATER TREATMENT PLANT FOR CONTRACT NO. W-888R AND A NON-COMPENSABLE TIME EXTENSION OF 90 DAYS (Water & Sewer Department)

Adopted
Resolution R-1168-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

9 ADDITIONAL DEPARTMENTAL ITEMS

9A1

092272 **Resolution**

RESOLUTION EXTENDING EMERGENCY RELIEF PROVISIONS OF ORDINANCE NO. 09-10 (Building Department)

Carried over to October 8, 2009

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

9A2

092425 **Resolution**

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR TO APPLY FOR, RECEIVE AND EXPEND FEDERAL FUNDS FROM THE UNITED STATES ELECTION ASSISTANCE COMMISSION TO SUPPORT THE MIAMI-DADE ELECTIONS DEPARTMENT IN IMPLEMENTING A HIGH SCHOOL MOCK ELECTION PROGRAM; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO RECEIVE AND EXPEND FUNDS AND EXECUTE SUCH CONTRACTS AND AMENDMENTS AS REQUIRED IF AWARDED (Elections Department)

Adopted
Resolution R-1169-09
Mover: Rebeca Sosa
Seconder: Dennis C. Moss
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

9A3

092463 **Resolution**

RESOLUTION RATIFYING THE MAYOR OR MAYOR'S DESIGNEE'S SUBMISSION OF AN APPLICATION FOR FUNDS IN THE AMOUNT OF $1,000,000 FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 - STRENGTHENING COMMUNITIES FUND - NONPROFIT CAPACITY BUILDING PROGRAM OF THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO RECEIVE AND EXPEND SAID GRANT FUNDS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE'S TO EXERCISE AND EXECUTE SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO MODIFY OR AMEND THE APPLICATION IN ORDER TO RECEIVE ADDITIONAL FUNDS OR TO EXTEND THE PERFORMANCE PERIOD AS REQUIRED IF AWARDED; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE (Office of Grants Coordination)

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

9A4

092465 **Resolution**

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE ADDITIONAL FIRE RESCUE SERVICE TO THE EASTERN SHORES REGION OF THE CITY OF NORTH MIAMI BEACH, IN ACCORDANCE WITH THE PROVISIONS IN SECTION 18-31 OF THE MIAMI-DADE COUNTY CODE (Miami-Dade Fire and Rescue Department)

Carried over to October 8, 2009

9/10/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Health, Public Safety & Intergovernmental Cmte*

9A5

092524 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1542, AVIATION EMPLOYEES (Human Resources)

Withdrawn

Report: *See Agenda Item 9A5 Substitute; Legislative File No. 092710.*

9/15/2009 *Deferred by the Board of County Commissioners*

9A5 SUBSTITUTE

092710 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1542, AVIATION EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092524] (Human Resources)

Deferred to October 20, 2009
Mover: Natacha Seijas
Seconder: Jose "Pepe" Diaz
Vote: 13- 0

Report: *Chairman Moss requested Union representatives provide the County Commission with an update on negotiation preparations.*

Commissioner Heyman noted only three of the bargaining units were represented today and other County personnel were not represented by collective bargaining. She requested that the amount of funding needed to balance the budget be broken down into bargaining units in order to determine specific concession negotiations applicable to each group.

County Manager George Burgess responded with the value of various economic items (five-percent salary reduction, freezing longevity and merit pay, elimination of premium pay and flex benefits), to the collective bargaining units which totaled approximately $209 million. He noted the reductions as follows: AFSCME Solid Waste - $4.1 million; AFSCME Aviation - $5.65 million; AFSCME General - $50 million.

Commissioner Heyman asked County Manager Burgess to provide information on the total sum of all reductions necessary to balance the budget across all collective bargaining units as well as for those employees not represented by collective bargaining.

County Manager Burgess responded that this information was available and would be shared with the County Commission. He said efforts would focus on recurring costs and consistency across all units.

Commissioner Seijas noted the three unions present today (10/6) should indicate whether today's (10/6) date was acceptable to address the County Commission. This request was based upon her previous motion approved by the County Commission stating that the unions could request and set a mutually agreeable date for continuance with the Administration.

Commissioner Sorenson noted that based upon a review of the meeting's Webcast, a clarification was made by the Chairman that his preference would be for the unions to establish a mutually agreeable date; however, that was not the original motion.

Ms. Alma Gonzalez appeared before the County Commission. She said that she was authorized to speak on behalf of Local Unions 199, 1542 and 3292 and noted these unions had not agreed to appear today (10/6). Ms. Gonzalez noted that although the unions were in a period of insulation, they were not prohibited from communicating with commissioners on procedural issues such as the determination of a date; however, substantive issues could not be discussed. She said a favorable dialogue with County Manager Burgess and his staff to develop a responsible, responsive and respectful counter proposal had occurred. Ms. Gonzalez noted the unions had requested to address the County Commission on October 20, 2009; however, County Manager Burgess had suggested this discussion occur today (10/6).

Responding to Commissioner Sorenson about the rationale for the October 20th date, Ms. Gonzalez noted that sufficient information had not been provided by the County Manager's office until after 8:00 p.m. on Friday, October 2nd. She said that although the County Manager had accommodated requests for information, the ability to provide a responsive proposal to the County Commission in such a short period of time was not possible. Ms. Gonzalez said additional time was necessary in order to obtain internal consensus on the proposal.

Commissioner Sorenson reminded Ms. Gonzalez of the necessity to reach a timely resolution since employee salaries were impacted.

Ms. Gonzalez responded that these units specifically waived a hearing before a Special Master to prevent delay. She noted the unions were well aware of the economic situation and committed to ensuring the County, residents and employees' interests were considered. Ms. Gonzalez said the requested October 20th date certain took into consideration the urgency of these decisions.

County Manager Burgess responded to Commissioner Sorenson's inquiry regarding the rationale behind the October 20th date not being acceptable. He noted that time was money and he did not feel comfortable with anything other than dealing with the issue today (10/6).

Mayor Alvarez commented that the three unions waived a hearing before a Special Master and chose to appear directly before the County Commission. He spoke in support of the continuation request; believed the union issues could be addressed; and that a favorable relationship would continue.

In response to Commissioner Sorenson's inquiry regarding his earlier comments pertaining to resolution by the unions, Assistant County Attorney Kraftchick advised that a provision was included into the Pay Plan that exempt non-classifed employees would not be affected until issues were resolved with the unions. He further advised that should an agreement be established with the three unions on October 20th, it would apply to the exempt employees; however, would not have an immediate effect upon the other unionized employee groups.

Chairman Moss requested clarification whether agreement to proceed was necessary by a majority of unions or by any of the unions.

Assistant County Attorney Kraftchick responded he would need to review the exact language.

County Attorney Robert Cuevas clarified that specific language was included in Item F, Section 21, which read as follows: a pay rate set forth in 2008/2009 pay plan shall remain in effect until such time as the Board decides to place into effect the rates listed on the 2009/2010 pay plan. He said this meant that all payments would remain as is under last year's pay plan until the new proposed plan was amended.

It was moved by Commissioner Seijas that the foregoing proposed resolution be deferred to the October 20, 2009 County Commission meeting. This motion was seconded by Commissioner Diaz.

Commissioner Sosa expressed concern that delay in obtaining union consensus would impact employees.

Commissioner Gimenez expressed support for the deferral and the benefits of receiving input from the unions. He noted he was more interested in the bottom line of reducing the deficit and not necessarily through a five-percent pay reduction. Commissioner Gimenez said he did not believe conditions would improve next year and therefore would not support a union agreement requesting future pay increases.

Commissioner Diaz noted support for additional time so that the unions could

prepare their recommendations.

Commissioner Seijas clarified for the record that the motion for deferral was at the request of the three unions currently being discussed.

There being no further discussion, the County Commission by motion duly made, seconded and carried, voted to defer the foregoing proposed resolution to October 20, 2009.

9A6

092525 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199, GENERAL EMPLOYEES (Human Resources)

Withdrawn

Report: *See Agenda Item 9A6 Substitute; Legislative File No. 092711.*

9/15/2009 *Deferred by the Board of County Commissioners*

9A6 SUBSTITUTE

092711 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199, GENERAL EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092525] (Human Resources)

Deferred to October 20, 2009
Mover: Natacha Seijas
Seconder: Jose "Pepe" Diaz
Vote: 13- 0

9A7

092526 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3292, SOLID WASTE EMPLOYEES (Human Resources)

Withdrawn

Report: *See Agenda Item 9A7 Substitute; Legislative File No. 092712.*

9/15/2009 *Deferred by the Board of County Commissioners*

9A7 SUBSTITUTE

092712 **Resolution**

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3292, SOLID WASTE EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092526] (Human Resources)

Deferred to October 20, 2009
Mover: Natacha Seijas
Seconder: Jose "Pepe" Diaz
Vote: 13- 0

10 AUTHORITIES, BOARDS, COUNCILS AND TRUSTS

11 COUNTY COMMISSION

11A RESOLUTIONS

11A1

092611 **Resolution** **Sen. Javier D. Souto, Sally A. Heyman, Katy Sorenson, Rebeca Sosa, Dorrin D. Rolle, Audrey M. Edmonson**

RESOLUTION URGING CONGRESS TO PASS LEGISLATION PROVIDING FEDERAL REIMBURSEMENT TO JACKSON HEALTH SYSTEM AND OTHER HOSPITALS FOR UNDOCUMENTED IMMIGRANT HEALTH CARE

Adopted
Resolution R-1170-09
Mover: Audrey M. Edmonson
Seconder: Rebeca Sosa
Vote: 13- 0

11A2

091836 **Resolution** **Katy Sorenson**

RESOLUTION OPPOSING THE PLANNED ROUTE FOR FPL TRANSMISSION LINES ALONG U.S. 1; URGING FPL TO IDENTIFY ALTERNATE ROUTES OR CONSTRUCT TRANSMISSION LINES UNDERGROUND TO MINIMIZE THE ADVERSE IMPACTS ON COMMUNITIES ALONG U.S. 1

Carried over to October 8, 2009

Report: *Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error was corrected to reflect that this item was included in the carryover portion of the 7/21/2009 Board of County Commissioners meeting and was 4 Day Ruled on 7/23/2009; and was not deferred on 7/21/2009.*

6/30/2009	*Carried over by the Board of County Commissioners*
7/2/2009	*Deferred by the Board of County Commissioners*
7/14/2009	*Forwarded to the BCC by the BCC Chairperson without recommendation from the Budget, Planning and Sustainability Committee*
7/21/2009	*Carried over by the Board of County Commissioners*
7/23/2009	*4 Day Rule Invoked by the Board of County Commissioners*
9/1/2009	*Deferred by the Board of County Commissioners*

11A3

092426 **Resolution** **Bruno A. Barreiro**

RESOLUTION DIRECTING MAYOR OR HIS DESIGNEE AND OFFICE OF THE COUNTY ATTORNEY TO ENFORCE EXPRESSWAY SIGN ORDINANCE WITHIN MUNICIPALITIES

Deferred to October 20, 2009

Report: *Commissioner Barreiro asked that the County Commission be provided with a re-write to the Sign Ordinance in the future.*

There being no further questions or comments, the Commission deferred this proposed resolution to October 20, 2009.

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

11A4

092260 **Resolution** **Dennis C. Moss**

RESOLUTION AMENDING RESOLUTION NO. 379-09 TO DIRECT THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO COORDINATE WITH THE CHAIRPERSON OF THE TRANSIT, INFRASTRUCTURE AND ROADS COMMITTEE TO SCHEDULE ANNUAL TRANSIT MEETINGS AND INVITE INTERESTED PARTIES TO PARTICIPATE

Carried over to October 8, 2009

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

11A5

092555 **Resolution** **Katy Sorenson, Jose "Pepe" Diaz, Audrey M. Edmonson, Sally A. Heyman, Rebeca Sosa, Barbara J. Jordan, Sen. Javier D. Souto, Carlos A. Gimenez**

RESOLUTION DIRECTING THE COUNTY MAYOR TO PREPARE A PLAN TO ADDRESS THE PROBLEM OF WATER SHUT-OFF IN OCCUPIED MULTI-FAMILY BUILDINGS [SEE ORIGINAL ITEM UNDER FILE NO. 092250]

Adopted
Resolution R-1171-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation with committee amendment(s) from the Government Operations Committee*

11A6

092406 **Resolution** **Jose "Pepe" Diaz**

RESOLUTION DECLARING MISCELLANEOUS RADIO EQUIPMENT SURPLUS AND AUTHORIZING ITS DONATION TO THE CITY OF SWEETWATER POLICE DEPARTMENT

Adopted
Resolution R-1172-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

11A7

092455 **Resolution** **Sally A. Heyman**

RESOLUTION DECLARING ONE 2001 DODGE PASSENGER VAN SURPLUS AND AUTHORIZING ITS DONATION TO CHABAD LUBAVITCH OF NORTH MIAMI, INC.

Adopted
Resolution R-1173-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

11A8

092427 **Resolution** **Barbara J. Jordan**

RESOLUTION DECLARING ONE 2003 DODGE PICKUP SURPLUS AND AUTHORIZING ITS DONATION TO THE CAMILLE AND SULETTE MERILUS FOUNDATION, INC.

Adopted
Resolution R-1174-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

11A9

092407 **Resolution** **Dennis C. Moss**

RESOLUTION DECLARING ONE 1997 DODGE PASSENGER VAN SURPLUS AND AUTHORIZING ITS DONATION TO IGLESIA BAUTISTA ESTRELLA DE BELEN INC.

Adopted
Resolution R-1175-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

11A10

092242 **Resolution** **Katy Sorenson**

RESOLUTION DECLARING ONE 1999 CHEVY MINI-PASSENGER VAN SURPLUS AND AUTHORIZING ITS DONATION TO REDLAND TROPICAL GARDENS & BOTANICAL FOUNDATION, INC.

Adopted
Resolution R-1176-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC with a favorable recommendation from the Government Operations Committee*

11A11

092371 **Resolution** **Audrey M. Edmonson, Rebeca Sosa, Barbara J. Jordan, Sen. Javier D. Souto**

RESOLUTION ACCEPTING VARIOUS RECOMMENDATIONS OF THE FINAL REPORT OF THE MIAMI-DADE COUNTY GRAND JURY RELATED TO MORTGAGE FORECLOSURE CRISIS; DIRECTING THE MAYOR OR DESIGNEE TO IMPLEMENT THE ACCEPTED RECOMMENDATIONS RELATED TO MIAMI-DADE COUNTY TO THE EXTENT FEASIBLE GIVEN CURRENT BUDGET CONSTRAINTS

Adopted
Resolution R-1177-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

11A12

092546 **Resolution** **Audrey M. Edmonson, Sally A. Heyman, Rebeca Sosa, Barbara J. Jordan**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO ENHANCE PENALTIES FOR CRIMES COMMITTED IN A CHURCH, SYNAGOGUE, MOSQUE OR OTHER PLACE OF WORSHIP

Adopted
Resolution R-1178-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11A13

092475 **Resolution** **Rebeca Sosa, Sally A. Heyman**

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CEASE THE PURCHASE OF FURNITURE BY COUNTY DEPARTMENTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ADOPTION OF THIS RESOLUTION

Withdrawn

9/1/2009 *4 Day Rule Invoked by the Board of County Commissioners*

9/15/2009 *No Action Taken by the Board of County Commissioners*

11A13 SUPPLEMENT

092552 **Supplement**

SUPPLEMENTAL REPORT RE: MORATORIUM ON THE PURCHASE OF FURNITURE BY COUNTY DEPARTMENTS FOR A PERIOD OF ONE YEAR

Withdrawn

9/15/2009 *Not presented by the Board of County Commissioners*

11A14

092616 **Resolution** **Joe A. Martinez, Katy Sorenson, Barbara J. Jordan, Carlos A. Gimenez**

RESOLUTION URGING THE U.S. CONGRESS AND THE FLORIDA LEGISLATURE NOT TO PASS LEGISLATION THAT WOULD (I) PREEMPT LOCAL GOVERNMENTS FROM SUING ONLINE TRAVEL COMPANIES TO RECOVER UNPAID BED TAXES OR (II) ALLOW ONLINE TRAVEL COMPANIES TO AVOID PAYING BED TAXES ON THE RETAIL ROOM RATE PROSPECTIVELY

Adopted
Resolution R-1179-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11A15

092622 **Resolution** **Joe A. Martinez, Barbara J. Jordan**

RESOLUTION URGING FLORIDA LEGISLATURE AND GOVERNOR CHARLIE CRIST TO DO ALL THINGS NECESSARY AND PROPER TO ACCESS THE EDUCATION AND FISCAL STABILIZATION PORTION OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Adopted
Resolution R-1180-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11A16

092623 **Resolution** **Joe A. Martinez, Barbara J. Jordan**

RESOLUTION APPROVING THE ALLOCATION OF FY 2009-2010 DISTRICT DISCRETIONARY RESERVE FUNDS OF DISTRICT 11 AND ALLOCATION OF FY 2009-2010 DISTRICT 11 OFFICE BUDGET FUNDS

Withdrawn

Report: *(See Agenda Item 11A16 Substitute, Legislative File No. 092706)*

11A16 SUBSTITUTE

092706 **Resolution** **Joe A. Martinez, Barbara J. Jordan**

RESOLUTION APPROVING THE ALLOCATION OF UNEXPENDED FY 2008-2009 DISTRICT DISCRETIONARY RESERVE FUNDS OF DISTRICT 11 AND ALLOCATION OF FY 2009-2010 DISTRICT 11 OFFICE BUDGET FUNDS [SEE ORIGINAL ITEM UNDER FILE NO. 092623]

Adopted
Resolution R-1181-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11A17

092638 **Resolution** **Natacha Seijas, Barbara J. Jordan, Joe A. Martinez**

RESOLUTION EXPRESSING THE BOARD'S INTENT TO PARTICIPATE IN NATIONAL HISPANIC HERITAGE MONTH

Adopted
Resolution R-1182-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11A18

092640 **Resolution** **Carlos A. Gimenez, Rebeca Sosa**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO EXTEND THE STATUTORY DEADLINE FROM 2012 TO 2016 FOR REQUIRING FLORIDA COUNTIES TO CONVERT THE EXISTING AMERICANS WITH DISABILITIES ACT TOUCH SCREEN VOTING EQUIPMENT TO PAPER BALLOTS FOR VOTERS WITH DISABILITIES

Amended

Report: *(See Agenda Item 11A18 Amended; Legislative File No. 092818)*

11A18 Amended

092818 **Resolution** **Carlos A. Gimenez**

RESOLUTION URGING THE FLORIDA LEGISLATURE TO EXTEND THE STATUTORY DEADLINE FROM 2012 TO 2016 FOR REQUIRING FLORIDA COUNTIES TO CONVERT THE EXISTING AMERICANS WITH DISABILITIES ACT TOUCH SCREEN VOTING EQUIPMENT TO PAPER BALLOTS FOR VOTERS WITH DISABILITIES [SEE ORIGINAL ITEM UNDER FILE NO. 092640]

Adopted as amended
Resolution R-1183-09
Mover: Carlos A. Gimenez
Seconder: Joe A. Martinez
Vote: 10- 2
No: Jordan, Sorenson
Absent: Seijas

Report: *First Assistant County Attorney Abigail Price-Williams read the foregoing proposed resolution into the record.*

Mr. Lester Sola, Supervisor of Elections, Miami-Dade Elections Department, made a presentation pertaining to the State Statute requirement to convert touch screen voting equipment to accommodate paper ballots by January 1, 2012 in conformance with the Americans with Disabilities Act (ADA). He noted the conversion to a new voting system to make equipment accessible to all County voters would cost in excess of $7 million. Mr. Sola said the Florida State Association of Supervisors of Elections (Association) was requesting every County to take a position on whether they supported delaying equipment conversion from January 1, 2012 to January 1, 2016. He noted the delay was due to the lack of sufficient new developments in equipment and software that would accommodate all voters.

Mr. Sola said AutoMARK was the only viable new equipment on the market and it would easily integrate into Miami-Dade's current operations since it was manufactured by the County's current equipment vendor. He noted the current equipment captured and represented votes properly; however, enhancements to the equipment were desired. Mr. Sola said that the equipment being recommended as a solution was limited in that it did not serve the entire ADA community. He noted the equipment used paper ballots which were difficult for people with dexterity problems to handle. Mr. Sola said this approach was not a good solution; did not serve the entire community and that the County should encourage the Legislature to defer the conversion requirement. He said the County Commission had always supported the Elections Department budget to ensure fair and accurate elections. Mr. Sola noted that Miami-Dade County was committed to ADA compliance and the only County to ensure every polling location was ADA accessible at a cost of $3 million over the past four years. In conclusion, Mr. Sola reiterated that it was the Department's opinion that the equipment was not ready to serve the entire community.

It was moved by Commissioner Gimenez that this proposed resolution be adopted. The motion was seconded by Commissioner Martinez.

Commissioner Gimenez noted the recommendations made by Mr. Sola were valid. He also noted a conversation with Mr. Sola that a recommendation to the County Commission would be made to purchase equipment should new technology and equipment become available before the extended conversion deadline.

Commissioner Heyman noted her support for this item. She said that after the 2000 election, the State of Florida mandated that Counties utilize equipment selected by the State and that Miami-Dade County was still paying for this mandated conversion.

Mr. Sola noted the Elections Department still owed $10 million for the $13 million purchase of optical scanning equipment in 2004 and the $25 million purchase of touch screen voting equipment in 2002. He said that the federal government provided the State of Florida with $100 million funding in 2002 from which Miami-Dade County had received only $8 million. Mr. Sola noted the State presently had $67 million available from the original federal funding and Miami-Dade County was entitled an additional allocation.

Commissioner Heyman noted concern about the State once again changing the County's obligation for voting machines with a sole source provider

requirement. She said a mandate needed to be sent to Tallahassee that additional funding was needed to reimburse Miami-Dade County for previous State required elections equipment mandates. She also noted that an extension was necessary before any new requirements be required.

Commissioner Sorenson said the Commission on Disabilities Issues was not advised about this item. She suggested a deferral to allow the Commission's Advisory Board an opportunity to provide input.

Mr. Sola responded to Commissioner Sorenson's request for a deferral. He said he was not opposed to the deferral; however, noted the urgency that commissioners address the matter before October's State Legislative Committee meetings.

Commissioner Martinez spoke in support of touch screen voting machines and noted he did not believe it prudent to make quick purchase decisions.

Mr. Sola responded to Commissioner Souto's inquiry about the process. He noted that the Department continued to explore available options in the marketplace. Mr. Sola said that according to current legislation, the conversion deadline was January 1, 2012 and a capital expenditure of approximately $7 million would be required in FY 2010-11. He noted that the County would need to fund this allocation unless the State Legislature approved the extension request in its upcoming session.

Commissioner Souto asked Mr. Sola to update the Commission on voting systems so that efficient and effective future decisions could be made.

In response to Commissioner Rolle's inquiry regarding State funding, Mr. Sola said that the State withheld County funding since 2002 and that both public and private discussions with the Secretary of State pertinent to the release of these funds were held. Mr. Sola noted these funds were used for a statewide registration system consolidation and an endowment to fund voter registration and staffing through the year 2012. He noted that federal funding replaced monies being taken from the State's General Fund, rather than to pass those funds down to the counties. Mr. Sola also responded to Commissioner Rolle that this concern was included in the current year's legislative package in addition to inclusion for the previous two years. He noted the State did not release any funding last year due to financial difficulties. Mr. Sola indicated his support for the Association's request to delay new voting equipment purchase.

Commissioner Barreiro noted that the State continually required changes to the voting machines which generated business for a market that was cornered by only one or two providers.

Commissioner Sosa noted her support; however, she suggested a friendly amendment to the proposed resolution to read: "unless the State allocates the funding for this mandate."

Commissioner Gimenez said he would be willing to accept the amendment; however, he did not understand that this was solely a fiscal issue.

Mr. Sola responded to Commissioner Gimenez' inquiry as to whether this was a fiscal issue or the right action to take based upon limited technology and/or lack of vendors. He noted the primary concern was that the Department did not believe the equipment currently on the market served all County voters.

Mr. Sola said that although a fiscal concern existed, it was not driving the decision. He noted the Department did not recommend purchasing equipment which would not serve the needs of the community.

Commissioner Gimenez said that the amendment should read: "any mandate that would create additional expenses at the County level for additional equipment should be funded by the State."

Commissioner Sosa concurred with Commissioner Gimenez and requested that she be listed as a co-sponsor.

Chairman Moss expressed support for this proposal. He noted the importance of accommodating the ADA community and expressed concern that the sole voting machine on the market might not serve their needs.

Commissioner Sorenson requested the Commission on Disability Issues Chairperson provide his perspective on this issue.

Mr. Damian Gregory, Commission on Disability Issues Chairperson, spoke in opposition of this resolution. He noted its support would send a message that the disabled persons' vote did not count as much as anyone else's vote. Mr. Gregory said that all voters, irregardless of disability, needed to either have or not have a paper trail uniformly.

Upon being put to a vote, the County Commission adopted the foregoing proposed resolution as amended to provide that any mandate that would create additional expenses at the County level for additional equipment should be funded by the State.

11A19

092639 **Resolution** **Dorrin D. Rolle**

RESOLUTION APPROVING THE ALLOCATION OF FY 2009-2010 DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS ***Withdrawn***

Report: *See Agenda Item 11A19 Substitute; Legislative File No. 092708.*

11A19 SUBSTITUTE

092708 **Resolution** **Dorrin D. Rolle**

RESOLUTION APPROVING THE ALLOCATION OF FY 2005-2006, DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS [SEE ORIGINAL ITEM UNDER FILE NO. 092639]

Withdrawn

Report: *It was moved by Commissioner Diaz that the foregoing proposed resolution be adopted. This motion was seconded by Commissioner Heyman, and upon being put to a vote, passed by a vote of 12-0, (Commissioner Seijas was absent).*

Later in the meeting, Commissioner Rolle requested this proposed resolution be reconsidered in order to adopt Agenda Item 11A19 Substitute #2.

It was moved by Commissioner Rolle that the foregoing proposed resolution be reconsidered. This motion was seconded by Chairman Moss, and upon being put to a vote, passed by a vote of 13-0.

11A19 SUBSTITUE #2

092747 **Resolution** **Dorrin D. Rolle**

RESOLUTION APPROVING THE ALLOCATION OF FY 2005-2006 AND FY 2007-2008 DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS [SEE ORIGINAL ITEMS UNDER FILE NOS. 092639, 092708]

Adopted
Resolution R-1184-09
Mover: Dorrin D. Rolle
Seconder: Jose "Pepe" Diaz
Vote: 13- 0

11A20

092650 **Resolution** **Barbara J. Jordan**

RESOLUTION AMENDING THE FISCAL YEAR 2009-10 COUNTYWIDE GENERAL FUND BUDGET BY REMOVING APPROPRIATED FUNDING, REVENUE, EXPENDITURES AND POSITIONS FROM THE OFFICE OF COMMUNITY ADVOCACY AND APPROPRIATING SAME FUNDING, REVENUE, EXPENDITURES AND POSITIONS TO THE OFFICE OF THE CHAIR; AND RESCINDING ADMINISTRATIVE ORDER NO. 9-2 RELATING TO THE OFFICE OF COMMUNITY RELATIONS

Withdrawn

Report: *(See Agenda Item 11A20 Substitute, Legislative File No. 092734)*

11A20 Substitute

092734 **Resolution** **Barbara J. Jordan**

RESOLUTION DIRECTING COUNTY MAYOR OR HIS DESIGNEE TO PREPARE AN ORDINANCE AMENDING THE FISCAL YEAR 2009-10 COUNTY BUDGET BY REMOVING APPROPRIATED FUNDING, REVENUE, EXPENDITURES AND POSITIONS FROM THE OFFICE OF COMMUNITY ADVOCACY AND APPROPRIATING SAME FUNDING, REVENUE, EXPENDITURES AND POSITIONS TO THE OFFICE OF THE CHAIR AND AMENDING THE CODE OF MIAMI-DADE COUNTY TO EFFECTUATE THE FOREGOING; AND RESCINDING ADMINISTRATIVE ORDER NO. 9-2 RELATING TO THE OFFICE OF COMMUNITY RELATIONS [SEE ORIGINAL ITEM UNDER FILE NO. 092650]

Withdrawn

Report: *Commissioner Jordan noted this resolution directed the County Mayor to prepare an ordinance amending the FY 2009-10 County Budget and removing appropriated funding, revenues, expenditures and positions from the Office of Community Advocacy (OCA) and transferring this responsibility to the Office of the Chair. She said that although discussion occurred during the budget process, this suggestion made by the County Manager was never voted upon. Commissioner Jordan noted the motion that was voted upon was her motion to move a line item that would place the Civil Rights Commission back into the OCA.*

It was moved by Commissioner Jordan that this proposed resolution be adopted. This motion was seconded by Commissioner Edmonson.

Commissioner Diaz distributed a memorandum related to his review of advisory boards pursuant to Chairman Moss' request. He noted the goal was to reduce the total number of boards while maintaining their functions and autonomy. Commissioner Diaz suggested the elimination of the Executive Director and Assistant Director positions and only one representative remain associated with each of the five Community Advocacy Boards: Asian-American Advisory Board, Black Affairs Advisory Board, Commission for Women, Community Relations Board, and the Hispanic Affairs Advisory Board.

Chairman Moss expressed his desire for the Boards being placed under the Office of the Chair; however, he noted resources would be necessary.

Commissioner Sorenson supported the placement of the OCA under the Office of the Chair. She requested information on the number of positions and the allocated funding.

Dr. Larry Capp, Executive Director, Office of Community Advocacy, responded the OCA currently had two budgeted positions; the Community Advocacy Boards had six positions and the Commission for Human Rights had four positions.

Commissioner Heyman supported shifting OCA to the Office of the Chair to achieve consolidation of resources, financial efficiencies, and oversight; however, noted a reduction of their $2,609,009 salary allocation for 21 positions was necessary.

Commissioner Jordan noted the foregoing proposed resolution was not dealing with positions and was only recommending that OCA and its resources be moved from the County Manager's Office to the Office of the Chair.

Commissioner Heyman said that Item 11A20 Substitute directed the County Manager to prepare an ordinance amending the FY 2009-10 budget by removing appropriated funding, revenues, expenditures and positions from the OCA and appropriating same to the Office of the Chair. She noted support for consolidation and efficiency savings; however, financial reductions were necessary in addition to changes in departmental responsibility.

Commissioner Martinez noted there was a difference between positions reporting to the Mayor and the Office of the Chair and proceeded to ask Assistant County Attorney Geri Bonzon-Keenan a series of questions.

Assistant County Attorney Keenan responded to Commissioner Martinez that

the Mayor was the only person who could hire or fire employees and determine salaries for exempt employees pursuant to the County Charter. She further indicated that the County Commission would have authority to make personnel decisions for the OCA positions upon their transfer to the Office of the Chair. In response to Commissioner Martinez' inquiry whether the County Commission or the Office of the Chair had authority to make personnel decisions for the Office of Commission Auditor (CA) and for the Office of Intergovernmental Affairs (OIA), Assistant County Attorney Keenan advised that according to County Code, these Offices were under the purview of the County Commission. She indicated that the ordinance which would come before the County Commission for consideration would be drafted accordingly.

Chairman Moss suggested that the OCA adhere to the same procedures as the CA and OIA.

Commissioner Martinez noted he was not concerned about the OCA being under Chairman Moss' leadership; however, he was concerned about excessive salaries and benefits for OCA staff and the elimination of front line workers.

Commissioner Souto suggested a Blue Ribbon Committee be established to review salary structures, noting that County salaries were high in comparison to salaries at the State of Florida. He also noted his opposition to employee layoffs. Commissioner Souto said the Asian-American Board was needed to support continued relationships with the Asian continent.

Mr. Shawn Khosravi, Chairperson, Asian-American Advisory Board, noted the local Asian community consisted of approximately 250,000 people and the Board's continued existence was essential based upon today's economic uncertainty. He said that Mr. Mohammad Shakir, Board Program Officer, had a unique cultural understanding of the Asian community which could not be replaced or delegated and that he was well connected in the community. Mr. Khosravi noted pursuant to a memorandum dated August 27, 2009, it was his understanding that all Boards would remain intact with their Program Officers and the Boards would be transferred to the Office of the Chair. He referenced a memorandum on September 3, 2009 which attested the same information and noted on September 18, 2009, the Board was notified by the Executive Director that all Program Officer positions were restored by the County Commission. Mr. Khosravi noted he was advised this week that these positions were no longer being funded. He said that the Executive Director had never attended any meetings over the past three years and was not a key component in the function of the Board since it was operated by the Program Officer. Mr. Khosravi asked that Mr. Shakir's position be maintained and that funding not be redirected to save other unrelated staffing.

Commissioner Souto noted that changes were necessary and that these changes must be fair and reasonable.

Commissioner Sosa noted salary and equity issues among advisory boards needed to be fully evaluated. She said that no one should be fired from their current positions until the County Commission made a decision. Commissioner Sosa noted she would support the OCA transfer to the Office of the Chair once the system was addressed. She said the County Commission needed to be fair to the County's multi-cultural community and allow representation from all components.

Chairman Moss noted that Commissioner Seijas had presented an ordinance for first reading to address salary issues and that the County Commission needed to evaluate these pay plan issues. He said it would be inappropriate to focus upon salary issues today (10/6).

County Manager George Burgess clarified Commissioner Gimenez' understanding of the OCA's $820,000 budget with six employees. He noted that four positions were eliminated and transferred to Fair Employment functions in the Office of Civil Rights bringing the total to ten as directed by the County Commission at the second budget hearing.

Commissioner Gimenez noted that too much money was being spent to support the activities of boards which met monthly and it was not necessary for an Executive Director who supervised only five employees. He supported bringing OCA under the Office of the Chair at a reduced $400,000 budget.

Mr. Mario Artecona, Chairperson, Community Relations Board, expressed support for placing OCA under the Office of the Chair since the Board served in an advisory capacity to the County Commission. He also requested support for full staffing, noting that much work was conducted outside of the monthly meetings.

In response to Commissioner Sorenson's request for clarification on the total budget allocation for OCA, Ms. Jennifer Glazer-Moon responded that it was approximately $1.1 million.

Commissioner Sorenson said the process and structure for the OCA needed to be determined by the County Commission. She noted she would like to review Commissioner Diaz' proposal when presented. Commissioner Sorenson welcomed suggestions on methods to maintain positions without appropriate funding.

County Manager Burgess responded to Commissioner Sorenson's inquiry that a combination of nine exempt positions and one classified position existed in the OCA.

Commissioner Diaz noted support for Commissioner Jordan's proposal; however, he expressed concern that layoff notifications were already distributed without the County Commission's vote. He said he was developing a resolution to resolve the Advocacy Board issue with Administration's cooperation; however Administration had begun initiating changes without the Commission's involvement.

Ms. Glazer-Moon responded to Commissioner Diaz that $4 million dollars had been saved due to adjustments to Advocacy Board support funding over the past couple of years.

Commissioner Diaz suggested maintaining the Advocacy Board direct services and removing the administrative component. He noted that he did not have a problem with Commissioner Jordan bifurcating her proposal and bringing one section forward; or placing the Commission for Human Rights under the Office of the Chair.

Commissioner Jordan noted that during the budget process, she raised the issue about the recommendation in the budget book for elimination of the four Program Officer positions. She said each of these Advisory Boards were deeply involved in the community and had significantly contributed to

community needs beyond one monthly meeting. Commissioner Jordan noted her proposal was based upon the County Manager's recommendation that these Boards be placed under the Office of the Chair. She noted the Commission had discussed this placement; however, did not vote on the recommendation. Commissioner Jordan indicated that the Program Officers performed an outstanding job and it was in the County's interest to restructure and retain these positions.

County Manager Burgess responded to Commissioner Jordan's inquiry that termination notices had been provided to affected employees based upon the budget adopted by the County Commission.

Commissioner Jordan recommended the issue be bifurcated. She said that a vote for this item would place OCA in the Office of the Chair and remove it from the County Manager. She noted it was in the County Commission's purview to address the employment continuation concerns.

Commissioner Edmonson noted her understanding that the County Commission had previously voted to keep the OCA Boards intact under the Office of the Chair. She said that OCA employees should not be singled out over salary discussions and there was no difference between them and any other County employee. Commissioner Edmonson noted that Dr. Capp and OCA employees were actively involved in addressing community issues and also advocated for the community in Washington. She noted her support for this resolution.

Commissioner Diaz said he understood and respected the work performed by these Boards. He noted it was his intention for each Board to have its own Program Officer position. Commissioner Diaz indicated support for the OCA's placement under the Office of the Chair with funding; however, he did not support OCA layoffs in lieu of other administrative layoffs.

County Manager Burgess responded to Commissioner Diaz' inquiry that although input was obtained from Mr. Capp, the recommendation for OCA reductions and CRB support for all Boards was proposed by the County Mayor.

Commissioner Diaz said that he could not support the motion as presented and was opposed to removing direct service to add to administration. He noted he would return to the County Commission with an ordinance under his sponsorship that would place the OCA in the Office of the Chair under the terms as proposed by the County Commission.

Commissioner Seijas noted there might be a solution through her proposed ordinance and that she did not believe the OCA under the Office of the Chair would provide any additional funding other than the present $1.91 million allocation.

Chairman Moss noted he believed the appropriate process to deal with salary issues was to allow Commissioner Seijas' proposal to proceed and allow the Performance and Efficiency Commission to address these issues. He said the focus should be on developing a sustainable pay plan policy designed to treat all County employees equally.

Commissioner Barreiro noted his support for funding the Program Officer positions. He said these staffing issues required immediate attention and supervision issues could be addressed later.

Commissioner Rolle said he did not see any advantage of these positions being transferred to the Office of the Chair without adequate funding. He also said that he did not support salary issues being the focus of today's decision and the focus should be upon the benefits which the Program Officers provide to the community.

Commissioner Souto noted this was a moment of crisis and tough decisions needed to be made.

Commissioner Sosa supported Chairman Moss' suggestion to adhere to a process and also noted support for Commissioner Jordan's proposal. She said the transfer to the Office of the Chair needed to be made with proper funding and an appropriate structure. Commissioner Sosa noted that Commissioner Seijas would be evaluating salaries and pay scales. She said that she would be evaluating all departments and advisory boards through the Performance and Efficiency Committee. Commissioner Sosa noted efforts needed to be initiated today to work on next year's budget.

Commissioner Martinez noted that nothing could be done about salaries for employees under the County Mayor's purview. He supported transferring Program Officers positions to the Office of the Chair along with the current budget being placed into a reserve account and additional administrative issues being resolved later.

Mr. Didier "D.J." Fabien, Chair, Black Affairs Advisory Board, responded to Commissioner Martinez' inquiry that the Board could not function without its Program Officer position.

Commissioner Martinez said that without Program Officers, these Advisory Boards could not continue providing the community with essential services. He noted the transfer of these positions to the Office of the Chair was necessary to continue providing community services.

Chairman Moss noted that supervision and coordination support was needed.

Commissioner Martinez indicated that the Program Officer positions were essential to the Boards' operations and the addition of a secretary would provide needed support.

Commissioner Diaz said that $92,000 remained in the budget should Chairman Moss require administrative support.

Commissioner Martinez requested an explanation for the variations in fringe benefit payments received by employees.

County Mayor Alvarez requested and Commissioner Jordan concurred that this foregoing proposed resolution be withdrawn.

Commissioner Diaz asked Administration to reinstate the three terminated employees until the issue was resolved.

Chairman Moss said additional funding was necessary to reinstate these employees and a decision would be necessary to allocate these funds from another area.

Mayor Alvarez said that employment decisions were already made in

Executive Sessions and a determination of a funding source would be necessary to reinstate these positions.

Chairman Moss reiterated that the Performance and Efficiency Committee under the direction of Commissioner Seijas needed to fully evaluate salary and pay plan issues.

It was moved by Commissioner Martinez to extend the meeting. This motion was seconded by Chairman Moss and upon being put to a vote, passed by a vote of 13-0.

Commissioner Sorenson reiterated that 669 employees had received termination notices as a result of the Commission's decision.

Commissioner Barreiro noted he was aware there were current layoffs and would be more next year. He said that a decision needed to be made on this issue at the upcoming County Commissioners meeting of October 20, 2009. Commissioner Barreiro noted he would not support the current FY2009-10 budget structure as proposed.

There being no further discussion, Commissioner Jordan withdrew the foregoing proposed resolution.

11A21

092652 **Resolution** **Barbara J. Jordan, Audrey M. Edmonson**

RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO $450,000 TO FUND THE INDEPENDENT REVIEW PANEL FOR FISCAL YEAR 2009-10 AND TO REPORT FINDINGS TO THE BOARD ***Amended***

11A21 Amended

092819 **Resolution** **Barbara J. Jordan, Audrey M. Edmonson**

RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO $450,000 TO FUND THE INDEPENDENT REVIEW PANEL FOR FISCAL YEAR 2009-10 AND TO REPORT FINDINGS TO THE BOARD [SEE ORIGINAL ITEM UNDER FILE NO. 092652]

Adopted as amended
Resolution R-1185-09
Mover: Barbara J. Jordan
Seconder: Audrey M. Edmonson
Vote: 11- 1
No: Souto
Absent: Diaz

Report: *Commissioner Jordan, sponsor, provided an overview of the foregoing proposed resolution to identify funds in an amount equal to $450,000 to fund the Independent Review Panel (IRP) which would include four budgeted positions for FY 2009-10. She noted funding alternatives may include use of the Countywide Contingency Reserve as well as any other available fund which the Mayor deemed appropriate.*

Commissioner Sorenson suggested a funding source be expeditiously identified to assist preventing employee layoffs.

County Mayor Carlos Alvarez said over 600 termination notices had been distributed. He noted that a funding source would be identified if directed by the County Commission.

Commissioner Sorenson noted her support for the IRP; however, said that employees would be taking an unpaid furlough should this item require 30 days to resolve. She said that reallocating funding to the IRP would affect the jobs of other employees.

Commissioner Seijas indicated the structure might be top heavy and functions could possibly be served by secretaries or investigators.

Assistant County Attorney Geri Bonzon-Keenan responded to Commissioner Seijas' inquiry that the IRP could be placed under the Office of the Chair.

Commissioner Seijas said she supported the placement of additional departments under the Office of the Chair. She noted an IRP structure modification that would make it more feasible and less expensive would be an alternative. Commissioner Seijas said she would like to review IRP employee salaries.

Mayor Alvarez said the IRP was an independent board which did not report to the Mayor. He clarified that the $450,000 IRP funding would be restored and taken from other budgeted accounts upon the County Commission's direction.

Commissioner Seijas indicated that she would follow Commissioner Jordan's lead.

Commissioner Sosa noted support for Commissioner Jordan's IRP restoration request.

Ms. Jennifer Glazer-Moon, Budget Director, responded to Commissioner Sosa's request pertaining to IRP staffing. She noted that the FY 2009-10 proposal did not include any IRP funding and four positions would be considered should there be a restoration.

Commissioner Sosa noted the IRP had travel expenses and contractual employee salaries included in their budget. She asked for a review of every line item in the IRP's operating budget to identify any potential savings.

Commissioner Rolle indicated support for directing Administration to identify IRP funding; however, noted caution over potential CBO failures as a result of funding reductions due to the established millage rate.

In response to Commissioner Gimenez' request for clarification as to the intent of this resolution, Commissioner Jordan responded that it directed the Mayor and Manager to review options including the Contingency Reserve

Fund and to return within 30 days with alternatives to be considered by the County Commission.

Commissioner Barreiro suggested that the County Commission consider the recommendation that the IRP be transferred to the Office of the Chair when the resolution was submitted for reconsideration.

Commissioner Jordan concurred with conducting a study of the IRP and addressing whether the IRP should be should be transferred to the Office of the Chair.

Commissioner Souto noted there were more important funding needs and he would not support this resolution.

There being no further discussion, the County Commission adopted the foregoing proposed resolution as amended to include conducting a study and recommending whether the IRP should be transferred to the Office of the Chair.

11A22

092725 **Resolution** **Carlos A. Gimenez, Jose "Pepe" Diaz**

RESOLUTION URGING THE FLORIDA LEGISLATURE, GOVERNOR CHARLIE CRIST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO REALLOCATE REVENUE GENERATED FROM THE 95 EXPRESS PROJECT IN MIAMI-DADE COUNTY TO DISTRICT SIX TO BE USED TOWARD IMPLEMENTING THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX WORK PROGRAM IN MIAMI-DADE COUNTY

Adopted
Resolution R-1186-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

11B ADDITIONAL BUDGET ALLOCATIONS

11C REPORTS

12 COUNTY MANAGER

12A1

092566 **Resolution**

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE, SUBJECT TO THE APPROVAL OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, TO EXECUTE A SETTLEMENT AGREEMENT AND PAYMENT IN THE AMOUNT OF $3,380.00 TO RESOLVE THE FAIR HOUSING COMPLAINT OF JULIO ORTIZ FUENTES (County Manager, County Attorney)

Adopted
Resolution R-1187-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

12A2

092551 **Resolution**

RESOLUTION APPROVING THE SETTLEMENT AGREEMENT TO RESOLVE ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF THE LAWSUIT BETWEEN CORELAND CONSTRUCTION CORPORATION AND MIAMI-DADE COUNTY, CIRCUIT COURT CASE NO. 07-39959 CA 27, IN THE AMOUNT OF $238,909.20, RELATING TO ROOF REPLACEMENT AND WATERPROOFING AT BUILDING 845 MIA, 5600 NW 36 STREET, CICC 7360-0/08, RFQ NO. 0207-597751R; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT, SUBJECT TO APPROVAL OF THE COUNTY ATTORNEY AS TO LEGAL SUFFICIENCY (County Manager, County Attorney)

Adopted
Resolution R-1188-09
Mover: Rebeca Sosa
Seconder: Dennis C. Moss
Vote: 12- 0
Absent: Seijas

12B1

092469 **Report**

ELDERLY PEDESTRIAN SAFETY ADVISORY COMMITTEE RECOMMENDATIONS (County Manager)

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

13 COUNTY ATTORNEY

13A1

092533 **Resolution**

RESOLUTION AUTHORIZING CERTAIN SETTLEMENT IN COUNTY EMINENT DOMAIN PROCEEDINGS BY COUNTY ATTORNEY IN THE AMOUNT OF $22,629.55 IN CONNECTION WITH THE ACQUISITION OF LAND FOR THE RIGHT-OF-WAY NEEDED FOR IMPROVEMENTS TO THE NW 72ND AVENUE FROM NW 74TH STREET TO OKEECHOBEE ROAD, STATE ROAD NO. 25 IN MIAMI–DADE COUNTY, FLORIDA (County Attorney)

Adopted
Resolution R-1189-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

14 ITEMS SUBJECT TO 4-DAY RULE

14A1

092277 **Resolution**

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AMENDMENT TWO TO LIMITED REIMBURSABLE AGREEMENT BETWEEN THE FEDERAL AVIATION ADMINISTRATION (FAA) AND MIAMI-DADE COUNTY UNDER WHICH THE COUNTY SHALL PAY THE FAA $690,879.75 FOR THE FAA'S RELOCATION OF CERTAIN NAVIGATIONAL AIDS SYSTEMS AT THE AIRPORT IN CONJUNCTION WITH THE COMPLETION OF CONCOURSE J; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH AMENDMENT TWO AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF (Aviation Department)

Carried over to October 8, 2009

14A2

092419 **Resolution**

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING RETROACTIVE LEASE AGREEMENT FOR HANGAR BUILDING 3095 BETWEEN MIAMI-DADE COUNTY AND AMERICAN AIRLINES, INC., ("AA") EFFECTIVE AS OF JANUARY 1, 2008 AND EXTENDING FOR A FIVE-YEAR TERM; APPROVING SETTLEMENT BETWEEN THE COUNTY AND AA OF THE RENT DISPUTE ARISING UNDER THE PRIOR LEASE AGREEMENT FOR BUILDING 3095 AND CONFIRMING THAT NO RENT PAYMENTS OTHER THAN THE RENT PAYMENTS MADE BY AA UNDER THE PRIOR LEASE AGREEMENT ARE OWING FOR AA'S USE OF BUILDING 3095 UP THROUGH DECEMBER 31, 2007, WITH AA HAVING THE OBLIGATION TO COMMENCE PAYING RENT AS OF JANUARY 1, 2008 FOR BUILDING 3095 IN ACCORDANCE WITH THE TERMS OF THE NEW LEASE AGREEMENT; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SUCH LEASE AND ALL OTHER DOCUMENTS NECESSARY TO PLACE THIS RESOLUTION INTO EFFECT AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF (Aviation Department)

Carried over to October 8, 2009

15 CLERK OF THE BOARD

15B REPORTS

15B1

092605 **Report**

PROPOSED PUBLIC HEARING DATES FOR ORDINANCES SUBMITTED FOR FIRST READING ON OCTOBER 16, 2009 (Clerk of the Board)

Accepted as amended

Report: *The foregooing proposed report was accepted as amended to set the public hearing date for Agenda Item 4J for November 4, 2009.*

15B2

092606 **Report**

COUNTY COMMISSION MINUTES FOR APPROVAL BY THE BOARD
MAY 21, 2009 (ZONING MEETING)
JUNE 18, 2009 (ZONING MEETING (Clerk of the Board)

Approved
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

15B3

092607 **Report**

PROPOSED BOUNDARY CHANGE TO THE CITY OF DORAL (Clerk of the Board)

Carried over to October 8, 2009

15B4

092608 **Report**

CERTIFICATE OF COUNTY CANVASSING BOARD FOR HAMMOCK LAKES SECURITY GUARD SPECIAL TAXING DISTRICT ELECTION HELD ON SEPTEMBER 15, 2009 (Clerk of the Board)

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

15B5

092609 **Report**

CERTIFICATE OF COUNTY CANVASSING BOARD FOR HIGHLAND RANCH ESTATES SECURITY GUARD SPECIAL TAXING DISTRICT ELECTION HELD ON SEPTEMBER 15, 2009 (Clerk of the Board)

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

15B6

092610 **Report**

CERTIFICATE OF COUNTY CANVASSING BOARD FOR KEYSTONE POINT SECURITY GUARD SPECIAL TAXING DISTRICT ELECTION HELD ON SEPTEMBER 15, 2009 (Clerk of the Board)

Accepted
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

15C COUNTY ADVISORY BOARD APPOINTMENTS

15D COUNTY ADVISORY BOARD APPOINTMENTS BY BALLOT

15E MAYOR'S REQUEST FOR ALLOCATIONS FROM DISCRETIONARY OR IN-KIND RESERVE FUNDS

16 ITEMS SCHEDULED FOR THURSDAY

16A SPECIAL PRESENTATIONS (Scheduled for 8:00 am)

16A1

092521 **Service Awards** **Dennis C. Moss**

SERVICE AWARD PRESENTATIONS: ***Presented***

JUANA M. DUFF - AVIATION (30 YEARS)
ARLENE A. GRACE - MDHA (35 YEARS)
WILLIE C. WELLS - PARKS (35 YEARS)
PIERRE G. TEIFORT - WASD (35 YEARS)

9/15/2009 *Deferred by the Board of County Commissioners*

16A2

092631 **Commendation** **Dennis C. Moss**

PRESENTATION OF A COMMENDATION TO AMIR RASUL, JR ***Presented***

16A3

092633 **Service Awards** **Dennis C. Moss**

SERVICE AWARD PRESENTATIONS: ***Presented***

MARIA C. ROBAU - COUNTY EXECUTIVE OFFICE - 35 YRS.
GUILLERMO GALLO - DERM - 35 YRS.
ESTHER REYES VALDES - G.S.A.- 30 YRS.
ANNE B. HODGE - NEIGHBOR. COMPLIANCE - 30 YRS
ALEXANDER G. CANN, JR. - PARKS - 35 YRS.

16A4

092655 **Proclamation** **Carlos A. Gimenez**

PROCLAMATION FOR CITY OF MIAMI FIRE CHIEF MAURICE L. KEMP ***Presented***

16A5

092656 **Certificate of Appreciation** **Audrey M. Edmonson**

CERTIFICATES OF APPRECIATION TO THE MMAP OVERSIGHT AND INTERIM BOARD ***Withdrawn***

16A6

092657 **Special Presentation** **Jose "Pepe" Diaz**

PRESENTATION OF A $25,000 CHECK TO THE AMERICAN FRATERNITY TO ASSIST CHILDREN OF DEPORTED PARENTS ***Presented***

16B ZONING AGENDA (Scheduled for 9:30 a. m.)

18 RATIFICATION

18A DEPARTMENT RESOLUTIONS

18A1

092459 **Resolution**

RESOLUTION RATIFYING THE MAYOR OR MAYOR'S DESIGNEE'S ACTION OF SUBMISSION OF AN APPLICATION FOR AND ACCEPTANCE OF FUNDS IN THE AMOUNT OF $731,850 FROM THE ENVIRONMENTAL PROTECTION AGENCY'S RECOVERY ACT 2009 NATIONAL CLEAN DIESEL FUNDING ASSISTANCE PROGRAM; AUTHORIZING THE COUNTY MAYOR, MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR, TO RECEIVE, EXPEND, AND EXECUTE SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY'S OFFICE AS REQUIRED; AUTHORIZING THE MAYOR, MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSIT DIRECTOR TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE UNDER THE PROGRAM (Miami-Dade Transit Agency)

Adopted
Resolution R-1190-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Transit, Infrastructure & Roads Committee*

18A2

092480 **Resolution**

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION TO APPLY FOR, RECEIVE AND EXPEND RECOVER ACT (ARRA) UNITED STATES ENVIRONMENTAL PROTECTION AGENCY PROGRAM FUNDS; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE SUCH CONTRACTS, AGREEMENTS, AND MEMORANDA OF UNDERSTANDING, AND AMENDMENTS AFTER APPROVAL BY THE COUNTY ATTORNEY; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE (County Manager)

Adopted
Resolution R-1191-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

9/8/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Budget, Planning and Sustainability Committee*

18A3

092430 **Resolution**

RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION OF AMENDING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; TO IMPLEMENT THE FLORIDA HOMEBUYER OPPORTUNITY PROGRAM (FL HOP); AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ACCEPT ALL ADDITIONAL FUNDS MADE AVAILABLE TO CARRY OUT THE CONDITIONS OF THE PROGRAM PURSUANT TO THE PLAN, AND PROVIDING AN EFFECTIVE DATE; THE MAYOR OR THE MAYOR'S DESIGNEE, IN ACCORDANCE WITH RESOLUTION NO. R-974-09, SHALL RECORD IN THE PUBLIC RECORD ALL EXECUTED DEEDS, MORTGAGES, COVENANTS OR ANY DOCUMENTS CREATING OR RESERVING A REAL PROPERTY INTEREST IN FAVOR OF THE COUNTY PURSUANT TO RESOLUTION NO. R-974-09 INCLUDING PROVIDING COPIES OF ALL RECORDED DOCUMENTS TO THE CLERK OF THE BOARD WITHIN THIRTY DAYS OF EXECUTION; AND DIRECTING THE CLERK OF THE BOARD TO ATTACH AND PERMANENTLY STORE A RECORDED COPY OF ANY INSTRUMENT PROVIDED IN ACCORDANCE HEREWITH TOGETHER WITH THIS RESOLUTION (Office of Community and Economic Development)

Adopted
Resolution R-1192-09
Mover: Jose "Pepe" Diaz
Seconder: Sally A. Heyman
Vote: 12- 0
Absent: Seijas

Report: *Pursuant to the County Manager's Changes Memorandum, a Scrivener's Error was corrected to reflect that this item was reduplicated to include Exhibit 1 which was inadvertently not printed.*

9/9/2009 *Forwarded to BCC without recommendation by BCC Chairperson due to meeting cancellation from the Housing & Community Development Committee*

18B COUNCILS AND AUTHORITIES RESOLUTIONS

18C COUNTY MANAGER RESOLUTIONS

18D CONTRACTS

101286 **Report**

NON-AGENDA ITEMS

Report:

1. Commissioner Seijas welcomed the Honorable Sergio Daniel Urribarri, Governor of the Province of Entre Rios, Argentina and Delegation to Miami-Dade County. She noted Entre Rios was a northeastern province of Argentina with an economy mostly dependent upon agriculture.

Governor Urribarri said it was his pleasure to be in Miami; a community which accepted millions of Latin Americans in the last two years and treated them very well. He introduced the following Delegation members: Santiago Gaitan, Province Senator; Jose Orlando Caceres, Vice-President of Province Chamber of Deputies; Gustavo Bordet, Mayor of Concordia; Ricardo Troncoso, President, Opposition Group of Province Mayors for the City of Macia; Carlos Galuccio, Chairman of the Industrial Union; Gabriel Bourdin, President of the Entrepreneurial Council; Pablo Zarate, Secretary of Foreign Relations; and Andres Butta, vintage car and airplane manufacturer. He noted that other Delegation members were not in attendance and were participating in other business meetings. Governor Urribarri noted the main objective of the visit was to establish American business relationships that would assist the Province conquer the world markets.

Chairman Moss welcomed Governor Urribarri and the Delegation on behalf of the County, and spoke about creating future partnerships. He acknowledged Commissioner Seijas and the International Trade Consortium (ITC) for their coordination of this visit.

Commissioner Diaz expressed his appreciation (in Spanish) to Governor Urribarri for the exchange of trade and said that he was always welcome to Miami-Dade County with open arms.

Commissioner Sorenson noted she had a wonderful time during her recent trip to Argentina.

Commissioner Sosa welcomed (in Spanish) Governor Urribarri and noted the importance of developing both business and social relationships with Argentina.

Governor Urribarri mentioned the warm welcome and professional assistance received from Mr. Tony Ojeda, ITC Executive Director.

Chairman Moss said the ITC and other groups promoting these relationships were important to the County. He noted the importance of maintaining cooperative relationships with the Argentinean Delegation.

2. Commissioner Seijas expressed her apologies to Chairman Moss and members of the County Commission on behalf of the Town of Miami Lakes for the inappropriate comments made by one of its councilmen regarding Liberty City and Nicaraguan women.

3. Chairman Moss announced that the Comprehensive Development Master Plan (CDMP) Hearing was scheduled for Wednesday, October 7, 2009 at 9:30 a.m. to consider final action of the October 2008 cycle. He noted Item No. 1 had been withdrawn by the applicant; therefore the County Commission would only consider Item No. 1B. Chairman Moss said this application had been filed by the Aviation Department to revise the text in the CDMP Aviation Subelement and replace Airport land use maps before airports with revised maps. He noted that Mr. Jose Abreu, Aviation Director, would be out-of-town on this day (10/7) and suggested that this hearing be rescheduled to Thursday,

October 8, 2009, in conjunction with the previously scheduled Commission's Special Presentations and Zoning Hearing. Chairman Moss indicated that should a quorum not be present for the CDMP hearing scheduled for October 7, 2009 within the time provided by the Miami-Dade County Code, he would announce the Hearing would be moved to Thursday, October 8, 2009 at 9:30 a.m. in the Commission Chambers.

19 ADJOURNMENT

Report: *Chairman Moss asked for a motion to recess today's meeting until Thursday, October 8, 2009.*

It was moved by Commissioner Sosa to recess today's meeting until October 8, 2009. This motion was seconded by Commissioner Barreiro, and upon being put to a vote, passed by a vote of 13-0.

Dennis C. Moss, Chairman

ATTEST: HARVEY RUVIN, CLERK

By: Diane Collins, Acting, Deputy Clerk

Board of County Commissioners'
REGULAR MEETING
October 6, 2009

Prepared by: Judy Marsh

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	10/06/09		Order of the Day
2	10/06/09		Changes Memorandum
3	10/06/09	2B1	Approval of Departmental Agenda Items
4	10/06/09	4I	Ord. Amending Code Relating to Support for Advisory Boards
5	10/06/09	4K Sub	Ord. Amending 2009-2010 Pay Plan
6	10/06/09	6B2	Memo from Chairman Moss re: 2009-2010 CBO Funding Process
7	10/06/09	6B2	Memo from Commission Auditor re: Alternatives to Pay Cut Strategies
8	10/06/09	8A1A	Reso. re: Non-Exclusive Telecommunications & Network Services Agreement
9	10/06/09	8A1A Supp	Supplemental Info. re: Non-Exclusive Telecommunications & network Services Agreement
10	10/06/09	8K1A & 8K1B	Supplemental Info. re: Hurricane Disaster Recovery Round 1 and 2
11	10/06/09	8M1A	Reso. re: Safe Neighborhood Parks Bond Grant Program
12	10/06/09	9A5	Reso. re: Bargaining Impasse with AFSCME Local 1542
13	10/06/09	9A5 Sub	Reso. re: Bargaining Impasse with AFSCME Local 1542
14	10/06/09	9A6	Reso. re: Bargaining Impasse with AFSCME Local 199
15	10/06/09	9A6 Sub	Reso. re: Bargaining Impasse with AFSCME Local 199
16	10/06/09	9A7	Reso. re: Bargaining Impasse with AFSCME Local 3292
17	10/06/09	9A7 Sub	Reso. re: Bargaining Impasse with AFSCME Local 3292
18	10/06/09	11A3	Reso. re: Enforcing Expressway Sign Ordinance
19	10/06/09	11A13	Reso. re: Ceasing the Purchase of Furniture for a Year
20	10/06/09	11A13 Supp	Reso. re: Ceasing the Purchase of Furniture by County Department

NO.	DATE	ITEM #	DESCRIPTION
21	10/06/09	11A16	Reso. re: Discretionary Reserve Funds and Office Allocation District 11
22	10/06/09	11A18	Reso. re: Urging Legislature to Extend Deadline for Equipment
23	10/06/09	11A18	Correspondence from Florida Voters Coalition re: Item 11A18
24	10/06/09	11A19	Reso. re: District 2 Allocation
25	10/06/09	11A19 Sub	Reso. re: Allocation of Funds - District 2 Reserve Funds
26	10/06/09	11A20	Reso. Amending FY 09-10 General Fund Budget and Rescinding A.O. 9-2
27	10/06/09	11A20 Sub	Reso. Amending FY 09-10 Countywide General Fund Budget
28	10/06/09	11A21	Reso. re: Independent Review Panel for FY 09-10
29	10/06/09	12B1	Elderly Pedestrian Safety Advisory Committee Recommendations
30	10/06/09	15B1	Proposed Public Hearing Dates for October 6, 2009
31	10/06/09	15B3	Proposed Boundary Change to the City of Doral
32	10/06/09	15B3	Doral Annexation Section 31
33	10/06/09	15B4	County Canvassing Board Certification for Hammock Lakes Security Guard Special Taxing District Election
34	10/06/09	15B5	County Canvassing Board Certification for Highland Ranch Estates Security Guard Special Taxing District Election
35	10/06/09	15B6	County Canvassing Board Certification for Keystone Point Security Guard Special Taxing District Election

Miami-Dade Board of County Commissioners

ORDER OF THE DAY

Tuesday, October 06, 2009

9:30 a.m.	Call to Order Roll Call Moment of Silence Pledge of Allegiance
10:00 a.m.	**Item 11A18** ADA Touch Screen Voting Equipment
12:30 p.m.	Lunch Break
2:00 pm	Re-Convene
	Item 6B2 **Discussion on the FY 2009-10 Approved Budget**
6:30 pm	Adjournment

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss and
Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Changes for the October 6, 2009 BCC Meeting

Additions

2B1 Mayor

092730 APPROVAL OF DEPARTMENTAL AGENDA ITEMS

6B2 Dennis C. Moss

092684 REVIEW THE APPROVED FY 2009-10 COUNTY BUDGET AND THE REMAINING OUTSTANDING BUDGET ISSUES

9A5 SUBSTITUTE

092710 RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1542, AVIATION EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092524] (Human Resources)

Additions

9A6 SUBSTITUTE

092711 RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199, GENERAL EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092525] (Human Resources)

9A7 SUBSTITUTE

092712 RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3292, SOLID WASTE EMPLOYEES [SEE ORIGINAL ITEM UNDER FILE NO. 092526] (Human Resources)

11A16 SUBSTITUTE Joe A. Martinez

092706 RESOLUTION APPROVING THE ALLOCATION OF UNEXPENDED FY 2008-2009 DISTRICT DISCRETIONARY RESERVE FUNDS OF DISTRICT 11 AND ALLOCATION OF FY 2009-2010 DISTRICT 11 OFFICE BUDGET FUNDS [SEE ORIGINAL ITEM UNDER FILE NO. 092623]

11A19 SUBSTITUTE Dorrin D. Rolle

092708 RESOLUTION APPROVING THE ALLOCATION OF FY 2005-2006, DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS [SEE ORIGINAL ITEM UNDER FILE NO. 092639]

Additions

11A22 Carlos A. Gimenez

092725 RESOLUTION URGING THE FLORIDA LEGISLATURE, GOVERNOR CHARLIE CRIST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO REALLOCATE REVENUE GENERATED FROM THE 95 EXPRESS PROJECT IN MIAMI-DADE COUNTY TO DISTRICT SIX TO BE USED TOWARD IMPLEMENTING THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX WORK PROGRAM IN MIAMI-DADE COUNTY

14A1

092277 RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AMENDMENT TWO TO LIMITED REIMBURSABLE AGREEMENT BETWEEN THE FEDERAL AVIATION ADMINISTRATION (FAA) AND MIAMI-DADE COUNTY UNDER WHICH THE COUNTY SHALL PAY THE FAA $690,879.75 FOR THE FAA'S RELOCATION OF CERTAIN NAVIGATIONAL AIDS SYSTEMS AT THE AIRPORT IN CONJUNCTION WITH THE COMPLETION OF CONCOURSE J; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE SUCH AMENDMENT TWO AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF (Aviation Department)

Additions

14A2

092419 RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING RETROACTIVE LEASE AGREEMENT FOR HANGAR BUILDING 3095 BETWEEN MIAMI-DADE COUNTY AND AMERICAN AIRLINES, INC., ("AA") EFFECTIVE AS OF JANUARY 1, 2008 AND EXTENDING FOR A FIVE-YEAR TERM; APPROVING SETTLEMENT BETWEEN THE COUNTY AND AA OF THE RENT DISPUTE ARISING UNDER THE PRIOR LEASE AGREEMENT FOR BUILDING 3095 AND CONFIRMING THAT NO RENT PAYMENTS OTHER THAN THE RENT PAYMENTS MADE BY AA UNDER THE PRIOR LEASE AGREEMENT ARE OWING FOR AA'S USE OF BUILDING 3095 UP THROUGH DECEMBER 31, 2007, WITH AA HAVING THE OBLIGATION TO COMMENCE PAYING RENT AS OF JANUARY 1, 2008 FOR BUILDING 3095 IN ACCORDANCE WITH THE TERMS OF THE NEW LEASE AGREEMENT; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SUCH LEASE AND ALL OTHER DOCUMENTS NECESSARY TO PLACE THIS RESOLUTION INTO EFFECT AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF (Aviation Department)

Deferrals

5A

Bruno A. Barreiro,
Barbara J. Jordan

092251 RESOLUTION NAMING THE MIAMI-DADE TRANSIT METROMOVER MAINTENANCE FACILITY AFTER JOSEPH BRYANT

Note: ***The sponsors of this item requested deferral to November 17, 2009 BCC meeting.***

Withdrawals

2C1A — Mayor

092647 SPECIAL PRESENTATION TO MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT DEPARTMENT BY WASTE MANAGEMENT INC. OF FLORIDA AND SUSTAINABLE FLORIDA EXECUTIVES

11A13 — Rebeca Sosa, Sally A. Heyman

092475 RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CEASE THE PURCHASE OF FURNITURE BY COUNTY DEPARTMENTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ADOPTION OF THIS RESOLUTION

11A13 SUPPLEMENT

092552 SUPPLEMENTAL REPORT RE: MORATORIUM ON THE PURCHASE OF FURNITURE BY COUNTY DEPARTMENTS FOR A PERIOD OF ONE YEAR

16A5 — Audrey M. Edmonson

092656 CERTIFICATES OF APPRECIATION TO THE MMAP OVERSIGHT AND INTERIM BOARD

Scrivener's Errors

8A1B

092632 RESOLUTION RELATING TO SOUTH TERMINAL DEVELOPMENT PROJECT NO. H010A AT MIAMI INTERNATIONAL AIRPORT, APPROVING CHANGE ORDER 9 TO THE CONTRACT BETWEEN PARSONS-ODEBRECHT J.V. (POJV) AND MIAMI-DADE COUNTY FOR A VALUE OF ZERO ADDITIONAL DOLLARS, PROVIDING FOR A NON-COMPENSABLE TIME EXTENSION, AND MODIFYING VARIOUS CONTRACT TERMS; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO PERFORM ALL NECESSARY ACTIONS TO ENFORCE ITS TERMS; DELEGATING TO THE MAYOR OR HIS DESIGNEE TO, SOLELY IN THE EVENT OF A COURT JUDGMENT AGAINST POJV BY HENSEL PHELPS CONSTRUCTION CO., PAY POJV UP TO THE MAXIMUM ADDITIONAL AMOUNT OF $13.06 MILLION; AND AUTHORIZING THE SUBSTITUTION OR INCLUSION OF COUNTY AS PARTY DEFENDANT TO LAWSUIT BY ZURICH AGAINST POJV (Aviation Department)

Note: ***The above title has been corrected to reflect the title of the item that was delivered in the 10/6/09 BCC kit.***

8O1C

092630 RESOLUTION WAIVING FORMAL BID PROCEDURES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTION-TO-RENEW PERIODS FOR NON-COMPETITIVE CONTRACTS AWARDED UNDER THE COUNTY MAYOR OR THE COUNTY MAYOR DESIGNEE'S DELEGATED AUTHORITY FOR THE PURCHASE OF GOODS AND SERVICES AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS FOR THE PURCHASE OF SOFTWARE MAINTENANCE AND SUPPORT (Procurement Management Department)

Note: ***On handwritten page 2, in the second paragraph, replace second OTR period in the first sentence with three remaining OTR periods***

Scrivener's Errors

8P1B

092321 RESOLUTION APPROVING A CONTRACT AWARD RECOMMENDATION IN THE AMOUNT OF $1,000,000.00 BETWEEN GENERAL ASPHALT CO., INC. AND MIAMI-DADE COUNTY FOR THE PEOPLE'S TRANSPORTATION PLAN (PTP) PROJECT ENTITLED RESURFACING CONTRACT (PROJECT – CICC 7360-0/08 REQUEST FOR PRICE QUOTATION (RPQ) NO. 20090107); AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX FUNDS (Public Works Department)

Note: ***On handwritten page 2 of the Manager's memorandum, 2nd background paragraph, 3rd sentence, should read as follows: General Asphalt Co., Inc. proffered the lowest responsive, responsible base bid of 0.90 percentage factor, 10% below the County's cost estimate; the second lowest bidder, H & R Paving, Inc. proffered a base bid of 1.00, 10% over the lowest bidder; the third lowest bidder, JA & M Development, Corp., proffered a base bid of 1.04, 4% over the second lowest bidder.***

8P1H

092336 RESOLUTION AMENDING A LEGAL DESCRIPTION FOR RESOLUTION NO. R-1279-04 TO REFLECT THE CORRECT LOCATION FOR A DESIGNATION OF A PORTION OF MIAMI-DADE COUNTY OWNED PROPERTY FOR ROAD RIGHT-OF-WAY AT SW 162 AVENUE AND SW 47 STREET, IN SECTION 21, TOWNSHIP 53 SOUTH, RANGE 41 EAST (Public Works Department)

Note: ***Amendment of Legal Description for Resolution R-1279-04, references throughout the item to "Section 21, Township 53, Range 41 East" should be corrected to read as follows:***

"Section 20, Township 54, Range 39 East"

Scrivener's Errors

11A2 Katy Sorenson

091836 RESOLUTION OPPOSING THE PLANNED ROUTE FOR FPL TRANSMISSION LINES ALONG U.S. 1; URGING FPL TO IDENTIFY ALTERNATE ROUTES OR CONSTRUCT TRANSMISSION LINES UNDERGROUND TO MINIMIZE THE ADVERSE IMPACTS ON COMMUNITIES ALONG U.S. 1

Note: ***This item was included in the carryover portion of the 7/21/09 BCC meeting and was 4 Day Ruled on 7/23/09 - it was not deferred on 7/21/09.***

18A3

092430 RESOLUTION RATIFYING THE COUNTY MAYOR'S ACTION OF AMENDING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; TO IMPLEMENT THE FLORIDA HOMEBUYER OPPORTUNITY PROGRAM (FL HOP); AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ACCEPT ALL ADDITIONAL FUNDS MADE AVAILABLE TO CARRY OUT THE CONDITIONS OF THE PROGRAM PURSUANT TO THE PLAN, AND PROVIDING AN EFFECTIVE DATE; THE MAYOR OR THE MAYOR'S DESIGNEE, IN ACCORDANCE WITH RESOLUTION NO. R-974-09, SHALL RECORD IN THE PUBLIC RECORD ALL EXECUTED DEEDS, MORTGAGES, COVENANTS OR ANY DOCUMENTS CREATING OR RESERVING A REAL PROPERTY INTEREST IN FAVOR OF THE COUNTY PURSUANT TO RESOLUTION NO. R-974-09 INCLUDING PROVIDING COPIES OF ALL RECORDED DOCUMENTS TO THE CLERK OF THE BOARD WITHIN THIRTY DAYS OF EXECUTION; AND DIRECTING THE CLERK OF THE BOARD TO ATTACH AND PERMANENTLY STORE A RECORDED COPY OF ANY INSTRUMENT PROVIDED IN ACCORDANCE HEREWITH TOGETHER WITH THIS RESOLUTION (Office of Community and Economic Development)

Note: ***This item is reduplicated to include Exhibit 1 which was inadvertently not printed.***

Note: UPON THE ADOPTION OF ANY SUBSTITUTE OR ALTERNATE AGENDA ITEM, THE ACCOMPANYING SUBSTITUTES AND/OR ALTERNATES SHALL BE DEEMED WITHDRAWN.

MEMORANDUM
OFFICE OF THE MAYOR

Date: October 6, 2009

Agenda Item No. 2B1

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: Carlos Alvarez
Mayor

Subject: Approval of Departmental Agenda Items

This statement is provided pursuant to the Board of County Commissioners Rules of Procedure and Ordinance 07-66 adopted by the Board on May 8, 2007.

The following items including any alternates, substitutes, or supplements included in this agenda have been approved and are recommended for your approval.

Specific Items:

3J1A	8K1A	9A6
4A	8K1B	9A7
4B	8K1C	12A1
4D	8K1D	12A2
4G	8M1A	12B1
4H	8O1A	14A1
4J	8O1B	14A2
5C	8O1C	
8A1A	8P1A	
8A1B	8P1B	
8C1A	8P1C	
8C1B	8P1D	
8C1C	8P1E	
8C1D	8P1F	
8C1E	8P1G	
8F1A	8P1H	
8F1B	8P1I	
8F1C	8R1A	
8F1D	8R1B	
8F1E	8R1C	
8I1A	8R1D	
8J1A	9A1	
8J1B	9A2	
8J1C	9A3	
8J1D	9A4	
8J1E	9A5	

MEMORANDUM

Agenda Item No. 4(I)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Ordinance amending the Code relating to the Community Relations Board and other advisory boards to provide that the Office of the Chair, rather than the County Mayor and County Manager, shall provide support for such advisory boards

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 4(I)

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

Veto _____

Override _____

Agenda Item No. 4(I)

10-6-09

ORDINANCE NO. _____

ORDINANCE AMENDING SECTIONS 2-207, 2-535, 2-835, 2-1090, 11A-3 AND 11A-4 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE COMMUNITY RELATIONS BOARD, THE MIAMI-DADE COUNTY HISPANIC AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY BLACK AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY ASIAN-AMERICAN ADVISORY BOARD AND THE MIAMI-DADE COUNTY COMMISSION ON HUMAN RIGHTS, RESPECTIVELY, TO PROVIDE THAT THE OFFICE OF THE CHAIRPERSON OF THE COUNTY COMMISSION, RATHER THAN THE COUNTY MAYOR AND COUNTY MANAGER, SHALL PROVIDE SUPPORT FOR SUCH ADVISORY BOARDS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 2-207 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows[1]:

Sec 2-207. Support.

[[~~The Executive Director and staff of the Community Relations Board shall be provided for in an administrative order prepared by the County Manager and approved by the Board of County Commissioners. Administrative~~]] >>The Office of the Chairperson of the County Commission shall provide appropriate support for<< [[~~Oversight of~~]] the Community Relations Board [[~~staff shall be the responsibility of the County Manager~~]].

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

Section 2. Section 2-535 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec 2-535. Support.

The >>Office of the Chairperson of the County Commission<< [[~~County Manager~~]], County Attorney and Clerk of the Board shall provide appropriate support for the Hispanic Affairs Advisory Board.

Section 3. Section 2-835 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec 2-835. Support.

The >>Office of the Chairperson of the County Commission<< [[~~County Manager~~]], County Attorney and Clerk of the Board shall provide appropriate support for the Black Affairs Advisory Board.

Section 4. Section 2-1090 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec 2-1090. Support.

The >>Office of the Chairperson of the County Commission<< [[~~County Manager~~]], County Attorney and Clerk of the Board shall provide appropriate support for the Asian Advisory Board.

Section 5. Section 11A-3 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

Sec. 11A-3. Office of the Director Established.

(1) The position of Commission on Human Rights Director is hereby created and established. The Director shall be appointed by and serve at the will of the >>Chairperson of the County Commission<< [[~~County Manager~~]]. The position shall be exempt from the classified service of the County.

(2) The duties, functions, powers and responsibilities of the Director include but are not limited to, the following:

* * *

(i) Performing such other administrative duties as may be assigned by the >>Chairperson of the County Commission<< [[~~County Manager~~]].

Sec. 11A-4. Commission on Human Rights established.

* * *

(8) >>*Chairperson of the County Commission*<< [[~~*County Manager*~~]]. The >>Office of the Chairperson of the County Commission<< [[~~County Manager~~]] shall provide such adequate and competent administrative, technical and clerical personnel as may be reasonably required by the Commission for the proper performance of its duties. The >>Chairperson of the County Commission<< [[~~County Manager~~]] shall provide a regular meeting place for the Commission.

Section 6. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 7. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 8. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency: APW/RAC

Prepared by: GBK

Geri Bonzon-Keenan

Prime Sponsor: Commissioner Barbara J. Jordan

MEMORANDUM

Substitute
Agenda Item No. 4(K)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Ordinance amending the 2009-2010 Pay Plan to provide for pay reductions for exempt, non-bargaining unit employees

This substitute item differs from the original item in the following respects:

1. It adds a sentence to ensure that employees in the lowest listed range (Range 1) do not receive salary reductions that lower their salaries below that of employees earning less than them.
2. It adds a sentence to ensure that in the event that the County reduces salaries of employees outside these ranges by a percentage amount, employees within the listed ranges will receive at least the same reduction as the majority of County employees.
3. It corrects a scrivener's error by striking the term "resolution" and replacing it with "ordinance" in the last sentence.

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Carlos A. Gimenez.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute Agenda Item No. 4(K)

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
Veto _____
Override _____

Substitute
Agenda Item No. 4(K)
10-6-09

ORDINANCE NO. _____

ORDINANCE AMENDING THE 2009-2010 PAY PLAN TO PROVIDE FOR PAY REDUCTIONS FOR EXEMPT, NON-BARGAINING UNIT EMPLOYEES

WHEREAS, this Board, consistent with its authority under the County Charter, wishes to amend the Pay Plan to reduce the salaries of all officials and employees in the County's administrative service who are not in a bargaining unit or otherwise employed under the terms of a contract,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1: Except as may be provided by pre-existing contract, or the provisions of the Charter relating to the compensation of the Manager, the Pay Plan for Fiscal Year 2009-2010 shall be amended to provide that the salaries of non-bargaining unit employees who are exempt from the classified service shall be reduced as follows:

Range 1: Employees earning between $100,000 and $150,000.....7.5%

Range 2: Employees earning between $150,000 and $250,000..... 10%

Range 3: Employees earning more than $250,000..... 15%

The pay reduction for an individual in [[~~a higher range~~]][1] >>Ranges 2 and 3<< will be the lesser of the full percentage reduction or $1,000.00 more than the highest paid employee in the next

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

lower range. >>The pay reduction for an individual in Range 1 will be the lesser of 7.5% or the difference between the employee's salary and $100,000. In the event that the County reduces salaries of employees outside these ranges by a percentage amount, employees within these ranges will receive at least the same reduction as the majority of County employees.<< For purposes of this [[~~resolution~~]] >>ordinance<<, salary shall be defined as base pay.

Section 2. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as to form and legal sufficiency: RAC

Prepared by: LK

Lee Kraftchick

Prime Sponsor: Commissioner Carlos A. Gimenez

MEMORANDUM

OFFICE OF CHAIRMAN DENNIS C. MOSS

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Downtown Office
111 NW 1st Street, Suite 220
Miami, Florida 33128
(305) 375-4832 | Fax (305) 372-6011

District North Office
10710 SW 211th Street, Suite 206
Miami, Florida 33189
(305) 234-4938 | Fax (305) 232-2892

District South Office
1634 NW 6th Avenue
Florida City, Florida 33034
(305) 245-4420 | Fax (305) 245-5008

Date: October 06, 2009

To: The Honorable Vice-Chairman Jose "Pepe" Diaz and
Members of the Board of County Commissioners

From: The Honorable Chairman Dennis C. Moss
Miami-Dade County Board of County Commissioners, District 9

Re: 2009-2010 CBO Funding Process

As it relates to the CBO funding process, I am sure that there will be different views on how we should proceed in allocating the 70% funding approved at the final budget hearing on September 17, 2009. I am writing to share my views with the board.

First, it is important to understand that previously, CBO's were cut by 15% two years ago, and now face another 30% cut. Imagine if commissioners had to run their commission offices after a 30-45% cut in their budget. These reductions have a devastating effect on organizations that provide critical services in our community. In many cases, they provide the only services in some of the most disadvantaged neighborhoods in our county.

Not only do CBO's provide critical services in the community, but they employ people from the area who spend money in these disadvantaged neighborhoods with the mom and pop merchants. Ms. Hattie Wills, at the budget hearing, put it best when she said she had no banks or stores in her area to employ people and create economic development. The CBO's in her area were the ones providing jobs and economic development in addition to vital services for the community.

Exhibit
10-6-09 BCC
Item 6B2

In sharing my views, I would like to suggest the following for your consideration:

1. Consistent with my June 24, 2009 memo (see memo attached), continue funding for those programs in good standing across the Board at 70% of their current funding.

2. In order to facilitate the survival of CBO's while the very delayed contracting process takes place, a letter contract should be executed immediately, upon which the CBO's can receive their cash advance until a full contract is executed.

3. Consistent with my June 24, 2009 memo, allow CBO's to renegotiate their contracts in order to address the new financial reality. This will allow CBO's to propose consolidating their funding so that they can focus on programs that remain viable (for example, a 30% cut to some programs with grants that range from $30-$60,000, may render them less viable as a result of losing that much funding). This will give the organizations, the ability to prioritize the more viable grant programs that they have from the county, in order to continue to provide certain services at an acceptable level. In other words, it may be better for a CBO to concentrate its remaining funding on 3 of 4 county funded grants rather than trying to operate all 4 with the 30% cut.

4. The 70% CBO funding should not be used as a grab bag to dump every unfunded activity into, because this would unfairly reduce funding across the board, to less than the 70% level.

5. If the commission decides to go forward with a RFP that is awarded during the fiscal year (April or May of 2010 for example), the contract should cover the rest of the year (through September 30, 2010), in addition to another full year. This will mean that the Commission commits itself to provide the necessary funding for CBO's throughout the 2010-2011 budget years. This will make conducting a RFP during mid-year, worth the time and effort to carry it through.

Cc: Honorable Carlos Alvarez, Mayor
Honorable Harvey Ruvin, Clerk of the Courts
George M. Burgess, County Manager
Denis Morales, Chief of Staff
Robert A. Cuevas, County Attorney
Abigail Price-Williams, First Assistant County Attorney
Charles Anderson, Commission Auditor
Diane Collins, Clerk of the Board

DCM/mv

BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

MEMORANDUM

CLERK OF THE BOARD
2009 OCT -6 AM 8:41
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

TO: Honorable Dennis C. Moss, and
Members, Board of County Commissioners

FROM: Charles Anderson
Commission Auditor

DATE: October 5, 2009

SUBJECT: Recommendations Regarding Alternatives to Pay Cut Strategies

As requested by Commissioner Sorenson in her memorandum dated September 25, 2009, the implications of waiting to enact a 5% wage reduction are shown in *Attachment 1*. We estimate that a 5% wage reduction over 12 months (26 pay periods) will become a 6.84% wage reduction if delayed until January, 2010 (pay period ending 1/10/10) and charged during the remaining fiscal year (19 pay periods). Regarding alternatives to the pay cut strategies, the Office of the Commission Auditor offers the following suggestions for reconsideration.

1. Furloughs (from $51 million to $100 million) – (*Attachment 2*).
2. Overtime ($13.663M) (Total overtime est. @ $136.63M, 10% reduction) – (*Attachment 3).*
3. Executive Benefits ($4.996M-subtract $756K for eliminated parking/rail pass benefit from total of $5.752M).
4. Tuition Reimbursement ($1.21M - vetted amount ($1.982M) adjusted for semester ending Dec. 2009 based on last semester of FY 07-08).
5. Slot Machine Revenue ($1.034M) *(Attachment 4).*
6. Take Home Car User Fee ($800K (non-public safety vehicles-$100 per pay period/50% participation)) *(Attachment 5).*
7. Layoffs- should there be no union concessions and discounting other alternatives, the estimated budget shortfall is approximately $210M (includes non-bargaining unit employees). This represents a layoff of approximately 2,800 employees ($75,000 average salary & fringes x 2,800).

Breakdown as follows ($ in 000's):

$106,427	5% Pay Cut
$ 34,595	Flex Benefits
$ 31,663	Pay Supplement
$ 19,900	Longevity
$ 17,400	Merit Increases
$209,985 / 75,000 = 2,800 layoffs	

Furloughs, we believe, are a viable alternative to a wage reduction, and in Attachment 2 there are three scenarios offered to show potential savings, assuming everyone is furlough-able. Based on the Office of Strategic Business Management (OSBM) employee count (28,570), 82.6% of our employees earn $75K or less. To achieve significant savings, this employee group is recommended to be included.

Exhibit
10-6-09 BCC Item 6B2

BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

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On the issue of furloughs, we understand the Administration's position against their use to close the budget gap; furloughs create a one-year savings instead of a permanent reduction to the base payroll. However, furloughs, like current annual leave benefits, require advanced scheduling to provide services at the regular time rate for hourly employees, and we believe the additional administrative burden can be handled within the departments. We recognize that some employees may need to be exempted from furloughs, particularly public safety employees.

For salaried, exempt employees the Employment Standards Administration Wage and Hour Division of the U.S. Department of Labor states in its July, 2009 publication that salaried, exempt employees working in the public sector have a specific rule stating that those mandated to take a furlough be treated as an hourly employee for the workweek in which the furlough occurs and for which the employee's salary is reduced.

While it is true that one federal court judge in Maryland struck down furloughs for Prince George's County employees (currently under appeal), the facts of the case show that the County Executive implemented a furlough plan without union agreement. We believe that, had the unions agreed to a furlough in lieu of layoffs or some other compensation reduction, there probably would not have been a lawsuit. In another recent case involving furloughs, the Washington State Public Employment Relations Commission "ruled last week (Sept 30th) that the County (Kings County) cannot force employees with contracts to take furloughs", and that means "the cash-strapped county may have to find the money - perhaps as much as $1.5 million -- from this year's budget, because two bargaining units did not agree to furloughs." (Source: ICMA News Briefing 10/1/09).

The Board of County Commissioners for Broward County, Florida passed the FY 2009-10 budget to include a mandatory five-day furlough for all Broward employees (does not include Broward Sheriff's Office). In Hernando County, Florida, the Board of County Commissioners approved a policy for FY 2009-10 to implement unpaid furlough days for all full-time and part-time employees who are not represented by the union. Eight-hour employees will receive 10 unpaid furlough days, and ten-hour employees will receive 8 unpaid furlough days. Hernando County is negotiating with union workers to accept similar furlough days in lieu of layoffs to balance the budget.

Twenty-two states have called for or plan to use furloughs as a measure to close their budget deficits: Alabama, Arizona, California, Colorado, Delaware, Georgia, Hawaii, Idaho, Illinois, Maine, Maryland, Massachusetts, Michigan, Nevada, New Hampshire, New Jersey, New York, Ohio, Rhode Island, South Carolina, Utah and Wisconsin. (Source: http://www.stateline.org).

Regarding the question about "other projected savings in the budget that rely on union concession not yet agreed upon," the FY 2009-10 Adopted Budget (Budget) includes across-the-board elimination of Flexible Benefits ($34.595M), and Premium Pay Supplements ($31.663M) which require union agreement. The elimination of Longevity Bonuses ($19.9M) and Merit Raises ($17.4M) were also included in the Budget, and will require union concessions. However, the Mayor has already put into effect the elimination of Longevity Bonuses and Merit Raises for non-union employees effective October 1, 2009. Should the Board of County Commissioners not agree to eliminate Longevity Bonuses and Merit Increases for union employees, then this anticipated savings will need to be replaced by some other means as previously recommended.

Please note that the attachments include information we obtained from various systems, including the Payroll System and Resourcing for Results Online (RFRO), and have not been vetted by the OSBM. This information is intended to be an estimate based on our analysis of the records obtained.

Attachments:

1. Impact of Delay to 5% Wage Reduction
2. Furlough Alternatives
3. Review of Departments Overtime Salary and Overtime Fringes
4. Slot Machine Revenue
5. Number, Cost, Revenue Potential, and Guidance on Use of Take Home Vehicles

c: Honorable Carlos Alvarez, Mayor
George M. Burgess, County Manager
R.A. Cuevas, Jr. County Attorney
Jennifer Glazer-Moon, Special Assistant/OSBM Director
Diane Collins, Acting Division Chief, Clerk of the Board Division

IMPACT OF DELAY TO 5% WAGE REDUCTION

Pay Period End	Pay Period	COST PER PAY PERIOD CW	UMSA	Fire	Library	Other	Total Impact Per Pay Period	Total Annual Reduction
		32,080,000	14,527,000	10,665,000	1,593,000	47,562,000		106,427,000 [1]
10/4/2009	1	$1,233,846	$558,731	$410,192	$61,269	$1,829,308	$4,093,346	5.00%
10/18/2009	2	$1,283,200	$581,080	$426,600	$63,720	$1,902,480	$4,257,080	5.20%
11/1/2009	3	$1,336,667	$605,292	$444,375	$66,375	$1,981,750	$4,434,458	5.42%
11/15/2009	4	$1,394,783	$631,609	$463,696	$69,261	$2,067,913	$4,627,261	5.65%
11/29/2009	5	$1,458,182	$660,318	$484,773	$72,409	$2,161,909	$4,837,591	5.91%
12/13/2009	6	$1,527,619	$691,762	$507,857	$75,857	$2,264,857	$5,067,952	6.19%
12/27/2009	7	$1,604,000	$726,350	$533,250	$79,650	$2,378,100	$5,321,350	6.50%
1/10/2010	8	$1,688,421	$764,579	$561,316	$83,842	$2,503,263	$5,601,421	6.84%
1/24/2010	9	$1,782,222	$807,056	$592,500	$88,500	$2,642,333	$5,912,611	7.22%
2/7/2010	10	$1,887,059	$854,529	$627,353	$93,706	$2,797,765	$6,260,412	7.65%
2/21/2010	11	$2,005,000	$907,938	$666,563	$99,563	$2,972,625	$6,651,688	8.13%
3/7/2010	12	$2,138,667	$968,467	$711,000	$106,200	$3,170,800	$7,095,133	8.67%
3/21/2010	13	$2,291,429	$1,037,643	$761,786	$113,786	$3,397,286	$7,601,929	9.29%
4/4/2010	14	$2,467,692	$1,117,462	$820,385	$122,538	$3,658,615	$8,186,692	10.00%
4/18/2010	15	$2,673,333	$1,210,583	$888,750	$132,750	$3,963,500	$8,868,917	10.83%
5/2/2010	16	$2,916,364	$1,320,636	$969,545	$144,818	$4,323,818	$9,675,182	11.82%
5/16/2010	17	$3,208,000	$1,452,700	$1,066,500	$159,300	$4,756,200	$10,642,700	13.00%
5/30/2010	18	$3,564,444	$1,614,111	$1,185,000	$177,000	$5,284,667	$11,825,222	14.44%
6/13/2010	19	$4,010,000	$1,815,875	$1,333,125	$199,125	$5,945,250	$13,303,375	16.25%
6/27/2010	20	$4,582,857	$2,075,286	$1,523,571	$227,571	$6,794,571	$15,203,857	18.57%
7/11/2010	21	$5,346,667	$2,421,167	$1,777,500	$265,500	$7,927,000	$17,737,833	21.67%
7/25/2010	22	$6,416,000	$2,905,400	$2,133,000	$318,600	$9,512,400	$21,285,400	26.00%
8/8/2010	23	$8,020,000	$3,631,750	$2,666,250	$398,250	$11,890,500	$26,606,750	32.50%
8/22/2010	24	$10,693,333	$4,842,333	$3,555,000	$531,000	$15,854,000	$35,475,667	43.33%
9/5/2010	25	$16,040,000	$7,263,500	$5,332,500	$796,500	$23,781,000	$53,213,500	65.00%
9/19/2010	26	$32,080,000	$14,527,000	$10,665,000	$1,593,000	$47,562,000	$106,427,000	130.00% [2]

[1] Annual Payroll : If 5% = $106.427 million, then total payroll = $2,128,540,000

[2] Based on the total payroll cost in [1], the maximum payroll per pay period is $81.9 ($2.129 billion / 26 pay periods). If the total 5% wage reduction is charged in the 26th pay period, there would be no pay checks issued, and an additional levy would need to be made in the 1st pay period of the following fiscal year to make up the difference. This explains why the percentage in pay period 26 is at 130%

FURLOUGH ALTERNATIVE 1

Salary Range	Salary Value	Salary & Fringes	Daily Savings	Days of Furlough	Savings	Employee Count
Less than $49,999	$509,815,749	$621,975,214	$2,591,563	5	$12,957,817	12,999
$50,000 to $74,999	$663,704,303	$836,090,770	$3,483,712	6	$20,902,269	11,333
$75,000 to $99,999	$237,520,231	$289,774,682	$1,207,395	7	$8,451,762	2,819
$100,000 to $124,999	$102,180,252	$124,659,907	$519,416	10	$5,194,163	936
$125,000 to $149,999	$37,667,862	$45,954,792	$191,478	10	$1,914,783	278
$150,000 to $174,999	$14,980,099	$18,275,721	$76,149	10	$761,488	92
$175,000 to $199,999	$6,604,825	$8,057,886	$33,575	10	$335,745	35
$200,000 to $224,999	$5,954,152	$7,264,066	$30,267	10	$302,669	28
$225,000 to $249,999	$4,968,721	$6,061,840	$25,258	10	$252,577	21
$250,000 to $274,999	$4,182,324	$5,102,435	$21,260	10	$212,601	16
$275,000 to $299,999	$3,091,367	$3,771,468	$15,714	10	$157,145	11
Greater than $300,000	$660,516	$805,829	$3,358	10	$33,576	2
	1,591,330,401	1,967,794,609	8,199,144	**Total Savings**	**$51,476,595**	**28,570**

FURLOUGH ALTERNATIVE 2

Salary Range	Salary Value	Salary & Fringes	Daily Savings	Days of Furlough	Savings	Employee Count
Less than $49,999	$509,815,749	$621,975,214	$2,591,563	10	$25,915,634	12,999
$50,000 to $74,999	$663,704,303	$836,090,770	$3,483,712	10	$34,837,115	11,333
$75,000 to $99,999	$237,520,231	$289,774,682	$1,207,395	10	$12,073,945	2,819
$100,000 to $124,999	$102,180,252	$124,659,907	$519,416	10	$5,194,163	936
$125,000 to $149,999	$37,667,862	$45,954,792	$191,478	10	$1,914,783	278
$150,000 to $174,999	$14,980,099	$18,275,721	$76,149	10	$761,488	92
$175,000 to $199,999	$6,604,825	$8,057,886	$33,575	10	$335,745	35
$200,000 to $224,999	$5,954,152	$7,264,066	$30,267	10	$302,669	28
$225,000 to $249,999	$4,968,721	$6,061,840	$25,258	10	$252,577	21
$250,000 to $274,999	$4,182,324	$5,102,435	$21,260	10	$212,601	16
$275,000 to $299,999	$3,091,367	$3,771,468	$15,714	10	$157,145	11
Greater than $300,000	$660,516	$805,829	$3,358	10	$33,576	2
	1,591,330,401	1,967,794,609	8,199,144	**Total Savings**	**$81,991,442**	**28,570**

FURLOUGH ALTERNATIVE 3

Salary Range	Salary Value	Salary & Fringes	Daily Savings	Days of Furlough	Savings	Employee Count
Less than $49,999	$509,815,749	$621,975,214	$2,591,563	11	$28,507,197	12,999
$50,000 to $74,999	$663,704,303	$836,090,770	$3,483,712	12	$41,804,539	11,333
$75,000 to $99,999	$237,520,231	$289,774,682	$1,207,395	14	$16,903,523	2,819
$100,000 to $124,999	$102,180,252	$124,659,907	$519,416	14	$7,271,828	936
$125,000 to $149,999	$37,667,862	$45,954,792	$191,478	14	$2,680,696	278
$150,000 to $174,999	$14,980,099	$18,275,721	$76,149	14	$1,066,084	92
$175,000 to $199,999	$6,604,825	$8,057,886	$33,575	14	$470,043	35
$200,000 to $224,999	$5,954,152	$7,264,066	$30,267	14	$423,737	28
$225,000 to $249,999	$4,968,721	$6,061,840	$25,258	14	$353,607	21
$250,000 to $274,999	$4,182,324	$5,102,435	$21,260	14	$297,642	16
$275,000 to $299,999	$3,091,367	$3,771,468	$15,714	14	$220,002	11
Greater than $300,000	$660,516	$805,829	$3,358	14	$47,007	2
	1,591,330,401	1,967,794,609	8,199,144	**Total Savings**	**$100,045,906**	**28,570**

* Source: 06-28-09 Payroll. Employee Count (28,184) increased by 386 to match FY 09-10 budgeted positions count of 28,570. 386 positions were added to the $50,000 to $74,999 salary range since the average county employee salary & fringes was determined to be $68,320. The value for the 386 positions is $26,371,520 (386*$68,320), which was added to the salary & fringes of the $50,000 to $74,999 group of employees.

OFFICE OF THE COMMISSION AUDITOR

Review of Departments Overtime Salary and Overtime Fringes
From FY 04-05 Actual Through to FY 09-10 Proposed

Source: RFRO ($000s)	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	1-Year	1-Year %	5-Year	5-Year %
DEPARTMENTS	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	Change	Change	Change	Change
Agenda Coordination										
Overtime Salary	36	22	18	13	25	0	$ (25)	-100.0%	$ (36)	-100.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Animal Services										
Overtime Salary	0	0	0	76	100	100	$ -	0.0%	$ 100	100.0%
Overtime Fringes	0	0	0	9	17	18	$ 1	5.9%	$ 18	100.0%
Audit and Management Services										
Overtime Salary	1	0	0	2	2	2	$ -	0.0%	$ 1	100.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Aviation										
Overtime Salary	8,546	8,149	5,861	9,780	4,585	6,087	$ 1,502	32.8%	$ (2,459)	-28.8%
Overtime Fringes	1,269	2,406	1,981	2,852	1,717	2,089	$ 372	21.7%	$ 820	64.6%
Board of County Commissioners										
Overtime Salary	125	150	171	187	200	0	$ (200)	-100.0%	$ (125)	-100.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Building/Neighborhood Compliance										
Overtime Salary	699	1,304	803	238	150	240	$ 90	60.0%	$ (459)	-65.7%
Overtime Fringes	174	0	0	0	27	44	$ 17	63.0%	$ (130)	-74.7%
Building Code Compliance										
Overtime Salary	6	35	53	32	33	25	$ (8)	-24.2%	$ 19	316.7%
Overtime Fringes	0	5	8	4	5	3	$ (2)	-40.0%	$ 3	100.0%
Community Action Agency										
Overtime Salary	160	91	228	134	53	0	$ (53)	-100.0%	$ (160)	-100.0%
Overtime Fringes	24	14	18	18	7	0	$ (7)	-100.0%	$ (24)	-100.0%
Consumer Services										
Overtime Salary	75	66	68	71	81	19	$ (62)	-76.5%	$ (56)	-74.7%
Overtime Fringes	25	19	11	11	14	3	$ (11)	-78.6%	$ (22)	-88.0%
Corrections and Rehabilitation										
Overtime Salary	11,429	20,668	28,284	29,164	21,965	17,273	$ (4,692)	-21.4%	$ 5,844	51.1%
Overtime Fringes	2,992	5,411	7,404	7,661	6,252	4,857	$ (1,395)	-22.3%	$ 1,865	62.3%
Elections										
Overtime Salary	1,746	973	1,173	2,365	1,005	764	$ (241)	-24.0%	$ (982)	-56.2%
Overtime Fringes	248	0	0	575	182	142	$ (40)	-22.0%	$ (106)	-42.7%

Attachment 3

OFFICE OF THE COMMISSION AUDITOR

Review of Departments Overtime Salary and Overtime Fringes
From FY 04-05 Actual Through to FY 09-10 Proposed

Source: RFRO ($000s)	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	1-Year	1-Year %	5-Year	5-Year %
DEPARTMENTS	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	Change	Change	Change	Change
Emergency Management										
Overtime Salary	12	(50)	2	1	4	4	$ -	0.0%	$ (8)	-66.7%
Overtime Fringes	0	(2)	0	0	1	0	$ (1)	-100.0%	$ -	0.0%
Enterprise Technology Services										
Overtime Salary	1,821	523	1,700	1,491	1,619	1,629	$ 10	0.6%	$ (192)	-10.5%
Overtime Fringes	145	76	227	312	298	300	$ 2	0.7%	$ 155	106.9%
Environmental Resources Mgmt.										
Overtime Salary	212	209	219	260	189	177	$ (12)	-6.3%	$ (35)	-16.5%
Overtime Fringes	32	32	33	39	35	33	$ (2)	-5.7%	$ 1	3.1%
Finance										
Overtime Salary	210	204	140	134	240	177	$ (63)	-26.3%	$ (33)	-15.7%
Overtime Fringes	30	30	26	24	45	33	$ (12)	-26.7%	$ 3	10.0%
Fire Rescue										
Overtime Salary	16,553	18,084	19,617	17,386	20,318	18,581	$ (1,737)	-8.5%	$ 2,028	12.3%
Overtime Fringes	3,808	4,159	4,511	4,046	4,673	4,279	$ (394)	-8.4%	$ 471	12.4%
General Services Administration										
Overtime Salary	3,020	3,008	2,682	2,230	2,086	2,150	$ 64	3.1%	$ (870)	-28.8%
Overtime Fringes	472	491	825	476	661	744	$ 83	12.6%	$ 272	57.6%
Government Information Center										
Overtime Salary	54	132	52	182	75	78	$ 3	4.0%	$ 24	44.4%
Overtime Fringes	0	0	0	33	13	13	$ -	0.0%	$ 13	100.0%
Human Resources										
Overtime Salary	306	367	276	184	193	0	$ (193)	-100.0%	$ (306)	-100.0%
Overtime Fringes	46	56	49	30	36	0	$ (36)	-100.0%	$ (46)	-100.0%
Human Services										
Overtime Salary	64	162	55	175	32	0	$ (32)	-100.0%	$ (64)	-100.0%
Overtime Fringes	5	0	3	0	6	0	$ (6)	-100.0%	$ (5)	-100.0%
Judicial Administration										
Overtime Salary	34	28	37	33	0	0	$ -	0.0%	$ (34)	-100.0%
Overtime Fringes	6	5	7	6	0	0	$ -	0.0%	$ (6)	-100.0%
Juvenile Services										
Overtime Salary	0	0	0	18	70	70	$ -	0.0%	$ 70	100.0%
Overtime Fringes	0	0	0	1	13	13	$ -	0.0%	$ 13	100.0%

Attachment 3

OFFICE OF THE COMMISSION AUDITOR

Review of Departments Overtime Salary and Overtime Fringes
From FY 04-05 Actual Through to FY 09-10 Proposed

Source: RFRO ($000s)	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	1-Year	1-Year %	5-Year	5-Year %
DEPARTMENTS	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	Change	Change	Change	Change
Library										
Overtime Salary	157	164	179	220	248	255	$ 7	2.8%	$ 98	62.4%
Overtime Fringes	24	25	35	40	0	48	$ 48	0.0%	$ 24	100.0%
Medical Examiner										
Overtime Salary	52	67	62	109	102	131	$ 29	28.4%	$ 79	151.9%
Overtime Fringes	0	17	4	33	26	39	$ 13	50.0%	$ 39	100.0%
Metro-Miami Action Plan										
Overtime Salary	8	3	0	10	0	0	$ -	0.0%	$ (8)	-100.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Office of Neighborhood Compliance										
Overtime Salary	0	0	0	0	40	0	$ (40)	-100.0%	$ -	0.0%
Overtime Fringes	0	0	0	0	10	0	$ (10)	-100.0%	$ -	0.0%
Office of the CITT										
Overtime Salary	1	1	1	1	1	5	$ 4	400.0%	$ 4	400.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Office of the Clerk										
Overtime Salary	138	415	518	114	582	65	$ (517)	-88.8%	$ (73)	-52.9%
Overtime Fringes	45	144	108	39	220	22	$ (198)	-90.0%	$ (23)	-51.1%
Park and Recreation										
Overtime Salary	800	1,092	798	515	585	587	$ 2	0.3%	$ (213)	-26.6%
Overtime Fringes	120	164	155	103	116	115	$ (1)	-0.9%	$ (5)	-4.2%
Planning and Zoning										
Overtime Salary	106	83	63	22	8	15	$ 7	87.5%	$ (91)	-85.8%
Overtime Fringes	16	12	9	3	2	3	$ 1	50.0%	$ (13)	-81.3%
Police										
Overtime Salary	35,509	49,168	52,233	57,747	38,466	29,312	$ (9,154)	-23.8%	$ (6,197)	-17.5%
Overtime Fringes	9,167	9,387	17,591	16,447	11,024	7,574	$ (3,450)	-31.3%	$ (1,593)	-17.4%
Procurement Management										
Overtime Salary	18	10	5	20	16	17	$ 1	6.3%	$ (1)	-5.6%
Overtime Fringes	2	1	1	3	3	3	$ -	0.0%	$ 1	50.0%
Public Housing Agency										
Overtime Salary	869	979	986	568	752	261	$ (491)	-65.3%	$ (608)	-70.0%
Overtime Fringes	188	0	0	0	165	57	$ (108)	-65.5%	$ (131)	-69.7%

Attachment 3

OFFICE OF THE COMMISSION AUDITOR

Review of Departments Overtime Salary and Overtime Fringes
From FY 04-05 Actual Through to FY 09-10 Proposed

Source: RFRO ($000s)	FY 04-05	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	1-Year	1-Year %	5-Year	5-Year %
DEPARTMENTS	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROPOSED	Change	Change	Change	Change
Public Works										
Overtime Salary	2,004	2,247	2,066	2,383	1,882	967	$ (915)	-48.6%	$ (1,037)	-51.7%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Seaport										
Overtime Salary	1,474	1,659	1,964	1,858	987	1,355	$ 368	37.3%	$ (119)	-8.1%
Overtime Fringes	0	0	0	229	0	0	$ -	0.0%	$ -	0.0%
Small Business Development										
Overtime Salary	0	0	0	9	0	6	$ 6	100.0%	$ 6	100.0%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Solid Waste Management										
Overtime Salary	7,175	8,326	3,606	3,962	4,610	4,441	$ (169)	-3.7%	$ (2,734)	-38.1%
Overtime Fringes	1,090	1,282	630	702	864	815	$ (49)	-4.5%	$ (275)	-25.2%
Team Metro										
Overtime Salary	319	350	76	0	0	0	$ -	0.0%	$ (319)	-100.0%
Overtime Fringes	24	70	16	0	0	0	$ -	0.0%	$ (24)	-100.0%
Transit										
Overtime Salary	29,223	29,079	26,294	23,046	23,895	21,381	$ (2,514)	-10.5%	$ (7,842)	-26.8%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
Vizcaya Museum and Gardens										
Overtime Salary	95	61	90	78	90	80	$ (10)	-11.1%	$ (15)	-15.8%
Overtime Fringes	0	0	0	0	17	0	$ (17)	-100.0%	$ -	0.0%
Water and Sewer										
Overtime Salary	8,627	9,851	7,313	9,488	7,252	9,126	$ 1,874	25.8%	$ 499	5.8%
Overtime Fringes	0	0	0	0	0	0	$ -	0.0%	$ -	0.0%
TOTALS										
Overtime Salary	**131,684**	**157,680**	**157,693**	**164,306**	**132,541**	**115,380**	**$ (17,161)**	**-12.9%**	**$ (16,304)**	**-12.4%**
Overtime Fringes	**19,952**	**23,804**	**33,652**	**33,696**	**26,449**	**21,247**	**$ (5,202)**	**-19.7%**	**$ 1,295**	**6.5%**
GRAND TOTAL	**151,636**	**181,484**	**191,345**	**198,002**	**158,990**	**136,627**	**$ (22,363)**	**-14.1%**	**$ (15,009)**	**-9.9%**

10% CUT (13,663)

Attachment 3

Opportunities for Savings &/or Revenue Enhancements

Opportunity	Savings	Revenue
• **Slot Machine Revenue for Miami-Dade County**		$1.034 million

Slot machine operations are expected to begin at certain pari-mutuel facilities in Miami-Dade County during FY 2009-10.

- Anticipated FY 2009-10 slot machine operations:

Venue	Number of Slot Machines		Date for Initial Operations
	Initial Operations	Total Planned	
Flagler Greyhound Track	700	2,500	Oct 2009
Calder Race Course	1,225	2,500	By Feb 2010
Miami Jai Alai	TBD	1,500	TBD

- It is reasonable to consider a conservative estimate of revenues due to the County in the FY 2009-10 budget based on the number of slot machines available in the initial level of operations.

- Anticipated FY 2009-10 County revenue from slot machines: (Assuming that first year, prorated County revenues will be at least 75% of the $946 average revenue per year that Broward County realized per slot machine during FY 2007-08.)

Venue	Est. FY 2009-10 Months of Revenue	Est. FY 2009-10 Revenue
Flagler Greyhound Track	11	$455,000
Calder Race Course	8	$579,000
Miami Jai Alai	TBD	TBD
Total		$1,034,000

Slot machine revenues due to the County are to be paid directly to the County on a monthly basis and do not go through the State.

Per the State of Florida Department of Business and Professional Regulation Division of Pari-Mutuel Wagering, Miami Jai Alai had not yet completed licensing requirements for slot machines at the time we compiled information for this report.

Number, Cost, Revenue Potential, and Guidance on Use of Take Home Vehicles

1. Number of Take Home Vehicles (THVs) – (a.k.a. "24-hour vehicle assignments")

MDPD (per OSBM Fleet Analysis of 3/09):	2,698
MDFR (per Mayor Alvarez' memo of 8/10/09):	28
Other Departments (per GSA Fleet Management Database as of 8/7/09:	584
Total:	3,310

Background: These numbers are in-line with the *Review of County Owned Light Vehicle Fleet – 2007* report as contained in the County Manager's report to the BCC on November 16, 2007. That report stated that, at that time:

> *"A total of 3,232 vehicles (40% of the vehicles assigned to departments) are classified as 24-hour vehicle (take home) assignments. Aside from the 1,731 PPV and LOU assignments, the Police Department has an additional 530 vehicles designated as take home. Other departments with a significantly large number of take home vehicles include Water and Sewer (138), Fire Rescue (126), Building (112), Public Works (135), Enterprise Technology Services (60) and Corrections and Rehabilitation (67). Aside from police officers, some employees who reside outside Miami- Dade County are also take County vehicles home. However, no written policy was found that explicitly authorizes or prohibits this practice."*

2. Cost of Take Home Vehicles

Using Total Life Cycle Costs reported in the County Manager's *Review of County Owned Light Vehicle Fleet – 2007* report, the life cycle costs of THVs are as follows. (See Note 1 below.)

MDPD (2,698 THVs at $39,000 ea.):	$105,222,000
MDFR (28 THVs at $39,000 ea.):	$1,092,000
Other Departments (584 THVs at $30,000 ea.):	$17,520,000
Total (See Note 1 below.)	$123,834,000

Note 1: Because THVs would often be retained in the fleet for other work-related uses, elimination of THV usage will not reduce life cycle costs. However, if annual mileage reductions result from cessation of THV usage, elimination of THV usage might: (a) lengthen vehicles' useful service life in the fleet, and (b) result in reduced annual fuel and maintenance costs.

The County Manager's report *Review of County Owned Light Vehicle Fleet – 2007* provided the following explanation of life cycle costs.

> *"Life cycle costs were computed based on historic maintenance costs, a lifecycle of 100,000 miles and the minimum Environmental Protection Agency (EPA) fuel consumption rating. The total cost of owning a midsize sedan is in excess of $31,000 over the 100,000 miles lifecycle excluding insurance, major parts replacements, collision repairs, and accrued capital replacement charges while the cost of pick-up trucks generally exceeds $40,000. The comparative cost of a full size sedan similar to those assigned to the police department exceeds $39,000, and excludes the cost of specialized police equipment (radios, light bars, stroboscopic lights and sirens). Gasoline-electric*

(hybrid) vehicles such as the Toyota Prius and Honda Civic cost approximately $29,500 and $31,000 respectively."

3. Potential Savings From Elimination of Take Home Vehicles

Assumptions:
a. Gasoline averaging $2.00-$2.75 per gallon
b. Savings of one (1) to two (2) gallons per work day for home-to-work roundtrip;
c. Five (5) workdays per week;
d. 48 workweeks per year; and
e. Vehicles would generally not be totally removed from service but would not be taken home.

Department	Approx. Fuel Savings
MDPD (2,698 THVs):	$1.3 million-$3.6 million
MDFR (28 THVs):	$13,000-$37,000
Other Departments (584 THVs):	$280,000-$771,000
Total (3,310):	$1.6 million-$4.4 million

- The County Manager's *Review of County Owned Light Vehicle Fleet – 2007* report had estimated *"The savings that may be realized by ceasing some take home assignments is approximately $1,409 and 487 gallons of fuel per year per vehicle. This is based on an average round trip of 29 miles (home-work-home) as reported for this region by the U.S. Department of Transportation, Bureau of Transportation Statistics. The savings also assumes a price of $2.73/gal for gasoline, 235 working days per year and an average of 14 miles per gallon fuel consumption. Additionally, the reduction in miles driven would result in fewer preventive maintenance cycles each year."*

- Additionally:
  - Approximate $1,300 per vehicle ($810 in maintenance expenses and $500 in insurance expenses) could be saved for each vehicle that could be completely eliminated from the County's fleet; and
  - Other savings may be feasible if fleet size were reduced with all vehicles being drawn from pools instead of being individually assigned.

- If a $75 per pay period car allowance (equivalent to the Executive Benefit Group 3 car allowance rate) were provided to each existing THV driver in lieu of the THV, the cost would be $6.5 million, which would exceed the fuel savings from elimination of THVs.

- **Police Personalized Patrol Vehicle (PPV)** policies were adopted by Resolution R-941-91 and R-1392-06. R-1392-06 specifically approved PPC use in Broward, Collier and Monroe counties and stated the following.

  "Assignment of personalize patrol vehicles shall be entirely at the discretion of the Department Director and shall not be a fringe benefit or entitlement; neither the granting nor the limiting nor the discontinuation of use of a personalized patrol vehicle shall be grievable or otherwise appealable beyond the Department Director....The Board of County Commissioners reserves the right to cancel this program if, at any time, it

determines that rulings and interpretations under the Fair Labor Standards Act create an unreasonable burden to the general fund."

When the proposed PPV legislation that became R-941-91 was considered by the BCC, County Manager Avino recommended against it based on:

(1) Lack of evidence showing a relationship between take-home vehicle programs and reduced level of crime;
(2) est. 20% of the eligible police officers residing outside the County; and
(3) PPV not being the most effective method of expending $90 million in an attempt to reduce the level of crime. (The $90 million estimate was supported by testimony from the Office of Audit and Management that estimated PPV **costs over a ten (10) year period** to be $90 million.)

In consideration of PPV alternatives in 1991, the BCC amended the proposal to remove a provision that would have charged $150 per month for personal use of a patrol vehicle.

An abstract[1] of a study of two police fleet management programs in San Diego County by Sheldon Zhang and Theodore Benson, "Cost-effectiveness and officer morale of a personally assigned patrol vehicle program: A comparative analysis," published in 1997 in the journal *Policing: An International Journal of Police Strategies & Management*, vol. 20, issue 4, pp. 749-765, noted that the study:

"Concludes that personally-assigned vehicles are most cost-effective to maintain. Moreover, officers report a higher level of satisfaction using a personally-assigned vehicle than a shared patrol car. Finds that those officers with individually-assigned vehicles have less job stress and higher levels of morale."

4. Revenue Potential for User Fees for Use of Take Home Vehicles

- **Charging a flat user fee.** If the County charged a flat fee for use of take home vehicles, it would discourage use of the vehicles by employees whose costs of commuting are low but an unintended consequence is that it might not discourage use by users whose commuting costs are higher. It also would encourage eligible executives to request vehicle allowances in lieu of County vehicles. It might marginally increase use of public transit. The following table provides revenue estimates for three scenarios with different assumptions on the percent of existing take home vehicle users who would continue to use a take home vehicle.

	Scenario #1	Scenario #2	Scenario #3
Fee Per Pay Period (PPD)	$100 PPD	$150 PPD	$200 PPD
Continuing Participation	50.0%	25.0%	5.0%
MDPD	$3,507,400/year	$2,630,550/year	$701,480/year
MDFR	$36,400/year	$27,300/year	$7,280/year
Other	$759,200/year	$569,400/year	$151,840/year
Total Est. Revenue	$4,303,000/year	$3,227,250/year	$860,600/year

[1] Online abstract available at http://www.emeraldinsight.com/Insight/html/Output/Published/EmeraldFullTextArticle/Pdf/1810200411.pdf as of August 21, 2009

- **Charging a mileage based user fee.** Charging a mileage based user fee would charge proportionally more for those take home vehicle users who cost the County the most in vehicle expenses, those who live farthest away.) This could be done by using the federal mileage rate that the County uses to reimburse employees for official use of a privately owned vehicle per resolution R-1345-03 (presently 55 cents per mile), and applying it to the portal-to-portal mileage for the take home vehicle use.
  - If all existing non-public safety take home vehicle users reimbursed the County 55 cents per mile for portal-to-portal mileage, it would yield approximately $2 million per year.
  - Many existing take home vehicle users would voluntarily cease use of a County vehicle for take home use so actual user fee revenue would be substantially reduced.

- **Potential unintended consequence of take-home vehicle reductions.** If employees who previously had take home vehicles are paid vehicle allowances in lieu of the County vehicle, it could eliminate any savings and might increase overall costs to the County.

5. Guidance on Use of Take Home Vehicles

Administrative Order No. 6-2, effective March 15, 1994, and County Procedures Manual Procedure No. 802, effective January 2009, pertain to take home (24 hour vehicle) assignments.

The documents:

a. Limit use to County business only;
b. Require operation by only County employees;
c. Prohibit transport of other County employees unless both the operator and passenger are on County business;
d. Prohibit transport of non-County employees unless involved in County related business;
e. Prohibit transport of other County employees to and from work;
f. Require the employee assigned the THV be responsible for proper use of the vehicle and for assuring that the vehicle is safe from vandalism or other damage; and
g. Prohibit leaving the vehicle at the employee's residence during a scheduled absence from work (e.g. vacation).

Additionally, resolutions R-941-91 and R-1392-06, which authorize the Personalized Patrol Vehicle (PPV), direct the County Manager to promulgate detailed rules and restrictions for PPV program participation.

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

Agenda Item No. 8(A)(1)(A)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Award recommendation for the Non-exclusive Telecommunications & Network Services Management Agreement Miami-Dade Aviation Department RFP No. MDAD-08-06, to Norstan Communications Inc., d/b/a Black Box Network Services not to exceed $50,000,000

RECOMMENDATION

It is recommended that the Board approve the attached Non-exclusive Telecommunications and Network Services Agreement (the "Agreement") between Miami-Dade County (the "County") through its Miami-Dade Aviation Department ("MDAD" or the "Department") and Norstan Communications, Inc. d/b/a Black Box Network Services, Inc. ("Black Box" or the "Contractor") to provide telecommunications and network management services at Miami International Airport ("MIA" or the "Airport"), and the general aviation airports. It is further recommended that the Board authorize the Mayor or his designee, to execute said agreement and any cancellation or termination provisions on behalf of the County. Exhibits to this Agreement are on file with the Clerk of the Board.

SCOPE

The work will be performed in various districts.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact of this award over the contract period, five years with two one-year renewals, is approximately $50 million. The source of funding for this Agreement is MDAD's Operating Budget. Additionally, the Department generates annual revenues of $1,234,368 from tenants and users at the Airport through provision of Shared Airport Tenant Services ("SATS").

TRACK RECORD/MONITOR

Black Box is the current vendor performing telecommunications and network services for MDAD and is in good standing according to MDAD Telecommunications Chief, Pedro Garcia, P.E. A full due diligence analysis was conducted on Black Box, the proposer on this RFP, which revealed no pending infractions or existing suspensions at the state or federal levels. Black Box acquired NextiraOne LLC, on April 30, 2006. NextiraOne pled guilty to charges stemming from e-rate business conducted with libraries in South Dakota. The Federal Communications Commission ("FCC") suspended NextiraOne for one (1) year "from participating in any activities associated with or related to the schools and libraries support mechanism, including the receipt of funds or discounted services through the schools and libraries support mechanism, or consulting with, assisting or advising applicants or service providers regarding the schools and libraries support mechanism". The suspension against NextiraOne has since been lifted, and Black Box is an active vendor at both state and federal levels. It should be noted that NextiraOne LLC, was not a proposer on this solicitation.

COMPLIANCE DATA

There is no history of violations for this firm in the Department of Small Business Development's database.

DELEGATED AUTHORITY

The authority of the Mayor/County Manager to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. The Agreement provides that within the total estimated agreement amount of $50 million, that procurements for various services and equipment will be processed, as well as any renewal, cancellation and termination provisions contained therein.

BACKGROUND

The County, through its Miami-Dade Aviation Department, solicited proposals from interested parties to provide telecommunications and network management services at MIA and the general aviation airports. Request for Proposals No. MDAD-08-06 (the "RFP"), for Non-exclusive Telecommunications and Network Services Management Agreement was advertised on April 21, 2008.

The following three (3) firms responded to the County public advertisement:

- Shared Technologies, Inc. ("Shared")
- Air-Transport Services Inc. ("Air-IT")
- Norstan Communications, Inc. d/b/a Black Box Network Services ("Black Box")

The Evaluation/Selection Committee (the "Committee") reviewed the three (3) proposals, and found Shared and Air-IT non-responsible for failing to meet the minimum qualifications. The Committee determined that based on the proposals submitted by Shared and Air-IT, and the additional reference checks conducted on the firms, that both firms lacked the requisite experience to perform the required services. The Committee found Black Box responsible, and recommended Black Box for negotiations. The appointed Negotiation Committee successfully negotiated a contract with Black Box on March 17, 2009.

PROJECT:	Non-exclusive Telecommunications and Network Services for Miami-Dade Aviation Department
PROJECT NO.	RFP No. MDAD-08-06
PROJECT LOCATION:	Miami International Airport and general aviation airports
DESCRIPTION OF PROJECT:	The Contractor shall furnish all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, management and operational support services for all voice and data network infrastructure (the "Work") for MDAD, its users and tenants, and the management of SATS for the County to tenants and users at the Airport. The scope of services include the provisioning of voice and data network services and maintaining existing and future voice and data networks infrastructure equipment including installation, operation, repair, maintenance, monitoring and support of all MDAD network and telephone devices. The Contractor shall provide 24/7 on-site Help Desk and Network Operation Center dedicated to providing uninterrupted service to Airport operations, including the provisioning of access to a remote Technical Assistance Center to help local staff resolve troubles as needed.

At the request of the County, the Contractor shall be capable of performing telecommunications infrastructure installations for new buildings, remodeling or additions to existing buildings, located on the airport property, including telephone, data network, wireless systems, public address system, Airport operational systems, building management systems, life safety, conduit and any telecommunications inside wiring and outside plant needed to support these or any other systems necessary to make the buildings operational, when these requirements are omitted or changed from the builder's original scope of work or if new requirements are identified since the original scope of work was prepared

If, at the request of the County, the Contractor performs the work above, the County shall reimburse the Contractor for the approved cost of such work. Upon the request of the County and advice as to the work to be performed by the Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

AGREEMENT AMOUNT:

Management Fee

The Agreement provides for a management fee of $7,136,906 for the first year based on a staff of fifty-one (51) persons, which includes all overhead, and profit. The compensation for the rest of the Agreement is based on this management fee as adjusted for the requirements of the Capital Improvement Program ("CIP") and the change in the Florida Consumer Price Index ("CPI") for all Urban Consumers for Miami-Ft. Lauderdale for the salaries of the personnel.

Variable Cost

The Agreement also provides for estimated variable costs plus 8% mark up when authorized by the Department as follows:

1) Procurement of new materials and equipment at $1,100,000 per year

2) Obligations with vendors for all third-party maintenance agreements at $90,000 per year:

3) Project management of subcontracts at $600,000 per year:

4) On-call after hour services at 350 hours per year estimated at $177,753

The estimated total fixed and variable costs for the initial, five (5) year term of the Agreement is $37,772,379, (see Table 1 attached hereto).

Although the initial five (5) year Agreement amount reflects a total of $37,772,379, the Department recommends a total allocation of $50,000,000, in order to prudently support new construction and tenants, mitigate unforeseen circumstances (natural disasters, emergencies), and have the required funding to cover the additional two (2) year extension should the Department decide to exercise this option. All procurement expenditures will be processed in

	accordance with the dollar thresholds established in Administrative Order 3-38.
CONTRACT PERIOD:	Five (5) years
OPTION TO EXTEND:	Two (2) years, in one (1) year increments
REVIEW COMMITTEE DATE:	October 3, 2007
CONTRACT MEASURES:	Eight percent (8%) CSBE Goal
CONTRACT MEASURE ACHIEVED:	Eight percent (8%) ($3,021,790.32) Sub-contractor: Ruben Electric Technology Inc. Certification No. 10209
CWP WORKFORCE GOAL:	For work performed at MIA - 29% (11 employees) For work performed at Opa-locka - 45% (17 employees) For work performed at other MDAD facilities the CWP goal will be determined in accordance with Administrative Order No. 3-37
COMPANY NAME:	Norstan Communications, Inc. d/b/a Black Box Network Services
COMPANY PRINCIPALS:	Ralph Terry Blakemore, President Michael McAndrew, Vice President
COMPANY LOCATION:	5101 Shady Oak Road Minnetonka, MN 55343
GENDER, ETHNICITY, OWNERSHIP:	Black Box is publicly traded (NYSE:BBOX)
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	2/2004 as NextiraOne, LLC amount $35,580,448 First Amendment increased amount to $42,696,537 Second Amendment increased amount to $46,792,711
RESPONSIBLE WAGES:	Yes
LIVING WAGE:	No
USER AGENCY:	Miami-Dade Aviation Department

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 8(A)(1)(A)

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

Veto _____

Override _____

Agenda Item No. 8(A)(1)(A)

10-6-09

RESOLUTION NO. _____

RESOLUTION APPROVING NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORSTAN COMMUNICATIONS, INC. D/B/A BLACK BOX NETWORK SERVICES FOR MIAMI-DADE AVIATION DEPARTMENT, RFP NO. MDAD-08-06; IN AN AMOUNT NOT TO EXCEED $50,000,000; AND AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENT AND EXERCISE ANY CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board: (i) approves the Non-exclusive Telecommunications and Network Services Agreement (the "Agreement") for the Miami-Dade Aviation Department ("MDAD" or the "Department") between Miami-Dade County (the "County") and Norstan Communications, Inc. d/b/a Black Box Network Services ("Black Box"), RFP No. MDAD-08-06, in substantially the form attached hereto, and in an amount not to exceed $50,000,000 for a term of five (5) years, with an option to renew for two (2) years in one (1) year increments at the County's sole discretion; and (ii) authorizes the Mayor or designee to execute same and exercise or enforce the cancellation or termination provisions contained therein. The Agreement (a) furnishes all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, management and operational support services for all voice and data network infrastructure for MDAD, its users and tenants, and (b) manages Shared Airport Tenant Services provided to tenants and users at Miami International Airport.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. for DSH

David Stephen Hope

Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126
Fax: (305) 375-2484

July 10, 2009

Miguel De Grandy, P.A.
800 Douglas Road, Suite 850
Coral Gables, FL 33134

Re: Bid Protest – RFP No. MDAD-08-06
Non-exclusive Telecommunications & Network Services Management Agreement

Dear Mr. De Grandy:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation filed by the hearing examiner in connection with the foregoing bid protest hearing which was held on July 1, 2009.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By Diane Collins
Diane Collins, Acting Division Chief
Clerk of the Board Division

DC/fcd
Attachments

cc: Honorable Carlos Alvarez (via email)
George Burgess, County Manager (via email)
Ysela Llort, Assistant County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
David Hope, Assistant County Attorney (via email)
Jose Abreu, Director, MDAD (via email)
Ana Sotorrio, Associate Aviation Director, MDAD (via email)
Lenora Allen-Johnson, MDAD (via email)
Tony Quintero, MDAD (via email)
Marie Clark-Vincent, MDAD (via email)
Air Transport IT Services, Inc. (via US Mail)
Norstand Comm./Black Box Network Services (via US mail)
Shared Technologies, Inc. (via US mail)

CLERK OF THE BOARD
2009 JUL 10 AM 11:04
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

DOUTHIT LAW, LLC
5955 NE 4th Court
Miami, FL 33137
(305) 893-0110 (305) 893-7499 Fax

July 9, 2009

TO: Clerk of the Board

FROM: Marc Anthony Douthit, Esq.

RE: Bid Protest–Project No. MDAD-08-06
Non-exclusive Telecommunications and Network Services Management Agreement

MEMORANDUM OPINION

This matter came before this Hearing Examiner on July 1, 2009 on the Bid Protest of Air Transport IT Services, Inc. (Air-IT), protesting Miami-Dade County's Recommendation of Award of Project Number MDAD-08-06, Non-exclusive Telecommunications and Network Services Management Agreement (Contract) to Norstan Communications d/b/a Black Box Network Services (Black Box). Air-IT was represented by Miguel DeGrandy, Esq., the Office of the County Attorney was represented by David Stephen Hope, Esq. and Black Box was represented by Jose Villalobos, Esq.

Prior to the Hearing, Black Box moved to intervene in the proceedings, arguing that as the recommended bidder they had a vested interest in the outcome of these proceedings. In reviewing Air-IT's Written Intent to Protest, the relief it seeks is that the Contract in question be rejected and the recommendation of award to Black Box be

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thrown out and a new solicitation issued. Clearly, Black Box has an interest in the outcome of this matter and as such, its intervention in this matter was allowed.[1] .

PROCEDURAL BACKGROUND

Miami-Dade County, through the Miami Dade Aviation Department (County or MDAD) issued a Request for Proposal for project MDAD-08-06 on May 2, 2008 (RFP). The RFP sought responses from vendors to perform telecommunications and network management services at Miami International Airport, the general aviation airports and other Miami-Dade Aviation Department facilities which may be added in the future (collectively "the Airport"). Air-It, Black Box and a third entity, Shared Technologies, Inc. responded to the RFP.

Prior to the bid submission deadline, Air-IT, through counsel submitted to MDAD in accordance with Implementing Order, IO 3-21, certain objections to the RFP as written. This letter dated June 4, 2008 was written with the specific intention to allow Air-IT to preserve its rights in the event it later filed a Bid Protest directed to the issues raised in the letter. At the hearing the parties agreed that the issues raised in the Pre-Bid letter of objection, from a procedural standpoint at least, were properly preserved by Air-IT and those issues were submitted and argued before this Hearing Examiner at the Hearing.

[1] At the time of the hearing, both the Protestor and the County Attorney indicated that they did not have any objection to the intervention of Air-IT in these proceedings.

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Air-IT also raised several other issues in its Written Intent to Protest which can be generally divided into two categories. First, are those issues raised in the Pre-Bid Objection letter dated June 4, 2008. The remaining issues relate to the "administration" of the bid process. This second category of issues go to the heart of Air-IT's assertion that the recommended bidder, Black Box was, in both the structure and language of the RFP and in the County's treatment during the bid process, given preferential treatment. This in turn skewed the bid process in favor of Black Box.[2]

By Memorandum dated August 5, 2008, all of the bidders were found to be "responsive" to the RFP. However, the proposals of Shared Technologies and Air-IT were found by the Evaluation Committee to be non-responsible due to their failings in meeting the Minimum Qualifications of the RFP. Subsequently, Black Box was notified by the County that it was the highest ranked responsive and responsible bidder and a recommendation was made to the County Manager to award the contract to Black Box. The County Manager in turn, recommended to the Board of County Commissioners that the contract be awarded to Black Box. It is from that recommendation of award that Air-IT filed its Written Notice of Intent to Protest.

IMPACT OF MDAD-04-01

Air-IT has asserted that the current RFP, which is the subject of this Protest is essentially identical to Request for Proposals, MDAD-04-01 (2004 RFP), issued for the

[2] Air-IT also makes a general objection to the RFP that the language contained in the RFP was so vague and unrelated to the project at hand as to render it arbitrary and capricious. Without going into to detail as to each such issue, I do not find that the language of the RFP is unusually vague and therefore not arbitrary

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same services in 2004. Without going into a detailed comparison of the similarities of the terms of the two RFP's, the impact of the terms and conditions of the 2004 RFP on this process is limited. Air-IT contends that the County recognized the flaws in the 2004 RFP when none of the bidders were able to meet the Minimum Qualification Requirements. As a result, in 2008, using those same criteria, the only bidder who could possibly meet the Minimum Qualification Requirements in this RFP would be the incumbent, which in this case would be Black Box. Black could accomplish this by virtue of their purchase of the recommended bidder in the 2004 RFP, Nextira One.

Pedro Garcia, the Chair of Telecommunications for the Aviation Department, testified that to his recollection, the Minimum Qualification Requirements in the 2004 RFP were changed to lessen the number of years of prior experience that was required to meet the Minimum Qualification Requirements of the 2004 RFP. Air-IT points out that the 2004 Evaluation Committee expressed concern that none of the 2004 bidders met the Minimum Qualification Requirements of 2004 RFP. As such, the Minimum Qualification Requirements were adjusted so that some or all of the 2004 bidders to be able to meet them.

In 2008, using the same criteria, only Black Box met the Minimum Qualification Requirements and Air-IT suggests that not only did these criteria eliminate many potential bidders, but also favored Black Box as the incumbent. While it is impossible to tell whether the Minimum Qualification Requirements prevented any potential bidders

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or capricious. Any questions which a potential Proposer may have could have been addressed prior to the bid submission date and indeed Air-IT took advantage of this opportunity.

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from responding to the 2008 RFP it cannot be said that using these same minimum qualifications somehow favored Black Box. The mere passage of time is sufficient to change the dynamic in such a way that makes qualifications that may have indeed been unreasonable and unreachable in 2004, perfectly reasonable and reflective of the current market conditions in 2008. I have no evidence before me, nor am I aware of any legal authority that requires the County to treat each of these RFP's identically, particularly four years later.

Related to this issue is the question of whether the incumbent, Black Box somehow benefited by the language of the RFP, particularly with respect to the inclusion of a Transition Plan as a requirement of the RFP response. Air-IT was careful to point out in its Written Intent to Protest that it was not challenging the relative weight being given to the Transition Plan requirement, but rather, its issue is with the perceived advantage gained by Black Box as the incumbent.

Air-IT points out that in attempting to comply with the Transition Plan requirement, it contacted certain key members of the existing provider's staff to determine if they would, if Air-IT was the recommended bidder for the RFP, be willing to work with the Air-IT team. In response, Black Box sent Air-IT a letter demanding that Air-IT refrain from any contact with its employees. Air-IT suggests that Black Box was and is the only bidder who can provide a "seamless" transition, since it is currently performing these services at the Airport.

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In reading the plain language of the RFP as it relates to the Transition Plan, I find no language which would tend to show a bias towards Black Box or against Air-IT. While Air-IT has interpreted the Transition Plan requirement as the need to create a "seamless" transition, there is nothing in the language of the RFP that imposes such a requirement.

I do not think it reasonable to expect that any member of the evaluation committee who has had experience with Black Box as the incumbent, could completely overlook and ignore that information and experience in their evaluation. However, Black Box's incumbency can work in both directions. The experiences can be positive and negative. While Air-IT believes that incumbency will assist Black Box, it is entirely possible that the position of being the incumbent could have had a negative impact on the Black Box bid.

Air-IT suggests as much in its May 23, 2008 letter from its counsel to Black Box, implying that although the County has the option to extend the existing contract, it has chosen to put the contract back out for bid, something not routinely done when the County is satisfied with the services of the incumbent. Certainly, there is nothing in the language of the RFP which tends to give any indication either way.

The language simply calls for a Plan. Given, that at the end of the day, the RFP process could result in a new provider, change was a contemplated by-product of the process. Air-IT could create a Plan of its own choosing detailing how it would handle the changed circumstances which would exist from Air-IT replacing Black Box at the

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Airport. The language in the RFP related to the Transition Plan does not impose a "seamless" requirement, but merely a statement as to how Air-IT was going to manage that change. I do not find that this language creates an unfair competitive advantage for the incumbent, nor does it create a disadvantage to any other Proposer.

FINANCIAL VIABILITY OF AIR-IT

One of the basis' for the County declaring Air-IT a non-responsible bidder was Air-IT's failure to provide Tax Returns and audited Financial Statements for Air-IT. Air-IT provided financial information from its parent company FRAPORT. The County determined that the information provided by Air-IT did not meet the minimum qualifications because it was not information from the "Proposer", but rather from its parent corporation.

Air-IT contrasts this determination by the County against the determination by the County that Black Box could utilize the prior experience of its affiliated corporations to bolster its "resume" showing that it provided the services sought under the RFP in other places. The testimony of Gregory Nicholson, Vice President and General Counsel of Nextira One d/b/a Black Box Network Services indicated that Norstan Communications, Inc., the bidder under for the RFP has a very complex corporate structure and there are many entities that do business as Black Box Network Services. He explained that Black Box Corporation is a holding company and it has many subsidiaries many of which using the Black Box name in one form or another.

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When questioned about the experience of "Black Box" having performed like services for other facilities and in other locations, Mr. Nicholson conceded that he was unaware of which Black Box Network Services actually performed the services for these facilities. Further, Pete Betancourt, Aviation Chief Procurement Contracting Officer for MDAD, testified that in his inquiry regarding the experience of Black Box, he did not seek to make any distinction between the various Black Box entities and considered the experience of each as meeting the experience qualifications.

The County counters the Air-IT position by stating that Black Box and Nextira One, the current contractor is one in the same, since Black Box purchased Nextira One in 2006. Both Pedro Garcia and Pete Betancourt of MDAD considered the work and experience of Nextira One as applicable to Black Box, since the same individuals who were performing the work at the airport for Nextira One are now performing the work for Black Box.

The language of the Financial Viability Section of the RFP provides in relevant part: "The Proposer must provide evidence to indicate that the Proposer has financial resources..." In its June 27, 2008 letter, MDAD requested financial information from Air-IT. The information that Air-IT had provided in its bid proposal related to its parent corporation, FRAPORT which they assert "stands in the shoes" of Air-IT. Air-IT's reliance on this arrangement being satisfactory to the County was partly based on the fact that Air-IT is currently under contract with the Airport to provide Airport Operation Information Systems (AOIS) services at the Airport. In response to the Request for

Proposals that was issued for that project, Air-IT provided the financial information of FRAPORT, its parent company and that was acceptable under those circumstances.

I do not mean to suggest or imply that the County is under any obligation to administer the RFP process for every contract in an identical fashion. Indeed, there may be perfectly valid and legitimate reasons for the acceptance of this type of financial information under the AOIS RFP that are not applicable here. The County certainly has the right and ability to make these independent determinations and it is not my place to replace my judgment for the judgment of the County. However, the conduct of the County under the AOIS contract does show recognition of the complex and intertwined business structures of many of today's large, multi-national corporations. Air-IT is a part of a larger body of inter-related companies. Depending on corporate structure of these types of companies, the parent corporation may be the source of all of its financial strength. This structure is consistent with the language of the RFP in that a fair reading of the language only requires that the Proposer provide "evidence" of the Proposer's financial resources. There is nothing in this language that points a Proposer to any particular type of evidence and while the County may value and give more weight to certain types of evidence, the determination that Air-IT was non-responsible based upon its failure to meet the minimum qualifications for Financial Responsibility was arbitrary and in this regard Air-IT's point is well taken.

The County's analysis with respect to Black Box's experience in meeting the minimum qualifications regarding Black Box's prior experience at other facilities further

highlights this point. Black Box is also a part of a large conglomerate of corporations. Mr. Nicholson testified that while he was unsure of the exact number, there may well be over fifty affiliated companies all doing business as Black Box Network Services. While no one could testify with any absolute certainty, it is clear that Black Box was permitted to utilize the experience of many of these affiliates to bolster its bid proposal.

I have been unable to identify a difference between the use of affiliated companies and for this purpose and the use by Air-IT, of its parent company for the purpose of Financial Viability. The distinction might be that one is that one usage is limited to the financial qualifications and the other is related to the ability to perform the work under the RFP. However, the language of the two sections of the RFP which both specifically refer to the Proposer's information, do not warrant a completely different outcome in this regard.

That being said, I do not accept the position advanced by Air-IT that the County could not and should not have used the experience of the various Black Box entities as part of its evaluation process of Black Box's bid and therefore Black Box should have been deemed a non-responsible bidder. As with the submission of Air-IT's financial information, the County is free to give appropriate weight to how a Proposer seeks to meet the Minimum Qualification Requirements. The County's discretion in this regard is not at issue however, it is the apparent unequal application of these standards that have given legitimacy to Air-IT's challenge in this regard. The County rightfully made a

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determination with respect to Black Box and a fair interpretation of the RFP should have compelled a similar result with respect to Air-IT.

If Financial Viability was the sole basis for the determination that Air-IT was non-responsible, then no further analysis of this Bid Protest would be required. However, the evidence presented indicates that there were other independent bases for MDAD's determination that Air-IT was a non-responsible bidder.

DETERMINATION OF AIR-IT'S NON-RESPONSIBILITY

Responsibility is a question of the evaluation of a bidder to perform a contract and invest public authorities with discretionary power to pass upon the honesty and integrity of the bidder necessary to a faithful performance of the contract - upon his skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts, and the quality of his previous work . . . ." *Engineering Contractors Association of South Florida v. Broward County*, 789 So.2d 445 (Fla. 4th DCA 2001). A RFP is used when the public authority is incapable of completely defining the scope of work required, when the service may be provided in several different ways, when the qualifications and quality of service are considered the primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation and specificity. *Sys. Dev. Corp. v. Dep't of Health & Rehabilitative Servs.*, 423 So.2d 433, 434 (Fla. 1st DCA 1982). The complexity of the scope of work and the need to utilize the RFP process in this instance is not in dispute.

While the September 19, 2008 letter to Air-IT from MDAD informing Air-IT that they were found to be a non-responsible bidder does not go into detail, MDAD asserted at the hearing that there were several reasons for this determination. Primary among them was the lack of requisite experience of Air-IT in performing the scope of services.

According to the testimony of Pete Betancourt, MDAD could not verify the information listed by Air-IT as proof of its requisite experience. Significantly, he was unable to find any corroboration for Air-IT's having performed similar work to what is required under this RFP. The prior experience he was able to verify did not indicate that Air-IT had the requisite telecommunications experience that was necessary and required. Based upon this, both he and Pedro Garcia testified that the Evaluation Committee determined that Air-IT was not a responsible bidder.

There was some mention of the experience of Air-IT's sister corporation, Gedas, A.G. and the experience they had in providing the services required under the RFP. These experiences may have bolstered the experience and capabilities of Air-IT. However, this experience was not included by Air-IT in its Bid and was justifiably not considered by MDAD in its determination of Air-IT's responsibility.

It is not my place to insert my judgment in the place of MDAD. Absent a showing that MDAD's determination that Air-IT was a non responsible bidder was arbitrary or capricious or that it was the product of fraud, dishonesty, illegality, oppression or misconduct, the determination by MDAD must stand. *Liberty County v.*

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Baxter's Asphalt & Concrete, Inc., 421 So.2d 505 (Fla. 1982). There has been no evidence presented which would lead to this conclusion.

PUBLIC ENTITY CRIMES AFFIDAVIT

In its Written Intent to Protest, Air-IT's ultimate request for relief is to have the recommendation to award the contract to Black Box thrown out and to have the project re-advertised for bid. In order to justify this position, Air-IT has asserted not only that it has been unfairly treated during the bid process, but also that Black Box is not a responsible bidder and therefore not eligible to receive the award of this contract.

One of the justifications that Air-IT uses for its assertion that Black Box is not a responsible bidder centers around the County's handling and treatment of Black Box's Public Entity Crimes Affidavit. This issue, according to Air-IT is symbolic of the preferential and disparate treatment received by Black Box as the incumbent during the entire Bid Process.

Black Box is considered the incumbent by virtue of its purchase of Nextira One, who was the recommended bidder from the 2004 RFP and is currently performing the work at the airport. In 2006, Nextira One pled guilty to a single count of Wire Fraud in Federal Court. As a result, Black Box was required to disclose certain information on its Public Entity Crimes Affidavit as part of its Bid submission. Air-IT contends that the affidavit of Black Box was deficient and should have caused Black Box to be deemed non-responsive to the RFP.

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Pete Betancourt testified that he investigated the issues related to the Public Entity Crimes Affidavit and the corresponding requirements of Florida Statute, Section 287.133. The County further performed a check of the Public Records and determined that Nextira One was not on any Convicted Vendors List and any prior period of debarment had expired. Pursuant to the language of the RFP, this is all that is required.

I do not find that the County's actions in either determining that Black Box had either satisfied the requirements necessary to fully and accurately complete the Public Entity Crimes Affidavit created a process which was somehow unfair to Air-IT or any other bidder.

MDAD requested additional information from Black Box for the purpose of clarification and met with Black Box on the issue. This is no different than the County requesting the additional written information from Air-IT regarding the Financial Viability information Air-IT provided in its Bid Proposal. Each Proposer had the opportunity to respond to MDAD's inquiry and satisfy their concerns. In this regard, all the bidders have been treated equally and fairly.

PROPOSAL GUARANTEE DEPOSIT

The requirement of the Proposal Guarantee Deposit raises an interesting point. It is a requirement imposed upon a bidder after determinations of responsiveness and responsibility have already been made. The Office of the County Attorney had already made a determination that Black Box is a responsive bidder. Further, a determination by the RFP Evaluation Committee had already been made that Black Box was a responsible

bidder. If the Proposal Guarantee Deposit is an ongoing "responsibility" requirement, then the question becomes is this a material provision of the RFP that cannot be waived either intentionally or by mere inaction as appears to be the case here.

Pete Betancourt testified that it was his belief that Black Box was required to post the Proposal Guarantee Deposit within seven days of being notified by the County to do so, which they did. He provided no substantive explanation for why the County waited until after negotiations to make this request except to say it appeared to be an oversight.

The County has wide discretion in exercising its judgment over the contracting decisions. However, as a public body the County is not entitled to omit or alter **material** provisions required by the RFP because in doing so the public body fails to "inspire public confidence in the fairness of the [RFP] process." State, *Dep't of Lottery v. Gtech Corp.*, 816 So.2d 648 (Fla. 1st DCA 2001). Although a bid containing a material variance is unacceptable, *Glatstein v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla.1981), not every deviation from the invitation is material.

The question is whether or not the Proposal Guarantee Deposit provision of the RFP is a "material" provision. It is only material if it gives the bidder a substantial advantage over the other bidders and thereby restricts or stifles competition. (*Robinson Electrical Co., Inc. v. Dade Co.*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). See also Rule 13A-1.02(9), Fla.Admin.Code, which reserves to the agency the right to waive any minor irregularities in an otherwise valid bid, a minor irregularity being a variation which "does not affect the price of the bid, or give the bidder an advantage or benefit not

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enjoyed by other bidders or does not adversely impact the interests of the agency." *Tropabest Foods, Inc. v. State, Dept. of General Services*, 493 So.2d 50 (Fla. 1st DCA 1986). A material provision has been found to mean a provision which gives one bidder a substantial advantage over another. *Robinson Electric, Co. v. Metropolitan Dade County*, 417 So.2d 1032 (Fla. 3rd DCA 1982. In determining whether a specific noncompliance constitutes a substantial and hence nonwaivable irregularity, the courts have applied two criteria--first, whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition. *Robinson* at 1033.

Here both elements of the two part criteria weigh in favor of this requirement being one that MDAD would have the discretion to waive. MDAD was apparently satisfied that a valid contract would be entered into since it engaged in negotiations with Black Box and expressed no concern over the lack of a Proposal Guaranty Bond. More importantly in this instance, this deviation was regarding a requirement that was only imposed after the "notification" that Black Box was invited to negotiate. The competitive bidding process was not affected to the extent that it was compromised in any way. *Robinson* which involved a question of a bidder's failing to submit a bid bond, but rather

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submitted a cashier's check cites *Bryan Construction, Co. v. Board of Trustees*, 31 N.J. Super. 200, 106 A.2d 303 (App.Div. 1954), which states:

> "If it can be said any irregularity here existed, it is patent that competitive bidding was not in any wise affected. It prevented no one from bidding, and all those that did bid were on equal footing, having the same opportunities as the defendant to read and utilize the instructions."

Here the same is true. This post negotiation requirement was not anti-competitive, since it was only imposed after a bidder had already been singled out for negotiation. Whether by intent or by accident, it cannot be said that the County's interpretation of when the Proposal Guarantee Deposit was due, right or wrong somehow so taints the bid process as to warrant granting the relief sought by Air-IT.

CONCLUSION

The Protestor has a high burden to carry in protesting a recommendation under a RFP. The County has wide latitude in the administration of the Bid Process and in its determinations of responsibility. The depth and breadth of that latitude is certainly being tested in this case. However, I cannot find that as a whole, the RFP, the administration of the bid process or the conclusions reached by MDAD are either arbitrary and capricious or the product of dishonesty, fraud, illegality, oppression or misconduct. I am constrained to the boundaries of those criteria in reaching my conclusions and as such find and recommend that the Recommendation of the County Manager to award the contract under RFP MDAD 08-06 be AFFIRMED and the protest of Air-IT be DENIED.

Marc Anthony Douthit
Hearing Examiner

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Table 1
Proposal Line Items

		Direct Salary Individual Hourly Rate	Direct Salary Individual Yearly Salary	Total Yearly Salary	Payroll Multiplier	(CPI For Miami-Ft. Lauderdale, Adjusted Annually, presently 2.9%) Year 1 0%	Year 2 2.90%	Year 3 2.90%	Year 4 2.90%	Year 5 2.90%
1.0 On-Site Management Maintenance and Operations Staff										
Service Manager	1	$62	$128,960	$128,960	1.96	$252,762	$260,092	$267,634	$275,396	$283,382
Office and Administrative Supervisor	1	$31	$64,480	$64,480	1.96	$126,381	$130,046	$133,817	$137,698	$141,691
Administrative Assistant	1	$17	$35,360	$35,360	1.96	$69,306	$71,315	$73,384	$75,512	$77,702
Billing Specialist	1	$18	$37,440	$37,440	1.96	$73,382	$75,510	$77,700	$79,954	$82,272
Purchasing Administrator	1	$20	$41,600	$41,600	1.96	$81,536	$83,901	$86,334	$88,837	$91,414
SATS Technical Specialist	1	$48	$99,840	$99,840	1.96	$195,686	$201,361	$207,201	$213,210	$219,393
Voice Communications Supervisor	1	$43	$89,440	$89,440	1.96	$175,302	$180,386	$185,617	$191,000	$196,539
Senior Voice Technician - LEAD	1	$34	$70,720	$70,720	1.96	$138,611	$142,631	$146,767	$151,023	$155,403
Senior Voice Technicians	2	$27	$56,160	$112,320	1.96	$220,147	$226,531	$233,101	$239,861	$246,817
PBX Engineer	1	$43	$89,440	$89,440	1.96	$175,302	$180,386	$185,617	$191,000	$196,539
PBX Programmer / Administrator	1	$40	$83,200	$83,200	1.96	$163,072	$167,801	$172,667	$177,675	$182,827
Voice Technician	5	$24	$49,920	$249,600	1.96	$489,216	$503,403	$518,002	$533,024	$548,482
Data Communications Supervisor	1	$47	$97,760	$97,760	1.96	$191,610	$197,166	$202,884	$208,768	$214,822
Network Engineer Level V	1	$67	$139,360	$139,360	1.96	$273,146	$281,067	$289,218	$297,605	$306,236
Network Engineer	6	$43	$89,440	$536,640	1.96	$1,051,814	$1,082,317	$1,113,704	$1,146,002	$1,179,236
Network Technicians	1	$25	$52,000	$52,000	1.96	$101,920	$104,876	$107,917	$111,047	$114,267
Help Desk & NOC Supervisor	1	$42	$87,360	$87,360	1.96	$171,226	$176,191	$181,301	$186,558	$191,969
NOC Technicians - Senior Level	2	$24	$49,920	$99,840	1.96	$195,686	$201,361	$207,201	$213,210	$219,393
NOC Technicians	11	$19	$39,520	$434,720	1.96	$852,051	$876,761	$902,187	$928,350	$955,272
NOC Openview/Netview Configuration Admi	1	$41	$85,280	$85,280	1.96	$167,149	$171,996	$176,984	$182,117	$187,398
Cable Planning & Special Projects Sup.	1	$41	$85,280	$85,280	1.96	$167,149	$171,996	$176,984	$182,117	$187,398
Cable Planning & Sp. Proj. Engineer	1	$40	$83,200	$83,200	1.96	$163,072	$167,801	$172,667	$177,675	$182,827
Fiber and Copper Cable Technicians	2	$28	$58,240	$116,480	1.96	$228,301	$234,922	$241,734	$248,745	$255,958
Facility Engineer - PM	3	$31	$64,480	$193,440	1.96	$379,142	$390,138	$401,452	$413,094	$425,073
Cable Management Field QA	1	$31	$64,480	$64,480	1.96	$126,381	$130,046	$133,817	$137,698	$141,691
Cable Management Data Entry Clerk	1	$16	$33,280	$33,280	1.96	$65,229	$67,120	$69,067	$71,070	$73,131
CADD Operator	1	$27	$56,160	$56,160	1.96	$110,074	$113,266	$116,550	$119,930	$123,408
Principal Engineer Special Projects	0	$55	$114,400	$0	1.96	$0	$0	$0	$0	$0
Warehouse Clerk	0	$17	$35,360	$0	1.96	$0	$0	$0	$0	$0
Desktop Support Specialist	0	$24	$49,920	$0	1.96	$0	$0	$0	$0	$0
Total	51									
(Per recommended staffing)										
2.0 After Normal Work Hours Rates (OT Multiplier)		Direct Salary	Payroll Multiplier	OT Mult.	Billing Rate					
(Estimated hours = 350 per year) using the Monday through Saturday rate)		30	$ 1.96	1.5	$ 30,870	$ 30,870	$31,765	$32,686	$33,634	$34,610
			% Mark up							
3.0 Project Management of Subcontracts			8%			$ 48,000	$ 48,000	$ 48,000	$ 48,000	$ 48,000
(Estimated contracts $600,000 per year)						$600,000	$600,000	$600,000	$600,000	$600,000
(Individual subcontracts greater than $100,000, fee not greater than 10%)										
4.0 Obligations with Vendors			8%			$ 7,200	$7,200	$7,200	$7,200	$7,200
(All third party Maintenance Agreements)						$90,000	$90,000	$90,000	$90,000	$90,000
(Estimated contracts: $90,000 per year)										
5.0 New Materials and Equipment Purchased			8%			$ 88,000	$88,000	$88,000	$88,000	$88,000
(Estimated purchase orders = $1,100,000 per year)						$1,100,000	$1,100,000	$1,100,000	$1,100,000	$1,100,000
6.0 Yearly Totals						$8,368,723	$8,555,353	$8,747,395	$8,945,007	$9,148,349
7.0 Five-year Total										**$43,764,828**

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5-29-08

Memorandum

MIAMI-DADE COUNTY

Date: March 17, 2009

To: George M. Burgess
County Manager

From: Pedro J. Betancourt, PMP
Contracting Officer
Contracts Administration Division
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for Request for Proposals for Telecommunications & Network Services for Miami-Dade Aviation Department RFP No. MDAD-08-06

Attached please find six (6) copies of the proposed Telecommunications and Network Services Agreement for Miami-Dade Aviation Department ("MDAD"), RFP No. MDAD-08-06, negotiated by the Negotiation Committee with the following firm: Norstan Communications Inc., d/b/a Black Box Network Services, Inc. ("Black Box" or the "Contractor").

DESCRIPTION OF SERVICES

Miami-Dade County ("County"), through Miami-Dade Aviation Department solicited proposals from interested parties to provide telecommunications and network management services at Miami International Airport ("MIA"), the general aviation airports, and other Miami-Dade Aviation Department facilities that may be added in the future (collectively, the "Airport"). Services include furnishing all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, and management and operational support services for: (i) all voice and data network infrastructure for MDAD, its users and tenants; and (ii) the management of shared airport tenant services ("SATS") for the County to tenants and users at the Airport (collectively, the "Work").

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

The total amount for the five (5) year period will be $50,000,000, and will be funded through the MDAD operating budget.

The term of this Agreement will be five (5) years; the County reserves the right to extend this Agreement for up to an additional two (2) years, in one (1) year increments, on the same terms and conditions

SELECTION PROCESS

In accordance with Administrative Order No 3-38, MDAD advertised a Request for Proposals ("RFP") No. MDAD-08-06, to solicit proposals to manage the Telecommunications and Network Services for MDAD. The following three (3) firms responded to the County public advertisement:

Shared Technologies, Inc., Air-Transport Services Inc. (Air-IT), and Black Box Network Services.

The contract measure established for the RFP was an eight percent (8%) Community Small Business Enterprises (CSBE) goal. All three (3) were found in compliance with the required contract measure.

The Evaluation/Selection Committee ("Committee") proceeded to review the three (3) responsive proposals.

After review of the proposals, the Committee recommended that Shared Technologies, Inc. and Air-IT, were not responsible for failing to meet the minimum qualifications. The Committee deemed Black Box Network Services responsible and meeting the minimum qualifications and proceeded to open the Part B (price proposal) for Black Box. The firm of Black Box was the proposer recommended by the Committee for negotiations. The appointed Negotiation Committee then proceeded to negotiate with Black Box.

A satisfactory Agreement was negotiated with Black Box on March 17, 2009. As a result of the March 17th, meeting, the Committee reconvened on April 2, 2009 to discuss and agree to revisions to the Agreement and Technical Specifications.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Pedro J. Betancourt Chairperson (non-voting)
Maurice Jenkins, MDAD
Pedro Garcia, MDAD
Julie Howlett, Ft. Lauderdale Int. Airport
Barry Cowvins, SBD
Alton Robinson, Greater Orlando Aviation Authority

NEGOTIATION COMMITTEE
Maurice Jenkins, Chairperson, MDAD
Pedro Garcia, MDAD
Barry Cowvins, SBD

MEMORANDUM MIAMI-DADE COUNTY

DATE: April 27, 2009

TO: Jose Abreu, Director
Miami-Dade Aviation Department

FROM: Penelope Townsley, Director
Small Business Development

SUBJECT: Compliance Review
MDAD-08-06
Non-Exclusive Telecommunications and Network Management Services Agreement

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The Department of Small Business Development (SBD) has completed its review of compliance for the subject project with the Community Small Business Enterprise Program (CSBE). The contract measure applicable to this project is an 8% CSBE Goal.

The Miami-Dade Aviation Department - Minority Affairs Division submitted bid documents for Norstan Communications, Inc. D/B/A/ Black Box Network Services for compliance review.

Norstan Communications, Inc. D/B/A/ Black Box Network Services submitted a Schedule of Intent Affidavit committing to utilize Ruben Electric Technology, Inc. a certified CSBE firm to perform low voltage electrical work at 8%. Norstan Communications, Inc. D/B/A/ Black Box Network Services has fulfilled the required contract measure and is in compliance with the CSBE Participation Provisions.

Please note that SBD staff only reviewed and addressed compliance with the CSBE program. The Miami-Dade Aviation Department is responsible for any other issues that may exist. Should you have any questions or need additional information, please call Asa Ferguson at 305-375-4729.

PT: af

cc: Milton Collins, MDAD
Pete Betancourt, MDAD
Alice Hidalgo-Gato, SBD
Patrice King, SBD
File

THIS FORM MUST BE COMPLETED

SCHEDULE OF INTENT AFFIDAVIT

COMMUNITY SMALL BUSINESS ENTEPRISE PROGRAM

Name of Prime Contractor Firm Norstan Communications, Inc. d/b/a Black Box Network Services **Contact Person** Johnathan Lewis

Address PO Box 998526, Miami, Florida 33299 **Phone** (305) 876-8467 **Fax** (305) 869-4842

Project Name Non-Exclusive Telecommunications and Network Management Services Agreement **Project Number** MDAD-08-06

CSBE Contract Measure 8%

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission.

Name of Prime Contractor	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Norstan Communications, Inc. d/b/a Black Box Network Services				0%
			Prime Contractor Total Percentage:	0%

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The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid
Ruben Electric Technology, Inc	10209	10/31/2008	Low Voltage Electrical	8%
				0%
				0%
		Subcontractor Total Percentage:		8%

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Frank Skubel	Frank Skubel	Vice President	4/25/2008
Prime Signature	**Prime Print Name**	**Prime Print Title**	**Date**

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

	Emilio Grullon	President	4/25/2008
Subcontractor Signature	**Subcontractor Print Name**	**Subcontractor Print Title**	**Date**

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

☐ **Check this box if a Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.**

DBD DEPARTMENT OF BUSINESS DEVELOPMENT

Dept. of Business Development

Project Worksheet

Project/Contract Title:	NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT (SIC 15)	**RC Date:**	10/03/2007
Project/Contract No:	RFP NO.MDAD 08-06	**Funding Source:**	**Item No:** 3-01
Department:	MIAMI DADE AVIATION DEPARTMENT	AVIATION BONDS	
Estimated Cost of Project/Bid:	$50,000,000.00	**Resubmittal Date(s):**	09/12/2007 09/26/2007

Description of Project/Bid: TO ESTABLISH A CONTRACT FOR THE PROVISION OF TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AT MIAMI INTERNATIONAL AIRPORT, GENERAL AVIATION AIRPORTS, AND OTHER COUNTY FACILITIES THAT MAY BE ADDED IN THE FUTURE. THE TERM OF THE AGREEMENT WILL BE FOR FIVE (5) YEARS AND THE COUNTY RESERVES THE RIGHT TO EXTEND THIS AGREEMENT FOR UP TO TWO (2) YEARS, IN ONE (1) YEAR INCREMENTS, NOT TO EXCEED SEVEN (7) YEARS.

Contract Measure Recommendation

Measure	Program	Goal Percent
Goal	CSBE	7.70%
Workforce Goal	CWP	

Reasons for Recommendation

This project was deferred by the Review Committee on 9/12/07 and 9/26/2007 in order for the Aviation Department to provide additional clarification.

An analysis of the factors contained in Section VI C of Administrative Order 3-22 indicates that an 8% CSBE goal is appropriate in the electrical trade.
Section II A. of Administrative Order 3-37 indicates that a Community Workforce Program (CWP) goal is appropriate on this project as follows: Work done at Miami International Airport (MIA) will have a 29% CWP goal (11 people), and work done at Opalocka Airport will have a 45% CWP goal (17 people). If work is done at additional county facilities, the CWP goal will be determined as per Administrative Order 3-37.

CWP Estimated Workforce:
CWP Workforce Recommendation:

CWP Designated Target Areas: Empowerment Zones, Enterprise Zones, Target Urban Areas, Focus Areas

Availability for Recommended Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Electrical Contractors	CSBE	$3,850,000.00	7.70%	43
	Total	$3,850,000.00	7.70%	

Living Wages: YES [ ] NO [X] Highway: YES [ ] NO [X] Heavy Construction: YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] Building: YES [X] NO [ ]

Ordinance 90-143 is applicable to all construction projects over $100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____ 10/18/07

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal 3% CSBE & CWP Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

Chairperson, Review Committee — Date 10/3/07

County Manager — Date 10/22/07

DBDR0000 v. 20090101

REVIEWED 3/31/09

CSBE Goal Accom

MONTHLY UTILIZATION REPORT
CSBE

This report is required to be submitted by the tenth day or before each month to Miami-Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, whereby. Sanctions may include the withholding of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by MDC.

REPORTING PERIOD	
TO:	2/28/2009
FROM:	2/1/2009

PROJECT NAME:	Non-Exclusive Telecommunications and Network Services Ac		
PROJECT NUMBER:	RFP# M.D.A.D.-04-01	PROJECTED START DATE:	2/
PROJECT LOCATION:	Miami International Airport		

PRIME CONTRACTOR				CONTRACT AWARD DATE	CONTRACT AWARD AMOUNT	CHANGE ORDER AMOUNT	CONTRACT PERIOD
NAME:	Black Box Network Services	PHONE:	(305) 889-8523				
ADDRESS:	P.O. Box 998526, Miami, Florida 33299			2/7/2004	$35,089,069.63	$11,212,260.00	2/7/04-2/2/

AMOUNT REQUISITIONED THIS PERIOD:	$	353,239.86	DATE REQUISITIONED:	2/1-28/09	46,301,349.4
TOTAL AMOUNT REQUISITIONED TO DATE:	$	40,408,897.26			
LAST PAYMENT BY Miami Dade County (MDC):	$	64,161.65	DATE OF LAST PMT BY MDC:	2/1-28/09	DID LAST MDC REQUISITION
TOTAL AMOUNT PAID BY MDC:	$	37,621,918.98	Was last MDC pmt. within 15 days of Prime's requisition?	YES ☐ NO ☑	IF NO PLEASE explain below

COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) OPPORTUNITIES

NAME OF CSBE	GOAL %	TIER 1,2,3,4	CONTRACT PERIOD START DATE	CONTRACT PERIOD END DATE	DESCRIPTION OF WORK	SUBCONTRACTOR ☐	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (YR/MO/DD)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT
Ruben Electric Technology	4%	1	2/7/04	2/2/10	Electrical	N	1,852,053.99	62,744.36	2/1-28/09	2,908,827.10	41,262
						TOTAL	$1,852,053.99	$ 62,744.36		$ 2,908,827.10	

Executed by: _____
Signature of Affiant

Tracy Dennis-Zamora
Printed Name of Affiant

3/10/2009 — Date
(305) 889-8523 — Phone

FA-300

Sworn before me: This 10th Day of March in 09

Holly Stern-Klaity

HOLLY STERN-KLAITY
MY COMMISSION # DD 540690
EXPIRES: June 30, 2010
Bonded Thru Notary Public Underwriters

CSBE Utilization — 8

NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT

made as of the _____ day of _____ in the year 2009.

Between the County: **Miami-Dade County Florida**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which shall include its officials, successors, legal representatives, and assigns.

And the Contractor: **Norstan Communications Inc.**
d/b/a Black Box Network Services
5101 Shady Oak Road
Minnetonka, MN 55343

Which term shall include its officers, partners, employees, successors, legal representatives and assigns.

Description of the Project: Provides for the operations, management, maintenance, service, support and equipment, and supplies of certain telecommunications and data network, infrastructure, hardware and software systems for Miami-Dade Aviation Department as more specifically herein.

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SPECIAL PROVISIONS
Community Small Business Enterprise Participation Provisions
Community Workforce Program Participation Provisions
Miami-Dade County Responsible Wages & Benefits

EXHIBITS:
Exhibit A: Telecommunications and Network Management Services Specification
Exhibit B: Equipment, Systems and Subsystems Plans and Diagrams
Exhibit C: Job Descriptions and Qualifications
Exhibit D: Irrevocable Standby Letter of Credit and Performance and Payment Bond
Exhibit E: Airport Customs Security Area Bond
Exhibit F: Preliminary Budget Estimate
Exhibit G: Inventory List: MDAD Fixed Assets
Exhibit H: Existing Operations/Engineering Space

FORMS:
- Contractor Affidavit and Release of All Claims Subcontractor Affidavit
- Contractor's Affidavit in Compliance with Florida Trench Safety Act
- Miami-Dade County Clearinghouse Procedures for Placing Job Opportunities
- Sign-off Sheet for Underground Utilities Clearance
- Shut Down Request Form
- Hot Work Permit

EXECUTED AFFIDAVITS:
- Sworn Statement on Public Entity Crimes
- Miami-Dade County Debarment Disclosure Affidavit
- Criminal Record Affidavit
- Current in Obligations to the County Affidavits
- Contractor's Disclosure Affidavit for Miami-Dade County
- Code of Business Ethics Affidavit
- Affirmative Action Plan/Procurement Policy Affidavit
- Affirmative Action Plan/Procurement Exemption Affidavit
- Subcontractor/Supplier Listing
- Disability Nondiscrimination Certification
- Family Leave Certification
- Domestic Leave Compliance Certification
- Confidentiality Affidavit

NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT AGREEMENT is made this _____ day of _____, 2009 by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "Board"), and _____(the "Contractor") a corporation, authorized to do business in the State of Florida (collectively, the "Parties").

WHEREAS, a Request for Proposal ("RFP") No. MDAD-08-06 was issued by the Miami-Dade Aviation Department ("MDAD") on April 21, 2008 to obtain a contractor to (i) become the telecommunications infrastructure manager, (ii) provide for the design, installation, maintenance, repair, management, and operational support services for all voice and data network infrastructure for MDAD, and (iii) manage the shared airport tenant services ("SATS") customers at Miami International Airport ("MIA"); and

WHEREAS, in response to the RFP solicitation, the County has received proposals and an award has been made to the Contractor,

NOW, THEREFORE, in consideration of the premises, agreement, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

The following words expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1.1 **Airport**: Any of the aviation related property in Miami-Dade County, Florida, which the County owns and operates, which presently includes Miami International Airport, and the following general aviation airports ("GAAs"): (i) Kendall Tamiami Airport; (ii) Homestead Airport; (iii) Opa-locka Airport; (iv) Opa-locka West Airport; and (v) Training and Transition Airport.

1.2 **Agreement** or **Contract:** The non-exclusive telecommunications, data network, and shared airport tenant services management agreement between the County and the Contractor, including all of its terms and conditions, associated addenda, attachments, exhibits, amendments, and work orders issued by the County.

1.3 **Amendment:** A written, signed, and approved by the authorized party or his or her designee, modification to this Agreement, executed by the Contractor and the County covering changes, additions, or reductions in the terms of this Agreement.

1.4 **Article:** the article section contained in this Agreement

1.5 **Board:** The Board of County Commissioners of Miami-Dade County, Florida.

1.6 **Business Day:** Monday through Sunday.

1.7 **CAD Manager:** The manager of MDAD Technical Support.

1.8 **Calling Services:** The mechanical process of placing, timing, and pricing each long distance or otherwise chargeable telephone call placed with a carrier or other suitable means and for which the County charges a resale fee to the equipment user.

1.9 **Code:** The Code of Miami-Dade County, Florida.

1.10 **Contract Date:** The date on which this Agreement is effective, which shall be the Acceptance Date set forth above.

1.11 **Contractor:** The entity identified on the cover page of this Agreement.

1.12 **Contractor Holidays:** The Contractor's calendar year holiday schedule pursuant to this Agreement is New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor Holidays are subject to change for the successive calendar years under this Agreement at the sole discretion of the Contractor, provided that (i) such Contractor Holidays shall not exceed a total of eight (8) days, and (ii) the Contractor provides written notice to the County of such change on or before December 1st of the prior calendar year to the effective change.

1.13 **Contractor Project Manager:** The Contractor's assigned project manager to oversee all telecommunications aspects as determined and defined within this Agreement. The Contractor shall from time to time provide written notice to the County designating the assigned Contractor Project Manager.

1.14 **County:** Miami-Dade County, a political subdivision of the State of Florida.

1.15 **County Manager:** The County Manager of Miami-Dade County.

1.16 **Days:** Calendar days.

1.17 **Department:** Miami-Dade Aviation Department, a department of Miami-Dade County.

1.18 **Director:** The director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.19 **Documentation:** All project plans, records, procedures, schematics, diagrams, and manufacturer and Contractor manuals customized or created specifically for the County.

1.20 **Equipment:** All telecommunications and data information systems products purchased from or serviced by the Contractor pursuant to this Agreement. Equipment shall also include hardware, Software, licenses, and permits.

1.21 **Equipment Charges:** All charges including flat rate local telephone service, related to the rental, sale, or provided equipment serviced from the Airport's system to MIA tenants or users, other than MDAD.

1.22 **Existing System:** The Equipment, Systems, Software and circuits described in this Agreement and Exhibits "A" and "B".

1.23 **Gross Revenues:** All moneys paid or payable to, or in consideration of determinable value received by the County from Calling Services and/or Equipment Charges paid by tenants and users of Shared Airport Tenant Services provided at the Airport, for transactions or telecommunications services provided or rendered in connection with such Calling Services and/or Equipment, for connection to the public telecommunications network, regardless of when or where the order is received, the goods delivered, or services rendered, whether paid or unpaid, on a cash or credit basis, or in consideration of any other thing of value.

1.24 **Help Desk:** A call receipt center that users can access to report troubles associated with their voice, data and network services. It shall also include Level 1 support to assist MDAD employees with their email, and Microsoft Office Suite applications.

1.25 **IS&T:** MDAD Information Systems and Telecommunications Division.

1.26 **MAC**: Moves, adds, or changes work performed by Contractor pursuant to proper authorization from the County.

1.27 **Maintain**: Preventive maintenance, repair or replacement, as deemed appropriate in Contractor's reasonable business judgment, of any Equipment. The Contractor will provide the labor. Maintenance shall be both preventive and remedial, so that any Equipment in the custody of Contractor shall be maintained in a manner to ensure its continued usability and value, including cosmetic conditions, to the same condition as when entrusted to Contractor by MDAD.

1.28 **Manager:** The Assistant Director of MDAD Information Systems and Telecommunication Division. The County shall from time to time provide written notice to the Contractor designating the assigned Manager.

1.29 **Notice to Proceed:** A written notice to proceed issued by the Project Manager authorizing Contractor to proceed with the work described in this Agreement.

1.30 **Obligations with Vendors:** All maintenance and technical support agreements the Contractor maintains with vendors associated with the telecommunications and data network systems, necessary to perform the Services outlined in the Agreement.

1.31 **Personal Property:** The property owned by Contractor and not included within the Equipment, including but not limited to office equipment, test equipment, and office furnishings.

1.32 **Premises:** Any real property on the Airport.

1.33 **Project Manager:** The Chief of the MDAD Telecommunications Division, the Assistant Director of IS&T, or their designee. The Project Manager's responsibilities are to coordinate and communicate with the Contractor and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. All parties may rely on the instructions or determinations made by the Project Manager; provided, however, that such instructions and determinations do not change the Scope of Services or modify the terms and conditions of this Agreement. The County shall from time to time provide written notice to the Contractor designating the Project Manager.

1.34 **Reimbursable Expenses:** Those expenses delineated in the "Payments and Costs Reimbursable" sub-article of this Agreement which are separately approved by the County, and incurred by the Contractor in fulfillment of this Agreement.

1.35 **Risk Management Division:** A division of Miami-Dade County, with offices at Miami-Dade Aviation Department, 4200 NW 36 St., Bldg. 5A Miami, Florida.

1.36 **Services:** All services, work and actions by the Contractor performed pursuant to, or undertaken under this Agreement.

1.37 **Shared Airport Tenant Services or SATS:** As defined in Section 364.339(1), Florida Statutes means the provision of service which duplicates or competes with local service provided by an existing local exchange telecommunications company and is furnished through a common switching or billing arrangement to tenants by an entity other than an existing local exchange telecommunications company.

1.38 Software: Any:

- set of one (1) or more computer or telephone system programs that is composed of routines, subroutines, concepts, processes, algorithms, formulas, ideas, or know-how severally owned by or licensed by the County and/or any one of its suppliers, regardless of the particular delivery media in or on which such intangible assets may be embodied. Software shall also include any modifications, corrections, patches, updates, or revisions to Software originally provided.
- software applications, or programs referenced herein or required to perform the functions described in this Agreement.

1.39 Subcontractor: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor irrespective of privity of contract with the Contractor.

1.40 Sub-System: The integrated systems, including voice mail, automated attendants, automatic call distributors, customized control routing, power supplies, remote access devices, battery back-up units, integrated voice response, uninterruptible power supplies, network data systems and any related and embedded Software reporting products so designated by the County.

1.41 System: The telecommunications and network systems, which may include Equipment, network switches, telephone switches, Sub-Systems, related Software, and peripheral equipment.

1.42 TAC: Technical Assistance Center

1.43 Tenant: Any individual, company, or business located at the Airport, under lease with the County or MDAD or otherwise engaged in the activities of serving Airport users, passengers, or the movement of cargo.

1.44 Unsatisfactory Work: Work or performance that is defined as failing to comply in any respect with the manufacturer's published specifications, or the requirements or the scope of work as defined in this Agreement or by either MDAD or a SATS customer in its work order.

1.45 Work: All matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.

1.46 Workaround: The initial restoration of the supplied Services followed by the permanent repair of any impacted components.

ARTICLE 2
NON-EXCLUSIVE AGREEMENT

Notwithstanding any other provision of this non-exclusive Agreement, the County is not precluded from retaining or utilizing any other contractor(s), staff, or a combination of contractor(s) and staff to perform any services within the contract limits defined in the Agreement. The County may elect to competitively procure and contract any infrastructure or system additions and changes, including, but not limited to 1) outside plant extensions, 2) major changes in network architecture, 3) premise wiring at all Airport facilities, and 4) other telecommunications infrastructure changes. The Contractor shall have no claim against the County as a result of the County electing to retain or utilize such other contractor(s) to perform any such services, provided that the County shall instruct all other contractor(s) that

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they shall not act in a way that would disrupt or interfere with Contractor's performance of its duties, and take all other reasonably possible steps to avoid any such disruption or interference.

ARTICLE 3
SCOPE OF SERVICES

The Contractor shall: (i) furnish all labor, new materials, tools, supplies and other items required for the design, installation, maintenance, repair, management, and operational support services for all voice and data network infrastructure for the Miami-Dade Aviation Department, its users and Tenants; and (ii) the management of Shared Airport Tenant Services for the County to Tenants and users at the Airport.

The Work includes, but is not limited to: (a) provisioning of voice and data network services, including configuration and installation of network and voice systems equipment, including low voltage equipment installations; (b) maintaining existing and future voice and data networks infrastructure equipment including operation, maintenance, repair, monitoring, and support of network devices such as routers, switches, and servers, and telephone equipment such as PBX's and IPE's (c) supporting of circuits, including vendor resolutions and support of environmentals including UPS devices for all switches and routers at all sites; (d) daily analysis of network performance to research trending and troubleshooting from end point to end point to enable quick resolution of system degradation; (e) providing capacity planning for all network links, PBX switches and trunk groups; (f) providing an on-site Help Desk and Network Operation Center dedicated to providing uninterrupted service to airport operations; (g) providing 24-7 access to a remote TAC to help local staff resolve troubles as needed. (h) managing the existing voice and data network infrastructure; (i) maintaining records as required by MDAD, including but not limited to, equipment and cable plant, record keeping of work order activity, installed equipment, telephone number inventory, number dialing plan, key sheets, and cable management to the Intermediate Distribution Frame level and jack level for existing and new structure; (j) managing the turn-key installation of new voice, data and network services such as user training on equipment, project scheduling, appropriate billing to MDAD and SATS customers; (j) billing user customers for services, and also for the specified equipment, including when specifically requested by appropriate work order; (k) needs assessment; (l) system design; (m) procurement of equipment and parts; (n) documentation and reports; (o) record keeping and installed equipment inventory; and (p) electrical work specific to telecommunications installation q) provide physical on-site or user locations pc support r) any other functions related to the provisioning of these services.

At the request of the County the Contractor shall perform telecommunications infrastructure installations for new buildings, remodeled buildings or additions to existing buildings, located on the Airport, including telephone, data network, wireless systems, public address system, Airport operational systems, building management systems, life safety, conduit and any telecommunications inside wiring and outside plant needed to support these or any other systems necessary to make the buildings operational, when these requirements are omitted or changed from the builder's original scope of work or if new requirements are identified since the original scope of work was prepared.

If, at the request of the County, the Contractor performs the additional work outside of the original scope, the County shall reimburse the Contractor for the approved cost of such work. Upon the request of the County and advice as to the Work to be performed by the

Contractor, the Contractor shall manage same in accordance with the provisions stated in the Agreement.

The Contractor shall also provide, install and maintain technical systems hardware and software associated with the management of all telecommunications Asynchronous Transfer Mode ("ATM") Gigabit Ethernet & ATM infrastructure. In addition, the Contractor shall maintain computer hardware and software and the database associated with the cable record systems, the New Security System Cable Management System (after the initial contract expires with that system's provider), and any billing system the Contractor chooses to employ subject to approval by the Department. These Software applications shall be maintained and operated at such a level that is suitable to maintain the quality of service or additional requirements outlined in the Agreement or other sections of this specification. Back-ups shall be performed and maintained off-site by the Contractor for all key technical systems to ensure data integrity and disaster recovery. The complete service requirements for this Agreement are included as Exhibit "A", entitled Telecommunications and Network Management Services Specification to this Agreement.

ARTICLE 4
PERSONNEL

The Contractor shall initially provide for a staff of fifty-one (51) persons to support the operations, management, maintenance, service, support and equipment and supplies of the telecommunication and data network infrastructure, hardware and software systems as herein described in this Agreement. Subcontractors shall only be used, subject to prior written approval from the Department, when the existing work force is unable to perform project management services within established time frames, and for installation of cable and conduit requiring permits from the Building & Zoning Department. The County may require proof of need from the Contractor in this regard.

The Contractor will operate on its own network, and provide its own email service. MDAD will provide one (1) network connection and email account to each of the Contractors Help Desk and Network Operations staff members as required to support the Help Desk and Network Operations Center functions at MIA. The Work Order and Trouble Ticketing system supported by the Contractor resides on the County operated LAN at MIA. MDAD will provide the Contractor with access to system and server to enable the support and maintenance requirements detailed in the Telecommunications and Network Management Specifications.

Prior to the beginning of each month, the Contractor shall provide MDAD with its upcoming month's work schedule. This schedule shall list employee's name, date and hours each employee is scheduled to work throughout the month. The schedule shall also list the after hours – emergency employee(s) name and cellular phone number.

4.1 Categories of Labor to be Provided by the Contractor

The Contractor shall provide, either through its own staff or through Subcontractors, the labor competent and sufficient to perform the Work described in Article 3 entitled "Scope of Services" of this Agreement, required by the County. The Contractor shall provide a list of all personnel assigned to this Agreement that includes their title and job responsibilities. Any changes in staffing shall be approved in advance by the Department. If additional personnel are needed to perform the Services, the Contractor shall submit a staffing proposal request that includes justification and a cost proposal to the County for its consideration and approval. The County reserves the right to review the Contractor's operations, and if the System and/or personnel requirements decrease, can correspondingly reduce the management fee. The

management fee may be correspondingly reduced as a result of the County's decision to retain or employ its own personnel or others. Such reductions, for any reason, may decrease the total number of Contractor staff down to no fewer than forty (40) people to perform a portion of the Services required.

Exhibit "C" provides the County's requirements regarding job descriptions and qualifications. The County reserves the right to review all Contractor's employee resumes, from time-to-time, to ensure these requirements are met. Based on the current scope of Work contemplated under this Agreement, Exhibit "A" includes an organizational chart provided for Contractor's understanding of the approximate number of employees needed to perform the work outlined in this Agreement.

4.2 Personnel

The Contractor shall recruit, screen, and employ such full-time, and part-time personnel as needed, for the Contractor to competently and efficiently fulfill its obligations under the terms of this Agreement. The Department shall have the right to approve personnel to be employed in designated classifications or levels.

4.3 Personnel Standards

A. The Contractor shall only fill positions with personnel who have met all of the personnel provisions of this Agreement and who meet the training qualifications required for each position. All licenses and certifications for each position shall be kept current to meet the requirements for the Equipment and Work at the Department.

B. The Contractor shall ensure that all employees present a clean, neat and professional appearance at all times, and perform their duties in a cooperative, courteous, and efficient manner. Contractor employees shall be dressed in manner suitable for the type of work they are to perform.

C. The County reserves the right, and the Contractor agrees, to have the Contractor's staff swipe its identification badges at locations specified by the County whenever the Contractor's employees start or finish their shift or at the beginning and end of their lunch break.

D. Removal of Staff

The County reserves the right to request the Contractor to remove from the Contractor's staff, within fifteen (15) days of receipt of written notice, any individual performing services under this Agreement, whose performance, behavior, or conduct is found unsatisfactory to the County or MDAD. The Contractor shall supply competent employees. The County may require the Contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on County property is not in the best interest of the County. Any employee of the Contractor's staff in violation of the current federal, state, and County security provisions shall be subject to immediate removal from the Contractor's staff assigned to perform the duties under this Agreement. If a license or certification is revoked, suspended or expired for any employee that is required to maintain a specific license or certification in order to perform his or her duties under this Agreement, the employee shall be subject to immediate removal from the Contractor's staff for this Agreement, and another employee with the required license or certification shall be tendered for the MDAD approval.

E. The Contractor acknowledges and agrees that the Contractor, its Subcontractors, and all employees are subject to all federal, state, and local laws. As required by an employee's assigned duties, the employee must be eligible for applicable federal, state, and local clearances and certifications including but not limited to, the Transportation Safety Administration, Customs, Homeland Security Department, and Immigration and Naturalization Services.

F. The Contractor shall require that any employee performing services under this Agreement who is arrested on-duty or off-duty shall within a reasonable amount of time, not to exceed three (3) calendar days, notify the Contractor, who will immediately notify the Project Manager. Failure to notify the Project Manager of an arrest shall result in administrative action up to and including the removal of said employee from the Contractor's staff for this Agreement. In addition, the employee can lose access to secured areas of the Airport in accordance with applicable federal, state, and local laws.

4.4 Employees are the Responsibility of the Contractor

All employees and subcontractors of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction, and neither employees nor agents of the County. Each Contractor employee shall have and wear proper identification.

4.5 Tips and Gratuities

No employee of the Contractor shall be permitted, directly or indirectly to solicit, accept, or request any form of tip or gratuity.

4.6 Employee Relations Expenses

The Contractor shall not be reimbursed by the Department for any legal or other services with respect to employee relations' matters applicable to employees of the Contractor.

4.7 Language Requirements

All Contractor employees must be able to take instructions from its management or, in the event of an emergency, from the Department, and shall be required to communicate, speak and write in English proficiently.

4.8 Other Agreements

The Contractor shall not, without the specific advance written approval of the Department, which approval may be withheld without stated cause, enter into any contract, agreement or arrangement of any kind, which would or could in any way serve to: (a) increase reimbursable operating expenses for wages or fringe benefits; (b) modify or change the duties, work rules, working hours or responsibilities of reimbursable employees of the Contractor hereunder; or (c) delegate or assign to any other party the right to make decisions as to such matters.

4.9 Labor Activity

If any strike, boycott, picket, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport, which results in the curtailment or discontinuance of Services performed hereunder, the Department shall have the right, during said period, to cause the Services required to be provided under this

Agreement to be performed by others without any liability to the County. During such period, this Agreement may be abated at the sole discretion of the County. During such period, the Contractor's "Management Fee", as delineated in subarticle 8.1, shall be proportionately reduced. If such strike, boycott, picket, work stoppage, slowdown, or other adverse labor activity continues for a period to fifteen (15) days, the County shall have the right to terminate this Agreement for cause.

4.10 Competing Employment

Contractor's on-site employees shall not engage in any type of activities for the provision of services outlined in this Agreement to entities other than MDAD and the SATS customers of the Department during said working hours under this Agreement. The employees shall be dedicated totally and solely to the fulfillment of the Contractor's obligations at the Airport required by this Agreement, during said working hours. Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers shall not represent, directly or indirectly, that any product or service provided by the Contractor or such other parties has been approved or endorsed by the County.

4.11 Continued Engagement of Critical Personnel

Pursuant to Miami-Dade County Resolution No. R-744-00, the Contractor shall identify in Appendix **(to be included later)** those specific technical or professional personnel, which may effect the firm's qualifications or capabilities to perform the Services under this Agreement. Such personnel must be consistent with the staff proposed at the public hearing and/or listed in the proposal and shall not be replaced except when the Department determines, in its discretion, that the proposed replacement personnel have equal of greater qualifications or capabilities to perform the Services.

ARTICLE 5

OFFICE SPACE, PARKING ARRANGEMENTS AND NETWORK / APPLICATIONS ACCESS

5.1 Existing Operations / Engineering Space

A. Based on fifty one (51) assigned personnel, MDAD will provide limited space to the Contractor for its workspace for (i) offices, as presently described in Exhibit "H", (ii) NOC, and (iii) Help Desk (collectively, the "Space"), and storage space with loading dock for cables, to the Contractor at no cost. In the event this Space becomes unavailable, the County will provide comparable space to the Contractor at the Department's expense. No additional space will be provided by the Department in its facilities for additional personnel of the Contractor or any of its Subcontractors.

B. Custodial Service for Equipment Rooms and Office Areas: MDAD will provide routine custodial service for the Contractor's offices and engineering area. This service shall include cleaning of floors, and emptying of waste paper and recycled paper containers. This custodial service shall not include the routine cleaning of the MIA Terminal Building Switch Room and the Building 3030 Switch Room. These locations shall be cleaned and maintained by the Contractor.

In addition, the Contractor is responsible for providing preventative maintenance in and on all equipment rooms as follows:

- Each telecommunications equipment room shall be provided with periodic checking to ensure an environment that is suitable for the equipment.
- The Contractor shall immediately notify the Department when it finds debris left by other contractors, vendors, or suppliers of the Department.
- When necessary, the Contractor shall perform cleaning (whether self-performed or via subcontract) to ensure a suitable environment that shall include the removal of debris and the cleaning of equipment, cabling, and terminations for all primary and special equipment rooms.

C. Maintenance and Repair: The Contractor shall preserve the Space in good working order and condition, subject to ordinary wear and tear.

D. Alterations and Signs: The Contractor shall not alter the support space in any way whatsoever, erect any signs, nor permit any advertising of any nature without prior written approval from the Department.

5.2 Parking Arrangements

The County shall furnish parking permits for Contractor's assigned staff for the term of this Agreement. **Construction vehicles and equipment will only be authorized at the job site and at pre-assigned parking areas**.

5.3 Furniture and Supporting Equipment

The Contractor shall provide its own office furniture and supporting office equipment, including but not limited to, desks, chairs, filing cabinets, cell phones and paging devices, wall partitions, copiers, personal computers ("PCs"), and facsimile machines. The cost for these items shall be in the rate structure shown in Exhibit "F". No separate compensation for furniture and equipment shall be considered. Upon termination or expiration of this Agreement (whichever comes first), the Contractor will abandon in place all Contractor owned wall partitions, desks, chairs and filing cabinets. Upon such abandonment, all ownership of this furniture will revert to the County.

5.4 Office Supplies and Consumable Items

All office supplies and consumable items used in performance of the Contractor's work shall be provided by the Contractor.

5.5 Telecommunications Costs

MDAD will provide telephones and related services for all Contractor's operations and maintenance work within MDAD, including local calling within Miami-Dade County. The Contractor will be provided telephone service (local service and voice mail) using the MDAD telephone systems. This will include limited extensions and telephone sets to support its operations at MIA. The Contractor shall be responsible for all long distance telephone charges of a personal nature or those non-related to MDAD business, made from MDAD telephones. A monthly reimbursement to MDAD will be made by the Contractor to compensate the County for any such long distance charges. If the Contractor decides to use the local service provider, it will be entirely responsible for any initial and recurring charges associated with these lines. Any special circuits required for additional functionality will be provisioned and paid for by the Contractor. Paging service will be provided by the Contractor to allow for paging of Contractor's key individuals as alarm conditions are experienced. Cellular phones

(or radios) required for technicians and key management personnel will be entirely at the Contractor's expense.

5.6 **Computer Network / System Application Access**

The Contractor will operate on its own network, and provide its own email service. MDAD will provide one (1) network connection and email account to each of the Contractors Help Desk and Network Operations staff members as required to support the Help Desk and Network Operations Center functions at MIA. The County will make available As-built drawings if they exist and are available and as necessary. The Work Order and Trouble Ticketing system supported by the Contractor resides on the County operated LAN at MIA. MDAD will provide the Contractor with access to system and server to enable the support and maintenance requirements detailed in the Telecommunications and Network Management Specifications.

ARTICLE 6
SECURITY AND AIRFIELD OPERATIONS AREA

6.1 Contractor acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), and MDAD as set forth from time to time relating to Contractor's work at the Airport. Contractor fully understands and acknowledges that any security measures deemed necessary by the Contractor for the protection of jobsite, or equipment and property and access to the airfield operations area ("AOA") through the jobsite shall be the sole responsibility of the Contractor and shall involve no additional cost to MDAD. All such security measures by the Contractor shall be in accordance with the TSA, 49 C.F.R. Parts 1500 *et alia* and the MIA security plan. The Department shall notify the Contractor of all security related amendments that impact the Contractor's operation.

6.2 All project plans, engineering records, procedures, schematics, diagrams, and manufacturer and Contractor manuals prepared by the Contractor and its Subcontractors under this Agreement shall follow security requirements of the TSA, 49 C.F.R. Parts 1500 *et alia* and other MDAD security procedures and shall bear the following warning:

A. **Warning Notice:** This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration, 400 7th Street, S.W., Washington, DC 20590 or the Federal Security Director at Miami International Airport. The unauthorized release of this document may result in civil penalty or other action. For United States government agencies, the public availability of this document is to be determined under 5 U.S.C. § 552.

B. In accordance with Florida Statutes § 119.07(3)(ee), "Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency as defined in s. 119.011 are exempt ..." from public records to ensure the safety of government infrastructures and to ensure public safety. The Contractor represents it has completed and notarized a Confidentiality Affidavit, included in the Affidavit section of this Agreement,

which certifies the Contractor and each employee agree, in accordance with Florida Statutes § 119.07(3)(ee), to maintain the exempt status of this information. Information made exempt by this paragraph may be disclosed to a licensed architect, engineer, or contractor who is performing work on or related to the Airport. The entities or persons receiving such information shall maintain the exempt status of the information.

C. In addition to the above requirements in this subarticle, the Contractor agrees to abide by all federal, state, and County procedures, by which the documents are handled, copied, and distributed which may include but is not limited to:

1. Each employee of the Contractor and its Subcontractor(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the Documentation unless authorized by MDAD.
2. The Contractor and its Subcontractor(s) agree in writing that the Documentation is to be kept and maintained in a secure location.
3. The Documentation shall be numbered and the whereabouts of all Documentation shall be tracked at all times.
4. A log is developed to track the Documentation including logging in the date, time, and name of the individual(s) that work on or view the Documentation.

6.3 MDAD authorized identification badges will be issued to all Contractor employees working in the security identification display area ("SIDA") or any other secured area of MIA. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

6.4 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees whom the Contractor requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Contractor or upon final acceptance of the work or terrnination of this Agreement. Contractor will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

6.5 All employees of the Contractor and its Subcontractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD Security and Safety Division shall provide the identification badges to the Contractor. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by MDAD at the time of application for the identification badge before an identification badge is issued.

6.6 Ramp permits will be issued to the Contractor authorizing vehicle entrance to the AOA through specified MDAD guard gates for the term of this Agreement. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor(s)) that must have access to the site during the performance of the

Agreement. These permits will be only issued to Contractor owned vehicles or to Contractor leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

6.7 Before the Contractor shall permit any employee with pictured identification to operate a motor vehicle on the AOA without MDAD escort, the Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

6.8 The Contractor agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Contractor or Subcontractor(s) from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, sabotage or other unlawful activities, including but not limited to repeated failure to comply with MDAD, and TSA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

6.9 The Contractor understands and agrees that vehicles shall neither be parked on the AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

6.10 The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the FIS agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.

6.11 Notwithstanding the specific provisions of this article, MDAD shall have the right to

add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD or TSA. The Department shall notify the Contractor, in writing, of all security related amendments.

6.12 The Contractor shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

6.13 Contractor agrees that it will include in all agreements with its Subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Contractor agrees that in addition to all remedies, Monetary Assessment for Non-Performance and sanctions that may be imposed by MDAD or the TSA upon the Contractor's Subcontractor(s) and its individual employees for a violation of applicable security provisions, the Contractor shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and Monetary Assessment for Non-Performance arising therefrom which shall include reasonable attorneys' fees.

6.14 AOA Security at GAAs: The Contractor and its Subcontractor(s), and suppliers shall "sign in" and "sign out" at the airport's manager's office or his designated representative whenever the Contractor is performing work at a GAA.

6.15 In the event the Contractor is assigned a project within the Customs area and the Contractor is required to obtain an Airport Customs security bond (Exhibit "E"), the Department shall reimburse the Contractor the cost of the premium for such bond, as substantiated by the invoice.

ARTICLE 7
BUDGETING

7.1 **Preliminary Budget Estimate**

Annually, on or before August 1st, the Contractor shall provide the Department with a preliminary budget estimate (the "Preliminary Budget Estimate") for all expenses anticipated to be needed to provide for the Scope of Services in the following fiscal year under this Agreement. The estimate shall be established in good faith, but shall not be a warranty or assurance of any kind regarding the actual expenses which will be incurred. The preliminary budget estimate is intended to allow the Contractor to work with the County in order to assist it in its budgeting for expenses related to the Scope of Services in the following fiscal year. The Contractor shall also provide a projected SATS billing report for the following fiscal year.

The Contractor's price proposal for the Scope of Services (except for future plans) for the System will be the initial Preliminary Budget Estimate, which is attached to this Agreement as Exhibit "F".

The Preliminary Budget Estimate shall include comparisons to the current fiscal year with a summary of all recommended changes in compensation and staffing, if any, and include the following:

A. The total number of employees of Contractor under this Agreement.

B. A classification title and job description of each job to be preformed by employees of Contractor hereunder.

C. The total number of employees who will be performing each job classification hereunder.

D. The total wages or salary to be paid each employee hereunder according to job classification.

E. The multiplier.

F. Total prices for Obligations with Vendors.

G. Estimated total Subcontractor prices.

H. Estimated total parts and materials prices.

I. Estimated total Reimbursable Expenses.

7.2 Pricing of Employee Expenses by the Contractor

Contractor shall not change, alter or modify any of the following, without the prior written approval of the Department:

A. The total number of employees of Contractor used to perform the Services hereunder.

B. The classification and job description of each job to be performed by employees of Contractor used to perform the Services hereunder.

C. The number of employees who will be performing each job classification hereunder.

D. The wages or salary to be paid each employee hereunder according to job classification.

E. The multiplier.

F. The maximum number of entry-level employees retained by the Contractor during any twelve (12) month period.

7.3 Changes in Employee Expenses by the Department

The Department may, at any time, upon fifteen (15) days written notice, require the Contractor to change, alter or modify any or all of the following:

A. The total number of employees of Contractor paid for by the County according to the provisions hereunder, subject to the provisions of Article 4 entitled "Personnel" of this Agreement.

B. The classification title and job description of each job to be performed by employees of Contractor hereunder, provided that the County shall compensate the Contractor for any increased compensation due employees as a result of an increase in title or job description, and that no reduction in title or description and associated reduction in compensation may occur which would result in an employee being assigned whose classification level is below that which is proper for the services to be performed.

C. The number of employees who will be performing each job classification hereunder, provided that the County shall compensate the Contractor for any increased compensation due employees as a result of an increase in the number of employees, if approved by the County. No reduction shall occur which causes the number of employees performing in a different job classification, to become insufficient to perform the services required in that other classification.

If any such change, alteration or modification results in an increase or decrease in employee expenses, then the compensation as defined in the Payments and Cost Reimbursements article shall be adjusted accordingly by the Department.

ARTICLE 8
PAYMENTS AND COST REIMBURSEMENTS

The monies paid the Contractor shall be determined as set forth in subarticles below, and may be greater or less than the Preliminary Budget Estimate.

8.1 Management Fee:

Basic Scope of Services

Except for the compensation for project management subcontracted services and reimbursements, the Contractor shall be paid a management fee (the "Management Fee") to provide for all of the operations, management, maintenance, service, support and procurement services, including all Obligations with Vendors associated with the telecommunications systems provided in the telecommunications and data network infrastructure, hardware and software systems specification as herein described in this Agreement. This Management Fee shall include: (i) the Contractor's profit and overhead for these Services, (ii) a staff transition cost for the first year of this Agreement, and (iii) all other costs associated with complying with the requirements set forth in this Agreement.

A. The County shall pay the Contractor, as consideration for managing and providing the services required herein, a monthly Management Fee payable in arrears equal to the total agreed upon number of employees employed during that period, upon billing by the Contractor in accordance with this article. The payment for either a partial month or staffing of less than fifty-one (51) persons shall be pro-rated based upon the price proposal schedule, included as Exhibit "F", to this Agreement.

Such Management Fee may be increased only when the existing work force is unable to perform the services without degradation in the System, and under the following circumstance for additional services rendered:

If, as a result of the County's Capital Improvement Program ("CIP"), the Services provided by the Contractor hereunder increases, and/or when otherwise approved in accordance with this Agreement (for example changes in employees' expenses), the County shall increase the monthly Management Fee in an amount commensurate to the increase in the Contractor's Services. If the Contractor believes that additional personnel are needed to perform the Services, or that Obligations with Vendors need to be added, or that existing Obligations with Vendors need to be changed, the Contractor shall submit a proposal request that includes justification and a cost proposal to the County, and the County may increase the monthly Management Fee accordingly.

The County reserves the right to review the Contractor's operations and if the requirements increase or decrease, the County may correspondingly increase or reduce the Management Fee based upon an addition or reduction in the Contractor's staffing, or change in Obligations with Vendors.

The Contractor shall calculate changes in the Management Fee by using the base salary of the employee according to job classification ("Direct Salaries")

as reported to the United States Internal Revenue Services, times a **2.13** multiplier of such Direct Salaries and taking into account changes in Obligations with Vendors. The **2.13** multiplier is all inclusive, and compensates Contractor for all expenses directly or indirectly related to that employee's compensation, including but not limited to, social security, medicare, health and life insurance, unemployment, all benefits which include fringe benefits including Contractor Holidays, holiday pay, overtime (other than that provided in subarticle 8.3.D), annual, sick, and other types of leave, five (5) – ten (10) days a year technical training at the National Technical Resource Center ("NTRC"), and associated facilities provided to the employee such as vehicles, office equipment, office supplies, furnishing, and test equipment, plus all Contractor's overhead and profit; all of which items are included in the lump sum Management Fee.

B. The Management Fee will be adjusted to reflect an increase per year in the salaries of the Contractor's personnel based on the change to the Consumer Price Index for all Urban Consumers for Miami-Ft. Lauderdale.

8.2 Project Management Services

When subcontracting is required, authorized in accordance with the Scope of Services article of this Agreement, and the Contractor has competitively bid the work order(s), the Contractor agrees to an agreed fixed dollar amount of compensation (the sum of the lowest responsive and responsible subcontractor bids) plus **eight percent (8%)** of the price of the Subcontractor work, as compensation for the Contractor's management of the work supplied.

The County shall have no obligation to pay the Contractor any additional sum in excess of this lump sum amount, except for a change and/or modification to work order(s) approved and executed in writing in advance by the County and the Contractor.

All Services undertaken by the Contractor before the County's approval of the respective work order shall be performed at the Contractor's sole risk and expense.

8.3 Reimbursements

All Reimbursable Expenses shall be approved in advance by the Department. The Contractor shall represent and warrant on each invoice that it submits for payment of a reimbursable item, that it has no interests, directly or indirectly, in the reimbursable products or services that have not been disclosed in writing and approved by the County, and that all direct or indirect discounts related to the purchases have been provided to the County. Payment for Reimbursable Expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation. The Contractor shall be entitled to the following direct reimbursements without any additional Contractor's mark-up of any kind except where noted:

A. Procurement of Material, Equipment and Inventory: The Contractor shall submit to the Department, for each item purchased, the item, the price and a grand total, including the amount of freight and tax, and the work order number. The Contractor shall be entitled to an **eight percent (8%)** markup of the price of the procurement of material, equipment and inventory as compensation for the Contractor's management of these procurement services.

B. Airport Customs security bond (Exhibit "E").

C. When an on-site technical training course is requested by the County, the County will pay for the cost of the training class, Contractor's instructor's air-fare, lodging and meals during the training session, in accordance with Chapter 25 of Miami-Dade County Code, Aviation Department Rules and Regulations, and Administrative Order 6-1.

D. In the event that the Contractor responds to calls after normal on-site work hours, the Contractor will be compensated at the respective based rate times 1.5 for personnel for work performed after on-site hours of operation Monday through Sunday and at the respective rate for personnel for work performed after on-site hours of operation on Contractor Holidays as specified in the Technical Specification. If an employee has to come on-site and responds from home to resolve the problem, Contractor will be allowed to bill a four (4) hour minimum for each occurrence. If Contractor responds only to a phone call from home and does not come on-site, Contractor shall be allowed to bill one (1) hour for each occurrence.

E. The Management Fee described above already incorporates the payment of regular hours of all personnel. For the payment of approved overtime, however, the reimbursement to the Contractor will be paid in the amounts provided in clause (D) above. There shall be no overtime payment for any management and/or supervisory personnel.

F. Parking reimbursement for Contractor's employees.

8.4 <u>Subcontractors and Obligations with Vendors</u>

All Subcontractors and Obligations with Vendors shall be approved in advance by the Department.

The Contractor shall obtain three (3) quotes from sub-contractors for cable and conduit installations and provide a quote to MDAD for approval whenever the total value of installation exceeds $4,000.

The Contractor shall represent and warrant on each invoice that it submits for payment of the following listed items, that it has no interests, directly or indirectly, in the referenced products or services that have not been disclosed in writing and approved by the County, and that all direct or indirect discounts related to the purchases have been provided to the County. Payment for Subcontractors and Obligations with Vendors may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation, and which shall include the original Subcontractor or Obligations with Vendors invoice(s). The Contractor shall be entitled to monthly payments of its invoices related to the following items:

a. Subcontractors, when approved by the Manager, are necessary for the accomplishment of the Services. Other than the project management services described above, if Subcontractor(s) are needed for any Service, the cost of the Subcontractor will be reimbursed to the Contractor at Subcontractor's invoice cost to the Contractor plus **eight percent (8%)**

b. The costs associated with variable Obligations with Vendors will be reimbursed to Contractor at cost plus **eight percent (8%)** Non-reimbursable Expenses.

Unless specifically authorized in writing in advance by the Department, the Contractor shall not be reimbursed for expenses of the following type or kind:

A. The Contractor's legal and accounting fees.

B. Charitable and political contributions.

C. Travel (except when approved in advance for training services) and entertainment.

D. Corporate public relations, gifts, dues, subscriptions, and memberships.

E. Any penalties, assessments or fines issued by any court or authorized government entity or agency, unless such penalty, assessment, or fine results from the direct action or inaction of the County, provided however, that the County will not be liable for such amounts when acting in its governmental capacity.

8.6 Cash Losses or Losses from Employee Theft

All cash losses or losses from employee theft shall be the responsibility of and be reimbursed by the Contractor.

8.7 Prompt Payment

The Contractor shall be responsible for making prompt and timely payment of all obligations arising out of this Agreement, to maximize the potential for available discounts and rebates, and comply with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. All discounts, allowances, and rebates paid or received hereunder shall be to the credit and benefit of the County. The Contractor shall pay from its own funds any penalty, fine or like assessment resulting from any late, delinquent, or delayed payment of an obligation hereunder; provided, the Contractor has not been unduly delayed in making payment of such obligation by action or inaction of the County.

8.8 Method of Billing and Payment

Contractor may submit monthly statements as set forth in this article on a monthly basis, ***but only after*** the Services for which the monthly summary statements are submitted have been completed. An original monthly summary statement as set forth below is due within thirty (30) days of the end of the month, except the final invoice which must be received no later than sixty (60) days after this Agreement terminates or expires. Invoices shall designate the nature of the Services performed and/or the expenses incurred.

Prior to submitting its first invoice, the Contractor shall submit a sample format of its monthly-itemized summary statement and invoice for the Department's review and approval for use for this Agreement.

The Contractor will provide itemized billings for purchases made on behalf of, and authorized by MDAD. These itemized billings shall be sufficiently detailed to establish the cost to the County of individual components supplied.

All invoices for subcontracted labor costs shall have attached supporting invoices with details of personnel employed, hours worked, amounts paid and such other information as necessary to ensure compliance with the terms of this Agreement.

8.9 Payments to the County:

In the event, the Contractor either collects monies on behalf of the Department or owes monies to the Department, then the Contractor shall tender all monies payable, as required by the Agreement, pursuant to the following:

In Person:	Miami-Dade Aviation Department Finance Division 4200 NW 36th Street Building 5A, Suite 300

During normal business hours, 8:00 A.M. to 5:00 P.M. Monday through Friday

By Mail:	Miami-Dade Aviation Department Finance Division P.O. Box 526624 Miami, Florida 33152-6624
By Express Mail:	Miami-Dade Aviation Department Finance Division 4200 NW 36th Street Building 5A, Suite 300 Miami, Florida 33122
By Wire Transfer:	In accordance with wire transfer instructions provided by MDAD Finance Division, 305-876-7383.

8.10 Payments to the Contractor

The County shall pay the Contractor within forty-five (45) calendar days of receipt of the Contractor's invoice, pursuant to Section 218.74, Florida Statutes and Section 2-8.1.4(4)(b) of the Code. All invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Project Manager. Payment may be withheld or delayed for failure of the Contractor to comply with a term, condition, or requirement of this Agreement. Within the time for payment, the County shall deliver written notice to Contractor setting forth the specific reasons why any portion(s) of an invoice are not being paid, but the County will notify the Contractor within thirty (30) days. Interest on improperly delayed payments shall be paid at the rate of one percent (1%) per month, and commence thirty (30) days after the due date of the payment.

Payment shall be made to Contractor at:

Contractor

Norstan Communications, Inc.
d/b/a Black Box Network Services
5101 Shady Oak Rd.
Minnetonka, MN 55343

8.11 Miscellaneous

Except as specifically permitted under the Subcontractual Relations article of this Agreement, the County shall not offset an amount claimed to be due, against an invoice which otherwise is payable in accordance with subarticles 8.8 and 8.10.

The Parties will comply with Section 196.295, Florida Statutes.

ARTICLE 9
WARRANTY

9.1 New Systems / Equipment / Software / Installations / Service and Documentation Warranty

A. New Systems / Equipment / Software:

Contractor represents and warrants that Contractor is in compliance with the manufacturer's warranty of any Equipment, Systems, Sub-Systems, Software and parts thereof purchased through the Contractor or used by the Contractor under this Agreement, during the term of this Agreement. The Contractor shall function and operate the Equipment, Systems, Sub-Systems, Software and parts thereof in accordance with the manufacturer's published specifications and all applicable County specifications, requirements and design guidelines. The Contractor shall perform all actions necessary to enforce such manufacturer's warranty for the Equipment, Systems, Sub-Systems, Software, and parts thereof.

Contractor agrees to ensure all warranty service shall be kept or maintained. Contractor shall be responsible for enforcing warranties of the equipment purchased from other contractor(s) and vendor(s), provided that litigation shall only be required at the Department's request and expense for enforcement of a warranty.

If the Contractor is unable to repair any defective items purchased or used by the Contractor, the Contractor shall replace and reinstall such replacement items at no additional cost to County. Warranty service includes: (i) preventive maintenance based upon the specific needs of the individual items of the Equipment or parts; (ii) unscheduled, on-call remedial maintenance; and (iii) adjustments and replacement of Equipment or parts deemed necessary by Contractor. Warranty service shall be provided at no cost to the County.

The Contractor covenants and represents that all Equipment and all of its parts and components shall be new and unused unless otherwise approved in advance and in writing by the County, and that County shall be entitled to claim ownership and all available investment credits and that Contractor shall claim no such ownership or credits.

The Contractor shall warrant that the County shall receive free, good, clear title to, and free and clear of all liens and encumbrances of, all materials, deliverables and products supplied or developed under this Agreement.

If any System, Equipment, Software or part thereof fails three (3) times in any thirty (30) day period for one (1) hour or more, or for two (2) calendar days, for each such failure not due to external causes, the Department has the option to request replacement of such unit as soon as reasonably possible with comparable equipment or software or capacity and performance equal to or greater than the replaced unit. If the frequency and/or duration of a specific malfunction, defect, failure or nonconformity with specifications seriously impacts the County's business operations, the Department may request, and the Contractor shall arrange, at no charge to the County, for a trained factory engineering specialist to visit the site in order to assist in resolving such malfunctions and to develop a plan of action to prevent their recurrence.

B. New Installation Warranty

Contractor warrants that all new designs and installations provided by Contractor shall meet the functional, performance, reliability and other business requirements and intended uses of County and is fit for such intended uses. Contractor warrants all installation shall be performed in accordance to applicable specifications and the County Design Guideline Manual ("DGM"). The DGM may be found at **http://www.miami-airport.com/html/documents_and_manuals.html**.

C. Service Warranty

Contractor warrants that it shall provide preventive and remedial maintenance for the Equipment so as to meet the requirements and service levels set forth herein.

Contractor warrants all work performed under this Agreement shall be done by qualified personnel as set forth in this Agreement, and that each of its employees or agents assigned to perform services shall have proper skill, training and background so as to be able to perform in a competent and professional manner and that all work shall be performed in accordance with required schedules and referenced standards and guidelines so as to maintain the integrity of the County's system(s).

The Contractor warrants all equipment and systems shall be fully and properly functional for an average of 99.98% per uptime requirements. If the Systems, Equipment or infrastructure (i.e., System) fails to meet the agreed upon uptime or response times then County shall invoke the Monetary Assessment for Non-Performance outlined in this Agreement. It shall be the sole responsibility of Contractor to maintain a service log (the "Service Log") for the purposes of tracking and calculating the monthly uptime levels, the format of such Service Log to be mutually acceptable to both Parties. Such Service Log shall be submitted monthly for County's review.

The Contractor warrants and represents that its personnel and Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations, and licenses as necessary to perform the Services described herein.

Contractor warrants all accounting and billing records shall be accurately maintained in accordance with the provisions of this Agreement.

D. Documentation Warranty

Contractor agrees that during the term of this Agreement, all Documentation provided with Equipment, Systems, Sub-Systems, Software and parts thereof shall be furnished to the County at no additional cost. All revisions to existing Documentation and new Documentation developed for Equipment, Systems, Sub-Systems, and parts thereof not supplied by either the manufacturer or the Contractor shall be furnished to the County at cost, without any Contractor mark-up. Contractor warrants all such Documentation developed or updated during the term of this Agreement accurately reflect the installation and operations of the systems and infrastructure and kept up to date.

9.2 Not Covered Under Warranties

The Parties agree the warranties and covenants set forth in subarticle 9.1 shall not apply to the extent the Services rendered by Contractor are affected by any of the following: (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software of equipment not administered by Contractor; (iv) modification of the work product by the County or third party not an agent, Subcontractor, or supplier of the

Contractor; or (v) damage or malfunction of hardware or software cause by the County or third party not an agent, Subcontractor, or supplier of the Contractor.

9.3 Organizational Structure

Contractor represents and warrants that no owner, officer of the board, or director of Contractor was a previous owner, officer of the board, or director of Williams Communications Solutions. A breach of this subarticle constitutes grounds for termination of the Agreement pursuant to subarticle 31.5 of this Agreement.

ARTICLE 10
SOFTWARE AND SOFTWARE LICENSE

The Contractor recognizes that title to and ownership of the existing Equipment used in connection with providing Services pursuant to this Agreement is held by and in the name of Miami-Dade County, and that such Equipment includes computer hardware and software used for telecommunications and data network purposes.

10.1 Joint Obligations

The County will keep the Software licenses for the Equipment in full force and effect during the term of this Agreement. Contractor will do nothing on its part during the term of this Agreement that will cause such license(s) to be terminated by the licensor or diminish the County's rights to use such license(s).

A. Contractor Provided Software

Certain software suppliers license on a nonexclusive basis to the Contractor, and the Contractor also develops software or has software developed for it by third parties (collectively, the "Licensed Software"). All such software is and will remain the property of Contractor or its third party suppliers. Contractor, with respect to the software it uses or develops under the terms of this Agreement, and to the extent authorized under the supplier licenses, grants the County, for such software a personal, nontransferable and nonexclusive sublicense to use the software (including related Documentation), for the life of the particular System or Equipment to which such software is related, solely to maintain, use and operate such System for which the software is initially furnished, provided the County:

(i) uses the software solely for County's governmental and business purposes in the operation of the Equipment or any new Equipment or in compliance with the requirements of this equipment, and such perpetual rights shall remain in force upon expiration and/or termination of this Agreement; and

(ii) does not copy or reproduce any of the software without the Contractor's consent, except to the extent necessary for (A) archival and back-up purposes and (B) the operation and/or use of the System and except as allowed by law, does not attempt to develop any source code from the software, nor reverse engineer, decompile, disassemble, reverse translate, or otherwise translate the software into human readable form.

B. Contractor's Warranty and Maintenance Obligations Unaffected

Nothing contained in this article shall diminish, extinguish, or relieve the Contractor from its responsibilities and obligations to provide maintenance pursuant to this Agreement, including, but not limited to, providing maintenance for the Licensed

Software, and the payment of any and all costs for such license maintenance to the licensor, or others as may be required. In the event the County has independent of the Contractor, purchased Software or other software pertaining to the Equipment, the Contractor's right to maintain the Equipment is conditioned and contingent upon the County's having valid licenses for the Software or other software pertaining to such Equipment.

10.2 Software

The Contractor shall provide the County with Documentation, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all Software licenses required.

The Contractor shall, at its own expense, secure and administer for the County, in the County's name, any and all necessary sublicenses or direct licenses for the third party sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions which, in the County's sole discretion, are acceptable to the County. The terms and conditions of such licenses or sublicense agreements shall include, but not be limited to, the right of the County pursuant to the original manufacturer's license and the Department's approved purchase order: (i) to make multiple copies of the software; (ii) to use the software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and (iii) to maintain and modify the third party software without restriction. The requirements shown in article 10 of this Agreement applies to all licenses required in the Technical Specification such as, but not limited to, Software needed for Help Desk, Network Operation Center, and STS Billing. If Contractor believes other software and resulting license(s) that may be required from time to time during the term of this Agreement does not apply or comply or deviates with the terms stated herein, the Contractor shall immediately notify the County of the situation, and for review and approval prior to procurement.

The Contractor hereby grants to the County, and/or its agents, suppliers and vendors a perpetual, non-exclusive, irrevocable license to use the Licensed Software, in both source and object code pursuant to the following paragraph, for any purpose not expressly forbidden by the terms in this subarticle 10.2 and as more fully described in the "Scope of License" provision below. Such license shall include but be limited to, the unrestricted right of the County to provide the Licensed Software, including the Documentation and programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

The Contractor shall require that its Subcontractors and suppliers also grant to the County, and/or its agents, suppliers and vendors, perpetual, non-exclusive, irrevocable licenses to use the third party software in object code form, and for Contractor developed software in both source and object code form, for any purpose not expressly forbidden by the terms hereof. Such licenses shall also include but not be limited to, the unrestricted right of the County to provide the third party software, Documentation and programs therefore, to any other person(s) or entity(ies) for their use in connection with providing goods and/or services to the County.

As used above, "irrevocable" shall include, but not be limited to, the right of the County to continue using the Contractor's Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

A. Scope of License

The County may use the Licensed Software on any and all equipment configurations of whatever make, manufacture and/or model, owned controlled or contracted for, by the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County or which may assume the responsibilities of the County or any successors of the County, all of which uses are subject to the provisions of this subarticle 10.2.

B. Software related Documentation

The Licensed Software related Documentation shall: (i) consist of any and all operator's and users manuals, training materials, guides, listings, design documents, specifications, flow charts, data flow diagrams, commentary, and other materials and documents that explain the performance, function or operation of individual programs and the interaction of programs within the system; (ii) control file and scripts used to compile, link, load and/or make the applications and systems; and (iii) test scripts, test plans and test data and other materials for use in conjunction with the applicable software. The Documentation will in all cases be fully applicable to the use of the programs with the Equipment, and will identify and reflect any particular features of the Equipment which may affect the normal use and operation of the programs. The County will have the right, as part of the Agreement to make as many additional copies of the Documentation as it may deem necessary.

C. Ownership of Licensed Software

The Contractor hereby warrants and represents that the Contractor possesses all rights to and interest in the Licensed Software, and all portions thereof, or otherwise have the right to grant to the County the affected licenses, without violating any rights of any third party.

D. County to Execute License Agreements

The County understands that suppliers of software including the Contractor may require the County to execute license agreements in order to use the software. Contractor understands that the County is a governmental entity and may not be able to execute such an agreement, as a matter of law or administrative policy among other things, because of the terms and provisions contained therein. In the event Equipment to be supplied by the Contractor requires the County to execute a separate software license agreement, whether with the Contractor or a third party supplier of such software, then the Contractor will notify the County of such circumstances, and provide the County with a copy of the software license agreement. Contractor will not provide the County with any Equipment, System or Sub-System where the operation or use thereof is contingent upon the executed license agreement, unless and until the County has informed the Contractor that the County is willing and able to execute such license agreement.

ARTICLE 11
NATURE OF THE AGREEMENT

The Contractor shall provide the Services set forth in Article 3, Scope of Services, to this Agreement, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under the Agreement. All things not expressly mentioned in this Agreement, necessary to either enforce or carrying out its purpose and intent are implied, and the Parties shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Manager.

The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious, fiduciary, and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

The Contractor shall not have liability for the immediate or long-term effects of matters related to any action or inaction by the Department. Further, if a lawsuit is brought against the Contractor, by a third party that is neither an employee nor supplier of the Contractor, and the claim is based upon the Contractor's action or inaction which occurs based upon the Department's action or inaction under this Agreement, then the Contractor may bring a Third-party claim against the County.

ARTICLE 12
MANNER OF PERFORMANCE

The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, Subcontractor, or any other person performing Services hereunder. The Contractor acknowledges that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County.

The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals, familiar with the locations of the telecommunications infrastructure at the Airport, and other personnel to meet the requirements referenced in this Agreement. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing, is inadequate or inappropriate, or that any individual is not performing in a manner consistent with the requirements for the position.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, and licenses as necessary to perform the Services described herein in a competent and professional manner.

The Contractor shall at all times cooperate with the County, and coordinate its work efforts and those of its Subcontractors, to most effectively and efficiently maintain the progress in performing the Services. Similarly, the County shall at all times cooperate with the Contractor and coordinate its work efforts, and those of the County's independent contractors, to most effectively and efficiently maintain the progress in the Contractor's performance of its Services.

The Contractor shall comply with all provisions of all federal, state and County laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13
TERM OF AGREEMENT

The term of this Agreement will be five (5) years; the Department reserves the right to extend this Agreement for up to an additional two (2) years, in one (1) year increments, on the same terms and conditions contained herein, unless terminated under provisions contained herein. For each one (1) year extension period, the County shall issue a written notice to the Contractor of the County's election to extend this Agreement, one hundred-twenty (120) days prior to the expiration of the term of the Agreement. The maximum term of the Agreement with extensions is not to exceed seven (7) years. At anytime during the term of this Agreement the County may terminate the Agreement without cause on thirty (30) days written notice to the Contractor, provided however, that the Agreement shall have a minimum term of no less than three (3) years unless terminated earlier for cause.

ARTICLE 14
CONTRACTOR REPRESENTATIONS AND WARRANTIES

When the Contractor procures parts, equipment, and software necessary to perform the Work described herein it represents and warrants it shall transfer the unencumbered title to Miami-Dade County, for all telecommunications, data, software, licenses, permits, and other assets used to provide Services pursuant to this Agreement.

ARTICLE 15
PROJECT MANAGER AND RESOLUTION OF DISPUTES

The Project Manager shall coordinate all County responsibilities under this Agreement. All instructions from the County to the Contractor shall be issued by or through the Project Manager. Except for MDAD Information Systems and Telecommunications Division, and SATS customers, the Contractor shall notify any other person who attempts to give instructions that he or she must communicate with the Project Manager. The authority of the Project Manager is as follows:

a) The Project Manager will determine: (i) questions as to the value, acceptability and fitness of the Services; (ii) questions as to either party's fulfillment of its obligations under the Agreement; and (iii) questions as to the interpretation of the Scope of Services.

b) Contractor acknowledges and agrees that the Project Manager has no authority to make changes that would modify the scope of services to be provided under this Agreement.

c) The Contractor shall be bound by the determinations or orders specifically authorized under this Agreement and shall promptly obey and follow every order of the Project Manager specifically authorized under this Agreement, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally by the Project Manager, they will be issued in writing by the Project Manager as soon thereafter as is practicable, but not to exceed five (5) business days.

In the event of a dispute, the Contractor must first seek to resolve every difference concerning the Agreement with the Project Manager, for a period of thirty (30) days or such longer period as agreed upon by the Parties, which shall be a condition precedent to any lawsuit permitted hereunder. In the event the Contractor seeks to contest an issue or difference for which there has been administrative review by the Project Manager, such subsequent lawsuit shall be considered a *de novo* proceeding.

ARTICLE 16
COUNTY EXPENDITURE AUTHORITY

The dollar thresholds for obtaining project management services, procurement of material, equipment and inventory, and an increase in the management fee and appropriate authority levels are described as follows:

A. PURCHASES OF GREATER THAN $1,000,000
APPROVAL AUTHORITY: BOARD OF COUNTY COMMISSIONERS
The Board shall award all contracts greater than $1,000,000, and approve all contract modifications required of this Agreement.

B. PURCHASES OF $500,000 UP TO $1,000,000
APPROVAL AUTHORITY: COUNTY MANAGER
The County Manager shall award all contracts greater than $500,000 up to $1,000,000.

C. PURCHASES OF $100,000 UP TO $500,000
APPROVAL AUTHORITY: MDAD DIRECTOR
Each individual purchase of $100,000 or more and each continuing contract which can reasonably be anticipated to aggregate $100,000 or more within twelve (12) months.

D. PURCHASES OVER $10,000 UP TO $100,000
APPROVAL AUTHORITY: MDAD ASSISTANT DIRECTOR
Each individual purchase of $10,000 but less than $100,000 and each continuing contract which can reasonably be anticipated to be within this range within twelve (12) months.

E SMALL PURCHASE ORDER (UP TO $10,000)
APPROVAL AUTHORITY: MDAD DIVISION DIRECTOR
Each individual purchase request with a total value of less than $10,000, for a specific commodity, during one (1) fiscal year.

F. **CONTRACT MODIFICATIONS**
APPROVAL AUTHORITY: COUNTY MANAGER OR DESIGNEE
Approve contracts modifications not exceeding twenty percent (20%) in the aggregate of the original contract amount during the course of the initial contract term, and not exceeding twenty percent (20%) in the aggregate of the modified contract amount during the term of any option to renew that may be exercised.

G. **SOLE SOURCE, BID WAIVER AND EMERGENCY CONTRACTS**
APPROVAL AUTHORITY: COUNTY MANAGER OR DESIGNEE
Approve awards of sole source, bid waiver and emergency contracts, when the award results in an amount of $100,000 or less.

Any change, modification, additional service, equipment or parts that causes, the financial obligation of the County to exceed the amount of authority of those noted above shall be presented for approval to the next higher authority level. If the Contractor fails to obtain the proper authorization as described above, then the County shall be absolved from payment of the liability.

ARTICLE 17
SUBCONTRACTUAL RELATIONS

If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby be discharged from its obligations and liabilities hereunder, but will be liable for all acts, omissions, or negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

The Contractor, before making any subcontract for any portion of the Services, will state in writing to the County the name of the proposed subcontractor, the portion of the Services that the subcontractor is to do, the place of business of such subcontractor, and such other information as the County may require. The County has the right to require the Contractor not to award any subcontract to a person, firm, corporation, or joint venture disapproved or debarred by the County.

Before entering into any subcontract hereunder, the Contractor will inform the subcontractor of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such services performed by such subcontractor will strictly comply with the requirements of this Agreement.

In order to qualify as a subcontractor satisfactory to the County, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, license(s), and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type that is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the County and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between the Contractor and Subcontractors hereunder.

The Contractor shall, where agreed to by the Subcontractor, insert a clause for the benefit of the County within each respective subcontract, which permits the County to request completion of performance by the Subcontractor of its obligations under the contract. Contractor agrees that the County shall be permitted to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event that the Contractor is in breach of its obligations, and the option to pay the Subcontractor directly for the performance by such Subcontractor. Should either the Contractor or Subcontractor(s) violate the terms of this article, the County may order all or any part of the subcontract work stopped, and may elect to complete the work itself or enter into an agreement with a third party to have the work completed. The cost to complete the work may be deducted from any unpaid balance payable to the Contractor. If there are no existing unpaid balances, or if the completion cost is in excess of the unpaid balance, the Contractor shall reimburse the County for this sum, plus any costs of collection. The Contractor shall be entitled to be paid for work performed to the time the work was stopped by the County. Notwithstanding, the foregoing, shall neither denote, connote, nor convey any obligation or liability on the part of the County to any Subcontractor.

NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN ANY SUBCONTRACTOR AND THE COUNTY, OR ANY OBLIGATION ON THE PART OF COUNTY TO PAY ANY SUMS TO ANY SUBCONTRACTOR.

ARTICLE 18
ASSIGNMENT

Neither this Agreement nor any interest herein shall be assigned, or transferred by either party without prior written consent of the other party and said consent shall not be unreasonably withheld.

Contracts Assignable

All contracts, purchase agreements, and purchase orders entered into by the Contractor for the purchase of goods, capital equipment and services specifically pursuant to this Agreement, shall be assigned, with the consent of the Subcontractor, by the Contractor to the County or others as designated by the Department, upon either the request of the Department or termination of this Agreement. If such contracts, purchase agreements and purchase orders contain language acceptable to the Department, reflecting that they are assignable as provided herein, then upon such assignment, the Contractor shall be relieved from any further responsibility to the County under such contracts, agreements and orders, provided however, that the Contractor shall be liable for and shall indemnify the County with respect to any prospective or outstanding claims, set off, or payments due, with respect to said contracts, agreements, and orders which accrued prior to such assignment to the County.

ARTICLE 19
PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law, Chapter 119, Florida Statutes.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or material which the County has agreed to protect as proprietary information from disclosure or unauthorized use, and may also constitute or contain information or material which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

The County acknowledges that software licensed by the Contractor pursuant hereto may constitute or contain information or material which the County has agreed to protect as proprietary information from disclosure or unauthorized use, and may also constitute or contain information or material which the Contractor has developed at its own expense, the disclosure of which could harm the Contractor's proprietary interest therein.

During the term of the Agreement, the Contractor and the County, except as required by Chapter 119, Florida Statutes, will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County or Contractor has developed, used or is using, is holding for use, or which is otherwise in the possession of the County (the "Computer Software"). All third party license agreements must also be honored by the Contractor and its employees, and by the County, and if the Computer Software has been leased or purchased by the County, all third party license agreements must also be honored by the Contractor's employees and Subcontractors. This includes mainframe, minicomputers, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County and the County shall report to the Contractor, any information discovered or disclosed to the Contractor or the County which may relate to the improper use, publication, disclosure or removal from the other's property of any information technology software and hardware, and will take such steps as are within the Contractor's or the County's authority, respectively, to prevent improper use, disclosure or removal.

ARTICLE 20
PROPRIETARY RIGHTS

All rights, title and interest in and to materials, data, Documentation, certain inventions, designs and methods, specifications and related thereto developed by the Contractor and its Subcontractors, customized or created specifically for the County for use in connection with this Agreement (the "Developed Works"), shall become the property of the County.

The Contractor hereby acknowledges and represents that the County retains all rights, title and interests in and to the Developed Works, and copies thereof furnished by the County to the Contractor hereunder, or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process which are customized or created specifically for the scope of services provided herein and which are created as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor

as well as its employees, agents, Subcontractors and suppliers may use only in connection of the performance of Services under this Agreement.

The Contractor shall not, without the prior written consent of the County, use such Developed Works on any other project in which the Contractor or its employees, agents, Subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

Accordingly, neither the Contractor nor its employees, agents, Subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor, or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance under this Agreement, or as required by law.

Except as otherwise provided above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that has not been customized to satisfy the performance criteria set forth in Article 3, Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant County a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical Documentation and Licensed Software provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such Licensed Software, specifications, data, Documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 21
CONFIDENTIALITY

All Developed Works constitute confidential information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. Neither the Contractor nor its employees, agents, Subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of the Developed Works without the prior written consent of the County.

The Contractor shall advise its employees, agents, Subcontractors and suppliers who may be exposed to such Developed Works of their obligation to keep such information confidential and Contractor shall promptly advise the County, in writing if it learns of any unauthorized use or disclosure of the Developed Works by any of its current or former employees, agents, or subcontractors or suppliers. In addition, the Contractor agrees to

cooperate fully and provide any assistance necessary to ensure the confidentiality of the Developed Works.

It is understood and agreed that in the event of a breach of this article, damages may not be an adequate remedy, and the County shall be entitled to injunctive relief to prevent any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately return to the County all such Developed Works existing in tangible form, and no copies thereof shall be retained by the Contractor's employees, agents, subcontractors or suppliers without the prior written consent of the County. This Confidentiality article will survive the termination of this Agreement, and will be in effect for all periods in which the Contractor retains copies of the Developed Works. The Contractor remains liable to the County for any breach of this article until all copies of the Developed Works have been returned to the County.

ARTICLE 22
ACCOUNTING RECORDS AND AUDIT PROVISIONS

The County reserves the right to audit the accounts and records of the Contractor supporting all payments for Services hereunder and all Reimbursable Expenses including, but not limited to, payroll records and federal tax returns. The County shall have unrestricted access to all of the Contractor's books and records that pertains to the Contractor's operation under this Agreement. In addition, the County shall have unrestricted right to audit, either by County staff or an audit firm chosen by the County. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Contractor shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Contractor under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later. The Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Contractor.

ARTICLE 23
IPSIG AND INSPECTOR GENERAL REVIEWS

23.1. Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Contractor is aware that, when applicable, the County has the right to retain the services of an independent private sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. The County shall have the right but not the obligation to retain the services of an IPSIG who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this Contract. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and

investigating compliance with contract specifications; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but not limited to, project design, establishment of bid specifications, bid submittals, activities of Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) days written notice to Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possessions, custody or control which, in the IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful subcontractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and contract documents; back-charge documents; all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting Documentation for the aforesaid documents and records.

23.2 **Inspector General**

Pursuant to Miami-Dade County Ordinance No. 97-215, the County has established the Office of the Inspector General (the "Inspector General"), which is empowered to conduct random audits on all County contracts throughout the duration of each contract. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspector generals to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, and County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgement, pertain to performance of the Contract, including but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personal records and supporting documentation for the aforesaid documents and records. The provisions in this section shall apply to the Contractor, its officers, agents, employees, Subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this Contract.

23.3 Nothing herein shall limit the right of the Contractor to contest any action by the IPSIG or the Inspector General on any legal or equitable ground.

Nothing in this article shall impair any independent right to the County to conduct audits or investigate activities. The provisions of this article are neither intended nor shall be construed to impose any liability on the County by the Contractor or third parties.

23.4 The County shall be responsible for the payment of these IPSIG and Inspector General services and for the payment of costs of Contractor related to actions by the IPSIG and/or the Office of the Inspector General for clerical staff time for obtaining and copying the Documentation, and any documents, provided however, the Contractor shall pay for all audit-related expenses where the audit findings aggregate to greater than or equal to three percent (3%) of the correct amount the County should have paid or been invoiced. The three percent (3%) audit-related expense threshold only applies to the amount(s) audited, and not all of the Contractor's billings. Any overpayment amount(s) discovered by audit shall be reimbursed to the County within fifteen (15) day of notice of the audit results to the Contractor. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or to review the operations, activities and performance of the Contractor as and to the extent as provided under this Agreement.

ARTICLE 24
COMMUNITY SMALL BUSINESS ENTERPRISE

24.1 This Agreement will adhere to all Miami-Dade County ordinances with special attention to all ordinances that relate to the Community Small Business Enterprise ("CSBE") Participation program.

24.2 The following has been established according to the CSBE program:

Contract Measure: 8% Goal

All Proposers are **directed to and are required to adhere to** the attached Miami-Dade County Florida, Department of Small Business Development ("SBD"),[1] CSBE participation provisions, included within these Contract documents which delineates the requirements of this County program and the requirements for attaining the CSBE contract measure of a eight percent (8%) goal, all in accordance with applicable federal and state laws, and County ordinances.

ARTICLE 25
EQUAL EMPLOYMENT OPPORTUNITY
NONDISCRIMINATION AND AFFIRMATIVE ACTION

25.1 **Equal Employment Opportunity**

The Contractor shall neither discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Contractor shall take affirmative actions to ensure that applicants are employed and that employees are treated during their

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1 formerly known as the Department of Small Business Affairs ("SBA").

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employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but are not limited to, the following: employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay of other forms of compensation, and selection for training including apprenticeships.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Contractor shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes §§ 112.041, 112.042, and 112.043, and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

25.2 Nondiscriminatory Access to Premises

The Contractor, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that the Contractor shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation.

25.3 Breach of Nondiscrimination Covenants:

In the event it has been determined that the Contractor has breached any enforceable nondiscrimination covenants contained in subarticles 25.1 (Equal Employment Opportunity) and 25.2 (Nondiscriminatory Access to Premises) above, pursuant to the complaint procedures contained in the applicable federal regulations, and the Contractor fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Event of Default subarticle hereof.

25.4 Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain the compliance with such rules, regulations, and orders. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Event of Default subarticle hereof and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as

amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include subarticles 25.1 and 25.2 above in all Contractor subcontracts in excess of $10,000, unless exempted by the rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions shall be binding upon each Subcontractor.

25.5 Disability Nondiscrimination Certification

By entering into this Agreement with the County and signing the Disability Nondiscrimination Certification, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement officer, courts, or the County to be in violation of the act or the resolution, such violation shall render this Contract terminable in accordance with the Event of Default subarticle hereof. This Contract shall be void if the Contractor submits a false certification pursuant to this Resolution or the Contractor violated the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

25.6 Affirmative Action / Non Discrimination of Employment, Promotion and Procurement Practices

In accordance with the requirements of Miami-Dade County Ordinance No. 98-30, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Small Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board (the "Clerk"), an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Director are representative of the population make-up of the nation are exempted from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to SBD. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. These submittals shall be subject to periodic review to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It shall be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

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ARTICLE 26
INDEMNIFICATION

26.1 Indemnification And Hold Harmless

The Contractor shall defend, indemnify, and save harmless the County, and its officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death, property damage (including loss of use thereof), economic loss, or any other loss or damage), due in any manner to the negligence, act, or failure to act of the Contractor or its Subcontractors, sub-subcontractors, materialmen or agents of any tier of their respective employees arising out of or relating to the performance of the Work covered by this Contract except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon; provided however, that Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the Contract or is performance shall be limited to the greater of $1 million or the Contract amount. Further, this indemnification requirement shall not be construed to require the Contractor to indemnify any of the above-listed Indemnitees to the extent of such indemnities' own sole and gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise. This provision shall survive early cancellation or termination of this Agreement.

26.2 County Liability

The County is a political subdivision as defined in Section 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall it be construed as consent by a federal or state agency, or political subdivision of the State of Florida to be sued by third parties in any manner whether arising out of this Agreement or any other contract. The County acknowledges that it will not raise sovereign immunity as a defense to a contractual claim under this Agreement.

ARTICLE 27
PATENT AND COPYRIGHT INDEMNIFICATION

The Contractor warrants all deliverables furnished hereunder, including but not limited to: Equipment, programs, Documentation, Software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trademarks, trade secrets or any other third party proprietary rights, by the use or supplying of any of the Contractor's or Contractor Subcontractor's provided programs, Documentation, Software, analyses, applications, methods, ways, processes, and the like, used in the course of performance or completion of, or in any way connected with, the Work or the County's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

In the event any deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to use its best efforts to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or at Contractor's sole option (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

The Contractor shall not knowingly infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

ARTICLE 28
INSURANCE

28.1 The Contractor shall maintain the following insurance throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the County.

A. Worker's Compensation, as required by Chapter 440, Florida Statutes.

B. Automobile Liability Insurance, covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(2) $1,000,000 combined single limit per occurrence for bodily jury and property damage covering vehicles when being used by the Contractor off of the AOA.

C. Commercial General Liability Insurance, on a comprehensive basis, including Contractual Liability, Broad Form Property Damage, and Products and Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

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

The company must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of

MDAD Risk Management.

28.3 The Contractor shall furnish certificates of insurance and insurance policies to the County prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the MDAD Risk Management.

28.4 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from liability under any other portion of this Contract.

Cancellation of any insurance or bonds, or non-payment by the Contractor of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the County at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

28.5 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the Agreement. If insurance certificates are scheduled to expire during the Contract period, the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

28.6 The County reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Contractor agrees to permit such inspection at the offices of the Department.

ARTICLE 29
IRREVOCABLE STANDBY LETTER OF CREDIT OR PERFORMANCE AND PAYMENT BOND

29.1 Either an irrevocable letter of credit ("LOC") drawn on a state or national bank satisfactory to Miami-Dade County, and payable to Miami-Dade County, Florida, or a performance and payment bond (the "Performance Bond"), satisfactory to Miami-Dade County, Florida, shall be executed on the forms attached hereto as Exhibit "D", in the amount of not less than five million dollars (US$ 5,000,000) for the first year of the initial term of the Agreement shall be required of the Contractor. Except if notified by the County to change the amount of the LOC or the Performance Bond, as applicable, the Contractor is required to renew the LOC or the Performance Bond, as applicable, annually for the duration of the Agreement.

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Agreement) Amount	Best's Rating

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$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

B. On agreement amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time Notice to Negotiate was issued.

2) Certifying that the surety is otherwise in compliance with the State of Florida Insurance Code, and

3) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under §§ 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the United States Department of the Treasury (the "Treasury") entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of $500,000 the provision of subsection B above will be adhered to, plus the surety insurer must have been listed on the Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least $1.5 million dollars and listed on the Treasury list.

D. Surety bonds guaranteed through United States Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. The attorney-in-fact or other officer who signs a Performance Bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

29.2 The required Performance Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

29.3 Either the LOC or the Performance Bond shall be delivered to the County with the executed Agreement.

29.4 In the event the bank issuing the LOC or the surety on the Performance Bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its state of domicile or principal place of business, or the State of Florida suspended or revoked as provided by law, the County shall withhold all payments under the provisions of this Agreement until the Contractor has given a good and sufficient LOC(s) or Performance Bond(s) in lieu of the LOC(s) or Performance Bond(s) executed by such issuing bank or surety.

29.5 Cancellation of any LOC or Performance Bond, or non-payment by the Contractor of any premium for any LOC or Performance Bond required by this Agreement shall constitute a breach of this Agreement. In addition to any other legal remedies, the

County at its sole option may terminate this Agreement or pay such premiums, and deduct the costs thereof from any amounts which are or may be due to the Contractor.

ARTICLE 30
MONETARY ASSESSMENTS FOR NON-PERFORMANCE

30.1 Monetary Assessment for Non-Performance

The County shall impose a Monetary Assessment for Non-Performance on the Contractor for failing to achieve the required service levels, response or timely completion failure to complete scheduled MAC work within the designated time schedule, and other performance measurements as more fully described below:

	Performance Measurement	**Monetary Assessment for Non-Performance Summary**
1	Failure of Contractor to meet the monthly service levels as stated in 2.2 of Exhibit A.	Contractor shall credit back to County at a rate of $1,000 per incident.
2.	Failure of Contractor to resolve or implement a MDAD approved Work-around within four (4) hours from notification to and approval from MDAD of critical or major problems.	Contractor shall credit back County at a rate of $5,000 per day for every critical or major classified problem related to Voice and Data Network that is either not resolved, or implemented and does not have an MDAD approved Workaround within four (4) hours of the problem.
3.	All projects, MACs, new installations, or provisioning individually shall be completed per the mutually agreed upon schedule and or the time frame if specified in this Agreement. If completion is not within ten percent (10%) of the schedule/goal, Monetary Assessment for Non-Performance will be invoked.	Missed deadlines will be assessed by the County that are within the control of the Contractor. Contractor shall credit back County at a rate of $1,000 per day in the event Contractor does not complete the work within ten percent (10%) of the agreed upon schedule/goal.
4.	Having a number of complaints (see 2.2 of Exhibit A) in any given month regarding responsiveness or inability to resolve in a timely manner.	Contractor shall credit back to County at a rate of $500 per incident above the number indicated in 2.2 of Exhibit "A".
5.	For all other service types not covered under 1 – 4 above in which the service requirements have not been met and Monetary Assessment for Non-Performance were stated in 2.2 of Exhibit A.	Contractor shall credit back to County at a rate of $500 per incident

The Parties recognize that the extent and calculation of damages may be difficult to ascertain, therefore, they agree that Monetary Assessment for Non-Performance in the amount stated are reasonable and is in lieu of all other remedies.

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All performance measurement Monetary Assessment for Non-Performance shown above shall be cumulative. The cumulative amount of all performance measurement Monetary Assessment for Non-Performance shall not exceed $250,000 per calendar year. The Monetary Assessment for Non-Performance shall be deducted from the Contractor's Management Fee invoice amount for the month. These Monetary Assessment for Non-Performance shall not apply to the Contractor's invoice amounts that are attributable to third party intervention, or any external events outside the Contractor's control.

30.2 Actions Not Covered Under This Article

The Parties agree the Monetary Assessment for Non-Performance set forth in this Article shall not apply to the extent the Services rendered by Contractor are affected by any of the following (i) unauthorized actions of the County's personnel; (ii) unauthorized actions of third parties not an agent, Subcontractor, or supplier of the Contractor; (iii) failure of software or equipment not administered by Contractor; (iv) modification of the Work by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; (v) damage or malfunction of hardware or software cause by the County, or third party not an agent, Subcontractor, or supplier of the Contractor; or (vi) the *force majeure* conditions set forth elsewhere in this Agreement.

ARTICLE 31
TERMINATION AND DEFAULT PROVISIONS

31.1 Termination For Convenience and Suspension Of Work

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, without cause, terminate this Agreement by thirty days (30) written notice to the Contractor, provided however, that this Agreement can only be terminated without cause if the Agreement is in effect for greater than three (3) years.

31.2 Actions at Termination

a) The Contractor shall, upon receipt of such notice, and as directed by the County:

i. stop work on the date specified in the notice (the "Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders, but the County shall reimburse Contractor for all costs and expenses of such cancellation, provided that Contractor has, within five (5) business days, advised MDAD in writing that there may be cancellation costs, and to the extent known, an estimate of amount of these costs;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

vi. implement a transition plan pursuant to the Transition Program Services subarticle of the Telecommunications and Network Management Services Specification as required in Exhibit A.

b) In the event that the County exercises its right to terminate this Agreement

pursuant to this Article, the Contractor will be compensated as stated in Article 8, Payments and Cost Reimbursements, herein for the:

i. portion of the Services completed in accordance with the Agreement and the work up to the Termination Date; and

ii. non-cancelable deliverables, that have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

iii. any additional charges, incurred by the Contractor, at the direction of the County, not covered in clause (b)(i), above.

c) No claims for loss of anticipated profits or for any other reason in connection the cancellation, or termination of this Agreement shall be considered.

NOTE: All compensation paid pursuant to this subarticle is subject to audit.

31.3 Surrender of Office and Support Space

On or before the Termination Date of this Agreement, whether by lapse of time or otherwise, in accordance with the provisions contained herein, the Contractor shall vacate, quit and surrender and shall account for the support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the County in as good order and condition as they were upon commencement of this Agreement or date of subsequent acquisition, reasonable and normal wear and tear excepted.

31.4 Removal of Personal Property

On or before the Termination Date of this Agreement, the Contractor shall remove all of its personal property from the support space. Any personal property of the Contractor not removed in accordance with this subarticle may be removed by the Department for storage at the cost of the Contractor. Failure on the part of the Contractor to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

31.5 Termination For Cause

a) The County may terminate this Agreement, if an individual or corporation or joint venture or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or joint venture or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform, and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County, Florida.

d) The County may terminate this Agreement, if the Contractor fails to cure an event of default timely.

31.6 Contractor Event of Default

a. A default shall mean a breach of this Agreement by the Contractor (an "Event of Default"). In addition to those instances referred to herein as a breach, an Event of Default, shall include one (1) or more of the following:

   i. the Contractor has violated the terms and conditions of this Agreement, including failing to respond to major and minor failures on a timely basis, unless the Contractor has paid the damages flowing therefrom, and made all necessary repairs associated with the failure(s);

   ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply a sufficient number of properly skilled personnel;

   iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;

   iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law, or the Contractor's affairs have been put in the hands of a receiver;

   v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

   vi. the Contractor has failed to provide adequate assurances as required under subsection b below; or

   vii. the Contractor has failed in a representation or warranty stated herein.

b. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services that the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

   i. treat such failure as a repudiation of this Agreement; and

   ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c. In the event the County terminates this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable Equipment, materials, products, computer files and databases, Documentation, reports, data, or Developed Works.

31.7 Notice of Default and Opportunity to Cure

If an Event of Default occurs, the County shall notify the Contractor (the "Default

Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. The Contractor can cure and rectify the default, to the County's reasonable satisfaction, within thirty (30) days of actual notice of the Default Notice (the "Cure Period"). The County may extend the Cure Period and grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as, the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the services on or before the Termination Date.

31.8 Remedies in the Event of Default

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

i. SATS revenues lost to the County;

ii. the difference between the cost associated with procuring the Services hereunder and the amount actually expended by the County for reprocurement of the Services, including procurement and administrative costs; and

iii. such other damages as the County may be entitled.

31.9 County Event Of Default

The County shall be in default in the event (a "County Event of Default") that one of the following occurs:

(a) (i) the Contractor tenders all required documentation for payment under this Agreement; and

(ii) within fifteen (15) days, the County has not returned the invoice to the Contractor with an explanation of what is missing or incorrect; and

(iii) the County fails to pay that sum of money as and when due under this Agreement and fails to cure the nonpayment within thirty (30) days following receipt of written notice from the Contractor; or

(b) it commits a material breach of a nonpayment provision of this Agreement and fails to cure that breach within thirty (30) days after written notice describing the breach.

31.10 Contractor Remedies Upon County Default

In the event of a County Event of Default, the Contractor may exercise any right and seek any remedy provided at law or in equity.

31.11 Contractor Right Of Early Termination

In the event the County has reduced the level of the Contractor's staff below forty (40) persons or such greater reduction (provided however that no such reduction below forty (40) persons shall occur if the Agreement is in effect for less than three (3) years), such that the

Contractor believes in good faith that it can no longer effectively discharge all of its duties under this Agreement, then the Contractor shall have the right to terminate this Agreement on ninety (90) days written notice to the County, unless the County rescinds the required Contractor staff reduction within ten (10) business days of receipt of the notice. The reduction in the Contractor's staff under this subarticle, shall not include the total number of Contractor's staff that the County may reduce given a reduction in the Contractor's Services, pursuant to subarticle 4.1 of this Agreement.

ARTICLE 32
FORCE MAJEURE

If the performance of this Agreement, or any obligation contained in it, is prevented, restricted or interfered with by reason of either

1. fire, explosion, breakdown of plant, epidemic, hailstorm, hurricane, tornado, cyclone, flood, power failure, lightning, water, or other acts of God, or
2. war, revolution, terrorism, civil commotion, acts of public enemies, blockage, or embargo,

then the party affected, upon giving prompt notice to the other party, shall be excused from such affected performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided however, that the party so affected shall use its commercially reasonable efforts to avoid or remove such causes of non-performance and the Parties shall perform promptly whenever such causes are removed or ceased.

ARTICLE 33
CONFLICT OF INTEREST

Conflict of Interest Code of Ethics Ordinance: In connection with the terms and conditions of this Agreement, the Contractor agrees to adhere to and be governed by the County, Florida Conflict of Interest Code of Ethics Ordinance (Section 2-11.1 of the Code). Notwithstanding the provisions of any federal, state or County law governing the activities of the Contractor hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Contractor shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state, country, or any tenant or airline, which would constitute a conflict with interest of the County hereunder or with the Services provided by the Contractor to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the Parties, as to whether conflicts exist or will exist, and if such relationship will be serious enough to constitute a conflict hereunder.

The Contractor represents that no officer, director, employee, agent, or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Contractor also represents that, to the best of its actual knowledge:

(a) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

(b) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided however, that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(c) The provisions of this article are supplemental to, not in lieu of, all applicable laws with respect to conflicts of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(d) In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 34
MISCELLANEOUS PROVISIONS

34.1. Binding Effect

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

34.2. Contractor Limitation of Liability

a) The Contractor and its Subcontractors shall not be liable for:

(i) any indirect, incidental, consequential, special or exemplary damages, except as it pertains to SATS revenues where the Contractor and its Subcontractor(s) shall be liable for consequential damages in an amount not to exceed $1,000,000;

(ii) any damages of any kind resulting from unauthorized use of or intrusion into the system, including toll fraud. This provision applies to all claims whether based upon breach of warranty, breach of contract, negligence, strict liability in tort where any other legal theory, and regardless of whether the Contractor or its subcontractors have been advised of the possibility of such damage or loss, except for damages resulting if the Contractor or its subcontractors fail to take explicit remedial action based upon the directive of the Department.

b) If a voice system or any other component thereof supports voice over IP protocol (telephony or transmission control protocol/internet protocol), the County may experience certain compromises in performance, liability and security, even when the System is in good working order. These compromises may become more acute if the County fails to follow the Contractor's or the manufacturer's recommendations for configuration, operation and use of the System. The County acknowledges that it is aware of these risks and that it has determined they are acceptable for its application of the System, and the County will not assert any claim against Contractor for such compromises. The County further acknowledges and agrees that the County is solely responsible for:

(i) ensuring that its network and systems are adequately secured against unauthorized intrusion; and

(iii) backing up its data and files.

34.3. <u>Other County Rights</u>

Contractor shall be liable for any physical damage it causes to the Equipment, System or circuits. This liability is limited to:(i) the Contractor's repair of the system or component thereof, or if the system or component cannot be repaired, replacement with a comparable system or component; and (ii) any other such damages to the County arising from the physical damage caused by the Contractor. The County may <u>also</u> bring any suit or proceeding for specific performance or for an injunction.

34.4. <u>No Estoppel or Waiver</u>

No acceptance, order, measurement, payment, or certificate of or by a party or its employees or agents shall estop the other party from asserting any right of the ensuing Agreement. There shall be no waiver of the right of a party to demand strict performance of any of the provisions, terms and covenants of this Agreement, nor shall there be any waiver of any breach, default or non-performance hereof by the other party unless such waiver is explicitly made in writing by the party. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under the Agreement.

34.5. Federal Subordination

This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

34.6. Governmental Authority

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County as a political subdivision of the State of Florida.

34.7. Headings

The headings of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

34.8. Independent Contractor

The Contractor shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the County. All personnel provided by the Contractor in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Contractor under its sole discretion, and not employees or agents of the County.

34.9. Intent of Agreement

This Agreement is for the benefit of the Parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

34.10. Joint Preparation

The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein.

34.11. Laws and Regulations

The Contractor shall comply with the Code of Miami Dade County, Florida (the "Code"), including but not limited to Chapter 25 of the Code, Operational Directives issued thereunder, all laws, statutes, ordinances, resolutions, regulations and rules of the United States of America, State of Florida, or Miami-Dade County, and any and all plans and programs developed in compliance therewith which may be applicable to its operations or activities under this Agreement.

34.12. Modifications

This Agreement may be modified and revised by written Amendment duly executed by the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the

terms of the Agreement. **Any oral representation or modifications concerning this Agreement shall be of no force or effect.**

34.13. Notices

Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, or express mail service to:

To the County:

Director
Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504
with a required copy to the Project Manager

To the Contractor:
Norstan Communications, Inc.
d/b/a Black Box Network Services
5101 Shady Oak Rd.
Minnetonka, MN 55343

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or to such other respective addressees as the Parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the United States Postal Service or on the express mail service receipt.

34.14. Ownership Of Documents

Any and all reports, photographs, surveys, provided or created in connection with this Agreement are and shall remain the property of the County. In the event of termination of this Agreement, any software database, all electronic files associated with work performed, any reports; such as traffic, inventory, switch audit, service and or MAC logs and photographs, surveys, prepared by the Contractor, whether finished or unfinished, shall become the property of the County, and the Contractor shall immediately remit same to the County.

Contractor further acknowledges and agrees that Contractor shall not have ownership interest of any kind in any original materials, either written or readable by machine, prepared by Contractor for County, or prepared jointly by Contractor and County, constituting an original, a modification to, enhancement of derivative work based on such materials. Contractor shall be permitted to create and use such Documentation and Materials solely for the purpose of providing services to County.

34.15. Request for Proposal Incorporated and Order Of Precedence

The Contractor acknowledges that it has submitted to the County a proposal that was the basis for the award of this Agreement and upon which the County has relied. RFP No. MDAD-08-06, addenda, and concomitant documents are incorporated by reference into this Agreement. IN THE EVENT A CONFLICT EXISTS BETWEEN THE RFP DOCUMENTS AND THE NON-EXCLUSIVE TELECOMMUNICATIONS AND NETWORK MANAGEMENT SERVICES AGREEMENT, SAID CONFLICT SHALL BE RESOLVED IN THE FOLLOWING PRIORITY: (1) THE TERMS OF THE AGREEMENT; (2) EXHIBITS TO THE AGREEMENT; (3) ANY RFP ADDENDA; AND (4) THE RFP AND CONCOMITANT DOCUMENTS.

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the work order, 2) the Scope, Requirements, and Service Levels shown in the Agreement, and 3) these terms and conditions other than the Scope of Services.

34.16. Press Release Or Other Public Communication

The Contractor shall not issue or permit to be issued any press release, advertisement or literature of any kind that states or suggests that the County endorses the Contractor or the work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable. This subarticle shall not preclude the Contractor from including the County as a representative customer. Except as may be required by law, or with the written consent of County, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such other parties has been approved or endorsed by the County.

34.17. Prior Agreements

The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. **No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.**

34.18. Rights to be Exercised by Department

Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department. Wherever Department approval is required, it shall not be unreasonably withheld.

34.19. Security

Subject to recommendations from the Contractor as to reasonable and prudent security measures needed and approval by the Department, the Contractor shall be responsible for the security and protection of the facilities, and the equipment, furnishings, commodities and supplies provided under this Agreement, for which the Contractor has managerial responsibilities.

34.20. Severability

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement shall be severable.

34.21. Solicitation

Except as provided by Section 2-11.1(s) of the Code, the Contractor warrants that: 1) it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement; and 2) it has not paid, or agreed to pay any company or other person any fee, or

commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the Contractor for any reason.

34.22. Survival

Any obligations of the Contractor and the County which by their terms would continue beyond the termination, cancellation or expiration of this Agreement or any service order shall survive with such termination, cancellation or expiration.

34.23. Taxes

The Contractor acknowledges that the County is a tax exempt entity. The Contractor shall pay all taxes lawfully assessed against its operations at the Airport, and the Contractor shall be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in a court of competent jurisdiction to determine the validity of such taxes.

34.24. Third Party Beneficiaries

Neither the Contractor nor the County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

Contractor represents and warrants that it shall use access to and knowledge of Software, Systems and related Documentation solely to provide Services to County, and not for the use or benefit of any other third person nor shall Contractor disclose such materials to any third person, and shall limit disclosure to its employees who have a need to know for the performance of Services hereunder.

34.25. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for all actions and claims arising from this Agreement shall be heard in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida or in the United States District Court in and for the Southern District of Florida.

Registered Officer/Agent; Jurisdiction: The Contractor shall designate a registered office and a registered agent, as required by Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Florida Statutes. If the Contractor is a natural person, he and his personal representatives hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

34.26. Violations of Laws and Regulations

The Contractor agrees to pay on behalf of the County any Monetary Assessment for Non-Performance, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, state or County governments, based in whole or substantial part upon a claim or allegation that the Contractor, its agents, Subcontractors, employees or invitees, have violated any law, statute, ordinance, resolution, regulation or rule described in this Agreement or any plan or program developed in compliance therewith.

34.27. Responsible Wages And Benefits

If construction work in excess of one hundred thousand dollars ($100,000) is required of, or undertaken by the Contractor as a result of this Agreement, the Contractor must pay laborers and mechanics performing work on the project no less than the hourly rates specified in accordance with Section 2-11.16 of the Code of Miami-Dade County, Florida and Administrative Order ("AO") No. 3-24. The Contractor shall fully comply with the requirements of the Code and AO and shall satisfy, comply with, and complete the requirements set forth in this Agreement.

It is also the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $1 million dollars, any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority ("IDA"), shall comply, including requiring the lessee to require any contractor constructing such improvements to pay responsible wages to the same extent as if such improvements were County construction. A lessee must pay the County the monitoring fee(s) for the project according to the sliding scale approved by the Board.

This AO neither applies to County construction contracts less than or equal to one hundred thousand dollars ($100,000) or blanket County contracts designed to consolidate an indeterminate number of individual smaller construction contracts, repair or alteration activities which may be needed over a fixed period of time, provided the overall blanket contract ceiling does not exceed five hundred thousand dollars ($500,000) and further provided that no individual work order issued under such blanket contract shall exceed twenty-five thousand dollars ($25,000) per craft, nor does it apply to County construction contracts which are federally funded or otherwise subject to the Davis-Bacon Act, 40 U.S.C. § 276(a). Furthermore, this AO shall not apply to those privately funded projects on County-owned land for construction or alteration of public buildings or public works which are financed solely through private sources, without one dollar ($1) or more of financing provided through any federal, state, County or local government entity or bond sources including IDA bonds or similar type bond funding.

34.28. <u>Entirety of Agreement</u>

The Parties hereto agree that this Agreement sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by subarticles 34.12 and 34.17 to the Agreement, or by written instrument executed by the Parties hereto.

IN WITNESS WHEREOF, the County has hereto caused this Agreement to be issued and executed by its appropriate officials, which the Agreement by its execution by its appropriate officials hereby accepts, as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

(COUNTY SEAL)

CONTRACTOR: **Norstan Communications, Inc. d/b/a Black Box Network Services**

By: (Firm)

_____ _____

President Secretary

WITNESSES TO ABOVE SIGNATURE:

_____ _____
Signature Signature

Vicky L. REED KENNETH J. HASTINGS
Print Name Print Name

Approved by County Attorney as
to form and legal sufficiency.

_____
David S. Hope

Memorandum

MIAMI-DADE COUNTY

Date:	October 6, 2009
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Supplemental Report - Award Recommendation for Non-exclusive Telecommunications & Network Services Management Agreement at Miami International Airport, RFP No. MDAD-08-06

Supplement to
Agenda Item No. 8A(1)a

This supplemental report to the award recommendation to Norstan Communications, Inc. d/b/a Black Box Network Services ("Black Box"), for the Non-exclusive Telecommunications & Network Services Management Agreement at Miami International Airport ("MIA"), RFP No. MDAD-08-06, provides the Board with a synopsis of the hearing examiner's Findings and Recommendations associated with the protest filed by Air Transport IT Services, Inc. ("Air-IT") and denied by the hearing examiner, and to present a revised five (5) year project budget.

PROTEST

The hearing examiner issued his Findings and Recommendations (copy attached), and affirmed the recommendation of the County Manager authorizing the County's execution of an agreement with Black Box.

On July 1, 2009, a bid protest hearing was held. Air-IT protested that although all three (3) firms which responded to Request for Proposals ("RFP") MDAD-08-06 (Black Box, Shared Technologies and Air-IT) were deemed responsive by the County Attorney's Office, the evaluation/selection committee deemed Shared Technologies and Air-IT non responsible because they did not meet the minimum qualifications. The RFP states that proposers must be both responsive and responsible to be eligible to continue in the process for award. Since Black Box was the only responsive and responsible proposer, it was recommended for award. Air-IT stated that Black Box received preferential treatment from the County and therefore the County's recommendation for award was arbitrary, capricious, and unfair. Air-IT also stated that the RFP was flawed because the minimum qualifications were (i) set too high, (ii) arbitrary, capricious, vague, and anti-competitive, and (iii) only an entity with prior knowledge of the Miami-Dade Aviation Department ("MDAD") telecommunications and network systems could qualify. Air-IT alleged Black Box had an unfair advantage because of its acquisition of NextiraOne, LLC in 2006,[2] given the RFP minimum qualifications were as stringent as those contained in the 2004 RFP procurement for the same services, which were unduly restrictive, and arbitrary and capricious. The hearing examiner found (a) the RFP language was neither arbitrary nor capricious, (b) the minimum qualifications did not favor Black Box, (c) MDAD could not verify the information provided by Air-IT as proof of its requisite experience, and (d) the experience of Air-IT's sister corporation was justifiably not considered by MDAD in its determination of Air-IT's responsibility. More importantly, the hearing examiner "[did] not accept the position advanced by Air-IT that the County could not and should not have used the experience of the various Black Box entities [(i.e., NextiraOne)] as part of its evaluation process and therefore Black Box should have been deemed a non-responsible bidder."

In addition, Air-IT contested:

[2] NextiraOne, LLC has been the MDAD's telecommunications and voice/data network manager since the County purchased the systems in 2002. Black Box acquired NextiraOne on April 30, 2006.

1. The Transition Plan to be submitted with the RFP created an unfair advantage for the incumbent, Black Box.

   A Transition Plan detailing a proposer's implementation phases is critical to the continuity of these vital services at MIA.[3] In addition, MDAD had no confidence in Air-IT's ability to perform, given Air-IT's documented solicitation of Black Box employees providing the subject telecommunications and network services at MIA.

Hearing Examiner's Finding: Given the RFP process could produce a new service provider, change was a contemplated by-product of the solicitation, and the RFP language neither created an unfair competitive advantage for the incumbent, nor a disadvantage to any other Proposer.

2. The County determined that the financial information provided by Air-IT did not meet the minimum qualifications because it was not information from the "Proposer", but rather from its parent corporation.

   One of the reasons Air-IT was deemed non-responsible, was its failure to provide the required three (3) years of either federal tax returns or audited financials. Air-IT was provided an opportunity to cure this matter, and failed to provide the requested information. MDAD should not have to accept the financials from Fraport AG for this RFP, because MDAD previously accepted a bond from Air-IT's parent company through an invitation to bid ("ITB") solicitation process for another contract (AOIS). The AOIS ITB process did not require financial documents. Furthermore, it should be noted that under the AOIS ITB process, Air-IT executed the bond, not Fraport (parent company). Given the existing economically volatile corporate environment, the prudent action on the part of MDAD was to request the actual financials from the proposer intending to contract with the County.

Hearing Examiner's Finding: The RFP only requires that the Proposer provide evidence of its financial resources, and the County's determination that Air-IT was non-responsible based upon a failure to meet the Financial Responsibility minimum qualifications was arbitrary. However, the evidence presented indicated there were other independent bases for MDAD's determination that Air-IT was a non-responsible proposer.

3. The determination that Air-IT was non-responsible.

   MDAD provided Air-IT with an opportunity to cure both its financial and technical expertise minimum qualification submission deficiencies. With respect to technical experience, Air-IT stated its intent to partner and work with a sister company, GEDAS AG, in order to satisfy the minimum qualifications. No technical information was submitted by Air-IT in either its initial submission or after an additional request for information, to show or verify the type, nature, or length of GEDAS' experience (i.e., actual contracts in North America required by the minimum qualifications). In addition, MDAD contacted all supplied North American references, including one in Puerto Rico, and every reference stated the project(s) worked on by Air-IT was predominantly applications/software development, and not telecommunications related. There was no corroboration that Air-IT performed the type of work required under the RFP.

Hearing Examiner's Finding: Absent a showing that MDAD's determination that Air-IT was a non responsible bidder was arbitrary or capricious, or that it was the product of fraud, dishonesty, illegality, oppression or misconduct, the determination by MDAD must stand.

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[3] Under the Scope of Services, the successful proposer shall "furnish all labor, new materials, tools, supplies, and other items required for the design, installation, maintenance, repair, and management and operational support services for: (i) all voice and data network infrastructure for MDAD, its users and tenants; and (ii) the management of shared airport tenant services ("SATS") for the County to tenants and users at the Airport...."

4. Air-It contended that it was treated unfairly during the bid process, and that Black Box was a non-responsible bidder, and therefore not eligible to receive the additional award of this contract.

   On April 20, 2006, prior to Black Box's acquisition of NextiraOne, NextiraOne pled guilty to one (1) count of wire fraud in South Dakota federal court, arising out of its participation in the E-Rate program. Pursuant to Florida Statutes, Black Box timely disclosed this guilty plea to the State of Florida Department of Management Services, and upon request provided additional information. No further action was taken by the State of Florida. Air-IT contended Black Box failed to submit a Public Entity Crimes Affidavit and subsequently submitted a deficient affidavit, therefore Black Box was both non-responsive and non-responsible and not subject to award. MDAD investigated the issues related to Black Box's affidavit and the requirements under section 287.133 of Florida Statutes, in addition to checking both the state and federal public records, and determined that (i) Black Box properly submitted its affidavit with its proposal, and (ii) neither NextiraOne nor Black Box were placed on a convicted vendors list.

Hearing Examiner's Findings: The County's actions in determining Black Box satisfied the necessary requirements to fully and accurately complete the Public Entity Crimes Affidavit did not create a process unfair to either Air-IT or other bidders. In this regard, all the proposers were treated equally and fairly.

5. MDAD did not request the Proposal Guarantee Deposit (the "Negotiation Bond") prior to negotiations, which created an unfair advantage for Black Box.

   The intent of the Negotiation Bond is to protect MDAD by assuring that a firm recommended for negotiations, executes the agreement, and is committed to a timely transitional process. Given this solicitation had only one (1) responsive, responsible proposer. MDAD intended to request the bond prior to the negotiations, but did not. MDAD's inaction did not create a competitive advantage for the incumbent, Black Box. Furthermore, since the incumbent was the recommended firm, MDAD was operating under an existing contract, and was not facing any risks associated with transitional delays. Black Box timely posted the Negotiations Bond upon notification by MDAD.

Hearing Examiner's Finding: Both elements of the criteria weigh in favor of MDAD's discretion to waive the requirement, and the post-negotiation bond requirement was not anti-competitive, since it was only imposed after a bidder was selected for negotiation.

PROJECT BUDGET

Although the item was withdrawn during the Airport and Seaport Committee ("ASC") meeting of June 11, 2009 due to the bid protest action, a request by a committee member instructed MDAD staff to seek to improve on the original rates with Black Box. Black Box has agreed to reduce the proposed multiplier rate from 2.13, to 1.96, resulting in a cost reduction of approximately $3 million dollars over the five (5) year period of the contract. However, as noted in the original item, the project budget remains at $50 million overall in order to prudently support new construction and tenants, mitigate unforeseen circumstances, and have the required funding to cover the additional two (2) year extension should the County exercise this option.

Assistant County Manager

Harvey Ruvin
CLERK OF THE CIRCUIT AND COUNTY COURTS
Miami-Dade County, Florida

CLERK OF THE BOARD OF COUNTY COMMISSIONERS
STEPHEN P. CLARK MIAMI-DADE GOVERNMENT CENTER
SUITE 17-202
111 N.W. 1st Street
Miami, FL 33128-1983
Telephone: (305) 375-5126
Fax: (305) 375-2484

July 10, 2009

Miguel De Grandy, P.A.
800 Douglas Road, Suite 850
Coral Gables, FL 33134

Re: Bid Protest – RFP No. MDAD-08-06
Non-exclusive Telecommunications & Network Services Management Agreement

Dear Mr. De Grandy:

Pursuant to Section 2-8.4 of the Code and Implementing Order 3-21, forwarded for your information is a copy of the Findings and Recommendation filed by the hearing examiner in connection with the foregoing bid protest hearing which was held on July 1, 2009.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Sincerely,
HARVEY RUVIN, Clerk
Circuit and County Courts

By Diane Collins
Diane Collins, Acting Division Chief
Clerk of the Board Division

DC/fcd
Attachments

cc: Honorable Carlos Alvarez (via email)
George Burgess, County Manager (via email)
Ysela Llort, Assistant County Manager (via email)
Hugo Benitez, Assistant County Attorney (via email)
David Hope, Assistant County Attorney (via email)
Jose Abreu, Director, MDAD (via email)
Ana Sotorrio, Associate Aviation Director, MDAD (via email)
Lenora Allen-Johnson, MDAD (via email)
Tony Quintero, MDAD (via email)
Marie Clark-Vincent, MDAD (via email)
Air Transport IT Services, Inc. (via US Mail)
Norstand Comm./Black Box Network Services (via US mail)
Shared Technologies, Inc. (via US mail)

CLERK OF THE BOARD
2009 JUL 10 AM 11:04
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

DOUTHIT LAW, LLC
5955 NE 4th Court
Miami, FL 33137
(305) 893-0110 (305) 893-7499 Fax

July 9, 2009

TO: Clerk of the Board

FROM: Marc Anthony Douthit, Esq.

RE: Bid Protest–Project No. MDAD-08-06
Non-exclusive Telecommunications and Network Services Management Agreement

MEMORANDUM OPINION

This matter came before this Hearing Examiner on July 1, 2009 on the Bid Protest of Air Transport IT Services, Inc. (Air-IT), protesting Miami-Dade County's Recommendation of Award of Project Number MDAD-08-06, Non-exclusive Telecommunications and Network Services Management Agreement (Contract) to Norstan Communications d/b/a Black Box Network Services (Black Box). Air-IT was represented by Miguel DeGrandy, Esq., the Office of the County Attorney was represented by David Stephen Hope, Esq. and Black Box was represented by Jose Villalobos, Esq.

Prior to the Hearing, Black Box moved to intervene in the proceedings, arguing *that as the recommended bidder they had a vested interest in the outcome of these* proceedings. In reviewing Air-IT's Written Intent to Protest, the relief it seeks is that the Contract in question be rejected and the recommendation of award to Black Box be

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thrown out and a new solicitation issued. Clearly, Black Box has an interest in the outcome of this matter and as such, its intervention in this matter was allowed.[1] .

PROCEDURAL BACKGROUND

Miami-Dade County, through the Miami Dade Aviation Department (County or MDAD) issued a Request for Proposal for project MDAD-08-06 on May 2, 2008 (RFP). The RFP sought responses from vendors to perform telecommunications and network management services at Miami International Airport, the general aviation airports and other Miami-Dade Aviation Department facilities which may be added in the future (collectively "the Airport"). Air-It, Black Box and a third entity, Shared Technologies, Inc. responded to the RFP.

Prior to the bid submission deadline, Air-IT, through counsel submitted to MDAD in accordance with Implementing Order, IO 3-21, certain objections to the RFP as written. This letter dated June 4, 2008 was written with the specific intention to allow Air-IT to preserve its rights in the event it later filed a Bid Protest directed to the issues raised in the letter. At the hearing the parties agreed that the issues raised in the Pre-Bid letter of objection, from a procedural standpoint at least, were properly preserved by Air-IT and those issues were submitted and argued before this Hearing Examiner at the Hearing.

[1] At the time of the hearing, both the Protestor and the County Attorney indicated that they did not have any objection to the intervention of Air-IT in these proceedings.

Air-IT also raised several other issues in its Written Intent to Protest which can be generally divided into two categories. First, are those issues raised in the Pre-Bid Objection letter dated June 4, 2008. The remaining issues relate to the "administration" of the bid process. This second category of issues go to the heart of Air-IT's assertion that the recommended bidder, Black Box was, in both the structure and language of the RFP and in the County's treatment during the bid process, given preferential treatment. This in turn skewed the bid process in favor of Black Box.[2]

By Memorandum dated August 5, 2008, all of the bidders were found to be "responsive" to the RFP. However, the proposals of Shared Technologies and Air-IT were found by the Evaluation Committee to be non-responsible due to their failings in meeting the Minimum Qualifications of the RFP. Subsequently, Black Box was notified by the County that it was the highest ranked responsive and responsible bidder and a recommendation was made to the County Manager to award the contract to Black Box. The County Manager in turn, recommended to the Board of County Commissioners that the contract be awarded to Black Box. It is from that recommendation of award that Air-IT filed its Written Notice of Intent to Protest.

IMPACT OF MDAD-04-01

Air-IT has asserted that the current RFP, which is the subject of this Protest is essentially identical to Request for Proposals, MDAD-04-01 (2004 RFP), issued for the

[2] Air-IT also makes a general objection to the RFP that the language contained in the RFP was so vague and unrelated to the project at hand as to render it arbitrary and capricious. Without going into to detail as to each such issue, I do not find that the language of the RFP is unusually vague and therefore not arbitrary

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same services in 2004. Without going into a detailed comparison of the similarities of the terms of the two RFP's, the impact of the terms and conditions of the 2004 RFP on this process is limited. Air-IT contends that the County recognized the flaws in the 2004 RFP when none of the bidders were able to meet the Minimum Qualification Requirements. As a result, in 2008, using those same criteria, the only bidder who could possibly meet the Minimum Qualification Requirements in this RFP would be the incumbent, which in this case would be Black Box. Black could accomplish this by virtue of their purchase of the recommended bidder in the 2004 RFP, Nextira One.

Pedro Garcia, the Chair of Telecommunications for the Aviation Department, testified that to his recollection, the Minimum Qualification Requirements in the 2004 RFP were changed to lessen the number of years of prior experience that was required to meet the Minimum Qualification Requirements of the 2004 RFP. Air-IT points out that the 2004 Evaluation Committee expressed concern that none of the 2004 bidders met the Minimum Qualification Requirements of 2004 RFP. As such, the Minimum Qualification Requirements were adjusted so that some or all of the 2004 bidders to be able to meet them.

In 2008, using the same criteria, only Black Box met the Minimum Qualification Requirements and Air-IT suggests that not only did these criteria eliminate many potential bidders, but also favored Black Box as the incumbent. While it is impossible to tell whether the Minimum Qualification Requirements prevented any potential bidders

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or capricious. Any questions which a potential Proposer may have could have been addressed prior to the bid submission date and indeed Air-IT took advantage of this opportunity.

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from responding to the 2008 RFP it cannot be said that using these same minimum qualifications somehow favored Black Box. The mere passage of time is sufficient to change the dynamic in such a way that makes qualifications that may have indeed been unreasonable and unreachable in 2004, perfectly reasonable and reflective of the current market conditions in 2008. I have no evidence before me, nor am I aware of any legal authority that requires the County to treat each of these RFP's identically, particularly four years later.

Related to this issue is the question of whether the incumbent, Black Box somehow benefited by the language of the RFP, particularly with respect to the inclusion of a Transition Plan as a requirement of the RFP response. Air-IT was careful to point out in its Written Intent to Protest that it was not challenging the relative weight being given to the Transition Plan requirement, but rather, its issue is with the perceived advantage gained by Black Box as the incumbent.

Air-IT points out that in attempting to comply with the Transition Plan requirement, it contacted certain key members of the existing provider's staff to determine if they would, if Air-IT was the recommended bidder for the RFP, be willing to work with the Air-IT team. In response, Black Box sent Air-IT a letter demanding that Air-IT refrain from any contact with its employees. Air-IT suggests that Black Box was and is the only bidder who can provide a "seamless" transition, since it is currently performing these services at the Airport.

In reading the plain language of the RFP as it relates to the Transition Plan, I find no language which would tend to show a bias towards Black Box or against Air-IT. While Air-IT has interpreted the Transition Plan requirement as the need to create a "seamless" transition, there is nothing in the language of the RFP that imposes such a requirement.

I do not think it reasonable to expect that any member of the evaluation committee who has had experience with Black Box as the incumbent, could completely overlook and ignore that information and experience in their evaluation. However, Black Box's incumbency can work in both directions. The experiences can be positive and negative. While Air-IT believes that incumbency will assist Black Box, it is entirely possible that the position of being the incumbent could have had a negative impact on the Black Box bid.

Air-IT suggests as much in its May 23, 2008 letter from its counsel to Black Box, implying that although the County has the option to extend the existing contract, it has chosen to put the contract back out for bid, something not routinely done when the County is satisfied with the services of the incumbent. Certainly, there is nothing in the language of the RFP which tends to give any indication either way.

The language simply calls for a Plan. Given, that at the end of the day, the RFP process could result in a new provider, change was a contemplated by-product of the process. Air-IT could create a Plan of its own choosing detailing how it would handle the changed circumstances which would exist from Air-IT replacing Black Box at the

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Airport. The language in the RFP related to the Transition Plan does not impose a "seamless" requirement, but merely a statement as to how Air-IT was going to manage that change. I do not find that this language creates an unfair competitive advantage for the incumbent, nor does it create a disadvantage to any other Proposer.

FINANCIAL VIABILITY OF AIR-IT

One of the basis' for the County declaring Air-IT a non-responsible bidder was Air-IT's failure to provide Tax Returns and audited Financial Statements for Air-IT. Air-IT provided financial information from its parent company FRAPORT. The County determined that the information provided by Air-IT did not meet the minimum qualifications because it was not information from the "Proposer", but rather from its parent corporation.

Air-IT contrasts this determination by the County against the determination by the County that Black Box could utilize the prior experience of its affiliated corporations to bolster its "resume" showing that it provided the services sought under the RFP in other places. The testimony of Gregory Nicholson, Vice President and General Counsel of Nextira One d/b/a Black Box Network Services indicated that Norstan Communications, Inc., the bidder under for the RFP has a very complex corporate structure and there are many entities that do business as Black Box Network Services. He explained that Black Box Corporation is a holding company and it has many subsidiaries many of which using the Black Box name in one form or another.

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When questioned about the experience of "Black Box" having performed like services for other facilities and in other locations, Mr. Nicholson conceded that he was unaware of which Black Box Network Services actually performed the services for these facilities. Further, Pete Betancourt, Aviation Chief Procurement Contracting Officer for MDAD, testified that in his inquiry regarding the experience of Black Box, he did not seek to make any distinction between the various Black Box entities and considered the experience of each as meeting the experience qualifications.

The County counters the Air-IT position by stating that Black Box and Nextira One, the current contractor is one in the same, since Black Box purchased Nextira One in 2006. Both Pedro Garcia and Pete Betancourt of MDAD considered the work and experience of Nextira One as applicable to Black Box, since the same individuals who were performing the work at the airport for Nextira One are now performing the work for Black Box.

The language of the Financial Viability Section of the RFP provides in relevant part: "The Proposer must provide evidence to indicate that the Proposer has financial resources..." In its June 27, 2008 letter, MDAD requested financial information from Air-IT. The information that Air-IT had provided in its bid proposal related to its parent corporation, FRAPORT which they assert "stands in the shoes" of Air-IT. Air-IT's reliance on this arrangement being satisfactory to the County was partly based on the fact that Air-IT is currently under contract with the Airport to provide Airport Operation Information Systems (AOIS) services at the Airport. In response to the Request for

Proposals that was issued for that project, Air-IT provided the financial information of FRAPORT, its parent company and that was acceptable under those circumstances.

I do not mean to suggest or imply that the County is under any obligation to administer the RFP process for every contract in an identical fashion. Indeed, there may be perfectly valid and legitimate reasons for the acceptance of this type of financial information under the AOIS RFP that are not applicable here. The County certainly has the right and ability to make these independent determinations and it is not my place to replace my judgment for the judgment of the County. However, the conduct of the County under the AOIS contract does show recognition of the complex and intertwined business structures of many of today's large, multi-national corporations. Air-IT is a part of a larger body of inter-related companies. Depending on corporate structure of these types of companies, the parent corporation may be the source of all of its financial strength. This structure is consistent with the language of the RFP in that a fair reading of the language only requires that the Proposer provide "evidence" of the Proposer's financial resources. There is nothing in this language that points a Proposer to any particular type of evidence and while the County may value and give more weight to certain types of evidence, the determination that Air-IT was non-responsible based upon its failure to meet the minimum qualifications for Financial Responsibility was arbitrary and in this regard Air-IT's point is well taken.

The County's analysis with respect to Black Box's experience in meeting the minimum qualifications regarding Black Box's prior experience at other facilities further

highlights this point. Black Box is also a part of a large conglomerate of corporations. Mr. Nicholson testified that while he was unsure of the exact number, there may well be over fifty affiliated companies all doing business as Black Box Network Services. While no one could testify with any absolute certainty, it is clear that Black Box was permitted to utilize the experience of many of these affiliates to bolster its bid proposal.

I have been unable to identify a difference between the use of affiliated companies and for this purpose and the use by Air-IT, of its parent company for the purpose of Financial Viability. The distinction might be that one is that one usage is limited to the financial qualifications and the other is related to the ability to perform the work under the RFP. However, the language of the two sections of the RFP which both specifically refer to the Proposer's information, do not warrant a completely different outcome in this regard.

That being said, I do not accept the position advanced by Air-IT that the County could not and should not have used the experience of the various Black Box entities as part of its evaluation process of Black Box's bid and therefore Black Box should have been deemed a non-responsible bidder. As with the submission of Air-IT's financial information, the County is free to give appropriate weight to how a Proposer seeks to meet the Minimum Qualification Requirements. The County's discretion in this regard is not at issue however, it is the apparent unequal application of these standards that have given legitimacy to Air-IT's challenge in this regard. The County rightfully made a

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determination with respect to Black Box and a fair interpretation of the RFP should have compelled a similar result with respect to Air-IT.

If Financial Viability was the sole basis for the determination that Air-IT was non-responsible, then no further analysis of this Bid Protest would be required. However, the evidence presented indicates that there were other independent bases for MDAD's determination that Air-IT was a non-responsible bidder.

DETERMINATION OF AIR-IT'S NON-RESPONSIBILITY

Responsibility is a question of the evaluation of a bidder to perform a contract and invest public authorities with discretionary power to pass upon the honesty and integrity of the bidder necessary to a faithful performance of the contract - upon his skill and business judgment, his experience and his facilities for carrying out the contract, his previous conduct under other contracts, and the quality of his previous work . . . ." *Engineering Contractors Association of South Florida v. Broward County*, 789 So.2d 445 (Fla. 4th DCA 2001). A RFP is used when the public authority is incapable of completely defining the scope of work required, when the service may be provided in several different ways, when the qualifications and quality of service are considered the primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation and specificity. *Sys. Dev. Corp. v. Dep't of Health & Rehabilitative Servs.*, 423 So.2d 433, 434 (Fla. 1st DCA 1982). The complexity of the scope of work and the need to utilize the RFP process in this instance is not in dispute.

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While the September 19, 2008 letter to Air-IT from MDAD informing Air-IT that they were found to be a non-responsible bidder does not go into detail, MDAD asserted at the hearing that there were several reasons for this determination. Primary among them was the lack of requisite experience of Air-IT in performing the scope of services.

According to the testimony of Pete Betancourt, MDAD could not verify the information listed by Air-IT as proof of its requisite experience. Significantly, he was unable to find any corroboration for Air-IT's having performed similar work to what is required under this RFP. The prior experience he was able to verify did not indicate that Air-IT had the requisite telecommunications experience that was necessary and required. Based upon this, both he and Pedro Garcia testified that the Evaluation Committee determined that Air-IT was not a responsible bidder.

There was some mention of the experience of Air-IT's sister corporation, Gedas, A.G. and the experience they had in providing the services required under the RFP. These experiences may have bolstered the experience and capabilities of Air-IT. However, this experience was not included by Air-IT in its Bid and was justifiably not considered by MDAD in its determination of Air-IT's responsibility.

It is not my place to insert my judgment in the place of MDAD. Absent a showing that MDAD's determination that Air-IT was a non responsible bidder was arbitrary or capricious or that it was the product of fraud, dishonesty, illegality, oppression or misconduct, the determination by MDAD must stand. *Liberty County v.*

Baxter's Asphalt & Concrete, Inc., 421 So.2d 505 (Fla. 1982). There has been no evidence presented which would lead to this conclusion.

PUBLIC ENTITY CRIMES AFFIDAVIT

In its Written Intent to Protest, Air-IT's ultimate request for relief is to have the recommendation to award the contract to Black Box thrown out and to have the project re-advertised for bid. In order to justify this position, Air-IT has asserted not only that it has been unfairly treated during the bid process, but also that Black Box is not a responsible bidder and therefore not eligible to receive the award of this contract.

One of the justifications that Air-IT uses for its assertion that Black Box is not a responsible bidder centers around the County's handling and treatment of Black Box's Public Entity Crimes Affidavit. This issue, according to Air-IT is symbolic of the preferential and disparate treatment received by Black Box as the incumbent during the entire Bid Process.

Black Box is considered the incumbent by virtue of its purchase of Nextira One, who was the recommended bidder from the 2004 RFP and is currently performing the work at the airport. In 2006, Nextira One pled guilty to a single count of Wire Fraud in Federal Court. As a result, Black Box was required to disclose certain information on its Public Entity Crimes Affidavit as part of its Bid submission. Air-IT contends that the affidavit of Black Box was deficient and should have caused Black Box to be deemed non-responsive to the RFP.

Pete Betancourt testified that he investigated the issues related to the Public Entity Crimes Affidavit and the corresponding requirements of Florida Statute, Section 287.133. The County further performed a check of the Public Records and determined that Nextira One was not on any Convicted Vendors List and any prior period of debarment had expired. Pursuant to the language of the RFP, this is all that is required.

I do not find that the County's actions in either determining that Black Box had either satisfied the requirements necessary to fully and accurately complete the Public Entity Crimes Affidavit created a process which was somehow unfair to Air-IT or any other bidder.

MDAD requested additional information from Black Box for the purpose of clarification and met with Black Box on the issue. This is no different than the County requesting the additional written information from Air-IT regarding the Financial Viability information Air-IT provided in its Bid Proposal. Each Proposer had the opportunity to respond to MDAD's inquiry and satisfy their concerns. In this regard, all the bidders have been treated equally and fairly.

PROPOSAL GUARANTEE DEPOSIT

The requirement of the Proposal Guarantee Deposit raises an interesting point. It is a requirement imposed upon a bidder after determinations of responsiveness and responsibility have already been made. The Office of the County Attorney had already made a determination that Black Box is a responsive bidder. Further, a determination by the RFP Evaluation Committee had already been made that Black Box was a responsible

bidder. If the Proposal Guarantee Deposit is an ongoing "responsibility" requirement, then the question becomes is this a material provision of the RFP that cannot be waived either intentionally or by mere inaction as appears to be the case here.

Pete Betancourt testified that it was his belief that Black Box was required to post the Proposal Guarantee Deposit within seven days of being notified by the County to do so, which they did. He provided no substantive explanation for why the County waited until after negotiations to make this request except to say it appeared to be an oversight.

The County has wide discretion in exercising its judgment over the contracting decisions. However, as a public body the County is not entitled to omit or alter **material** provisions required by the RFP because in doing so the public body fails to "inspire public confidence in the fairness of the [RFP] process." State, *Dep't of Lottery v. Gtech Corp.*, 816 So.2d 648 (Fla. 1st DCA 2001). Although a bid containing a material variance is unacceptable, *Glatstein v. City of Miami*, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla.1981), not every deviation from the invitation is material.

The question is whether or not the Proposal Guarantee Deposit provision of the RFP is a "material" provision. It is only material if it gives the bidder a substantial advantage over the other bidders and thereby restricts or stifles competition. (*Robinson Electrical Co., Inc. v. Dade Co.*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982). See also Rule 13A-1.02(9), Fla.Admin.Code, which reserves to the agency the right to waive any minor irregularities in an otherwise valid bid, a minor irregularity being a variation which "does not affect the price of the bid, or give the bidder an advantage or benefit not

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enjoyed by other bidders or does not adversely impact the interests of the agency." *Tropabest Foods, Inc. v. State, Dept. of General Services*, 493 So.2d 50 (Fla. 1st DCA 1986). A material provision has been found to mean a provision which gives one bidder a substantial advantage over another. *Robinson Electric, Co. v. Metropolitan Dade County*, 417 So.2d 1032 (Fla. 3rd DCA 1982. In determining whether a specific noncompliance constitutes a substantial and hence nonwaivable irregularity, the courts have applied two criteria–first, whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition. *Robinson* at 1033.

Here both elements of the two part criteria weigh in favor of this requirement being one that MDAD would have the discretion to waive. MDAD was apparently satisfied that a valid contract would be entered into since it engaged in negotiations with Black Box and expressed no concern over the lack of a Proposal Guaranty Bond. More importantly in this instance, this deviation was regarding a requirement that was only imposed after the "notification" that Black Box was invited to negotiate. The competitive bidding process was not affected to the extent that it was compromised in any way. *Robinson* which involved a question of a bidder's failing to submit a bid bond, but rather

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submitted a cashier's check cites *Bryan Construction, Co. v. Board of Trustees*, 31 N.J. Super. 200, 106 A.2d 303 (App.Div. 1954), which states:

> "If it can be said any irregularity here existed, it is patent that competitive bidding was not in any wise affected. It prevented no one from bidding, and all those that did bid were on equal footing, having the same opportunities as the defendant to read and utilize the instructions."

Here the same is true. This post negotiation requirement was not anti-competitive, since it was only imposed after a bidder had already been singled out for negotiation. Whether by intent or by accident, it cannot be said that the County's interpretation of when the Proposal Guarantee Deposit was due, right or wrong somehow so taints the bid process as to warrant granting the relief sought by Air-IT.

CONCLUSION

The Protestor has a high burden to carry in protesting a recommendation under a RFP. The County has wide latitude in the administration of the Bid Process and in its determinations of responsibility. The depth and breadth of that latitude is certainly being tested in this case. However, I cannot find that as a whole, the RFP, the administration of the bid process or the conclusions reached by MDAD are either arbitrary and capricious or the product of dishonesty, fraud, illegality, oppression or misconduct. I am constrained to the boundaries of those criteria in reaching my conclusions and as such find and recommend that the Recommendation of the County Manager to award the contract under RFP MDAD 08-06 be AFFIRMED and the protest of Air-IT be DENIED.

Marc Anthony Douthit
Hearing Examiner

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Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

Supplement to
Agenda Item No:
8(K) 1(A) & 8(K)1(B)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Supplemental Report to Disaster Recovery Initiative Recapture and Reallocation Agenda Items (8K1A and 8K1B)

The following report is intended to address questions raised by Commission Aides at the agenda briefing regarding the timing of expenditures relative to Disaster Recovery Initiative (DRI) funds.

The Board of County Commissioners (BCC), through Resolution R-1260-07, allocated $6.5 million to Partnership for Recovery (PFR) from DRI Round 2 funds. In March 2008, PFR advised the County that they were returning funds from both Rounds 1 and 2. As such, funds from Round 1 were recaptured and reallocated through R-645-08. However, Miami-Dade County did not receive executed agreements from State's Department of Community Affairs (DCA) for Round 2 until June 2008. Until the County had possession of the executed contracts from the State, such agreements could not be amended. Staff was not able to present the BCC with an item to recapture and reallocate PFR's DRI Round 2 funds until recently due to the transition of senior management staff at the Department of Housing and Community Development (DHCD) and because staff had to evaluate the projects to receive reallocated funds.

In discussions with the County, PFR indicated that it had received sufficient non-federal funds and private contributions from the community to carryout its activities. Because many houses required immediate repairs, it was more convenient for PFR not to use DRI funds due to additional federal requirements, such as the environmental clearance, which significantly delay the expenditure of funds. For instance, many homes requiring assistance had been built over 50 years ago and in such cases US HUD requires a historical review that typically results in a three to six-month delay in repairing the homes.

With respect to how staff determined the reallocation of recaptured funds, the intent, as with other US HUD-funded application processes, is to fund applicants which had applied through each DRI's original request for application (RFA) process, received awards through the original RFA process, and had expended the majority of their initial awards. This is the same process used in the mid-year that is constantly used to recapture and reallocate Community Development Block Grant (CDBG), HOME federal funds. In addition, a major reason for using the applicants under the original process is to ensure that funds were expended in a timely manner. Lastly, a concern was raised as to how staff alerted all current grantees of the availability of additional funds. Staff followed the federal notice requirement to issue a seven-day notice for any substantial amendments to the application. DHCD has complied with the notice provision by advertising on the County's website.

On the issue of how the projects recommended for additional funding under these two agenda items are actually spending their original awards, the recommended projects have shown the most spending progress to date. Under Round 1, Habitat for Humanity has spent $1.608 million of their total $1.75 million allocation. Item 8K1A would reallocate an additional $1 million to Habitat for Humanity to reconstruct ten homes.

Under Round 2, all $6.5 million originally awarded to PRF is being reallocated to three separate agencies (North Miami, Florida City, and DHCD's Asset Management Unit). Of the $2.523 million originally allocated to Florida City under DRI Round 2 for infrastructure repairs, $1.136 million in costs have already been incurred. The additional $1 million is recommended because of unanticipated

Exhibit
10-6-09

environmental work required in the project's original scope. The additional funds are needed to complete the project in line with the additional regulatory requirements. North Miami has incurred $552,355 against their original $712,500 DRI Round 2 award. The City originally submitted a request for more funds than awarded under Round 2 to rehabilitate and harden single-family homes. The $3 million being reallocated under 8K1B will allow North Miami to address the needs of at least 80 homes on the waiting list for repair.

DHCD's Asset Management Unit, which is responsible for overseeing the County's private multi-family units, was originally awarded $1.3 million under Round 1 to address damages as a result of Hurricane Katrina. Upon review of each property's file documenting damages and the scope of work to be completed, it was discovered that damagers were all mostly associated with Hurricane Wilma. However, staff inadvertently allocated funds under Round 1 to address damages from Hurricane Wilma, which is not allowed. Only Round 2 funds can be used to repair damages from Hurricane Wilma. In addition, staff under estimated the damages sustained by the County's asset management properties and as such it is recommended that $2.5 million from Round 2 be reallocated.

Cynthia W. Curry
Senior Advisor to the County Manager

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

Agenda Item No. 8(M)(1)(A)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ratification of the Submission of Grant Applications to the Safe Neighborhood Parks Bond Grant Program

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Recommendation

It is recommended that the Board adopt the attached resolution ratifying the submission of 20 grant applications totaling $3,849,500 to the 2009 Safe Neighborhood Parks (SNP) Bond Grant Program to enhance recreation facilities in existing Miami-Dade County parks. It is further recommended that the Board authorize the Mayor or the Mayor's designee to receive and expend grant funds, and execute contracts, agreements and amendments as required by program guidelines.

Scope

The projects are located in various Commission Districts (see Attachment A). The properties are open to all residents and visitors of Miami-Dade County. The project impacts are countywide.

Impact/Funding Source

The grant will contribute $3,849,500 toward the estimated total project costs of $7,699,000. The other 50% of the project costs will be provided from various sources as indicated in Attachment A.

Record/Monitor

The grant will be administered by Angus Laney, Parks and Recreation Capital Improvements Manager. The Park and Recreation Department has previously received grants from SNP Grant Program.

Background

The requirement for submission of a Board adopted resolution with the grant applications was revealed in a public meeting on June 25, 2009. The grant application was due July 21, 2009. The grant was submitted timely. The grant rules were amended to allow a ratification to be submitted by October 31st, as it was recognized that Miami-Dade County government applicants could not obtain resolutions by the grant due date.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 8(M)(1)(A)

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
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
10-6-09

RESOLUTION NO. _____

RESOLUTION OF MIAMI-DADE COUNTY RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN SUBMITTING GRANT APPLICATIONS TOTALING $3,849,500 TO THE 2009 SAFE NEIGHBORHOOD BONDS GRANT PROGRAM FOR 20 PARK AND RECREATION DEPARTMENT PROJECTS AND FURTHER AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS, AND TO FILE AND EXECUTE CONTRACTS AND AMENDMENTS AS REQUIRED

WHEREAS, the citizens of Miami-Dade County have authorized the issuance of general obligation bonds (the "Bonds) for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

WHEREAS, to implement and give effect to the bond program, Miami-Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

WHEREAS, in order to foster those important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and

WHEREAS, pursuant to the terms of the Ordinance, the passage of this resolution and the acts contemplated by this resolution are conditions to obtaining a grant; and

WHEREAS, the Miami-Dade County Park and Recreation Department wishes to make application for the grant monies for the projects listed below subject to all terms and conditions of the Ordinance,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. Miami-Dade County ratifies the action of the County Mayor or the County Mayor's designee in submitting grant applications for the projects and in the amounts listed in Attachment A, and in connection with such application authorizes the County Mayor or the County Mayor's designee to execute such grant agreements and other contracts and documents, to expend Safe Neighborhood Parks bond funds received for the purposes described in the funding requests, to execute any necessary amendments to the grant applications and contracts, and take such other acts as may be necessary to bind Miami-Dade County and accomplish the intent of this resolution. Applications shall be made with respect to each of the following projects (the "Projects") in the amounts set forth in Attachment A.

Section 2. The Miami-Dade County Park and Recreation Department shall complete each of the Projects in accordance with the terms of the grant agreements, the Ordinance, and the administrative rules authorized by the Citizens' Oversight Committee (the "Committee") to implement the Ordinance. If the total cost of a Project exceeds the value allocated in the grant, then Miami-Dade County will provide any supplemental funds required to complete the Project.

In the event that supplemental funds are necessary for the completion of a Project, as of the point in time that it is known that supplemental funds are needed, Miami-Dade County will demonstrate that such supplemental funds have been committed to the Project prior to and as a condition of disbursement or further disbursement of grant funds. The requirement for Miami-Dade County to provide any supplemental funds required to complete the Project may, at the

sole discretion of the Committee, be modified in whole or in part by a reduction in scope of work consistent with the Ordinance.

Section 3. Miami-Dade County recognizes and directs that any beach, park, or other public facility acquired, developed, rehabilitated or restored with bond funds, including the Projects, shall be open and accessible to the public without discrimination as to race, color, gender, age, religion, belief, residence, natural origin, marital status or disability.

Section 4. To the extent allowed by law, Miami-Dade County shall commit any and all funds which may be required to operate, maintain and provide programming at each park project upon its completion.

Section 5. No substitution in capital project funding by Miami-Dade County shall occur as a result of the grant for which Miami-Dade County is applying.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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.

Monica Rizo

Parks and Recreation Department.
SNP Interest Earnings Grant Requests
ATTACHMENT A

July 19, 2009

CD	PARK	PROJECT TITLE	SCOPE	TOTAL PROJECT COST	SNP REQUEST	MATCH AMOUNT	MATCH SOURCE	Operating Cost Increase	Comments
1	Sierra Park	Playground with shade structure	Demo existing swings and replace for a playground with shade structure	$ 210,000.00	$ 105,000.00	$ 105,000.00	QNIP	No	PENDING APPROVAL FROM CD1 ON MATCHING
		Walkway replacement and extension to complete loop	Remove existing 5' concrete walkway and replace for 8' concrete. Add eastern leg as per master plan	$ 93,800.00	$ 46,900.00	$ 46,900.00	QNIP	No	
		Replace benches	Replace existing benches	$ 10,600.00	$ 5,300.00	$ 5,300.00	QNIP	No	
		Underground electrical conduits along length of walkway	For future lighting along the pathway	$ 14,200.00	$ 7,100.00	$ 7,100.00	QNIP	No	
		Replace irrigation system	Upgrade irrigation system including pump	$ 75,400.00	$ 37,700.00	$ 37,700.00	QNIP	No	
		Fill, regrade and resod park	Fill, regrade and resod park	$ 142,200.00	$ 71,100.00	$ 71,100.00	QNIP	No	
		Total		**$ 546,200.00**	**$ 273,100.00**	**$ 273,100.00**			
	TOTAL CD 1			**$ 546,200.00**	**$ 273,100.00**	**$ 273,100.00**			
2	Little River Park	Playground and walkways	Playground shade , saftay surfacing and walkway connecting to ball fields	$ 200,000.00	$ 100,000.00	$ 100,000.00	CDBG	No	
		Total		**$ 200,000.00**	**$ 100,000.00**	**$ 100,000.00**			
	TOTAL CD 3			**$ 200,000.00**	**$ 100,000.00**	**$ 100,000.00**			
3	Open Space Acquisition for North Shorecrest	Acquisition	Land acquisition (combines North Shorecrest and Military Trail park additions	$ 850,000.00	$ 425,000.00	$ 425,000.00	Impact Fee	Yes	
		Total		**$ 850,000.00**	**$ 425,000.00**	**$ 425,000.00**			
	TOTAL CD 3			**$ 850,000.00**	**$ 425,000.00**	**$ 425,000.00**			
4	Haulover Park	Dog Park	General conditions			$ -	GOB	Yes	FFSET by additonal parking revenu
			Road demolition			$ -	GOB	Yes	FFSET by additonal parking revenu
			Fencing (Interior fence)			$ -	GOB	Yes	FFSET by additonal parking revenu
			Concrete walkway			$ -	GOB	Yes	FFSET by additonal parking revenu
			Amenities			$ -	GOB	Yes	FFSET by additonal parking revenu
			Site furniture			$ -	GOB	Yes	FFSET by additonal parking revenu
			Signs			$ -	GOB	Yes	FFSET by additonal parking revenu
			Water service			$ -	GOB	Yes	FFSET by additonal parking revenu
			Parking lot			$ -	GOB	Yes	FFSET by additonal parking revenu
			Landscaping			$ -	GOB	Yes	FFSET by additonal parking revenu
		Total		**$ 475,400.00**	**$ 237,700.00**	**$ 237,700.00**			
	TOTAL CD 4			**$ 475,400.00**	**$ 237,700.00**	**$ 237,700.00**			

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Parks and Recreation Department.
SNP Interest Earnings Grant Requests
ATTACHMENT A

July 19, 2009

CD	PARK	PROJECT TITLE	SCOPE	TOTAL PROJECT COST	SNP REQUEST	MATCH AMOUNT	MATCH SOURCE	Operating Cost Increase	Comments
6	AD Barnes	Concrete walkway	Perimeter walkway only		$ -	$ -	Impact Fees	No	
		Walkway lighting	Lights for walkways parallel to SW 70th Avenue (from the sotheast corner of park to the pool building parking lot) for patrons to		$ -	$ -	Impact Fees	Yes	Minimal ops impact
	Total			$ 403,400.00	$ 201,700.00	$ 201,700.00			
	TOTAL CD 6			$ 403,400.00	$ 201,700.00	$ 201,700.00			
7	Sunkist Park	Park Development	Access control (chain link fence on expressway/2-rail wood at entrance); Playground; Park sign/interpretive signage; Walkway and site furniture; Native landscaping.	$ 350,000.00	$ 175,000.00	$ 175,000.00	QNIP	Yes	
	Total			$ 350,000.00	$ 175,000.00	$ 175,000.00			
	TOTAL CD 7			$ 350,000.00	$ 175,000.00	$ 175,000.00			
8	Lakes by the Bay Park	Soocerfield & ball fields irrigation and turf, park sign, access control	Irrigation & Turf is incorporated into the design build project that improves the western 22 acres landfill	$ 657,000.00	$ 328,500.00	$ 328,500.00	Impact fees	No	
	Total			$ 657,000.00	$ 328,500.00	$ 328,500.00			
	TOTAL CD 8			$ 657,000.00	$ 328,500.00	$ 328,500.00			
9	Ben Shavis Park	Acquisition	Land acquisition	$ 200,000	$ 100,000.00	$ 100,000.00	CDBG	Yes	
	Total			$ 200,000.00	$ 100,000.00	$ 100,000.00			
	Naranja Park	Playground Replacement	Playground replacement including shade structure	$ 221,000	$ 110,500.00	$ 110,500.00	QNIP	No	
	Total			$ 221,000.00	$ 110,500.00	$ 110,500.00			
	Goulds Park	Irrigation	Entire park irrigation repalcement	$ 472,000	$ 236,000.00	$ 236,000.00	QNIP	No	PENDING APPROVAL FROM CD9 ON MATCHING
	Total			$ 472,000.00	$ 236,000.00	$ 236,000.00			
	TOTAL CD 9			$ 893,000.00	$ 446,500.00	$ 446,500.00			
10	Ruben Dario Park	Shelter	One 36' X 36' shelter	$ 145,600.00	$ 72,800.00	$ 72,800.00	GOB	No	
	Total			$ 145,600.00	$ 72,800.00	$ 72,800.00			
	McMillan Park	Playground replacement	Playground replacement including shade str	$ -	$ -	$ -	*GOB	No	*GOB - Local 10
		New lighted walkways to ball	New lighted walkways to ball fields		$ -	$ -	*GOB	Yes	*GOB - Local 10; Minimal ops i
	Total			$ 383,200.00	$ 191,600.00	$ 191,600.00			
	Blue Lakes Park	Expansion of parking lot	Expansion of parking lot using pervious concrete / drainage structure	$ 281,200.00	$ 140,600.00	$ 140,600.00	QNIP	Yes	Minimal ops impact
	Total			$ 281,200.00	$ 140,600.00	$ 140,600.00			
	TOTAL CD 10			$ 810,000.00	$ 405,000.00	$ 405,000.00			

Parks and Recreation Department.
SNP Interest Earnings Grant Requests
ATTACHMENT A

July 19, 2009

CD	PARK	PROJECT TITLE	SCOPE	TOTAL PROJECT COST	SNP REQUEST	MATCH AMOUNT	MATCH SOURCE	Operating Cost Increase	Comments
11	Millers Pond Park	Shelters	Two 30' X 30' shelter	$ 310,000.00	$ 155,000.00	$ 155,000.00	QNIP	No	PENDING APPROVAL FROM CD9 ON MATCHING
		Total		$ 310,000.00	$ 155,000.00	$ 155,000.00			
	Westwind Lakes Park	Sand volleyball courts	Two sand volleyball courts	$ 90,000.00	$ 45,000.00	$ 45,000.00	QNIP	No	
		Total		$ 90,000.00	$ 45,000.00	$ 45,000.00			
	Lago Mar Park	Playground replacement	Playground replacement including shade str	$ 192,000.00	$ 96,000.00	$ 96,000.00	QNIP	No	PENDING APPROVAL FROM CD9 ON MATCHING
		Total		$ 192,000.00	$ 96,000.00	$ 96,000.00			
	Hammocks Community Park	Playground replacement	Playground replacement including shade structure	$ 192,000.00	$ 96,000.00	$ 96,000.00	QNIP	No	PENDING APPROVAL FROM CD9 ON MATCHING FUNDS
				$ 192,000.00	$ 96,000.00	$ 96,000.00			
	Tamiami Park	Cuban Memorial	Construct Cuban Memorial	$ 400,000.00	$ 200,000.00	$ 200,000.00	CORF	minimal	
		Total		$ 400,000.00	$ 200,000.00	$ 200,000.00			
		TOTAL CD 11		$ 1,184,000.00	$ 592,000.00	$ 592,000.00			
12	Trail Glades Range	100 yard Rifle range renovation	Rifle range renovation	$ 920,000.00	$ 460,000.00	$ 460,000.00	GOB	No	
		Total							
		TOTAL CD 12		$ 920,000.00	$ 460,000.00	$ 460,000.00			
13	Spanish Lake Park	Shelter	Regular 30' X 30' prefab shelter	$ 120,000.00	$ 60,000.00	$ 60,000.00	GOB	No	
		Walkway and parking lot lighting	Lighting existing walkway and parking lot	$ 290,000.00	$ 145,000.00	$ 145,000.00	GOB	Yes	Minimal
		Total		$ 410,000.00	$ 205,000.00	$ 205,000.00			
		TOTAL CD 13		$ 410,000.00	$ 205,000.00	$ 205,000.00			
			GRAND TOTAL	$ 7,699,000.00	$ 3,849,500.00	$ 3,849,500.00			

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RESPONSE TO SAFE NEIGHBORHOOD PARKS BOND PROGAM 2009 FUNDS GRANT APPLICATION

By: MIAMI DADE COUNTY PARK AND RECREATION DEPARTMENT AND THE CUBAN MEMORIAL

Contact: Joyce Denny, Grants Administrator
275 N. W. 2nd Street
Miami, FL 33128
305-755-7878

July 24, 2009

MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 20, 2009

Applicant (Agency Name): Cuban Memorial

Co-Applicant (Agency Name) if applicable: Miami Dade County Park and Recreation Department

Contact Person: Joyce Denny Title: Grants Administrator

E-mail Address: jdenny@miamidade.gov

Mailing Address: 275 N. W. 2nd Street, 5th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7878 Fax: _____

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Cuban Memorial at Tamiami Park

B. Project/Land Address: SW 107 Avenue and Coral Way

C. County Commission District in which project/land is located: District Eleven

D. Brief Grant Description: This memorial will be a 61 foot obelisk with landscaping and lighting at the base. It will educate the public of the history of the Cuban people. It will be erected at Tamiami Park, a Miami Dade County Park. A site plan is enclosed.

E. Indicate total funding request. **(dollar-for-dollar cash match required)**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$
Cash Match Committed (attach proof of match; approved budget page) CORF allocation from MDPR	$200,000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☑

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification		
Willing Seller Determination		
Appraisals		
Acquisition		

Method of Acquisition:_____

Development Stages	Beginning Date	Ending Date
Planning	Completed	
Schematic Designs	Completed	
Construction Drawings	Completed	
Construction	10-2008	7-09

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☑ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: Architect's cost estimate

B. Are additional funds required for this project? Yes ☑ No ☐

If yes, how much? $200,000 match funding source is CORF allocation from MDPR

1) List other anticipated funding sources and amounts anticipated:
Grant and stated match are the only funds anticipated.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
All funding will be combined to build the memorial.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:

The grant match is in place. Only the grant funding is needed. If the grant is not awarded work will be delayed resulting in increased expenses.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☑ No ☐

If yes, who will assume the increased costs?
The Miami Dade County Park and Recreation Department will assume costs of landscaping maintenance and electricity.

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative — Date: 7/21/09

Eddie Carrera
Type or Print Name

Director
Title

Signature of Authorized Co-Applicant Representative — Date: 7/22/09

W. Howard Gregg
Type or Print Name

Deputy Director
Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING		
DESIGN		
PROJECT ADMINISTRATION		
PRE-AGREEMENT SOFT COSTS		
TOTAL SOFT COSTS*		
LAND/BUILDING ACQUISITION		
CONSTRUCTION (list below by element with quantities)		
General conditions and site work ($7,939.91 for permits has already been spent)	64,607.09	16%
Concrete, masonry, wood, plastic, moisture, etc.	134,000	34%
Finishes	50,000	12%
Special Const	10,000	3%
Electrical and lighting	45,000	11%
Contingency	32,700	8%
Overhead	35,970	9%
Profit	19,783	5%
PRE-AGREEMENT CONSTRUCTION COSTS	7,939.91	2%
TOTAL CONSTRUCTION	**400,000**	100%
FIXTURES, FURNITURE and EQUIPMENT (FF&E)		
BUDGET TOTAL	**$400,000**	

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
Permit costs paid within last 12 months	7,939.91

CONSTRUCTION LINE ITEMS	BUDGET
As estimated by Willy Borotto, Architect	

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET

MIAMI-DADE COUNTY

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
orce on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

Park and Recreation
275 NW 2nd Street
Miami, Florida 33128
T 305-755-7800

miamidade.gov

July 20, 2009

To Whom It May Concern:

In connection with the application to SNP for a Discretionary Fund grant for 2009, this letter is to verify that the Miami Dade Park and Recreation Department has allocated $200,000 in Capital Outlay Resource Funds for the Cuban Memorial project to be erected at Tamiami Park.

Sincerely,

W. Howard Gregg
Deputy Director

ATTACHMENT D

RESOLUTION NO. R-100

RESOLUTION OF CUBAN MEMORIAL AUTHORIZING APPLICATION FOR GRANT FROM THE SAFE NEIGHBORHOOD PARKS BOND PROGRAM

WHEREAS, the citizens of Miami Dade County have authorized the issuance of general obligation bonds (the "Bonds) for the purpose of financing capital improvement programs for certain parks, beaches, natural areas and recreation facilities; and

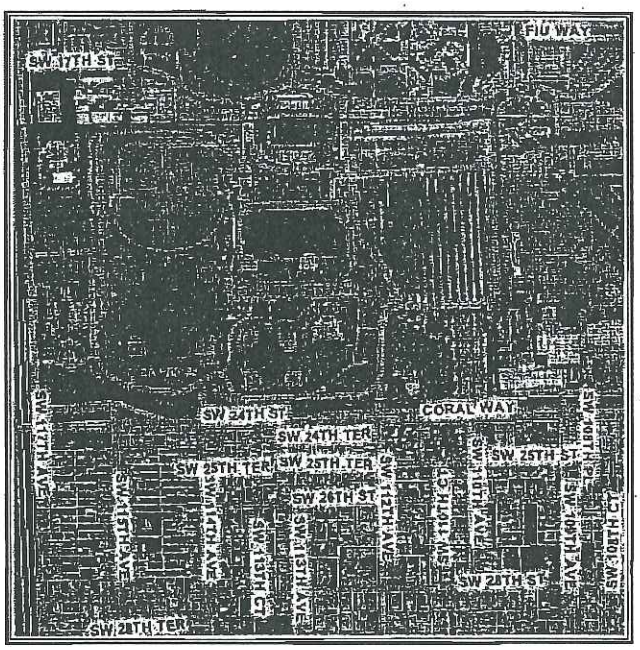
WHEREAS, to implement and give effect to the bond program, Miami Dade County, Florida enacted Ordinance No. 96-115, the Safe Neighborhood Parks Ordinance (the "Ordinance"); and

WHEREAS, it is necessary and desirable to improve the quality of life, to benefit property values, to promote prevention of juvenile crime by providing positive recreation opportunities, and to improve the recreation facilities for youth, adult, and senior citizens in this community through the improvement of our parks and natural areas; and

WHEREAS, in order to foster those important values, the projects more specifically listed below have been identified for reimbursement pursuant to the terms of the Ordinance; and

WHEREAS, pursuant to the terms of the Ordinance, the passage of this resolution and the acts contemplated by this resolution are conditions to obtaining a grant; and

TAMIAMI PARK



Digital Orthophotography - 2007

0 460 ft

Legend

- Property Boundary
- Selected Property
- Street
- Highway
- Miami-Dade County
- Water

N W E S

Property Appraiser Tax Estimator

Summary Details:

Folio No.:	30-4007-000-0020
Property:	11201 CORAL WAY
Mailing Address:	MIAMI-DADE COUNTY PARKS AND RECREATION 275 NW 2 ST 4FL MIAMI FL 33128-1794

Property Information:

Primary Zone:	8900 UNZONED
CLUC:	0047 DADE COUNTY
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	21,810
Lot Size:	167 ACRES
Year Built:	1973
Legal Description:	7 54 40 166.955 AC ALL OF SEC LESS ALL R/WYS & LESS W39.01FT FOR SNAPPER CREEK CANAL & LESS N3090.35FT & LESS BEG 115.04FTN & 55.02FTW OF SE COR OF SEC CONT W2158.71FT N650FT

Sale Information:

Sale O/R:	
Sale Date:	
Sale Amount:	

Assessment Information:

Year:	2008	2007
Land Value:	$7,272,560	$7,272,560
Building Value:	$1,514,421	$1,514,421
Market Value:	$8,786,981	$8,786,981
Assessed Value:	$8,786,981	$8,786,981

Taxable Value Information:

Year:	2008	2007
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	$8,786,981/ $0	$8,786,981/ $0
County:	$8,786,981/ $0	$8,786,981/ $0
School Board:	$8,786,981/ $0	$8,786,981/ $0

Additional Information:

Click here to see more information for this property:
Community Development District
Community Redevelopment Area
Empowerment Zone
Enterprise Zone
Land Use

7/21/2009

MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): A.D. Barnes Park Walkways and Lighting

B. Project/Land Address: 3401 S.W. 72nd Avenue, Miami, Florida 33155

C. County Commission District in which project/land is located: 6

D. Project Description, Objectives and Goals: Construct a new walkway along the perimeter of the park and install energy saving lighting for portions of the existing walkway. Currently, portions of the existing walkway (from the southeastern corner of the park to the pool building, extending around a hill) are not lighted. Recently, public workshops were conducted to update the A.D. Barnes General Plan. This project fulfills two important neighborhood priorities: 1) improve the safety/security of a portion of the existing walkway by lighting and removing vegetative overgrowth; and 2) adding walkways to better connect the park to adjacent neighborhoods, improving recreational opportunities. The following is the priority list for improvements at this park: 1) walkway lighting, 2) concrete walkway.

E. Indicate total funding request. **$ 201,700**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 201,700
Cash Match Committed (attach proof of match; approved budget page)	$ 201,700

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	2/15/2010	3/3/2010
Schematic Designs	3/4/2010	4/27/2010
Construction Drawings	4/28/2010	7/7/2010
Construction	7/8/2010	9/16/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff cost estimate

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $201,700

1) List other anticipated funding sources and amounts anticipated:
Park Improvement Impact Fee funds will be allocated as the cash match for this project.

2) Explain how these other funding source
s will be used to complete or expand the SNP
bond-funded grant or total project:
The project is estimated to cost $403,400. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
Match funding is already allocated for this project.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☒ No ☐

If yes, who will assume the increased costs?
Miami-Dade County Park and Recreation Department

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

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LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$17,100	8.48 %
PROJECT ADMINISTRATION	$17,200	8.52 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$34,300**	**17.00 %**
LAND/BUILDING ACQUISITION	0	0
CONSTRUCTION (list below by element with quantities)		
Concrete walkway along the perimeter of the park	$96,900	48.04 %
Lights to existing walkway	$66,400	32.92 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$163,300**	**80,96 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**$4,100**	**2.04 %**
10 benches	$ 4,100	2.04 %
BUDGET TOTAL	**$201,700**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft

Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
Concrete walkway along the perimeter of the park	$96,900
Lights to existing walkway	$66,400

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
10 benches	$ 4,100

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Ben Shavis Park Acquisition

B. Project/Land Address: 10395 S.W. 179th Street, Miami, FL 33157

C. County Commission District in which project/land is located: 9

D. Project Description, Objectives and Goals: Please see attached pages

E. Indicate total funding request. **$100,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$100,000
Cash Match Committed (attach proof of match; approved budget page)	$100,000

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F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☐

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☒

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	January 15, 2009	February 15, 2009
Willing Seller Determination	February 15, 2009	April 29, 2009
Appraisals	July 15, 2009	September 15, 2009
Acquisition	October 1, 2009	May 15, 2009

Method of Acquisition: Purchase

Development Stages	Beginning Date	Ending Date
Planning	N/A	N/A
Schematic Designs	N/A	N/A
Construction Drawings	N/A	N/A
Construction	N/A	N/A

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: The County Property Appraiser 2008 Assessed Value is $167,738 (.51 acres).

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $100,000

1) List other anticipated funding sources and amounts anticipated:
The cash match for this project has been allocated from the Community Development Block Grant (CDBG) funding.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $200,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☒ No ☐

If yes, who will assume the increased costs?
The minimal incremental operating cost will be assumed by the Miami-Dade County Park and Recreation Department

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING		
DESIGN		
PROJECT ADMINISTRATION		
PRE-AGREEMENT SOFT COSTS		
TOTAL SOFT COSTS*		
LAND/BUILDING ACQUISITION	$100,000	100%
CONSTRUCTION (list below by element with quantities)		
PRE-AGREEMENT CONSTRUCTION COSTS		
TOTAL CONSTRUCTION		
FIXTURES, FURNITURE and EQUIPMENT (FF&E)		
BUDGET TOTAL	$100,000	100%

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
N/A	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
N/A	

CONSTRUCTION LINE ITEMS	BUDGET
N/A	

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
N/A	

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Blue Lakes Park Pervious Parking Lot Expansion

B. Project/Land Address: SW 42nd Terr. / 92nd Ave., Miami, FL 33165

C. County Commission District in which project/land is located: 10

D. Project Description, Objectives and Goals: A 9,000 square foot expansion of the existing parking lot using pervious pavers. As part of the "green initiative" to be environmentally friendly and to remediate flooding, pervious pavers will be used in lieu of asphalt for expansion of the parking lot. The expansion doubles the parking capacity this heavily-used park. This project will provide increased access to the park's recreational amenities (basketball courts, lighted walkways, recreation center, playground, and ball field)..

E. Indicate total funding request. **$ 140,600**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 140,600
Cash Match Committed (attach proof of match; approved budget page)	$ 140,600

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	3/1/2010	3/17/2010
Schematic Designs	3/18/2010	5/11/2010
Construction Drawings	5/12/2010	7/21/2010
Construction	7/22/2010	9/20/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $140,600

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$12,000	8.53 %
PROJECT ADMINISTRATION	$11,900	8.46 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$23,900**	**16.99 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
Flood remediation of existing parking lot and expansion of same using pervious pavers	$116,700	83.01 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$116,700**	**83.01 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$140,600**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
Flood remediation of existing parking lot and expansion of same using pervious pavers	$116,700

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Goulds Park Irrigation

B. Project/Land Address: 11350 S.W. 216th St., Miami, FL 33170

C. County Commission District in which project/land is located: 9

D. Project Description, Objectives and Goals: This project consists of the installation of an automatic irrigation system to replace the existing system for the entire park. This 30 acre park has football fields, open areas, picnicking opportunities, ball fields, multi-purpose courts, a tot lot, and parking. The current irrigation system is an antiquated quick-coupled system that is unreliable and labor intensive to operate and maintain; the new system will reduce operating costs. This active park is used by a local Optimist club. The design has been completed, and the project is ready to bid.

E. Indicate total funding request. **$236,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 236,000
Cash Match Committed (attach proof of match; approved budget page)	$ 236,000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	N/A	N/A
n/a	N/A	N/A
Construction Drawings	N/A	N/A
Construction	12/1/2009	4/30/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff cost estimate

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $236,000

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $472,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	0	0
PROJECT ADMINISTRATION	0	0
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**0**	**0**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
Park irrigation upgrade	$285,000	100 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$285,000**	**100 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$285,000**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
Park irrigation upgrade	$285,000

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM 2009 FUNDS GRANT APPLICATION RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Hammocks Community Park Playground

B. Project/Land Address: 9885 Hammocks Blvd, Miami, FL 3196

C. County Commission District in which project/land is located: 11

D. Project Description, Objectives and Goals: Project consists of replacing the existing 11 year old playground with a new playground that includes a shade structure. This will enhance recreational opportunities for children in a safe and convenient environment. The park is heavily used by an active Optimists Club that operates the adjacent ball fields. The park is also open to an adjacent school.

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E. Indicate total funding request. **$96,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 96,000
Cash Match Committed (attach proof of match; approved budget page)	$ 96,000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	2/25/2010	3/13/2010
Schematic Designs	3/14/2010	5/7/2010
Construction Drawings	5/8/2010	7/17/2010
Construction	7/18/2010	9/26/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $96,000

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $192,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$8,100	8.44 %
PROJECT ADMINISTRATION	$8,200	8.54%
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$16,300**	**16.98 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
New construction to replace existing playground	$79,700	83.02 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$79,700**	**83.02 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$96,000**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
New construction to replace existing playground	$79,700

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Haulover Park Dog Park

B. Project/Land Address: 10801 Collins Avenue, Miami, Florida 33154

C. County Commission District in which project/land is located: 4

D. Project Description, Objectives and Goals: Construction of a 3.31 acre Regional Dog Park, which will consist of road demolition, interior fencing; concrete walkways; amenities; site furniture; signs; water service; parking and landscaping. The residents of the municipalities of Surfside and Bal Harbour are in support of a dog park due to limited open space in the area, and have committed financial and in-kind assistance, respectively. The goal is to provide an off-leash play area for large and small dogs while their owners enjoy the park setting. It provides a safe, convenient place for people to drive or walk their dogs to the park.

E. Indicate total funding request. **$ 237,700**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 237,700
Cash Match Committed (attach proof of match; approved budget page)	$ 237,700

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	1/1/2010	1/21/2010
Schematic Designs	1/22/2010	4/2/2010
Construction Drawings	4/3/2010	7/2/2010
Construction	7/3/2010	10/1/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $237,700

1) List other anticipated funding sources and amounts anticipated:
Building Better Communities General Obligation Bond Fund funds will be allocated as the cash match for this project

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $475,400. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$20,100	8.46 %
PROJECT ADMINISTRATION	$20,200	8.50 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$40,300**	**16.96 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
General conditions	$5,500	2.31 %
Road demolition	$9,000	3.79 %
Fencing (interior chain link fence fence)	$6,400	2.69 %
Concrete walkways	$73,700	31.00 %
Amenities (shade structure, pet comfort station, people/dog water fountain)	$14,900	6.27 %
Rules and information signs	$10,500	4.42 %
Water service to the site	$6,900	2.90 %
Restriping existing parking lot	$10,300	4.33 %
Landscaping	$24,100	10.14 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$161,300**	**67.85 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**$36,100**	**15.19 %**
12 benches, 17 picnic tables, 10 trash cans, dog play equipment, and 1 (one) pooper scooper station	$36,100	15.19 %
BUDGET TOTAL	**$237,700**	**100 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
General conditions	$5,500
Road demolition	$9,000
Fencing (interior chain link fence)	$6,400
Concrete walkways	$73,700
Amenities (shade structure, pet comfort station, people/dog water fountain)	$14,900
Rules and information signs	$10,500
Water service to the site	$6,900
Restripping existing parking lot	$10,300
Landscaping	$24,100

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
12 benches, 17 picnic tables, 10 trash cans, dog play equipment, and 1 (one) pooper scooper station	$36,100

MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM 2009 FUNDS GRANT APPLICATION RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Lago Mar Park Playground Replacement

B. Project/Land Address: SW 162nd Ave. / SW 80th St.., Miami, FL 33193

C. County Commission District in which project/land is located: 11

D. Project Description, Objectives and Goals: Project consists of replacing the existing 13 year old playground with a new shade playground. This will enhance recreational opportunities for children in a safe environment. The playground needs replacing because it is has deteriorated. The park is heavily used because it is surrounded by a densely populated residential neighborhood. Amenities include a lighted , walkway, dog run, open play area, shelters, and picnicking. The new playground will supplement the planned recreation center, parking, and lighted courts.

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E. Indicate total funding request. **$ 96,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 96,000
Cash Match Committed (attach proof of match; approved budget page)	$ 96,000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	1/15/2010	1/25/2010
Schematic Designs	1/26/2010	3/2/2010
Construction Drawings	3/3/2010	4/17/2010
Construction	4/18/2010	6/2/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $96,000

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $192,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$8,100	8.44 %
PROJECT ADMINISTRATION	$8,200	8.54 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$16,300**	**16.98 %**
LAND/BUILDING ACQUISITION		
CONSTRUCTION (list below by element with quantities)		
New construction to replace existing playground	$79,700	83.02 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$79,700**	**83.02 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$96,000**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
New construction to replace existing playground	$79,700

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Lakes By the Bay Park Development

B. Project/Land Address: SW 216th St. / SW 85th Avenue, Miami, FL 33189

C. County Commission District in which project/land is located: 8

D. Project Description, Objectives and Goals: This project consists of providing irrigation and turf for two baseball fields and one soccer field (practice), providing access control, installing a park entrance sign, and adding benches. The park currently does not have these amenities. These added features will aid in the security and safety of the park, improve identification of the park and provide use of its fields by park patrons. The planned improvements include athletic fields, irrigation, and underground utilities for future construction.

E. Indicate total funding request. **$ 328,500**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 328,500
Cash Match Committed (attach proof of match; approved budget page)	$ 328,500

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	02/1/2010	2/11/2010
Schematic Designs	2/12/2010	3/19/2010
Construction Drawings	3/20/2010	5/4/2010
Construction	5/5/2010	6/19/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $328,500

1) List other anticipated funding sources and amounts anticipated:
The cash match for this project will be allocated from Impact Fees.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $657,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☒ No ☐

If yes, who will assume the increased costs?
Miami-Dade County Park and Recreation Department

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$27,900	8.49 %
PROJECT ADMINISTRATION	$27,900	8.49 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$55,800**	**16.98 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
Irrigation and turf for two baseball fields	$124,500	37.90 %
Irrigation and turf for one soccer field (practice)	$124,500	37.90 %
Access control on the south and east sides of the park	$16,600	5.05 %
One park entrance sign	$7,100	2.17 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$272,700**	**83.02 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$328,500**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
Irrigation and turf for two baseball fields	$124,500
Irrigation and turf for one soccer field (practice)	$124,500
Access control on the south and east sides of the park	$16,600
One park entrance sign	$7,100

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET

MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Littler River Park Walkways and Playground Improvements

B. Project/Land Address: 10525 NW 24th Avenue, Miami, Florida 33147

C. County Commission District in which project/land is located: 2

D. Project Description, Objectives and Goals: The Project consists of enhancing the existing playground by providing rubberized safety surface and a new shade structure. Walkways connecting the park entrance to the ball fields are also included as part this scope. The playground was donated by Kaboom! and installed by the community. The accepted donation did not include the safety surfacing and shade structures and these enhancements will upgrade the playground to current County park standards. The walkways will provide safe passage along an accessible route from the parking and recreation center outside of the playing areas to the ball fields.

E. Indicate total funding request. **$ 100,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 100,000
Cash Match Committed (attach proof of match; approved budget page)	$ 100,0000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	1/25/2010	2/18/2010
Schematic Designs	2/19/2010	5/2/2010
Construction Drawings	5/3/2010	8/1/2010
Construction	8/2/2010	10/31/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff cost estimate

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $100,000

1) List other anticipated funding sources and amounts anticipated:
The cash match for this project has been allocated from the Community Development Block Grant Fund (CDBG)

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $200,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☒ No ☐

If yes, who will assume the increased costs?
The minimal incremental operating cost will be assumed by the Miami-Dade County Park and Recreation Department

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	0	0
PROJECT ADMINISTRATION	0	0
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**0**	**0**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
Concrete walkway around the park	$100,00	100.00 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$100,000**	**100.00 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$100,000**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
Design ($25,000)	0

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
Shade structure for existing playground ($27,000)	0
Rubberized surface for existing playground ($48,000)	0

CONSTRUCTION LINE ITEMS	BUDGET
Concrete walkway around the park	$100,000

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
none	

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): McMillan Park Playground and Lighted Walkways

B. Project/Land Address: SW 133rd Ave. / 62nd St., Miami, FL 33183

C. County Commission District in which project/land is located: 10

D. Project Description, Objectives and Goals: Project consists of replacing an existing 13 year old playground with a new shaded playground, and constructing new connecting walkways with security lights. The lighted walkways will provide safe passage from the newly expanded lighted parking lot to the recreation building, ball fields, and playground. This project will enhance access and recreational opportunities.

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E. Indicate total funding request. **$ 191,600**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 191,600
Cash Match Committed (attach proof of match; approved budget page)	$ 191,600

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	02/1/2010	2/11/2010
Schematic Designs	2/12/2010	3/19/2010
Construction Drawings	3/20/2010	5/4/2010
Construction	5/5/2010	6/19/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $191,600

1) List other anticipated funding sources and amounts anticipated:
Building Better Communities General Obligation Bond Fund funds will be allocated as the cash match for this project

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $382,200. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☒ No ☐

If yes, who will assume the increased costs?
Miami-Dade County Park and Recreation Department

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

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LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$15,300	7.98 %
PROJECT ADMINISTRATION	$15,400	8.04 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$30,700**	**16.02 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
New construction to replace existing playground	$79,700	41.60 %
New lighted concrete walkway to ball fields in the MDPR property	$81,200	42.38 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$160,900**	**83.98 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$191,600**	**100.00%**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
New construction replace existing playground	$79,700
New lighted concrete walkway to ball fields in the MDPR property	$81,200

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Millers Pond Park Shelters

B. Project/Land Address: 11350 SW 47th St., Miami, FL 33175

C. County Commission District in which project/land is located: 11

D. Project Description, Objectives and Goals: The project is to construct two 30' x 30' shelters. The goal is to provide picnic shelters with utilities for additional recreational activities along the walkways near the open play areas. A recreation center was recently completed along with additional site furniture next the walkway and a shade structure for the playground. The park also provides lighted soccer fields. The shelter introduces rentable picnic facilities to the park.

E. Indicate total funding request. **$155,000**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$ 155,000
Cash Match Committed (attach proof of match; approved budget page)	$ 155,000

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	1/1/2010	1/19/2010
Schematic Designs	1/20/2010	3/27/2010
Construction Drawings	3/28/2010	6/20/2010
Construction	6/21/2010	9/13/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $155,000

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

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2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $310,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

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LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$13,000	8.39 %
PROJECT ADMINISTRATION	$13,000	8.39 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$26,000**	**16.78 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
Two prefabricated picnic shelters 30' X 30' with standing seam metal roof and utilities	$129,000	83.22 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$129,000**	**83.22 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$155,000**	**83.22 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

BUDGET JUSTIFICATION **ATTACHMENT B**

PRE-AGREEMENT SOFT COSTS	BUDGET
None	

PRE-AGREEMENT CONSTRUCTION LINE ITEMS	BUDGET
None	

CONSTRUCTION LINE ITEMS	BUDGET
Two prefabricated picnic shelters 30' X 30' with standing seam metal roof and utilities	$129,000

FIXTURES, FURNITURE and EQUIPMENT (FF&E)	BUDGET
None	

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MIAMI-DADE COUNTY

citizens' oversight committee safe neighborhood parks

SAFE NEIGHBORHOOD PARKS (SNP) BOND PROGRAM
2009 FUNDS GRANT APPLICATION
RFP Number SNP0809

SECTION I – APPLICANT INFORMATION

Date: July 17th, 2009

Applicant (Agency Name): Miami Dade County Park and Recreation Department

Co-Applicant (Agency Name) if applicable: _____

Contact Person: Mr. Jorge Mora Title: Director, P&R Capital Programs Division

E-mail Address: jmora@maimidade.gov

Mailing Address: Hickman Building, 275 NW 2nd Street, 4th Floor

City: Miami State: FL Zip: 33128

Telephone: 305-755-7809 Fax: 305-961-2786

SECTION II – GRANT REQUEST OVERVIEW

A. Grant Title (Project Name): Naranja Park Playground

B. Project/Land Address: 14150 S.W. 264th Street, Miami, FL 33032

C. County Commission District in which project/land is located: 9

D. Project Description, Objectives and Goals: This project consists of the relocation and replacement of an existing playground with a new shaded playground and adds a connecting walkway. This project supports a funded project and will enhance recreational opportunities for children in a safe and convenient environment. The aquatic center expansion project locates the new wet tot lot to where the existing deteriorated playground is. The new playground will be located in proximity to the recreation center building and will be visible to the park staff.

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E. Indicate total funding request. **$110,500**

Funding	Amount
SNP Grant Request (minimum $10,000 per application)	$110,500
Cash Match Committed (attach proof of match; approved budget page)	$110,500

F. Type of Grant Request (please check only one per application):

1) Discretionary Funding – Park Development, Land Owned ☒

2) Discretionary Funding – Park Development, Land Leased by Applicant ☐
Term of Lease: _____

3) Pre Agreement Land Acquisition Funding - Land Acquisition ☐

G. Project Readiness for Type of Grant Requested in Section F

Land Acquisition Stages	Beginning Date	Ending Date
Property Identification	N/A	N/A
Willing Seller Determination	N/A	N/A
Appraisals	N/A	N/A
Acquisition	N/A	N/A

Method of Acquisition: Park is owned by Miami-Dade County Park and Recreation Department (see attached deed).

Development Stages	Beginning Date	Ending Date
Planning	3/15/2010	3/25/2010
Schematic Designs	3/26/2010	5/2/2010
Construction Drawings	5/3/2010	6/17/2010
Construction	6/18/2010	8/02/2010

H. Can the project be completed within a year after the BCC allocates the funds? (the BCC is expected to allocate the funds in November or December 2009) Yes ☒ No ☐

SECTION III – CONSTRUCTION/OPERATING COMMITMENTS

A. Describe basis or justification for cost estimate: In-house staff Licensed General Contractor.

B. Are additional funds required for this project? Yes ☒ No ☐

If yes, how much? $110,500

1) List other anticipated funding sources and amounts anticipated:
Quality Neighborhood Improvement Bond Program (QNIP) funds will be allocated as the cash match for this project.

2) Explain how these other funding sources will be used to complete or expand the SNP bond-funded grant or total project:
The project is estimated to cost $221,000. All funds will be combined to cover the total project.

3) If any other funding sources fail to materialize, how will that affect the SNP bond-funded grant or total project:
The total project will not move forward.

C. Upon completion, will the work funded by this grant result in increased or new annual maintenance, operation or programming costs? Yes ☐ No ☒

If yes, who will assume the increased costs?

SECTION IV – APPLICANT CERTIFICATION

I hereby certify the information provided in this Safe Neighborhood Parks Bond Program 2009 Funds Grant Application and all attachments are true and correct. I also agree, as a condition of the grant, to execute a Grant Agreement and to comply with all terms and conditions of that Grant Agreement, SNP Bond Ordinance No. 96-115 and SNP Administrative Rules.

I further certify that I am authorized to apply for this grant on behalf of the applicant.

Signature of Authorized Applicant Representative	Date
Jack Kardys Type or Print Name	Director, Park & Recreation Dept. Title
Signature of Authorized Co-Applicant Representative	Date
Type or Print Name	Title

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LINE ITEM BUDGET FORM **ATTACHMENT A**

BUDGET ITEMS	Total SNP Grant Request	% of Expense
PLANNING	0	0
DESIGN	$9,100	8.24 %
PROJECT ADMINISTRATION	$9,100	8.24 %
PRE-AGREEMENT SOFT COSTS	0	0
TOTAL SOFT COSTS*	**$18,200**	**16.48 %**
LAND/BUILDING ACQUISITION	**0**	**0**
CONSTRUCTION (list below by element with quantities)		
New construction to replace and relocate existing playground with connecting concrete walkway	$92,300	83.52 %
PRE-AGREEMENT CONSTRUCTION COSTS	0	0
TOTAL CONSTRUCTION	**$92,300**	**83.52 %**
FIXTURES, FURNITURE and EQUIPMENT (FF&E)	**0**	**0**
BUDGET TOTAL	**$110,500**	**100.00 %**

* The combination of planning, design, project administration and pre-agreement soft Costs cannot exceed 17% of total request.

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Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(5)

From: George M. Burgess
County Manager

Subject: Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees

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Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees, by accepting the attached proposed Article 25, Special Wage Provisions, Paragraphs 2 and 6, and, Article 29, Wages, for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

As reported in the FY 2009-10 Proposed Budget (Vol. 1, Attachment II, page 47), the savings associated with the freeze of merit increases and longevity bonuses and a five percent reduction in salaries equates to $143.6 million across all sources of funds for FY 2009-10; this cost reduction recurs for each applicable year of the contract as it resets the base from which future growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008.

This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction and a freeze on merit increases and longevity bonuses are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses beginning in September 2009 and reducing employees' salaries by five percent in FY 2009-10 is $143.6 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with five additional bargaining units, despite continuing good-faith negotiations. Impasse has been declared with four of them (Transit Workers United Local 291, AFSCME Local 121 – Water and Sewer, and Police Benevolent Association Rank & File and Law Enforcement Supervisory), and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before November. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and

prompted far more public entities reach impasse with labor unions – a situation which stretches thin the state's roster of magistrates.

The final unresolved negotiation is with the International Association of Fire Fighters (IAFF) Local 1403. We have continued good-faith negotiations with IAFF while engaging in concurrent discussions about the possible declaration of impasse. Our most-desired outcome, of course, would be to reach final agreement on a new contract, as we did with GSAF. In absence of that, however, we hope IAFF will join AFSCME Locals 199, 1542 and 3292 in agreeing to waive a hearing before a special magistrate and proceed directly to the Board.

In closing, I want to place these negotiations within the context of the budget development process for the upcoming year. The tax rates adopted by the Board following the public hearing on September 3 impose significant revenue constraints on the FY2009-10 budget, as does the Board's decision to eliminate the increase to Water and Sewer Department fees. One of the ways we have proposed addressing the resulting revenue gap is with a reduction of five percent to all employee wages. Because the Board does not have the option of raising additional revenue using higher tax rates, we believe the County will have little choice but to impose those reductions as discussed in the Proposed Budget.

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 9(A)(5)

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

Veto _____

Override _____

Agenda Item No. 9(A)(5)
10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1542, AVIATION EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 1542, Aviation Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases and longevity bonuses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME

Local 1542 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. Lk

Lee Kraftchick

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Article 25 SPECIAL WAGE PROVISIONS

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2. LONGEVITY BONUS: Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

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6. ENTRANCE PAY RATES: For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be at six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

Article 29 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Third Year 2010 - 2011

Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

Substitute
Agenda Item No.9(A)(5)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees

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This substitute differs from the original in that it adds paragraph 7 of Article 25 and Article 32, Group Health Insurance to the recommendation. The substitute also edits one whereas clause in the accompanying Resolution to list two additional issues for impasse as approved by the Board at the September 17, 2009 Budget Hearing. These are, the flex dollar benefits and the $50 biweekly pay supplement which were also added to the background section of this memorandum. The fiscal impact was revised to include the impact of these changes and Exhibit 1 was also revised to reflect the additional articles.

Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees, by accepting the attached proposed Article 25, Special Wage Provisions, Paragraphs 2, 6, and 7, Article 29, Wages, and Article 32, Group Health Insurance for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 1542, Aviation Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009 plus reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million across all sources of funds for FY 2009-10. This cost reduction ~~recurs~~ annually for each applicable year of the contract as it resets the base from which future salary and benefits growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background:

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008. This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction, a freeze on merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009, in addition to reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the

Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with every remaining bargaining unit, despite continuing good-faith negotiations. Impasse has been declared with each of them and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before December. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and prompted far more public entities reach impasse with labor unions – a situation which stretches thin the state's roster of magistrates.

In closing, I want to place these negotiations within the context of the adopted Budget for the fiscal year just begun. The Budget adopted by the Board following the public hearing on September 17 imposes significant constraints on the ability of the Board to consider alternative options in resolving the issues surrounding the County's labor costs. We believe the County will have little choice but to resolve these issues in any way other than what is recommended.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute Agenda Item No. 9(A)(5)

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

Veto _____

Override _____

Substitute
Agenda Item No. 9(A)(5)
10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1542, AVIATION EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 1542, Aviation Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases, longevity bonuses, >>flex dollar benefits and the $50 biweekly pay supplement,<<[1]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for

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

the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME Local 1542 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. WXL

Lee Kraftchick

Exhibit 1

Article 25 SPECIAL WAGE PROVISIONS

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2. LONGEVITY BONUS: Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

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6. ENTRANCE PAY RATES: For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be at six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

~~7. PAY SUPPLEMENT: Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement.~~

Article 29 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

Third Year 2010 - 2011

Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 32 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

The parties agree that bargaining unit employees will be afforded the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations and procedures pertaining thereto prescribed by the County and the qualified Health Maintenance Organization.

The County's flexible benefits program will remain in effect during the term of this collective bargaining agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

~~1.~~ The County's Group ~~Health~~ Medical Insurance will ~~be~~ include a Point of Service Managed Health Care Group Insurance Plan.

~~2. The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED~~

~~3. The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO with the lowest employer contribution per employee.~~

~~4. The County will provide an annual $1,000 contribution, to the Flexible Benefits Plan paid in biweekly increments, for County to employees eligible for group health insurance or the Flexible Benefits Plan.~~

~~5.~~ All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(6)

From: George M. Burgess
County Manager

Subject: Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees

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Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees, by accepting the attached proposed Article 42, Wages, Article 43, Entrance Pay Rates, and Article 49, Longevity Bonus, for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

As reported in the FY 2009-10 Proposed Budget (Vol. 1, Attachment II, page 47), the savings associated with the freeze of merit increases and longevity bonuses and a five percent reduction in salaries equates to $143.6 million across all sources of funds for FY 2009-10; this cost reduction recurs for each applicable year of the contract as it resets the base from which future growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008.

This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction and a freeze on merit increases and longevity bonuses are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses beginning in September 2009 and reducing employees' salaries by five percent in FY 2009-10 is $143.6 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with five additional bargaining units, despite continuing good-faith negotiations. Impasse has been declared with four of them (Transit Workers United Local 291, AFSCME Local 121 – Water and Sewer, and Police Benevolent Association Rank & File and Law Enforcement Supervisory), and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before November. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and

prompted far more public entities reach impasse with labor unions -- a situation which stretches thin the state's roster of magistrates.

The final unresolved negotiation is with the International Association of Fire Fighters (IAFF) Local 1403. We have continued good-faith negotiations with IAFF while engaging in concurrent discussions about the possible declaration of impasse. Our most-desired outcome, of course, would be to reach final agreement on a new contract, as we did with GSAF. In absence of that, however, we hope IAFF will join AFSCME Locals 199, 1542 and 3292 in agreeing to waive a hearing before a special magistrate and proceed directly to the Board.

In closing, I want to place these negotiations within the context of the budget development process for the upcoming year. The tax rates adopted by the Board following the public hearing on September 3 impose significant revenue constraints on the FY2009-10 budget, as does the Board's decision to eliminate the increase to Water and Sewer Department fees. One of the ways we have proposed addressing the resulting revenue gap is with a reduction of five percent to all employee wages. Because the Board does not have the option of raising additional revenue using higher tax rates, we believe the County will have little choice but to impose those reductions as discussed in the Proposed Budget.

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 9(A)(6)

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**

4

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(6)
10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199, GENERAL EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 199, General Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases and longevity bonuses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for

the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME Local 199 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. GK.

Lee Kraftchick

6

ARTICLE 42 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) wage decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

Third Year 2010 - 2011

Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 43 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

ARTICLE 49 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period of September, 2009, the payment of longevity bonuses shall be suspended.

Memorandum

MIAMI-DADE COUNTY

Date:	October 6, 2009
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees

Substitute
Agenda Item No.9(A)(6)

This substitute differs from the original in that it adds Article 56, Group Health Insurance and Article 73, Special Wage Provisions, to the recommendation. The substitute also edits one whereas clause in the accompanying Resolution to list two additional issues for impasse as approved by the Board at the September 17, 2009 Budget Hearing. These are, the flex dollar benefits and the $50 biweekly pay supplement which were also added to the background section of this memorandum. The fiscal impact was revised to include the impact of these changes and Exhibit 1 was also revised to reflect the additional articles.

Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees, by accepting the attached proposed Article 42, Wages, Article 43, Entrance Pay Rates, Article 49, Longevity Bonus, Article 56, Group Health Insurance, and Article 73, Special Wage Provisions for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009 plus reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million across all sources of funds for FY 2009-10. This cost reduction recurs annually for each applicable year of the contract as it resets the base from which future salary and benefits growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background:

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008. This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction, a freeze on merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009, in addition to reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the

Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with every remaining bargaining unit, despite continuing good-faith negotiations. Impasse has been declared with each of them and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before December. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and prompted far more public entities reach impasse with labor unions – a situation which stretches thin the state's roster of magistrates.

In closing, I want to place these negotiations within the context of the adopted Budget for the fiscal year just begun. The Budget adopted by the Board following the public hearing on September 17 imposes significant constraints on the ability of the Board to consider alternative options in resolving the issues surrounding the County's labor costs. We believe the County will have little choice but to resolve these issues in any way other than what is recommended.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute Agenda Item No. 9(A)(6)

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

Veto _____

Override _____

Substitute
Agenda Item No. 9(A)(6)
10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 199, GENERAL EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 199, General Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases, longevity bonuses, >>flex dollar benefits and the $50 biweekly pay supplement,<<[1]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for

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

the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME Local 199 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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.

Lee Kraftchick

Exhibit 1

ARTICLE 42 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) wage decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

Third Year 2010 - 2011

Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 43 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

ARTICLE 49 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period of September, 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 56 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the qualified Health Maintenance Organization.

The County's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

~~1.~~ The County's Group ~~Health~~ Medical Insurance will ~~be~~ include a Point of Service/Managed Health Care Group Insurance Plan.

~~2. The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.~~

~~3. The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO with the lowest employer contribution per employee.~~

~~4. The County will provide an annual $1,000 contribution, to the Flexible Benefits Plan paid in biweekly increments, for County employees eligible for group health insurance or the Flexible Benefits Plan.~~

~~5.~~ All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

~~ARTICLE 73 - SPECIAL WAGE PROVISIONS~~

~~Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement.~~

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(7)

From: George M. Burgess
County Manager

Subject: Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees

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Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees, by accepting the attached proposed Article 41, Wages, Article 42, Entrance Pay Rates, and Article 44, Longevity Bonus, for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

As reported in the FY 2009-10 Proposed Budget (Vol. 1, Attachment II, page 47), the savings associated with the freeze of merit increases and longevity bonuses and a five percent reduction in salaries equates to $143.6 million across all sources of funds for FY 2009-10; this cost reduction recurs for each applicable year of the contract as it resets the base from which future growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008.

This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction and a freeze on merit increases and longevity bonuses are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses beginning in September 2009 and reducing employees' salaries by five percent in FY 2009-10 is $143.6 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with five additional bargaining units, despite continuing good-faith negotiations. Impasse has been declared with four of them (Transit Workers United Local 291, AFSCME Local 121 – Water and Sewer, and Police Benevolent Association Rank & File and Law Enforcement Supervisory), and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before November. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and

prompted far more public entities reach impasse with labor unions – a situation which stretches thin the state's roster of magistrates.

The final unresolved negotiation is with the International Association of Fire Fighters (IAFF) Local 1403. We have continued good-faith negotiations with IAFF while engaging in concurrent discussions about the possible declaration of impasse. Our most-desired outcome, of course, would be to reach final agreement on a new contract, as we did with GSAF. In absence of that, however, we hope IAFF will join AFSCME Locals 199, 1542 and 3292 in agreeing to waive a hearing before a special magistrate and proceed directly to the Board.

In closing, I want to place these negotiations within the context of the budget development process for the upcoming year. The tax rates adopted by the Board following the public hearing on September 3 impose significant revenue constraints on the FY2009-10 budget, as does the Board's decision to eliminate the increase to Water and Sewer Department fees. One of the ways we have proposed addressing the resulting revenue gap is with a reduction of five percent to all employee wages. Because the Board does not have the option of raising additional revenue using higher tax rates, we believe the County will have little choice but to impose those reductions as discussed in the Proposed Budget.

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 9(A)(7)

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

Veto _____

Override _____

Agenda Item No. 9(A)(7)

10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3292, SOLID WASTE EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 3292, Solid Waste Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases and longevity bonuses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for

the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME Local 3292 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. G.K.

Lee Kraftchick

ARTICLE 41 WAGES

First Year 2008 -2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective September 20, 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

Third Year 2010 - 2011

Effective September 19, 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September, 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September, 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 42 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

ARTICLE 44 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period of September, 2009, the payment of longevity bonuses shall be suspended.

Memorandum

MIAMI-DADE COUNTY

Date:	October 6, 2009
To:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Recommendation for Resolving the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees

Substitute
Agenda Item No.9(A)(7)

This substitute differs from the original in that it adds Article 51, Group Health Insurance and Article 69, Special Wage Provisions, to the recommendation. The substitute also edits one whereas clause in the accompanying Resolution to list two additional issues for impasse as approved by the Board at the September 17, 2009 Budget Hearing. These are, the flex dollar benefits and the $50 biweekly pay supplement which were also added to the background section of this memorandum. The fiscal impact was revised to include the impact of these changes and Exhibit 1 was also revised to reflect the additional articles.

Recommendation

It is recommended that the Board of County Commissioners resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees, by accepting the attached proposed Article 41, Wages, Article 42, Entrance Pay Rates, Article 44, Longevity Bonus, Article 51, Group Health Insurance, and Article 69, Special Wage Provisions for the successor 2008 to 2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 3292, Solid Waste Employees, such Articles attached as Exhibit 1.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009 plus reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million across all sources of funds for FY 2009-10. This cost reduction recurs annually for each applicable year of the contract as it resets the base from which future salary and benefits growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of the County's collective bargaining agreements.

Background;

As you know, we have spent more than a year in good-faith negotiations over collective bargaining agreements with the County's ten bargaining units, replacing contracts that expired September 30, 2008. This government has always demonstrated a sincere appreciation for its employees' excellent work and a heartfelt determination to provide those employees with wages and working conditions that are necessary to maintain healthy and successful communities. Even between friends, however, such negotiations are never easy. In every case, the Board will have final authority to determine the terms and conditions of these labor agreements, as well as the obligation to adhere to the timelines and rules mandated by law.

Three AFSCME bargaining units (Local 199 – General Employees, Local 1542 – Aviation, and Local 3292 – Solid Waste) have agreed in writing to waive a hearing before a special magistrate and go directly to the Board, as authorized by Florida law. The administration has continued good-faith bargaining in an effort to narrow the issues that will come before the Board.

The Administration's recommendation will be similar to those accepted in our successful negotiations with the two units represented by the Government Supervisor Association of Florida (GSAF), OPEIU Local 100, which resulted in new three-year agreements approved by the Board at the Special Meeting of July 23, 2009. For the first fiscal year, The GSAF agreed to accept the same wage adjustments and freezes to merit pay and longevity bonuses that are received by other bargaining units. The GSAF also agreed to a wage increase of one percent effective the last pay period in September 2010, and an increase of two percent effective the last pay period in September 2011. These agreements reflect a change from our previous practice of enacting wage increases in July of each year. This delay to late September will result in considerable savings if applied to all County bargaining units.

A five percent pay reduction, a freeze on merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement are recommended for all County employees effective the last pay period in September 2009. As stated in the cover memorandum to the FY 2009-10 Proposed Budget (page 21), this is an incredibly difficult recommendation but ultimately preferable to additional layoffs and reductions to critical public-safety and community-support services. The savings associated with freezing all merit increases and longevity bonuses and eliminating flex dollar benefits and the $50 biweekly pay supplement beginning in September 2009, in addition to reducing employees' salaries by five percent in FY 2009-10 is approximately $209 million countywide.

The language in the attached impasse articles reflects the need to enact any freeze or suspension of merit increases and longevity bonuses, and eliminating flex dollar benefits and the $50 biweekly pay supplement prior to the end of the first fiscal year of the successor agreement. Under Florida law, if the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board would only apply to the first fiscal year of the agreement. In such event, what takes effect during the first fiscal year of the agreement becomes the status quo for future resolution, whether through negotiation and settlement or through further impasse hearings. While the recommendation is to apply the freeze on merit increases and longevity bonuses for one year, the

Board may choose any period of time that is fair and equitable to all County employees, or may choose to suspend merit increases and/or longevity bonuses for the duration of the agreement.

It is important to note that the County remains unsettled with every remaining bargaining unit, despite continuing good-faith negotiations. Impasse has been declared with each of them and those organizations have not agreed to waive a hearing before a special magistrate. If they adhere to that decision, the special magistrate's recommendation is unlikely to reach the Board before December. Additional delays are always possible; in fact, delays are more likely this year because the economy has created budget challenges across the state and prompted far more public entities reach impasse with labor unions – a situation which stretches thin the state's roster of magistrates.

In closing, I want to place these negotiations within the context of the adopted Budget for the fiscal year just begun. The Budget adopted by the Board following the public hearing on September 17 imposes significant constraints on the ability of the Board to consider alternative options in resolving the issues surrounding the County's labor costs. We believe the County will have little choice but to resolve these issues in any way other than what is recommended.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute Agenda Item No. 9(A)(7)

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

Veto _____

Override _____

Substitute
Agenda Item No. 9(A)(7)
10-6-09

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3292, SOLID WASTE EMPLOYEES

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 3292, Solid Waste Employees, have negotiated for a reasonable period of time on a successor collective bargaining agreement to the agreement that expired September 30, 2008; and

WHEREAS, the parties have reached an impasse in their negotiations; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues; and

WHEREAS, the issues at impasse are wages, merit pay increases, longevity bonuses, >>flex dollar benefits and the $50 biweekly pay supplement,<<[1]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for

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

5

the reasons set forth in the County Mayor's Memorandum. The County Mayor and AFSCME Local 3292 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. If the bargaining unit fails to ratify the agreement, the action taken in this resolution shall take effect as of the date of this resolution and shall be effective for the first fiscal year that was the subject of negotiations (October 1, 2008 to September 30, 2009).

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. WXC

Lee Kraftchick

Exhibit 1

ARTICLE 41 WAGES

First Year 2008 -2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive a five percent (5%) decrease, with pay ranges and steps adjusted downward accordingly.

Second Year 2009 - 2010

Effective September 20, 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

Third Year 2010 - 2011

Effective September 19, 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Effective the beginning of the last pay period in September, 2009, merit increases shall be suspended. Effective the beginning of the last pay period in September, 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 42 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Effective the beginning of the last pay period in September, 2009, progression from any one pay step to the next pay step shall be suspended.

ARTICLE 44 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

The annual longevity bonus payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

Effective the beginning of the last pay period of September, 2009, the payment of longevity bonuses shall be suspended.

ARTICLE 51 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

The parties agree that bargaining unit employees will be afforded the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations and procedures pertaining thereto prescribed by the County and the qualified Health Maintenance Organization.

The County's flexible benefits program will remain in effect during the term of this collective bargaining agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

~~1.~~ The County's Group ~~Health~~ Medical Insurance will ~~be~~ include a Point of Service Managed Health Care Group Insurance Plan.

~~2. The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.~~

~~3. The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO with the lowest employer contribution per employee.~~

~~4. The County will provide an annual $1,000 contribution, to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan.~~

~~5.~~ All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

~~ARTICLE 69 SPECIAL WAGE PROVISIONS~~

~~Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement.~~

MEMORANDUM

Agenda Item No. 11(A)(3)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution to enforce expressway sign ordinance within municipalities

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(3)

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
Veto _____
Override _____

Agenda Item No. 11(A)(3)
10-6-09

RESOLUTION NO. _____

RESOLUTION DIRECTING THE MAYOR OR HIS DESIGNEE AND OFFICE OF THE COUNTY ATTORNEY TO ENFORCE EXPRESSWAY SIGN ORDINANCE WITHIN MUNICIPALITIES

WHEREAS, pursuant to Sections 33-82 and 33-121.11 of the Code of Miami Dade County, Florida, the zoning regulations pertaining to outdoor signs are applicable to both the unincorporated and incorporated areas; and

WHEREAS, pursuant to Section 33-121.12., outdoor signs may not be placed within 600 feet of an expressway (the "protected area"), except in those municipalities that have elected to opt out of that prohibition in accordance with such section,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Mayor or his designee and the Office of the County Attorney are hereby directed to utilize appropriate means to enforce the zoning regulations pertaining to outdoor signs in the protected area adjacent to expressways within municipalities.

The Prime Sponsor of the foregoing resolution is Commissioner Bruno A. Barreiro. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. GHC

Craig H. Coller

MEMORANDUM

Agenda Item No. 11(A)(13)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing the County Mayor to cease the purchase of furniture for a period of one year

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa and Co-Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(13)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **weeks notification to municipal officials required 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**

2

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(13)
10-6-09

RESOLUTION NO. _____

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO CEASE THE PURCHASE OF FURNITURE BY COUNTY DEPARTMENTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ADOPTION OF THIS RESOLUTION

WHEREAS, Miami-Dade County is in the process of adopting a budget in the midst of an economic crisis; and

WHEREAS, the County has spent over 16 million dollars in the purchase of furniture during the first two years of the current contract for furniture purchases (See attached memorandum from the County Manager dated June 25, 2009); and

WHEREAS, this Board desires to reduce County expenditures as much as possible and eliminate the expenditure of unnecessary items,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board directs the County Mayor or County Mayor's designee to cease the purchase of furniture by all County departments for a period of one year from the date of the adoption of this resolution. This resolution shall not authorize the breach of any current County contractual obligations. In the event that the purchase of furniture is necessary to provide an essential government service or a legally mandated service, or in the event that this Board determines that a specific situation may so warrant, this Board may waive the prohibitions of this resolution upon written request of the Mayor.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa and the Co-Sponsor is Commissioner Sally A. Heyman. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. D.F.

Daniel Frastai

Memorandum

MIAMI-DADE COUNTY

Date: June 25, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Report of 2008-2009 Expenditures for Furniture (Office and Non-Office), Contract 1072-1/16

In 2007, the Board of County Commissioners (Board) approved award of Contract 1072-1/16, Furniture (Office and Non-Office), for a term of five years and a total of $131,139,220. Upon approval of the contract, the Board requested an annual report of expenditures for this contract. Attached please find the expenditures for the period of March 1, 2008 through February 28, 2009.

Per the September 24, 2008 memo (attached), during the first year of the contract from March 1, 2007 through February 29, 2008, $10.6 million or approximately 8.1 percent was expended. During the second year of the five-year term, $5,799,132 or approximately 4.4 percent was utilized to complete various projects throughout the County.

Should you have any questions, please do not hesitate to contact me at (305) 375-1880.

Attachments

c: Honorable Carlos Alvarez, Mayor
Denis Morales, Chief of Staff, Office of the Mayor
Alina T. Hudak, Assistant County Manager
Department Directors

Contract 1072-1/16 Expenditures
March 1, 2008 through February 28, 2009

Department	Expenditures
Aviation	$1,179,240
Clerk of Courts	$231,957
Corrections and Rehabilitation	$198,577
Elections	$16,153
Enterprise Technology Services Department	$2,920
Finance	$3,415
Fire Rescue	$360,187
General Services Administration	$1,787,485
Human Services	$150,115
Juvenile Services	$27,981
Library	$963,753
Medical Examiner	$2,033
Administrative Office of the Courts	$33,893
Property Appraiser	$4,411
Police	$63,199
Prop[illegible] Management	[illegible]
Par[illegible]creation	[illegible]
Public Works	$1,063
Seaport	$114,823
Solid Waste	$496
Vizcaya	$4,323
Water and Sewer	$538,369
Total Expenditures:	**$5,799,132**

Memorandum

MIAMI-DADE COUNTY

Date: September 24, 2008

To: Honorable Chairman Bruno A. Barreiro,
and Members Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Report: Furniture (Office and Non-Office), Contract 1072-1/16 Annual Expenditures

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Last year, the Board of County Commissioners (Board) approved award of Contract 1072-1/16, Furniture (Office and Non-Office), for a term of five years and a total contract amount of $131,139,220. Upon approval of the contract, the Board requested an annual report of expenditures for this contract. Attached please find the expenditures for the period of March 1, 2007 through February 29, 2008.

As detailed in the attachment, during the first year of the contract, $10.6 million (approximately 8.1 percent) was utilized to complete various projects countywide. The General Services Administration (GSA), Miami-Dade Aviation Department, and the Clerk of Courts are three of the primary users of this contract. GSA has expended approximately $1.6 million for the completion of projects such as the renovations in the South Dade Justice Center and the Stephen P. Clark Center. Aviation has expended $4,086,538 on this contract, primarily for the purchase of furniture in the South and North Terminals at Miami International Airport. Additionally, the Clerk of Courts has expended approximately $2.3 million for projects including renovations to the Richard E. Gerstein Building and the Miami-Dade County Courthouse.

Should you have any questions, please contact Department of Procurement Management Director Miriam Singer at (305) 375-5502 or me directly at (305) 375-1880.

Attachment

c: Honorable Carlos Alvarez, Mayor
Denis Morales, Chief of Staff, Office of the Mayor
Susanne M. Torriente, Chief Assistant County Manager
Wendi Norris, Director, General Services Administration
Jose Abreu, Director, Aviation Department
Miriam Singer, Director, Department of Procurement Management

Contract 1072-1/16 Expenditures
March 1, 2007 through February 29, 2008

Department	Expenditures
Audit and Management Services	$12,671.92
Aviation	$4,086,538.17
Clerk of Courts	$2,314,051.65
Corrections and Rehabilitation	$73,952.48
Enterprise Technology Services Department	$21,672.44
Finance	$3,660.96
Fire Rescue	$622,280.98
General Services Administration	$1,639,021.15
Housing	$9,589.44
Human Services	$147,104.70
Inspector General	$1,541.92
Juvenile Services	$6,586.29
Library	$662,143.26
Medical Examiner	$4,245.80
Miami-D[illegible]nit	[illegible]
Admi[illegible]ice of the Cou[illegible]	[illegible]
Prop[illegible]aiser	[illegible]
Police	$140,107.19
Park and Recreation	$321,462.91
Seaport	$27,584.30
Solid Waste	$849.00
Vizcaya	$10,067.93
Water and Sewer	$272,930.33
Total Expenditures:	**$10,640,728.77**

Total contract amount - $131,139,220

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Supplement to Agenda Item No. 11(A)13

From: George M. Burgess
County Manager

Subject: Resolution Directing the County Mayor or County Mayor's Designee to Cease the Purchase of Furniture by County Departments for a Period of One Year

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Item 11A2, sponsored by Commissioner Sosa, imposes a one-year moratorium on the purchase of furniture by all County departments. Planned purchases include several library projects (Shenandoah, Miami Springs, Villa Aurora, Miami Beach, South Dade Regional, and Doral) requiring shelving, children's furniture, computer tables, and seating for staff and the public which is not currently available. These purchases are funded through Building Better Community Bond funds (BBC) and Capital Asset Acquisition Special Obligation Bonds Series 2007 (Series 2007). Furnishings will likewise be required for the new Northside Police Station (BBC funding), as well as for a series of Fire Rescue facilities, including Village of Sunny Isles Beach Fire Rescue Station 10, Doral North Fire Rescue Station 69, Homestead Fire Rescue Station 16, and the Training Complex, which are funded through a combination of fire impact fees, Sunshine State Financing, Capital Asset Acquisition Bonds, and Fire Rescue District Bonds. We must also outfit the 300,000 square foot second Overtown Tower for occupancy by current 140 West Flagler tenants and the State's Child Support Enforcement function currently operating out of leased space. This will enable the County to collect approximately $1,874,745 annually in revenue from the State which is currently being paid to a private landlord. This new facility will also house Corrections and Rehabilitation and other County operations currently in private leased space, paying an estimated value of $670,000 annually for rent. The Board authorized the approved budget for the second Overtown Tower, including furniture, fixtures and equipment, via resolution R-1192-06 on October 10, 2006. These purchases are also funded through the Series 2007 bonds.

The furniture currently used in the 140 Building is more than 20 years old and is not compatible with current electrical code. It is uncertain if the necessary replacement parts are available for the retrofit. However, the furniture that is still usable will be stored for use in future reconfigurations at the Stephen P. Clark Center. Title I of the Americans with Disabilities Act requires that the County provide reasonable accommodations to employees upon request, which often includes special seating or desks which are not keep in stock and would require access to the furniture contract. Additionally, the Aviation Department must order counters, podiums, seating, etc. for new gates to be opened as part of the North Terminal Development and renovations to Concourse E, Satellite E and Concourse H. Those projects are funded through a combination of Special Revenue Bonds; Florida Department of Transportation (FDOT), Transportation Safety Administration (TSA) and Federal Aviation Administration (FAA) funding; tenant financing; and passenger facility charges.

While I understand the Board's desire to reduce expenditures, the above mentioned purchases are necessary to meet operational needs. To the extent possible, furniture is re-used; however, this re-use often requires the purchase of replacement parts which would not be possible under the proposed moratorium. A complete furniture moratorium would also prevent us from replacing furniture that breaks beyond repair due to normal wear and tear. It is important to note that only one percent of the projected expenditures is budgeted in our tax supported operations. Nearly all of the purchases are funded through bond proceeds or other restricted funds which cannot be used for operating expenses.

MEMORANDUM

Agenda Item No. 11(A)(16)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving the allocation of FY 2009-2010 District Discretionary Reserve Funds of District 11 and allocation of FY 2009-2010 District 11 Office Budget Funds

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(16)

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
Veto _____
Override _____

Agenda Item No. 11(A)(16)
10-6-09

RESOLUTION NO. _____

RESOLUTION APPROVING THE ALLOCATION OF FY 2009-2010 DISTRICT DISCRETIONARY RESERVE FUNDS OF DISTRICT 11 AND ALLOCATION OF FY 2009-2010 DISTRICT 11 OFFICE BUDGET FUNDS

WHEREAS, this Board desires to make the following allocations from the District Discretionary Reserve Funds of County Commission District 11 in accordance with the criteria for allocating such funds, see attached;

Black Affairs Advisory Board – Pillars Award Scholarship	$500.00
Hispanic Affairs Advisory Board – Hispanic Art Expressions Exhibits	$300.00

WHEREAS, this Board desires to make the following allocations of FY 2009-2010 District 11 Office Budget Funds to the Christian Family Coalition – 2009 Family, Faith & Freedom Breakfast Table in the amount of $500.00,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the allocation of FY 2009-2010 District Discretionary Reserve Funds of County Commission District 11 as follows:

Black Affairs Advisory Board – Pillars Award Scholarship	$500.00
Hispanic Affairs Advisory Board – Hispanic Art Expressions Exhibits	$300.00

Section 2. This Board desires to make the following allocations of FY 2009-2010 District 11 Office Budget Funds to the Christian Family Coalition – 2009 Family, Faith & Freedom Breakfast Table in the amount of $500.00.

The Prime Sponsor of the foregoing resolution is Commissioner Joe A. Martinez. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. GKS

Gerald K. Sanchez

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

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

From: Vivian Gonzalez-Cao, Business Analyst
Office of Strategic Business Management

Subject: Discretionary Reserve Funds – Commission District 11

In response to your request, based on the September 16, 2004 memorandum, these allocations are consistent with the policy set forth by the Board of County Commissioners.

Should you need any other information, please do not hesitate to contact me.

c: Jennifer Glazer-Moon, Director, Office of Strategic Business Management

ATTACHMENT G

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2004

To: George M. Burgess
County Manager

From: Jennifer Glazer-Moon, Director Designate
Office of Strategic Business Management

Subject: CBO Allocation Process

As part of the FY 2004-05 Resource Allocation process, the Office of Strategic Business Management (OSBM) has reviewed the overall Community-based Organization (CBO) allocation process for the District Discretionary Reserve, Commission Office Funds, and the In-kind Reserve. In an effort to simplify these processes while ensuring comprehensive information for adequate review of requests, OSBM staff has developed the following alternative processes.

District Discretionary Reserve and Commission Office Funds Allocation Process

The FY 2004-05 Proposed Budget includes funding in the amount of $300,000 per district to continue the Commission District Discretionary Reserve. During this past year Commissioners, their staffs, and CBOs that have received allocations from one of the sources listed above have expressed frustration when attempting to comply with the administrative aspect of the allocation process. In order to simplify the process not only for the CBOs but also for departmental staff, we have developed simplified application processes that will aid in gathering the relevant information needed for an informed decision regarding allocations and expedited payments once allocations are made.

A one-page application agreement has been developed (attached). An organization requesting funding from either the District Discretionary Reserve or a Commissioner's Office funds will be required to submit a signed application agreement along with a completed W-9 form to Commission staff at the time of the allocation request. At the discretion of the Commissioner, these applications may be accepted on an annual, quarterly, or ongoing basis. Commission staff or a separate review committee will review the application agreement requests and present the respective Commissioner with a recommendation. Once the recommendation has been approved by the Commissioner and by the full Board via motion or resolution, the signed application agreement will be forwarded to the Office of Strategic Business Management to ensure the application agreement and completed W-9 form are processed and checks are issued in a timely manner.

By signing the application agreement, the applicant agrees that any funding allocated will be used for the services or activities indicated in the application. Also, the applicant agrees that use of the funding will be subject to random annual audits. This process also incorporates the ability, notwithstanding any provision of the County Code, resolution or administrative order to the contrary, for staff to waive affidavits of compliance with various polices or requirements applicable to not-for-profit entities receiving County funding or contracting or transacting business with the County.

This new process will not only reduce the burden on departmental staff, but will also ensure prompt payment to the recipient organization(s).

In-Kind Reserve Process

The FY 2004-05 Proposed Budget continues funding for an in-kind services reserve in the amount of $500,000 to reimburse general fund departments for in-kind services provided on a two-thirds basis. The Board of County Commissioners (BCC) has expressed its desire to have staff provide a recommendation regarding approval of requests for in-kind services for events in Miami-Dade County in need of funding support. In an effort to provide the BCC with an adequate funding recommendation, I recommend the following changes to the Countywide and District-Specific In-kind Reserve process.

- **Application Review:** In addition to providing information regarding the services requested, each applicant will be required to submit a budget detailing all revenues and expenditures for the specific event for which in-kind support is requested. The Communications Department will be responsible for working with the appropriate County departments to ensure that adequate services are provided for the type of event planned. Once this process has been completed and accurate in-kind support projections are calculated, the review committee will carefully review each application and provide a recommendation, based on the information provided by the organization and taking into account other support that may have already been authorized by the County.

- **Recommendation:** OSBM staff will continue to provide historical funding information about the organization and/or event. Recommendations regarding the approval of the request will be communicated to the sponsoring Commissioner prior to the placement of a resolution on an agenda.

- **Reporting:** OSBM staff will continue to be responsible for providing a monthly report detailing all funding recommendations and in-kind services reserve fund balances.

These alternative processes have been designed to ensure that organizations participating in any of the above-mentioned allocation processes have the ability to engage County services at the most efficient and effective level possible.

cmo17004

Application for Allocation of
Community-based Organization (CBO) Discretionary Reserve and Office Funds

(Application must include completed W-9 Form attached)

Date _____ Commission District _____ Organization Federal Tax ID # _____

Legal Name of Recipient Organization or Name of County Department _____

Program to be funded/reason for funding support _____

Address (as listed on corporate papers) _____ City _____ Zip Code _____

Amount Requested $_____

Organization Information:

Contact Person(s): _____

Telephone Number(s): _____ Fax Number: _____

e-mail address (if available): _____

Event Date or Date work is scheduled for completion: _____

By the acceptance of these Discretionary Reserve/Office Funds, the recipient organization agrees to provide the services described on this allocation application form. The recipient organization states that it has read the conditions and terms on the back of this form and agrees to comply with these.

Attest: _____
Recipient Organization Secretary

By: _____ _____ _____
Signature of President or Vice President — Type or Print Name — Date

Attest: _____ (ORGANIZATION SEAL)
Recipient Organization

Amount Allocated $_____ at the _____ BCC Meeting

_____ _____
Commissioner's Signature and Approval — Date Approved

Attest: Harvey Ruvin, Clerk **Miami-Dade County, Florida**

By: _____
Deputy Clerk

Circle One: Hold Check for pick-up Mail Check to Organization

Special Instructions: _____

For Finance Department Use

Date Received by Finance: _____ Check No. Issued: _____ Date Issued: _____

All checks are to be picked up by an OSBM Budget Analyst (305) 375-5143

Revised 03/11/08

Terms and Conditions

Breach of Agreement: A breach by the Organization shall have occurred under this Agreement if: the Organization fails to fulfill in a timely or proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. If the Organization breaches this Agreement, the County may pursue any or all of its legal remedies. The County Manager is authorized to terminate this Agreement on behalf of the County.

Civil Rights: The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq.; and the Domestic Violence Leave Ordinance, codified as § 11A-60 et. seq. of the Miami-Dade County Code.

Payment Procedures: The County agrees to pay the Organization for the services described in this agreement. The Organization shall keep on file all invoices and payment documentation associated with this agreement for a period of no less than three (3) years from the date of acceptance of this agreement.

Prohibited Use of Funds: The Organization shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Organization shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agent, instrumentalities, employees, or officials.

Records, Reports, and Audits:

A. Supporting Documentation. The Organization shall submit proof of active corporate status by providing, as part of this agreement, a completed W-9 form.

B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Organization is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Organization shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub consultants or assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Organization or any third party.

Pursuant to Miami-Dade County Budget Ordinance #04-166 through #04-171, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities allocated County monies shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

MEMORANDUM Agenda Item No. 11(A)(18)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Resolution urging the Florida Legislature to extend the statutory deadline from 2012 to 2016 for requiring Florida counties to convert the existing Americans with Disabilities Act touch screen voting equipment to paper ballots for voters with disabilities

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Carlos A. Gimenez.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

RESO\2078

/

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(18)

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
Veto _____
Override _____

Agenda Item No. 11(A)(18)
10-6-09

RESOLUTION NO. _____

RESOLUTION URGING THE FLORIDA LEGISLATURE TO EXTEND THE STATUTORY DEADLINE FROM 2012 TO 2016 FOR REQUIRING FLORIDA COUNTIES TO CONVERT THE EXISTING AMERICANS WITH DISABILITIES ACT TOUCH SCREEN VOTING EQUIPMENT TO PAPER BALLOTS FOR VOTERS WITH DISABILITIES

WHEREAS, in 2007, the Florida Legislature voted to make Florida a "paper ballot" state by passing HB 537, Chapter 2007-30, Laws of Florida; and

WHEREAS, a component of the 2007 legislation also required a conversion by 2012 of the existing Americans with Disabilities Act (ADA) voting equipment, which are touch screens, to a "paper ballot" system for voters with disabilities; and

WHEREAS, currently, there is only one certified paper-based system that meets ADA requirements, which is the AutoMark; and

WHEREAS, the Florida State Association of Supervisors of Elections (FSASE) had anticipated that additional ADA voting systems would have been developed and certified by the state by the 2012 deadline, but such certification has not yet occurred; and

WHEREAS, the FSASE is urging the Florida Legislature to extend the deadline from 2012 to 2016 for counties to convert ADA voting equipment, and has prepared a position paper in support thereof, a copy of which is attached and incorporated by reference; and

WHEREAS, during the November 4, 2008 Presidential Election, only 1,842 of the 872,260 voters in Miami-Dade County who cast a ballot chose to use touch screen equipment; and

WHEREAS, given the current economic downturn and the estimated $7 million to convert this equipment, extending the statutory deadline would be appropriate; and

WHEREAS, the County also still has a $10 million outstanding debt associated with the touch screen system, which were bought in 2001, which is in addition to the $13 million in new debt that the County incurred for the mandatory optical scan voting system, which were bought in 2007; and

WHEREAS, while the County currently has voting equipment available for use by voters with disabilities through the touch screen and regular optical scan ballots, the state has not been able to introduce new vendors with new ADA voting systems in order to allow Supervisors of Elections to comply with the 2012 deadline for new equipment for voters with disabilities; and

WHEREAS, a number of organizations that represent the disabled community have indicated that they don't have an objection to staying with the existing system at the current time until other equipment options are developed; and

WHEREAS, given the choice between continuing to use touch screens or converting to the AutoMark, the FSASE, along with other groups, including the Florida Association of Counties, Palm Beach County, Family Network on Disabilities of Florida and disability Solutions for Independent Living, Inc. all prefer to stay with the current system as opposed to spending scarce tax dollars on new equipment at this time,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Urges the Florida Legislature to extend the statutory deadline from 2012 to 2016 for Florida counties to convert from the existing ADA touch screen voting equipment to paper ballots for voters with disabilities.

Section 2. Directs the Clerk of the Board to transmit a certified copy of this resolution to the Governor, Senate President, House Speaker, Chair of the Senate Committee on Ethics and Elections, Chair of the House Governmental Affairs Policy Committee and Chair and Members of the Miami- Dade County State Legislative Delegation.

Section 3. Directs the County's state lobbyists to advocate for the passage of the legislation set forth in Section 1 above, and authorizes and directs that the 2010 State Legislative Package be amended to include this item.

The Prime Sponsor of the foregoing resolution is Commissioner Carlos A. Gimenez. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. JMM

Jess M. McCarty

5

Position Paper on Why We Want the Extension to 2016

In 2007 the Florida Legislature, at the request of Governor Charlie Crist and Secretary of State Kurt Browning, voted to make Florida a "paper ballot" state. For thirteen counties in Florida, this 2007 legislation resulted in the second voting system purchase since 2001 (punch cards to touch screens and then to optical scan). Part of the legislation (F.S. 101.56075) required the conversion of the ADA voting equipment to a "paper ballot" based system by 2012. The hope was that by 2012 additional ADA voting systems would be developed and certified in the state.

The Federal 2002 Help America Vote Act (HAVA) required all counties to purchase a voting system for each voting location that would be accessible to persons with any disability. The majority of the counties purchased touch screens with audio ballots. At the time, touch screens were the only certified accessible voting system in the state. Currently, there is only one certified optical scan (paper) system that meets this requirement - the AutoMark. Today sixty-three (63) counties use touch screens and four (4) counties use the AutoMark.

The Florida State Association of Supervisors of Elections has conducted a survey of the counties required to make the voting system change by 2012. The estimated cost will be nearly $35 million dollars. This does not include existing debt that many counties have incurred from the 2001 and 2007 voting equipment changes. The Association has been working with the disability community on accessible voting equipment since the enactment of HAVA, voter education on the accessible voting systems used on Election Day, and with concerns associated with the 2012 requirement. The disability community is disappointed that development of new technology, especially to encompass all types of disabilities, has not occurred since this legislation passed and that the AutoMark is currently the only "paper based" option available to election officials. Given the choice between continuing to use the touch screens or convert statewide to the AutoMark, the preference is to stay with the current systems in the counties and focus on encouraging voting system vendors and the Department of State to focus on development of a system that would serve persons with any type of disability during the voting process, especially with absentee ballots.

The following believe that due to the economic pressures on Boards of County Commissioners around the state; the operational impact to Supervisors of Elections budgets; the fact that new technology has not developed to allow any person with any disability to vote independently; that an extension of this requirement be delayed from 2012 until 2016.

Florida State Association of Supervisors of Elections
Association Legislative position since 2008

Florida Association of Counties
Included in the 2009 FAC Policy Statement

Family Network on Disabilities of Florida
Richard La Belle, Executive Director and member of the State HAVA Plan Committee

disAbility Solutions for Independent Living, Inc.
Julie Shaw, Executive Director and former Executive ADA Administrator, Governor's Working Group on the ADA

Updated 9/17/09

FLORIDA VOTERS
COALITION
SECURING FAIR & ACCURATE ELECTIONS

Regarding:

Miami-Dade Board of County Commissioners Agenda
OFFICIAL Version Tuesday, October 06, 2009

11A18 092640 Resolution Carlos A. Gimenez, Prime Sponsor PDF
RESOLUTION URGING THE FLORIDA LEGISLATURE TO EXTEND THE STATUTORY DEADLINE FROM 2012 TO 2016 FOR REQUIRING FLORIDA COUNTIES TO CONVERT THE EXISTING AMERICANS WITH DISABILITIES ACT TOUCH SCREEN VOTING EQUIPMENT TO PAPER BALLOTS FOR VOTERS WITH DISABILITIES

Please Vote No on this resolution

- **Supporters argue $$ Money $$ - Valid concern, but**
  - DoS is holding sufficient federal HAVA money already earmarked for this. Lobby the Legislature to tell DoS to release it.
  - Federal bill HR 2894/S 1431 would provide more new federal money specifically for this – available immediately. Lobby for passage of HR 2894/S1431.

Please Vote No on this resolution

- **Supporters argue that innovation is just around the corner**
  - Probably not. The incentive for vendors to innovate has been going down – not up - leaving disabled voters second class citizens longer.
  - Less likely now that #1 vendor ES&S is buying #2 vendor Diebold consolidating 70% of the US market and 65 of 67 Florida counties. Lobby for State and federal antitrust investigations instead.

Please Vote No on this resolution

- **Supporters will argue that AutoMARK may be okay for blind voters but not for motor-impaired voters**
  - Not true. AutoMARK has a wide variety of user interface devices available today to serve a wide variety of disabilities.
  - In future, AutoMARK can be easily retro-fitted should federal legislation pass requiring automatic ballot deposit.

Please Vote No on this resolution

- **Did we mention FAIRNESS? Disgraced touchscreens were originally brought in on the backs of persons with disabilities. Ironically, they are now the only ones left voting on them. Don't deny them security and parity for an additional 4 years.**

Contact
Dan McCrea, President
305-984-2900
dan@floridavoters.org

FLORIDAVOTERS.ORG

Florida Voters Coalition
6200 SW 63rd Court
South Miami, Florida 33143
info@floridavoters.org

Exhibit
10-6-09 Item 11A18

FLORIDA VOTERS
COALITION
SECURING FAIR & ACCURATE ELECTIONS

SUPPLEMENT Regarding:

Miami-Dade Board of County Commissioners Agenda
OFFICIAL Version Tuesday, October 06, 2009

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RESOLUTION URGING THE FLORIDA LEGISLATURE TO EXTEND THE STATUTORY DEADLINE FROM 2012 TO 2016 FOR REQUIRING FLORIDA COUNTIES TO CONVERT THE EXISTING AMERICANS WITH DISABILITIES ACT TOUCH SCREEN VOTING EQUIPMENT TO PAPER BALLOTS FOR VOTERS WITH DISABILITIES

Please Vote No on this resolution

- **The numbers you're provided are inflated**
  - M-D has 534 polling places + 20 EV sites = 554 machines + 83 back-up machines (15%) = 637 – SAY 650 machines
  - 650 machines @ $5,500 = **$3,575,000** ... Not $7,000,000 as shown

Please Vote No on this resolution

- **The numbers you're provided are conflated**
  - This has nothing to do with $10M in outstanding debt from previous purchases or $13M cited to purchase optical scan equipment. Those are separate issues. This is a new issue for M-D to consider.

Please Vote No on this resolution

- **AutoMARK is used successfully in 4 large Florida counties – Hillsborough, Pinellas, Duval and Sarasota with a total of about twice the number of registered voters as Miami-Dade County.**
- **AutoMark is used successfully in approximately 1,500 counties nationwide**

Contact
Dan McCrea, President
305-984-2900
dan@floridavoters.org

Florida Voters Coalition
6200 SW 63rd Court
South Miami, Florida 33143
info@floridavoters.org

MEMORANDUM Agenda Item No. 11(A)(19)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Resolution approving the allocation of FY 2009-2010 District 2 Discretionary Reserve Funds, the allocation of District 2 Office Funds, and rescinding prior allocations of District 2 Discretionary Reserve Funds and Office Funds

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dorrin D. Rolle.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(19)

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

Veto _____

Override _____

Agenda Item No. 11(A)(19)

10-6-09

RESOLUTION NO. _____

RESOLUTION APPROVING THE ALLOCATION OF FY 2009-2010 DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS

WHEREAS, this Board desires to make the following allocations from the District Discretionary Reserve Funds of County Commission District 2 in accordance with the criteria for allocating such funds, see attached,

District 2 Book Bag Give Away $1,395.00; and

WHEREAS, this Board desires to make the following allocation from the FY 2009-2010 District 2 Office Funds:

Professional Engraving & Trophy, Inc. $420.00; and

WHEREAS, this Board desires to rescind the allocation of $1,500.00 made to Catherine Wall on April 21, 2009 from District 2 Office Funds, and to re-allocate said funds to The Fire Fighters Charities; and

WHEREAS, this Board desires to rescind the following allocations made from the District 2 Discretionary Reserve funds as follows:

November 15, 2005
St. James Social and Economic Development $ 3,500.00

December 6, 2005
Miami Symphony Orchestra $10,000.00

December 20, 2005
Victim Services, Inc $1,000.00

March 23, 2006 Allocation made to Police Athletic League – N. Miami	$5,000.00
May 9, 2006 Lenora Braynon Elementary School	$ 500.00
June 6, 2006 New St. Mary's Baptist Church	$ 500.00
December 19, 2006 D-Facto Music Publishing, Inc.	$2,000.00
January 9, 2007 Univision Radio	$ 500.00
June 5, 2007 Cooperative Charter School	$5,000.00
July 26, 2007 Albert Leroy Moss Foundation, Inc.	$3,000.00
December 6, 2007 Haitian American Professional	$1,250.00
February 21, 2008 The City of Miami Parks and Recreation	$ 340.00
April 8, 2008 Delta Education, Health and Cultural Initiative for Dr. Betty Shabazz Delta Academy	$1,000.00
April 8, 2008 Florida Agricultural and Mechanical University	$1,000.00
September 16, 2008 District 2 Annual Jazz in the Park	$ 600.00
September 16, 2008 District 2 Annual Toy Give Away	$ 190.00
September 16, 2008 District 2 Jazz in the Park	$ 400.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the following allocation from the FY 2009-2010 District 2 Discretionary Reserve Funds:

District 2 Book Bag Give Away $1,395.00; and

Section 2. Approves the allocation of FY 2009-2010 District 2 Office County Services Funds:

Professional Engraving & Trophy, Inc. $420.00; and

Section 3. Rescinds the allocation of $1,500 made to Catherine Wall on April 21, 2009 from the District 2 Office Funds and re-allocates said funds to The Fire Fighters Charities.

Section 5. Rescinds the following allocations made from the District 2 Discretionary Reserve funds:

November 15, 2005
St. James Social and Economic Development $ 3,500.00

December 6, 2005
Miami Symphony Orchestra $10,000.00

December 20, 2005
Victim Services, Inc $1,000.00

March 23, 2006 Allocation made to Police Athletic League – N. Miami	$5,000.00
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September 16, 2008 District 2 Annual Jazz in the Park	$ 600.00
September 16, 2008 District 2 Annual Toy Give Away	$ 190.00
September 16, 2008 District 2 Jazz in the Park	$ 400.00

The Prime Sponsor of the foregoing resolution is Commissioner Dorrin D. Rolle. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. GKS

Gerald K. Sanchez

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

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

From: Vivian Gonzalez-Cao, Business Analyst
Office of Strategic Business Management

Subject: Discretionary Reserve Funds – Commission District 2

In response to your request, based on the September 16, 2004 memorandum, these allocations are consistent with the policy set forth by the Board of County Commissioners.

Should you need any other information, please do not hesitate to contact me.

c: Jennifer Glazer-Moon, Director, Office of Strategic Business Management

ATTACHMENT G

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2004

To: George M. Burgess
County Manager

From: Jennifer Glazer-Moon, Director Designate
Office of Strategic Business Management

Subject: CBO Allocation Process

As part of the FY 2004-05 Resource Allocation process, the Office of Strategic Business Management (OSBM) has reviewed the overall Community-based Organization (CBO) allocation process for the District Discretionary Reserve, Commission Office Funds, and the In-kind Reserve. In an effort to simplify these processes while ensuring comprehensive information for adequate review of requests, OSBM staff has developed the following alternative processes.

District Discretionary Reserve and Commission Office Funds Allocation Process

The FY 2004-05 Proposed Budget includes funding in the amount of $300,000 per district to continue the Commission District Discretionary Reserve. During this past year Commissioners, their staffs, and CBOs that have received allocations from one of the sources listed above have expressed frustration when attempting to comply with the administrative aspect of the allocation process. In order to simplify the process not only for the CBOs but also for departmental staff, we have developed simplified application processes that will aid in gathering the relevant information needed for an informed decision regarding allocations and expedited payments once allocations are made.

A one-page application agreement has been developed (attached). An organization requesting funding from either the District Discretionary Reserve or a Commissioner's Office funds will be required to submit a signed application agreement along with a completed W-9 form to Commission staff at the time of the allocation request. At the discretion of the Commissioner, these applications may be accepted on an annual, quarterly, or ongoing basis. Commission staff or a separate review committee will review the application agreement requests and present the respective Commissioner with a recommendation. Once the recommendation has been approved by the Commissioner and by the full Board via motion or resolution, the signed application agreement will be forwarded to the Office of Strategic Business Management to ensure the application agreement and completed W-9 form are processed and checks are issued in a timely manner.

By signing the application agreement, the applicant agrees that any funding allocated will be used for the services or activities indicated in the application. Also, the applicant agrees that use of the funding will be subject to random annual audits. This process also incorporates the ability, notwithstanding any provision of the County Code, resolution or administrative order to the contrary, for staff to waive affidavits of compliance with various polices or requirements applicable to not-for-profit entities receiving County funding or contracting or transacting business with the County.

This new process will not only reduce the burden on departmental staff, but will also ensure prompt payment to the recipient organization(s).

In-Kind Reserve Process

The FY 2004-05 Proposed Budget continues funding for an in-kind services reserve in the amount of $500,000 to reimburse general fund departments for in-kind services provided on a two-thirds basis. The Board of County Commissioners (BCC) has expressed its desire to have staff provide a recommendation regarding approval of requests for in-kind services for events in Miami-Dade County in need of funding support. In an effort to provide the BCC with an adequate funding recommendation, I recommend the following changes to the Countywide and District-Specific In-kind Reserve process.

- **Application Review:** In addition to providing information regarding the services requested, each applicant will be required to submit a budget detailing all revenues and expenditures for the specific event for which in-kind support is requested. The Communications Department will be responsible for working with the appropriate County departments to ensure that adequate services are provided for the type of event planned. Once this process has been completed and accurate in-kind support projections are calculated, the review committee will carefully review each application and provide a recommendation, based on the information provided by the organization and taking into account other support that may have already been authorized by the County.

- **Recommendation:** OSBM staff will continue to provide historical funding information about the organization and/or event. Recommendations regarding the approval of the request will be communicated to the sponsoring Commissioner prior to the placement of a resolution on an agenda.

- **Reporting:** OSBM staff will continue to be responsible for providing a monthly report detailing all funding recommendations and in-kind services reserve fund balances.

These alternative processes have been designed to ensure that organizations participating in any of the above-mentioned allocation processes have the ability to engage County services at the most efficient and effective level possible.

cmo17004

Application for Allocation of
Community-based Organization (CBO) Discretionary Reserve and Office Funds

(Application must include completed W-9 Form attached)

Date _____ Commission District _____ Organization Federal Tax ID # _____

Legal Name of Recipient Organization or Name of County Department _____

Program to be funded/reason for funding support _____

Address (**as listed on corporate papers**) _____ City _____ Zip Code _____

Amount Requested $_____

Organization Information:

Contact Person(s): _____

Telephone Number(s): _____ Fax Number: _____

e-mail address (if available): _____

Event Date or Date work is scheduled for completion: _____

By the acceptance of these Discretionary Reserve/Office Funds, the recipient organization agrees to provide the services described on this allocation application form. The recipient organization states that it has read the conditions and terms on the back of this form and agrees to comply with these.

Attest: _____
Recipient Organization Secretary

By: _____ _____ _____
Signature of President or Vice President — Type or Print Name — Date

Attest: _____ (ORGANIZATION SEAL)
Recipient Organization

Amount Allocated $_____ at the _____ BCC Meeting

_____ _____
Commissioner's Signature and Approval — Date Approved

Attest: Harvey Ruvin, Clerk **Miami-Dade County, Florida**

By: _____
Deputy Clerk

Circle One: Hold Check for pick-up Mail Check to Organization

Special Instructions: _____

For Finance Department Use

Date Received by Finance: _____ Check No. Issued: _____ Date Issued: _____

All checks are to be picked up by an OSBM Budget Analyst (305) 375-5143

Revised 03/11/08

11

Terms and Conditions

Breach of Agreement: A breach by the Organization shall have occurred under this Agreement if: the Organization fails to fulfill in a timely or proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. If the Organization breaches this Agreement, the County may pursue any or all of its legal remedies. The County Manager is authorized to terminate this Agreement on behalf of the County.

Civil Rights: The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq.; and the Domestic Violence Leave Ordinance, codified as § 11A-60 et. seq. of the Miami-Dade County Code.

Payment Procedures: The County agrees to pay the Organization for the services described in this agreement. The Organization shall keep on file all invoices and payment documentation associated with this agreement for a period of no less than three (3) years from the date of acceptance of this agreement.

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Records, Reports, and Audits:

A. Supporting Documentation. The Organization shall submit proof of active corporate status by providing, as part of this agreement, a completed W-9 form.

B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Organization is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Organization shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub consultants or assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Organization or any third party.

Pursuant to Miami-Dade County Budget Ordinance #04-166 through #04-171, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities allocated County monies shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

MEMORANDUM

Substitute
Agenda Item No. 11(A)(19)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Resolution approving the allocation of FY 2005-2006, District 2 Discretionary Reserve Funds, the allocation of District 2 Office Funds, and rescinding prior allocations of District 2 Discretionary Reserve Funds and Office Funds

The attached substitute was prepared and placed on the agenda at the request of Commissioner Dorrin D. Rolle. The substitute differs from the item originally placed on the agenda in that it corrects two scrivener's errors and provides that the allocation for the District 2 Book Bag Give Away shall be made from the FY 2005-2006 District Discretionary Reserve Funds of County Commission District 2.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dorrin D. Rolle.

R. A. Cuevas, Jr.
County Attorney

RAC/up

RESO\2078

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute Agenda Item No. 11(A)(19)

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**

2

Substitute

Approved _____ Mayor

Agenda Item No. 11(A)(19)

Veto _____

10-6-09

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING THE ALLOCATION OF FY 2005-2006, DISTRICT 2 DISCRETIONARY RESERVE FUNDS, THE ALLOCATION OF DISTRICT 2 OFFICE FUNDS, AND RESCINDING PRIOR ALLOCATIONS OF DISTRICT 2 DISCRETIONARY RESERVE FUNDS AND OFFICE FUNDS

WHEREAS, this Board desires to make the following allocations from >>unexpended FY 2005-2006<<[1] [[~~the~~]] District Discretionary Reserve Funds of County Commission District 2 in accordance with the criteria for allocating such funds, see attached:

District 2 Book Bag Give Away $1,395.00; and

WHEREAS, this Board desires to make the following allocation from the FY 2009-2010 District 2 Office Funds:

Professional Engraving & Trophy, Inc. $420.00; and

WHEREAS, this Board desires to rescind the allocation of $1,500.00 made to Catherine Wall on April 21, 2009 from District 2 Office Funds, and to re-allocate said funds to The Fire Fighters Charities; and

WHEREAS, this Board desires to rescind the following allocations made from the District 2 Discretionary Reserve funds as follows:

November 15, 2005
St. James Social and Economic Development $ 3,500.00

---

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

December 6, 2005 Miami Symphony Orchestra	$10,000.00
December 20, 2005 Victim Services, Inc	$1,000.00
March 23, 2006 Allocation made to Police Athletic League – N. Miami	$5,000.00
May 9, 2006 Lenora Braynon Elementary School	$ 500.00
June 6, 2006 New St. Mary's Baptist Church	$ 500.00
December 19, 2006 D-Facto Music Publishing, Inc.	$2,000.00
January 9, 2007 Univision Radio	$ 500.00
June 5, 2007 Cooperative Charter School	$5,000.00
July 26, 2007 Albert Leroy Moss Foundation, Inc.	$3,000.00
December 6, 2007 Haitian American Professional	$1,250.00
February 21, 2008 The City of Miami Parks and Recreation	$ 340.00
April 8, 2008 Delta Education, Health and Cultural Initiative for Dr. Betty Shabazz Delta Academy	$1,000.00
April 8, 2008 Florida Agricultural and Mechanical University	$1,000.00
September 16, 2008 District 2 Annual Jazz in the Park	[[~~$ 600.00~~]]>>$1,000.00<<

September 16, 2008
District 2 Annual Toy Give Away $ 190.00

[[~~September 16, 2008~~
~~District 2 Jazz in the Park $ 400.00~~]]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the following allocation from the [[~~FY 2009-2010~~]]>>FY 2005-2006, << District 2 Discretionary Reserve Funds:

District 2 Book Bag Give Away $1,395.00; and

Section 2. Approves the allocation of FY 2009-2010 District 2 Office [[~~County Services~~]]>>Budget<< Funds:

Professional Engraving & Trophy, Inc. $420.00; and

Section 3. Rescinds the allocation of $1,500 made to Catherine Wall on April 21, 2009 from the District 2 Office Funds and re-allocates said funds to The Fire Fighters Charities.

Section 5. Rescinds the following allocations made from the District 2 Discretionary Reserve funds:

November 15, 2005
St. James Social and Economic Development $ 3,500.00

December 6, 2005
Miami Symphony Orchestra $10,000.00

December 20, 2005
Victim Services, Inc $ 1,000.00

March 23, 2006
Allocation made to Police Athletic League –
N. Miami $ 5,000.00

May 9, 2006
Lenora Braynon Elementary School $ 500.00

June 6, 2006 New St. Mary's Baptist Church	$ 500.00
December 19, 2006 D-Facto Music Publishing, Inc.	$2,000.00
January 9, 2007 Univision Radio	$ 500.00
June 5, 2007 Cooperative Charter School	$5,000.00
July 26, 2007 Albert Leroy Moss Foundation, Inc.	$3,000.00
December 6, 2007 Haitian American Professional	$1,250.00
February 21, 2008 The City of Miami Parks and Recreation	$ 340.00
April 8, 2008 Delta Education, Health and Cultural Initiative for Dr. Betty Shabazz Delta Academy	$1,000.00
April 8, 2008 Florida Agricultural and Mechanical University	$1,000.00
September 16, 2008 District 2 Annual Jazz in the Park	[[~~$ 600.00~~]]>>$1,000.00<<
September 16, 2008 District 2 Annual Toy Give Away	$ 190.00
[[~~September 16, 2008~~ ~~District 2 Jazz in the Park~~	~~$ 400.00~~]]

The Prime Sponsor of the foregoing resolution is Commissioner Dorrin D. Rolle. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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. GKS

Gerald K. Sanchez

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

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

From: Vivian Gonzalez-Cao, Business Analyst
Office of Strategic Business Management

Subject: Discretionary Reserve Funds – Commission District 2

In response to your request, based on the September 16, 2004 memorandum, these allocations are consistent with the policy set forth by the Board of County Commissioners.

Should you need any other information, please do not hesitate to contact me.

c: Jennifer Glazer-Moon, Director, Office of Strategic Business Management

ATTACHMENT G

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2004

To: George M. Burgess
County Manager

From: Jennifer Glazer-Moon, Director Designate
Office of Strategic Business Management

Subject: CBO Allocation Process

As part of the FY 2004-05 Resource Allocation process, the Office of Strategic Business Management (OSBM) has reviewed the overall Community-based Organization (CBO) allocation process for the District Discretionary Reserve, Commission Office Funds, and the In-kind Reserve. In an effort to simplify these processes while ensuring comprehensive information for adequate review of requests, OSBM staff has developed the following alternative processes.

District Discretionary Reserve and Commission Office Funds Allocation Process

The FY 2004-05 Proposed Budget includes funding in the amount of $300,000 per district to continue the Commission District Discretionary Reserve. During this past year Commissioners, their staffs, and CBOs that have received allocations from one of the sources listed above have expressed frustration when attempting to comply with the administrative aspect of the allocation process. In order to simplify the process not only for the CBOs but also for departmental staff, we have developed simplified application processes that will aid in gathering the relevant information needed for an informed decision regarding allocations and expedited payments once allocations are made.

A one-page application agreement has been developed (attached). An organization requesting funding from either the District Discretionary Reserve or a Commissioner's Office funds will be required to submit a signed application agreement along with a completed W-9 form to Commission staff at the time of the allocation request. At the discretion of the Commissioner, these applications may be accepted on an annual, quarterly, or ongoing basis. Commission staff or a separate review committee will review the application agreement requests and present the respective Commissioner with a recommendation. Once the recommendation has been approved by the Commissioner and by the full Board via motion or resolution, the signed application agreement will be forwarded to the Office of Strategic Business Management to ensure the application agreement and completed W-9 form are processed and checks are issued in a timely manner.

By signing the application agreement, the applicant agrees that any funding allocated will be used for the services or activities indicated in the application. Also, the applicant agrees that use of the funding will be subject to random annual audits. This process also incorporates the ability, notwithstanding any provision of the County Code, resolution or administrative order to the contrary, for staff to waive affidavits of compliance with various polices or requirements applicable to not-for-profit entities receiving County funding or contracting or transacting business with the County.

This new process will not only reduce the burden on departmental staff, but will also ensure prompt payment to the recipient organization(s).

In-Kind Reserve Process

The FY 2004-05 Proposed Budget continues funding for an in-kind services reserve in the amount of $500,000 to reimburse general fund departments for in-kind services provided on a two-thirds basis. The Board of County Commissioners (BCC) has expressed its desire to have staff provide a recommendation regarding approval of requests for in-kind services for events in Miami-Dade County in need of funding support. In an effort to provide the BCC with an adequate funding recommendation, I recommend the following changes to the Countywide and District-Specific In-kind Reserve process.

- **Application Review:** In addition to providing information regarding the services requested, each applicant will be required to submit a budget detailing all revenues and expenditures for the specific event for which in-kind support is requested. The Communications Department will be responsible for working with the appropriate County departments to ensure that adequate services are provided for the type of event planned. Once this process has been completed and accurate in-kind support projections are calculated, the review committee will carefully review each application and provide a recommendation, based on the information provided by the organization and taking into account other support that may have already been authorized by the County.

- **Recommendation:** OSBM staff will continue to provide historical funding information about the organization and/or event. Recommendations regarding the approval of the request will be communicated to the sponsoring Commissioner prior to the placement of a resolution on an agenda.

- **Reporting:** OSBM staff will continue to be responsible for providing a monthly report detailing all funding recommendations and in-kind services reserve fund balances.

These alternative processes have been designed to ensure that organizations participating in any of the above-mentioned allocation processes have the ability to engage County services at the most efficient and effective level possible.

cmo17004

Application for Allocation of
Community-based Organization (CBO) Discretionary Reserve and Office Funds

(Application must include completed W-9 Form attached)

Date _____ Commission District _____ Organization Federal Tax ID # _____

Legal Name of Recipient Organization or Name of County Department _____

Program to be funded/reason for funding support _____

Address (as listed on corporate papers) _____ City _____ Zip Code _____

Amount Requested $_____

Organization Information:

Contact Person(s): _____

Telephone Number(s): _____ Fax Number: _____

e-mail address (if available): _____

Event Date or Date work is scheduled for completion: _____

By the acceptance of these Discretionary Reserve/Office Funds, the recipient organization agrees to provide the services described on this allocation application form. The recipient organization states that it has read the conditions and terms on the back of this form and agrees to comply with these.

Attest: _____
Recipient Organization Secretary

By: _____ _____ _____
Signature of President or Vice President — Type or Print Name — Date

Attest: _____ (ORGANIZATION SEAL)
Recipient Organization

Amount Allocated $_____ at the _____ BCC Meeting

_____ _____
Commissioner's Signature and Approval — Date Approved

Attest: Harvey Ruvin, Clerk **Miami-Dade County, Florida**

By: _____
Deputy Clerk

Circle One: Hold Check for pick-up Mail Check to Organization

Special Instructions: _____

For Finance Department Use

Date Received by Finance: _____ Check No. Issued: _____ Date Issued: _____

All checks are to be picked up by an OSBM Budget Analyst (305) 375-5143

Revised 03/11/08

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Terms and Conditions

Breach of Agreement: A breach by the Organization shall have occurred under this Agreement if: the Organization fails to fulfill in a timely or proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. If the Organization breaches this Agreement, the County may pursue any or all of its legal remedies. The County Manager is authorized to terminate this Agreement on behalf of the County.

Civil Rights: The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq.; and the Domestic Violence Leave Ordinance, codified as § 11A-60 et. seq. of the Miami-Dade County Code.

Payment Procedures: The County agrees to pay the Organization for the services described in this agreement. The Organization shall keep on file all invoices and payment documentation associated with this agreement for a period of no less than three (3) years from the date of acceptance of this agreement.

Prohibited Use of Funds: The Organization shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Organization shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agent, instrumentalities, employees, or officials.

Records, Reports, and Audits:

A. Supporting Documentation. The Organization shall submit proof of active corporate status by providing, as part of this agreement, a completed W-9 form.

B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Organization is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Organization shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub consultants or assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Organization or any third party.

Pursuant to Miami-Dade County Budget Ordinance #04-166 through #04-171, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities allocated County monies shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

MEMORANDUM

Agenda Item No. 11(A)(20)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution amending the Fiscal Year 2009-10 Countywide General Fund budget by removing appropriated funding, revenue, expenditures and positions from the Office of Community Advocacy and appropriating same to the Office of the Chair and rescinding Administrative Order No. 9-2 relating to the Office of Community Relations

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(20)

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
Veto _____
Override _____

Agenda Item No. 11(A)(20)
10-6-09

RESOLUTION NO. _____

RESOLUTION AMENDING THE FISCAL YEAR 2009-10 COUNTYWIDE GENERAL FUND BUDGET BY REMOVING APPROPRIATED FUNDING, REVENUE, EXPENDITURES AND POSITIONS FROM THE OFFICE OF COMMUNITY ADVOCACY AND APPROPRIATING SAME FUNDING, REVENUE, EXPENDITURES AND POSITIONS TO THE OFFICE OF THE CHAIR; AND RESCINDING ADMINISTRATIVE ORDER NO. 9-2 RELATING TO THE OFFICE OF COMMUNITY RELATIONS

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Fiscal Year 2009-10 Countywide General Fund budget, as amended and passed on September 18, 2009 (the "Budget"), is amended to remove the appropriated revenues and expenditures in the Budget for the Office of Community Advocacy, together with the revenues supporting such appropriations and the 10 budgeted positions, and said amount, revenues, expenditures and budgeted positions shall be appropriated to the Office of the Chair.

Section 2. Administrative Order No. 9-2 entitled "Office of Community Relations" is hereby rescinded in its entirety.

Section 3. This Resolution shall become effective upon the enactment of an ordinance or ordinances that amend Sections 2-207, 2-535, 2-835, 2-1090, 11A-3 and 11A-4 of the Code of Miami-Dade County, Florida, relating to the Miami-Dade County Hispanic Affairs Advisory Board, the Miami-Dade County Black Affairs Advisory Board, the Miami-Dade County Asian-American Advisory Board and the Miami-Dade County Commission on Human Rights, respectively, to provide that the Office of the Chairperson of the County Commission,

rather than the County Mayor and County Manager, shall provide support for such advisory boards.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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, provided that by such date the condition set forth in Section 3 above has been satisfied, and if not, by such later date as such condition is satisfied.

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

MEMORANDUM

Substitute
Agenda Item No. 11(A)(20)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Resolution directing the County Mayor to prepare an ordinance amending the Fiscal Year 2009-10 County Budget by removing appropriated funding, revenue, expenditures and positions from the Office of Community Advocacy

---

The substitute differs from the original in that the Mayor or his designee is directed to prepare, in consultation with the Office of the County Attorney, an ordinance amending the Fiscal Year 2009-10 County budget to remove appropriated funding, revenues, expenditures and positions from the Office of Community Advocacy and appropriate the same to the Office of the Chair, and amending the County Code to effectuate the foregoing, including to provide that the Office of the Chair, rather than the County Mayor or the County Manager, shall provide support for the Community Relations Board, the Miami-Dade County Hispanic Affairs Advisory Board, the Miami-Dade County Black Affairs Advisory Board, the Miami-Dade County Asian-American Advisory Board, and the Miami-Dade County Commission on Human Rights. In addition, the transfer of the functions, appropriations, revenues supporting such appropriations, and ten budgeted positions from the Office of Community Advocacy to the Office of the Chair shall be effective upon the enactment of the ordinance described above. Such ordinance shall be presented to the Board at its next regularly scheduled meeting.

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

for

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Substitute
Agenda Item No. 11(A)(20)

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**

2

Substitute

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 11(A)(20)

10-6-09

RESOLUTION NO. _____

RESOLUTION DIRECTING COUNTY MAYOR OR HIS DESIGNEE TO PREPARE AN ORDINANCE AMENDING THE FISCAL YEAR 2009-10 COUNTY BUDGET BY REMOVING APPROPRIATED FUNDING, REVENUES, EXPENDITURES AND POSITIONS FROM THE OFFICE OF COMMUNITY ADVOCACY AND APPROPRIATING SAME FUNDING, REVENUES, EXPENDITURES AND POSITIONS TO THE OFFICE OF THE CHAIR AND AMENDING THE CODE OF MIAMI-DADE COUNTY TO EFFECTUATE THE FOREGOING; AND RESCINDING ADMINISTRATIVE ORDER NO. 9-2 RELATING TO THE OFFICE OF COMMUNITY RELATIONS

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The >>County Mayor or his designee is directed to prepare, in consultation with the Office of the County Attorney, an ordinance to amend: (i) the<<[1] Fiscal Year 2009-10 [[~~Countywide General Fund~~]] >>County<< budget, as amended and passed on September 18, 2009 (the "Budget"), [[~~is amended~~]] to remove the appropriated revenues and expenditures in the Budget for the Office of Community Advocacy, together with the revenues supporting such appropriations and the 10 budgeted positions, and >>to appropriate<< said amount, revenues, expenditures and budgeted positions [[~~shall be appropriated~~]] to the Office of the Chair >>and, (ii) the relevant provisions of the Code of Miami-Dade County to effectuate the foregoing, including to provide that the Office of the Chairperson, rather than the County Mayor or the County Manager, shall provide support for the Community Relations Board, the Miami-

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

Dade County Hispanic Affairs Advisory Board, the Miami-Dade County Black Affairs Advisory Board, the Miami-Dade County Asian-American Advisory Board and the Miami-Dade County Commission on Human Rights. The County Mayor or his designee shall present such item to the board at its next regularly scheduled meeting<<.

Section 2. Administrative Order No. 9-2 entitled "Office of Community Relations" is hereby rescinded in its entirety.

Section 3. >>The functions, appropriations, revenues supporting such appropriations, and 10 budgeted positions of the Office of Community Advocacy shall be transferred to the Office of the Chair<< [[~~This Resolution shall become effective~~]] upon the enactment of an ordinance [[~~or ordinances~~]] that [[~~amend~~]] >>amends the Fiscal Year 2009-10 County Budget and amends<< [[~~Sections 2-207, 2-535, 2-835, 2-1090, 11A-3 and 11A-4 of~~]] the Code of Miami-Dade County, Florida [[~~,relating to the Miami-Dade County Hispanic Affairs Advisory Board, the Miami-Dade County Black Affairs Advisory Board, the Miami-Dade County Asian-American Advisory Board and the Miami-Dade County Commission on Human Rights, respectively, to provide that the Office of the Chairperson of the County Commission, rather than the County Mayor and County Manager, shall provide support for such advisory boards~~]] >>as set forth in Section 1 above<<.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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 [[~~, provided that by such date the condition set forth in Section 3 above has been satisfied, and if not, by such later date as such condition is satisfied~~]].

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

MEMORANDUM

Agenda Item No. 11(A)(21)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	October 6, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing the Mayor to identify legally available funds in an amount equal to $450,000 to fund the Independent Review Panel for fiscal year 2009-10

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/up

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

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

SUBJECT: Agenda Item No. 11(A)(21)

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
Veto _____
Override _____

Agenda Item No. 11(A)(21)
10-6-09

RESOLUTION NO. _____

RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY LEGALLY AVAILABLE FUNDS IN AN AMOUNT EQUAL TO $450,000 TO FUND THE INDEPENDENT REVIEW PANEL FOR FISCAL YEAR 2009-10 AND TO REPORT FINDINGS TO THE BOARD

WHEREAS, the Independent Review Panel (the "IRP") was created by this Board in 1980 as an impartial review panel to conduct independent reviews and hold public hearings concerning serious complaints or grievances made against employees, agencies and instrumentalities of Miami-Dade County; and

WHEREAS, as part of the County's adopted budget for Fiscal Year 2009-10, no monies were appropriated to the IRP; thereby eliminating this function for such fiscal year; and

WHEREAS, recognizing the importance of the IRP to this community, this Board wishes to direct the County Mayor or the County Mayor's designee to identify legally available funds in an amount equal to $450,000 to fund the IRP, including four budgeted positions, for Fiscal Year 2009-10,

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 directs the County Mayor or the County Mayor's designee to identify legally available funds in an amount equal to $450,000 to fund the IRP, including four budgeted positions, for Fiscal Year 2009-10. The funding alternatives may

include use of the Countywide Contingency Reserve Fund, as well as any other available funds. A report detailing such funding alternatives shall be prepared and presented to the Board within thirty (30) days from the effective date of this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. 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

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No.
12(B)1

From: George M. Burgess
County Manager

Subject: Elderly Pedestrian Safety Advisory Committee Recommendations

---

This report responds to Resolution R-748-09, "Resolution Creating Elderly Pedestrian Advisory Committee," passed on June 2, 2009. The Resolution established the Elderly Pedestrian Safety Advisory Committee (EPSAC) to formulate recommendations to the Board of County Commissioners regarding:

1. Suggesting effective methods of educating the elderly and of disseminating information to the elderly regarding pedestrian safety precautions;
2. Reviewing infrastructure in areas highly populated by the elderly to explore the feasibility of engineering solutions to mitigate potential injury and to improve pedestrian safety and mobility;
3. Suggesting methods of enforcement to increase compliance with traffic laws by drivers and pedestrians; and
4. Recommending alternatives to promote and encourage elderly pedestrian safety.

The recommendations were to be submitted within 120 days and the EPSAC was to be dissolved within six months after adoption. EPSAC membership was comprised of one representative from the following departments or organizations to the extent they are able to participate.

1. Miami-Dade County Public Works Department
2. Miami-Dade County Planning and Zoning Department
3. Alliance for Aging
4. Miami-Dade County Police Department, Community Affairs Bureau
5. Florida Department of Transportation, Traffic Operations
6. Miami-Dade County Bicycle Pedestrian Advisory Committee
7. Metropolitan Planning Organization
8. Miami-Dade Health Department
9. University of Miami School of Medicine
10. City of Miami Police Department
11. City of Miami Beach Police Department
12. Department of Elder Affairs
13. American Automobile Association
14. AARP
15. Office of Americans with Disabilities Act Coordination
16. The Senior Advocate of the Department of Human Services, Elderly Services Division, and
17. Any other offices, organizations or entities deemed appropriate by the Mayor or his designee.

The EPSAC met on August 19, 2009. The meeting agenda and sign-in sheet are attached. Leadership for this effort was provided by the Metropolitan Planning Organization's Bicycle Pedestrian Specialist.

Committee Discussion

The EPSAC reviewed data related to traffic crashes involving elderly pedestrians. There was discussion of existing safety education programs, traffic enforcement, and pedestrian safety roadway improvements.

Recommendations

The EPSAC recommendations are grouped into the four areas described in the Resolution.

Education

- Develop and implement an elderly pedestrian safety campaign that is language and culturally appropriate (e.g., Spanish and Haitian Creole) and uses a variety of media (for example, the UM Miller School of Medicine's "Safe Crossings" program).
- Compile a list of healthcare providers and other organizations that interact with elderly persons and which could provide information on pedestrian safety to their clients.
- Support formation of an Elderly Mobility Safety Team through the Florida Department of Transportation's Community Traffic Safety Program to continue raising awareness of elderly pedestrian safety after the EPSAC sunsets on December 2, 2009.

Engineering

- Implement appropriate pedestrian safety improvements at intersections and adjacent facilities (e.g., sidewalks, mid-block crossing, etc.) in Little Havana, South Beach, Little Haiti, Hialeah, Flagami, Westchester, downtown Miami and Sunny Isles where traffic crashes involving elderly pedestrians are concentrated as funding permits.
    - Improvements should include countdown pedestrian signals, raised medians, curb extensions, rapid flashing beacons, high-emphasis crosswalks, additional pedestrian crossing time, in-road pedestrian warning signs, turn prohibitions, audible pedestrian signals, accessible sidewalks, pedestrian pavement markings, and street lighting as appropriate.
    - A traffic safety study of elderly pedestrian crash sites is scheduled to be conducted by the Miami-Dade Public Works Department in 2009/2010 and will include cost estimates of improvements.
- Review roadway design standards to encourage the use of ADA sidewalks and curb ramps that are parallel to the direction of travel. Some ADA curb ramps are built on the diagonal and lead into the center of the intersection instead of along the crosswalk.

Enforcement

- Work with the Florida Transportation Technology Transfer Center to provide their Pedestrian Law Enforcement training in Miami-Dade County.
- Provide information on the locations of elderly housing and traffic crashes involving elderly pedestrians to police departments for targeted enforcement.

Encouragement

- Give healthcare professionals the information they need to encourage more walking by their clients, for example the AMA's "Walking is Medicine" walking prescription program.
- Promote Miami-Dade Park and Recreation Department's Walking Clubs program among healthcare professionals and others involved in elder care.

Next Steps

- Coordinate with the Public Works Department on their traffic safety study of traffic crashes involving elderly pedestrians.
- Work with EPSAC to prepare list of healthcare providers and other organizations that interact with elderly clients and which could provide information on pedestrian safety to their clients.
- Continue to collect and disseminate information on safety programs for elderly pedestrians.
- A follow-up EPSAC meeting is tentatively scheduled for September 15, 2009 to discuss implementation of recommendations at which time a follow up report will be provided to the Board.

Assistant County Manager

METROPOLITAN PLANNING ORGANIZATION
(MPO) SECRETARIAT
111 N.W. 1 STREET, SUITE 920
MIAMI, FLORIDA 33128-1999
305-375-4507
www.miamidade.gov/mpo

Miami-Dade County
Elderly Pedestrian Safety Advisory Committee (EPSAC)

9:00 am August 19, 2009
10th Floor CITT Conference Room
Stephen P. Clark Government Center

AGENDA

1. Welcome – Introduction of Members
2. Background Data: Traffic Crashes Involving Elderly Pedestrians
3. Pedestrian Safety Countermeasures
    a. Education
    b. Engineering
    c. Enforcement
4. Discussion of Recommendations
5. Transmission of recommendations to the BCC
6. Wrap-up

METROPOLITAN PLANNING ORGANIZATION
(MPO) SECRETARIAT
111 N.W. 1 STREET, SUITE 920
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Miami-Dade County
Elderly Pedestrian Safety Advisory Committee (EPSAC)

9:00 am August 19, 2009
10th Floor CITT Conference Room
Stephen P. Clark Government Center

NAME	AGENCY	PHONE	E-MAIL
1. Paul Yavis	MPO/BPAC	786 416-2164	politboris@mail.co
2. Santiago Cruz	Miami PD	305-603-6584	santiago.cruz@miamipolice.org
3. Armando Penate	MDPD	3/471-1714	apenate@mdpd.com
4. Avis Turner	MDPD	3/471-3017	aptorne@mdpd.com
5. Carlos Sarmiento	FDOT	305-470-5839	carlos.sarmiento@dot.state.fl.us
6. Victoria Funes	AARP	(954) 602-2241	VFUNES@aarp.org
7. Daniel Howe	M-DC ADA Ofc.	305-375-3566	dhowe@miamidade...
8. Mamie Brisker	MAGEC	305 355 9017	mbrisker@med.miami.edu
9. MAX B ROTHMAN	ALLIANCE FOR AGING	305-670-6505 x 2224	rothmanm@eldersafairs.com
10. Rosa Ortiz for Olga Connor			
11.	Miami-Dade County Health Dpt.	(786) 336-1276	olga_connor@doh.state.fl.us
12. Carl Schulman	Univ of Miami	305-585-1076	cschulman@med.miami.edu
13. Jill Graygo	Univ of Miami	305-243-9454	jgraygo@med.miami.edu
14. Betty Jimenez	Miami Dade	305 375 3095	Beatriz.Jimenez@miamidade.gov
15.			

MEMORANDUM

Agenda 15(B)1

TO: Honorable Chairman Dennis C. Moss, and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: Diane Collins, Acting Division Chief Clerk of the Board Division

Diane Collins

SUBJECT: Proposed Public Hearing Dates for Meeting of October 6, 2009

It is proposed that public hearings for Ordinances submitted for first reading be set as follows:

Board of County Commissioners (BCC) meeting of Tuesday, November 3, 2009, at 9:30 AM *

4A ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS RUBY SUBDIVISION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

4B ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS UNITED STORAGE DORAL STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

4D ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS MIRABELLA MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

P.H. 11-4-09

4J ORDINANCE RELATING TO MIAMI-DADE COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN; ACTING UPON CAPITAL IMPROVEMENTS ELEMENT AMENDMENT APPLICATION FILED IN APRIL 2009 CYCLE TO AMEND, MODIFY, ADD TO OR CHANGE THE COMPREHENSIVE DEVELOPMENT MASTER PLAN; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

Government Operations Committee (GOC) meeting of Monday, November 11, 2009 , at 9:30 AM *

4G ORDINANCE AMENDING SECTION 4-4 (H) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO APPLICATIONS TO INCREASE AMBULANCE VEHICLES; PROVIDING THAT MAYOR OR DESIGNEE SHALL AUTHORIZE ADDITIONAL VEHICLES TO SERVICE COUNTYWIDE EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORTATION VEHICLE SERVICE CONTRACTS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4K ORDINANCE AMENDING THE 2009-2010 PAY PLAN TO PROVIDE FOR PAY REDUCTIONS FOR EXEMPT, NON-BARGAINING UNIT EMPLOYEES

Housing and Community Development Committee (HCDC) meeting of Tuesday, November 10, 2009, at 9:30 AM *

4I ORDINANCE AMENDING SECTIONS 2-207, 2-535, 2-835, 2-1090, 11A-3 AND 11A-4 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, RELATING TO THE COMMUNITY RELATIONS BOARD, THE MIAMI-DADE COUNTY HISPANIC AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY BLACK AFFAIRS ADVISORY BOARD, THE MIAMI-DADE COUNTY ASIAN-AMERICAN ADVISORY BOARD AND THE MIAMI-DADE COUNTY COMMISSION ON HUMAN RIGHTS, RESPECTIVELY, TO PROVIDE THAT THE OFFICE OF THE CHAIRPERSON OF THE COUNTY COMMISSION, RATHER THAN THE COUNTY MAYOR AND COUNTY MANAGER, SHALL PROVIDE SUPPORT FOR SUCH ADVISORY BOARDS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Transit, Infrastructure and Roads Committee (TIRC) meeting of Tuesday, November 10, 2009, at 2:00 PM *

4H ORDINANCE AMENDING SECTION 2-103.15 OF THE CODE OF MIAMI-DADE COUNTY; ADDING AN EXCEPTION TO THE SIGN ORDINANCE ALLOWING FOR THE PLACEMENT OF HOMELESS TRUST DONATION METERS ON COUNTY-MAINTAINED RIGHTS-OF-WAY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Government Operations Committee (GOC) meeting of Tuesday, December 8, 2009 , at 9:30 AM *

4E ORDINANCE RELATING TO AMBULANCES AND MEDICAL TRANSPORTATION VEHICLES; AMENDING SECTION 4-7 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO PROVIDE THAT RATES CHARGED BY MUNICIPAL GROUND AMBULANCE CERTIFICATE HOLDERS SHALL BE DETERMINED BY RESOLUTION ADOPTED BY CITY COMMISSION; PROVIDING THAT APPROVED RATES BECOME EFFECTIVE WHEN FILED WITH CONSUMER SERVICES DEPARTMENT WITHIN SPECIFIED TIME PERIOD; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Health, Public Safety and Intergovernmental Committee (HPSIC) meeting of Thursday, December 10, 2009, at 2:00 PM *

4C ORDINANCE CREATING THE MIAMI-DADE COUNTY YOUTH COMMISSION AND ESTABLISHING THE DUTIES AND RESPONSIBILITIES OF SUCH COMMISSION; PROVIDING FOR APPOINTMENT OF STUDENT REPRESENTATIVES OF MIAMI-DADE PUBLIC SCHOOLS AS MEMBERS OF SUCH COMMISSION; SETTING FORTH QUALIFICATIONS OF MEMBERS AND TERMS OF OFFICE, PROVIDING FOR ELECTION OF OFFICERS AND OTHER MATTERS; PROVIDING FOR EXCEPTION TO SECTION 2-11.38 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO REQUIREMENT THAT COUNTY BOARD MEMBERS BE ELECTORS; PROVIDING FOR COUNTY STAFF SUPPORT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4F ORDINANCE RELATING TO CONFLICT OF INTEREST AND CODE OF ETHICS ORDINANCE; AMENDING SECTION 2-11.1(S) TO PROVIDE THAT ANY PERSON WHO APPEARS AS A LOBBYIST ON BEHALF OF A CERTIFIED SMALL BUSINESS ENTERPRISE OR COMMUNITY SMALL BUSINESS ENTERPRISE SHALL NOT BE REQUIRED TO PAY LOBBYIST REGISTRATION FEES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

DC/fcd

*** or such other time and place as may be set in accordance with the Rules and Procedures of the Board of County Commissioners**

MEMORANDUM

Harvey Ruvin
Clerk of the Circuit and County Courts
Clerk of the Board of County Commissioners
Miami-Dade County, Florida
(305) 375-5126
(305) 375-2484 FAX
www.miami-dadeclerk.com

Agenda Item No. 15(B)3

TO: Honorable Chairman Dennis C. Moss, and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: Harvey Ruvin, Clerk
Circuit and County Courts

SUBJECT: Proposed Boundary Change to the City of Doral

Diane Collins, Acting Division Chief
Clerk of the Board

Diane Collins

Pursuant to the provisions of Chapter 20-5 of the Code of Miami-Dade County, the Clerk of the Board has received a petition from the City of Doral requesting a boundary change to the City of Doral. (See legal description in the attached application.)

Following consideration by the County Commission, the Code provides that this request be forwarded to the Planning Advisory Board for review, study and recommendation.

Attachments
DC/kk

CLERK OF THE BOARD
2009 SEP 18 PM 3:09
CLERK, CIRCUIT & COUNTY COURTS
DADE COUNTY, FLA.
#1

CITY OF DORAL, FLORIDA

ANNEXATION REPORT

Section 31, Township 53, Range 40

September 16, 2009

2

CITY OF
DORAL

For all the right reasons!™

Pursuant to Resolution No. 2009-109, which was approved on September 9, 2009, the City of Doral duly authorizes the submittal of this Annexation Report to Miami-Dade County.

Submitted by:

Mayor Juan Carlos Bermudez
Vice Mayor Peter Cabrera
Councilmember Michael DiPietro
Councilmember Sandra Ruiz
Councilmember Robert Van Name

Staff
Yvonne Soler-McKinley, City Manager
Jimmy Morales, City Attorney
Nathan Kogon, Planning Director

Prepared by:

BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements
80 SW 8th Street, Suite 2000
Miami, FL 33130

(786) 514-0121

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Executive Summary

With this submittal, the City of Doral (City), wishes to initiate the annexation process for the reference Section. The City wishes to annex approximately a **one square mile area** which is contiguous to the City's current southwestern municipal boundary (See Location Aerial).

The Annexation Area is described as: Section 31, Township 53, Range 40 in Miami-Dade County, Florida and is bounded by NW 12th Street on the south, NW 87th Avenue on the east, NW 25th Street on the north, and NW 117th Avenue. This Section contains the Dolphin Mall and the area was originally known as Truman City.

As stated in the preceding paragraph, the Dolphin Mall is located in the southwest section of the annexation area and is the major retail component. There is other scattered retail/commercial and office. Another dominant use is industrial. A rather large proportion of vacant land remains within this area but continues to be developed.

The City is a relatively new municipality being approximately six years old. Miami-Dade County (County) still provides certain services as stipulated in various interlocal agreements and will continue to do so for the proposed Annexation Area. The City has had no need to adjust its millage rate since the time of incorporation.

The City is dissimilar from others municipalities that have incorporated in Miami-Dade County over the last 10 or so years due to the unprecedented mix of residential, commercial and industrial uses within the existing boundaries – a benefit to property owners within the annexation area. The City also includes a world class hotel and golf course, excellent schools and is considered an international hub for commerce. Because of the mix of uses and large tax base the City of Doral is considered a donor area.

According the University of Florida Bureau of Economic and Business Research (BEBR), the latest population figures available (April 2007) showed that 34,472 persons reside in the City of Doral. Since that time the City has welcomed hundreds of new residents. The addition of the Annexation Area, which has zero electors, would not impact the population of the City.

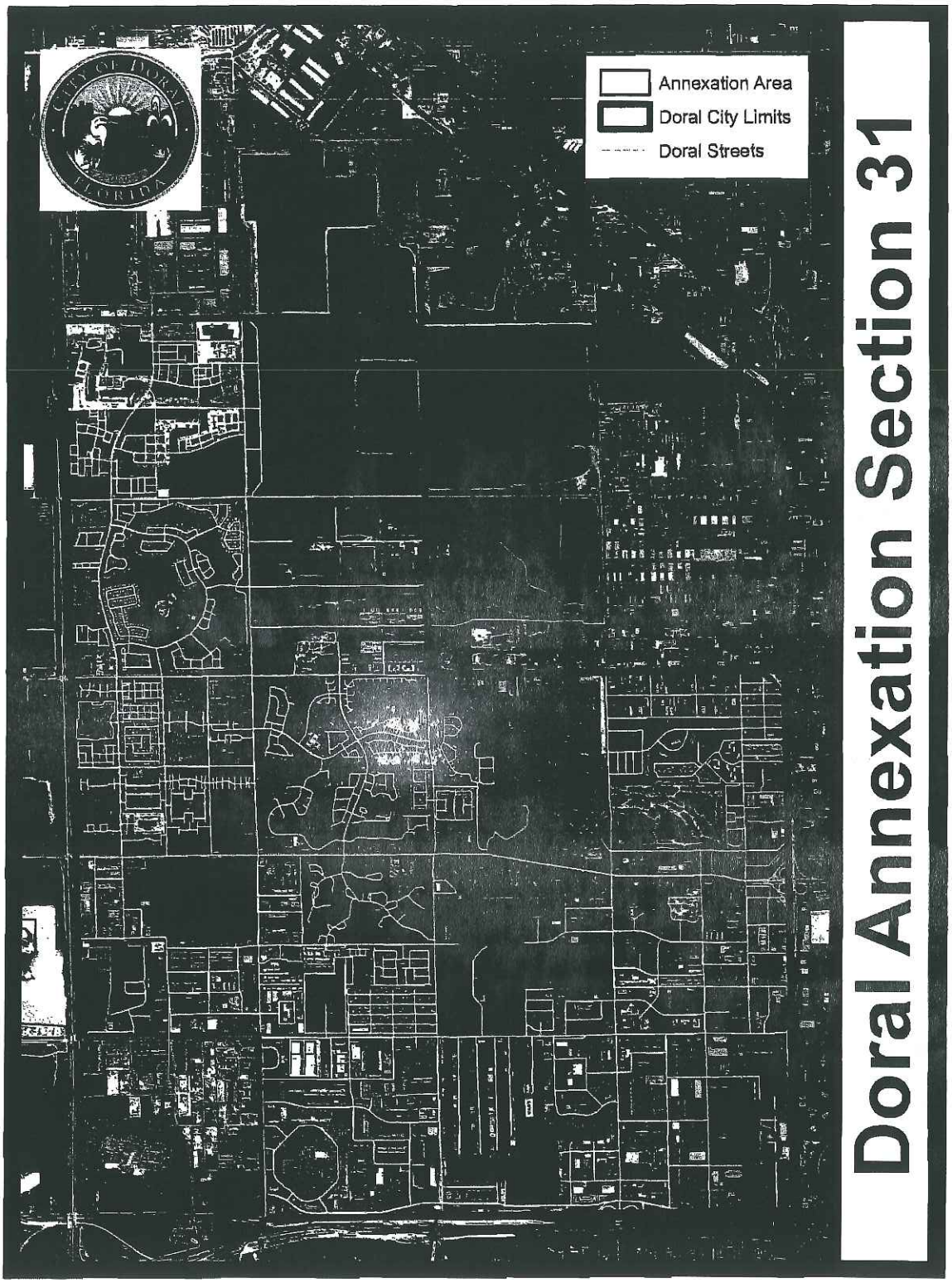
With its current successes the City wishes to expand so that the following goals of the City may be met:

- Improving services and infrastructure, including streets;
- Providing for buffering; and
- Providing for future green space.

In summary and additionally, annexing this area will "square off" the City's boundary and relieve the County of an enclave already bounded by the City of Doral on the north and east, and by the major transportation arteries of the HEFT on the west and SR 836 on the south. Through more localized planning, review and enforcement of regulations the needs of this very important employment and economic center, which is the City of Doral, will be fully realized.

6

Location Aerial



7

Resolution

RESOLUTION NO. 09-109

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, INITIATING AND REQUESTING PROPOSED BOUNDARY CHANGES TO THE CITY OF DORAL IN ORDER TO ANNEX PROPERTY LEGALLY DESCRIBED AS ALL OF SECTION 31 TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; REQUESTING APPROVAL FOR ANNEXATION FROM THE BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE MAYOR, MANAGER, CLERK AND ATTORNEY TO TAKE ANY AND ALL ACTIONS NECESSARY TO SUBMIT A REQUEST FOR THE PROPOSED BOUNDARY CHANGES TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA; AUTHORIZING TRANSMITTAL OF THIS RESOLUTION AND ACCOMPANYING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Section 20-3 of the Code of Miami-Dade County, the City of Doral (the "City") wishes to initiate a proposed boundary change by Resolution after public hearing, upon mailed notice provided to all affected property owners within 600 feet of the proposed boundaries and notice provided by publication; and

WHEREAS, the City Council has conducted a public hearing that was properly noticed in accordance with the requirements of Section 20-3 of the Code of Miami-Dade County; and

WHEREAS, the City Council has determined that the annexation of the area legally described as all of Section 31, Township 53 South, Range 40 East in Miami-Dade County, Florida is necessary, appropriate, and in the best interests of the City and its citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
I, Barbara Herrera
Of the City of Doral, Florida do hereby certi
that the above and foregoing is a true and corre
copy of the original thereof on file in this offi
WITNESS, my hand and the seal of said City
this 17th day of Sept. AD20 09
Barbara Herrera

8

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby approves of the extension and enlargement of the City's boundaries to include the area legally described as all of Section 31, Township 53 South, Range 40 East (Exhibit "A") in Miami-Dade County, Florida, and authorizes the initiation of municipal boundary change procedures pursuant to Section 5.04 of the Miami-Dade County Home Rule Charter and Chapter 20 of the Code of Miami-Dade County.

Section 3. The City Council hereby requests the Board of County Commissioners of Miami-Dade County, Florida, to adopt an appropriate ordinance approving the request of the City for the annexation of the lands legally described as all of Section 31, Township 53 South, Range 40 East in Miami-Dade County, Florida

Section 4. The Mayor, Manager, Clerk and Attorney are hereby authorized and directed to perform any and all actions as may be deemed necessary or desirable to initiate and continue the boundary change procedure in accordance with Chapter 20 of the Code of Miami-Dade County and submit the annexation proposed herein to the Board of County Commissioners of Miami-Dade County for their consideration.

Section 5. The Clerk is hereby authorized and directed to transmit three (3) certified copies of this Resolution, together with proof of compliance with the notice procedures and all accompanying documentation as set forth in Section 20-3 of the Code of Miami-Dade County to the Miami-Dade County Board of County Commissioners.

Section 6. This resolution shall take effect immediately upon its adoption

9

The foregoing Resolution was offered by Vice Mayor DiPietro who moved its adoption.

The motion was seconded by Councilman Van Name and upon being put to a vote, the

vote was as follows

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilmember Peter Cabrera	Absent
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	Yes

PASSED AND ADOPTED this 9th day of September 2008

JUAN CARLOS BERMUDEZ, MAYOR

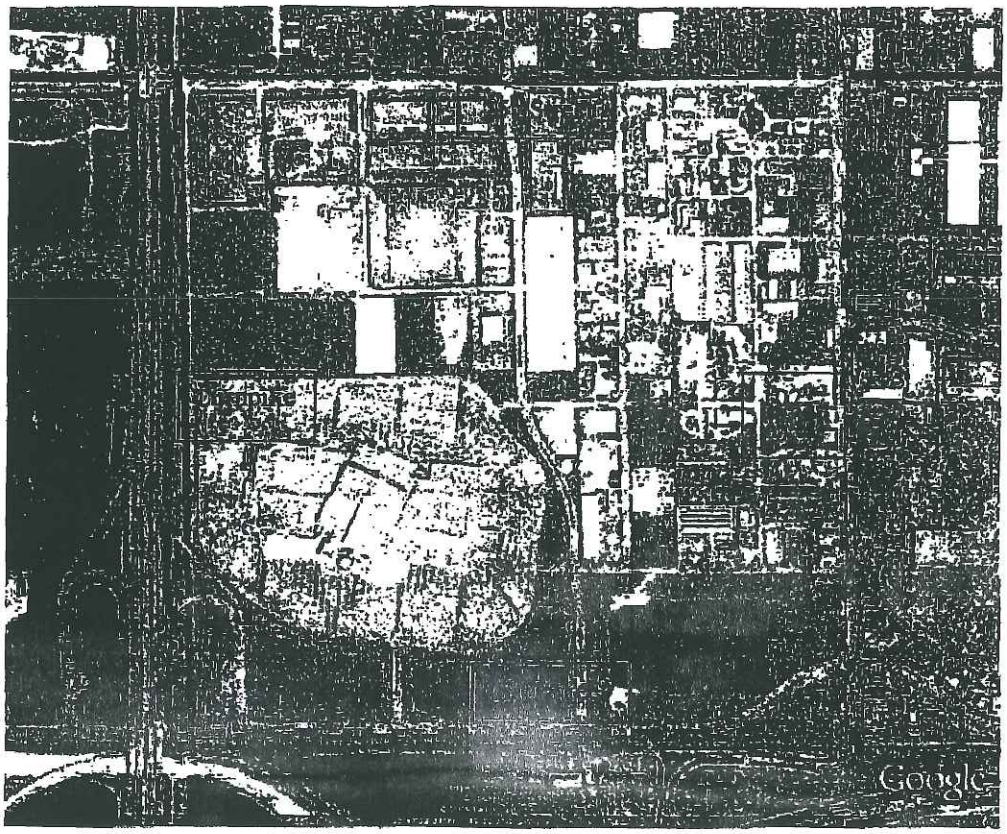
ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:

JIMMY MORALES, CITY ATTORNEY

EXHIBIT A



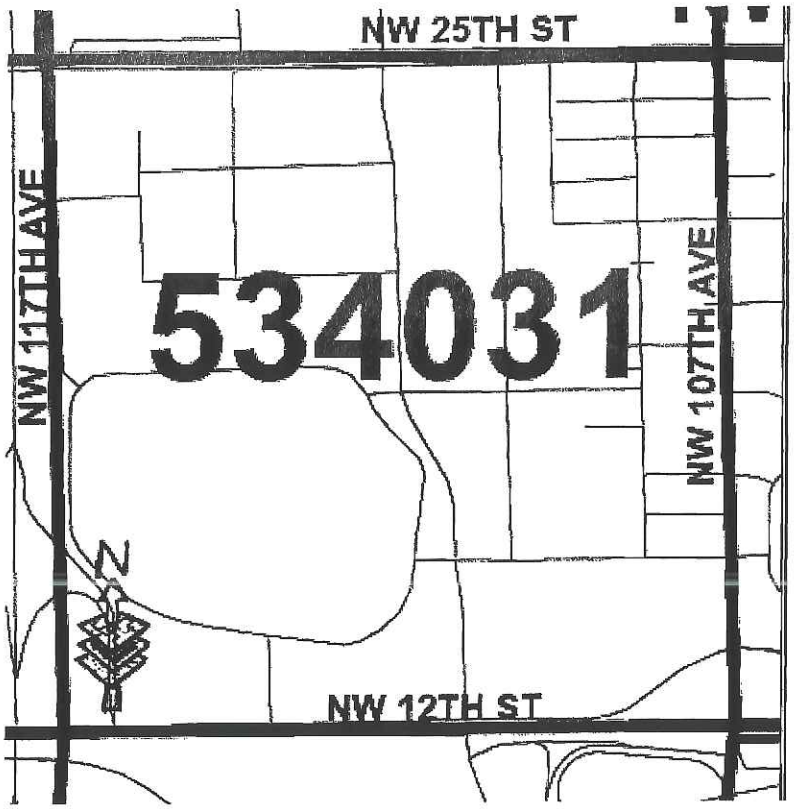
//

Public Hearing Notice

CITY OF DORAL

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 9, 2009**, the City Council of Doral will hold a Public Hearing at **1:00 P.M.** at the **City of Doral, City Hall, Council Chambers located at 8300 N.W. 53rd Street, Suite 100, Doral, FL.**, pursuant to the Miami-Dade County Charter Section 5.04 and the Miami-Dade County Ordinances, Section 20-3, to consider annexation and enactment of a Resolution concerning the annexation of certain land depicted in the following map. All interested parties are urged to attend the meeting and be heard.



Legal Description: All of Section 31, Township 53 South, Range 40 in Miami-Dade County, Florida.

Information relating the subject application is on file and may be examined in the City of Doral, Planning and Zoning Department Located at 8300 NW 53rd Street, Suite 200, Doral, Florida. All persons are invited to appear

at this meeting or be represented by an agent, or to express their views in writing addressed to the City Clerk, 8300 N.W. 53 Street, Suite 100, Doral, Florida 33166. The courts have ruled that it is improper to contact a City Council member individually, either orally or in writing about any zoning application. Maps and other data pertaining to these applications are available for public inspection during normal business hours in City Hall. Any persons wishing to speak at a public hearing should register with the City Clerk prior to that item being heard. Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.
Pursuant to Section 286.0105, Florida Statutes If a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than 48 hours prior to the proceeding.

Barbara Herrera
City Clerk
City of Doral

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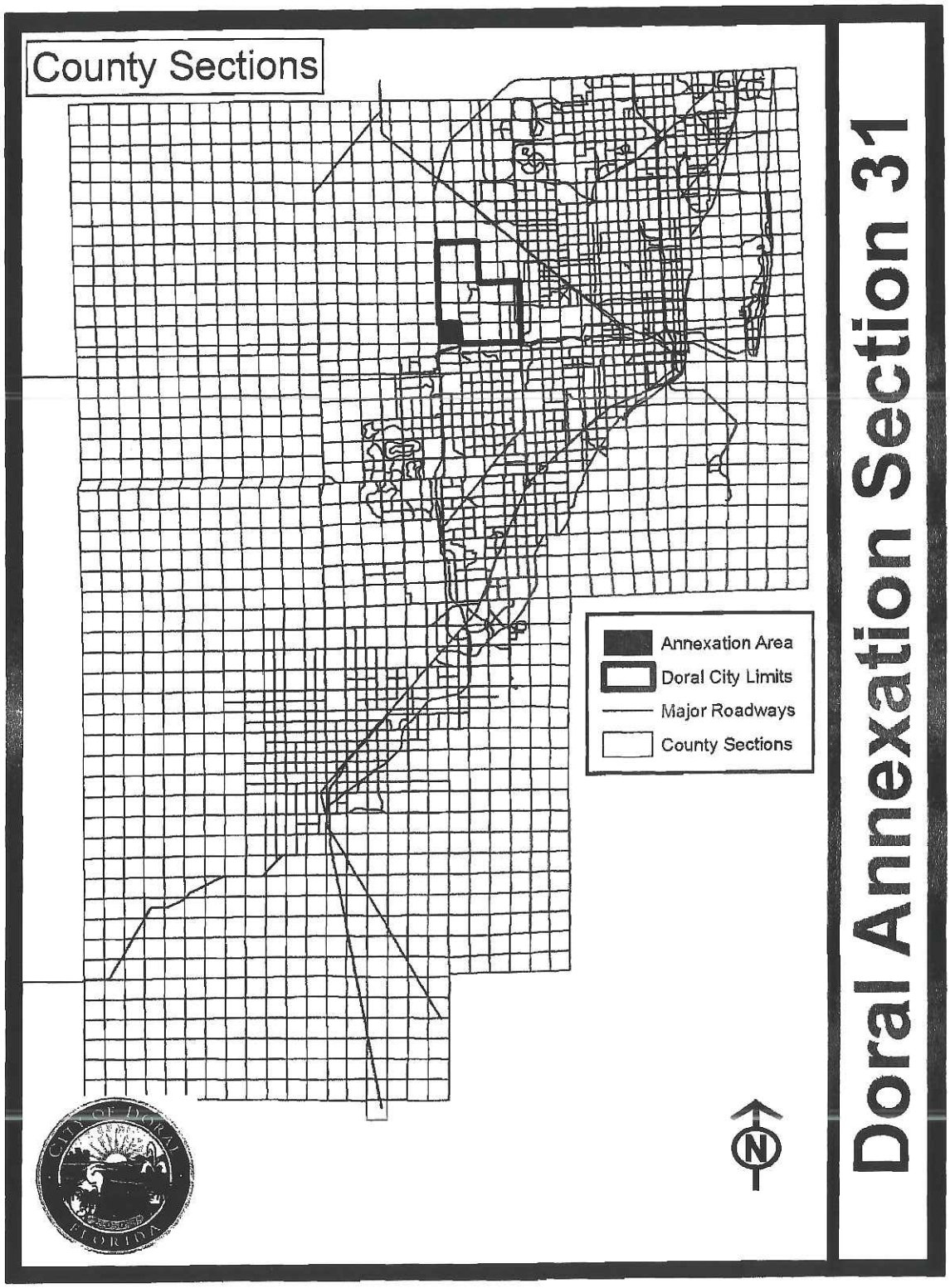
Map and Legal Description



All of Section 31, Township 53, Range 40

Totaling **639.2 Acres**

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Certificate of County Supervisor of Registration and Planning and Zoning Department

Elections Department and Planning and Zoning Department Request Letters and Responses

BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

August 26, 2009

Mr. Lester Sola, Supervisor of Elections
Miami-Dade County Elections Department
2700 NW 87th Avenue
Doral, FL 33172

RE: Certificate of the Supervisor Certifying the Number of Qualified Electors
City of Doral Annexation Request–Section 31, Township 53, Range 40

Dear Mr. Sola:

My client, the City of Doral, is initiating the process to have the above referenced Section of land annexed into the City and which is located southwest of and adjacent to the existing municipal boundaries or, northeast of the intersection of SR 836 and the HEFT. More particularly, the Section is bounded by NW 12th Street on the south, NW 107th Avenue on the east, NW 25th Street on the north, and NW 117th Avenue to the west. This square mile contains the Dolphin Mall.

As referenced in Chapter 20 "Municipalities", Section 3(C), a "Certificate of the County Supervisor of Registration certifying that the area involved in the proposed boundary change contains either more than two hundred fifty (250) residents who are qualified electors, or less than two hundred fifty (250) residents who are qualified electors." is required for the application submittal.

We would appreciate your assistance in this matter and respectfully request the referenced certification letter. If you have any questions, I may be reached at (786) 514-0121.

Very truly yours,

Alex A. David

Alex A. David, AICP

Attachment

cc: Nathan Kogon, AICP, Planning Director, City of Doral

80 SW 8th Street, Suite 2000 . Miami, FL 33130 . Office: 786.514.0121 . Fax: 305.423.7137
www.belldavid.com alex@belldavid.com

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MIAMI-DADE COUNTY

Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Tara C. Smith, Chief Deputy Supervisor of Elections of Miami-Dade County, Florida, do hereby certify the area described as the **City of Doral Annexation** has **0** voters.

WITNESS MY HAND
AND OFFICIAL SEAL,
AT MIAMI, MIAMI-DADE
COUNTY, FLORIDA,
ON THIS 6th DAY OF
AUGUST 2009

Tara C. Smith
Chief Deputy Supervisor of Elections
Miami-Dade County

Please submit a check for $110.00 to our office payable to the "Board of County Commissioners" for the cost of verifying these signatures.

Denying Evidence Entry Dec

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BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

August 26, 2009

Mr. Marc C. LaFerrier, Director
Miami-Dade County
Department of Planning & Zoning
111 NW 1st Street, 11th Floor
Miami, FL 33128

RE: Certificate of the Director Determining Percent of Residential Development
City of Doral Annexation Request – Section 31, Township 53, Range 40

Dear Mr. LaFerrier:

My client, the City of Doral, is initiating the process to have the above referenced Section of land annexed into the City and which is located southwest of and adjacent to the existing municipal boundaries or, northeast of the intersection of SR 836 and the HEFT. More particularly, the Section is bounded by NW 12th Street on the south, NW 107th Avenue on the east, NW 25th Street on the north, and NW 117th Avenue to the west. This square mile contains the Dolphin Mall.

As referenced in Section 20-3 (G) and pursuant to the Miami-Dade County Code, Chapter 20 "Municipalities", Section 20-9 "Election on proposed boundary changes; required", a determination by the Director of the Department of Planning and Zoning concerning the percentage of development within the annexed area is required.

Section 20-9 states: "... If a boundary change involves the annexation or separation of an area having two hundred fifty (250) or fewer resident electors, and the area is less than fifty (50) percent developed residential, the Commission may by ordinance effect the boundary change in accordance with Section 5.04.B of the Home Rule Charter. The determination of whether an area is more or less than fifty (50) percent developed residential shall be made in the sole discretion of the Director of the Department of Planning and Zoning."

We would appreciate your assistance in this matter and respectfully request the referenced certification letter. If you have any questions, I may be reached at (786) 514-0121.

Very truly yours,

Alex A. David

Alex A. David, AICP

Attachment
cc: Nathan Kogon, AICP, Planning Director, City of Doral
Gianni Lodi, Miami-Dade County Planning and Zoning Department

80 SW 8th Street, Suite 2000 . Miami, FL 33130 . Office: 786.514.0121 . Fax: 305.423.7137
www.belldavid.com alex@belldavid.com

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Memorandum

MIAMI-DADE COUNTY

Date: September 11, 2009

To: Diane Collins, Acting Division Chief
Clerk of the Board

From: Marc C. LaFerrier, AICP, Director
Department of Planning and Zoning

Subject: Certification of the City of Doral's Proposed Annexation – Section 31-53-40

This memo will serve to certify that, in accordance with Sec. 20-9 (a) of the Code of Miami-Dade County, I have determined that:

- The proposed annexation area, described below, is less than 50 percent developed residential. According with the 2007 land use records, as shown in the attached table and figure, there are only 1.6 acres of land in residential use (0.3 percent) within the proposed annexation area. The land area of the proposed annexation is approximately 639.2 acres.

- The proposed annexation area, which is shown in the attached figure and consists the entire Section 31-53-40, is generally located south of the NW 25th Street, north of NW 12th Street, east of the Homestead Extension of the Florida Turnpike and west of NW 107th Avenue.

Attachments

ML:SB:ES:GL

cc: Jorge Fernandez, Office of Strategic Business Management
Craig Coller, County Attorney's Office
Alex David, Consultant

Doral Annexation Area – Section 31-53-40

Existing Land Use

Land Use	Annexation Area (Acres)	Annexation Area (Percent of Total)	City of Doral Area (Acres)	City of Doral (Percent of Total)	Miami-Dade County Area (Acres)	Miami-Dade County (Percent of Total)
RESIDENTIAL	1.6	0.3	1,229.87	12.9	109,245.01	7.1
COMMERCIAL & SERVICE	150.6	23.6	832.455	8.7	13,949.19	0.9
TRANSIENT-RESIDENTIAL	10.1	1.6	119.332	1.2	723.329	0.0
INDUSTRIAL	167.5	26.2	1,601.36	16.7	17,491.27	1.1
INSTITUTIONAL	11.7	1.8	220.511	2.3	14,261.35	0.9
PARKS AND RECREATIONAL OPEN SPACE	0.0	0.0	1,156.59	12.1	790,600.94	51.0
TRANSPORTATION, COMMUNICATION, AND UTILITIES	141.1	22.1	1,786.32	18.7	87,463.28	5.6
AGRICULTURE	0.0	0.0	208.981	2.2	61,463.45	4.0
UNDEVELOPED	121.6	19.0	1,433.52	15.0	134,573.99	8.7
INLAND WATER	35.2	5.5	974.206	10.2	40,937.33	2.6
COASTAL WATER BAYS AND OCEAN	0.0	0.0	0	0.0	278,003.29	18.0
Total	639.2	100.0	9,563.14	100.0	1,548,712.45	100.0

Source: Miami-Dade County Department of Planning and Zoning, Research Section September, 2009

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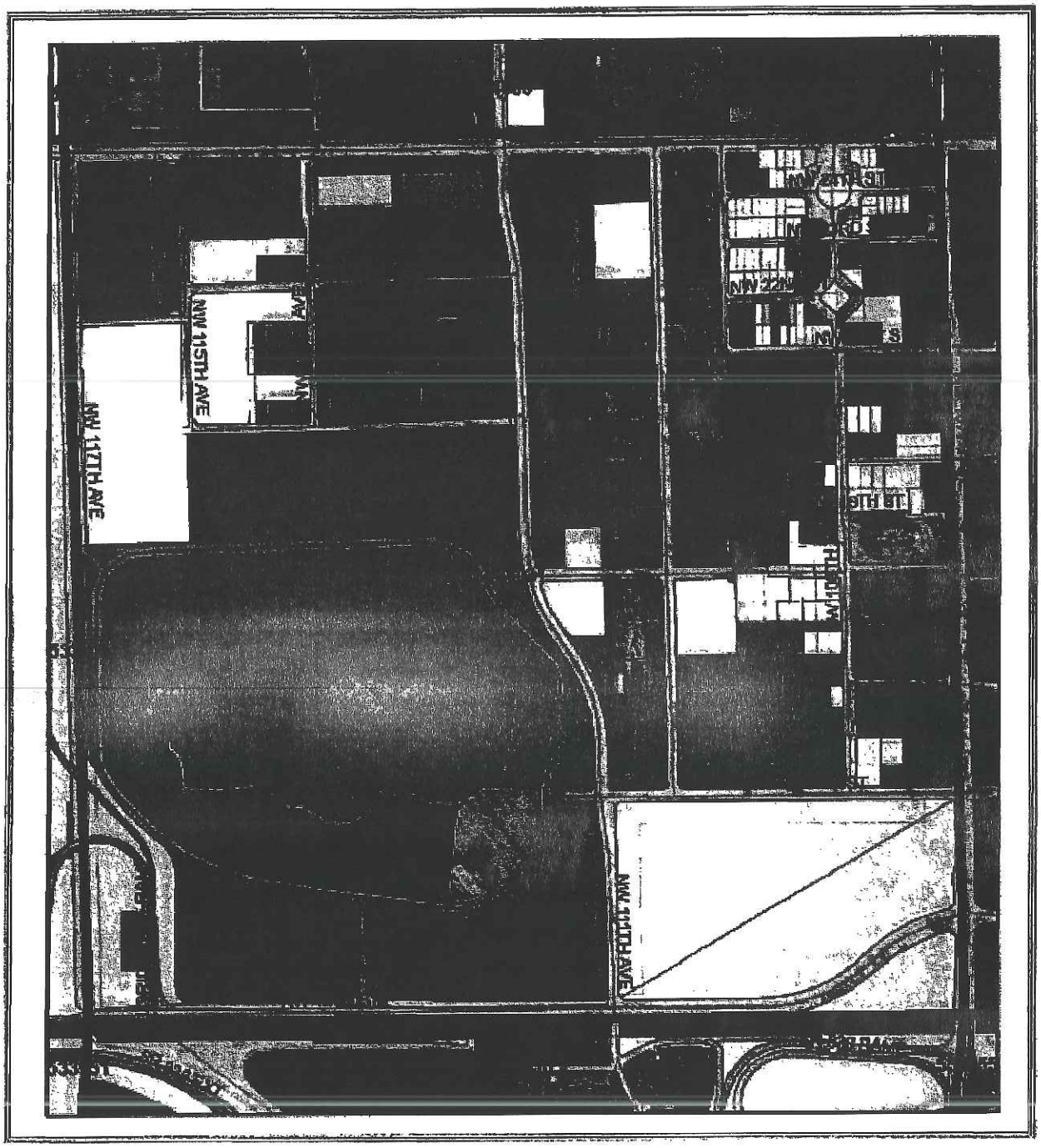
CITY OF DORAL ANNEXATION AREA



Legend

- SINGLE FAMILY
- TWO-FAMILY DUPLEXES
- MOBILE HOME PARKS
- TOWNHOUSES
- LOW DENSITY MULTI-FAMILY
- HIGH DENSITY MULTI-FAMILY
- TRANSIENT RESIDENTIAL (HOTEL, MOTEL)
- COMMERCIAL, SHOPPING CENTERS, STADIUMS
- OFFICE
- INSTITUTIONAL
- INDUSTRIAL (EXTRACTION)
- INDUSTRIAL
- AIRPORTS, PORTS
- COMMUNICATIONS, UTILITIES, TERMINALS
- STREETS, ROADS, EXPRESSWAYS, RAMPS
- STREETS, ROADS, EXPRESSWAYS, RAMPS
- AGRICULTURE
- PARKS, PLAYGROUNDS, CONSERVATION AREAS
- WATER CONSERVATION AREAS
- VACANT, GOVERNMENT OWNED
- VACANT, PROTECTED, PRIVATELY OWNED
- VACANT, UNPROTECTED
- INLAND WATERS
- OCEAN, BAYS, GULF

N

0 0.05 0.1 0.2 0.3 0.4 Miles

MIAMI-DADE COUNTY

Miami Dade County
Department of Planning and Zoning
Research Section

City of Doral Proposed Annexation Area
Existing Land Uses
Legal Description: Section 31, Township 53 South, Range 40 East

Existing Land Use	Acreage
Residential	1.6
Commercial & Office	150.6
Hotels and Motels	10.1
Industrial	167.5
Institutional	11.7
Parks & Recreation Open Space	0.0
Transportation, Communications, Utilities	141.1
Agriculture	0.0
Undeveloped	121.6
Inland Water	35.2
Coastal Water	0.0
TOTAL	**639.2**

Source: Department of Planning and Zoning, 2009

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Statement of Reason for Boundary Changes

The proposed annexation area as shown abuts the City of Doral along both NW 25th Street and NW 107th Avenue. Annexing the approximately 1.0 square mile area will insure that a high quality of life be maintained for businesses and visitors and will remain as such through continued proper planning and development practices. It is a fact that the excellent quality of existing and proposed development within the annexation area is compatible with and complementary to development already existing in Doral's surrounding office and industrial zones. Additionally, annexing this area will "square off" the City's boundary and relieve the County of an enclave already bounded by the City of Doral on the north and east, and by the major transportation arteries of the HEFT on the west and SR 836 on the south.

As stated in the previous paragraph, proper planning and development practices and compatibility are extremely important to the City.

Again, through more localized planning, review and enforcement of regulations the needs of this very important employment and economic center will be fully realized.

Finally, since the City of Doral is fiscally very sound there has been no need to adjust the millage rate since the date of incorporation.

Notification of Property Owners of City Intent

For the formal hearing by the City to proceed with the annexation mailed notice was sent to property owners within the area and within 600 feet thereof. Proof of compliance with this section shall be required. (See Attachment "A" - CERTIFIED LIST OF PROPERTY OWNERS)

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Land Use Plan and Zoning

The designated future land uses are: Industrial and Office, Business and Office, Transportation and Water. The square mile is a mix of zoning districts but predominantly business and industrially zoned. These designations are shown on the Miami-Dade County Comprehensive Development Master Plan Future Land Use Plan Map and the respective Zoning Map.

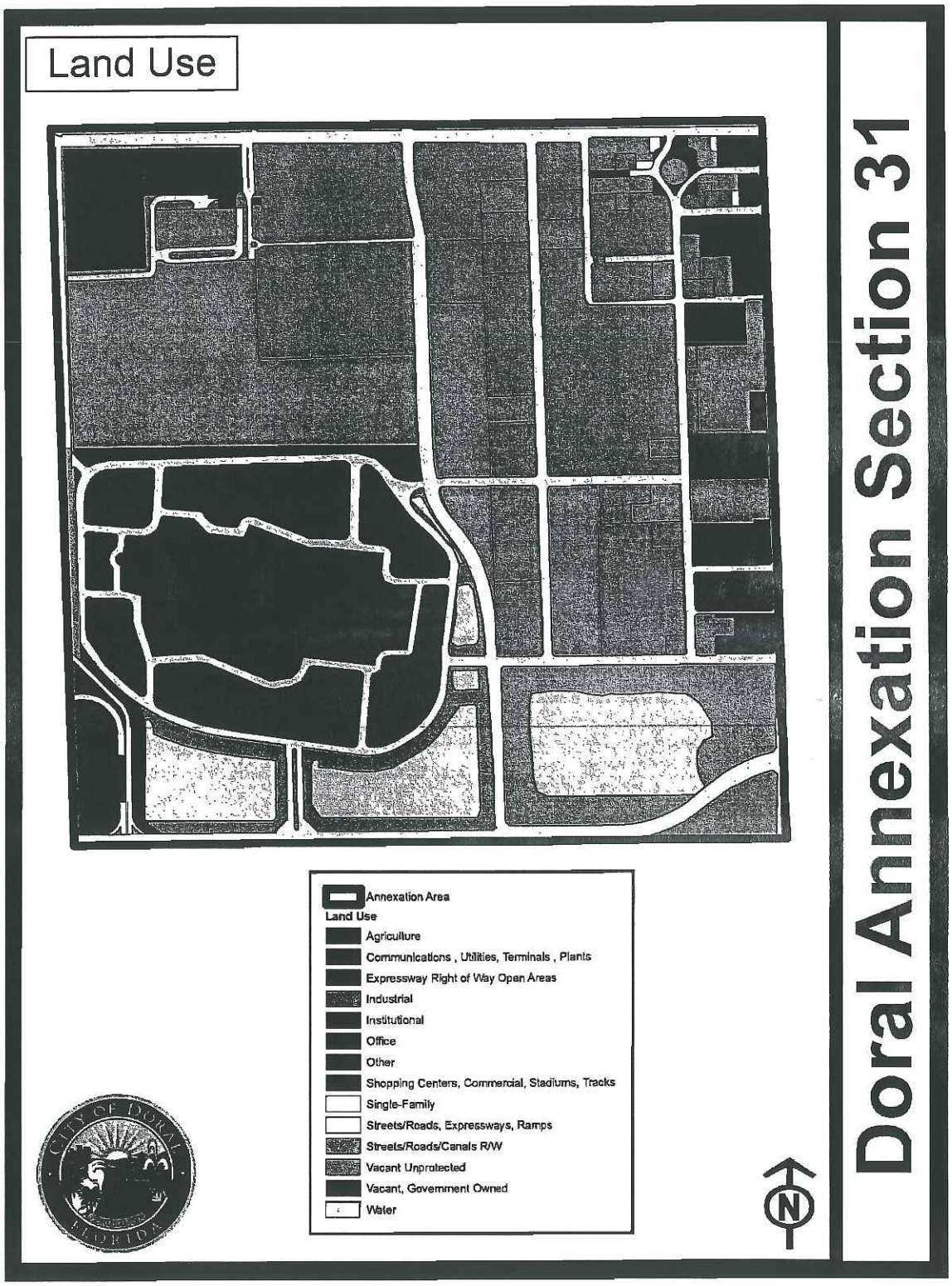
According to the Inventory of Existing Land Uses provided by the Miami-Dade County Department of Planning & Zoning the Annexation Area is approximately 1.0 square mile (639.2 acres) in size. The following table details the major land use categories by number of acres and percentage of total. A map of the existing land uses is on the following page.

Table 1.
Inventory of Land Uses

Land Use	Number of Acres	Percent of Total
Residential	1.6	0.3
Commercial & Office	150.6	23.6
Hotels and Motels	10.1	1.6
Industrial	167.5	26.2
Institutional	11.7	1.8
Parks & Recreation Open Space	0.0	0.0
Transportation, Communications, Utilities	141.1	22.1
Agriculture	0.0	0.0
Undeveloped	121.6	19.0
Inland Water	35.2	5.5
Coastal Water	0.0	0.0
TOTAL	**639.2**	100.0

The City has adopted its Comprehensive Development Master Plan; however, it is not currently effective. Additionally, the City adopted its first Land Development Code.

Existing Land Use Map - 2009



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Future Land Use Designation for Section

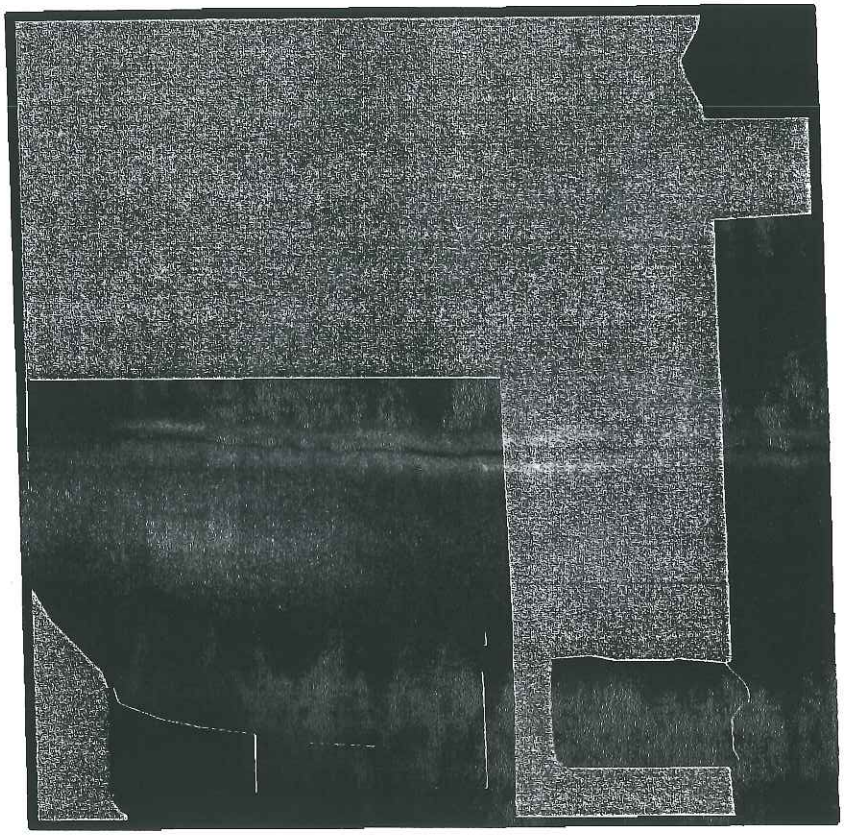
Section 31 53 40 is designated Industrial and Office, Business and Office, Transportation and Water on the Miami-Dade County Future Land Use Plan Map. Upon annexation, the City will re-designate those properties to the City's closest Land Use equivalent.

Please see Future Land Use Plan Map for more detailed Land Use designation locations.

Also, for reference purposes, the relevant Land Use Designation descriptions are included and were obtained from the Miami-Dade County Comprehensive Development Master Plan 2015-2025 and the City of Doral Comprehensive Development Master Plan.

Doral Annexation Section 31

Future Land Use



Annexation Area

Future Land Use

- Transportation
- Water
- Business and Office
- Industrial and Office

N

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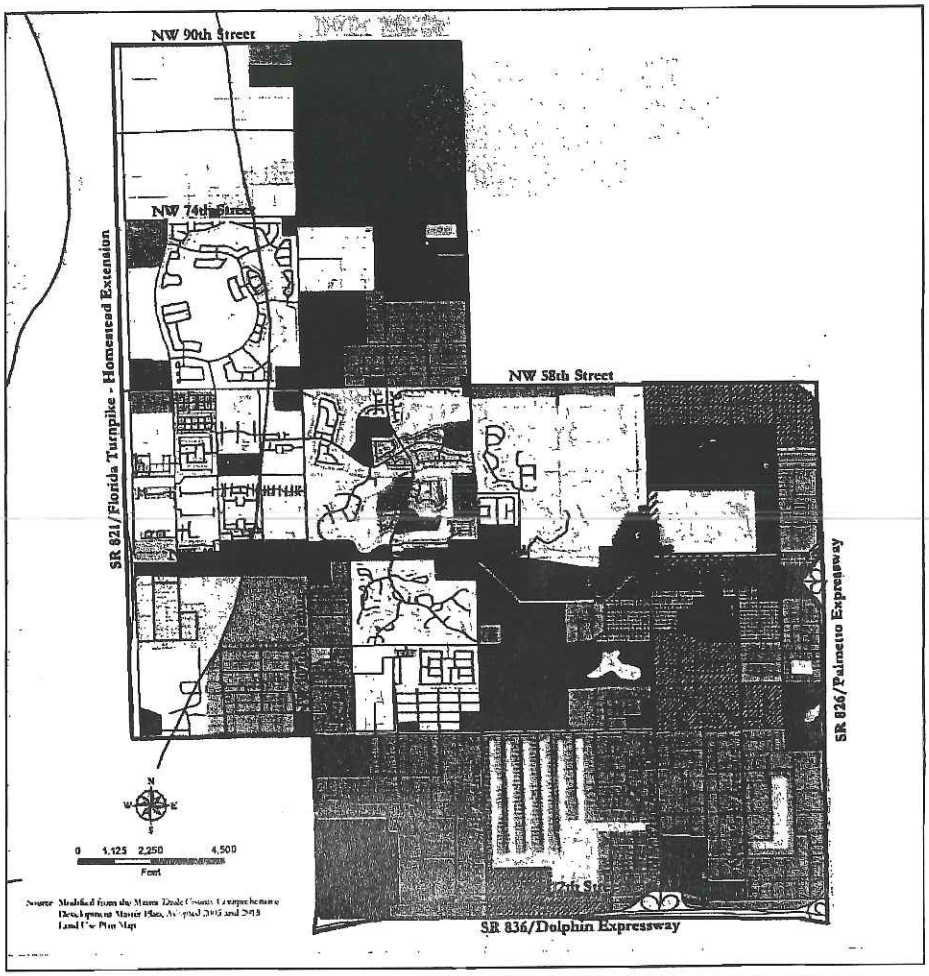


Source: Modified from the Miami-Dade County Comprehensive Development Master Plan, Adopted 2005 and 2013 Land Use Plan Map

Comprehensive Plan
Future Land Use Map

Exhibit 1

Legend

Land Use Categories

- Estate Density Residential (up to 6 D.U. per Gross Acre)
- Low Density Residential (up to 10 D.U. per Gross Acre)
- Moderate Density Residential (up to 13 D.U. per Gross Acre)
- Medium Density Residential (up to 19 D.U. per Gross Acre)
- High Density Residential (up to 25 D.U. per Gross Acre)
- Downtown Mixed Use
- Community Mixed Use
- Traditional Neighborhood Development
- Business
- Office
- Office/Residential
- Industrial
- Restricted Industrial
- Institutional and Public Facility
- Public Parks and Recreation
- Private Parks and Open Space
- Environmentally Protected Parks

Other Features

- Downtown Mixed Use Opportunity Area
- Community Mixed Use Opportunity Area
- Urban Central Business District (UCBD) designation
- Regional Activity Center (RAC) designation
- Expressway Rights-of-Way
- Water Bodies
- Northwest Wellfield Protection Area
- Doral City Limit

Notes:
DU = Dwelling Unit

Kimley-Horn and Associates, Inc.

Adopted April 26, 2016

Future Land Use Plan Map Designations (Miami-Dade County)

Industrial and Office

Industries, manufacturing operations, warehouses, mini-warehouses, office buildings, wholesale showrooms, distribution centers, merchandise marts and similar uses are permitted in areas designated as "Industrial and Office" on the LUP map. Also included are construction and utility-equipment maintenance yards, utility plants, public facilities, hospitals and medical buildings. The full range of telecommunications facilities, microwave towers, radar stations and cell towers is also allowed. Very limited commercial uses to serve the firms and workers in the industrial and office area are allowed dispersed as small business districts and centers throughout the industrial areas. Hotels and motels are also authorized. Freestanding retail and personal service uses and shopping centers larger than 10 acres in size are prohibited in these areas because they would deplete the industrial land supply and they are better located in commercially designated areas and in closer proximity to residential areas. Freestanding retail and personal service uses and shopping centers that are approved in Industrial and Office areas should front on major access roads, particularly near major intersections. In addition, uncommon commercial uses such as amusement uses, and others with unusual siting requirements may also be considered at appropriate locations. Quarrying activities and ancillary uses may also be approved in areas designated Industrial and Office where compatible with the surrounding area and environment. The specific range and intensity of uses appropriate in a particular Industrial and Office area vary by location as a function of the availability of public services and access and, among other factors, compatibility with neighboring development. Through the zoning review process, use of particular sites or areas may be limited to something less than the maximum allowed in this category. Moreover, special limitations may be imposed where necessary to protect environmental resources.

If the land is the subject of an application for rezoning, zoning approval or a plan amendment and is located in an MSA with less than a 15-year supply of industrial land, in order to receive approval for a non-industrial use, the applicant must demonstrate that such use will not have a significant adverse impact on future industrial development.

In general, the typical residential development is incompatible with major industrial concentrations and shall not occur in areas designated as "Industrial and Office" on the LUP map to avoid use conflicts and for health and safety, and residential service planning, reasons.

Exceptions may be granted for the following: (1) the development of live-work or work-live buildings or the adaptive reuse of existing structures for these purposes in areas of light industrial uses such as office, wholesale, distribution and the assembling of pre-manufactured parts: (2) the development of a TND as provided herein: and (3) the residential development of a portion of an industrially designated area where the portion is, a) 10 acres or smaller and is bounded on two or more sides by existing residential development or zoning, or is b) the perimeter of a Plan-designated industrial area which perimeter does not exceed 150 feet; and c) the subject portion of the industrially designated site immediately adjoins a currently developed or platted residential area and the Director of the Department of Planning and Zoning determines that the inclusion of a residential component in the Industrially designated area, designed to provide compatible transition along the boundary, is the best means of maintaining the quality of the adjoining residential area.

Notwithstanding the foregoing, applications for residential zoning that were properly filed prior to August 25, 2000, can be considered where adjoining land is residentially zoned, designated or developed. Residential developments in this land use category may participate in the inclusionary zoning program. The properties utilized for residential development will be eligible within the limits provided in this paragraph for the density allowances of the inclusionary zoning program in the Residential Communities section.

TNDs may be permitted in Industrial and Office areas where: 1) compatible with nearby development and with the objectives and policies of this Plan, 2) necessary services exist or will be provided by the developer, and 3) adjacent to land designated Residential Communities on the LUP map (including across an abutting major or minor roadway) along 30 percent or more of the total perimeter of the TND, provided that land designated Residential Communities exists along at least some portion of two or more sides. (Multiple sides created by an out parcel shall count as one side only.) TNDs located within Industrial and Office areas shall allocate to Workshop Uses a minimum of 15 percent and a maximum of 30 percent of the gross built-up area planned for development within a TND, and shall have a residential density no greater than the average of the adjacent Residential Communities designations or ten units per acre, whichever is higher. Workshop Uses shall be oriented to adjacent non-residential areas, while the residential uses shall be oriented to the adjacent Residential Communities designations. All criteria for TNDs enumerated in the Residential Communities section of this Chapter, other than the provisions governing percent of built-p area which may be devoted to workshop uses addressed herein and the maximum permitted residential density, shall govern the development of TNDs in areas designated Industrial and Office.

Business and Office

This category accommodates the full range of sales and service activities. Included are retail, wholesale, personal and professional services, call centers, commercial and professional offices, hotels, motels, hospitals, medical buildings, nursing homes (also allowed in the institutional category), entertainment and cultural facilities, amusements and commercial recreation establishments such as private commercial marinas. Also allowed are telecommunication facilities such as cell towers and satellite telecommunication facilities (earth stations for satellite communication carriers, satellite terminal stations, communications telemetry facilities and satellite tracking stations). These uses may occur in self-contained centers, high-rise structures, campus parks, municipal central business districts or strips along highways. In reviewing zoning requests or site plans, the specific intensity and range of uses, and dimensions, configuration and design considered to be appropriate will depend on locational factors, particularly compatibility with both adjacent and adjoining uses, and availability of highway capacity, ease of access and availability of other public services and facilities. Uses should be limited when necessary to protect both adjacent and adjoining residential use from such impacts as noise or traffic, and in most wellfield protection areas uses are prohibited that involved the use, handling, storage, generation or disposal of hazardous material or waste, and may have limitations as to the maximum buildable area, as defined in Chapter 24 of the County Code. When the land development regulations are amended pursuant Policies LU-9P and LU-9Q, live-work and work-live developments shall be permitted on land designated as Business and Office, as transitional uses between commercial and residential areas.

Residential uses, and mixing of residential use with commercial, office and hotels are also permitted in Business and Office areas provided that the scale and intensity, including height and floor area ratio of the residential or mixed use development, is not out of character with

that of adjacent or adjoining development and zoning, and it does not detrimentally impact, and it provides a sensitive well designed transition to any adjacent or adjoining residentially developed or designated areas of different development intensity. Where these conditions are met residential development may be authorized to occur in the Business and Office category at a density up to one density category higher than the LUP-designated density of the adjacent or adjoining residentially designated area on the same side of the abutting principal roadway, or up to the density of any such existing residential development, or zoning if the adjacent or adjoining land is undeveloped, whichever is higher. If there is no adjacent or adjoining residential use existing, zoned or designated on the same side of the roadway, the maximum allowable residential density will be that which exists or which this plan allows across the roadway. Where there is no residential use, zoning or designation on either side of the roadway, the intensity of residential development, including height, bulk and floor area ratio shall be no greater than that which would be permitted for an exclusively commercial use of the site. Where SURs or TDRs are transferred to Business-designated parcels which are zoned or to be used for residential development, or when a residential project utilizes the inclusionary zoning program the allowances of the Residential communities section may be used within the limits provided in this paragraph.

Transportation (including Terminals)

The LUP map includes a summarized portrayal of the major components of Miami-Dade County's existing and future transportation network. Included are roadways, rapid transit corridors, railways and major switching yards, and such major terminals as the County airports and the Miami-Dade Seaport. This information is included on the LUP map to provide orientation and locational references, and to relate future development patterns to the future transportation network. The Transportation and Capital Improvements Elements of the CDMP provide additional details about these facilities, including their intended sizes, functions, uses, and designs and, with the exception of local streets, schedules of improvements.

As provided in the policies of the Transportation Element, transportation facilities such as terminals and transit stations shall contain the transportation uses and may contain other uses as provided in the applicable Transportation Subelement. Railroad terminals may include uses designed to serve the traveling public and on-site employees, such as offices, personal services, retail activities, restaurants, auto rental business, and lodging establishments. Rail yards may also be developed with industrial, office and similar uses that are customary and incidental to the primary railroad use.

All proposed uses on lands owned by Miami-Dade County at the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport that are designated as Terminal on the LUP map, may be developed for the uses described in this subsection. All proposed uses on such lands shall comply with the requirements of the Future Aviation Facilities Section of the Aviation Subelement, shall be compatible with, and not disruptive of, airport operations occurring on such lands, and shall comply with all applicable regulations of the Federal Aviation Administration and other applicable law.

The airside portion of the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport, which shall be deemed to consist of all portions of the airports where general public access is restricted (but not including terminal concourses), shall be limited to aviation uses, including but not limited to airfield uses such as runways, taxiways, aprons, runway protection zones, landing areas, and

support and maintenance facilities such as control towers, flight service stations, access roads, fire stations, and fuel farms. Where not otherwise prohibited by law, open space and interim or existing agricultural uses and zoning may also be permitted in the airside portion, subject to such conditions and requirements as may be imposed to ensure public health and safety.

The landside portion of these airports, which shall be deemed to consist of all portions of the airports where general public access is not restricted and terminal concourses only at Miami International Airport, may include both aviation uses and non-aviation uses that are compatible with airport operations and consistent with applicable law. At least one third of the land area in the landside portion must be developed with aviation-related uses or uses that directly support airport operations.

Aviation uses where general public access is allowed may include existing uses and the following or substantially similar uses:

- passenger terminal area, which may include non-aviation related uses designed to serve the traveling public and on-site employees, such as offices, personal services, retail activities, restaurants, auto rental businesses, and lodging establishments,
- parking garages and lots serving the airport,
- access roadways serving the airport,
- offices of aviation industry companies and the Miami-Dade County Aviation Department,
- facilities of fixed base operators,
- hangar rentals and tie downs,
- ground transportation services,
- aircraft and automobile rental establishments,
- aviation-related educational uses such as flight schools, simulator training facilities,
- helicopter and aerobatics training and other educational facilities providing aviation courses,
- aviation-related governmental agency facilities,
- flying club facilities,
- aviation-related entertainment uses such as skydiving establishments, museums and sightseeing services, and
- aviation-related retail uses such as aircraft sales, electronic an instrument sales and pilot stores.

Subject to the restrictions contained herein, the following privately owned non-aviation-related uses may be approved in the landside area of the Opa-locka Executive Airport, Kendall-Tamiami Executive Airport, Homestead General Aviation Airport, and Miami International Airport accessible to the general public:

- lodgings such as hotels and motels (except for Homestead General),
- office buildings (except for Homestead General),
- lodgings and office buildings at Miami International Airport (except in terminal concourse),
- industrial uses such as distribution, storage, manufacturing research and development and machine shops(except for Homestead General),
- agricultural uses, and
- retail, restaurants, and personal service establishments (except for Homestead General).

Such privately owned non-aviation related uses at the Opa-locka Executive, Miami International, Kendall-Tamiami Executive and Homestead General Aviation airports shall be limited as follows:
(1) Those portions of the landside area at Opa-locka Executive, Miami International, and Kendall-Tamiami Executive airports that are not developed for uses that are aviation related or directly supportive of airport operations shall range from 50 to 85 percent for industrial uses, 5 to 25 percent for commercial uses, 5 to 25 percent for office uses, 0 to 10 percent for hotels and motels, and 0 to 20 percent for institutional uses. The distribution, range, intensity and types of such non-aviation related uses shall vary by location as a function of the availability of public services, height restrictions, CDMP intensity ceiling for the Urban Infill Area (FAR of 2.0 not counting parking structures) at Opa-locka Executive and Miami International Airports or for the Urbanizing Area (FAR of 1.25 not counting parking structures) at Kendall-Tamiami Executive Airport, impact on roadways, access and compatibility with neighboring development. Freestanding retail and personal service uses and shopping centers shall front on major access roads preferably near major intersections, where practical, and have limited access to major roadways.
(2) Those portions of the landside area at Homestead General Aviation Airport that are not developed for uses that are aviation-related or directly supportive of airport operations shall be developed with agricultural uses.
(3) Each non-aviation related use shall comply with applicable law, including but not limited to FAA regulations and any airport layout plan governing permissible uses on the entire airport property.

The Port of Miami and downtown Miami maritime park areas are also included in this category. Because the CDMP does not generally preempt municipal plans and because the City of Miami comprehensive plan allows a broad range of land uses and facilities in addition to transportation facilities, it is the intent of the CDMP that all actions of the County with regard to development in the downtown Miami maritime park area are deemed to be consistent with the CDMP if consistent with the adopted comprehensive plan of the City of Miami. Further, notwithstanding the City's comprehensive plan, it is the intention of the CDMP that Port developments on Dodge and Lummus Islands and on the mainland may include other uses including, but not limited to, commercial, recreational and cultural uses accessible to Port users, County visitors and residents.

The summarized roadway classification used on the LUP map distinguishes between Limited Access facilities, Major Roadways (3 or more lane arterials and collectors) and Minor Roadways (2 lane arterials and collectors). Also shown are existing and proposed Rapid Transit corridors. The term rapid transit, as used herein, includes any public heavy rail or light rail, or busses operating on exclusive bus lanes. The transportation network depicted is a year 2025 network that will develop incrementally as funding becomes available. In addition, rapid transit corridors may be provided with an interim type of service such as express bus service during much of the planning period while more permanent facilities are being planned, designed and constructed. The roadway and transit alignments shown in the CDMP are general indications of the facility location. Specific alignments may be modified through detailed transportation planning, DRI review and approval processes, subdivision platting, highway design and engineering or other detailed planning or engineering processes. Moreover, most station locations along future rapid transit lines are not identified in the Plan; they will be selected as part of the detailed planning of transit facilities in the corridor.

Because of the critical relationships between transportation facilities and the land uses served and impacted by those facilities, land use and transportation planning decisions must be made

in direct concert with one another. Accordingly provisions for nonlocal roadways, public mass transportation facilities, rail lines, airports and the Miami-Dade Seaport facilities contained in the Transportation Element should not be amended without concurrent evaluation and, as applicable, amendment of the Land Use Plan map. In particular, extension or widening Major or Minor Roadways beyond 2 lanes outside the Urban Development Boundary (UDB) of the LUP map may occur only if indicated on the LUP map.

Water

This category includes all natural waters such as coastal waters and navigable rivers or waters. Water-dependent uses and water-related uses along coastal shorelines as discussed under Objective CM-5 as well as ancillary structures or uses may be permitted for flood control or recreational purposes. Man-made water bodies are permitted in any land use category subject to applicable environmental regulations.

Equivalent City of Doral Future Land Use Designations

* *Industrial* - This category allows industries, manufacturing operations, warehouses, mini-warehouses, office buildings, showrooms, distribution centers, merchandise marts, utility maintenance yards, utility plants, public facilities, hospitals, medical buildings, hotels, convention facilities, restaurants, banks, university and college facilities, hotels, and similar uses. No rock quarrying or ancillary uses are allowed in I. Within the I category, retail and service uses may be integrated within a project (land under unified control) in an amount not to exceed 15 percent of the total floor area. Building height is limited to the width of the public right-of-way fronting the subject property and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Office* - This category accommodates corporate, commercial and professional offices, hotels, medical buildings, and entertainment and cultural facilities. Five (5) percent of the floor area of Office parcels may contain retail and services uses. The maximum height allowed in this category is 14 stories and landscaped open space must comprise a minimum of 15% of a project site. Office parcels may be approved city-wide, including the mixed use opportunity areas, and must exhibit the same level of community design excellence and connectivity to surrounding areas as required in the DMU and CMU areas. The new City Land Development Code should establish office zoning categories that reflect differing levels of intensity based on location in Doral. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking.

* *Business* - This category accommodates the full range of sales service activities including retail, wholesale, personal and professional services, commercial and professional offices, hotels, motels, hospitals, theaters, medical buildings, nursing homes, entertainment and cultural facilities, amusement and commercial recreation establishments. Building height is limited to no more than six (6) stories and landscaped open space must comprise a minimum of 15% of a project site. Floor area ratio (FAR) is limited to 0.5 for the first floor and 0.25 for every additional floor, exclusive of structured parking. In the Business land use strip immediately west of the Miami-Dade County Resource Recovery Facility along (theoretical) NW 102nd Avenue, uses that exhibit 24-hour site usage such as hotels, motels, hospitals, and nursing homes are not allowed.

* *Water Bodies* - Water bodies depicted on the FLUM are not intended for any land use and are not counted toward gross density determinations for adjacent land areas unless they are inland waters wholly owned by the applicant.

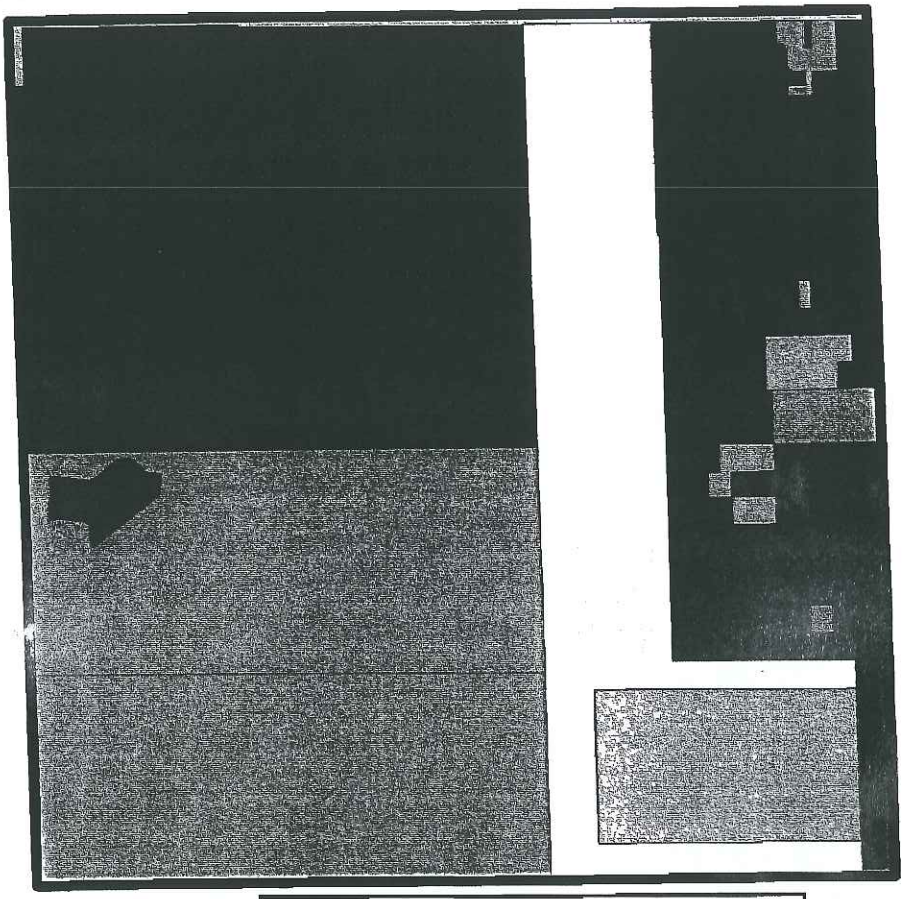
The City does not currently have an equivalent Land Use category for Transportation.

Zoning

The Annexation Area consists of lands zoned: Interim District (GU); Single-Family Residential (RU-1); Neighborhood Business District (BU-1); Limited Business District (BU-1A); Special Business District (BU-2); Liberal Business District (BU-3); Industrial, Light Manufacturing District (IU-1); Industrial, Heavy Manufacturing District (IU-2) and, Industrial District, Conditional, as shown on the Miami-Dade County Zoning Map. Upon annexation, the City will rezone those properties to the City's closest equivalent.

Doral Annexation Section 31

Zoning



Annexation Area

Zone

- INDUSTRIAL DISTRICT, CONDITIONAL
- INDUSTRIAL, HEAVY MANUFACTURING DISTRICT
- INDUSTRIAL, LIGHT MANUFACTURING DISTRICT
- INTERIM DISTRICT
- LIBERAL BUSINESS DISTRICT
- LIMITED BUSINESS DISTRICT
- NEIGHBORHOOD BUSINESS DISTRICT
- NO ZONING DESIGNATED
- SINGLE FAMILY RESIDENTIAL DISTRICT
- SPECIAL BUSINESS DISTRICT

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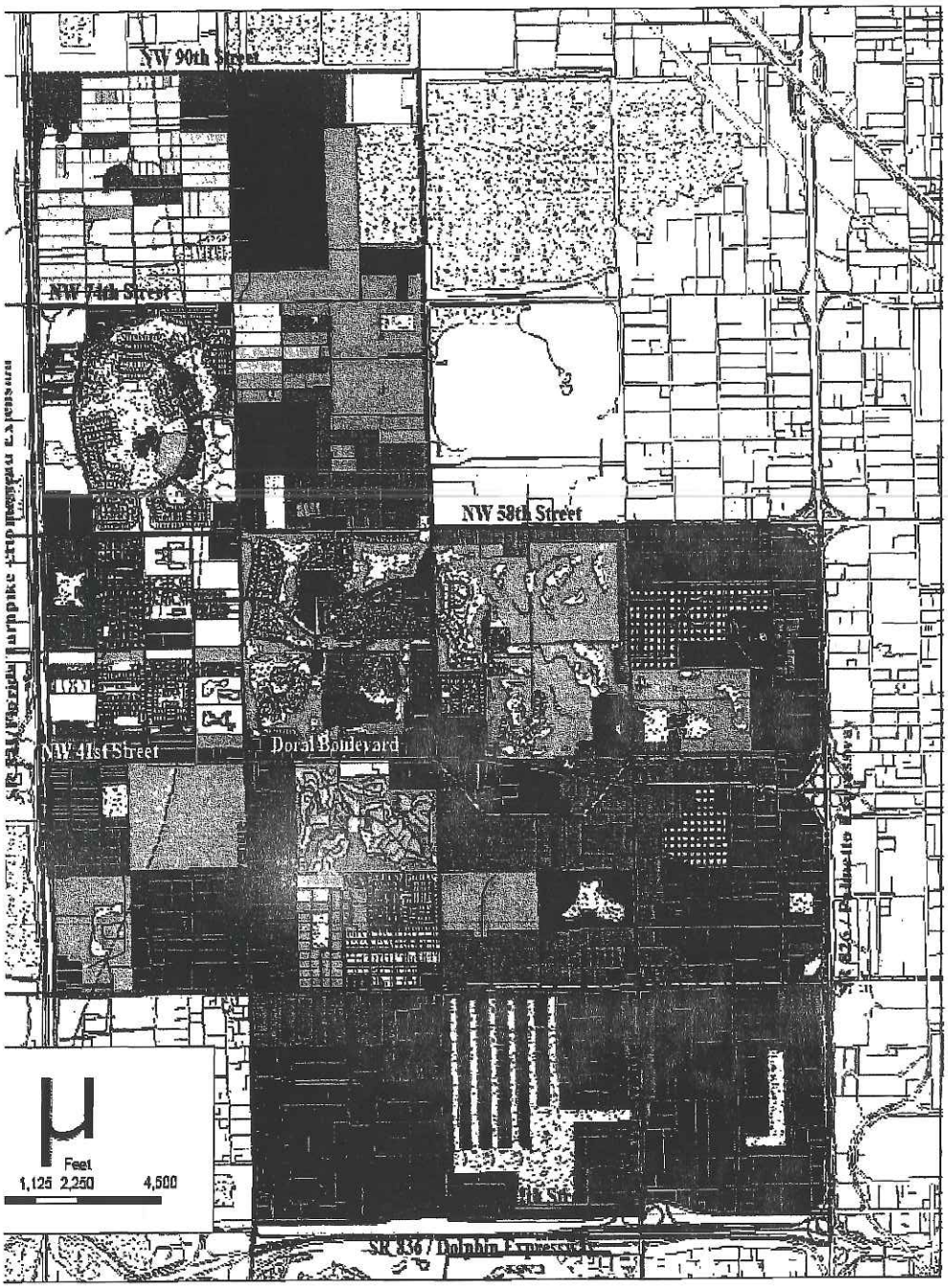

Land Development Code Zoning Map

Final Hearing - August 22, 2007

Legend

Zoning Districts

- SF-1 - Single Family - 1
- SF-2 - Single Family - 2
- SF-3 - Single Family - 3
- SF-4 - Single Family - 4
- SF-5 - Single Family -5
- MF-1 - Multi Family -1
- MF-2 - Multi Family -2
- MF-3 - Multi Family -3
- MF-4 - Multi Family -4
- O-1 - Office -1
- O-2 - Office -2
- O-3 - Office -3
- TND - Traditional Neighborhood Development
- CMU - Community Mixed Use
- DMU - Downtown Mixed Use
- PUD - Planned Unit Development
- NC - Neighborhood Commercial
- CC - Corridor Commercial
- IC - Industrial Commercial
- I - Industrial
- I-R - Industrial - Restrictive
- IPF - Institutional, Public Facilities & Parks
- GU - General Use
- PP - Private Parks
- CONSERV - Conservation Lands

Other Features

- Water Bodies
- Northwest Wellfield Protection Area
- Doral City Limit

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Zoning Districts (Miami-Dade County)

Article XIII. GU, Interim District

Sec. 33-194. Boundary.
The boundary of GU Interim District shall be the entire unincorporated area of the County, excepting the area specifically covered by another district.

Sec. 33-196. Standards for determining zoning regulations to be applied to GU property.
(A) All properties in the GU District, which are inside the Urban Development Boundary, as shown on the Land Use Plan Map of the Comprehensive Development Master Plan, and which have not been previously trended or otherwise approved through the public hearing process for a specific use, shall be subject to the following trend determination process:
If a neighborhood in the GU District is predominantly one (1) classification of usage, the Director shall be governed by the regulations for that class of usage in determining the standard zoning regulations to be applied, including setbacks, yard areas, type of structures, height, limitations, use, etc. For the purposes of this section, "trend of development" shall mean the use or uses which predominate in adjoining properties within the GU District which because of their geographic proximity to the subject parcel make for a compatible use. The Director shall be guided in determining what constitutes a neighborhood by limiting the evaluation to separate geographic areas, which may be designated by natural boundaries (rivers, canals, etc.) and/or man-made boundaries (roads, full-and half-section lines, etc.). The Director's decision shall be subject to appeal pursuant to the provisions of Section 33-311 of the Code. If no trend of development has been established in the GU neighborhood, minimum standards of the EU-2 District shall be applied. All lots subject to compliance with the standards of the EU-2 District shall contain a minimum land area of five (5) acres gross, unless a larger minimum lot size is required by the Comprehensive Development Master Plan.
Notwithstanding the foregoing, certain platting activity occurring prior to April 12, 1974, which created lots meeting the minimum requirements of the EU-1 District on April 12, 1974, shall qualify such lots for those uses permitted in the EU-1 District. Those lots shall include only those lots indicated on:
(1) Plats recorded prior to April 12, 1974; and
(2) Tentative plats approved as of April 12, 1974, and finally approved and recorded within ninety (90) days after such approval; and
(3) A tentative plat for single-family residential lots approved prior to April 12, 1974, if each lot in the approved tentative plat met the minimum standards of the EU-1 District, provided that no final plat or other tentative plat for the subject property was approved after April 12, 1974, and that as of December 31, 2003, a majority of the lots indicated on the tentative plat had been improved with residences pursuant to building permit in accordance with the tentative plat's provisions; and
(4) Waivers of plat approved prior to April 12, 1974; and
Parcels, other than the aforementioned platted lots or tentatively approved plat lots, that prior to April 12, 1974 were purchased under a contract for deed or deeded and met the minimum requirements of the EU-1 District shall be qualified for those uses permitted in the EU-1 District. However, if such deeded parcels were contiguous to and under the same ownership on April 12, 1974, and such deeded contiguous parcels are less than the five-acre minimum site size of the EU-2 District, but exceed the minimum standards of the EU-1 District, such property shall be considered as one parcel of land and cannot be divided or used except as one lot.

(B) All properties in the GU District, which are outside of the Urban Development Boundary as shown on the Land Use Plan Map of the Comprehensive Development Master Plan and which have not been previously trended by the Department or otherwise approved through the public hearing process for a specific use, shall be governed by the following regulations:
(1) All properties designated Agriculture on the Land Use Plan Map of the Comprehensive Development Master Plan shall comply with the regulations of the AU (Agricultural) District. Exceptions to this requirement are those properties designated Agriculture on the Land Use Plan Map of the Comprehensive Development Master Plan lying within the Areas of Critical Environmental Concern pursuant to Chapter 33B of this Code. Such properties shall comply with the regulations applicable under Chapter 33B.
(2) All properties designated Open Land or Environmental Protection on the Land Use Plan Map of the Comprehensive Development Master Plan shall be subject to the trend determination process outlined in Section 33-196(A). Exceptions to this requirement are those areas lying within the East Everglades Area Boundaries pursuant to Section 33B-13, which shall comply with the regulations applicable under the East Everglades Zoning Ordinance pursuant to Chapter 33B, and those areas within the Rockmining Overlay Zoning Area, which shall comply with the regulations contained in Article XLI of this code.

Article XIV. RU-1, Single-Family Residential District

Sec. 33-199. Uses--Permitted.
No land, body of water and/or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed, structurally altered or maintained for any purpose in a RU-1 District which is designed, arranged or intended to be used or occupied for any purpose other than the following, unless otherwise specifically provided herein:
(1) Every use as a one-family residence, including every customary use not inconsistent therewith, including a private garage.
(1.1) Workforce housing units in compliance with the provisions of Article XIIA of this code.
(2) Municipal recreation building, playgrounds, parks or reservations owned and operated by a municipality, County, State or the United States Government.
(2.1) Private recreation area, private recreation building or playground owned and maintained by a homeowner's or tenant association, provided same is approved in conjunction with approval of the subdivision at time of site plan approval or plat.
(3) Golf courses.
(4) Business telephone will be permitted in a residence provided no truck, heavy equipment, or similar vehicle is kept on the property and no storage or any other business activity is carried on.
(5) Noncommercial boat piers or slips for docking of private watercraft incidental to an existing residential use, except houseboats without power.
(6) Reserved.
(7) Servants' quarters, only upon approval after public hearing.
(8) Noncommercial pigeon lofts, provided the pigeons shall be housed in a structure meeting the requirements of the building code and the requirements of these regulations for accessory buildings; the activity shall be conducted in a manner meeting the requirements of the Health Department, provided birds shall not be exercised later than two (2) hours after sunrise and more than two (2) hours before sunset.
(9) Notwithstanding anything to the contrary in this Code, family day care and after-school care for children is permitted upon compliance with the following conditions:

(a) That the total number of children on the premises does not exceed five (5) in number, including in the count only preschool children of the resident family. Preschool children shall consist of children five (5) years of age or younger.
(b) That the age of the children, excluding those of the resident family, shall not exceed eleven (11) years of age.
(c) That the applicant secure a license from the Florida Department of Health and Rehabilitative Service to operate a family day care home at the subject property.
(d) Where applicable, compliance with the requirements of this Code pertaining to educational and child care facilities.
(e) Upon compliance with all conditions enumerated, a certificate of use and occupancy is secured from the Department.
(f) That the facility shall comply with the safety barrier requirements and restrictions enumerated in Section 33-151.18(j).
(10) A group home shall be permitted in a dwelling unit provided:
(a) That the total number of resident clients on the premises not exceed six (6) in number.
(b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of the Building and Zoning Department of said licensure no later than the time of home occupancy.
(c) That the structure used for a group home shall be located at least one thousand (1,000) feet from another existing, unabandoned legally established group home. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.
(11) Reserved.

Sec. 33-200. Same--Prohibited.
The following uses shall be prohibited in any RU-1 District, Single-family Residential District:
(1) Bee hives or the breeding or raising of any insects, reptiles or animals other than customary pets.
(2) The keeping, breeding, or maintaining of horses, cattle or goats.
(3) The raising of poultry or fowl.

Article XXIV. BU-1, Neighborhood Business District

Sec. 33-237. Purpose.
The purpose of the BU-1, Neighborhood District, is to provide for retail and service convenience facilities which satisfy the essential and frequent needs of the adjacent residential neighborhood.

Sec. 33-238. Uses permitted.
No land, body of water or structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed or structurally altered or maintained in any BU-1 District, which is designed, arranged or intended to be used or occupied for any purpose, except for one (1) or more of the following uses:
(1) Residential uses may be permitted as a combination of permitted business uses and residential uses housed in the same building; the floor area of the residential use shall not exceed fifty (50) percent of the floor area of the building.
(1.1) Workforce housing units in compliance with the provisions of this section and Article XIIA of this code.
(2) Antique shops.

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(3) Apparel stores selling new and/or used merchandise, provided such establishments offering used merchandise contain not more than four thousand (4,000) square feet of gross floor area. The incidental sales of used jewelry, used toys, and used furniture shall be permitted in conjunction with the sales of used apparel, provided that the floor area devoted to the display of those incidental sales items does not exceed thirty (30) percent of the total gross floor area of the apparel store.
(4) Art good stores, artist studios and photograph shops and galleries.
(5) Attended, non-motorized donation collection vehicles as described in Section 33-19; provided, however, that such attended non-motorized donation collection vehicles are placed only on improved property on sites of not less than one-half acre in size, in compliance with required setbacks, and not in required landscape areas or required parking areas and not in an area which would impede traffic circulation. It is further provided, that no attended non-motorized donation collection vehicle shall be placed within twenty-six hundred (2600) feet of another non-motorized donation collection vehicle; the distance shall be measured by following a straight line from the nearest property line where the proposed attended, non-motorized donation collection vehicle is to be located to the nearest property line of an existing attended, non-motorized donation collection vehicle. Notwithstanding any ordinance, resolution or administrative order to the contrary no fee shall be charged for the issuance of a certificate of use and occupancy.
(6) Banks, excluding drive-in teller service.
(7) Beauty parlors.
(8) Bakeries, retail only (baking permitted on premises).
(9) Barber shops.
(10) Bicycle sales, rentals and repairs (non-motorized).
(10.1) Computer, video, videogame and DVD stores, including the retail sale or rental of new hardware, software, players, videotapes and videogames, consoles, and related computer, video, videogame and DVD products, and the ancillary resale or exchange of pre-played computer, video, videogame and DVD products, provided such establishments contain not more than four thousand (4,000) square feet of floor area.
(11) Confectionery, ice cream stores and dairy stores.
(12) Conservatories and music and dance schools, provided no such establishment is located within five hundred (500) feet of any RU, or EU District except after approval after public hearing.
(13) Dairy stores.
(13.5) Drugstores.
(14) Donated goods centers for the acceptance only of new or used merchandise, upon compliance with the following conditions:
(a) The portion of the donated goods center which is open to the public shall not exceed 2000 square feet;
(b) A solid wall shall separate the public area of the donated goods center from the balance of the said center and shall prevent public access to the balance of said center;
(c) The donated goods center must be operated by an organization which has been incorporated as a not-for-profit organization under the laws of the State of Florida for a charitable purpose and which has been declared exempt from the payment of federal income taxes by the United States Internal Revenue Service;
(d) The donated goods must be accepted by personnel directly employed by or volunteers for the not-for-profit organization;
(e) The monetary proceeds resulting from the sale of donations collected at a donated goods center must be used in accordance with the organization's charitable purpose pursuant to Section 33-238(14)(c) to benefit persons within the boundaries of Miami-Dade County or

outside of Miami-Dade County to provide emergency relief for victims of natural, man-made or economic disasters;

(f) The operation of the donated goods center, the collection and use of donations and proceeds thereof must be conducted by said not-for-profit organization and not by a licensee, subcontractor or agent of the not-for-profit organization;

(g) A declaration of use in a form meeting with the approval of the Director shall be submitted to the Department prior to the issuance of a certificate of use and occupancy specifying compliance with the foregoing conditions. Said declaration of use shall include a floor plan for the intended use as required by the Department.

(15) Florist shops.

(16) Grocery stores, fruit stores, health food stores, delicatessen, meat and fish markets and other similar food stores, provided such establishments contain not more than four thousand (4,000) square feet of floor area.

(17) Hardware stores.

(18) Information booth, gate house and security station. The structure housing these uses shall comply with principal building setback requirements but need not comply with any minimum square foot requirements for the districts.

(19) Interior design shops, office and display only.

(20) Jewelry stores, including incidental sales and purchases of used jewelry.

(21) Leather goods and luggage shops.

(22) Mail order offices, without storage of products sold.

(22.1) Museum.

(23) Newsstand.

(24) Office buildings.

(25) Optical stores.

(26) Paint and wallpaper stores.

(27) Photograph galleries.

(28) Pottery shops.

(29) Restaurants and coffee houses or dining room where kitchen is screened or located altogether within an enclosed building or room and with ample provisions for carrying away or dissipating fumes, odors, smoke or noise and where premises are so arranged and the business is so conducted as not to be offensive or obnoxious to occupants of adjoining premises or to passersby. Restaurants and outdoor (where approved by public hearing) cafes may serve alcoholic beverages where such service is strictly incidental to the service of food and from a service bar only provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within.

(29.1) Religious facilities located inside the Urban Development Boundary. Religious facilities outside the Urban Development Boundary will be permitted only upon approval after public hearing.

(30) Schools, subject to compliance with the requirements of sections 33-151.11 through 33-151.22 of this code.

(31) Self-service post office which contains mechanical or computer equipment designed to provide limited postal service for walk-up trade.

(32) Shoe stores and shoe repair shops.

(33) Sporting goods stores.

(34) Tailor shops, provided such establishments contain not more than four thousand (4,000) square feet of floor area.

(35) Tobacco shops.

(36) Variety stores, provided such establishments contain not more than four thousand (4,000) square feet of floor area.

(37) Any property in a BU District may be used as access for egress and ingress only to property zoned in any BU classification or in any IU classification provided that both properties are under the same ownership.
(38) Outside walk-up window service (no outside stools, chairs or tables), in connection with establishments where the principal use is selling food and drink products, and where a sidewalk of at least seven (7) feet in width abuts the store unit concerned.

Article XXV. BU-1A, Limited Business District

Sec. 33-246. Purpose.
The purpose of the BU-1A, General Business District, is to provide for retail and service convenience facilities which satisfy the essential and frequent needs of the adjacent residential neighborhood as well as the more specialized commercial facilities which may serve several neighborhoods.

Sec. 33-247. Uses permitted.
No land, body of water and/or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, reconstructed, moved, maintained or occupied for any purpose in any BU-1A District, except for one (1) or more of the following uses:
(1) All uses permitted in the BU-1 District except that residential uses are subject to approval at a public hearing.
(1.1) Amusement center as defined in Section 33-1(5.1).
(2) Auditoriums.
(3) Automobile new parts and equipment, sales only.
(4) Automobile and light truck, new sales agency or rental shall be permitted only upon approval after public hearing and subject to the following conditions:
(a) That a continuous, densely planted greenbelt of not less than fifteen (15) feet in width, penetrated only at points approved by the Director and the Director of the Public Works Department for ingress or egress to the property, shall be provided along all property lines abutting public rights-of-way or properties zoned residential. Said greenbelt shall have shade trees planted at a maximum spacing of thirty (30) feet on center. The shade trees shall have a minimum caliper of two and one-half (2 1/2) inches at time of planting.
(b) That a decorative masonry wall at least five (5) feet in height shall enclose the vehicle storage area and repair area approved through public hearing. The placement of said wall and openings through same shall comply with the requirements contained elsewhere in this article.
(c) That all outdoor paging or speaker systems are expressly prohibited.
(d) That no repair work of any type is permitted on premises unless approved after public hearing.
(e) That accessory used vehicle sales shall be permitted providing said vehicles are late model and in operable condition.
(f) That the applicant obtain a certificate of use and occupancy which shall be automatically renewable yearly upon compliance with all terms and conditions applicable.
(5) Automobile service stations (which may include facilities available for sale of other retail products and services related to the servicing of automobiles) including rental of single axle hauling trailers. Plans for paved areas, driveways or curb cuts of service stations shall be submitted to and approved by the Department of Public Works and, where required, the Florida State Department of Transportation before a permit can be issued. As an accessory use, the service stations may perform minor automobile repairs as herein listed:
(a) Sale and servicing of spark plugs and batteries.
(b) Tire repair and servicing, but no recapping.

(c) Replacement of mufflers and tailpipes, water hose, fan belts, brake fluids, light bulbs, floor mats, seat covers, wiper blades, arms for windshields and replacement of grease retainers and wheel bearings.
(d) Radiator cleaning and flushing.
(e) Washing and polishing.
(f) Greasing and lubrication.
(g) Exchanging fuel pumps and installing fuel lines.
(h) Minor servicing or replacement of carburetors.
(i) Emergency wiring repairs.
(j) Adjusting brakes and installing or exchanging brake shoes.
(k) Tuning engines, with the exception of grinding valves, cleaning carbon or removing the head of engines and/or crankcases.
(l) Wheel balancing and aligning.
(m) Shock absorbers.
(6) Automobile self-service gas stations (as defined in Section 14-9 of the Code), subject to the following restrictions:
(a) Compliance with Chapter 14, Section 9 (fire prevention code).
(b) Attendant-control area to have clear visibility to all pumps, and this shall prohibit the use of attraction signs on the windows of said attendant-control area.
(c) Parking will be provided on the basis of one (1) space for each three hundred (300) square feet of retail product sales area, with a minimum of three (3) spaces which will be designed so as not to interfere with the gasoline dispensing operation.
(d) Where the gasoline/retail product sales uses are designed as one (1) structure, the building will receive full credit and the canopy one-half (1/2) credit toward the minimum square foot building requirement.
(7) Automobile storage within a building.
(8) Automobile tires, batteries and accessories (new) retail only installation permitted.
(9) Automobile washing.
(10) Bait and tackle shops.
(11) Banks, including drive-in teller service.
(12) Billiard rooms and pool rooms.
(13) Boats carrying passengers on excursion, sightseeing, pleasure or fishing trips.
(14) Bowling alleys, provided that such establishments are not located closer than five hundred (500) feet to an RU, or EU District, unless such building is so constructed as to prevent the emission of sound and vibration.
(15) Convention halls.
(16) Dancing halls or dancing academies in air conditioned buildings providing no intoxicating beverages of any kind are served, providing that such establishments are not located closer than five hundred (500) feet to an RU, or EU District, unless such building is so constructed as to prevent the emission of sound and vibration.
(17) Dog and pet hospitals in air-conditioned buildings.
(17.1) Donated goods centers, including drive-through drop-off facilities, for the acceptance and sale of new or used merchandise, excluding furniture and major appliances, upon compliance with the following conditions:
(a) The donated goods center must be operated by an organization which has been incorporated as a not-for-profit organization under the laws of Florida for a charitable purpose and which has been declared exempt from the payment of federal income taxes by the United States Internal Revenue Service;
(b) The donated goods must be accepted by personnel directly employed by or volunteers for the not-for-profit organization;

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(c) The monetary proceeds resulting from the sale of said merchandise must be used in accordance with the organization's charitable purpose to benefit persons within the boundaries of Miami-Dade County or outside of Miami-Dade County to provide emergency relief for victims of natural, man-made or economic disasters;

(d) The operation of the donated goods center, the collection and use of donations and proceeds thereof must be conducted by said not-for-profit organization and not by a licensee, subtenant, subcontractor or agent of the not-for-profit organization;

(e) The merchandise sold in the donated goods center must be neatly sorted and displayed.

(18) Dry cleaning establishments, using noninflammable solvents in self-contained dry cleaning units of the Prosperity type or Dedrick type or an equal approved by the Director, provided such establishments contain not more than four thousand (4,000) square feet of floor area.

(19) Electrical appliance and fixtures stores including related repair shops.

(20) Employment agencies.

(21) Furniture stores, retail of new merchandise only.

(22) Grocery stores.

(23) Handcrafted-products shop.

(24) Health and exercise clubs, including bath and massage parlors.

(24.1) Home improvement centers, subject to the conditions enumerated below. As used herein, a home improvement center is a facility engaged in the retail sale of a variety of home improvement products, including hardware, appliances, cleaning supplies, construction supplies, electrical and plumbing fixtures and supplies, paint and wall coverings, lumber, pool supplies, and tools as well as lawn and graden supplies. As an accessory use, a home improvement center may offer the short-term rental of tools, compressors, chain saws, ladders, post-hole diggers, hand trucks and similar light equipment as well as trucks (subject to the limitations set forth below). Additionally, a home improvement center may perform customer-requested cutting of pre-cut wood products and other products offered for sale, provided such cutting is done within the roofed area of the principal building.

(a) Lawn, garden and pool supplies may also be stored, displayed and sold from attached areas with or without a solid roof, subject to the following limitations:

(1) such storage, display and sales areas does not exceed thirty-five percent (35%) of the home improvement center's gross building floor area; and

(2) all such storage, display and sales areas must be enclosed by a solid masonry wall or ornamental metal picket fence or combination thereof, a minimum of eight (8) feet in height. The items stored within these areas shall not exceed the height of the wall or metal picket fence. Openings for ingress and egress purposes, restricted to the narrowest width necessary, are permitted, subject to site plan review; and

(3) setbacks as required for the principal building shall apply to all storage, display and sales areas; and

(4) parking for the home improvement center, including such storage, display and sales areas, shall be provided in accordance with Section 33-124(h)(3.1) herein.

(b) The rental of trucks for the convenience of customers purchasing items only shall be permitted at home improvement centers with greater than one hundred thousand (100,000) square feet of gross floor area, subject to the following limitations:

(1) The total number of trucks available for rental shall not exceed five (5);

(2) The location of storage areas for rental trucks shall be subject to site plan review;

(3) Storage areas for rental trucks shall not utilize any of the facility's minimum required parking spaces; and

(4) No repairs or maintenance of rental trucks shall take place on the premises.

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Loading dock facilities for the purpose of supplying the home improvement center shall be oriented away from adjacent residential zoning districts unless screened from view by a masonry wall of not less than six (6) feet in height but not more than eight (8) feet in height.
(25) Junior department stores.
(26) Lawn mowers, retail, sales and service.
(26.1) Medical observation dormitory as defined in Section 33-1(69.05) subject to the following conditions:
(a) That such uses on sites of ten (10) net acres or more shall beapproved only after public hearing;
(b) That such uses shall be located on sites having frontage on a major access road, including major roadways (three (3) or more lanes) and frontage roadways serving limited access highways and expressways;
(c) Minimum five (5) foot high masonry wall be provided along all perimeter property lines abutting residentially zoned property, penetrated only at points approved by the Directors of the Planning and Zoning Department and the Public Works Department for ingress and egress;
(d) That the facility is located on a site consisting of at leastthree (3) or more net acres;
(e) That research conducted at the property shall be limited to testing of normal healthy volunteers and of clinically stable representatives of the diseased states for which medications being tested are ultimately intended;
(f) That protocols that require treating of mentally ill subjects,including persons with any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities, shall not be performed at the research facility;
(g) That such use shall be located no less than twenty-five hundred (2,500) feet from any other such establishments. For the purposes of this subsection, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest property line of the existing place of business. For the purpose ofestablishing the distance between such establishments, the operator shall furnish a certified sketch of survey from a registered engineer or surveyor. Such sketch shall indicate the distance between the proposed place of business and any existing establishment within 2,500 feet. Each sketch shall indicate all such distances and routes. In case of dispute, the measurement scaled by the director shall govern;
(h) That the operator obtains an annually renewable certificate of use and occupancy for such use on the property.
(27) Mortuaries or funeral homes.
(28) Motorcycles sales and repair.
(29) Natatoriums.
(30) Open-air theaters.
(31) Package stores in shopping centers provided the shopping center is in full compliance with all provisions of Section 33-150(E)(9) of this Code.
(32) Pet shops, pet care centers and dog beauty parlors in air-conditioned buildings.
(33) Post office stations and branches, operated by postal service employees or agents, which directly serve the public.
(34) Printing shops.
(35) Private clubs.
(36) Propagating and growing plants for sale. Fertilizers, manure, compost and soil shall be limited for sale. Fertilizers, manure, compost and soil shall be limited in quantities for immediate use and shall be kept at least two hundred (200) feet from residential buildings in RU and EU Districts.
(37) Pubs and bars if approved at public hearing.

(37.1) Restaurants providing an accessory children's outdoor playground facility subject to the following requirements:
(a) The restaurant providing such an accessory use shall contain not less than two thousand five hundred (2,500) square feet of improved building area;
(b) The total outdoor playground area shall not exceed thirty-five (35) percent of the square footage of the subject restaurant structure;
(c) The playground equipment shall be the non-mechanical type and shall be designed and intended for children two (2) through twelve (12) years of age;
(d) The playground shall be immediately adjacent to, visible from, and accessible from the indoor patron area;
(e) The playground area shall be enclosed with a masonry wall or fence not less than four (4) feet in height and any gates shall be of the spring lock type, so that they shall automatically be in a closed and fastened position at all times; and
(f) The playground area shall not reduce required parking or landscaping for the site and shall be set back no less than ten (10) feet from any property line and in compliance with all Code requirements;
(g) Site plan review and approval shall be required as provided in Section 33-251.5.
(37.2) Restaurants with an accessory cocktail lounge-bar use, subject to compliance with Article X, Alcoholic Beverages, of this code.
(38) Self-service storage facility. Use will only be permitted upon the submission of a site plan which shall be approved at public hearing. "Self-service storage facility" shall be defined as a fully enclosed space used for warehousing which contains individual storage units with floor area no greater than four hundred (400) square feet and an interior height not to exceed twelve (12) feet. No wholesale or retail sales are permitted.
(39) Skating rinks, provided same are not located closer than one thousand (1,000) feet to an RU or EU District, or any lawful existing residential use, provided that such building is so constructed as to prevent the emission of sound and vibration. The 1,000-foot distance requirement shall be measured by following a straight line from the nearest portion of the skating rink structure to the nearest residential property line. For purposes of establishing such distances, the applicant for skating rink use shall furnish a certified survey from a registered surveyor, which shall indicate such distances. In case of dispute, the measurement scaled by the Director of the Department of Planning and Zoning shall govern.
(40) Supermarkets.
(41) Tailor shops.
(42) Telegraph stations.
(43) Telephone exchange.
(44) Theaters for live stage production and motion pictures.
(45) Variety stores.
(46) Rentals of trucks other than light trucks are allowed in conjunction with and ancillary to self-storage facilities, providing the following conditions are met in addition to those specified in sub-articles (4)(a) and (4)(c)--(f) above:
(i) That a decorative masonry wall at least eight (8) feet in height shall enclose the vehicle storage area and repair area. The placement of said wall and openings through same shall comply with the requirements contained elsewhere in this article. Prior to the granting of any building permit for such wall, the permit applicant shall post with the director a bond in the amount of two thousand five hundred dollars ($2,500.00) to provide for the costs of removal of graffiti from the wall by the department as provided in Section 21-30.1(d)(6), Code of Miami-Dade County, as amended, should the applicant fail after notice to remove such graffiti.
(ii) There shall be a landscaped buffer between the masonry wall and any abutting roads which may be a hedge, and/or trees at least forty-eight (48) inches high at the time of planting, or other reasonable landscape plans acceptable to the department.

(iii) That there be no rental of any truck having a net vehicle weight exceeding twelve thousand six hundred pounds (12,600) pounds.
(iv) That for each one hundred (100) self-storage units there shall be no more than one (1) rental truck stored, e.g., 1--100 units: 1 rental truck; 101--200 units; 2 rental trucks, etc.; provided however, no more than eight (8) rental trucks may be stored on the premises.
(v) That no building in the area enclosed by the wall shall exceed two (2) stories in height.
(vi) That no loading or unloading of trucks is permitted outside the enclosed area and all trucks must be stored inside the enclosed area at all times.
(vii) That there shall be no repairs or maintenance work on vehicles on the premises of the self-storage facility.
(viii) That the area of self-storage facilities be not less than 2.5 acres.

Article XXVI. BU-2, Special Business District

Sec. 33-252. Purpose.
The purpose of the BU-2, Regional Shopping Center and Office Park District, is to provide for large scale commercial and/or office facilities which service the needs of large urban areas.

Sec. 33-253. Uses permitted.
No land, body of water and/or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, reconstructed, moved, occupied or maintained for any purpose in any BU-2 District except for one (1) or more of the following uses:
(1) All uses permitted in the BU-1 and BU-1A Districts except that residential uses are subject to approval at a public hearing.
(2) Automobile parking garages, not over six (6) stories in height, shall be permitted provided they are not located closer than two hundred (200) feet to an RU-1, RU-2, RU-TH or EU District or to a hospital, church or building used for public assemblage. Automobile parking garages shall meet all open space, lot coverage and other applicable requirements of this article.
2.1 Hospitals (other than animal hospitals), subject to the following conditions:
(a) That such uses shall be on sites of at least ten (10) net acres;
(b) That the facility shall have capacity for a minimum of one hundred (100) beds.
(c) The certificate of use for the hospital shall be annually renewed.
(d) That the hospital operates a 24 hour emergency room.
(e) Notwithstanding the provisions of Section 33-253.3 of this Code, the net lot coverage permitted for all buildings on the site shall not exceed 50% of the total lot area; the floor area ratio shall be fifty one-hundredths (0.50) at one (1) story and shall be increased by fourteen-one hundredths (0.14) for each additional story up to eight (8) stories, and thereafter the floor area ratio shall be increased by six-one-hundredths (0.06) for each additional story. Structured parking shall not count as part of the floor area, but shall be counted in computing building height and number of stories. Enclosed or nonenclosed mall areas shall not count as part of the floor area, for floor area ratio computation purposes, nor as part of the lot coverage.
(f) Notwithstanding the provisions of Section 33-253.4 of this Code, the minimum landscaped open space at one (1) story shall be fourteen percent (14%).
The minimum landscaped open space shall be increased by one (1) percent for each additional story or part thereof, up to eight (8) stories, thereafter the landscaped open space shall increase by two (2) percent for each additional story or part thereof. For the purpose of computing the amount of required landscaped space where the building height varies, the number of stories shall be equal to the sum of the products of the number of stories of each part of the building(s) of a different height times its floor area divided by the sum of the floor area of all parts of the building(s). Said open space shall be extensively landscaped with grass,

trees and shrubbery. Water areas may be used as part of the required landscaped open space provided such water areas do not exceed twenty (20) percent of the required landscaped open space. The specific areas within enclosed or nonenclosed malls which are landscaped with grass, trees and/or shrubbery, water areas therein, and areas therein with permanent art display may be used as part of the required landscaped open space provided such areas do not exceed ten (10) percent of the required landscaped open space. Landscaping and trees shall be provided in accordance with Chapter 18A of this Code.

(g) That such uses shall be located within sites having frontage on a major access road, including major roadways (three (3) or more lanes), section or half section line roads and/or frontage roadways serving limited access highways and expressways.

(h) The site shall meet and comply with the provisions of Section 33-253.7 of this Code, except that the wall may be penetrated at points approved by the Directors of the Planning and Zoning Department and the Public Works Department for ingress and egress to afford pedestrian or vehicular access between the sites, and if the property where the facility is located is separated from the AU, GU, RU or EU zoned property by a canal or a previously existing, dedicated and improved roadway, then a wall shall not be required on that portion of the property which is separated by the canal or roadway.

(2.2) Hotel and motel uses, subject to all provisions of the RU-4A District pertaining to such uses.

(3) Liquor package stores.

(4) Major department stores.

(5) Marinas for the following purposes only: Commercial boat piers or slips for docking purposes; yacht or boat storage, for laying up, but not for repairs or overhaul; and boats carrying passengers on excursion, sightseeing, pleasure or fishing trips.

(6) Night clubs located no closer than five hundred (500) feet of any RU or EU District, if approved at a public hearing.

(7) Office parks.

(8) Pubs and bars.

(9) Regional shopping centers.

Article XXVII. BU-3 Liberal Business District

Sec. 33-254. Purpose.

The purpose of the BU-3 Liberal Business District is to provide for large scale commercial activities.

Sec. 33-255. Uses permitted.

No land, body of water and/or structure in the BU-3 District shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, arranged or intended to be used, occupied or maintained for any purpose, unless otherwise provided for, excepting for one (1) or more of the following uses:

(1) All uses permitted in the BU-1, BU-1A and BU-2 Districts except that residential uses shall not be permitted.

(2) Airports, airport hangars and airplane repair facilities.

(3) Automobile and truck services and facilities including:

(a) Open lot car and truck sales new and or used, including as ancillary uses, automobile repairs, body and top work and painting, provided that no more than fifteen (15) percent of the gross building area is devoted to such ancillary uses, and subject to the following conditions:

(1) That a continuous, densely planted greenbelt of not less than fifteen (15) feet in width, penetrated only at points approved by the Directors of the Planning and Zoning and Public Works Departments for ingress and egress to the property, shall be provided along all property

lines abutting public rights-of-way or properties zoned residential. Said greenbelt shall have shade trees planted at a maximum spacing of thirty (30) feet on center and a hedge of a minimum of six (6) feet in height abutting residentially zoned property and a minimum of three (3) feet in height abutting public rights-of-way. The shade trees shall have a minimum caliper of two and one-half (2 1/2) inches at time of planting.

(2) A minimum of twenty (20) percent of the net lot area of the site shall be developed as landscaped open space.

(3) That such uses be located only on major access roads, including major roadways (three (3) or more lanes) and frontage roadways serving limited access highways and expressways.

(4) That such uses be conducted on sites consisting of at least one (1) net acre.

(5) That attention attracting devices, such as blinking or flashing lights, streamer lights, pennants, banners, streamers and all fluttering, spinning advertising devices (either mobile or stationary) are prohibited, except as permitted under point of sale sign regulations.

(6) That outdoor lighting shall be designed to avoid spilling beyond the site boundaries.

(7) That no vehicular test drives shall be conducted on residential local traffic streets (fifty-foot right-of-way or less).

(8) That the applicant obtains a certificate of use, which shall be automatically renewable yearly upon compliance with all terms and conditions.

(9) All outdoor paging or speaker systems are expressly prohibited. This provision (9) shall also apply to all establishments in existence as of September 10, 1996..

(b) Open lot car rental.

(c) Automobile parts, secondhand from store building only.

(d) Automobile body and top work and painting.

All outdoor paging or speaker systems are expressly prohibited. This provision shall also apply to all establishments in existence as of the effective date of this ordinance.

(4) Bakeries, retail and wholesale.

(5) Barbecue stands or barbecue pits provided that establishments using wood burning for cooking are permitted only upon approval at a public hearing.

(6) Bottling of beverages.

(7) Cabinet working and carpentry shops.

(8) Cold storage warehouse and pre-cooling plants.

(9) Contractor's plants and storage yards.

(9.1) Dog kennels, as an exception to Section 33-256.5, subject to the following conditions:

(a) All outdoor exercise runs shall be set back fifty (50) feet from property lines and shall not be located closer than five hundred (500) feet from residentially zoned or residentially developed property. Where outside exercise runs are provided, a landscaped buffer or decorative masonry wall shall enclose the runs, and use of the runs shall be restricted to use during daylight hours.

(b) Where outside exercise runs are not provided, an outside area shall be designated for dogs (or cats) to relieve themselves, and that area shall be enclosed by a landscape buffer or masonry wall. Additionally such area shall be set back fifty (50) feet from property lines and shall not be located closer than five hundred (500) feet from residentially zoned or residentially developed property.

(c) All kennel buildings shall be soundproofed and air-conditioned.

(d) An administrative site plan review (ASPR) shall be required. The site plan shall show all fencing, berms, and soundproofing designed to mitigate the noise impact of the kennel on the surrounding properties.

(10) Dry cleaning and dyeing establishments.

(11) Engines, gas, gasoline, steam and oil; sales and service.

(12) Feed, hay and other livestock supplies.

(13) Fertilizer stores.

(14) Garage or mechanical service. * including automobile repairs, body and top work and painting. All outdoor paging or speaker systems are expressly prohibited. This provision shall also apply to all establishments in existence as of September 10, 1996.
(15) Glass installation.
(16) Gun shops.
(17) Leather goods manufacturing, excluding tanning.
(18) Locksmith shops, sharpening and grinding shops.
(19) Lumber yards.*
(20) Pawnbrokers shall be permitted only upon approval after public hearing.
(21) Poultry markets and commercial chicken hatcheries.*
(22) Railroad motor truck and water freight and passenger stations.
(23) Secondhand stores for the disposal of furniture, fixtures and tools.
(23.1) Self-service mini-warehouse storage facility. "Self-service mini-warehouse storage facility" shall be defined as a fully enclosed space used for warehousing which contains individual storage units with floor area no greater than four hundred (400) square feet and an interior height not to exceed twelve (12) feet. No business or business activity, and no wholesale or retail sales are permitted in an individual storage area within a self-service mini-warehouse storage facility.
(a) Ancillary rentals of trucks other than light trucks are permitted in conjunction with a self-service mini-warehouse storage facility, providing such facility is situated on a site containing not less than 2.5 acres gross, subject to compliance with the following requirements:
(1) That a decorative masonry wall at least 8 feet in height shall enclose the rental truck storage area; and
(2) There shall be a landscaped buffer between the masonry wall and any abutting roads which may be a hedge, and/or trees at least 48 inches high at the time of planting, or other reasonable landscape plans acceptable to the department; and
(3) That there be no rental of any truck having a net vehicle weight exceeding 12,600 pounds; and
(4) That for each 100 self-storage units there shall be no more than two rental trucks stored, e.g., 1-100 units: 2 rental trucks; 101-200 units; 4 rental trucks, etc.; provided however, no more than ten rental trucks may be stored on the premises; and
(5) That no loading or unloading of trucks is permitted outside the enclosed area and all trucks must be stored inside the enclosed area at all times; and
(6) That there shall be no repairs or maintenance work on the rental trucks on the premises of the self-service mini-warehouse storage facility.
(b) Ancillary storage of recreational vehicles and boats is permitted in conjunction with a self-service mini-warehouse storage facility, subject to compliance with the following requirements:
(1) That a decorative masonry wall at least 8 feet in height shall enclose the recreational vehicle and boat storage area; and
(2) There shall be a landscaped buffer between the masonry wall and any abutting roads which may be a hedge, and/or trees at least 48 inches high at the time of planting, or other reasonable landscape plans acceptable to the department; and
(3) That there shall be no repairs or maintenance work on the recreational vehicles or boats on the premises of the self-service mini-warehouse storage facility.
(24) Television and broadcasting stations, including studio, transmitting station and tower, power plants and other incidental and unusual uses permitted to such a station.
(25) Tire vulcanizing and retreading or sale of used tires.*
(26) Truck storage, only within an enclosed building or an area enclosed by a CBS wall.
(27) Upholstery and furniture repairs.
(28) Wholesale salesroom and storage rooms.
(29) Other similar uses as approved by the Director.

Article XXIX. IU-1, Industrial , Light Manufacturing District

Sec. 33-259. Uses permitted.

No land, body of water or structure shall be used or permitted to be used and no structure shall be erected, constructed, moved or reconstructed, structurally altered, or maintained, which is designed, arranged or intended to be used or occupied for any purpose, unless otherwise provided herein, in IU-1 District, excepting for one (1) or more of the following:

(1) Residential uses as a watchman's or caretaker's quarters in connection with an existing industrial use located on the premises concerned.

(2) Adult entertainment uses as defined in Section 33-259.1, subject to all the restrictions and spacing requirements contained in said Section 33-259.1.

(3) Aircraft hangars and repair shops, aircraft assembling and manufacturing.*

***Note:** See note at end of schedule of uses contained in this section.

(4) Animal hospitals within soundproof, air-conditioned buildings.

(5) Armories, arsenals.

(6) Auditoriums.

(7) Auto painting, top and body work.*

(7.2) Automobile self-service gas stations shall be permitted only on major access roads, including major roadways (three or more lanes) and frontage roadways serving limited access expressways, and shall be subject to the conditions enumerated in Section 33-247(6) of this code.

(7.3) Automobile service stations shall be permitted only on major access roads, including major roadways (three or more lanes) and frontage roadways serving limited access expressways, and shall be subject to the conditions enumerated in Section 33-247(5) of this code.

(8) Automobile and truck sales for new and/or used vehicles including as ancillary uses automobile and truck rentals, wholesale distribution and automobile repairs, provided that no more than fifteen (15) percent of the total gross building area is devoted to repair/service bays, subject to the following conditions:

(a) That a continuous, densely planted greenbelt of not less than fifteen (15) feet in width, penetrated only at points approved by the Directors of the Planning and Zoning and Public Works Departments for ingress and egress to the property, shall be provided along all property lines abutting public rights-of-way or properties zoned residential. Said greenbelt shall have shade trees planted at a maximum spacing of thirty (30) feet on center and a hedge of a minimum of six (6) feet in height abutting residentially zoned property and a minimum of three (3) feet in height abutting public rights-of-way. The shade trees shall have a minimum caliper of two and one-half (2 1/2) inches at time of planting.

(b) A minimum of twenty (20) percent of the net lot area of the site shall be developed as landscaped open space.

(c) That such uses be located only on major access roads, including major roadways (three (3) or more lanes) and frontage roadways serving limited access highways and expressways.

(d) That such uses on sites of ten (10) acres or more shall be approved only after public hearing.

(e) That such uses be conducted on sites consisting of at least two (2) acres.

(f) That attention attracting devices, such as blinking or flashing lights, streamer lights, pennants, banners, streamers and all fluttering, spinning advertising devices (either mobile or stationary) are prohibited, except as permitted under point of sale sign regulations, or as approved at public hearing.

(g) That outdoor loudspeakers are prohibited.
(h) That outdoor lighting shall be designed to avoid spilling beyond the site boundaries.
(i) That no vehicular test drives shall be conducted on residential local traffic streets (fifty-foot right-of-way or less).
(9) Automotive repairs.*
(10) Automobile and truck rentals and wholesale distribution.
(11) Bakeries--wholesale only with incidental retail uses.
(12) Banks.
(13) Blacksmith, gas steam fitting shops.
(14) Boat or yacht repairing or overhauling, or boat building.*
(15) Boat slips used for the tying up of boats for the purpose of overhauling or repairing.
(16) Bottling plants.
(17) Brewery.
(18) Cabinet shops.*
(19) Canning factories.*
(20) Carpet cleaning.
(21) Caterers.
(22) Clubs, private.
(23) Cold storage warehouses and precooling plants.
(24) Commercial chicken hatcheries.*
(25) Concrete, clay or ceramic products, hand manufacture or involving only small mixer where all such manufacturing and equipment is within an approved building and storage and drying areas are enclosed as provided in this chapter.
(26) Contractors' offices and yards.
(27) Day nursery, kindergarten, schools and after school care licensed by the State of Florida Department of Health and Rehabilitative Services and established in accordance with the requirements of Article XA provided, however, that schools may only be located on a site consisting of at least five (5) acres and adjacent to a major roadway (three (3) or more lanes).
(27.1) Dog kennels, as an exception to Section 33-260, subject to the following conditions:
(a) All outdoor exercise runs shall be set back fifty (50) feet from property lines and shall not be located closer than five hundred (500) feet from residentially zoned or residentially developed property. Where outside exercise runs are provided, a landscaped buffer or decorative masonry wall shall enclose the runs, and use of the runs shall be restricted to use during daylight hours.
(b) Where outside exercise runs are not provided, an outside area shall be designated for dogs (or cats) to relieve themselves, and that area shall be enclosed by a landscape buffer or masonry wall. Additionally such area shall be set back fifty (50) feet from property lines and shall not be located closer than five hundred (500) feet from residentially zoned or residentially developed property.
(c) All kennel buildings shall be soundproofed and air-conditioned.
(d) An administrative site plan review (ASPR) shall be required. The site plan shall show all fencing, berms, and soundproofing designed to mitigate the noise impact of the kennel on the surrounding properties.
(28) Dredging base or place where dredging supplies are kept and where dredges or boats or machinery are stored, repaired or rebuilt.*
(29) Dry cleaning and dyeing plants.
(29.1) Electric substation.
(30) Engine sales and service, gas, oil, steam, etc.
(31) Fertilizer storage.†

(32) Food products, including the grinding, cooking, roasting, preserving, drying, smoking or airing of meats, fish, fruits or vegetables (where more than five (5) persons are employed on premises).
(33) Fruit packing and fruit preserving.*
(34) Furniture manufacturing.*
(35) Furniture refinishing.
(36) Garages--storage mechanical, including trucks, buses, heavy equipment.
(37) Glass installations.
(38) Grinding shops.*
(39a) Hotel and motel use (freestanding); the use shall comply fully with all provisions, pertaining to the use, of the RU-4A District.
(39b) Hotel and motel use (mixed use, i.e., connected with, and attached to a structure containing another use permitted in the industrial district); subject to the following conditions:
(1) Minimum lot width and area: The minimum lot width shall be three hundred thirty (330) feet and the minimum lot area five (5) acres including right-of-way dedications made from the property.
(2) Lot coverage: There shall be no restriction on lot coverage except as it might be controlled by other specific requirements.
(3) Setbacks: The setbacks shall be as follows:
(a) Thirty-five (35) feet from all property lines to that portion of the structure not exceeding three (3) stories in height and not exceeding thirty-five (35) feet in height.
(b) A distance from all property lines to any portion of the tower structure above three (3) stories in height equal to seventy (70) percent of the overall height of the tower, the height being measured from the third-floor level (but not exceeding thirty-five (35) feet) to the top of the tower structure.
(4) Height: There shall be no limitation as to height except those applicable under the airport zoning regulations.
(5) Floor area ratio: No limitation.
(6) Maximum number of units: The number of dwelling units shall not exceed a density of seventy-five (75) dwelling units per net acre, based on thirty-three and one-third (33 1/3) percent of the entire building site.
(7) Parking: Parking shall be provided for the combined uses in a total number as may be required elsewhere in the Code for each of the uses on the property.
(8) Open space: There shall be provided open landscaped space equal to a minimum of fifteen (15) percent of the lot area (entire site) in all the industrial districts except that in the IU-C District a minimum of twenty (20) percent shall be provided.
(9) Accessory uses:
(a) Business or commercial establishments of the BU-1 type, bars and cabarets shall be permitted in motels and hotels provided they are located within the principal building, which contains at least one hundred (100) units, and provided the exterior of any such principal building shall not have storefronts or give the appearance of commercial or mercantile activity as viewed from the highway: in the event the use contains windows which may be seen from the street or highway, said windows shall be of fixed, obscure glass. Such business or commercial establishments and bars in this district shall be entered only through the lobby, and no additional entrances shall be permitted except when the same opens into a courtyard or patio (away from the street side) which is enclosed and which is not visible from the street, and except that a fire door or emergency exit shall be permitted.
(b) Hotels and motels with one hundred fifty (150) or more guest rooms may contain liquor package use on the premises for the accommodation and use of their guests only, provided the establishment housing such use is entered only through the lobby within the building and does not have the appearance of commercial or mercantile activity as viewed from the

highway. No advertisement of the use will be permitted which can be seen from the outside of the building.

(c) Hotels and motels with two hundred (200) or more guest rooms under one (1) roof may contain a night club on the premises, provided the exterior of any such building shall not have storefronts or give the appearance of commercial or mercantile activity as viewed from the highway. In the event the use contains windows which may be seen from the highway, said windows shall be of fixed obscure glass. Such night club shall be entered only through the lobby, and no additional entrance shall be permitted except when the same opens into a courtyard or patio (away from street side) which is enclosed and which is not visible from the street, and except that a fire door or exit shall be permitted.

(40) Ice manufacturing.*

(41) Insecticide, mixing, packaging and storage.*

(42) Laboratories, material testing.

(43) Leather goods manufacturing, excluding tanning.

(44) Livery stables, for riding clubs, or a stable for sheltering horses, not closer than three hundred (300) feet to an RU or EU District.

(45) Locksmiths.

(46) Lumberyards.*

(47) Machine shops.

(48) Marine warehouses.

(49) Mattress manufacturing and renovating.

(50) Metalizing processes.

(51) Milk or ice distributing station from which extensive truck or wagon deliveries are customarily made.

(52) Millwork shops.*

(53) Motion picture production studios.

(54) Novelty works.*

(55) Office buildings.

(56) Ornamental metal workshops.*

(57) Oxygen storage and filling of cylinders.

(58) Parking lots--commercial and noncommercial.

(59) Passenger and freight--stations and terminals--boats, trucks, buses, and railroads.

(60) Pharmaceutical storage, subject to compliance with the following conditions:

(a) That the applicant secure a license from the State of Florida Department of Health and Rehabilitative Services (HRS) for such pharmaceutical storage.

(b) That the pharmaceutical storage area shall be air conditioned to continuously control temperature and humidity as required by HRS for pharmaceutical products.

(c) That the premises be secured with a security system as required by HRS for the storage of pharmaceutical products.

(d) That a declaration of use be provided permitting a building and zoning enforcement officer to enter the premises to conduct inspection to assure compliance.

(e) That upon compliance with the conditions enumerated above, a certificate of use and occupancy is secured from the Department.

(61) Police and fire stations.

(62) Post offices, which shall include self-service post offices, stations and branches, and mail processing centers.

(63) Power or steam laundries.*

(64) Printing shops.

(65) Radio and television transmitting stations and studios.

(66) Religious facilities located inside the Urban Development Boundary. Religious facilities outside the Urban Development Boundary will be permitted only upon approval after public hearing.
(67) Restaurants.
(67.1) Restaurants with an accessory cocktail lounge-bar use, subject to compliance with Article X, Alcoholic Beverages, of this code.
(68) Salesrooms and storage show rooms--wholesale.
(69) (a) Salesrooms and showrooms, subject to the prohibitions and limitations in Subsection (b), incorporated as a part of a permitted industrial use upon compliance with the following conditions:
(1) Any industrial use and its related retail sales/showroom uses in different units or bays within the same building must be under one (1) certificate of use and occupancy, and all areas under one (1) such certificate must be connected by communicating doors between units or bays.
(2) Only merchandise which is warehoused, stored, manufactured or assembled on the premises can be sold on a retail basis.
(3) The size of retail sales/showroom floor area must be less than fifty (50) percent of the total floor area of the subject premises under a single certificate of use and occupancy. Outside storage areas are to be excluded from consideration in determining the percentage of uses.
(4) A solid wall shall separate retail sales/showroom area from the balance of the industrial area which shall prevent public access to the industrial portion of the building. The industrial use area shall not be accessible to the general public.
(5) Required parking is to be calculated based upon the floor area assigned to the use classifications within the building in accordance with the provisions of Section 33-124.
(6) A declaration of use in a form meeting with the approval of the Director shall be submitted to the Department prior to the issuance of a certificate of use and occupancy specifying compliance with the foregoing conditions. Said declaration of use shall include a floor plan for the intended use as required by the Department.
(b) Subsection (a) above is intended to permit retail salesrooms and showrooms in recognition of the compatibility and reasonableness of incorporating certain retial uses into the other uses permitted in this district. To assure said compatibility and reasonableness, the retail uses hereinafter enumerated, and uses similar thereto, shall be subject to the following additional conditions: (1) the primary and permitted industrial use shall be the manufacture or assembly of the products being offered for sale; and (2) the retail sales area shall not exceed fifteen (15) percent of the total floor area of the subject premises under a single certificate of use and occupancy. The retail uses subject to the conditions of this subsection are:
(1) Antique and secondhand goods shops.
(2) Apparel stores.
(3) Art and crafts supplies and finished products.
(4) Art galleries.
(5) Bait and tackle shop.
(6) Bakeries.
(7) Bicycle sales, rentals and repairs (nonmotorized).
(8) Card shops.
(9) Confectionery, ice cream stores and dairy stores.
(10) Drugstores.
(11) Florist shops.
(12) Furniture stores less than ten thousand (10,000) square feet.
(13) Gift stores.
(14) Grocery stores, supermarkets, fruit stores, health food stores, meat and fish markets and other similar food stores.

(15) Hardware stores less than ten thousand (10,000) square feet.
(16) Jewelry stores.
(17) Leather goods and luggage shops.
(18) Liquor package stores.
(19) Optical stores.
(20) Paint and wallpaper stores less than ten thousand (10,000) square feet.
(21) Photograph studio and photo supply.
(22) Pottery shops.
(23) Shoe stores and shoe repair shops.
(24) Sporting good stores.
(25) Tobacco shops.
(26) Variety stores and junior and major department stores.
(27) Retail uses determined by the Director to be similar to those enumerated above. In determining similarity between a proposed use and the uses enumerated above the Director shall be guided by the intent of this Subsection (62) and shall consider common characteristics including the nature of products offered for sale, the generation of pedestrian and vehicular traffic, and incompatibility with the primary uses permitted in this district.
(c) Failure to comply with any of the provisions of Subsection (a) or (b) shall be deemed a change in use from an industrial to retail business use for which a use variance shall be required.
(d) Any ancillary retail sales use pursuant to a lawful, valid, permanent certificate of use and occupancy issued by the Department prior to July 29, 1983, which use is in compliance with the Department's percentage of use and parking requirements on said effective date will be considered a legal, nonconforming use. Legal, nonconforming use status will also be granted to any ancillary retail sales use for which a certificate of use and occupancy has not been issued as of July 29, 1983, where the property owner or tenant:
(1) Has obtained a building permit based on the submission of plans on which the intended retail sales area has been clearly represented by physical separation from the industrial use through placement of a solid wall, and adequate parking for the retail sales use and landscaping has been provided, and said permit remains valid in accordance with the provisions of the South Florida Building Code; or
(2) Has submitted a declaration of use, parking plan and floor plan for an existing building which have been approved by the Department provided that a physical separation of the retail and industrial uses has been effected through placement of a solid wall and a temporary certificate of use and occupancy as provided in the South Florida Building Code has been obtained from the Department before July 29, 1983. Legal nonconforming use status will not be perfected if the temporary certificate of use and occupancy is not converted to a permanent certificate of use and occupancy before it expires.
(3) Has a covenant, accepted and approved by Miami-Dade County on or before July 5, 1983, and recorded in the public records, providing assurances to Miami-Dade County to comply with the provisions of Subsection (a) above and has materially changed his position in reliance thereon. The property owner or tenant shall be permitted sixty (60) days to obtain a building permit and an additional sixty (60) days to complete construction in compliance therewith.
(70) School--technical trade schools, such as, but not limited to aviation, electronic, mechanics; also physical training schools, such as, but not limited to gymnastics and karate. (All school uses shall be subject to compliance with off-street parking requirements and shall comply with sections 33-151.12.1 through 33-151.22 of this code.)
(71) Ship chandlers.
(72) Shipyards and dry docks.
(73) Sign painting shops.

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(74) Steel fabrication.*
(75) Storage warehouse for food, fodder, etc.
(76) Taxidermy. Use will be permitted only within a fully enclosed, air-conditioned building.*
(77) Telecommunications hubs:*
(1) At least eighty-five (85) percent of the gross floor area of a telecommunications hub building shall be designated for equipment or machinery; no more than fifteen (15) percent of the gross floor area shall be designated for employees and support personnel;
(2) A declaration of use in a form meeting with the approval of the Director and specifying compliance with the conditions set forth in subsection (1), above, shall be submitted to the Department prior to the issuance of a building permit. Said declaration of use shall include a floor plan and site plan for the intended use as required by the Department.
(78) Telephone exchanges.
(79) Telephone service unit yards.
(80) Textile, hosiery and weaving mills not closer than two hundred (200) feet to an RU or EU District.
(81) Upholstery shops.
(82) Utility work centers--power and telephone, etc.
(83) Vending machine sales and service.
(84) Veterinarians.
(85) Vulcanizing.*
(86) Warehouses for storage or products in the form sold in a BU District.
(87) Warehouse, membership, subject to the following minimum standards, unless otherwise approved by public hearing as a non-use variance:
(a) The area of such occupancy shall contain no less than one hundred thousand (100,000) square feet of gross floor area;
(b) The subject use shall be located on a major or minor roadway as depicted on the adopted Land Use Plan map and shall be within one quarter (1/4) mile of that roadway's intersection with another major or minor roadway; and
(c) Site plan review criteria set forth in Section 33-261.1 shall be met.
(d) Subject to compliance with Article X (Alcoholic Beverages) of this Code, liquor package sales shall be permitted. Package sales areas shall be divided from the rest of the membership warehouse area by a solid floor-to-ceiling wall and shall have a separate exterior entrance.
(88) Welding shops.*
(89) Welding supplies.
(90) Wood and coal yards.
(91) The operation of an equipment and appliance center for the testing, repairing, overhauling and reconditioning of any and all equipment, appliances, and machinery sold by the operator/occupant; provided such may be manufactured at the location of the operation and in connection therewith individual customers bringing equipment to the site for such repairing, overhauling or reconditioning, may purchase parts for such equipment, appliances, or machinery.
*NOTE: Provided no such establishment is located within five hundred (500) feet of any RU or EU District except after approval after public hearing. Provided that this spacing limitation shall be two hundred fifty (250) feet if the use is confined within a building and an exterior wall or walls of the building located on the establishment is not penetrated with any openings directly facing the RU or EU District. It is further provided that, except for exterior uses, such distances shall be measured from the closest point of the subject use in the building to the RU or EU District. In connection with exterior uses, the distance of five hundred (500) feet shall be measured from the closest point of the IU District to the RU or EU District. For purposes of establishing such distances, the applicant for such use shall furnish a certified survey from a

registered surveyor, which shall indicate such distances. In case of dispute, the measurement scaled by the Director of the Department of Planning and Zoning shall govern.

Sec. 33-259.1. Additional uses permitted.

(a) In the development and enforcement of this section it is recognized that there are uses which because of their very nature are recognized as having serious objectionable characteristics, particularly when several of them are concentrated in any given location, thereby having a deleterious effect upon the adjacent business and residential areas. It is desirable, therefore, to locate these adult oriented activities away from residential areas and public facilities that are used frequently by minors such as schools, churches, parks, libraries, day care centers or nurseries.

(b) For the purpose of this section the following definitions for terms used herein shall apply:

(1) *Adult bookstore.* Any business engaged in displaying, distributing, bartering, renting or selling printed matter, pictures, films, graphic or other materials which activity requires the exclusion of minors pursuant to Chapter 847, Florida Statutes, unless such activity comprises no more than fifteen (15) percent of the total floor area and is kept from clear view of minors.

(2) *Adult theater.* Any business engaged in presenting films, theatrical productions, performances, recitals, displays, printed matter or other entertainment which activity requires the exclusion of minors pursuant to Chapter 847, Florida Statutes.

(3) *Adult entertainment club.* Any business which features live entertainment requiring the exclusion of minors pursuant to Chapter 847, Florida Statutes.

(4) *Adult video store.* Any business engaged in displaying, renting or selling videotapes which activity requires the exclusion of minors pursuant to Chapter 847, Florida Statutes, unless such activity comprises no more than fifteen (15) percent of the total floor area and is kept from clear view of minors.

(5) *Massage establishment.*

a. Any shop, parlor, establishment or place of business wherein all or any one (1) or more of the following named subjects and methods of treatments are administered or practiced: Body massage either by hand or by any mechanical or electrical apparatus or device (excluding fever therapy), applying such movements as stroking, friction, rolling, vibration, kneading, cupping, petrissage, rubbing, effleurage or tapotement.

b. Nothing in this section shall be construed as applying to State of Florida licensed massage therapists, barbers, cosmetologists, manicurists, pedicurists, physical therapists' assistants, midwives, practical nurses, agents, servants or employees in licensed hospitals or nursing home or other licensed medical institutions, licensed physicians, osteopaths, chiropractors, podiatrists, naturopathic physicians or other licensed medical practitioners, or their agents, servants, or employees acting in the course of such agency, service or employment under the supervision of the licensee.

c. Provided, however, that, for the purpose of this section, the term "massage establishment" shall not include any massage establishment wherein at least one (1) State of Florida licensed massage therapist is employed and on duty full time during the hours open for business.

(6) *Adult modelling establishments.* Any establishment offering nude or partially nude modelling sessions or lingerie, swimwear or photography modelling sessions between two (2) or more persons requiring the exclusion of minor pursuant to Chapter 847, Florida Statutes.

(7) *Encounter studio.* All establishments offering nude or partially nude encounter sessions between two (2) or more persons, nude or partially nude dance encounter sessions between two (2) or more persons, and sexual consultation requiring the exclusion of minors pursuant to Chapter 847, Florida Statutes.

(c) The following additional uses shall be permitted in the IU-1 zone:

(1) Adult bookstore;

(2) Adult theater;

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(3) Adult entertainment club;
(4) Adult video store;
(5) Massage establishment;
(6) Adult modelling establishment;
(7) Encounter studio.
(d) Unless approved as a special exception, none of the uses set forth in Subsection 33.259.1(c) shall be permitted (i) within one thousand (1,000) feet of a private school as defined in Section 33-151.11, public school, church, public park, public library, day care center or nursery for children; (ii) within one thousand two hundred (1,200) feet of any of the uses described in Subsection 33.259.1(c); and (iii) within seven hundred fifty (750) feet of any residential zoning (with the exception of AU) district located within either the unincorporated areas of Miami-Dade County or within a municipality; provided, however, that the spacing requirements above shall not apply where the adult entertainment use is separated from the uses set forth at Subsection 33.259.1(d)(i) and Subsection 33.259.1(d)(iii) above by a county or state road of not less than six (6) lanes, or an expressway. All other distance and spacing requirements pursuant to the Code shall apply, as well as those spacing requirements imposed by State Statute, if such State spacing requirements are more restrictive than the regulations contained herein. Any application seeking a variance from State imposed spacing requirements shall be heard directly by the Board of County Commissioners pursuant to Section 33-314(C)(8).
(e) The distance and spacing requirements set forth in Subsection (d) shall be measured as follows:
(1) From a church, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest point on the church property.
(2) From a private or public school, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest point on the school grounds.
(3) From another Subsection 33.259.1(b) use, the distance shall be measured by following a straight line from the front door of the proposed place of business to the nearest point of the existing Subsection 33.259.1(b) use.
(4) From residential zoning districts, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest boundary of the residential zoning district.
(5) From a public park, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest point on park grounds.
(6) From a public library, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest point of the library property.
(7) From day care centers or nurseries for children, the distance shall be measured by following a straight line from the nearest point of the proposed place of business, whether it is the structure itself or the parking lot used by the patrons of the proposed place of business, to the nearest point on the property of the day care center or the nursery.
(f) For the purposes of establishing the distance between the uses set forth in Subsection 33.259.1(b), and between such uses and private schools as defined in Section 33-151.11,

public schools, churches, public parks, public libraries, day care centers or nurseries for children, or residential zoning districts, the applicant for such use shall furnish a certified survey from a registered surveyor. Such sketch shall indicate the distance between the proposed place of business, and any existing Subsection 33.259.1(b) use, any church, public school, private school, public park, public library, day care center or nursery for children or residential zoning district. Each sketch shall indicate all such distances and routes. In case of dispute, the measurement, scaled by the Director of the Department of Planning and Zoning shall govern.

(g) *Exemptions to spacing requirements.* This section shall not apply to accredited universities, accredited colleges or other accredited educational institutions, museums, art exhibits, arts and cultural performance theaters and playhouses or commercial professional photography and portrait studios which may use nude subjects for their photographs or portraits.

(h) *Legally existing nonconforming uses.* The following uses shall be deemed legally existing, whether or not such uses comply with the regulations enacted by this section, provided however, that nothing contained herein shall exempt such uses from complying with Section 33-35 of the Code Miami-Dade County.

(1) Any adult entertainment use for which a building permit has been issued to establish such use prior to January 1, 2002, provided the work authorized by the building permit is completed and a Certificate of Use and Occupancy ("CO") is issued within the time prescribed by applicable regulations; or

(2) Any adult entertainment use for which a CO has been issued prior to January 1, 2002, provided such CO is valid (not expired or revoked) as of January 1, 2002.

Article XXX. IU-2 Industrial, Heavy Manufacturing District

Sec. 33-262. Uses permitted.

No land, body of water or structure shall be used or permitted to be used and no structure shall be hereafter constructed, reconstructed or structurally altered, maintained or moved in any IU-2 District, which is designed, arranged or intended to be used for any purpose, unless otherwise provided herein, except for one (1) of the following uses:

(1) Every use permitted in IU-1 District, except adult entertainment uses as defined in Section 33-259.1, and private schools and nonpublic educational facilities as defined in Section 33-151.11 are prohibited in the IU-2 District.

(2) Asphalt drum mixing plants which produce less than one hundred fifty (150) tons per hour in self-contained drum mixers.

(3) Rock and sand yards.

(4) Cement and clay products, such as concrete blocks, pipe, etc.

(5) Soap manufacturing, vegetable byproducts, only.

(6) Railroad shops.

(7) Sawmills.

(8) Petroleum products storage tank not exceeding 30,000-gallon capacity or a group of such tanks with an aggregate capacity not in excess of thirty thousand (30,000) gallons.

(9) Petroleum products storage tank with a capacity of over thirty thousand (30,000) gallons or a group of such tanks with an aggregate capacity in excess of thirty thousand (30,000) gallons if approved after public hearing or if placed below the surface of the ground or in a rockpit.

(10) Dynamite storage.

(11) Construction debris materials recovery transfer facility, provided such use shall be conducted entirely within an enclosed building consisting of a minimum of 15,000 square feet.

Counted toward this minimum floor area shall be areas set aside for office shop space and equipment storage associated with the construction debris materials recovery transfer facility.

Article XXXI. IU-3, Industrial, Unlimited Manufacturing District

Sec. 33-264. Uses permitted.

No land, body of water or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, moved or reconstructed, structurally altered or maintained for any purpose in an IU-3 District which is designed, arranged or intended to be used or occupied for any purpose, except for any one (1) or more of the uses listed in this section.

(1) Every use permitted in the IU-1 and IU-2 Districts, except adult entertainment uses as defined in Section 33-259.1, and private schools and nonpublic educational facilities as defined in Section 33-151.11 are prohibited in the IU-3 District.

(2) Residential uses as a watchman's or caretaker's quarters used in connection with an existing industrial use located on the premises concerned but for no other residential use.

(3) Uses listed below, subject to the provisions of Section 33-265.

Acetylene, generation and storage.
Acids and derivatives.
Alcohol, industrial.
Aluminum, powder and paint manufacture.
Ammonia.
Animal reduction plants.
Asphalt or asphalt products.
Atomic reactor.
Blast furnace.
Bleaching products.
Blooming mill.
Boiler manufacture (other than welded).
Brass and bronze foundries.
Calcium carbide.
Casein.
Caustic soda.
Celluloid.
Cellulose products.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Charcoal pulverizing.
Chlorine.
Cider and vinegar.
Cleaning and polishing preparation: dressings and blackings.
Coal tar product.
Coke oven products (including fuel gas) and coke oven product storage.
Cotton wadding.
Cottonseed oil, refining.
Creosote.
Distillation, manufacture or refining of coal, tar, asphalt, wood, bones.
Distillery (alcoholic), breweries and alcoholic spirits.
Dyestuff.
Dynamite storage.
Excelsior.

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Explosives.
Fat rendering.
Fertilizer, organic or inorganic, manufacture.
Film, photographic.
Fireworks.
Fish cannery or curing.
Fish oils, meal and by-products.
Flour, feed and grain milling.
Forge plant, pneumatic drop and forging hammering.
Foundries.
Gelatin products.
Glue, gelatin (animal) or glue and size (vegetable).
Graphite.
Guncotton (explosive).
Hair, felt or feathers, washing, curing and dyeing.
Hair, hides and raw fur, curing, tanning, dressing, dyeing and storage.
Hydrogen and oxygen manufacturing.
Insecticides, fungicides, disinfectants, or related industrial and household products (depending on materials and quantities used).
Ink manufacture from primary raw materials (including colors and pigments).
Jute, hemp and sisal products.
Lampblack, carbonblack and boneblack.
Lead oxide.
Linoleum and other similar hard surface floor coverings (other than wood).
Locomotive and railroad car building and repair.
Match manufacture and storage.
Metal and metal ores, reduction, refining, smelting and alloying.
Molasses.
Nitrate (manufactured and natural) of an explosive nature; and storage.
Nitroleng of cotton or other materials.
Nylon.
Oil cloth, oil treated products and artificial leather.
Oil refinery.
Oil wells.
Oils, shortening and fats (edible).
Ore pumps and elevators.
Paint manufacture, depending upon materials and quantities used.
Paper and paperboard (from paper machine only).
Paper and pulp mills.
Petroleum, gasoline and lubricating oil--refining and wholesale storage.
Phenol.
Pickles, vegetable relish and sauces, sauerkraut.
Plastic material and synthetic resins.
Potash.
Poultry slaughtering and packing (wholesale).
Pyroxylin.
Radioactive waste handling.
Rayon and rayon yarns.
Refractories (coal fired).
Refuse disposal.
Rendering and storage of dead animals, offal, garbage and waste products.

Rubber--natural or synthetic, including tires, tubes, or similar products, gutta percha, chickle and valata processing.
Sawmill.
Scrap metal reduction.
Shoddy.
Slaughterhouse.
Smelting.
Soaps (other than from vegetable by-products) or detergents, including fat rendering.
Solvent extraction.
Starch manufacture.
Steel works and rolling (ferrous).
Stockyards.
Storage batteries, wet cell.
Sugar refining.
Testing--jet engines and rockets.
Textiles bleaching.
Turpentine and resin.
Wallboard and plaster, building insulation.
Wire ropes and cable.
Wood preserving treatment.
Wool pulling or scouring.
Yeast.

Cross references: Use, possession and storage of explosives, Ch. 13; circuses and carnivals permitted in IU Districts without public hearing, § 33-13(f).

Sec. 33-265. Control of uses.
Any person, firm, corporation or other legal entity desiring to use any property or premises situated in an IU-3 District for the manufacture, assembly, processing or packaging of any article or matter enumerated in Section 33-264(3), or for the storage of relatively large quantities of such article or matter (not to include storage where storage is relatively small and incidental to the use of small quantities of such article or matter in connection with manufacture, processing or use permitted in more restrictive districts), or manufacture, assembly, processing, packaging or storage of similar articles or matter, or for any use or operation enumerated in said Section 33-264(3) or for similar use or operation, shall file with the Director a written application setting forth a full description of the proposed use or occupancy, and accurate legal description of the property or premises, a description of the structure or structures to be constructed or occupied, satisfactory proof that the proposed use will conform to the requirements of the Miami-Dade County Pollution Control Ordinance, and such other information as may be reasonably required by the Director, who shall determine from such information, whether or not the proposed use will, in fact, create objectionable influences ordinarily associated with the general type of such uses. If it is found that such use because of the method of operation, or type of materials used, the usual degree of hazardous conditions will not be created, the Director may assign the use to the IU-3 District or to a less restrictive zoning district. However, if it is determined that the high hazards usually anticipated in connection with the uses listed involving fire, explosions, noise, vibration, dust or emissions of smoke, odors, or toxic gases, or other hazards to public health, safety or welfare will be created, the Director shall require approval as result of a public hearing before such use is permitted. Upon filing of the application, the Director shall transmit such application, together with his recommendations, to the Community Zoning Appeals Board, who shall consider the application in accordance with the zoning procedure prescribed by article XXXVI of this

chapter, and transmit its recommendations to the County Commission. Provided, however, no use specified in Section 33-264(3) shall be established within five hundred (500) feet of any RU or EU District except after approval after public hearing. Provided, that the spacing limitation shall be two hundred fifty (250) feet if the use is confined within a building and an exterior wall or walls of the building located on the establishment is not penetrated with any openings directly facing the RU or EU District. It is further provided that, except for exterior uses, such distances shall be measured from the closest point of the subject use in the building to the RU or EU District. In connection with exterior uses, the distance of five hundred (500) feet shall be measured from the closest point of the IU District to the RU or EU District. For purposes of establishing such distances, the applicant for such use shall furnish a certified survey from a registered surveyor, which shall indicate such distances. In case of dispute, the measurement scaled by the Director of the Department of Planning and Zoning shall govern.

City of Doral Equivalent Zoning Districts

CHAPTER V. ZONING DISTRICTS

Section 22. General Use (GU) District

(a) *Standard for determining regulations to be applied.* If a neighborhood in the GU District is predominantly one (1) classification of usage, the Director shall be governed by the regulations for that class of usage in determining the standard zoning regulations to be applied, including setbacks, yard areas, type of structures, height, limitations, use, etc. For the purposes of this section, "trend of development" shall mean the use or uses which predominate in adjoining properties within the GU District which because of their geographic proximity to the subject parcel make for a compatible use. The Director shall be guided in determining what constitutes a neighborhood by limiting his evaluation to separate geographic areas which may be designated by natural boundaries (rivers, canals, etc.) and/or man-made boundaries (roads, full- and half-section lines, etc.). The Director's decision shall be subject to appeal pursuant to the provisions of of Chapter IV of this Code. If no trend of development has been established in the GU neighborhood, minimum standards of the SF-2 District shall be applied. Properties under power lines are exempted from this regulation and shall be regulated as per Section 3. regulations for uses under power lines. Public schools are also exempt from this regulation.
(b) Group homes shall be permitted pursuant to provisions of Section 4 (l) of Chapter IV.
(c) *New district classifications.* Subdivisions in GU Districts shall be governed by the provisions of Chapter XII. Where applications for building permits indicate the need for reclassification of an area in GU District, the Director may initiate an application for a change of zoning.
(d) *Public hearing on refusal to issue permit.* Whenever a permit to construct, alter, move or use a building or premises in a GU District is refused because the proposed use would conflict with regulations contained herein, the person desiring a permit may apply for a public hearing.

Section 1. Single family residential-1 district (SF-1)

(a) *Intent and Purpose of district:* The intent and purpose of the Single Family-1 Residential District ("SF-1") is to protect and preserve the integrity and value of existing, stable residential neighborhoods of estate density while at the same time, allowing a careful and deliberate redevelopment and revitalization of such neighborhoods in need of reinvigoration or neighborhoods with unique amenities which create unique opportunities to increase property values and the overall attractiveness of the city.

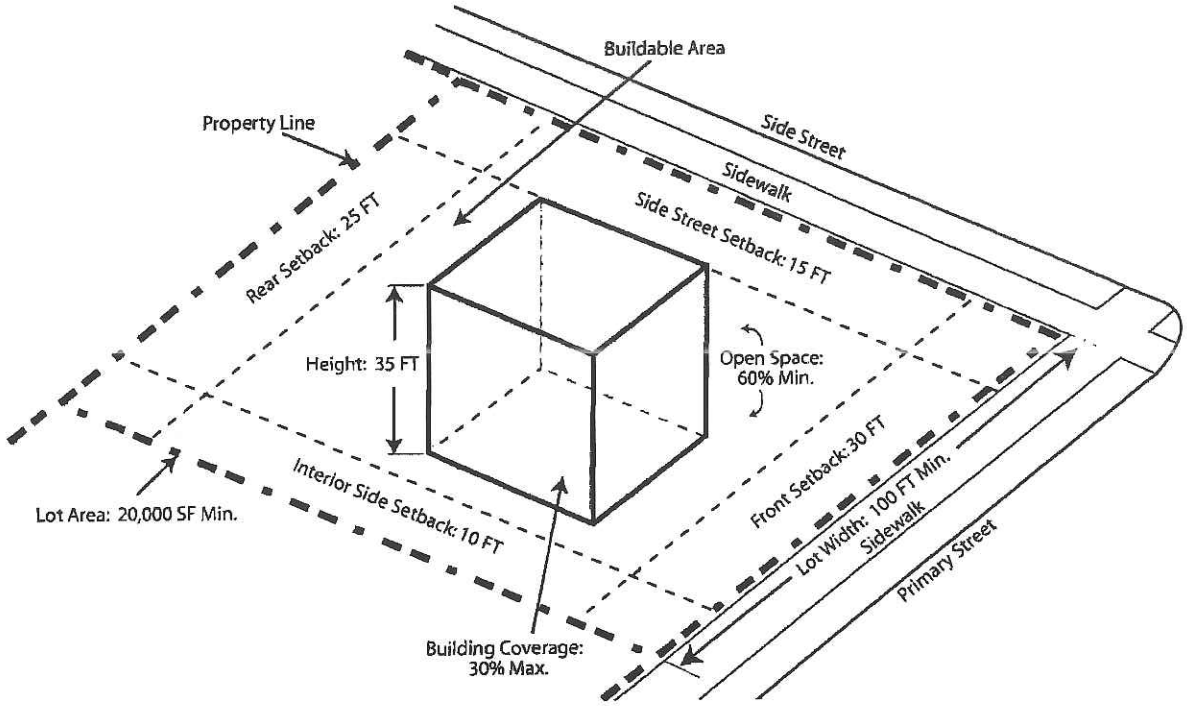
(b) *Permitted Uses*: The following uses are permitted in the Single Family-1 (SF-1) Residential district, while all other uses are conditional or prohibited:
(1) Every use as a one-family residence, including every customary use not inconsistent therewith, including a private garage.
(2) Municipal recreation building, playgrounds, parks or reservations owned and operated by a municipality, County, State or the United States Government.
(3) Golf courses.
(4) Public schools

(c) *Permitted uses with special development requirements:*
(1) Private recreation area, private recreation building or playground owned and maintained by a homeowner's or tenant association, provided same is approved in conjunction with approval of the subdivision at time of site plan approval or plat.

(2) Family day care and after-school care for children as per Section 4 (a) (k) in Chapter VI.
(3) A group home in a dwelling unit as per Section 4 (l) in Chapter VI.
(4) Religious praying places as per Section 4 (p) in Chapter VI.
(5) Uses that are allowed under power lines such as neighborhood nursery gardens, greenhouses and other similar uses as per Section 3. Regulations for uses under power lines. in Chapter VI.
(6) Ancillary uses to residential uses as per Section 4 (a) in Chapter VI.
a. Small doctors office
b. Fitness center
c. Private education
d. Child care
e. Dance/karate studios
f. Therapy for elderly
g. Assembly halls
h. Art instruction
i. Convenience stores
j. Government uses
(7) Small scale public facilities and utilities less than one (1) acre in size.
(8) All other related and/or similar uses.

(d) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

SF-1 — Single Family-1 Residential District



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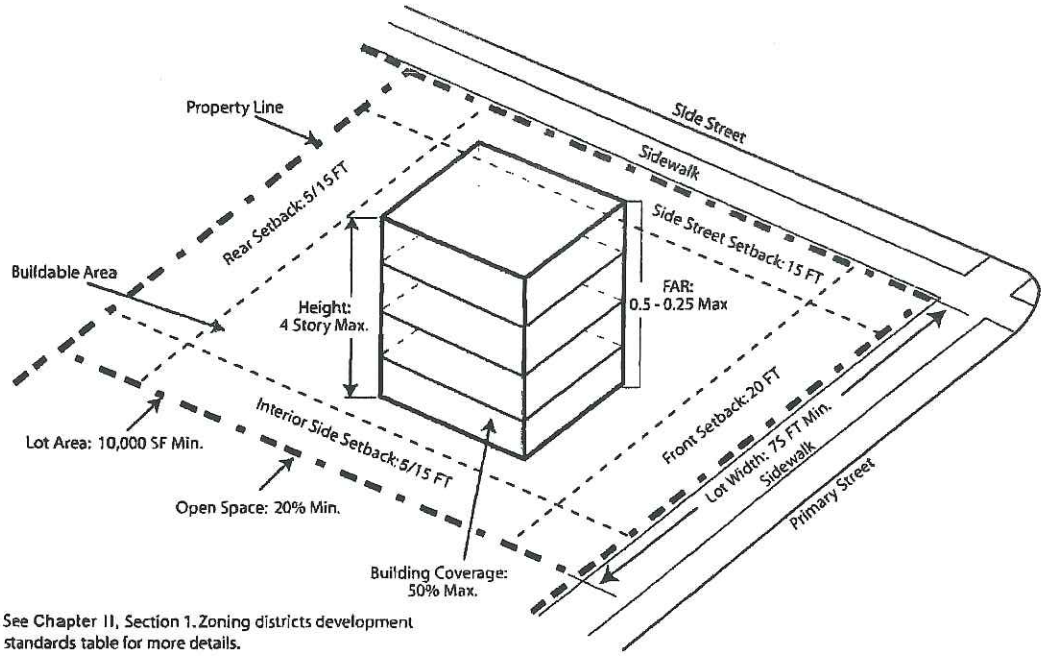
(a) *Intent and Purpose of district:* The Office districts are established to provide for office use environments for low to high intensity office uses.

(b) *Permitted Uses*: The following uses are permitted in all the three Office (O-1, O-2 and O-3) districts, while all other uses are conditional or prohibited:
(1) Professional and Medical Offices (Refer to Chapter IV for a detailed list of uses)
(2) Art galleries, theaters and museums.
(3) Hotels & Motels with a maximum density of 75 units per acre
(4) Retail Services (Refer to Chapter IV for a detailed list of uses) with no more than 5% of the total floor area. If the property's Future Land Use Designation is Office and Residential, then 10% of the floor area may be used for Retail Services.
(5) Public schools

(c) *Permitted uses with special development requirements:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for the following uses:
(1) Hotels pursuant to Section (4) (m) in Chapter VI.
(2) Restaurants pursuant to Section 5. Alcoholic beverages. of Chapter VI
(3) Wine cafes pursuant to Section 5. Alcoholic beverages. of Chapter VI
(4) Bars pursuant to Section 5. Alcoholic beverages. of Chapter VI

O-1 — Office-1 District



See Chapter II, Section 1. Zoning districts development standards table for more details.

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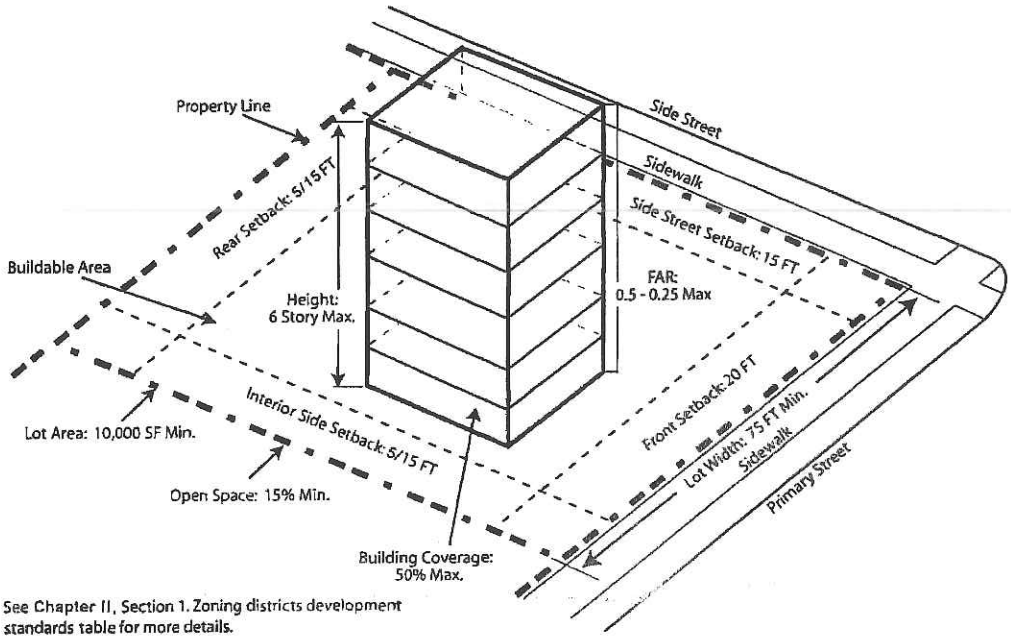
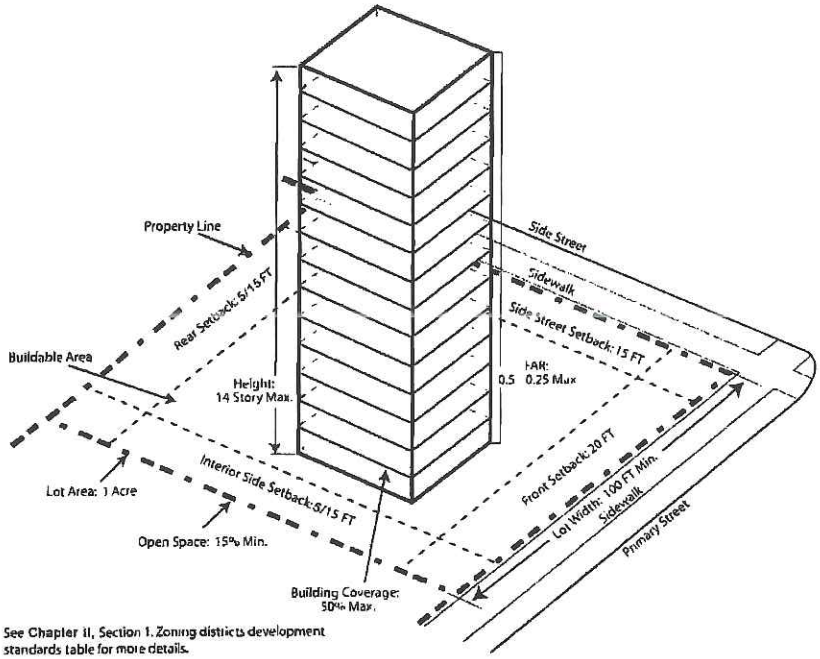
(d) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

O-2 — Office-2 District



See Chapter II, Section 1. Zoning districts development standards table for more details.

O-3 — Office-3 District



See Chapter II, Section 1. Zoning districts development standards table for more details.

70

Section 11. Neighborhood commercial district

(a) *Intent and Purpose of district:* The Neighborhood Commercial District is established to provide for low to moderate intensity business uses in a neighborhood environment.

(b) *Permitted Uses*: The following uses are permitted in the Neighborhood Commercial (NC) district, while all other uses are conditional or prohibited:

(1) Retail services in the following categories (Refer to Chapter II. Use compatibility table for a detailed list of uses under these categories)

a. Banks
b. Tangible sales
c. Fitness/Sports
d. Animal service
e. Beauty and personal services
f. Other services that are similar to above uses and shall be approved by the Director of Planning & Zoning Department

(2) Restaurant/Cafeteria
(3) Professional offices (Refer to Chapter IV for a detailed list of uses)
(4) Low intense medical offices and clinics (Refer to Chapter II. Use compatibility table for detailed list of uses).
(5) Educational and training institutions
(6) Public schools
(7) Amusements
(8) Laundry pick up/drop off
(9) Religious facilities

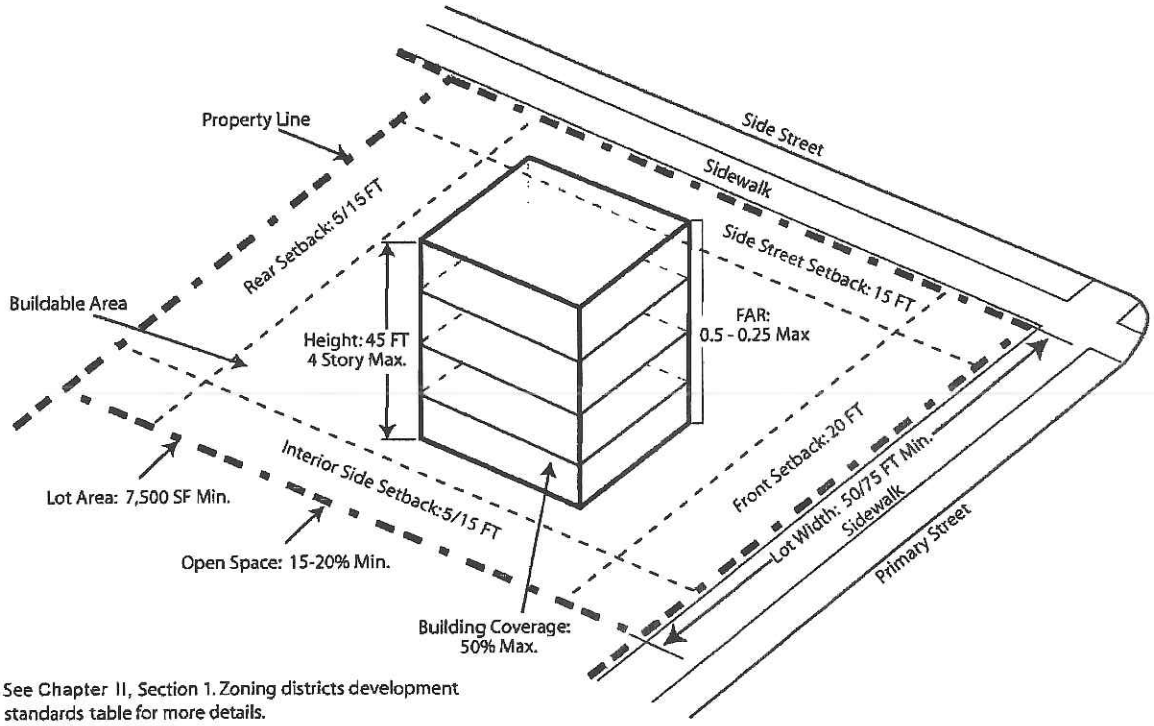
(c) *Permitted uses with special development requirements:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for the following uses:

(1) Wine cafes pursuant to Section 5. Alcoholic beverages. of Chapter VI
(2) Wine cafes with retail sales pursuant to Section 5. Alcoholic beverages. of Chapter VI
(3) Billiards pursuant to Section 5. Alcoholic beverages. of Chapter VI
(4) Hotels and motels (mixed-use) pursuant to Section 4 (m) of Chapter VI.
(5) Hotels & Motels (stand alone) with a maximum density of 75 units per acre

(d) *Special exception uses:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for the following uses:

(e) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

NC — Neighborhood Commercial District



See Chapter II, Section 1. Zoning districts development standards table for more details.

72

Section 12. Corridor commercial district

(a) *Intent and Purpose of district:* The Corridor Commercial District is established to provide for medium to high intensity business uses on major corridors and prime commercial areas.

(b) *Permitted Uses*: The following uses are permitted in the Corridor Commercial (CC) district, while all other uses are conditional or prohibited:

(1) Retail services in the following categories (Refer to Chapter II. Use compatibility table for a detailed list of uses under these categories)
a. Banks
b. Tangible sales
c. Fitness/Sports
d. Animal services
i. Pet shop
ii. Grooming
iii. Animal training
iv. Veterinarians
e. Firearms
f. Beauty and personal services
g. Religious facilities
h. Other services that are similar to above uses and shall be approved by the Director of Planning & Zoning Department
(2) Eating establishments
a. Restaurant/Cafeteria
b. Drive-in restaurants
c. Wine cafes
d. Wine cafes with retail sales
e. Billiards
f. Liquor sales with tasting
g. Bars and pubs
(3) Professional offices (Refer to Chapter II for a detailed list of uses)
(4) Medical offices and uses
(5) Regional Mall
(6) Educational and training institutions
(7) Public schools
(8) Admission facilities like auditoriums, theaters, museums and galleries (Refer to Chapter II for a detailed list of uses).
(9) Car wash places
(10) Amusements

(c) *Permitted uses with special development requirements:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for the following uses:

(1) Night clubs pursuant to Section 5. Alcoholic beverages. of Chapter VI
(2) Hotels and motels (mixed-use) pursuant to Section 4 (m) of Chapter VI
(3) Hotels & Motels (stand alone) with a maximum density of 75 units per acre
(4) Auto/truck/van sales pursuant to Section 4 (h) of Chapter VI

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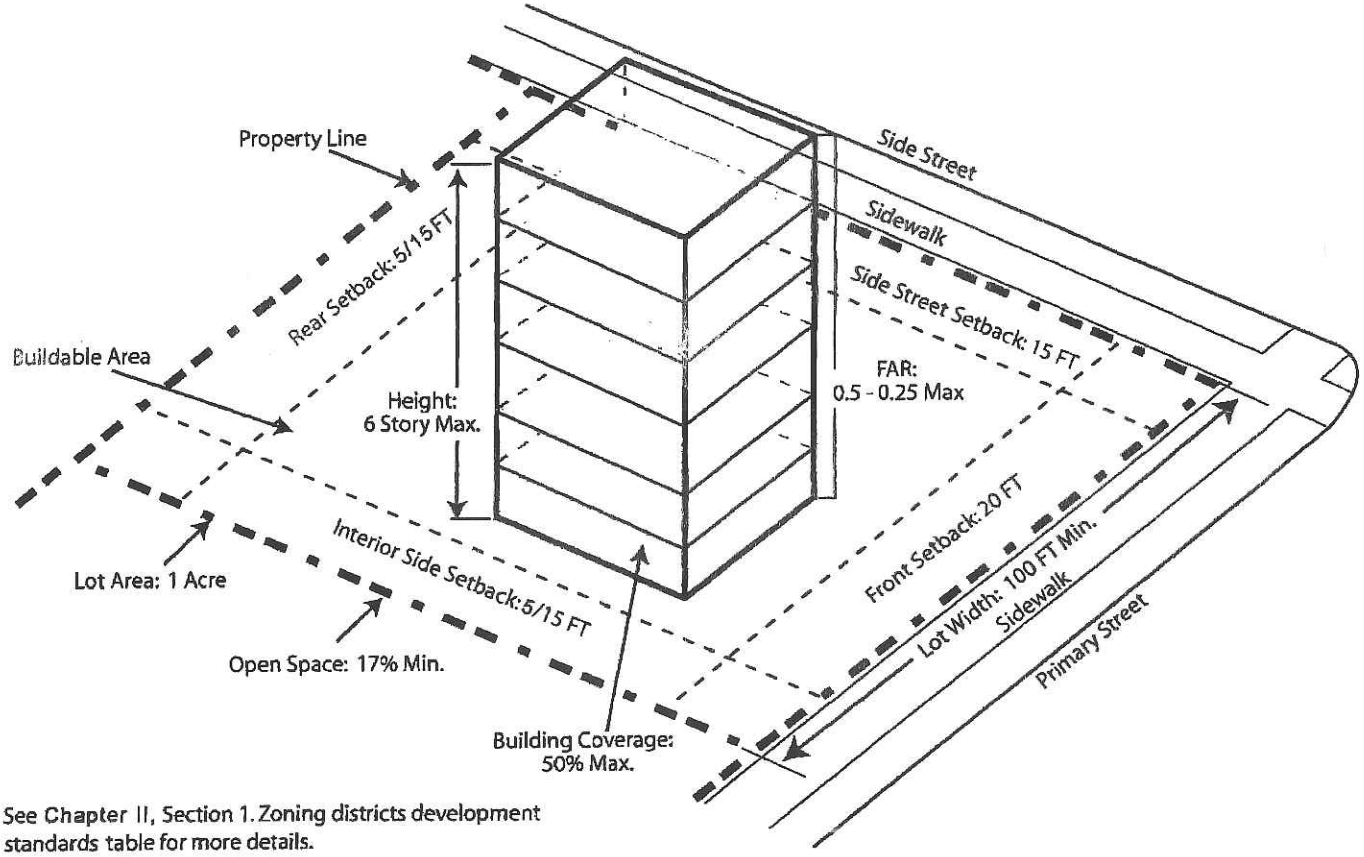
(5) Mini-warehouses and self storage facilities pursuant to conditions mentioned in the definitions chapter
(6) Passenger service facilities

(d) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

CC — Corridor Commercial District



See Chapter II, Section 1. Zoning districts development standards table for more details.

Section 17. Industrial commercial district (IC)

(a) *Intent and Purpose of district:* The intent and purpose of the Industrial Commercial District ("IC") is to provide for uses with commercial and industrial in nature and that are in close proximity to major roadways.

(b) *Permitted Uses:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development requirements for these uses permitted in the Industrial Commercial "IC" district.

(1) Residential uses as a watchman's or caretaker's quarters in connection with an existing industrial use located on the premises concerned.
(2) Professional Office
(3) Medical Office – see definitions
(4) Restaurants
(5) Hotels & Motels with a maximum density of 75 units per acre
(6) Retail and services – only 15 % of the entire development and could be independent from the principal use.
(7) Educational facilities
(8) Public schools
(9) Trade schools
(10) Religious facilities
(11) Day care facilities
(12) Warehouses
(13) Showrooms
(14) Manufacturing light (see Chapter III for definitions)
(15) Place of assembly (Banquet halls, private clubs, convention and Auditoriums)
(16) Recreation facilities
(17) Automotive rental
(18) Mini warehouse
(19) Motion picture production studios
(20) Parking lots
(21) Bars
(22) Night Clubs
(23) Wine Cafes
(24) Kennels

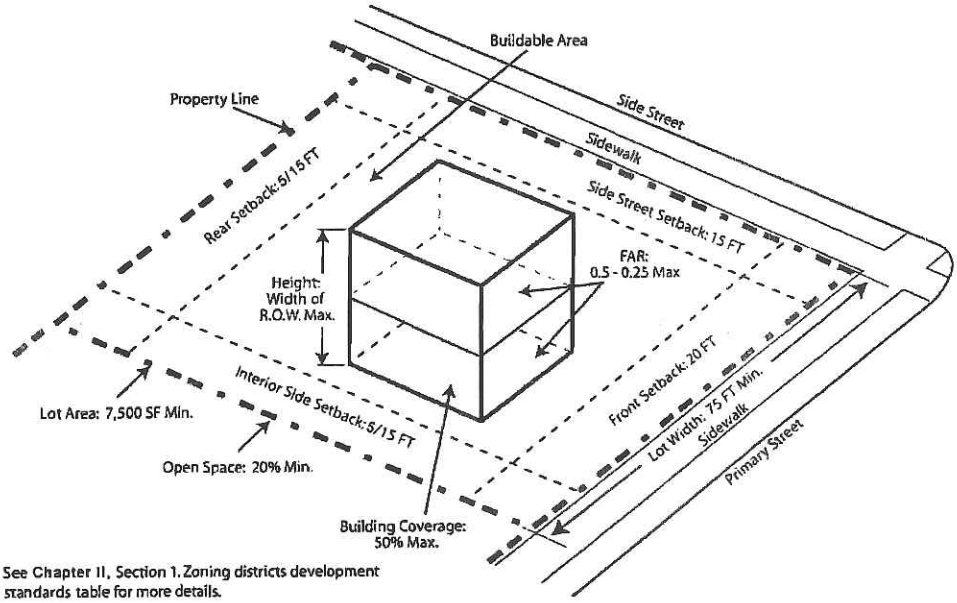
(c) *Permitted Uses with special development requirements:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for these uses permitted in the Industrial Commercial "IC" district.
(1) Auto dealerships and truck sales for new and/or used vehicles including ancillary uses such as auto and truck rentals, wholesale distribution and auto repair – only forty percent (40%) of total gross building area is allowed for repair/service bays.
(2) Auto repair, painting, top and body works pursuant to Section (4) (b) in Chapter VI.
(3) Hotels and Motels pursuant to Section (4) (m) in Chapter VI.
(4) Manufacturing medium (see Chapter III for definitions) pursuant to Section (4) (n) of Chapter VI.
(5) Pharmaceutical storage pursuant to Section (4) (o) of Chapter VI.
(6) Salesrooms and showrooms pursuant to Section (4) (q) of Chapter VI.
(7) Telecommunications hubs pursuant to Section (4) (r) of Chapter VI.
(8) Warehouse, membership pursuant to Section (4) (s) of Chapter VI.
(9) Retailing of secondhand items and pawnshops pursuant to Section (4) (t) of Chapter VI.

(d) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

(e) The operation of an equipment and appliance center for the testing, repairing, overhauling and reconditioning of any and all equipment, appliances, and machinery sold by the operator/occupant; provided such may be manufactured at the location of the operation and in connection therewith individual customers bringing equipment to the site for such repairing, overhauling or reconditioning, may purchase parts for such equipment, appliances, or machinery.

(f) *Uses confined to building.* At all manufacturing establishments or rebuilding, storage or repair places permitted in an Industrial Commercial (IC) district, all materials and products shall be stored and all manufacturing, rebuilding, storing or renovating operations shall be carried on entirely within an enclosed building or confined and completely enclosed within masonry walls not less than six (6) feet in height; provided the water frontage of shipyards, dry docks, boat slips, and like uses may be open.

IC — Industrial Commercial District



See Chapter II, Section 1. Zoning districts development standards table for more details.

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Section 18. Industrial district (I)

(a) *Intent and Purpose of district:* The intent and purpose of the Industrial District ("I") is to allow for industrial uses in the City of Doral, which shall increase the economic activity as being in close proximity to Miami International Airport and to retain and continue allowing industrial uses in the city.

(b) *Permitted Uses:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development requirements for these uses permitted in the Industrial "I" district.

(1) Residential uses as a watchman's or caretaker's quarters in connection with an existing industrial use located on the premises concerned.
(2) Professional Office
(3) Medical Office – see definitions
(4) Restaurants
(5) Hotels & Motels with a maximum density of 75 units per acre
(6) Retail and services – permitted only as an ancillary use - only 15 % of the entire development in conjunction with principle uses.
(7) Educational facilities
(8) Public schools
(9) Trade schools
(10) Religious facilities
(11) Day care facilities
(12) Warehouses
(13) Showrooms
(14) Manufacturing light
(15) Place of assembly (Banquet halls, private clubs, convention and Auditoriums)
(16) Recreation facilities
(17) Automotive rental
(18) Mini warehouse
(19) Motion picture production studios
(20) Parking lots
(21) Kennels

(c) *Permitted uses with special development requirements:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to Chapter VI for special development regulations for these uses permitted in the Industrial "I" district.

(1) Hotels and Motels pursuant to Section (4) (m) of Chapter VI.
(2) Bars pursuant to of Chapter VI.
(3) Auto dealerships and truck sales pursuant to Section (4) (h) of Chapter VI.
(4) Auto repair, painting, top and body works pursuant to Section (4) (d) of Chapter VI.
(5) Manufacturing heavy pursuant to Section (4) (n) of Chapter VI.
(6) Manufacturing medium pursuant to Section (4) (n) of Chapter VI.

(d) *Special exception uses:* Refer to Chapter II for a detailed list of various types of uses and development standards. Refer to *Section 16. Special development regulations for adult uses.* of Chapter VI for special development regulations for these uses permitted in the Industrial "I" district.

(1) Adult Uses

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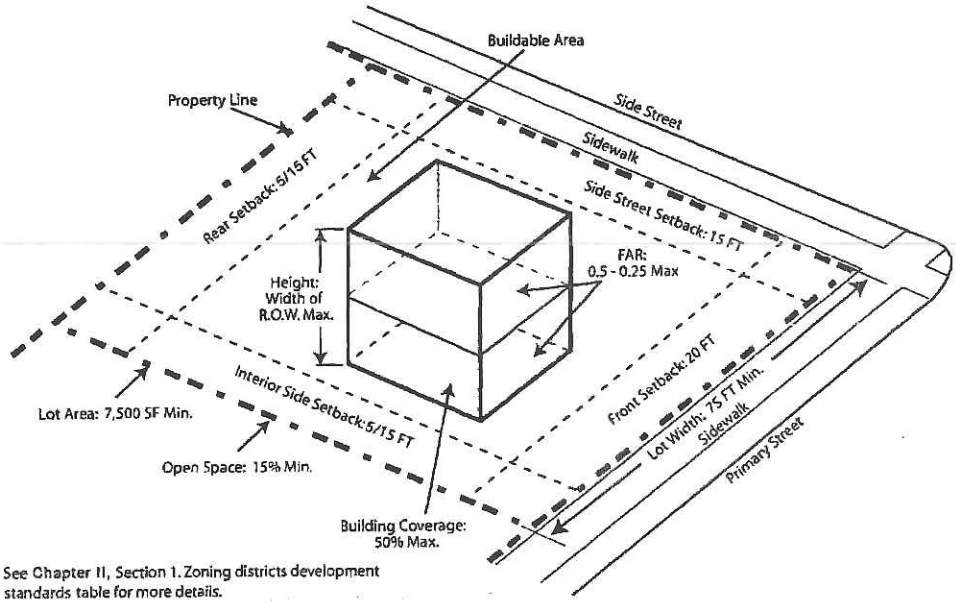
(e) *Development Standards and additional regulations:* Refer to Chapter II for a detailed list of various types of uses and development standards. For additional regulations refer to Chapter VII. Landscaping and Buffer; Chapter VIII. Urban Design and Architectural Standards; Chapter IX. Roads and Vehicular Use Areas; Chapter X. Sign Regulations and Chapter XI. Towers, Poles and Masts.

I — Industrial District



See Chapter II, Section 1. Zoning districts development standards table for more details.

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List of Services to be Provided

a. Police

The City of Doral Police Department comprises 95 sworn officers for the current 2008/2009 budget year. With a $14 Million current year budget the Police Department is prepared to absorb any additional required police services.

Upon completion of the annexation process and municipal boundary change the City would provide immediate coverage to the area. If the annexation is successful an increase of two sergeants, 10-officers, and 2-detectives would be contemplated for FY2009/2010.

b. Fire Protection

Fire Protection is provided by Miami-Dade County fire services for the City of Doral residents. Primary Fire Rescue service for the **proposed annexation area** will be provided by Fire Battalion 11 and Battalion 12, as referenced below. The following station territories lie within the proposed annexation area.

Battalion 11

Station	Address	Unit
Virginia Gardens 17	7050 NW 36 St	Aerial
Medley 46	10200 NW 116 Way	Technical Response Team
Miami Springs 35	201 Westward Dr	Rescue, Engine
Hialeah Gardens 28	10350 NW 87 Ave	Rescue

Batallion 12

Station	Address	Unit
Doral 45	9710 NW 58 St	Medic Engine
Fontainbleau 48	8825 NW 18 Terr	Rescue
Future Station 69	NW 112th Avenue and NW 74th Street	

A Battalion, is defined as a fire department organizational unit comprised of multiple units under the command of a Chief Fire Officer. The annexed area will be served by Battalion 11, which is comprised of Virginia Gardens Station 17, Medley Station 46, Miami Springs Station 35, and Hialeah Gardens Station 28, new Station 69 and others. Battalion 12 will also serve the area. Battalion 12 is comprised of Doral Station 45, Fontainbleau Station 48, and other stations. Although these units primarily serve their own communities (Miami Springs, Medley, Miami Gardens) they come together in response to any major incident in the area. They also provide support services when primary response units are on other service calls. To develop proficiency and unit coordination, the Battalion units regularly drill together.

Battalion 11 is also part of Miami Dade Fire Rescue's Special Operations Division. In addition to their normal firefighting, dive rescue and emergency medical activities, Stations 17, 28, 46, and 48 have some very special capabilities.

Station 46 serves as part of the urban search and rescue (USAR-1) and the Technical Rescue Team (TRT Units). Members of these units are trained in vehicle extraction, confined space rescue, trench rescue and elevated victim rescue. Station 17 is equipped with aerial apparatus units that are especially suited for taller buildings. Stations 28 and 48 comprise the core of the County's Hazardous Materials Response Team, Rescue and USAR-1 rescue support services.

Miami-Dade Fire Rescue Department provides fire and rescue service to the annexation area. There will be no change in this service if annexation occurs. There is no cost to the City of Doral for this service. All costs are directed to the property owners in the annexed area.

c. Water Supply and Distribution

The Miami-Dade County Water and Sewer Department currently services the Annexation Area through its water supply and distribution system and will continue to do so. Also, MDWASD has the capacity to handle any future development in this area.

d. Facilities for Collection and Treatment of Sewage

The Miami-Dade County Water and Sewer Department currently services the Annexation Area through its collection and treatment system and will continue to do so. Also, MDWASD has the capacity to handle any future development in this area.

e. Garbage and Refuse Collection and Disposal

The County's Department of Solid Waste Management will continue to serve existing customers but typically commercial and industrial areas will be required to contract for refuse removal services utilizing the County's landfills.

f. Street Lighting

Florida Power and Light provides electricity and lighting to the Annexation Area and will continue to do so.

g. Street Construction and Maintenance

The State of Florida will be responsible for the maintenance of State roads while Miami-Dade County will be responsible for County roads. The remaining municipal streets totaling 5.5 miles will become City roads.

h. Park and Recreation Facilities and Services

The City has adequate park and recreational facilities to serve the needs of residents and of those employed in the City's municipal boundaries.

I. Building Inspection

The City assumed this function on October 1, 2004 and is therefore responsible for all building inspections. One additional Code Compliance Officer will be required.

j. Zoning Administration

The City assumed this function on September 6, 2004 and is therefore responsible for all zoning related matters.

k. Local Planning Services

The City assumed this and other local planning services functions on September 6, 2004 but shall continue to acknowledge the Miami-Dade County Comprehensive Development Master Plan until the City's own Comprehensive Development Master Plan becomes effective.

l. Special Services Not Listed Above

The City assumed the platting function on October 1, 2004 and is therefore responsible for all applications for plat approval and waivers of plat.

m. General Government

The City has a Mayor-Council-Manager form of government. The Mayor and four Council members (Members of the Council) are vested with all legislative powers as set forth in the municipal charter of the City and are elected at-large for staggered four year terms (beginning in 2006) and may serve no more than two consecutive terms. The Council's powers include establishing public policy and law and directing the City Manager.

The City Manager serves as the Chief Administrative Officer of the City and is responsible to the Council for the administration of all City affairs. These duties include responsibility for all City departments and operations. The current number of employees is 270 and will be expanded as the City takes on additional responsibilities.

Timetable for Supplying Services

a. Police
Immediate/No Change. The City officially began its own Police Department on June 6, 2008 from Miami-Dade County and would be able to adequately handle any policing needs in the annexation area.

b. Fire Protection
Immediate/No Change. Miami-Dade Fire Rescue will continue to provide services in perpetuity.

c. Water Supply and Distribution
Immediate/No Change. Miami-Dade County Water and Sewer Department will continue to supply potable water through its water supply and distribution system.

d. Facilities for Collection and Treatment of Sewage
Immediate/No Change. Miami-Dade County Water and Sewer Department will continue to service the Annexation Area through its wastewater collection and treatment system.

e. Garbage and Refuse Collection and Disposal
Immediate/No Change. The Annexation Area will continue to be part of the Solid Waste and Collection System.

f. Street Lighting
Immediate/No Change. Any new lighting will be paid for through Special Taxing Districts or funded by FPL through user fees.

g. Street Construction and Maintenance
Immediate/No change. The County shall maintain responsibility for section line roadways while the City will maintain roadways designated municipal streets.

h. Park and Recreation Facilities and Services
Immediate/No Change No new recreational facilities will be needed to service the Annexation Area due to the lack of residential areas.

i. Building Inspection
Immediate/No Change This function was assumed by the City on October 1, 2004.

j. Zoning Administration
Immediate/No Change This function was assumed by the City on September 6, 2004.

k. Local Planning Services
Immediate/No Change This function was assumed by the City on September 6, 2004.

l. Special Services Not Listed Above
Immediate/No Change Platting functions were assumed by the City on October 1, 2004.

m. General Government
Immediate/No Change After the annexation process is completed, the City of Doral will be responsible for all general government services.

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Financing of Services

a. Police
The City will fund this service through its General Fund via tax collections.

b. Fire Protection
Fire and Rescue services will continue to be provided by Miami-Dade County Fire Rescue Department. Services are financed through the Fire Rescue Special Taxing District.

c. Water Supply and Distribution
Water supply and distribution services will continue to be provided by MDWASD. Costs associated with new development (water main extensions and connections) will be paid by the developers. Residential and commercial water usage charges will provide the revenues for the continued operation and maintenance of the water supply and distribution system.

d. Facilities for Collection and Treatment of Sewage
Wastewater treatment and collection services will continue to be provided by MDWASD. Costs associated with new development (wastewater main extensions and connections) will be paid by the developers. Residential and commercial sewer usage charges will provide the revenues for the continued operation and maintenance of the wastewater treatment and collection system.

e. Garbage and Refuse Collection and Disposal
The County's Department of Solid Waste Management will continue to serve existing customers but typically commercial and industrial areas will be required to contract for refuse removal services utilizing County landfills. Services provided by the County are financed through tax collections.

f. Street Lighting
Street lighting is financed through FP&L or Special Taxing Districts created by new development.

g. Street Construction and Maintenance
The costs of new street construction will be funded by the associated new development. Maintenance will be funded through the City's General Fund.

h. Park and Recreation Facilities and Services
The operation and maintenance of these facilities will be funded through the General Fund. As stated previously, no new parks are required to service the Annexation Area.

i. Building Inspection
Building Inspections are financed through user fees.

j. Zoning Administration
Zoning Administration services are financed through user fees.

k. Local Planning Services
Local Planning Services are financed through user fees.

l. Special Services Not Listed Above
Platting function costs are financed through user fees.

m. General Government

General Government Services are provided and funded through tax collections.

Tax Load on Annexation Area

Gross Revenue is based on the 2008 Taxable Property Rolls and other revenues. The Cost of Providing Services (Expenditures) is based on expected costs the City believes it will incur.

The City of Doral Budget (FY 08-09) process has been completed and maintains a millage rate of 2.447. The current Miami-Dade County millage rate is 2.0406.

Property Tax Revenue is determined by the following formula:

Revenue = Taxable Property X Millage X .95/1000

SECTION TOWNSHIP RANGE	2008 TAXABLE PROPERTY ROLLS	PROPERTY TAX REVENUE	COST OF PROVIDING SERVICES	NET BUDGET GAIN/LOSS
31-53-40	$784,137,200	$1,822,844	$1,520,815	**$302,029**

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Certificate of Director of Planning & Zoning

See Section 6 above.

86

Petition with Clerk of County Commission

Not required for an annexation application initiated by a municipal governing body.

87

END

Attachment "A"

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600-FOOT RADIUS MAP OF:

SCALE: 1"= 1200'

LEGAL DESCRIPTION:

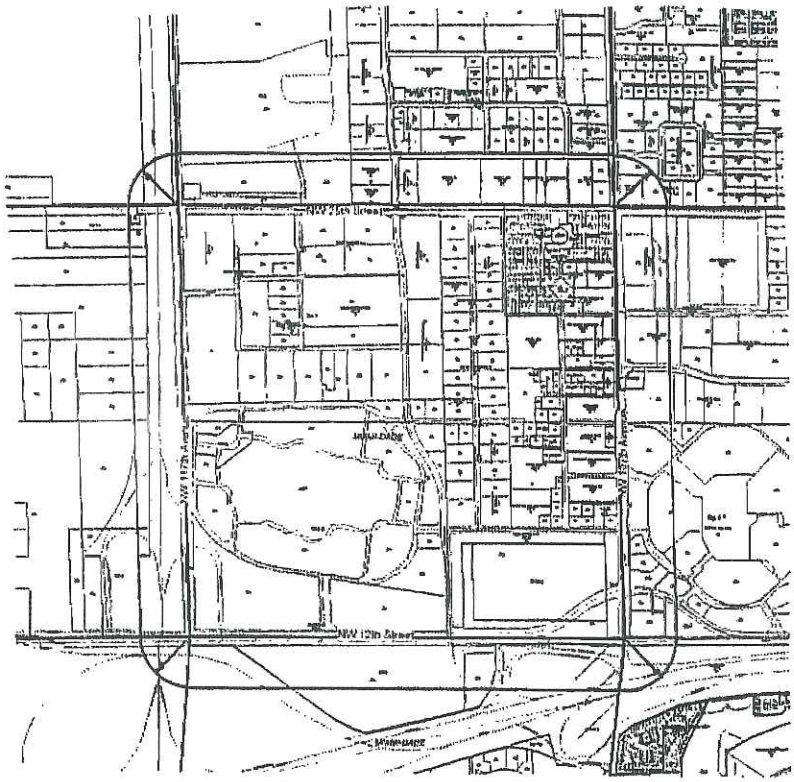
All of Section 31, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.

LOCATION: NW 12th Street and NW 25th Street and NW 107th Avenue and 117th Avenue

FOR: City of Doral

DATED: August 31, 2009

ORDER NO.: 90807



The Zoning Specialists Group, Inc.
7000 NW 103rd Street, Suite 104
Hialeah Lakes, FL 33016
Ph: (305) 828-1210 Fax: (305) 828-1974

I **HEREBY CERTIFY:** That all the properties shown herein are lying within a 600-foot radius from all boundary lines of the subject property.
I **FURTHER CERTIFY:** That this radius map is true and correct to the best of my knowledge and belief.

BY: JOSE F. LOPEZ, P.S.M.
Professional Surveyor & Mapper
License, State of Florida.

NOTE:
NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYOR'S SEAL

The Zoning
Specialists Group, Inc.

August 31, 2009

City of Doral
Planning & Zoning Department
8300 NW 53 Street, Suite 206
Doral, FL 33166

ORDER #90807A

RE: Property Owners List within Section

LEGAL DESCRIPTION:
All of Section 31, Township 53 South, Range 40 East, Miami-Dade County, Florida.

PREPARED FOR: City of Doral
TOTAL NO. OF LABELS: 492

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within said Section 31, Township 53 South, Range 40 East. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

Jose F. Lopez, P.S.M. #3086

7900 NW 155th Street • Suite 104 • Miami Lakes, FL 33016
Phone: 305-828-1210 • Fax: 305-828-1974
E-mail: thezoningroup@bellsouth.net

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THE FOLLOWING ARE PROPERTY OWNERS WITHIN SECTION 31-53-40:

LEGAL DESCRIPTION:
All of Section 31, Township 53 South, Range 40 East, Miami-Dade County, Florida.

PREPARED FOR: City of Doral
DATED: August 31, 2009

LEGAL DESCRIPTION, PROPERTY ADDRESS & TAX FOLIO NUMBER * **OWNERS & MAILING ADDRESS**

Section 31-53-40

Beg X Of E/l Of W3/5 & N R/w/l Nw 17 St Th S 89 Deg W 229.07ft N 01 Deg W 244.54ft N 88 Deg E 228.99ft S 01 Deg E 250.07ft M/l To Pob 30-3031-000-0010	Miami Dade County 9300 Nw 41st St Doral Fl 33178-2312
All That Port Lyg N Of N/l Of S285ft Of N1/2 Of W3/5 Less W1/5 Of N1/2 Of Ne1/4 & Less W75ft Of N399.12ft M/l & Less Port Lyg In Pb 151-73 & Less C/r/w & Less Port Lyg In Pb 154-40 & 154-42 30-3031-000-0015	Lightspeed Of Beacon 300 Hollywood Way Hollywood Fl 33021-7059
Port Of W3/5 Of S1/2 Of Sec Desc Beg 70fte & 102.64ftn Of Sw Cor Of Sec Cont N1417.28ft Sely A/d 1345.06ft S 82 Deg E 465.41ft S543.70ft S 43 Deg W 139.64ft W1390.04ft Nwly A/d 38.64ft To Pob & Beg 80ftn & 1809.77fte Of Sw Cor Of Sec Cont E1281.88ft N395.95ft N 82 Deg W 1427.29ft S525.59ft S 46 Deg E 143.18ft To Pob A/k/a Dot Parcel 100.6 30-3031-000-0019	State Of Florida 1000 Nw 111th Ave Miami Fl 33172-5800

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Port Of W3/5 Of Sec Desc As Comm Se Cor Of Tr B Th S 01 Deg E 250.07ft S 89 Deg N 229.07ft For Pob Cont S 89 Deg W 71.45ft Swly Ad 71.47ft Nely Ad 38.10ft Nely Ad 201.86ft N 01 Deg W 25.61ft N 88 Deg E 189.01ft S 01 Deg E 244.54ft To Pob 30-3031-000-0020	Rotunno & Rotunno Holdings Inc 2320 Ponce De Leon Blvd Coral Gables Fl 33134-5408
S1/2 Of S1/2 Of E2/5 Less Beg Se Cor Of Sec Th W77.24ft Nely201.88ft N149.26ft Nely326.59ft N645.30ft E35.01ft S1322.08ft To Pob & Less N35ft & W35ft For R/w & Less Beg 1242.87ft Of Se Cor Of Sec Th Cont S 89 Deg W 830.01ft N 01deg W 142.54ft S 46 Deg E 46.53ft N 89 Deg E 800.25ft Ely & Nely A/d 598.81ft N 51 Deg E 216.09ft Nely & Ely A/d 477.88ft N 36 Deg E 40.31ft N 01 Deg W 162ft N 04 Deg E 100.57ft S 01 Deg E 250.47ft Sly A/d 209ft N 50 Deg W 49.66ft Swly A/d 283.99ft S70 Deg W 50.79ft Swly A/d 29.13ft S 53 Deg W 277.95ft Swly & Wly A/d 639.30ft To Pob & Less Tr A Per Pb 161-46 30-3031-000-0021	107th Ave Gamma Llc 1717 Collins Ave Miami Fl 33139-2006
E75ft Of W255ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 3 Blk 12 30-3031-000-0070	Delta Bay Investments Llc Antonio D Jacomino 5805 Blue Lagoon Dr #220 Miami Fl 33126-2056
E75ft Of W180ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 2 Blk 12 30-3031-000-0080	Idalmys Peguero 6039 Collins Ave #910 Miami Beach Fl 33140-2251
N1/2 Of E327.45ft Of S1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less E35ft For R/w Aka N82.5ft Of Lots 8 Thru 10 & N82.5ft Of S1/2 Of Trs 16 Thru 18 Blk 12 Truman City U-r 10765 Nw 19th Ave 30-3031-000-0100	Ocean Bank 780 Nw 42nd Ave #312 Miami Fl 33126-5536

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E75ft Of W105ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less N25ft & Less Ext Area Of Curve In Nw Cor A/k/a Lot 1 Blk 12 Truman City 30-3031-000-0110	Azure Of South Florida Llc 6917 Collins Ave #1109 Miami Beach Fl 33141-7202
N25ft Of W180ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less W30ft 30-3031-000-0112	Idalmys Peguero 6039 Collins Ave #910 Miami Beach Fl 33140-2251
N25ft Of E75ft Of W255ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 30-3031-000-0114	Delta Bay Investments Llc Antonio D Jacomino 5805 Blue Lagoon Dr #220 Miami Fl 33126-2056
E291.33ft Of W621.33ft Of N1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 A/k/a Lots 5 Thru 7 & N1/2 Of Trs 16 Thru 18 Truman City Ur 30-3031-000-0120	Doral Point Llc 255 Alhambra Cir Ste 380 Coral Gables Fl 33134-7402
S1/2 Of E327.45ft Of S1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less E35ft & S25ft For R/w Aka S57.5ft Of Lots 8 Thru 10 & S57.7ft Of S1/2 Of Trs 16 Thru 18 Blk 12 Truman City U-r 30-3031-000-0131	Ocean Bank Michael C Montero 780 Nw 42nd Ave #312 Miami Fl 33126-5536
S25ft Of S1/2 Of S1/2 Of Ne1/4 Of Se1/4 Of Ne1/4 Less W30ft & Less E35ft For R/w 30-3031-000-0132	Amadeo Lopez-castro 608 Valencia Ave Coral Gables Fl 33134-5635

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W75ft Of E331ft Of N1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 5 Blk 14 & N25ft Of E331ft N1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 30-3031-000-0200	Sigma Constr & Engineering Corp 4420 Sw 97th Ave Miami Fl 33165-5865
W76ft Of E106ft Of S1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less S25ft Per Db 3722-596 Aka Lot 9 Blk 14 30-3031-000-0220	Lisa & Camilo De La Caridad Perez 2401 Collins Ave #1002 Miami Beach Fl 33140-4743
W76ft Of E106ft Of N1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 8 Blk 14 30-3031-000-0230	Antonio & Aracely Meilan 400 Nw 130th Ave Miami Fl 33182-1144
E256ft Of N1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less E106ft & Less N25ft Thereof Aka Lots 6-7 Blk 14 & E181ft Of S1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less E106ft & Less S25ft Thereof Aka Lot 10 Blk 14 30-3031-000-0231	Camilo De La Caridad Perez 2401 Collins Ave #1002 Miami Beach Fl 33140-4743
W75ft Of E256ft Of S1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less S25ft 30-3031-000-0232	Rogelio Lopez 4231 Sw 5th Ter Coral Gables Fl 33134-1948
W151.34ft Of E181.34ft Of S1/2 Of S1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less S35ft Thereof /aka Lots 9 & 10 Blk 15 Per Truman City Ur Plat 30-3031-000-0251	Dolphmac Llc Lety Cirera 13054 Sw 133rd Ct Miami Fl 33186-5855
W150ft Of E331ft Of S1/2 Of S1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Aka Lots 11-12 Blk 15 Truman 30-3031-000-0270	-same-

N1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less E331ft Exc N25ft & S1/2 Of N1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less E256ft Exc S25ft & S1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less E331ft Exc N25ft & Less S35ft Of W175ft For R/w Aka Lots 1 Thruthru 16 Blk 14 & Lots 1 Thru 4 & 13 Thru 16 Blk 15 Of Truman City U-r 10887 Nw 17th St 30-3031-000-0271	Victory Palm Dev Corp Kurt Klaus 10720 Caribbean Blvd #120 Cutler Bay Fl 33189-1242
E75ft Of W400ft Of N1/2 Of S1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 5 Blk 15 Truman City 30-3031-000-0273	Dolphmac Llc Lety Cirera 13054 Sw 133rd Ct Miami Fl 33186-5855
E226.33ft Of W626.33ft Of N1/2 Of S1/2 Of Sw1/4 Of Se1/4 Of Ne1/4 Less N25ft /aka Lots 6-7-8 Blk 15 30-3031-000-0274	Bethsabe Llc 782 Nw 42nd Ave #630 Miami Fl 33126-5547
E20ft Of W500ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less N25ft For R/w A/k/a Tr 16 Blk 13 30-3031-000-0300	A D A Engineering Inc 11401 Sw 40th St #470 Miami Fl 33165-3340
E20ft Of W500ft Of S1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less S25ft A/k/a Tr 16 Blk 13 30-3031-000-0301	Beacon Warehouse Center Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
E75ft Of W405ft Of S1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less S25ft Aka Lot 10 Blk 13 30-3031-000-0310	A D A Engineering Inc 11401 Sw 40th St #470 Miami Fl 33165-3340
E75ft Of W480ft Of S1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4, A/k/a Lot 9 Blk 13 Truman City 30-3031-000-0320	Beacon Warehouse Center Llc 10850 Nw 21st St #230 Miami Fl 33172-2063

E225ft Of W480ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lots 4-5-6 Blk 3 30-3031-000-0330	A D A Engineering Inc 11401 Sw 40th St #470 Miami Fl 33165-3340
N25ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less E35ft & Less W30ft 30-3031-000-0335	Ada Engineering Inc 11401 Sw 40th St #470 Miami Fl 33165-3340
E75ft Of W180ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less N25ft / Aka Lot 2 Blk 13 Truman City 10780 Nw 19th Ave 30-3031-000-0340	Alexis & Stella Fernandez 16205 Sw 173rd Ave Miami Fl 33187-1243
E75ft Of W255ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot 3 Blk 13 Truman City 30-3031-000-0341	Alexis & Agustin Fernandez 11767 S Dixie Hwy #313 Miami Fl 33156-4438
E75ft Of W105ft Of S1/2-n1/2- Se1/4-se1/4-ne1/4 Less S25ft Aka Lot 14 Blk 13 30-3031-000-0350	Roberto & Maria M Nunez 2730 Sw 129th Ave Miami Fl 33175-2012
E75ft Of W180ft Of S1/2 N1/2 Se1/4 Se1/4 Ne1/4 Less S25ft Aka Lot 13 Blk 13 30-3031-000-0360	Roberto & Maria M Nunez 2730 Sw 129th Ave Miami Fl 33175-2012
E75ft Of W330ft Of S1/2 Of N1/2 Se1/4 Of Se1/4 Ne1/4 Less S25ft A/k/a Lot 11 Blk 13 30-3031-000-0370	Erena Pino 8201 Sw 90th St Miami Fl 33156-7337
E75ft Of W105ft Of N1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less N25ft Aka Lot Lot 1 Blk 13 Truman City 30-3031-000-0380	Agustin & Miriam Fernandez 275 W 60th St Hialeah Fl 33012-2632

E75ft Of W255ft Of S1/2 Of N1/2 Of Se1/4 Of Se1/4 Of Ne1/4 Less S25ft 30-3031-000-0381	Roberto & Maria M Nunez 2730 Sw 129th Ave Miami Fl 33175-2012
N135ft Of S160ft Of E150ft Of W 400ft Of S1/2 -n1/2-nw1/4-ne1/4- Se1/4 Aka Lots 12 & 13 Blk 18 30-3031-000-0470	Alfred Benson 2931 Nw 161st Ter Opa Locka Fl 33054-6853
E150ft Of W175ft Of N1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 /aka Lots 1 & 2 Blk 18 Truman City 10890 Nw 17th Ave 30-3031-000-0480	Industrial Developments Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
N173.74ft Of W151ft M/l Of E181ft M/l Of N1/2-nw114-ne114-se1/4 Less N35ft Aka Lots 7-8 Blk 18 1690 Nw 108th Ave 30-3031-000-0481	Allen R & Helen F Springer 1131 Pelican Ln Hollywood Fl 33019-5040
E150ft Of W325ft Of N1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Aka Lots 3 & 4 Blk 18 Truman City 10890 Nw 17th Ave 30-3031-000-0482	Industrial Developments Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
E75ft Of W400ft Of N1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 /aka Lot 5 Blk 18 Truman City U 30-3031-000-0483	Industrial Developments Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
W151ft Of E181ft Of S1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less S25ft Aka Lots 9 & 10 Blk 18 30-3031-000-0484	Shops At 107th Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
E75ft Of W475ft Of N1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 /aka Lot 6 Blk 18 Truman City U R 30-3031-000-0485	Daisy Hf Llc 1131 Pelican Ln Hollywood Fl 33019-5040

E75ft Of W475ft Of S1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 & Less S25ft Aka Lot 11 Blk 18 T ruman City U-r 30-3031-000-0490	Shops At 107th Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
E75ft Of W250ft Of S1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less S25ft A/k/a Lot 14 Blk 18 Truman City 30-3031-000-0491	Industrial Developments Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
W150ft Of E631ft Of S1/2 Of N1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less S 25ft 30-3031-000-0510	Industrial Developments Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
E1/2 Of W151ft Of E181ft Of N1/2 Of S1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less N25ft Aka Lot 8 Blk 19 30-3031-000-0522	Industrial Dev Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
W75ft Of E256ft Of N1/2 Of S1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less N25ft Aka Lot 6 Blk 19 Truman City 30-3031-000-0523	Lorenzo & Ana Camargo 5775 Coral Way Miami Fl 33155-2271
W1/2 Of W151ft Of E181ft Of N1/2 Of S1/2 Of Nw1/4 Of Ne1/4 Of Se1/4 Less N25ft Aka Lot 7 Blk 19 Truman City U-r 30-3031-000-0524	Industrial Dev Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
W76ft Of E106ft Of N1/2-n1/2-sw 1/4-ne1/4-se1/4 Less N25ft Aka Lot 8 Blk 22 30-3031-000-0570	Tropical Outdoors Invest Llc 8004 Nw 154th St #406 Miami Lakes Fl 33016-5814

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W151ft Of E181ft Of S1/2 Of N1/2 Of Sw1/4 Of Ne1/4 Of Se1/4 /aka Lots 9-10 Blk 22 Truman City 1500 Nw 108th Ave 30-3031-000-0600	Psr Inc 1460 Nw 107th Ave #r Doral Fl 33172-2734
W151ft Of E181ft Of N1/2 Of S1/2 Of Sw1/4 Of Ne1/4 Of Se1/4 /aka Lots 7 & 8 Blk 23 Truman City 1430 Nw 108th Ave 101 30-3031-000-0620	Carballo Investments Inc 1430 Nw 108th Ave #101 Miami Fl 33172-2057
W151.34ft Of E181.34ft Of S1/2 Of S1/2 Of Sw1/4 Of Ne1/4 Of Se1/4 Less S35ft & Less Ext Area Of Curve In Se Cor For R/w Aka Lots 9 & 10 Blk 23 30-3031-000-0621	Dolphin Intl Flex Center Llc 1430 Nw 108th Ave #101 Miami Fl 33172-2057
W150ft Of E331.34ft Of S1/2 Of S1/2 Of Sw1/4 Of Ne1/4 Of Se1/4 Less S35ft /aka Lots 11 & 12 Blk 23 T ruman City U-r/ 10811 Nw 14th St 30-3031-000-0622	Y & D Group Enterprises Inc 10811 Nw 14th St Miami Fl 33172-2000
E150ft Of W330ft Of N1/2 Of S1/2 Of Se1/4 Of Ne1/4 Of Se1/4 Less N25ft /aka Lots 3 & 4 Blk 24 Truman City Ur 30-3031-000-0640	1414 Prop Llc 3556 160th St Flushing Ny 11358-1625
E150ft Of W180ft Of S1/2 Of S1/2 Of Se1/4 Of Ne1/4 Of Se1/4 Less S35ft & Less Ext Area Of Curve In Sw Cor For R/w Aka Lots 13 & 14 Blk 24 Truman City Ur 30-3031-000-0641	Dajoley Properties Inc 1430 Nw 108th Ave #101 Miami Fl 33172-2057
E150ft Of W180ft Of N1/2 Of S1/2 Of Se1/4 Of Ne1/4 Of Se1/4 Less Ext Area Of Curve In Nw Cor For R/w Aka Lots 1 & 2 Blk 24 Truman City 30-3031-000-0642	Dajoley Properties Inc 1430 Nw 108th Ave #101 Miami Fl 33172-2057

E150ft Of W330ft Of S1/2 Of S1/2 Of Se1/4 Of Ne1/4 Of Se1/4 Less S35ft Aka Lots 11 & 12 Blk 24 Truman City 30-3031-000-0650	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746
N25ft Of Se1/4 Of Se1/4 Of Ne1/4 Of Se1/4 Less E35ft 30-3031-000-0670	1414 Property Llc 3556 160th St Flushing Ny 11358-1625

Hampton Park, PB 48-58

Lot 1 Blk 1 2005 Nw 110th Ave 30-3031-001-0010	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 2 Less R/w Blk 1 30-3031-001-0020	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 3 Less R/w Blk 1 10750 Nw 25th St 30-3031-001-0030	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 4 Less R/w Blk 1 10750 Nw 25th St 30-3031-001-0040	K Family Properties Ltd 371 Sw 29th Rd Miami Fl 33129-2620
Lot 5 Less R/w Blk 1 30-3031-001-0050	Maria T Rodriguez 371 Sw 29th Rd Miami Fl 33129-2620
Lot 6 Less R/w Blk 1 30-3031-001-0060	Maria T Rodriguez 371 Sw 29th Rd Miami Fl 33129-2620
Lot 7 Less R/w Blk 1 10730 Nw 25th St 30-3031-001-0070	Maria T Rodriguez 371 Sw 29th Rd Miami Fl 33129-2620

Lots 8 Thru 13 Less N30ft Of Lots 8 Thru 10 & Less Ext Area Of Curve In Ne Cor Of Lot 10 Blk 1 10720 Nw 25th St 30-3031-001-0080	Maria T Rodriguez 371 Sw 29th Rd Miami Fl 33129-2620
Lot 14 Blk 1 10729 Nw 24th Ave 30-3031-001-0140	K Family Properties Ltd 371 Sw 29th Rd Miami Fl 33129-2620
Lot 15 Blk 1 30-3031-001-0150	K Family Properties Ltd 371 Sw 29th Rd Miami Fl 33129-2620
Lot 16 Blk 1 30-3031-001-0160	K Family Properties Ltd 371 Sw 29th Rd Miami Fl 33129-2620
Lot 17 Blk 1 30-3031-001-0170	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 18 Blk 1 30-3031-001-0180	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 19 Blk 1 30-3031-001-0190	Doral Fin Center Llc 8000 Nw 7th St #102 Miami Fl 33126-4107
Lot 5 Less R/w Blk 2 30-3031-001-0240	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 6 Less R/w Blk 2 30-3031-001-0250	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 7 Less R/w Blk 2 30-3031-001-0260	Louis Alexander 12100 Sw 47th St Miami Fl 33175-4908

Lot 8 Less R/w Blk 2 30-3031-001-0270	Louis Alexander 12100 Sw 47th St Miami Fl 33175-4908
Lot 9 Less R/w Blk 2 30-3031-001-0280	Louis Alexander 12100 Sw 47th St Miami Fl 33175-4908
Lot 10 Blk 2 10800 Nw 25th St 30-3031-001-0290	Louis Alexander 12100 Sw 47th St Miami Fl 33175-4908
Lot 11 Blk 2 30-3031-001-0300	Louis Alexander 12100 Sw 47th St Miami Fl 33175-4908
Lot 12 Blk 2 2400 Nw 108th Ave 30-3031-001-0310	Louis Alexander 12100 Sw 41st Dr Miami Fl 33175-3543
Lot 13 Blk 2 30-3031-001-0320	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 14 Blk 2 30-3031-001-0330	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 15 Blk 2 30-3031-001-0340	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 16 Blk 2 10851 Nw 24th St 30-3031-001-0350	Guadarrama Properties Inc 3411 Sw 108th Ave Miami Fl 33165-3509
Lot 1 Blk 3 30-3031-001-0390	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631

Lot 2 Blk 3 30-3031-001-0400	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 3 Blk 3 30-3031-001-0410	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 4 Blk 3 30-3031-001-0420	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lots 5 & 6 Blk 3 10860 Nw 24th St 30-3031-001-0430	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 7 Blk 3 30-3031-001-0440	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 8 Blk 3 30-3031-001-0450	Nelson Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 9 Blk 3 2380 Nw 108th St 30-3031-001-0460	Arturo M Quintero 3323 Sw 154th Ct Miami Fl 33185-4734
Lot 10 Blk 3 10805 Nw 23rd St 30-3031-001-0470	Truck Depot Llc 10805 Nw 23rd St Miami Fl 33172-2029
Lot 11 Blk 3 30-3031-001-0480	Truck Depot Llc, The 10805 Nw 23rd St Miami Fl 33172-2029
Lot 12 Blk 3 30-3031-001-0490	Truck Depot Llc, The 10805 Nw 23rd St Miami Fl 33172-2029

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Lot 13 Blk 3 30-3031-001-0500	H & S Investments Group Inc 2100 Nw 107th Ave Doral Fl 33172-2510
Lot 14 Blk 3 30-3031-001-0510	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 15 Blk 3 30-3031-001-0520	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 16 Blk 3 30-3031-001-0530	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 17 Blk 3 30-3031-001-0540	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 18 Blk 3 30-3031-001-0550	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 19 Blk 3 30-3031-001-0560	Calo G Libertella 14271 Sw 152nd Pl Miami Fl 33196-5689
Lot 1 - Blk 4 30-3031-001-0570	Juan & Marta Fajardo 8425 Sw 46th St Miami Fl 33155-4106
Lot 2 Blk 4 2325 Nw 108th Ave 30-3031-001-0580	A 1 Southeast Moving Inc 3323 Sw 154th Ct Miami Fl 33185-4734
Lot 3 Blk 4 30-3031-001-0590	Arturo & Carol Quintero 3323 Sw 154th Ct Miami Fl 33185-4734

Lot 4 Blk 4 30-3031-001-0600	Powerhouse Investments Llc 4930 Biltmore Dr Coral Gables Fl 33146-1724
Lot 5 Blk 4 30-3031-001-0610	Powerhouse Investments Llc 4930 Biltmore Dr Coral Gables Fl 33146-1724
Lot 6 Blk 4 30-3031-001-0620	Powerhouse Investments Llc 4930 Biltmore Dr Coral Gables Fl 33146-1724
Lot 7 Less N5ft For R/w Blk Y 30-3031-001-0630	Sonnenklar Ltd Partnership 2390 Nw 107th Ave Doral Fl 33172-2103
Lot 8 Less N5ft For R/w Blk 4 30-3031-001-0640	Sonnenklar Ltd Partnership 2390 Nw 107th Ave Doral Fl 33172-2103
Lot 9 Less N5ft & Less Ext Area Of Curve In Ne Cor For R/w 2390 Nw 107th Ave 30-3031-001-0650	Sonnenklar Ltd Partnership 2390 Nw 107th Ave Doral Fl 33172-2103
Lot 10 Blk 4 10701 Nw 23rd St 30-3031-001-0660	Pablo & Olga Pereira 10701 Nw 23rd St Doral Fl 33172-2031
Lot 11 Blk 4 30-3031-001-0670	Pablo Pereira 10701 Nw 23rd St Doral Fl 33172-2031
Lot 12 Blk 4 10725 Nw 23rd St 30-3031-001-0680	Sonnenklar Ltd Partnership 2390 Nw 107th Ave Doral Fl 33172-2103
Lot 13 Blk 4 10735 Nw 23rd St 30-3031-001-0690	Jose E & Teresita D Quinones 1065 Bass Point Rd Miami Springs Fl 33166-3224

Lots 14 Thru 17 Blk 4 10741 Nw 23rd St 30-3031-001-0700	Tamayo Esteban J Living Trust 441 Nw 40th Ct Miami Fl 33126-5679
Lot 18 Blk 4 30-3031-001-0740	Triple Jh Corp 13780 Sw 74th St Miami Fl 33183-3159
Lot 19 Blk 4 30-3031-001-0750	Triple Jh Corp 13780 Sw 74th St Miami Fl 33183-3159
Lot 22 Blk 5 30-3031-001-0970	Rolando G & Mireya Besil Condo Comodoro #103 Isla Verde Pr 00913
Lots 1 & 2 Blk 6 2290 Nw 108th Ave 30-3031-001-0980	Agustin & Miriam Fernandez 2290 Nw 108th Ave Miami Fl 33172-2017
Lot 3 Blk 6 10820 Nw 23rd Ave 30-3031-001-1000	Heriberto & Caridad Gomez 420 Nw 120th Ave Miami Fl 33182-1320
Lot 4 Blk 6 30-3031-001-1010	Ramon Garcia 13000 Sw 82nd St Miami Fl 33183-4304
Lot 5 Blk 6 30-3031-001-1020	Rigoberto Martinez 4175 Sw 98th Ave Miami Fl 33165-5130
Lot 6 Blk 6 30-3031-001-1030	Robbie J & Marvin Mc Intyre 1700 Nw 81st St Miami Fl 33147-5136
Lot 7 Blk 6 30-3031-001-1040	Land Trust Service Corp Trs Po Box 186 Lake Wales Fl 33859-0186

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Lot 8 Blk 6 30-3031-001-1050	Land Trust Service Corp Trs Po Box 186 Lake Wales Fl 33859-0186
Lot 9 Blk 6 30-3031-001-1060	Herdocia Investments Inc 7489 Nw 7th St Miami Fl 33126-2906
Lot 10 Blk 6 30-3031-001-1070	Herdocia Investments Inc 7489 Nw 7th St Miami Fl 33126-2906
Lot 11 Blk 6 30-3031-001-1080	Herdocia Investments Inc 7489 Nw 7th St Miami Fl 33126-2906
Lot 12 Blk 6 30-3031-001-1090	Herdocia Investments Inc 7489 Nw 7th St Miami Fl 33126-2906
Lot 13 Blk 6 30-3031-001-1100	Pioneer Dev Corp 1717 Sw 139th Ct Miami Fl 33175-7098
Lot 14 Blk 6 30-3031-001-1110	Pioneer Development Corp 1717 Sw 139th Ct Miami Fl 33175-7098
Lot 15 Blk 6 30-3031-001-1120	Nelson Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 16 Blk 6 30-3031-001-1130	Teresita Quinones 1065 Bass Point Rd Miami Springs Fl 33166-3224
Lot 17 Blk 6 30-3031-001-1140	Nancy Fernandez 2300 Sw 80th Ct Miami Fl 33155-1260
Lot 18 Blk 6 30-3031-001-1150	Nancy Fernandez 2300 Sw 80th Ct Miami Fl 33155-1260

Lot 19 Blk 6 30-3031-001-1160	Zenaida M Santiz 4505 Sw 59th Ave Miami Fl 33155-6050
Lot 20 Blk 6 30-3031-001-1170	Mario & Zenaida Santiz 4505 Sw 59th Ave Miami Fl 33155-6050
Lot 21 Blk 6 10805 Nw 22nd St 30-3031-001-1180	Heriberto & Caridad Gomez 420 Nw 120th Ave Miami Fl 33182-1320
Lot 22 Blk 6 10805 Nw 22nd St 30-3031-001-1190	Heriberto & Caridad Gomez 420 Nw 120th Ave Miami Fl 33182-1320
Lot 1 Blk 7 30-3031-001-1200	Gomes C & Gomes P Jose Ocean Bnk - Beatriz Vasquez 780 Nw 42nd Ave #601 Miami Fl 33126-5543
Lot 2 Blk 7 30-3031-001-1210	Turnberry Investments Inc 12555 Biscayne Blvd #1882 North Miami Fl 33181-2522
Lot 3 Blk 7 30-3031-001-1220	Turnberry Investments Inc 12555 Biscayne Blvd #462 North Miami Fl 33181-2522
Lot 4 Blk 7 30-3031-001-1230	Jose Gomes Camacho 780 Nw 42 Avenue Ocean Bank Miami Fl 33126
Lot 5 Blk 7 30-3031-001-1240	Roberto E Arroyo 9291 Sw 85th St Miami Fl 33173-4526
Lot 6 Blk 7 30-3031-001-1250	Roberto E Arroyo 9291 Sw 85th St Miami Fl 33173-4526

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Lot 7 Blk 7 10849 Nw 21st St 30-3031-001-1260	Mediaone Of South Florida Inc Property Tax Po Box 173838 Denver Co 80217-3838
Lot 8 Blk 7 30-3031-001-1270	Beacon Warehouse Center Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Lot 9 Blk 7 30-3031-001-1280	Beacon Warehouse Center Llc 1850 Nw 21st St #230 Miami Fl 33142-7436
Lots 10 Thru 15 Blk 7 10895 Nw 21st St 30-3031-001-1290	Nelson & Norma Rasse 7262 Sw 122nd Ct Miami Fl 33183-3631
Lot 16 Blk 7 10860 Nw 22nd Ct 30-3031-001-1350	Teresita D Quinones 1065 Bass Point Rd Miami Springs Fl 33166-3224
Lot 17 Blk 7 10850 Nw 22nd Ct 30-3031-001-1360	Santos Luyanda 12641 Nw 13th Ct Miami Fl 33137
Lots 18 & 19 Blk 7 10840 Nw 22nd St 30-3031-001-1370	Auto Transport Interstate Inc Alfonso Hidalgo Po Box 1093 Duluth Ga 30096-0020
Lot 20 Blk 7 10830 Nw 22nd St 30-3031-001-1390	Jose Quiones 1065 Bass Point Rd Miami Springs Fl 33166-3224

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Lot 21 Blk 7 10810 Nw 22nd St 30-3031-001-1400	Gomes C & Gomes P Jose Ocean Bnk - Beatriz Vasquez 780 Nw 42nd Ave #601 Miami Fl 33126-5543
Lot 22 Blk 7 30-3031-001-1410	L H Investment Group Llc 9134 Nw 145th St Hialeah Fl 33018-7334
Lot 22 Blk 8 30-3031-001-1630	New Sunrise Investment Corp 2050 Coral Way #205 Coral Gables Fl 33145-2634
Tract A 30-3031-001-1640	Consolidated Properties Of Wes Po Box 350430 Fort Lauderdale Fl 33335-0430
Tract B 30-3031-001-1650	Alyson Daar 1400 S Treasure Dr North Bay Village Fl 33141-4125

Pearson Agricultural Homesteads Re-plat Pb 66-49

Tr A Less N715.51ft & Less Port Lyg In Pb 154-42 30-3031-003-0010	Lightspeed At Beacon Tradeport 300 Hollywood Way Hollywood Fl 33021-7059

Intercontinental Park Sub Pb 121-29

Lot 1 Blk 1 2450 Nw 110th Ave 30-3031-004-0010	Dufam Development Inc 7827 Nw 53rd St Miami Fl 33166-4103
Lot 2 Blk 1 30-3031-004-0020	M E & Cristina Duenas 8300 Sw 149th Dr Palmetto Bay Fl 33158-1947

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Lot 3 Blk 1 30-3031-004-0030	Tlg Development Llc 8575 Sw 115th Ct Miami Fl 33173-4215
Lot 10 Blk 2 1751 Nw 110th Ave 30-3031-004-0210	One Hundred & Tenth Ave Hold L 12995 Nw 2nd St Miami Fl 33182-1105
Lot 11 Blk 2 1701 Nw 110th Ave 30-3031-004-0220	Abre Investments Llp Po Box 924890 Princeton Fl 33092-4890
W175ft Of Lot 1 Blk 3 Per W/p #20476 1698 Nw 110th Ave 30-3031-004-0230	Concrete Block Llc 1500 Nw 110th Ave Miami Fl 33172-1919
Lot 1 Less W175ft Blk 3 30-3031-004-0231	Concrete Block Llc 1500 Nw 110th Ave Miami Fl 33172-1919
Lot 2 Blk 3 30-3031-004-0240	Concrete Block Llc 1500 Nw 110th Ave Miami Fl 33172-1919
Lot 3 Blk 3 1556 Nw 110th Ave 30-3031-004-0250	Concrete Block Llc 1500 Nw 110th Ave Miami Fl 33172-1919
Lots 4 & 5 Blk 3 1400 Nw 110th Ave 30-3031-004-0260	Jodansi Financial Llc 1150 Nw 72nd Ave #500 Miami Fl 33126-1921

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International Mall Plaza Pb 123-45

Tr A 1414 Nw 107th Ave 30-3031-005-0010	1414 Property Llc 3556 160th St Flushing Ny 11358-1625

New World II Condo

Unit 26

1450 Nw 107th Ave 26 30-3031-007-0010	Pablo & Gilda Orozco 5801 Collins Ave #1100 Miami Beach Fl 33140-2262
Unit 27 1460 Nw 107th Ave 27 30-3031-007-0020	Pablo & Gilda Orozco 5801 Collins Ave #1100 Miami Beach Fl 33140-2262
Unit 28 1460 Nw 107th Ave 28a 30-3031-007-0030	Noelia E Valdes 1460 Nw 107th Ave #q Doral Fl 33172-2734
Unit 29 1460 Nw 107th Ave 29b 30-3031-007-0040	Oticentro Inc 12060 Sw 10th Ter Miami Fl 33184-2430
Unit 30 1460 Nw 107th Ave 30c 30-3031-007-0050	Oticentro Inc 12060 Sw 10th Ter Miami Fl 33184-2430
Unit 31 1460 Nw 107th Ave 31d 30-3031-007-0060	Ana Paz Inc 1460 Nw 107th Ave #d Doral Fl 33172-2733

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Unit 32 1460 Nw 107th Ave 32e 30-3031-007-0070	Ana Paz Inc 1460 Nw 107th Ave #e Doral Fl 33172-2733
Unit 33 1460 Nw 107th Ave 33f 30-3031-007-0080	Tomas J & Minerva Aguiar 1460 Nw 107th Ave #g Doral Fl 33172-2733
Unit 34 1460 Nw 107th Ave 34g 30-3031-007-0090	Tomas J & Minerva Aguiar 1460 Nw 107th Ave #g Doral Fl 33172-2733
Unit 35 1460 Nw 107th Ave 35h 30-3031-007-0100	Tomas J & Minerva Aguiar 1460 Nw 107th Ave #g Doral Fl 33172-2733
Unit 36 1460 Nw 107th Ave 36i 30-3031-007-0110	Jose Perez & Magali Linares 15834 Sw 149th Ln Miami Fl 33196-5723
Unit 37 1460 Nw 107th Ave 37j 30-3031-007-0120	Jose Perez Linares 15834 Sw 149th Ln Miami Fl 33196-5723
Unit 38 1460 Nw 107th Ave 38k 30-3031-007-0130	Jose Perez Linares 15834 Sw 149th Ln Miami Fl 33196-5723
Unit 39 1460 Nw 107th Ave 39l 30-3031-007-0140	Baron Bahram 6850 Sw 67th St South Miami Fl 33143-3110
Unit 40 1460 Nw 107th Ave 40m 30-3031-007-0150	Peter Segrera 655 Nw 122nd Psge Miami Fl 33182-2021

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Unit 41 1460 Nw 107th Ave 41n 30-3031-007-0160	Rolando R H & Nilda R Santos 1555 Obispo Ave Coral Gables Fl 33134-2156
Unit 42 1460 Nw 107th Ave 42o 30-3031-007-0170	Rolando R H & Nilda R Santos 1555 Obispo Ave Coral Gables Fl 33134-2156
Unit 43 1460 Nw 107th Ave 43p 30-3031-007-0180	Sor Investments Inc Po Box 143933 Coral Gables Fl 33114-3933
Unit 44 1460 Nw 107th Ave 44q 30-3031-007-0190	Dyck Jacob-franz 2420 W Brandon Blvd #177 Brandon Fl 33511-4717
Unit 45 1460 Nw 107th Ave 45r 30-3031-007-0200	Psr Inc 1460 Nw 107th Ave #r Doral Fl 33172-2734
Unit 1 1470 Nw 107th Ave 1 30-3031-007-0210	Oticentro Inc 12060 Sw 10th Ter Miami Fl 33184-2430
Unit 2 1470 Nw 107th Ave 2a 30-3031-007-0220	Property owner 1460 Nw 107th Ave #2a Doral Fl 33172-2734
Unit 3 1470 Nw 107th Ave 3b 30-3031-007-0230	Lilia C Famada 25572 Sw 122ct Homestead Fl 33032
Unit 4 1470 Nw 107th Ave 4c 30-3031-007-0240	Mario O & Martha M Famada 9760 Sw 34th St Miami Fl 33165-3910

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Unit 5 1470 Nw 107th Ave 5d 30-3031-007-0250	Mario O & Martha M Famada 9760 Sw 34th St Miami Fl 33165-3910
Unit 6 1470 Nw 107th Ave 6e 30-3031-007-0260	Tax Mgmt Service Corp 1470 Nw 107th Ave #6e Doral Fl 33172-2734
Unit 7 1470 Nw 107th Ave 7f 30-3031-007-0270	Mafi Trust 1470 Nw 107th Ave #f Doral Fl 33172-2734
Unit 8 1470 Nw 107th Ave 8g 30-3031-007-0280	Mafi Trust 1470 Nw 107th Ave #f Doral Fl 33172-2734
Unit 9 1470 Nw 107th Ave 9h 30-3031-007-0290	Oticentro Inc 12060 Sw 10th Ter Miami Fl 33184-2430
Unit 10 1470 Nw 107th Ave 10i 30-3031-007-0300	Prestige Lending Corp 1470 Nw 107th Ave #1 Doral Fl 33172-2734
Unit 11 1470 Nw 107th Ave 11j 30-3031-007-0310	Omar Diaz 1470 Nw 107th Ave #11j Doral Fl 33172-2734
Unit 12 1470 Nw 107th Ave 12k 30-3031-007-0320	Jose E Diaz 1470 Nw 107th Ave #k Doral Fl 33172-2734
Unit 13 1470 Nw 107th Ave 13l 30-3031-007-0330	Raul G Sebazco 14819 Sw 82nd Ter Miami Fl 33193-1562

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Unit 14 1470 Nw 107th Ave 14m 30-3031-007-0340	Oticentro Inc 12060 Sw 10th Ter Miami Fl 33184-2430
Unit 15 1470 Nw 107th Ave 15n 30-3031-007-0350	Carlos A & Maria N Castaneda 2410 Sw 142nd Pl Miami Fl 33175-7096
Unit 16 1470 Nw 107th Ave 16o 30-3031-007-0360	Rafael E Fernandez 5221 Sw 139th Ct Miami Fl 33175-5186
Unit 17 1470 Nw 107th Ave 17p 30-3031-007-0370	Hispanic Police Officers Assn 1470 Nw 107th Ave #17p Doral Fl 33172-2744
Unit 18 1470 Nw 107th Ave 18q 30-3031-007-0380	Psr Inc 1460 Nw 107th Ave #r Doral Fl 33172-2734
Unit 19 1470 Nw 107th Ave 19r 30-3031-007-0390	Natalio Abrudsky 7154 Sw 103rd Court Cir Miami Fl 33173-1332
Unit 20 1470 Nw 107th Ave 20s 30-3031-007-0400	Psr Inc 1460 Nw 107th Ave #r Doral Fl 33172-2734
Unit 21 1470 Nw 107th Ave 21t 30-3031-007-0410	Psr Inc 1460 Nw 107th Ave #r Doral Fl 33172-2734
Unit 22 1470 Nw 107th Ave 22u 30-3031-007-0420	Felipe Pianelli 1470 Nw 107th Ave #22u Doral Fl 33172-2735

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Unit 23 1470 Nw 107th Ave 23v 30-3031-007-0430	Modern Style Corporation 1470 Nw 107th Ave #w Doral Fl 33172-2735
Unit 24 1470 Nw 107th Ave 24w 30-3031-007-0440	Modern Style Corporation 1470 Nw 107th Ave #w Doral Fl 33172-2735
Unit 25 1470 Nw 107th Ave 25x 30-3031-007-0450	Mordern Style Corporation 1470 Nw 107th Ave #w Doral Fl 33172-2735

Amd Plt Of Intercontinental Park Pb 130-42

Lot 5a Blk 1 2190 Nw 110th Ave 30-3031-008-0010	Glb Property Llc George Bremer 11300 Nw 64th Ter Doral Fl 33178-3622
Lot 9a Blk 1 30-3031-008-0050	Gonzalez-quevedo H & C 7321 Miller Dr Miami Fl 33155-5503
Lot 5a Blk 2 30-3031-008-0060	2105 Nw 110th Ave Llc 2101 Nw 110th Ave Miami Fl 33172-1904
Lot 8a Blk 2 30-3031-008-0090	One Hundred & Tenth Ave Invest 12995 Nw 2nd St Miami Fl 33182-1105
Lot 9a Blk 2 30-3031-008-0100	One Hundred & Tenth Ave Proper 12995 Nw 2nd St Miami Fl 33182-1105

Airport Intl Mall Self Storage Pb 132-17

Tr A 10821 Nw 14th St 30-3031-009-0010	Storage Properties Lp Po Box 25025 Glendale Ca 91221-5025

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P E S Sub Pb 139-9

Lot 1 Blk 1 30-3031-010-0010	R T G Furniture Corp 11540 E Us Highway 92 Seffner Fl 33584-7346
Lot 2 Blk 1 2000 Nw 110th Ave 30-3031-010-0020	Continental Fla Materials Inc 1400 Urban Center Dr #200 Birmingham Al 35242-2587
Lot 3 Blk 1 1950 Nw 110th Ave 30-3031-010-0030	Irma Menendez 3303 Sw 107th Ct Miami Fl 33165-3610
Lot 1 Blk 2 2101 Nw 110th Ave 30-3031-010-0040	2101 Nw 110th Ave Llc 2101 Nw 110th Ave Miami Fl 33172-1904
Lot 2 Blk 2 2005 Nw 110th Ave 30-3031-010-0050	Berny South Corp 1119 W Flagler St Miami Fl 33130-1033

Rev Plat Of Hampton Park Pb 140-22

Tr C 2100 Nw 107th Ave 30-3031-011-0030	H & S Investments Group Inc 2100 Nw 107th Ave Doral Fl 33172-2510

Dade County Employee Credit Pb 145-54

Tr A 1500 Nw 107th Ave 30-3031-013-0010	Dade Co Employees Credit Union 1500 Nw 107th Ave Doral Fl 33172-2706

Lustig-Weinger Industrial Park Pb 146-78

Tr A 2200 Nw 107th Ave 30-3031-014-0010	Miami Cerebral Palsy Residenti 1411 Nw 14th Ave Miami Fl 33125-1616

Greco Airport West Sub Pb 148-71

Lot 1 Blk 1 2299 Nw 108th Ave 30-3031-015-0010	Asd Enterprises Llc 2299 Nw 108th Ave Miami Fl 33172-2022
Lot 2 Blk 1 10750 Nw 23rd St 30-3031-015-0020	Imperio Auto Repair Corp 10750 Nw 23rd St Doral Fl 33172-2032

Hughes Supply Sub Pb 149-18

Lot 1 Less S10ft Blk 1 Per W/p #20408 30-3031-016-0010	Westpark Ind Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Lot 2 Blk 1 30-3031-016-0020	Westpark Ind Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Lot 3 Blk 1 30-3031-016-0030	Lizette Reboredo 2831 Sw 128th Ave Miami Fl 33175-2005
Tr A 10900 Nw 17th Ave 30-3031-016-0040	Miami-dade County 3071 Sw 38th Ave Miami Fl 33146-1520

Hughes West Dade Tr Pb 149-40

Lot 1 Blk 1 30-3031-017-0010	Lizette Reboredo 2831 Sw 128th Ave Miami Fl 33175-2005

Lot 2 Blk 1 30-3031-017-0020	Pronto Gc Llc 2315 Nw 107th Ave #1m17 box52 Doral Fl 33172-2164

Hughes Supply Industrial Plat Pb 149-25

Lot 1 Blk 1 30-3031-018-0010	Cusa Investments Inc 11000 Nw 29th St #201 Doral Fl 33172-5036
Lot 2 Blk 1 30-3031-018-0020	Cusa Investments Inc 11000 Nw 29th St #201 Doral Fl 33172-5036

Miami Crating Sub Pb 149-10

Tr A 2200 Nw 110th Ave 30-3031-019-0010	Navlop Inc 7541 Sw 135th Ave Miami Fl 33183-3354

B H S Sub Pb 150-36

Lot 1 Less S212.85ft Blk 1 2425 Nw 110th Ave 30-3031-020-0010	Gator Leasing Inc 4040 Nw 72nd Ave Miami Fl 33166-6838
S212.85ft Of Lot 1 & All Of Lot 2 Blk 1 2425 Nw 110th Ave 30-3031-020-0015	Ryder Truck Rental Inc 11690 Nw 105th St Medley Fl 33178-1103
Lot 3 Less N102.03ft Blk 1 2245 Nw 110th Ave 30-3031-020-0030	Estruch & Mikela Llc 2245 Nw 110th Ave Miami Fl 33172-1916
N102.03ft Of Lot 3 Blk 1 2255 Nw 110th Ave 30-3031-020-0031	Hls Investments Llc 2255 Nw 110th Ave Miami Fl 33172-1920

Lot 4 Blk 1
2201 Nw 110th Ave
30-3031-020-0040

Janaina Properties Llc
100 S Pointe Dr #2602
Miami Beach Fl 33139-7372

Beacon Tradeport Phase I Pb 151-73

Port Of Tr A Desc Comm At N1/4 Cor Of Sec
Th S 01 Deg E 326.91ft Sely Ad 155.56ft S 88
Deg W 40.36ft For Pob Cont S 88 Deg W 606.36ft
N01 Deg W 367.06ft N 89 Deg E 571.94ft S 48
Deg E 111.09ft S 01 Deg E 123.59ft Sely Ad
155.52ft To Pob
11200 Nw 25th St
30-3031-021-0010

Dolphin Commerce Center Llc
Principal Real Est Inv Llc
R Jacavino
801 Grand Ave
Des Moines Ia 50392

Port Of Tr A Desc Comm At N1/4 Cor Of Sec
Th S 01 Deg E 326.91ft Sely Ad 155.56ft S 88
Deg W 40.36ft For Pob Th Sely Ad 59.01ft S 12
Deg E 175.14ft Sely Ad 93.43ft Swly Ad 41.67ft
S 88 Deg W 634.83ft N 01 Deg W 350.50ft N
88 Deg E 606.32ft To Pob
11250 Nw 25th St
30-3031-021-0011

-same-

Port Tr A Desc Comm At N1/4 Cor Of Sec Th S 01
Deg E 326.91ft Sely Ad 155.56ft S 88 Deg W 646.68ft
For Pob Th S 01 Deg E 350.50ft S 88 Deg W 456.90ft
Nwly Ad 59.38ft Nly Ad 32.31ft N 01 Deg W 230.16ft
N 88 Deg E 68.05ft N 01 Deg W 50ft S 88 Deg W 62.58ft
N 19 Deg E 21.28ft N 88 Deg E 514.12ft To Pob
11350 Nw 25th St
30-3031-021-0012

-same-

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Port Of Tr A Desc Comm At N1/4 Cor Of Sec Th S 01 Deg E 326.91ft Sely Ad 155.56ft S 88 Deg W 646.68ft For Pob Cont S 88 Deg W 514.12ft N 19 Deg E 33.51ft N 01 Deg W 347.67ft N 89 Deg E 502.32ft S 01 Deg E 367.06ft To Pob 11300 Nw 25th St 30-3031-021-0013	Telefononica Data Usa Inc 1221 Brickell Ave Miami Fl 33131-3224
Tr B 30-3031-021-0020	Miami-dade County 3071 Sw 38th Ave Miami Fl 33146-1520
Tr C 30-3031-021-0030	Beacon Tradeport Community Dev 5701 Nw 88th Ave Tamarac Fl 33321-4440
Tr D 30-3031-021-0040	Lightspeed At Beacon Tradeport 300 Hollywood Way Hollywood Fl 33021-7059
Tr E 30-3031-021-0050	Beacon Tradeport Community Dev 5701 Nw 88th Ave Tamarac Fl 33321-4440
Tr F 30-3031-021-0060	Beacon Tradeport Community Dev 5701 Nw 88th Ave Tamarac Fl 33321-4440

Prime West Business Park

Unit 1662 1662 Nw 108th Ave 30-3031-022-0010	Narvier Investment Llc 1662 Nw 108th Ave Doral Fl 33172-2007
Unit 1654 1654 Nw 108th Ave 30-3031-022-0020	Amha L L C 1654 Nw 108th Ave Miami Fl 33172-2007

Unit 1646 1646 Nw 108th Ave 30-3031-022-0030	Z 4 Inc 1646 Nw 108th Ave Miami Fl 33172-2007
Unit 1638 1638 Nw 108th Ave 30-3031-022-0040	Came Llc 1638 Nw 108th Ave Miami Fl 33172-2007
Unit 1630 1630 Nw 108th Ave 30-3031-022-0050	Aerocargo Inc Po Box 523474 Miami Fl 33152-3474
Unit 1600 1600 Nw 108th Ave 30-3031-022-0060	Aizpar Real Est Holdings Llc 1600 Nw 108th Ave Miami Fl 33172-2007
Unit 1550 1550 Nw 108th Ave 30-3031-022-0070	Genesis Properties Llc 1550 Nw 108th Ave Miami Fl 33172-2052
Unit 1566 1566 Nw 108th Ave 30-3031-022-0080	Majorluna Enterprises Inc 1566 Nw 108th Ave Miami Fl 33172-2052
Unit 1574 1574 Nw 108th Ave 30-3031-022-0090	Cheungs Dev Corp 1574 Nw 108th Ave Miami Fl 33172-2052
Unit 1582 1582 Nw 108th Ave 30-3031-022-0100	Ferchez Llc 1582 Nw 108th Ave Miami Fl 33172-2052

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Unit 1590 1590 Nw 108th Ave 30-3031-022-0110	Jose A Ortega 300 Arvida Pkwy Coral Gables Fl 33156-2317
Unit 1598 1598 Nw 108th Ave 30-3031-022-0120	Jose A Ortega 300 Arvida Pkwy Coral Gables Fl 33156-2317

Beacon Tradeport Phase Ii Pb 154-40

Tr G 11690 Nw 25th St 30-3031-023-0010	Dolphin Commerce Center Llc Principal Real Est Inc Llc R Jacavino 801 Grand Ave Des Moines Ia 50392

Beacon Tradeport Phase Iii Pb 154-42

Tr H Less S236.20ft 2200 Nw 112th Ave 30-3031-024-0010	Suntrust Equity Fd Llc 2808 Fairmount St #250 Dallas Tx 75201-1381
S236.21ft Of Tr H 11231 Nw 20th St 136 30-3031-024-0020	Mbc Export Inc 11251 Nw 20th St #108 Miami Fl 33172-1860

Fpl Beacon Substation Pb 154-94

Tr A 10750 Nw 21st Ct 30-3031-025-0010	Florida Power & Light Co Po Box 14000 Juno Beach Fl 33408-0420

Victory Sub Pb 156-51

Tr A
10850 Nw 21st St 220
30-3031-026-0010

Hi-tech Electrical Inc
10850 Nw 21st St Ste 200
Miami Fl 33172-2063

Dolphin Mall Pb 156-82

Tracts A & B Less Port As Desc On Or
18730-4209 On Page 4259
30-3031-027-0010

The Taubman Co -retax Dept
200 E Long Lake Rd
Bloomfield Hills Mi 48304-2360

Port Of Tracts A & B As Desc In Or
18730-4209 On Page 4259 A/k/a
30-3031-027-0020

Beacon Tradeport Community Dev
5701 Nw 88th Ave #370
Tamarac Fl 33321-4465

Tract C Less Beg Sely Cor Of Tr Th N 01 Deg
W 664.79ft S 89 Deg W 203.43ft S 33 Deg
E 43.70ft Sely Ad 666.70ft To Pob
1495 Nw 111th Ave
30-3031-027-0030

Injumen Corp
8260 Nw 27th St #408
Doral Fl 33122-1903

Port Of Tr C Beg Sely Cor Of Tr C Th N 01 Deg
W 664.79ft S 89 Deg W 203.43ft S 33 Deg E 43.70ft
Sely Ad 666.70ft To
1495 Nw 111th Ave
30-3031-027-0035

Torrente Property Llc
Po Box 226500
Miami Fl 33222-6500

Tract D (aka Pump Station Site))
30-3031-027-0040

Miami-dade County
3071 Sw 38th Ave
Miami Fl 33146-1520

Tract E (aka Lake)
30-3031-027-0050

Beacon Tradeport Community Dev
5701 Nw 88th Ave #370
Tamarac Fl 33321-4465

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Beacon Tradeport Phase Iv Pb 157-03

Port Of Tr I Beg Nw Cor Of Tr I Th N 89 E 749.62ft
S 01 Deg E 349.81ft S 22 E 70.17ft S 01 Deg E 53.75ft
S 88 Deg W 710.41ft N 01 Deg W 105ft S 88 Deg W
64ft N 01 Deg W 381.93ft To Pob
11500 Nw 25th St
30-3031-028-0010

Miami-dade County
111 Nw 1st St #2460
Miami Fl 33128-1929

Port Of Tr I Desc Beg 25fte Of Most Sly Sw Cor
Of Tr I Cont N 88 Deg E 632ft N 01 Deg W 73.09ft
S 88 Deg W 632ft S 01 Deg E 73.09ft To Pob
30-3031-028-0011

Beacon Tradeport Community Dev
5701 Nw 88th Ave
Tamarac Fl 33321-4440

Port Of Tr I Desc Beg 381.93fts Of Nw Cor Of
Tr I Cont S 01 Deg E 366.55ft N 88 Deg E 64ft
N 01 Deg W 366.55ft S 88 Deg W 64ft To Pob
30-3031-028-0012

Miami-dade County
111 Nw 1st St #2460
Miami Fl 33128-1929

Beacon Tradeport Phase V Pb 158-16

Port Of Tr J Desc Comm At Most Nwly Cor Of
Tr I Of Pb 157.3 Th N 89 Deg E 749.62ft S 01
Deg E 349.81ft S 22 Deg E 70.17ft S 01 Deg E 53.75ft
For Pob Cont S 01 Deg E 112.10ft S 88 Deg W 299ft S 01
Deg E 149.46ft S 88deg W 356.81ft Nwly Ad 62.83ft S 88
Deg W 14.60ft N 01 Deg
W 221.56ft N 88 Deg E 710.41ft To Pob
30-3031-029-0010

-SAME-

Port Of Tr J Desc Beg Se Cor Of Tr J Th N 01 Deg
W 628.84ft S 88 Deg W 664.66ft S 01 Deg E 628.84ft
N 88 Deg E 664.66ft Less W301ft Thereof
11200 Nw 20th St
30-3031-029-0011

Procacci Mtf Llc
925 S Federal Hwy Ste400
Boca Raton Fl 33432

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W301ft Of The Following Desc Prop Port Tr J
Desc Beg Se Cor Of Tr J Th N 01 Deg W 628.84ft
S 88 Deg W 664.66ft S 01 Deg E 628.84ft N 88
Deg E 664.66ft To Pob
11226 Nw 20th St
30-3031-029-0012

Procacci 20th St Llc
925 S Federal Hwy Ste400
Boca Raton Fl 33432

Port Of Tr J Desc Beg 20.30fts Of Sw Cor
Of Tr C Of Pb 151-73 Beacon Tradeport Phase 1
Th Cont S 01 Deg E 759.13ft Alg 48ftw Of W/l Of
Pb 154-42 Beacon Tradeport Phase Iii Swly Ad 39.27ft
S 88 Deg W 630.81ft Nwly Adnly Ad 62.83ft N 01
Deg W 744.13ft Nly Nely Ely Ad 62.83ft N 88 Deg
E 615.81ft Sely Ad 62.83ft To Pob
30-3031-029-0013

Village At Dolphin Commerce
5201 Blue Lagoon Dr #881
Miami Fl 33126-2064

Port Of Tr J Desc Beg 40fte Of Sw Cor Of Tr J Th
N 01 Deg W 1265.04ft Nely Ad 62.83ft N 88 Deg
E 590.60ft S 01 Deg E 676.61ft N 88 Deg E 23.16ft
S 01 Deg E 628.52ft S 88 Deg W 653.76ft To Pob
30-3031-029-0014

Procacci Crossroad 117 Llc
925 S Federal Hwy #400
Boca Raton Fl 33432-6145

Port Of Tr J Desc Beg 664.66ftw Of Se Cor Th S 88
Deg W 320ft N 01 Deg W 628.70ft N 88 Deg E 320ft
S 01 Deg E 628.74ft To Pob Less Beg 984.66ftw &
213.66ftn Of Se Cor Of Tr J Th N 88 Deg E 48ft S 01
Deg E
30-3031-029-0015

Procacci Parcel F Llc
925 S Federal Hwy #400
Boca Raton Fl 33432-6145

Port Of Tr J Desc Beg 1624.66ftw Of Se Cor Of Tr J
Th Cont W320ft N 01 Deg W 628.56ft W 88 Deg
E 320ft S 01 Deg E 628.58ft M/l To Pob
30-3031-029-0016

Procacci Crossroads Parcel C L
925 S Federal Hwy #400
Boca Raton Fl 33432-6145

Port Of Tr J Desc Beg 984.66ftw Of Se Cor Th S 88 Deg W 320ft N 01 Deg W 628.65ft N 88 Deg E 320ft S 01 Deg E 628.70ft To Pob
11250 Nw 20th St
30-3031-029-0017

Butters Real Estate Fund Ltd I
6820 Lyons Technology Pkwy #100
Coconut Creek Fl 33073-4325

Port Of Tr J Desc Beg 112.10fts Of The Most N Ne Cor Of Tr J Cont S 01 Deg E 109.46ft Sly-swly Ad 62.83ft S 88 Deg W 259ft N 01 Deg W 149.46ft N 88 Deg E 299ft To Pob
30-3031-029-0018

Telefonica Data Usa Inc
1111 Brickell Ave #10ft
Miami Fl 33131-3112

Port Of Tr J Desc W40ft Of Tr J & Beg Se Cor Of Tr H Of Pb 154-42 Th S 88 Deg W 1184ft N 01 Deg W 800.44ft Wly Ad 12.99ft S 88 Deg W 35.06ft S 01 Deg E 20.30ft To Sw Cor Tr C Pb 151-73 S 01 Deg E 759.13ft Swly Ad 01 Deg E 759.13ft Swly Ad 39.27ft S 88 Deg W 630.81ft Nwly Ad 62.83ft N 01 Deg W 744.13ft Nely Ad 62.83ft N 88 Deg E 615.81ft Sely Ad 62.83ft N 01 Deg W 120ft Swly Ad 62.83ft S 88 Deg W 734.41ft S 01 Deg E 232.61ft N 88 Deg E 38.06ft S 01 Deg E 676.56ft N 88 Deg E 1967.81ft N 01 Deg W 50.00ft To Pob
30-3031-029-0019

Beacon Tradeport Community Dev
5701 Nw 88th Ave
Tamarac Fl 33321-4440

Port Of Tr J Desc Beg 1304.66ftw Of Se Cor Of Tr J Cont W320ft Th N 01 Deg W 628.58ft N 88 Deg E 320ft S 01 Deg E 628.65ft To Pob
30-3031-029-0020

Procacci Crossroads Parcel D L
925 S Federal Hwy #400
Boca Raton Fl 33432-6145

Port Of Tr J Desc Beg 20.30fts Of Sw Cor Of Tr C Of Pb 151-73 Beacon Tradeport Phase I & 648.33fts Of Pb 158-16 Beacon Tradeport Phase V Alg 48ftw Of W/l Of Pb 154-42 Beacon Tradeport Phase Iii Cont S 01 Deg E
2020 Nw 114th Ave
30-3031-029-0021

Micro Informatica Llc
8400 Nw 25th St #100
Doral Fl 33122-1530

N183ft Of The Foll Desc Prop Port Of Tr J Desc Beg 20.30fts Of Sw Cor Of Tr C Pb 151-73 Phase I Cont S 01 Deg E 759.13ft Alg 48ftw Of W/l Of Pb 154-42 Beacon Tradeport Phase Iii Swly Ad 39.27ft S 88 Deg W 322.90ft N
30-3031-029-0022

Crib Llc
8244 Nw 30th Ter
Doral Fl 33122-1914

Port Of Tr J Desc Beg 163.30fts Of Sw Cor Of Tr C Pb 151-73 Alg 48ftw Of W/l Of Tr H Pb 154-42 Th S 01 Deg E 155.33ft S 88 Deg W 347.90ft N 01 Deg W 155.33ft N 88 Deg E 347.90ft To Pob
2250 Nw 114th Ave
30-3031-029-0024

Denmark Cargo Inc
2250 Nw 114th Ave
Miami Fl 33172-3652

S155ft Of N648.33ft Of Fol Desc Property Port Of Tr J Desc Beg 20.3fts Of Sw Cor Of Trc Of Pb 151-73 Beacon Tradeport Phasei Cont S01 Deg E 759.13ft Swly Ad 39.27ft S 88 Deg E 322.90ft N 01 Deg W 824.13ft N88 Deg E
30-3031-029-0025

Mtj Investment Holdings Llc
5201 Blue Lagoon Dr #911
Miami Fl 33126-2064

S155ft Of N493.33ft Of Fol Desc Property Port Of Tr J Desc Beg 20.30fts Of Sw Cor Of Tr C Of Pb 151-73 Beacon Tradeport Phase I Cont S 01 Deg E 759.13ft Swly Ad 39.27ft S 88 Deg E 322.90ft N 01 Deg W 824.13ft N 88
30-3031-029-0030

Bteq Properties Llc
12755 Sw 57th Ave
Coral Gables Fl 33156-6302

Port Of Tr J Desc Beg 984.66ft W & 213.66ftn Of Se Cor Of Tr J Th N 88 Deg E 48ft S 01 Deg E 53.22ft N 88 Deg E 8.69ft S 46 Deg E 33.14ft N 88 Deg E 72.87ft N 01 Deg W 491.69ft S 88 Deg W 153.00ft S 01 Deg E
30-3031-029-0031

Quality Investment Properties
12851 Foster St #205
Overland Park Ks 66213-2612

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Mall Station Pb 158-35

Tract A
1890 Nw 107th Ave
30-3031-030-0010

International Petrol Grp Inc
1890 Nw 107th Ave
Doral Fl 33172-2504

Beacon Tradeport East Pb 158-40

Tract A
11190 Nw 25th St
30-3031-031-0010

Dolphin Commerce Center Llc
Principal Real Est Inv Llc
R Jacavino
801 Grand Ave
Des Moines Ia 50392

Beacon Tradeport East 1st Addn Pb 158-50

Tract B
30-3031-032-0010

Dpc Llc
1150b E Hallandale Beach Blvd
Hallandale Beach Fl 33009-4432

Ram Commerical Tract Pb 158-69

Tract A
1650 Nw 107th Ave
30-3031-033-0010

Chesed Llc Ii
4550 N Bay Rd
Miami Beach Fl 33140-2859

Alto Pointe Shopping Center Pb 160-7

Tract A
2090 Nw 107th Ave
30-3031-034-0010

Delta Bay Investments Llc
Antonio D Jacomino
5805 Blue Lagoon Dr #220
Miami Fl 33126-2056

Clear Channel Plat Pb 161-46

Tr A
30-3031-035-0010

Anthony F Balzebre
135 Leucadendra Dr
Coral Gables Fl 33156-2370

Vp Warehouse West Condo

Unit 100 Bldg 1 10800 Nw 21st St 100 30-3031-036-0010	Yubisay Avila 10800 Nw 21st St #100 Miami Fl 33172-2064
Unit 110 Bldg 1 10800 Nw 21st St 110 30-3031-036-0020	Panamericana Intl Press Corp 10800 Nw 21st St #110 Miami Fl 33172-2064
Unit 120 Bldg 1 10800 Nw 21st St 120 30-3031-036-0030	Panamericana Intl Press Corp 10800 Nw 21st St #120 Miami Fl 33172-2064
Unit 130 Bldg 1 10800 Nw 21st St 130 30-3031-036-0040	Angel Mohamad 10800 Nw 21st St #130 Miami Fl 33172-2064
Unit 140 Bldg 1 10800 Nw 21st St 140 30-3031-036-0050	A G Corp Usa 10800 Nw 21st St #140 Miami Fl 33172-2064
Unit 150 Bldg 1 10800 Nw 21st St 150 30-3031-036-0060	Lmg Services Llc 10800 Nw 21st St #150 Miami Fl 33172-2061
Unit 160 Bldg 1 10800 Nw 21st St 160 30-3031-036-0070	Luis E Nino 10800 Nw 21st St #160 Miami Fl 33172-2061
Unit 170 Bldg 1 10800 Nw 21st St 170 30-3031-036-0080	Fila Chmicals Usa Corp 10800 Nw 21st St #170 Miami Fl 33172-2061

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Unit 180 Bldg 1 10800 Nw 21st St 180 30-3031-036-0090	Tcp 78 Holdigns Llc 10800 Nw 21st St #180 Miami Fl 33172-2061
Unit 190 Bldg 1 10800 Nw 21st St 190 30-3031-036-0100	Brainco Llc 10800 Nw 21st St #190 Miami Fl 33172-2061
Unit 200 Bldg 1 10800 Nw 21st St 200 30-3031-036-0110	Lo Investments Corp 10800 Nw 21st St Miami Fl 33172-2058
Unit 210 Bldg 1 10800 Nw 21st St 210 30-3031-036-0120	L O Investments Corp 10800 Nw 21st St #200 Miami Fl 33172-2064
Unit 220 Bldg 1 10800 Nw 21st St 220 30-3031-036-0130	Doral Med Equip & Supplies Inc 10800 Nw 21st St #220 Miami Fl 33172-2061
Unit 230 Bldg 1 10800 Nw 21st St 230 30-3031-036-0140	Lo Capital Invest Llc 10800 Nw 21st St #230 Miami Fl 33172-2061
Unit 240 Bldg 1 10800 Nw 21st St 240 30-3031-036-0150	Lo Capital Invest Llc 10800 Nw 21st St #230 Miami Fl 33172-2061
Unit 250 Bldg 1 10800 Nw 21st St 250 30-3031-036-0160	Lo Capital Invest Llc 10800 Nw 21st St #230 Miami Fl 33172-2061
Unit 100 Bldg 2 10850 Nw 21st St 100 30-3031-036-0170	Hemisphere Cargo Corp 10850 Nw 21st St #100 Miami Fl 33172-2065

Unit 110 Bldg 2 10850 Nw 21st St 110 30-3031-036-0180	Parvani Investment Llc 9471 Sw 124th Ter Miami Fl 33176-5055
Unit 120 Bldg 2 10850 Nw 21st St 120 30-3031-036-0190	Parvani Investments Llc 9471 Sw 124th Ter Miami Fl 33176-5055
Unit 130 Bldg 2 10850 Nw 21st St 130 30-3031-036-0200	Joaquin C Colunga 10850 Nw 21st St #130 Miami Fl 33172-2065
Unit 140 Bldg 2 10850 Nw 21st St 140 30-3031-036-0210	Cesar J Hassan 10850 Nw 21st St #140 Miami Fl 33172-2065
Unit 150 Bldg 2 10850 Nw 21st St 150 30-3031-036-0220	160 Fds Inc 18050 Nw 21st St #150 Miami Fl 33172
Unit 160 Bldg 2 10850 Nw 21st St 160 30-3031-036-0230	160 Fds Inc 18050 Nw 21st St #160 Miami Fl 33172
Unit 170 Bldg 2 10850 Nw 21st St 170 30-3031-036-0240	Castro Cardona Holdings Inc 10850 Nw 21st St #170 Miami Fl 33172-2063
Unit 180 Bldg 2 10850 Nw 21st St 180 30-3031-036-0250	Top Technology Corp 10850 Nw 21st St #180 Miami Fl 33172-2063
Unit 190 Bldg 2 10850 Nw 21st St 190 30-3031-036-0260	Carlos A Garcia 10850 Nw 21st St #190 Miami Fl 33172-2063

Unit 200 Bldg 2 10850 Nw 21st St 200 30-3031-036-0270	Hi Tech Electrical Inc 10850 Nw 21st St #200 Miami Fl 33172-2063
Unit 210 Bldg 2 10850 Nw 21st St 210 30-3031-036-0280	Liya Inc 10850 Nw 21st St #210 Miami Fl 33172-2063
Unit 220 Bldg 2 10850 Nw 21st St 220 30-3031-036-0290	Game Mart Inc 10850 Nw 21st St #220 Miami Fl 33172-2063
Unit 230 Bldg 2 10850 Nw 21st St 230 30-3031-036-0300	Aviotrade Group Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 240 Bldg 2 10850 Nw 21st St 240 30-3031-036-0310	Aviotrade Group Holdings Llc 10850 Nw 21st St #240 Miami Fl 33172-2063
Unit 100 Bldg 3 10900 Nw 21st St 100 30-3031-036-0320	Intek Computers Corp 10900 Nw 21st St #100 Miami Fl 33172-2006
Unit 110 Bldg 3 10900 Nw 21st St 110 30-3031-036-0330	Mengod Investments Inc 2300 Nw 94th Ave #207 Doral Fl 33172-2343
Unit 120 Bldg 3 10900 Nw 21st St 120 30-3031-036-0340	Electronic Datacomm Corp 10900 Nw 21st St #120 Miami Fl 33172-2006
Unit 130 Bldg 3 10900 Nw 21st St 130 30-3031-036-0350	Randolph A Gornail 10900 Nw 21st St #130 Miami Fl 33172-2006

Unit 140 Bldg 3 10900 Nw 21st St 140 30-3031-036-0360	Cami Electrical Export Inc 10900 Nw 21st St #140 Miami Fl 33172-2006
Unit 150 Bldg 3 10900 Nw 21st St 150 30-3031-036-0370	Mastergate Inc 10900 Nw 21st St #150 Miami Fl 33172-2024
Unit 160 Bldg 3 10900 Nw 21st St 160 30-3031-036-0380	Rj Holdings Llc 10900 Nw 21st St #160 Miami Fl 33172-2024
Unit 170 Bldg 3 10900 Nw 21st St 170 30-3031-036-0390	Rj Holdings Llc 10900 Nw 21st St #170 Miami Fl 33172-2024
Unit 180 Bldg 3 10900 Nw 21st St 180 30-3031-036-0400	Bertin Investors Lllp 173 Paloma Dr Coral Gables Fl 33143-6537
Unit 190 Bldg 3 10900 Nw 21st St 190 30-3031-036-0410	Prodek Inc 8405 Nw 53rd St #b220 Miami Fl 33166-4544
Unit 200 Bldg 3 10900 Nw 21st St 200 30-3031-036-0420	Florida Ten Llc 10900 Nw 21st St #200 Miami Fl 33172-2024
Unit 210 Bldg 3 10900 Nw 21st St 210 30-3031-036-0430	Florida Ten Llc 10900 Nw 21st St #210 Miami Fl 33172-2006
Unit 220 Bldg 3 10900 Nw 21st St 220 30-3031-036-0440	Usaco Worldwide Inc 10900 Nw 21st St #220 Miami Fl 33172-2006

Unit 230 Bldg 3 10900 Nw 21st St 230 30-3031-036-0450	Dls Cargo Inc 10900 Nw 21st St #230 Miami Fl 33172-2006
Unit 240 Bldg 3 10900 Nw 21st St 240 30-3031-036-0460	10900 Nw 21 St Llc 10900 Nw 21st St #240 Miami Fl 33172-2006
Unit 250 Bldg 3 10900 Nw 21st St 250 30-3031-036-0470	Kun W Lo 10900 Nw 21st St #250 Miami Fl 33172-2006

Jmar Industrial Park I Condo

Unit 1901 1901 Nw 108th Ave 1901 30-3031-037-0010	Jc & A Investments Llc 1901 Nw 108th Ave Miami Fl 33172-2023
Unit 1905 1905 Nw 108th Ave 1905 30-3031-037-0020	Jc & A Investments Llc 1905 Nw 108th Ave Miami Fl 33172-2023
Unit 1909 1909 Nw 108th Ave 1909 30-3031-037-0030	Carlo Serrrano 1909 Nw 108th Ave Miami Fl 33172-2023
Unit 1913 1913 Nw 108th Ave 1913 30-3031-037-0040	Juan F & Ernestina V Marrero 14328 Sw 14th St Miami Fl 33184-3213
Unit 1917 1917 Nw 108th Ave 1917 30-3031-037-0050	German Pryor Algarra 13050 Sw 105th Ave Miami Fl 33176-5529

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Unit 1921 1921 Nw 108th Ave 1921 30-3031-037-0060	Jose R Espinosa 9855 Sw 89th Ct Miami Fl 33176-2908
Unit 1925 1925 Nw 108th Ave 1925 30-3031-037-0070	Ind Llc 1925 Nw 108th Ave Miami Fl 33172-2023
Unit 1929 1929 Nw 108th Ave 1929 30-3031-037-0080	1929 Jmar Inc Po Box 431308 South Miami Fl 33243-1308
Unit 1931 1931 Nw 108th Ave 1931 30-3031-037-0090	Avezul Corporation 1931 Nw 108th Ave #1931 Miami Fl 33172-2023

Mara Plazza Condo

Unit 1 2451 Nw 109th Ave 1 30-3031-038-0010	Rinaldi Enterprise Inc 10400 Nw 33rd St #270 Doral Fl 33172-5904
Unit 2 2451 Nw 109th Ave 2 30-3031-038-0020	Gustavo Bustos 12766 Nw 6th Ln Miami Fl 33182-1161
Unit 3 2451 Nw 109th Ave 3 30-3031-038-0030	Carlos Varela 3245 Ne 184th St #13107 Aventura Fl 33160-4982
Unit 4 2451 Nw 109th Ave 4 30-3031-038-0040	C E B Construction Inc 3741 Sw 133rd Ct Miami Fl 33175-3271

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Unit 5 2451 Nw 109th Ave 5 30-3031-038-0050	Leader Trade Solutions Corp 2333 Ponce De Leon Blvd #r200 Coral Gables Fl 33134-5419
Unit 6 2451 Nw 109th Ave 6 30-3031-038-0060	Rinaldi Enterprise Inc 10400 Nw 33rd St #270 Doral Fl 33172-5904
Unit 7 2451 Nw 109th Ave 7 30-3031-038-0070	Doral Captiva Inc 463 Sailboat Cir Weston Fl 33326-1505
Unit 8 2451 Nw 109th Ave 8 30-3031-038-0080	Cosmo Two Inc 10481 Nw 41st St Doral Fl 33178-1807
Unit 9 2451 Nw 109th Ave 9 30-3031-038-0090	Partegas Two Inc Po Box 25352 Miami Fl 33102-5352
Unit 10 2451 Nw 109th Ave 10 30-3031-038-0100	Leader Trade Solutions Corp 2333 Ponce De Leon Blvd #r200 Coral Gables Fl 33134-5419
Unit 11 2451 Nw 109th Ave 11 30-3031-038-0110	Larry A Valverde 2451 Nw 109th Ave #11 Miami Fl 33172-2003

Gateway Park Condo

Unit 100 10775 Nw 21st St 109 30-3031-039-0010	Anita Henao 10775 Nw 21st St #109 Doral Fl 33172-2009

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Unit 110 10775 Nw 21st St 108 30-3031-039-0020	Libardo E & Andres Lopez 10775 Nw 21st St #110 Doral Fl 33172-2030
Unit 120 10775 Nw 21st St 107 30-3031-039-0030	Ricardo Lopez 10775 Nw 21st St #110 Doral Fl 33172-2030
Unit 130 10775 Nw 21st St 106 30-3031-039-0040	Jeniffer Gamboa 10775 Nw 21st St #106 Doral Fl 33172-2030
Unit 140 10775 Nw 21st St 105 30-3031-039-0050	Adriana M Gregory 10775 Nw 21st St #105 Doral Fl 33172-2009
Unit 150 10775 Nw 21st St 104 30-3031-039-0060	Juan Carlos Buitrago 10775 Nw 21st St #104 Doral Fl 33172-2030
Unit 160 10775 Nw 21st St 103 30-3031-039-0070	Hilda J Buitrago 10775 Nw 21st St #160 Doral Fl 33172-2011
Unit 170 10775 Nw 21st St 102 30-3031-039-0080	Hilda J Buitrago 10775 Nw 21st St #102 Doral Fl 33172-2030
Unit 180 10775 Nw 21st St 101 30-3031-039-0090	Patricia & Juan Carlos Buitrago 10775 Nw 21st St #101 Doral Fl 33172-2009

Adler Plaza Condo

Unit 200 1400 Nw 107th Ave 200 30-3031-040-0010	Bayview Loan Servicing Llc 4425 Ponce De Leon Blvd #5th Coral Gables Fl 33146-1837
Unit 201 1400 Nw 107th Ave 201 30-3031-040-0020	Tbom Commercial Llc Isicoff Ragatz & K 1200 Brickell Ave #1900 Miami Fl 33131-3257
Unit 205 1400 Nw 107th Ave 205 30-3031-040-0030	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746
Unit 209 1400 Nw 107th Ave 209 30-3031-040-0040	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746
Unit 210 1400 Nw 107th Ave 210 30-3031-040-0050	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746
Unit 300 1400 Nw 107th Ave 300 30-3031-040-0060	Jose Gerardo Guarisma 11257 Nw 78th St Medley Fl 33178-1464
Unit 301 1400 Nw 107th Ave 301 30-3031-040-0070	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746
Unit 307 1400 Nw 107th Ave 307 30-3031-040-0080	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746

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Units 310 -501 1400 Nw 107th Ave 310-501 30-3031-040-0090 - 0130	Adler Group Inc 1400 Nw 107th Ave Doral Fl 33172-2746

Dolphin Paark Of Commerce Condo

Unit 101 2071 Nw 112th Ave 101 30-3031-041-0010	Doral Financial Invest Srvc Ll 2071 Nw 112th Ave #101 Miami Fl 33172-1833
Unit 102 2071 Nw 112th Ave 102 30-3031-041-0020	Rubio & Barcia Investments Cor 11176 Nw 84th St Doral Fl 33178-5268
Unit 103 2071 Nw 112th Ave 103 30-3031-041-0030	Investments 142857 Inc 9361 Nw 33rd St Miami Fl 33172
Unit 104 2071 Nw 112th Ave 104 30-3031-041-0040	Carlos Ekmeiro 2071 Nw 112th Ave #104 Doral Fl 33172-1833
Unit 105 2071 Nw 112th Ave 105 30-3031-041-0050	Inversiones Davier Inc 7791 Nw 46th St #407 Doral Fl 33166-5485
Unit 106 2071 Nw 112th Ave 106 30-3031-041-0060	Inversiones Davier Inc 7791 Nw 46th St #407 Doral Fl 33166-5485
Unit 107 2071 Nw 112th Ave 107 30-3031-041-0070	Pinzons Llc 12113 Palms Blvd Los Angeles Ca 90066-1925

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Unit 108 2071 Nw 112th Ave 108 30-3031-041-0080	B & R Investments Group Inc 1500 Nw 93rd Ave Doral Fl 33172-2911
Unit 109 2051 Nw 112th Ave 109 30-3031-041-0090	Investments 142857 Inc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 110 2051 Nw 112th Ave 110 30-3031-041-0100	Investments 142857 Inc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 111 2051 Nw 112th Ave 111 30-3031-041-0110	Dolparc Holdings Llc 2051 Nw 112th Ave #111 Miami Fl 33172-1829
Unit 112 2051 Nw 112th Ave 112 30-3031-041-0120	Jjd Holdings Inc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 113 2051 Nw 112th Ave 113 30-3031-041-0130	Investments 142857 Inc 9361 Nw 33rd St Miami Fl 33172
Unit 114 2051 Nw 112th Ave 114 30-3031-041-0140	2051 Dolphin Park Llc 11185 Nw 72nd Ter Miami Fl 33179
Unit 115 2051 Nw 112th Ave 115 30-3031-041-0150	2051 Dolphin Park Llc 11185 Nw 72nd Ter Miami Fl 33179
Unit 116 2051 Nw 112th Ave 116 30-3031-041-0160	Mcna Properties Iv Llc 220 Alhambra Cir Coral Gables Fl 33134-5174

Unit 117 2051 Nw 112th Ave 117 30-3031-041-0170	Gabc Investments Llc 11236 Nw 77th Ter Medley Fl 33178-1491
Unit 118 2051 Nw 112th Ave 118 30-3031-041-0180	Erwin Richter 11867 Sw 80th Ter Miami Fl 33183-2900
Unit 119 2051 Nw 112th Ave 119 30-3031-041-0190	J & J Trading Services Inc 2051 Nw 112th Ave #119 Miami Fl 33172-1829
Unit 120 2051 Nw 112th Ave 120 30-3031-041-0200	J & J Trading Services Inc 2051 Nw 112th Ave #119 Miami Fl 33172-1829
Unit 121 2051 Nw 112th Ave 121 30-3031-041-0210	H & M Associates Inc 2051 Nw 112th Ave #121 Miami Fl 33172-1829
UnitS 122 - 125 2051 Nw 112th Ave 122 30-3031-041-0220 - 0250	Inedimatica Usa Corp 8221 Nw 30th Ter Doral Fl 33122-1913
Unit 126 2051 Nw 112th Ave 126 30-3031-041-0260	Investments 142857 Inc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 127 2051 Nw 112th Ave 127 30-3031-041-0270	Rimax Llc 19521 Sw 53rd St Miramar Fl 33029-6279

Unit 128 2051 Nw 112th Ave 128 30-3031-041-0280	American Friction Lube Inc 5751 Nw 98th Ave Doral Fl 33178-2671
Unit 129 2051 Nw 112th Ave 129 30-3031-041-0290	30 Dolphin Pack Corp 9631 Nw 33rd St Doral Fl 33172-1100
Unit 130 2051 Nw 112th Ave 130 30-3031-041-0300	30 Dolphin Pack Corp 9631 Nw 33rd St Doral Fl 33172-1100
Unit 131 2061 Nw 112th Ave 131 30-3031-041-0310	Mar Rojo International Group L 1450 Sabal Trl Weston Fl 33327-1638
Unit 132 2061 Nw 112th Ave 132 30-3031-041-0320	Mar Rojo International Group L 1450 Sabal Trl Weston Fl 33327-1638
Unit 133 2061 Nw 112th Ave 133 30-3031-041-0330	Marchelo Biondi 12211 Sw 122nd Path Miami Fl 33186-9031
Unit 134 2061 Nw 112th Ave 134 30-3031-041-0340	Petit Eleven Llc 11337 Nw 69th St Doral Fl 33178-4539
Unit 135 2061 Nw 112th Ave 135 30-3031-041-0350	R Group Properties Corp 1840 Nw 168th Ave Pembroke Pines Fl 33028-2021
Unit 136 2061 Nw 112th Ave 136	-SAME-

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Unit 137 2061 Nw 112th Ave 137 30-3031-041-0370	R Group Properties Corp 1840 Nw 168th Ave Pembroke Pines Fl 33028-2021
Unit 138 2061 Nw 112th Ave 138 30-3031-041-0380	Giraldo Seguro Investment Corp 16602 Sw 68th Ter Miami Fl 33193-5555
Unit 139 2061 Nw 112th Ave 139 30-3031-041-0390	Florida Housing & Dev Group In 1770 Nw 21st Ter Miami Fl 33142-7438
Unit 140 2061 Nw 112th Ave 140 30-3031-041-0400	Real Estate Development Llc 2061 Nw 112th Ave #140 Miami Fl 33172-1831
Unit 141 2061 Nw 112th Ave 141 30-3031-041-0410	Inversiones Davier Inc 7791 Nw 46th St #407 Doral Fl 33166-5485
Unit 142 2061 Nw 112th Ave 142 30-3031-041-0420	Inversiones Davier Inc 7791 Nw 46th St #407 Doral Fl 33166-5485
Unit 143 2061 Nw 112th Ave 143 30-3031-041-0430	Fonakid Llc 7065 Nw 107th Ct Doral Fl 33178-3653
Unit 144 2061 Nw 112th Ave 144 30-3031-041-0440	Fonakid Llc 7065 Nw 107th Ct Doral Fl 33178-3653
Unit 145 2061 Nw 112th Ave 145 30-3031-041-0450	Servicing Properties Llc 100 Se 2nd St #2600 Miami Fl 33131-2118

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Unit 146
2061 Nw 112th Ave 146
30-3031-041-0460

Jirafa Llc
3263 Nw 102nd Pl
Miami Fl 33172-5044

Unit 147
2061 Nw 112th Ave 147
30-3031-041-0470

Nestor Soto
2061 Nw 112th Ave #147
Miami Fl 33172-1831

Unit 148
2061 Nw 112th Ave 148
30-3031-041-0480

Andres E & Claudia I Gomez
5333 Nw 109th Ct
Doral Fl 33178-3914

Unit 149
2061 Nw 112th Ave 149
30-3031-041-0490

Antonino Buttaci
3625 N Country Club Dr #901
Aventura Fl 33180-1712

Unit 150
2061 Nw 112th Ave 150
30-3031-041-0500

Palavi Llc
6651 Nw 107th Ct
Doral Fl 33178-3642

Unit 151
1825 Nw 112th Ave 151
30-3031-041-0510

Efm 41 St Investments Llc
10556 Nw 26th St #d101
Doral Fl 33172-5943

Unit 152
1825 Nw 112th Ave 152
30-3031-041-0520

777 Sin Llc
10544 Nw 26th St #e202
Doral Fl 33172-2160

Unit 153
1825 Nw 112th Ave 153
30-3031-041-0530

Kcusa Com Inc
2855 Nw 112 Avenue Bay 2
Miami Fl 33172

Unit 154
1825 Nw 112th Ave 154
30-3031-041-0540

Aisbyl Invest Llc
10935 Sw 174th Ter
Miami Fl 33157-4063

Unit 155 1825 Nw 112th Ave 155 30-3031-041-0550	55 Dolphin Park Llc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 156 1825 Nw 112th Ave 156 30-3031-041-0560	Henglobal Intl Corp 1825 Nw 112th Ave #156 Miami Fl 33172-1816
Unit 157 1825 Nw 112th Ave 157 30-3031-041-0570	Henglobal Intl Corp 1825 Nw 112th Ave #157 Miami Fl 33172-1816
Unit 158 1825 Nw 112th Ave 158 30-3031-041-0580	L D Trade Inc 1301 Nw 89th Ct #207 Doral Fl 33172-3006
Unit 159 1835 Nw 112th Ave 159 30-3031-041-0590	Sand Sports Corp 2475 Brickell Ave #1510 Miami Fl 33129-2481
Unit 160 1835 Nw 112th Ave 160 30-3031-041-0600	J & S Warehouse Inc 1835 Nw 112th Ave #160 Miami Fl 33172-1800
Unit 161 1835 Nw 112th Ave 161 30-3031-041-0610	Maria J Camacho 10853 Nw 85th Ter Doral Fl 33178-1546
Unit 162 1835 Nw 112th Ave 162 30-3031-041-0620	Antonio J Da Silva Hernandez 1835 Nw 112th Ave #162 Miami Fl 33172-1800
Unit 163 1835 Nw 112th Ave 163 30-3031-041-0630	Los Corrales Investments Llc 2600 S Douglas Rd #1100 Coral Gables Fl 33134-6143

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Unit 164 1835 Nw 112th Ave 164 30-3031-041-0640	Miramar Business & Invest Llc 9737 Nw 41st St #615 Doral Fl 33178-2924
Unit 165 1835 Nw 112th Ave 165 30-3031-041-0650	Miramar Business & Invest Llc 9737 Nw 41st St #615 Doral Fl 33178-2924
Unit 166 1835 Nw 112th Ave 166 30-3031-041-0660	E & D Supply Corp 6005 Nw 87th Ave Miami Fl 33178-1636
Unit 167 1835 Nw 112th Ave 167 30-3031-041-0670	E & D Supply Corp 6005 Nw 87th Ave Miami Fl 33178-1636
Unit 168 1835 Nw 112th Ave 168 30-3031-041-0680	Annesa Enterprises Llc 7062 Nw 113th Ct Doral Fl 33178-4534
Unit 169 1835 Nw 112th Ave 169 30-3031-041-0690	Annesa Enterprises Llc 7062 Nw 113th Ct Doral Fl 33178-4534
Unit 170 1835 Nw 112th Ave 170 30-3031-041-0700	Bontons Llc 3221 Nw 82nd Ave Doral Fl 33122-1023
Unit 171 1835 Nw 112th Ave 171 30-3031-041-0710	Group Rr Investments Llc 1200 Brickell Ave #860 Miami Fl 33131-3255

Unit 172 1835 Nw 112th Ave 172 30-3031-041-0720	Allison Investment Llc 6015 Nw 87th Ave Miami Fl 33178-1636
Unit 173 1835 Nw 112th Ave 173 30-3031-041-0730	Allison Investment Llc 6015 Nw 87th Ave Miami Fl 33178-1636
Unit 174 1835 Nw 112th Ave 174 30-3031-041-0740	V P Cargo International Inc 4769 Nw 72nd Ave Medley Fl 33166-5616
Unit 175 1835 Nw 112th Ave 175 30-3031-041-0750	Last Investments Llc 4518 Nw 109th Ct Doral Fl 33178-4355
Unit 176 1835 Nw 112th Ave 176 30-3031-041-0760	920 Penn Llc 4518 Nw 109th Ct Doral Fl 33178-4355
Unit 177 1835 Nw 112th Ave 177 30-3031-041-0770	Inversiones Morangos Mr L L C 11421 Nw 168th Ter Doral Fl 33178
Unit 178 1835 Nw 112th Ave 178 30-3031-041-0780	A Krysta L N Investments Inc 730 Nw 107th Ave #120 Miami Fl 33172-3104
Unit 179 1835 Nw 112th Ave 179 30-3031-041-0790	A Krystal L N Investments Inc 730 Nw 107th Ave #120 Miami Fl 33172-3104
Unit 180 1835 Nw 112th Ave 180 30-3031-041-0800	A Krystal L N Investments Inc 730 Nw 107th Ave #120 Miami Fl 33172-3104

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Unit 181 1835 Nw 112th Ave 181 30-3031-041-0810	Copiservice Of America Inc 1315 Sw 107th Ave Miami Fl 33174-2515
Unit 182 1835 Nw 112th Ave 182 30-3031-041-0820	Antonio J Da Silva Hernandez 11321 Nw 79th Ln Medley Fl 33178-1452
Unit 183 1835 Nw 112th Ave 183 30-3031-041-0830	Miami Marine Export Llc 7824 Nw 116th Pl Medley Fl 33178-1518
Unit 184 1835 Nw 112th Ave 184 30-3031-041-0840	Warehouse Llc 11352 Nw 46th Ln Doral Fl 33178-4345
Unit 185 1835 Nw 112th Ave 185 30-3031-041-0850	Fragance Forwarders Llc 11352 Nw 46th Ln Doral Fl 33178-4345
Unit 186 1845 Nw 112th Ave 186 30-3031-041-0860	Sikaffy Interiors Inc 7221 Sw 48th St Miami Fl 33155-5518
Unit 187 1845 Nw 112th Ave 187 30-3031-041-0870	Tct3 Llc 11200 Nw 25th St #125 Doral Fl 33172-1807
Unit 188 1845 Nw 112th Ave 188 30-3031-041-0880	Greicis M Herrera 401 69th St #605 Miami Beach Fl 33141-3281
Unit 189 1845 Nw 112th Ave 189 30-3031-041-0890	Terbol Inc 11132 Nw 73rd St Doral Fl 33178-2865

Unit 190 1845 Nw 112th Ave 190 30-3031-041-0900	Terbol Inc 11132 Nw 73rd St Doral Fl 33178-2865
Unit 191 1845 Nw 112th Ave 191 91 30-3031-041-0910	Dolphin Park Llc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 192 1845 Nw 112th Ave 192 30-3031-041-0920	92 Dolphin Park Llc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 193 1845 Nw 112th Ave 193 30-3031-041-0930	Jucatel Limited Partnership 328 Crandon Blvd #221a Key Biscayne Fl 33149-1331
Unit 194 1845 Nw 112th Ave 194 30-3031-041-0940	Jucatel Limited Partnership 328 Crandon Blvd #221a Key Biscayne Fl 33149-1331
Unit 195 1845 Nw 112th Ave 195 30-3031-041-0950	95 Dolphin Park Corp 9631 Nw 33rd St Doral Fl 33172-1100
Unit 196 1845 Nw 112th Ave 196 30-3031-041-0960	96 Dolphin Park Llc 9631 Nw 33rd St Doral Fl 33172-1100
Unit 197 1845 Nw 112th Ave 197 30-3031-041-0970	Alma Investments Llc 4797 Nw 72nd Ave Miami Fl 33166-5616
Unit 198 1845 Nw 112th Ave 198 30-3031-041-0980	Aston Holdings Llc 4651 Sheridan St #335 Hollywood Fl 33021-3400

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Unit 199 1845 Nw 112th Ave 199 30-3031-041-0990	Spqr Management Llc 1681 Nw 97th Ave Doral Fl 33172-2817
Unit 200 1845 Nw 112th Ave 200 30-3031-041-1000	200 Dolphin Park Corp 9631 Nw 33rd St Doral Fl 33172-1100
Unit 201 1845 Nw 112th Ave 201 30-3031-041-1010	Cayo Mario Acosta 2051 Nw 112th Ave #118 Miami Fl 33172-1829
Unit 202 1845 Nw 112th Ave 202 30-3031-041-1020	Cardan Group Llc 1845 Nw 112th Ave #202 Miami Fl 33172-1840
Unit 203 1845 Nw 112th Ave 203 30-3031-041-1030	Taguanes Investments Llc 2600 S Douglas Rd #1100 Coral Gables Fl 33134-6143
Unit 204 1845 Nw 112th Ave 204 30-3031-041-1040	Matepine Investments Llc 2600 S Douglas Rd #1100 Coral Gables Fl 33134-6143
Unit 205 1845 Nw 112th Ave 205 30-3031-041-1050	Office Products Trading Corp 7065 Nw 116th Ct Doral Fl 33178-5531
Unit 206 1845 Nw 112th Ave 206 30-3031-041-1060	Rafael Aguirre 2131 Murfreeboro Park #203 Antioch Tn 37217
Unit 207 1845 Nw 112th Ave 207 30-3031-041-1070	Vesa Properties Llc 11236 Nw 54th Ter Doral Fl 33178-3813

Unit 208 1845 Nw 112th Ave 208 30-3031-041-1080	U Tt International Inc 7225 Nw 25th St #203 Miami Fl 33122-1709
Unit 209 1845 Nw 112th Ave 209 30-3031-041-1090	Energy Elec Integrators Corp 11277 Nw 55th Ln Doral Fl 33178-3815
Unit 210 1845 Nw 112th Ave 210 30-3031-041-1100	R Llaurado & Associates Inc 10540 Nw 26th St #103 Doral Fl 33172-5932
Unit 211 1845 Nw 112th Ave 211 30-3031-041-1110	Simon & Margarita Gil 8200 Nw 27th St #112 Doral Fl 33122-1902

Eurosuites Pb 166-076

Tr A 30-3031-042-0010	Service Parcel Es Doral Llc 2315 Nw 107th Ave #1m-17 Doral Fl 33172-2164

SHOPS AT 107TH PB 167-076

TR A 30-3031-043-0010	SHOPS AT 107TH LLC 10850 NW 21 ST STE 230 MIAMI FL 33172-2063

EUROSUITES RESIDENCES & RESORT CONDO

1750 Nw 107th Ave M-708 30-3031-044-2520	Elizabeth A Segura 1750 Nw 107th Ave #m-708 Miami Fl 33178
1750 Nw 107th Ave 30-3031-044-3430	Functional Foods Inc 10540 Nw 26th St Ste G107 Doral Fl 33172-2162

1750 Nw 107th Ave R408 30-3031-044-3370	Euroinvestment Llc 4341 Sw 160th Ave Apt 200 Miramar Fl 33027-5750
1750 Nw 107th Ave p502 30-3031-044- 1080	Maradentro Llc 11155 Nw 70th St Doral Fl 33178-3714
1750 Nw 107th Ave L502 30-3031-044-0200	Suarven Eurosuites Llc 2665 Sw 37th Ave Apt 808 Coconut Grove Fl 33133-2753
1750 Nw 107th Ave L605 30-3031-044- 0450	Power Content Investments Llc 16710 Sapphire Ct Weston Fl 33331-3171
1750 Nw 107th Ave 30-3031-044-3470	Leticia Castano 4995 Nw 72nd Ave Ste 303 Miami Fl 33166-5643
1750 Nw 107th Ave 30-3031-044-3160	Rodolfo E L Benitez 12701 Sw 49th Ct Miramar Fl 33027-5821
1750 Nw 107th Ave 30-3031-044-2970	Carlos J M & Wilfredo M Cocco 718 Nw 127th Pl Miami Fl 33182-1890
1750 Nw 107th Ave L-506 30-3031-044- 0520	Dennis Yamin 218 Se 14th St #2307 Miami Fl 33131-3331
1750 Nw 107th Ave P-303 30-3031-044-	Sandra Romero 12669 Nw 9th Ter Miami Fl 33182-2076
1750 Nw 107th Ave 30-3031-044-0050	Ramon Azpurua 8930 W Flagler St #105 Miami Fl 33174-3957
1750 Nw 107th Ave M-502 30-3031-044-2040	Atilio Morales 1750 Nw 107th Ave #m-502 Miami Fl 33172

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1750 Nw 107th Ave R-602 30-3031-044-2930	Antonio Manzo 1750 Nw 107th Ave #r-602 Doral Fl 33172-2790
1750 Nw 107th Ave 30-3031-044-	Euro 315 Corp 3400 Coral Way #601 Miami Fl 33145-3070
1750 Nw 107th Ave M-509 30-3031-044-	Ta H Cheng 15786 Sw 40th St Miramar Fl 33027-4807
1750 Nw 107th Ave M507 30-3031-044-2440	Maritza Archila Po Box 25323 Miami Fl 33102-5323
1750 Nw 107th Ave P-302 30-3031-044-3440	Ta H Cheng 15786 Sw 40th St Miramar Fl 33027-4807
1750 Nw 107th Ave 30-3031-044-1830	Fernando Barros 1750 Nw 107th Ave #p-216 Miami Fl 33172
1750 Nw 107th Ave R-512 30-3031-044-3600	Julio R Losada 1750 Nw 107th Ave #r-512 Miami Fl 33172
1750 Nw 107th Ave M-905 30-3031-044-2320	Joao Inc 1750 Nw 107th Ave #m-905 Doral Fl 33172-2790
1750 Nw 107th Ave L-905 30-3031-044-0480	Baixas Inc 1750 Nw 107th Ave #l-905 Doral Fl 33172-2790
1750 Nw 107th Ave M-802 30-3031-044- 2070	Domingo Manzo 1750 Nw 107th Ave #m-802 Miami Fl 33172
1750 Nw 107th Ave P213 30-3031-044-1770	Domingo Lombardi PO Box 025233 Miami Fl 33102

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1750 Nw 107 Avenue L607 30-3031-044-	Becket D M Lopez 10210 Ne 12th St #c306 Bellevue Wa 98004-4252
1750 Nw 107 Avenue M706 30-3031-044-2380	Met Suite 706 LLC 18851 NE 29 Ave #900 Aventura FL 33180
1750 Nw 107th Ave 30-3031-044-1840	Euro 316 Corp 3400 Coral Way #601 Miami Fl 33145-3070
1750 Nw 107th Ave M710 30-3031-044-2640	Figueres Corp 7911 Nw 68th St Miami Fl 33166-2793
1750 Nw 107th Ave 30-3031-044-3480	Alvarez Group Inc 10700 Nw 25th St Doral Fl 33172-2026
1750 Nw 107th Ave 30-3031-044-	Alvarez Group Inc 10700 Nw 25th St Doral Fl 33172-2026
1750 Nw 107th Ave L507 30-3031-044-0600	Arrodagia Llc 24 Little Neck Blvd Bayside Ny 11360
1750 Nw 107th Ave R306 30-3031-044- 3220	Fuenmayor Investments Llc 2803 Sw 156th Ave Miami Fl 33185-4906
1750 Nw 107th Ave M801 30-3031-044-1990	Amauri Rengel 1840 Sw 82nd Ave Miami Fl 33155-1220
1750 Nw 107th Ave 30-3031-044-	Amauri & Iris M Rengel 1840 Sw 82nd Ave Miami Fl 33155-1220
1750 Nw 107th Ave R-503 30-3031-044-3000	Domenico Barone 1750 Nw 107th Ave #r-503 Miami Fl 33172

1750 Nw 107th Ave L511
30-3031-044-0840

1750 Nw 107th Ave
30-3031-044-0080

1750 Nw 107th Ave M-504
30-3031-044-2200

1750 Nw 107th Ave M902
30-3031-044-2080

1750 Nw 107 Avenue R213
30-3031-044-3610

1750 Nw 107 Avenue R802
30-3031-044- 2950

1750 Nw 107th Ave L-407
30-3031-044- 0590

1750 Nw 107 Avenue M212
30-3031-044-2690

1750 Nw 107 Avenue P212
30-3031-044-1730

1750 Nw 107th Ave R501
30-3031-044-2840

1750 Nw 107th Ave 637
30-3031-044-3490

Faustino Benjamin Marcos
Calle P3-3 Conjunto Hacienda
La Lagunita No 2-3-2
Urb La Lagun

1750 Inc
6843 Nw 109th Ave
Doral Fl 33178-3732

Gherlin Martinez
5900 SW 102 St
Miami Fl 33156

Sergio Martinez
PO Box 668162
Miami Fl 33166

Javier E G Rassi
5460 NW 107 Ave #105
Doral FL 33178

Keith Roache & Ada
4241 NW 64 Dr
Pompano Beach FL 33073

Hyoung S Lim
11140 Minneapolis Dr
Hollywood Fl 33026-4943

Vanesa Patino
321 NW 109 Ave #7
Miami Fl 33172
Alberto Peroza
1750 Nw 107 Avenue P212
Miami Fl 33172

Najib & Sofia Nicolas
16221 Sw 49th Ct
Miramar Fl 33027-4944

Inv Gratte 21 Llc
7788 Nw 71st St
Miami Fl 33166-2346

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1750 Nw 107th Ave M-214 30-3031-044-2750	Jose R Pastran 1750 Nw 107th Ave #m-214 Miami Fl 33172
1750 Nw 107th Ave 30-3031-044-1660	Jose I & Adriana M Curiel 8180 Nw 36th St #205 Doral Fl 33166-6653
1750 Nw 107th Ave P410 30-3031-044-1650	Jose D Santos 1750 Nw 107 Ave Unit P-410 Miami Fl 33172
1750 Nw 107th Ave R511 30-3031-044-3560	Adriana Scannapieco 3762 SW 26 Ter Coral Gables Fl 33134
1750 Nw 107th Ave R902 30-3031-044-2960	Humberto G Diaz 6341 Sw 49th St Miami Fl 33155-6101
1750 Nw 107th Ave 30-3031-044-	Rita Riccobono 4532 189th St Flushing Ny 11358-3427
1750 Nw 107th Ave L501 30-3031-044-0120	James & Rita Riccobono 4532 189th St Flushing Ny 11358-3427
1750 Nw 107th Ave P507 30-3031-044-1480	Alessandro & Concenttina Petruccelli 3556-160 St Flushing Ny 11358
1750 Nw 107th Ave 30-3031-044- 0280	Teresa Damasco 3556 160th St Flushing Ny 11358-1625
1750 Nw 107th Ave R308 30-3031-044-3360	Maria T Blanco-ruiz 11345 Nw 66th St Doral Fl 33178-3632

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1750 Nw 107th Ave R-507 30-3031-044-3320	Ana Barone 16221 Sw 49th Ct Miramar Fl 33027-4944
1750 Nw 107th Ave R-507 30-3031-044-0780	JULIO CESAR CORTEZ LOS NARANJOS DEL CAFETAL AVE SUR 1 CARACAS, venezuela
1750 Nw 107th Ave 30-3031-044-0770	Cortez Bay Sa 1750 Nw 107 Ave Unit L-410 Miami Fl 33172
1750 Nw 107th Ave 30-3031-044-	Guillero Moron 6843 Nw 109th Ave Doral Fl 33178-3732
1750 Nw 107th Ave M315 30-3031-044- 2780	Janina Loy 5845 Sw 64th Ave South Miami Fl 33143-2041
1750 Nw 107th Ave L-504 30-3031-044-0360	Hakim Yamin 218 Se 14th St #2307 Miami Fl 33131-3331
1750 Nw 107th Ave P404 30-3031-044-1230	Grupo Camo Llc 5813 Nw 108th Pl Doral Fl 33178-2842
1750 Nw 107th Ave R311 30-3031-044- 3540	Gilberto P Nieto 11512 Lakeview Dr Coral Springs Fl 33071-7865
1750 Nw 107th Ave 30-3031-044-	Jose D S Abreu 11402 Nw41 St #219 Miami Fl 33178
1750 Nw 107th Ave R904 30-3031-044-3120	Kyung M & Eunna Lee 10919 Nw 80th Ln Doral Fl 33178-6002

1750 Nw 107th Ave M-211 30-3031-044-	Alejandro Garcia 1750 Nw 107th Ave #m-211 Miami Fl 33172
1750 Nw 107th Ave M-806 30-3031-044-2390	7774 Aba Investments Inc 5011 Nw 93rd Doral Cir E Doral Fl 33178-2055
1750 Nw 107th Ave P314 30-3031-044-1800 0800	Nerio G Soto 1142 Nw 79th Ln Miami Fl 33178
1750 Nw 107th Ave 30-3031-044-	Nerio G Soto 1142 Nw 79th Ln Miami Fl 33178
1750 Nw 107th Ave 30-3031-044-2550	Victor Flores 11276 Nw 54th Ter Doral Fl 33178-3813
1750 Nw 107th Ave M-805 30-3031-044- 2310	Maca Group I Investment Llc 8271 La Rampa St Coral Gables Fl 33143-6410
1750 Nw 107th Ave 30-3031-044-1540	Alfredo Guinand 8180 Nw 36th St #205 Doral Fl 33166-6653
1750 Nw 107th Ave 30-3031-044-	Atilio Morales 1750 Nw 107th Ave #m-502 Doral Fl 33172-2790
1750 Nw 107th Ave 30-3031-044-0170	Raymundo & Marina Garcia 11276 Nw 54th Ter Doral Fl 33178-3813
1750 Nw 107 Avenue R402 30-3031-044- 2910	Keith B Jorgensen 13306 Sw 27th St Miramar Fl 33027-3876

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1750 Nw 107 Avenue R-312 30-3031-044-3580	Lizette Lopez 1750 Nw 107 Avenue R-312 Miami Fl 33172
1750 Nw 107 Avenue r710 30-3031-044-3520	Giovanny Sanchez Ave 31 Sector 3 Casa 11 Urb Los Medanos Cabinas 412
1750 Nw 107 Avenue L802 30-3031-044-0230	Antonio Buscema 1750 Nw 107 Avenue L802 Miami Fl 33172
1750 Nw 107 Avenue 30-3031-044-0580	Antonio Faratro 10831 Nw 29th St Doral Fl 33172-5909
1750 Nw 107 Avenue R202 30-3031-044-2890	Eduardo J Saenz 1750 Nw 107 Avenue R202 Miami Fl 33172
1750 Nw 107 Avenue P506 30-3031-044-1400	Karen M D Moral 5900 SW 102 St Miami Fl 33156
1750 Nw 107 Avenue P707 30-3031-044-1500	Fernando Loret 10800 Nw 21st St Ste 150 Miami Fl 33172-2061
1750 Nw 107th Ave 30-3031-044-	Demola Loret Family Trust 10800 Nw 21st St Ste 150 Miami Fl 33172-2061
1750 Nw 107th Ave P702 30-3031-044- 1100	Franklin & Silvia Naranjo 5966 Nw 113th Pl Doral Fl 33178-2823
1750 Nw 107th Ave L-302 30-3031-044-	Elbano Mibelli 11276 Nw 54th Ter Doral Fl 33178-3813
1750 Nw 107th Ave L511 30-3031-044- 0840	Faustino B Marcos 1750 Nw 107 Avenue L511 Miami Fl 33172

1750 Nw 107th Ave M702 30-3031-044-2060	Angel Mora C/O Jose Fernandez 16043 SW 97 Terr Miami Fl 33196
1750 Nw 107th Ave M208 30-3031-044-2470	Patricia Wardrop 2447 Eagle Run Dr Weston Fl 33327-1424
1750 Nw 107th Ave 30-3031-044-2280	Abraham Gonzalez 6010 Nw 99th Ave Unit 117 Doral Fl 33178
1750 Nw 107th Ave M707 30-3031-044-2460	Martin & Jacqueline Lyn 1750 Nw 107 Avenue L605 Miami Fl 33172
1750 Nw 107th Ave WS600 30-3031-044- 1890	Ingrid B Lozano 10505 Sw 153rd Ct Apt 5 Miami Fl 33196-2724
1750 Nw 107th Ave 30-3031-044-1630	Carlo Clerico 4995 Nw 72nd Ave Ste 303 Miami Fl 33166-5643
1750 Nw 107th Ave p309 30-3031-044-1580 1	Julio Romero **RES FRAMECA E CALLE MUJICA** **SANTA CECILIA** **VALENCIA SPAIN**
1750 Nw 107th Ave R204 30-3031-044-3050	Yenny Sabogal 4995 Nw 72nd Ave Ste 303 Miami Fl 33166-5643
1750 Nw 107th Ave L308 30-3031-044- 0640	Everardo D Casta 4995 NW 72 AVE SUITE 303 MIAMI FL 33166-
1750 Nw 107th Ave 30-3031-044-2480	Leticia Castano 4995 Nw 72nd Ave Ste 303 Miami Fl 33166-5643
1750 Nw 107th Ave L312 30-3031-044-0860	Luigi Mazzone 4995 Nw 72nd Ave Ste 303 Miami Fl 33166-5643

1750 Nw 107th Ave L306 & R407 30-3031-044-0500 & 0310	Gig Realty Llc 1 Se 3rd Ave #2250 Miami Fl 33131-1705
1750 Nw 107th Ave M-610 30-3031-044- 2630	Julio Martins 1120 99th St #303 Bay Harbor Islands Fl 33154-1702
1750 Nw 107 Avenue P-403 30-3031-044-1150	Pablo J Escobar 1750 Nw 107 Avenue P-403 Miami Fl 33172
1750 Nw 107th Ave P214 30-3031-044- 1790	Francisco Silvosa 1750 Nw 107 Avenue P-403 Miami Fl 33172
1750 Nw 107th Ave L607 30-3031-044-0610	Luz A Jaramillo 10210 NE 12 St C306 Bellevue WA 98004
All other unsold units 1750 Nw 107th Ave 30-3031-044-	Ei At Doral Llc 2315 Nw 107th Ave Ste 52 # 1m17 Miami Fl 33172-2153

ALEMAN AT DOLPHIN CONDO
1701 NW 112th Ave, Miami, FL 33172

Unit 1 30-3031-045-0010	Rotunno Real Estate Holdings Inc. 2320 PONCE DE LEON BLVD CORAL GABLES FL 33134
Unit 2 30-3031-045-0020	MSV DOLPHIN INVESTS LLC C/O INTL PROPERTY GROUP 1701 NW 112 AVE STE 101 MIAMI FL 33172-
Unit 3 30-3031-045-0030	Rotunno & Rotunno Holdings Inc. 2320 PONCE DE LEON BLVD CORAL GABLES FL 33134

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Unit 4 30-3031-045-0040	MSV DOLPHIN INVESTS LLC C/O INTL PROPERTY GROUP 1701 NW 112 AVE STE 101 MIAMI FL 33172-
Unit 5 30-3031-045-0050	MY STAR INVEST CORP 13989 SW 17TH TERR MIAMI FL 33175
Unit 6 30-3031-045-0060	MY STAR INVEST CORP 13989 SW 17TH TERR MIAMI FL 33175
Unit 7 30-3031-045-0070	MSV DOLPHIN INVESTS LLC C/O INTL PROPERTY GROUP 1701 NW 112 AVE STE 101 MIAMI FL 33172-
Unit 8 30-3031-045-0080	MY STAR INVEST CORP 13989 SW 17TH TERR MIAMI FL 33175
Unit 9 30-3031-045-0090	MSV DOLPHIN INVESTS LLC C/O INTL PROPERTY GROUP 1701 NW 112 AVE STE 101 MIAMI FL 33172-
Unit 10 30-3031-045-0100	MSV DOLPHIN INVESTS LLC C/O INTL PROPERTY GROUP 1701 NW 112 AVE STE 101 MIAMI FL 33172-

DOLPHIN PARK OF COMMERCE II CONDO

11251 Nw 20th St various units 30-3031-046-00	Dpc Llc Ii 4651 Sheridan St #335 Hollywood Fl 33021-3400

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11251 Nw 20th St 107 30-3031-046-0070	Gemtco Corp 10530 NW 26 ST #F104 Miami Fl 33172
11251 Nw 20th St 114 30-3031-046-0140	High Property Group LLC 5333 NW 109 Ct Miami Fl 33128
11231 Nw 20th St 116 30-3031-046-0160	Leticia Castano 973 NW 123 Ct Miami FL 33182
11251 Nw 20th St 119 30-3031-046-0190	Ines Eleuteria LLC 11251 Nw 20th St #119 Miami Fl 33172-1857
11251 Nw 20th St 121 30-3031-046-0210	M & M Machinery & Parts 8341 NW 66 St Miami FL 33166
11231 Nw 20th St 122 30-3031-046-0220	Gbo Holdings Inc 11231 Nw 20th St #122 Miami Fl 33172-1857
11231 Nw 20th St 140, 125 30-3031-046-0400, 0250	Inedimatica USA Corp. 13020 Nw 9 Ln Miami Fl 33182
11231 Nw 20th St 135 30-3031-046-0350	Teodoro Pereira Payret 11231 Nw 20th St #135 Miami Fl 33172-1857
11231 Nw 20th St 128 30-3031-046-0280	Dolphin 128 LLC 1911 NW 150 Ave #201 Pembroke Pines FL 33028
11231 Nw 20th St 129 30-3031-046-0290	AGFN 2008 LLC 1200 Brickell Ave #860 Miami Fl 33131

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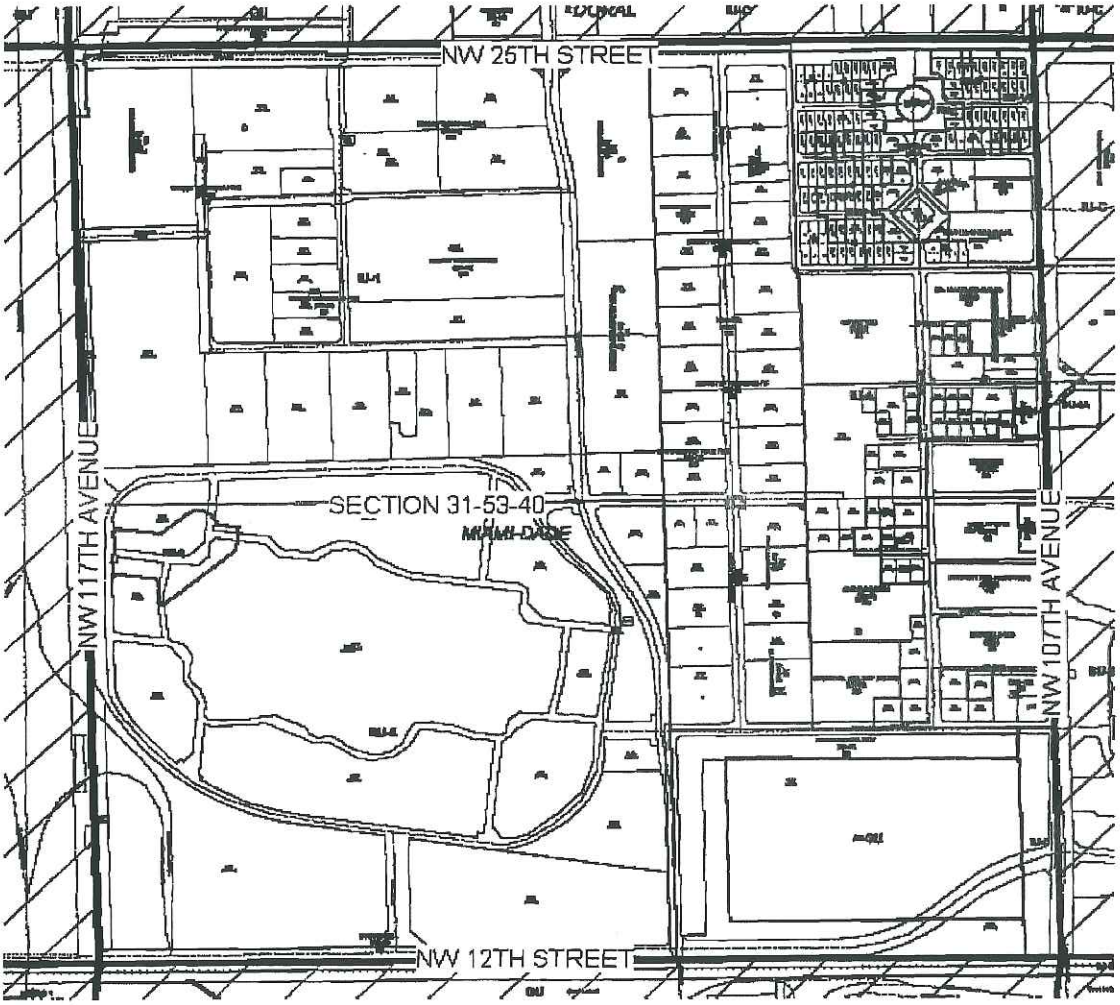
11231 Nw 20th St 132 30-3031-046-0320	Alba P Gomez & Jenny AGallardo 17145 N Bay Rd #4409 Sunny Isles FL 33160
11231 Nw 20th St 136 30-3031-046-0360	Doral Palm 304305 LLC 1200 Brickell Ave #860 Miami Fl 33131
11231 Nw 20th St 141 30-3031-046-0410	Leticia Castano 973 NW 123 Ct Miami FL 33182

MAP OF SECTION 31-53-40



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The Zoning
Specialists Group, Inc.

August 28, 2009

City of Doral
Zoning Department
8300 NW 53 Street, Suite 100
Doral, FL 33166

ORDER #90807

RE: Property Owners List within 600 feet of:

LEGAL DESCRIPTION:
Section 31, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.
PREPARED FOR: CITY OF DORAL
TOTAL NO. OF LABELS: 119

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 600 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

Jose F. Lopez, P.S.M. #3086

7900 NW 155th Street • Suite 104 • Miami Lakes, FL 33016
Phone: 305-828-1210 • Fax: 305-828-1974
E-mail: thezoningroup@bellsouth.net

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THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 600-FOOT RADIUS FROM THE FOLLOWING LEGALLY DESCRIBED PROPERTY:
LEGAL DESCRIPTION:
Section 31, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PREPARED FOR: CITY OF DORAL
DATED: August 28, 2009

LEGAL DESCRIPTION, PROPERTY ADDRESS & TAX FOLIO NUMBER	* OWNERS & MAILING ADDRESS
Coates Sub Pb 24-74	
Trs 1 Thru 32 S A L R/w Per Db 4357/101 30-3055-003-0011	Csx Transportation Inc 500 Water St Jacksonville Fl 32202-4423
Section 53-54 40	
A Strip 100ft X 5267.62ft Across Lot 6 Between Twp 53-54 Less Beg Nw Cor Of Gov Lot 6 Cont N 89 Deg E 822.07ft S 88 Deg W 353.73ft S 00 Deg E 5.00ft Swly Ad 131.02ft N 00 Deg W 5.00ft Swly Ad 222.42ft Wly Ad 77.67ft S 00 Deg E 10.21ft S 89 Deg W 39.23ft N 03 Deg E 26.18ft To Pob Fau 30-3056-000-0011	-same-
Port Of Govt Lot 6 Desc Beg 200.65fts & 1500.48ftw Of Ne Cor Of Govt Lot 6 Cont S215.35ft S 14 Deg W267.78ft S 30 Deg W 219.07ft S 77 Deg W205.09ft N706.94ft E381.48ft To Pob 1011 Nw 111th Ave 30-3056-000-0016	Tiitf & Dept Hwy & Safety 3900 Commonwealth Blvd Tallahassee Fl 32399-6575
Port Of Govt Lot 6 Desc Beg 100.65fts & 1500.48ftw Of Ne Cor Lot 6 Th S 00 Deg E 100ft S 89 Deg W 381.48ft S 00 Deg E 706.94ft S 77 Deg W 1217.02ft Nwly Ad 636.71ft N 54 Deg W 1368.33ft N 89 Deg E 3248.95ft To Pob 1000 Nw 111th Ave 30-3056-000-0017	Fund Ii 3900 Commonwealth Blvd Tallahassee Fl 32399-6575

Section 25-35-53

All Of Sec 25 Less N1/2 Of Ne1/4 & Less W1105ft Of S370ft Of Se1/4 & Less E420ft & Less N50ft In Nw1/4 & Less Beg 420ftw Of Ne Cor Of Se1/4 Of Ne1/4 Th S1122.18ft Nwly903.05ft N223.94ft E74.02ft To Pob For R/w & Less S36ft For Canal R/w In Se1/4 & E70ft Of Blks 1 & 8 & 9 & 16 Of Pb 27-33 & E70ft Of Blks 17 & 24 & 25 & 32 Of Pb 30-1 Less S70ft Of E70ft Blk 32 & Less Port Of Blk 32 In Rr R/w
2550 Nw 117th Ave
30-3925-000-0030

Florida Rock Industries Inc
Po Box 4667
Jacksonville Fl 32201-4667

Section 36-53-39

N1/4 Of N1/2 Of Ne1/4 Less Beg Ne Cor S330.04ft W420.04ft Nwly194.38ft W100.03ft N135.65ft E520.12ft To Pob & Less Port Lyg In Pb 162-52
30-3936-000-0011

Amb Codina Beacon Lakes Llc
2855 S Le Jeune Rd #4th
Coral Gables Fl 33134-6612

S1/2 Of S1/2 Of N1/2 Of Ne1/4 & N1/2 Of N1/2 Of Se1/4 Of Ne1/4 Less Beg 990.12fts Of Ne Cor Sec 36 Th W429.7ft S659.78ft E446.24 Ft N660.08ft To Pob Less Port Lyg In Lot 3 Blk 1 In Pb 167-010
30-3936-000-0012

Amb Codina Beacon Lakes Llc
2855 S Le Jeune Rd #4th
Coral Gables Fl 33134-6612

S1/2 Of N1/2 Of Se1/4 Of Ne1/4 Less Beg 660.08ftn Of Se Cor Of Ne1/4 W454.52ft N329.87ft
30-3936-000-0014

F05 1 Llc
Po Box 22577
Hialeah Fl 33002-2577

N1/2 Of S1/2 Of Se1/4 Of Ne1/4 Less Beg 330.04ft N Of Se Cor Of Ne1/4 W462.79ft N329.87ft E454.52ft S330.04ft To Pob For R/w
30-3936-000-0016

Aldo J & Adriana Busot
4840 Biltmore Dr
Coral Gables Fl 33146-1722

S1/2 Of S1/2 Of Se1/4 Of Ne1/4 Less Beg Se Cor Of Ne1/4 W471.06ft N329.88ft E462.79ft S330.04ft To Pob 30-3936-000-0017	Aleida D Rodriguez 3705 Blue Trace Ln Dallas Tx 75244-5408
N1/2 Of S1/2 Of N1/2 Of Ne1/4 Less Beg 330.04ft N Of Se Cor Of N1/2 Of Ne1/4 W429.71ft N329.93ft E422.59ft S330.04ft To Pob For R/w & Less Port Lyg In Pb 162-52 30-3936-000-0019	Amb Codina Beacon Lakes Llc 2855 S Le Jeune Rd #4th Coral Gables Fl 33134-6612
S1/2 Of N1/2 Of N1/2 Of Ne1/4 Less E420.04ft For R/w & Less Comm Ne Cor Of Sec Th S 89 Deg W 2404.12ft S 00 Deg E 610.61ft S 89 Deg W 30ft For Pob Th S 00 Deg E 36.37ft S 89 Deg W 50ft N 00 Deg W 50ft N89 Deg E 37.79ft S 42 Dege18.30ft To Pob & Less Port Lyg In Pb 162- 30-3936-000-0024	-same-
Tr A, B Pump Station 30-3936-000-0060, 0090 & 0100	Amb Codina Beacon Lakes Llc 355 Alhambra Cir Ste 900 Coral Gables Fl 33134-5006
Nw1/4 Of Nw1/4 Of Nw1/4 30-3936-000-0070	Beacon Lakes Cmnty Dev Distric 10300 Nw 11th Mnr Coral Springs Fl 33071-6530
Ne1/4 Of Se1/4 Less Beg Ne Cor Of Ne1/4 Of Se1/4 W471.06ft S1319.47ft E504.16ft N1320.09ft To Pob For R/w Less Port Of Sec Desc Comm At Se Cor Of Se1/4 Th N 01 Deg W 1320.13ft S 89 Deg W 504.16ft For Pob Cont S 89 Deg W 540.46ft Nely A/d 1068.69ft N 03 Deg E 330.69ft N 89 Deg E 152.66ft S 00 Deg E 1319.54ft To Pob 30-3936-000-0120	Amb Codina Beacon Lakes Llc 2855 S Le Jeune Rd #4th Coral Gables Fl 33134-6612

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Square I Business Center Condo I

Unit A-101 10640 Nw 27th St A-101 35-3029-057-0010	D & R Group Internatl Lc 1385 Coral Way Miami Fl 33145-2941
Unit B-101 10630 Nw 27th St B-101 35-3029-057-0020	Cano Sotolongo & Associates In 10630 Nw 27th St #b-101 Doral Fl 33172-2166
Unit C-101 10610 Nw 27th St C-101 35-3029-057-0030	A F P C Inc 10610 Nw 27th St #c-101 Doral Fl 33172-2166
Unit D-101 10620 Nw 27th St D-101 35-3029-057-0040	Palmat Intl Inc 10620 Nw 27th St #d-101 Doral Fl 33172-2166
Unit F-101 10580 Nw 27th St F-101 35-3029-057-0050	Doral Title Corp 10580 Nw 27th St #f-101 Doral Fl 33172-2107
Unit E-101 10590 Nw 27th St E-101 35-3029-057-0060	Antonio F & Sara Naranjo 10590 Nw 27th St #e101 Doral Fl 33172-2109
Unit E-102 10590 Nw 27th St E102 35-3029-057-0070	Antonio F & Sara Naranjo 10590 Nw 27th St #e101 Doral Fl 33172-2109
Unit E-103 10590 Nw 27th St E-103 35-3029-057-0080	B & G Investments Llc 10590 Nw 27th St #e-103 Doral Fl 33172-2109

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Unit E-104 10590 Nw 27th St E-104 35-3029-057-0090	B & G Investments Llc 10590 Nw 27th St #e-103 Doral Fl 33172-2109
Unit G101 10560 Nw 27th St G101 35-3029-057-0100	R S C Investments Inc 10560 Nw 27th St #g101 Doral Fl 33172-5928
Unit G102 10560 Nw 27th St G102 35-3029-057-0110	Rsc Investments Inc 10560 Nw 27th St #101 Doral Fl 33172-5928
Unit H101 10570 Nw 27th St H-101 35-3029-057-0120	Consul-tech & Gsac Corp 3141 Commerce Pkwy Miramar Fl 33025-3944
Unit H102 10570 Nw 27th St H102 35-3029-057-0130	Bellas Invest Llc 10750 Nw 27th St #h-102 Doral Fl 33172

Square 1 Business Center Condo Ii

Unit A-101 10500 Nw 26th St A101 35-3029-065-0010	Universal Merchant Services Co 10500 Nw 26th St #a101 Doral Fl 33172-2158
Unit A-102 10500 Nw 26th St A102 35-3029-065-0020	Maria A Luis 10500 Nw 26th St #a102 Doral Fl 33172-2158
Unit F-101 10530 Nw 26th St F101 35-3029-065-0030	Gerso Investment Llc 10530 Nw 26th St #f101 Doral Fl 33172-2159

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Unit F-102 10530 Nw 26th St 35-3029-065-0040	Enrique S & Silvia B Alard 8750 Sw 120th St Miami Fl 33176-5243
Unit F-103 10530 Nw 26th St F103 35-3029-065-0050	Anaco Dev Inc 10530 Nw 26th St #f103 Doral Fl 33172-2159
Unit F-104 10530 Nw 26th St F104 35-3029-065-0060	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit F-105 10530 Nw 26th St F105 35-3029-065-0070	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit F-106 10530 Nw 26th St F106 35-3029-065-0080	Jaime & Claudina Mansilla 10141 Costa Del Sol Blvd Doral Fl 33178-2387
Unit F-107 10530 Nw 26th St F107 35-3029-065-0090	Rita J Vazquez 683 Verona Ct Weston Fl 33326-3545
Unit F-201 10530 Nw 26th St F201 35-3029-065-0100	Terra Novus Enterprises Corp 10530 Nw 26th St #f201 Doral Fl 33172-5930
Unit F-202 10530 Nw 26th St F202 35-3029-065-0110	Edgar R Saavedra 2742 Biscayne Blvd Miami Fl 33137-4534
Unit F-203 10530 Nw 26th St F203 35-3029-065-0120	Edgar R Saavedra 2742 Biscayne Blvd Miami Fl 33137-4534

Unit E-101 10544 Nw 26th St E101 35-3029-065-0130	Travelmax Usa Corp 10544 Nw 26th St #e101 Doral Fl 33172-5939
Unit E-102 10544 Nw 26th St E102 35-3029-065-0140	Guillermo S Herrera 13927 Sw 14th St Miami Fl 33184-2706
Unit E-103 10544 Nw 26th St E103 35-3029-065-0150	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit E-104 10544 Nw 26th St E104 35-3029-065-0160	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit E-201 10544 Nw 26th St E201 35-3029-065-0170	Alamar Holdings Llc 10544 Nw 26th St #e201 Doral Fl 33172-2160
Unit E-202 10544 Nw 26th St E202 35-3029-065-0180	Four Oaks Llc 3723 Alcantara Ave Doral Fl 33178-2361
Unit E-203 10544 Nw 26th St E203 35-3029-065-0190	Four Oaks Llc 3723 Alcantara Ave Doral Fl 33178-2361
Unit E-204 10544 Nw 26th St E204 35-3029-065-0200	Jose Antonio Cabello 860 Nw 123rd Ct Miami Fl 33182-2416
Unit G-101 10540 Nw 26th St G101 35-3029-065-0210	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931

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Unit G-102 10540 Nw 26th St G102 35-3029-065-0220	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit G-103 10540 Nw 26th St G103 35-3029-065-0230	Ramon Llaurado 10540 Nw 26th St #g103 Doral Fl 33172-2162
Unit G-104 10540 Nw 26th St G104 35-3029-065-0240	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit G-105 10540 Nw 26th St G105 35-3029-065-0250	Carlos I & Elena Pereira 9723 Sw 142nd Pl Miami Fl 33186-1177
Unit G-106 10540 Nw 26th St G106 35-3029-065-0260	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit G-107 10540 Nw 26th St G107 35-3029-065-0270	Functional Foods Inc 10540 Nw 26th St #e-107 Doral Fl 33172-5932
Unit G-108 10540 Nw 26th St G108 35-3029-065-0280	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit G-109 10540 Nw 26th St G109 35-3029-065-0290	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit G-201 10540 Nw 26th St G201 35-3029-065-0300	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931

Unit G-202 10540 Nw 26th St G202 35-3029-065-0310	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Units G-203 thru G-305 10540 Nw 26th St G203 35-3029-065-0320 thru 0390	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit D-101 Bldg D 10556 Nw 26th St D101 35-3029-065-0400	Mwp Investments Llc 10556 Nw 26th St #d101 Doral Fl 33172-5943
Unit D-102 Bldg D 10556 Nw 26th St D102 35-3029-065-0401	Optimus Management Inc 10556 Nw 26th St #d101 Doral Fl 33172-5943
Unit D-201 Bldg D thru Unit D-203 Bldg D 10556 Nw 26th St D201 35-3029-065-0410 -0430	Dekle Realty L C 10556 Nw 26th St #d203 Doral Fl 33172-5931
Unit C-101 Bldg C 10520 Nw 26th St C101 35-3029-065-0440	99 Associates Inc 75 Gulfstream Rd #106b Dania Beach Fl 33004-3428
Unit C-201 Bldg C 10520 Nw 26th St C201 35-3029-065-0450	Asturias Realty Corp 10520 Nw 26th St #c201 Doral Fl 33172-2161

Priti Sub Pb 148-19

Tr A Less W20ft For R/w 2555 Nw 107th Ave 35-3029-090-0010	Nishas Trading L C 2555 Nw 107th Ave Doral Fl 33172-2124

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Section 30-53-40

N25ft Of S41ft Of E3/5 Of Sec 35-3030-000-0021	Colonial Bank N A 1 Commerce St Montgomery Al 36104-3510

Our Lady Of Mercy Cemetery Pb 93-34

Tract 'c' 11411 Nw 25th St 35-3030-001-0030 & 0010	Our Lady of Merce Cemetery 6301 Biscayne Blvd Miami Fl 33138-6284
Tract 'd' & Private Road Lyg W & Adj 11411 Nw 25th St 35-3030-001-0040	Coleman F Carroll 6301 Biscayne Blvd Miami Fl 33138-6284

Charter Tract Pb 127-4

Tr A 11100 Nw 27th St 35-3030-005-0010	School Development LLC C/O Doral Academy H S 6255 Bird Road Miami FL 33155

Carisam Sub Pb 143-49

Tr A 10900 Nw 27th St 35-3030-015-0010	Free Trade Zone Prop Holding C 7900 Red Rd #9 Miami Fl 33143

Cotos Sub Pb 146-26

Tr A 2520 Nw 112th Ave 35-3030-017-0010	Blue Dolphin Studios Inc 2520 Nw 112th Ave Doral Fl 33172-1803

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Commerce Park Of The Americas Sec 1 Pb 146-50

W157.46ft Of Tr A
10880 Nw 27th St 200
35-3030-018-0010

Acco Foreign Shipping Inc
10880 Nw 27th St #200
Doral Fl 33172-2120

Air & Port Intl Condo

Unit 1b
10830 Nw 27th St
35-3030-029-0010

Z-4 Inc
848 Brickell Ave
Miami Fl 33131-2949

Unit 2b
10832 Nw 27th St 2b
35-3030-029-0020

Lance O M Corp
10832 Nw 27th St #2b
Doral Fl 33172-5907

Unit 3b
10834 Nw 27th St
35-3030-029-0030

Leonard & Evelyn Booth
5831 Sw 90th Ct
Miami Fl 33173-1637

Unit 4b
10836 Nw 27th St 4b
35-3030-029-0040

Lamar Corp
10836 Nw 27th St #4b
Doral Fl 33172-5907

Unit 5b
10838 Nw 27th St B
35-3030-029-0050

Corales Llc
10838 Nw 27th St #b
Doral Fl 33172-5907

Unit 6b
10840 Nw 27th St
35-3030-029-0060

Sun-tech Plumbing Contractors
10840 Nw 27th St
Doral Fl 33172-5907

Unit 7b
10842 Nw 27th St 7b
35-3030-029-0070

Picanes Enterprises Corp
10842 Nw 27th St #7b
Doral Fl 33172-5907

Unit 1a 10850 Nw 27th St 35-3030-029-0080	Jordan Cab Co Llc, The 10850 Nw 27th St Doral Fl 33172-5906
Unit 2a 10852 Nw 27th St 35-3030-029-0090	Alexis Garcia 10852 Nw 27th St Doral Fl 33172-5906
Unit 3a 10854 Nw 27th St 35-3030-029-0100	Palmetto Trading Corp 10854 Nw 27th St Doral Fl 33172-5906
Unit 4a 10856 Nw 27th St 4a 35-3030-029-0110	Eulos Inc 10856 Nw 27th St #4a Doral Fl 33172-5906
Unit 5a 10858 Nw 27th St 35-3030-029-0120	Terranostra Corp 10858 Nw 27th St Doral Fl 33172-5906
Unit 6a 10860 Nw 27th St 6-a 35-3030-029-0130	Benard Industries Inc 10860 Nw 27th St #6-a Doral Fl 33172-5906
Unit 7a 10862 Nw 27th St 35-3030-029-0140	Doral Medical Depot Llc 421 Nw 136th Ave Miami Fl 33182-1953

Ftz Sub Pb 153-35

Tr A 35-3030-034-0010	Hague Inc Harold M Rifas 7900 Red Rd #9 South Miami Fl 33143

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Tr B 2680 Nw 107th Ave 35-3030-034-0020	Bank Of America Nc1-001-03-81 101 N Tryon St Charlotte Nc 28246-0100
Tr C 2500 Nw 107th Ave 35-3030-034-0030	Colonial Bnk N A Cbiz Property Tax Sulutions 4287 Belt Line Rd #pmb360 Addison Tx 75001-4510

Pot Company Sub Replat Pb 160-51

Tract B 2601 Nw 112th Ave 35-3030-042-0010	School Development Llc Ii 6255 Bird Rd Miami Fl 33155-4883
Tract C 35-3030-042-0020	Mrt Invest At Dolphin Llc 1500 Bay Rd #140s Miami Beach Fl 33139-3252

Tradegate Park Condo

Unit 2600 2600 Nw 112th Ave 2600 35-3030-043-0010	R E K Holdings Corp 2600 Nw 112th Ave #2600 Doral Fl 33172-1818
Unit 2606 2606 Nw 112th Ave 2606 35-3030-043-0020	Campanicos Investments Llc 2606 Nw 112th Ave #2606 Doral Fl 33172-1818
Unit 2612 2612 Nw 112th Ave 2612 35-3030-043-0030	Age Holdings Llc 5171 Nw 106th Ave Doral Fl 33178-3214

Unit 2618 2618 Nw 112th Ave 2618 35-3030-043-0040	2618 Nw 112 Avenue Llc 2618 Nw 112th Ave Doral Fl 33172-1818
Unit 2624 2624 Nw 112th Ave 2624 35-3030-043-0050	La Villa Trading Grp Inc 372 La Villa Dr Miami Springs Fl 33166-6024
Unit 2630 thru 2642 2630 Nw 112th Ave 2630 35-3030-043-0060 thru -0080	Saez Investment Inc 2630 Nw 112th Ave Doral Fl 33172-1818
Unit 2648 2648 Nw 112th Ave 2648 35-3030-043-0090	G A M G Inc 2648 Nw 112th Ave Doral Fl 33172-1818
Unit 2654 2654 Nw 112th Ave 2654 35-3030-043-0100	Aquadepot Inc 2654 Nw 112th Ave Doral Fl 33172-1818
Unit 2660 thru 2672 2660 Nw 112th Ave 2660 35-3030-043-0110 thru-0130	Abington Llc 2660 Nw 112th Ave Doral Fl 33172-1818
Unit 2678 thru 2690 2678 Nw 112th Ave 2678 35-3030-043-0140 thru -0160	Saez Investment Inc 5541 Nw 74th Ave Miami Fl 33166-4211

Tradezone Distribution Ctr Condo

Unit 2700 Bldg A 2700 Nw 112th Ave 2700 35-3030-045-0010	Valeska & Javier Rodrguez 2700 Nw 112th Ave #2700 Doral Fl 33172-1805

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Unit 2702 Bldg A 2700 Nw 112th Ave 2702 35-3030-045-0020	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2704 Bldg A thru Unit 2708 Bldg A 2704 Nw 112th Ave 2704 35-3030-045-0030 thru 0050	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2710 Bldg A 2710 Nw 112th Ave 2710 35-3030-045-0060	Parlaps Llc 2710 Nw 112th Ave #2710 Doral Fl 33172-1805
Unit 2712 Bldg A 2712 Nw 112th Ave 2712 35-3030-045-0070	Parlaps Llc 2712 Nw 112th Ave #2712 Doral Fl 33172-1805
Unit 2714 Bldg A 2714 Nw 112th Ave 2714 35-3030-045-0080	Pun Llc 2714 Nw 112th Ave #2714 Doral Fl 33172-1805
Unit 2716 Bldg A 2716 Nw 112th Ave 2716 35-3030-045-0090	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2718 Bldg A 2718 Nw 112th Ave 2718 35-3030-045-0100	Aquadepot Inc 2645 Nw 112th Ave Doral Fl 33172
Unit 2740 Bldg B 2740 Nw 112th Ave 2740 35-3030-045-0110	Manrique Miami Invest Inc 2740 Nw 112th Ave #2740 Doral Fl 33172-1805
Unit 2742 Bldg B 2742 Nw 112th Ave 2742 35-3030-045-0120	Manrique Miami Invest Inc 2740 Nw 112th Ave #2742 Doral Fl 33172-1805

Unit 2744 Bldg B 2744 Nw 112th Ave 2744 35-3030-045-0130	Manrique Miami Investment Inc 2740 Nw 112th Ave Doral Fl 33172-1805
Unit 2746 Bldg B 2746 Nw 112th Ave 2746 35-3030-045-0140	Dbigkey Holdings Llc 2746 Nw 112th Ave Doral Fl 33172-1805
Unit 2748 Bldg B 2748 Nw 112th Ave 2748 35-3030-045-0150	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2750 Bldg B 2750 Nw 112th Ave 2750 35-3030-045-0160	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2754 Bldg B 2754 Nw 112th Ave 2754 35-3030-045-0170	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2756 Bldg B 2756 Nw 112th Ave 2756 35-3030-045-0180	Tz Holdings Llc 10850 Nw 21st St #230 Miami Fl 33172-2063
Unit 2758 Bldg B 2758 Nw 112th Ave 2758 35-3030-045-0190	Khm Investments Corp 2758 Nw 112th Ave Doral Fl 33172-1811
Unit 2760 Bldg B 2760 Nw 112th Ave 2760 35-3030-045-0200	On Air Investments Corp 2760 Nw 112th Ave Doral Fl 33172-1811
Unit 2762 Bldg B 2762 Nw 112th Ave 2762 35-3030-045-0210	Cargoland Air & Ocean Cargo In 2762 Nw 112th Ave #2762 Doral Fl 33172-1811

Unit 2764 Bldg B 2764 Nw 112th Ave 2764 35-3030-045-0220	Cargoland Air & Ocean Cargo In 2762 Nw 112th Ave #2762 Doral Fl 33172-1811
Unit 2800 Bldg C 2800 Nw 112th Ave 2800 35-3030-045-0230	Victor La Madrid 2800 Nw 112th Ave Doral Fl 33172-1809
Unit 2802 Bldg C 2802 Nw 112th Ave 2802 35-3030-045-0240	Harvest Intl Investments Llc 3450 Nw 114th Ave Doral Fl 33178-1840
Unit 2804 Bldg C 2804 Nw 112th Ave 2804 35-3030-045-0250	Harvest Intl Invest Llc 3450 Nw 114th Ave Doral Fl 33178-1840
Unit 2806 Bldg C 2806 Nw 112th Ave 2806 35-3030-045-0260	Pedro Delcorto 2806 Nw 112th Ave Doral Fl 33172-1809
Unit 2808 Bldg C 2808 Nw 112th Ave 2808 35-3030-045-0270	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809
Unit 2810 Bldg C 2810 Nw 112th Ave 2810 35-3030-045-0280	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809
Unit 2812 Bldg C 2812 Nw 112th Ave 2812 35-3030-045-0290	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809
Unit 2814 Bldg C 2814 Nw 112th Ave 2814 35-3030-045-0300	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809

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Unit 2816 Bldg C 2816 Nw 112th Ave 2816 35-3030-045-0310	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809
Unit 2818 Bldg C 2818 Nw 112th Ave 2818 35-3030-045-0320	Bb Warehouses Corp 2808 Nw 112th Ave #2808 Doral Fl 33172-1809

Section 32-53-40

N40ft Of Nw1/4 & N40ft Of Nw1/4 Of Nw1/4 Of Ne1/4 & N40ft Of W1/2 Of Ne1/4 Of Nw1/4 Of Ne1/4 For Dade County Can R/w 35-3032-000-0051	Miami-dade County Derm 111 Nw 1st St #1610 Miami Fl 33128-1924

Miami International Mall Prop Pb 117-84

Tract A Less Following Folios 30-3032-008-0011 & 0040 & 0050 & 0060 & 0070 & 0080 & 0090 & 0100 & 0101 & 0120 & 0121 & 0130 & 0140 & Less Beg 240.81ftn Of Se Cor Of Tr C Cont N 02 Deg W 243.83ft S 64 Deg W 497.70ft S 34 Deg E 44.56ft N 89 Deg E 434.74ft To Pob & Less Port Comm Se Cor Of Sw1/4 Of Sec Th S 89 Deg W 118.68ft N 01 Deg W 80.01ft N 01 Deg W 481.55ft For Pob Th W273ft S 64 Deg W 497.70ft N 34 Deg W 151.31ft N 45 Deg E 190.52ft Swly Ad 60.36ftn 69 Deg E 360.94ft Nely Ad 245.30ft S 90 Deg E 84.73ft S 01 Deg E 358.49ft To Pob 1275 Nw 107th Ave 35-3032-008-0010	West Dade County Associates Po Box 6120 Indianapolis In 46206-6120
Tr B Less Beg 339.67ftn & 93.54fte Of Sw Cor Of Sec Th E240.07ft N184.77ft To Swly R/w/l Of Nw 12 St Nwly200.10ft S 43 Deg W 60.86ft Sly168.23ft To Pob & Less Beg Sw Cor Of Tr B Th N340.04ft E240.07ft N184.76ftto Sly R/w/l Of Nw 12 St Sely Ad 176.93ft S464.80ft W425.18ft To Pob Or 20164-3310 0102 5 10500 Nw 12th St 35-3032-008-0020	Miami International 2900 Nw 36th St Miami Fl 33142-5156

Port Of Tr B Desc Beg 339.67ftn & 93.54fte Of Sw Cor Of Sec Th E240.07ft Nly184.77ft To Swly R/w/l Of Nw 12 St Nwly200.10ft S 43 Deg W 60.86ft Sly168.23ft To Pob
10690 Nw 12th St St
35-3032-008-0021

Florida Portfolio Llc Iv
303 Peachtree Center Ave Ne #670
Atlanta Ga 30303-1295

Port Of Tr B Desc Beg Sw Cor Of Tr B Th N340.04ft E240.07ft N184.76ft To Sly R/w/l Of Nw 12 St Sely Ad 176.96ft S464.80ft W425.18ft To Pob
10688 Nw 12th St
35-3032-008-0022

Finkel & Disanto
301 Metro Center Blvd #300
Warwick Ri 02886-1757

Port Of Tr A Desc Comm At Sw Cor Of Sec N 01 Deg W 1274.13ft N 88 Deg E 314.64ft Sely Ad 264.30ft S 45 Deg E 62.43ft For Pob Th N 45 Deg E 410.62ft N 90 Deg E 178.94ft S 00 Deg W 64.37ft S 45 Deg E 205.95ft S 45 Deg W 314ft S 45 Deg E 43ft S 45 Deg W 118.14ft Nwly Ad 57.89ft N 60 Deg W 156.67ft Nly & Ely Ad 67.02ft N 45 Deg W 146.50ft To Pob
35-3032-008-0041

Burdines Inc
7 W 7th St
Cincinnati Oh 45202-2424

Port Of Tr A Desc Beg 46.51fts & 1228.85fte Of Nw Cor Of Sec 32 Cont E280ft Sely Ad 247.40ft S 45 Deg E 297.19ft S 45 Deg W 426.52ft W472.87ft S 45 Deg W 171.25ft N 45 Deg W 413.50ft S 45 Deg W 16ft N 45 Deg W 60.63ft N 45 Deg E 342.12ft N 38 Deg E 75.89ft Nely Ad 267.04ft To Pob
1625 Nw 107th Ave
35-3032-008-0050

Sears Roebuck & Co
3333 Beverly Rd
Hoffman Estates Il 60179

Port Of Tr A Desc Beg 1274.13ftn & 314.64fte Of Sw Cor Of Sec 32 Th N438.51ft Nely Ad 259.97ft N 45 Deg E 102.22ft S 45 Deg E 231.63ft N 45 Deg E 31.50ft S 45 Deg E 265.98ft E84.63ft S407ft W194.94ft S 45 Deg W410.62ft N 45 Deg W 62.43ft Nwly & Nly Ad 264.30ft To Pob
1405 Nw 107th Ave
35-3032-008-0060

Federated Dept Stores Inc
7 W 7th St
Cincinnati Oh 45202-2424

Port Of Tr A Desc Beg 2486.74ftn & 89.03fte Of Sw Cor Of Sec Th N 43 Deg E104.65ft Ely115.08ft S 80 Deg E102.84ft S 56 Deg E 102.84ft S 45 Deg E293.65ft S15ft S 45 Deg W459.09ft N 63 Deg W68.58ft N 77 Deg W87.18ft Wly22.04ft N 46 Deg W104.65ft N420.80ft To Pob 1645 Nw 107th Ave 35-3032-008-0110	2005 Re I Llc Toys R Us 1 Geoffrey Way Wayne Nj 07470-2035
Port Of Tract A Comm N 01 Deg W 838.73ft & N 88 Deg E 89 Ft Of Sw Cor Of Sec For Pob Th S 89 Deg E 114.77ft S 44 Deg E 37.51ft N 89 Deg E 113.31ft N 45 Deg E 138.93ft S 45 Deg E 127.81ft S 60 Deg E 55.10ft S 30deg W 36.07ft S 45 Deg W 200.89ft S 16 Deg W 28.42ft Wly Ad 280.75ft N 43 Deg W 59.27ft Nwly Ad 3.96ft N 01 Deg W 161.11ft To Pob 10613 Nw 12th St 35-3032-008-0115	Rodri Corporation 1143 W Flagler St Miami Fl 33130-1033
Port Of Tr A Comm N 01 Deg W 1031.10ft & N 88 Deg E 88.99ft Of Sw Cor Of Sec For Pob Th N 01 Deg W 170.90ft N 43 Deg E 104.67ft N 88 Deg E 77.20ft S 13 Deg E 130.75ft S 24 Deg E 73.60ft S 34 Deg E 33.61ft S 56 Deg W 48.11ft N 90 Deg W 182.03ft To Pob 10633 Nw 12th St 35-3032-008-0120	Florida Retail Properties Inc 1719 Cypress Row Dr West Palm Beach Fl 33411
Port Of Tr A Desc Beg 1031.10ftn & 88.99fte Of Sw Cor Of Sec Cont E182.03ft N 55 Deg E 48.11ft S 34 Deg E 40.01ft S 45 Deg E 161.73ft S 45 Deg W 138.86ft W113.31ft N 44 Deg W 37.51ft W114.77ft N 192.37ft To Pob 10623 Nw 12th St 35-3032-008-0121	Lois Realty Corp 11540 E Us Highway 92 Seffner Fl 33584-7346
Port Of Tract A Comm N 01 Deg W 506.40ft & N 88 Deg E 580.07ft Of Sw Cor Of Sec For Pob Th Nwly Ad 191.29ft N 16 Deg E 28.42ft N 45 Deg E 200.89ft N 30 Deg E 36ft S 60 Deg E 180.30ft S 45 Deg E 70.85ft S 00 Deg14.14ft S 45 Deg W 113.60ft S 34 Deg W 20ft S 79 Deg W 106.89ft To Pob 10603 Nw 12th St 35-3032-008-0125	Florida Retail Properties Inc 1719 Cypress Row Dr West Palm Beach Fl 33411-5109

Port Of Tr A Desc Beg 2644.15ftn & 443.71fte Of Sw Cor Of Sec Cont E309.91ft S298.653ft W15ft N 45 Deg W 419.65ft To Pob
1685 Nw 107th Ave
35-3032-008-0130

Bfs Retail & Commer Oper Llc
333 E Lake St
Bloomingdale Il 60108-1196

Miami International Corporate Pb 125-57

Center Sec 1 Tract A
2001 Nw 107th Ave
35-3032-010-0010

2001 Nw 107th Avenue Llc
5301 Wisconsin Ave Nw #510
Washington Dc 20015-2060

Center Sec 1 Tract C
35-3032-010-0030

International Place Assoc Ltd
10165 Nw 19th St
Doral Fl 33172-2529

International Corp Park Sec 3 Pb 149-93

Lot 1 Blk 4
10651 Nw 19th St
35-3032-022-0010

Hlt Llc
9600 Nw 25th St
Doral Fl 33172-1416

Port Of Lot 1 Blk 5 Desc Beg 404.01ftn Of Sw Cor Of Lot 1 Cont N 01 Deg W 139.06ft N 43 Deg E 104.79ft N 89 Deg E 144.22ft S 00 Deg E 214ft S 89 Deg W 214.10ft To Pobper W/p 20121
10600 Nw 19th St
35-3032-022-0050

Elston & Lajolla Llc
Inland Western Real Estate
Po Box 9273
Oak Brook Il 60522-9273

Lot 1 & W138.21ft Of Lot 2 Less Beg 404.01ftn Of Sw Cor Of Lot 1 Cont N 01 Deg W 139.06ft N 43 Deg E 104.79ft N 89 Deg E 144.22ft S 00 Deg E 214ft S 89 Deg W 214.10ft To Pob Blk 5w/p 20121 Per Unity Of Title
10600 Nw 19th St
35-3032-022-0060

Elston & Lajolla Llc
Inland Western Real Estate
Po Box 9273
Oak Brook Il 60522-9273

Lot Tr Blk C 35-3032-022-0100	Elston & Lajolla Llc 5374 N Elston Ave Chicago Il 60630-1636

Miami Free Zone Center Pb 164-076

Tract A 2305 Nw 107th Ave 35-3032-036-0010	Cv Miami Llc 17 State St #9 New York Ny 10004
Tract B 10680 Nw 25th St 35-3032-036-0020	Cv Miami Llc 17 State St #9 New York Ny 10004

190

Location Aerial

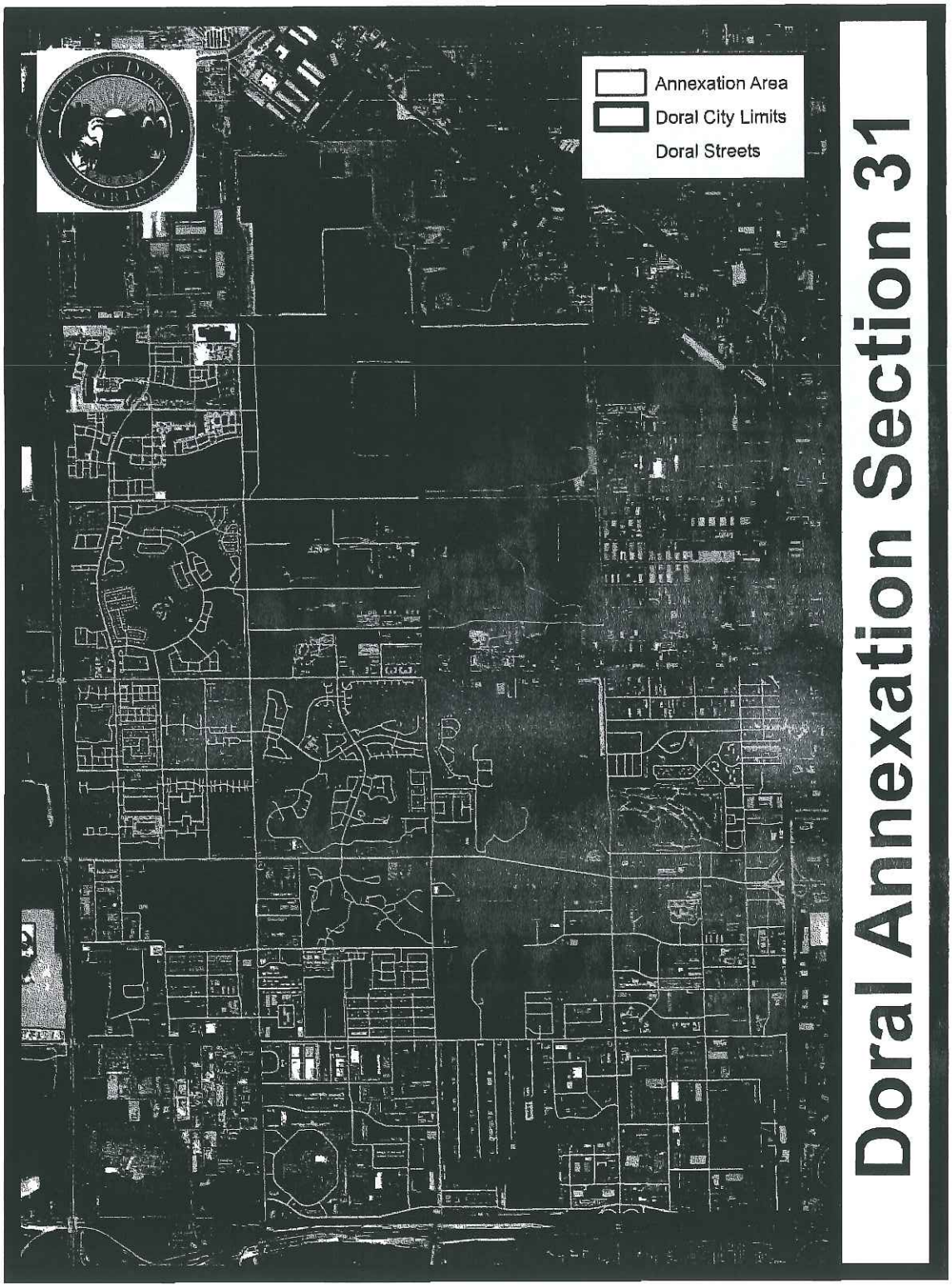
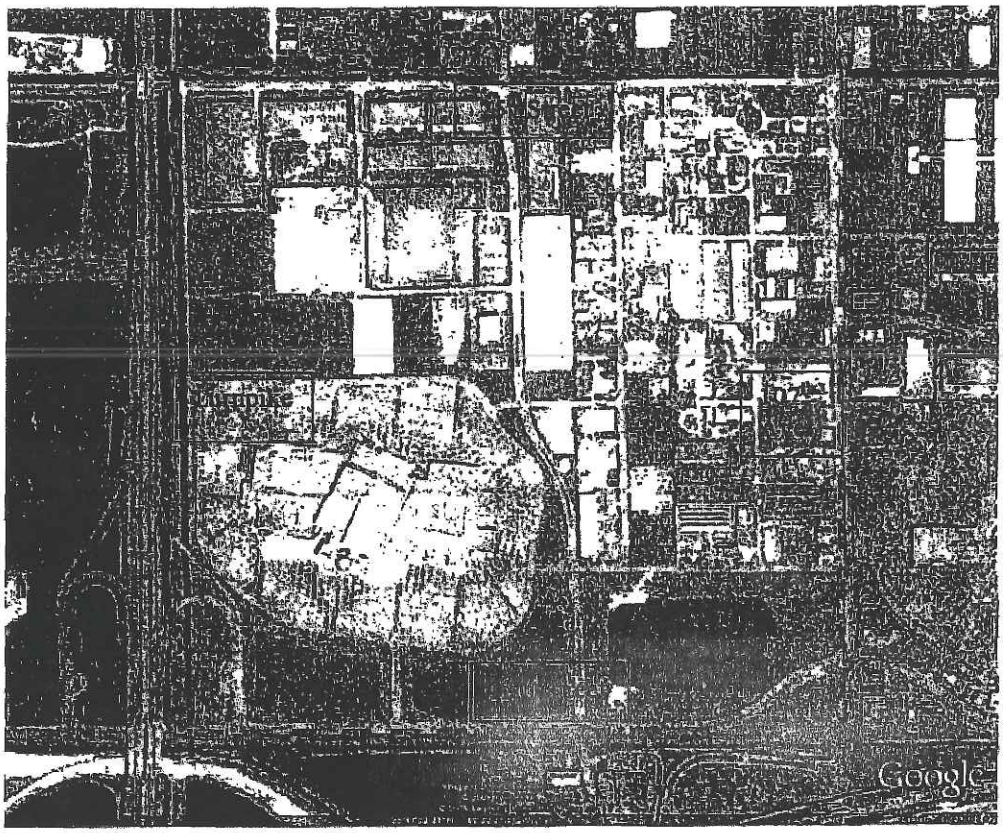


EXHIBIT A

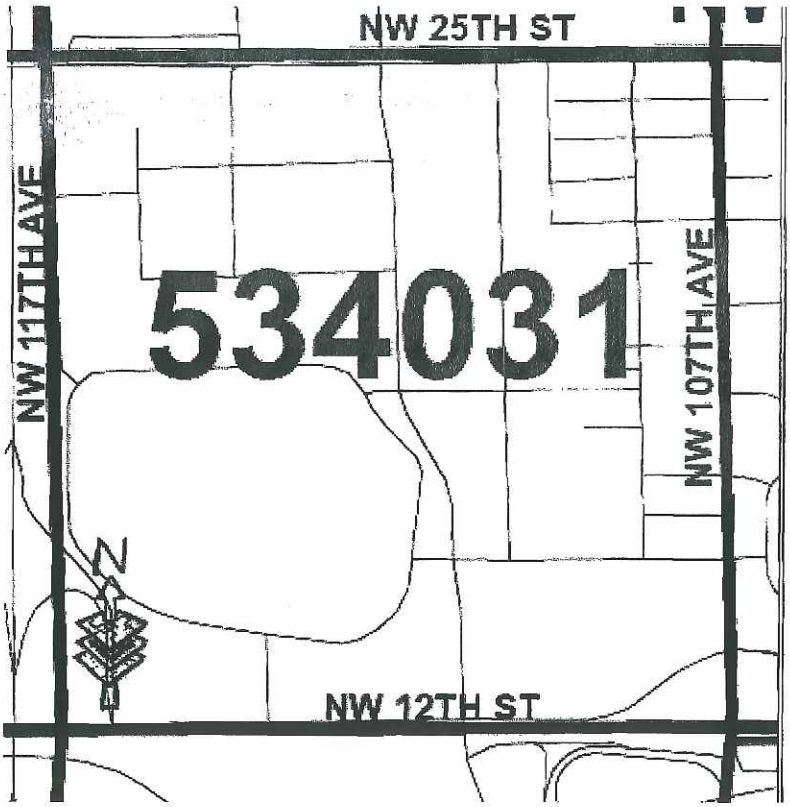


Public Hearing Notice

CITY OF DORAL

NOTICE OF PUBLIC HEARING

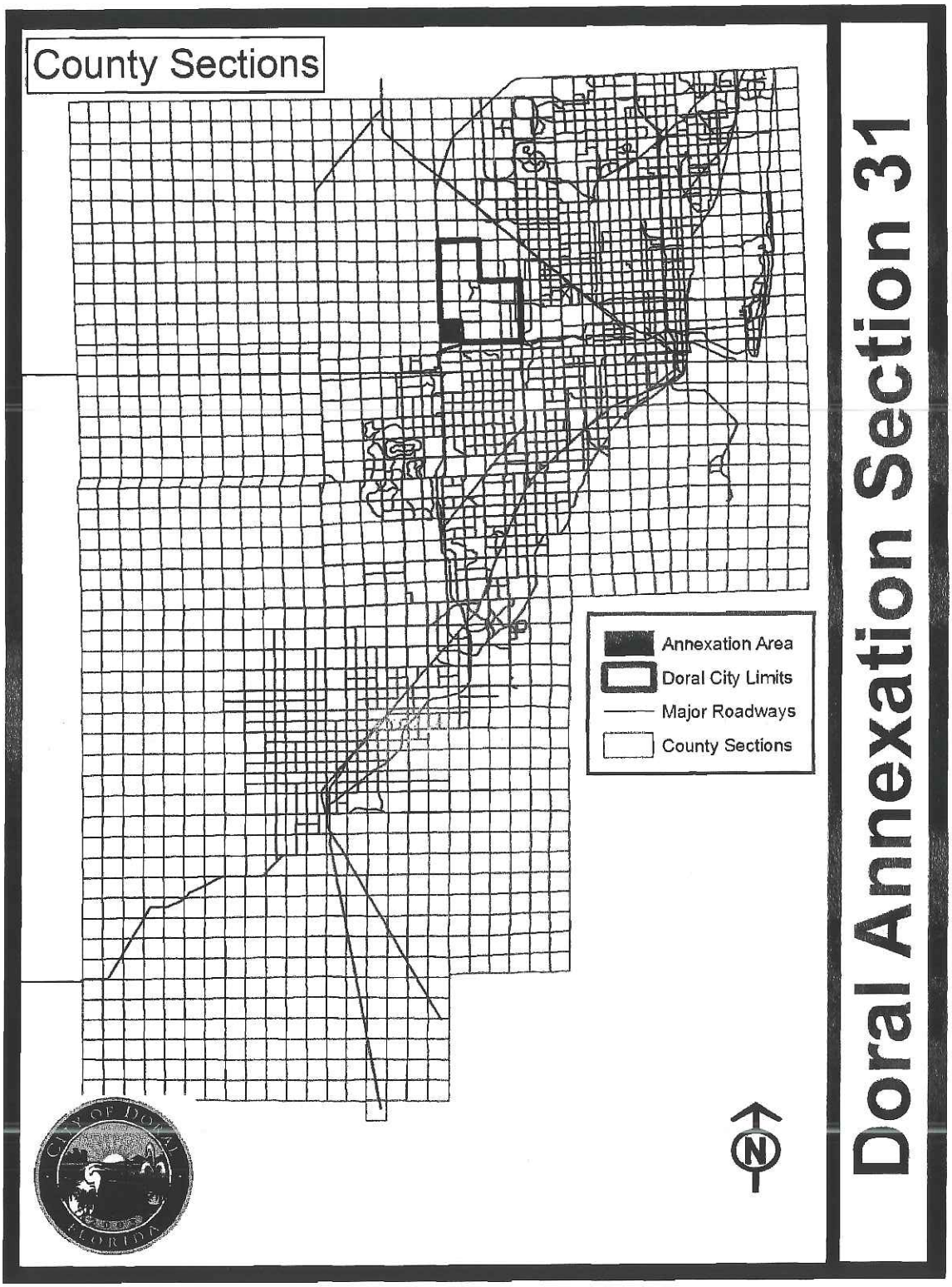
NOTICE IS HEREBY GIVEN that on **Wednesday, September 9, 2009,** the City Council of Doral will hold a Public Hearing at **1:00 P.M.** at the **City of Doral, City Hall, Council Chambers located at 8300 N.W. 53rd Street, Suite 100, Doral, FL.**, pursuant to the Miami-Dade County Charter Section 5.04 and the Miami-Dade County Ordinances, Section 20-3, to consider annexation and enactment of a Resolution concerning the annexation of certain land depicted in the following map. All interested parties are urged to attend the meeting and be heard.



Legal Description: All of Section 31, Township 53 South, Range 40 in Miami-Dade County, Florida.

Information relating the subject application is on file and may be examined in the City of Doral, Planning and Zoning Department Located at 8300 NW 53rd Street, Suite 200, Doral, Florida. All persons are invited to appear

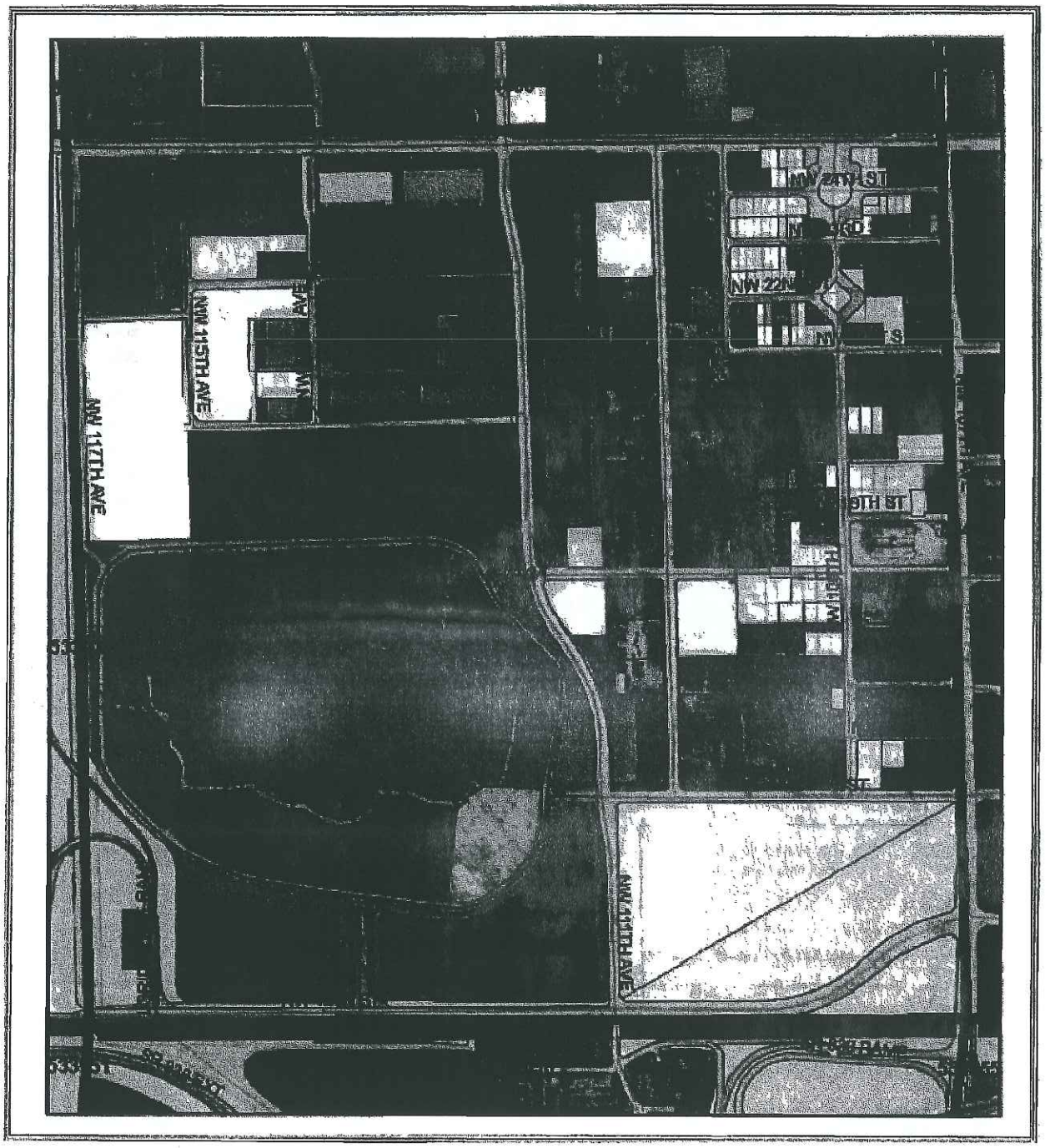
Map and Legal Description



All of Section 31, Township 53, Range 40

Totaling **639.2 Acres**

CITY OF DORAL ANNEXATION AREA



Legend

- SINGLE FAMILY
- TWO-FAMILY DUPLEXES
- MOBILE HOME PARKS
- TOWNHOUSES
- LOW DENSITY MULTI-FAMILY
- HIGH DENSITY MULTI-FAMILY
- TRANSIENT-RESIDENTIAL (HOTEL, MOTEL)
- COMMERCIAL SHOPPING CENTERS, STADIUMS
- OFFICE
- INSTITUTIONAL
- INDUSTRIAL EXTRACTION
- INDUSTRIAL
- AIRPORTS, PORTS
- COMMUNICATIONS, UTILITIES, TERMINALS
- STREETS, ROADS, EXPRESSWAYS, RAMPS
- STREETS, EXPRESSWAYS, RAW
- AGRICULTURE
- PARKS, PRESERVES, CONSERVATION AREAS
- WATER CONSERVATION AREAS
- VACANT, GOVERNMENT OWNED
- VACANT, PROTECTED, PRIVATELY OWNED
- VACANT, UNPROTECTED
- HUMMOCKS
- OPEN, NATURAL

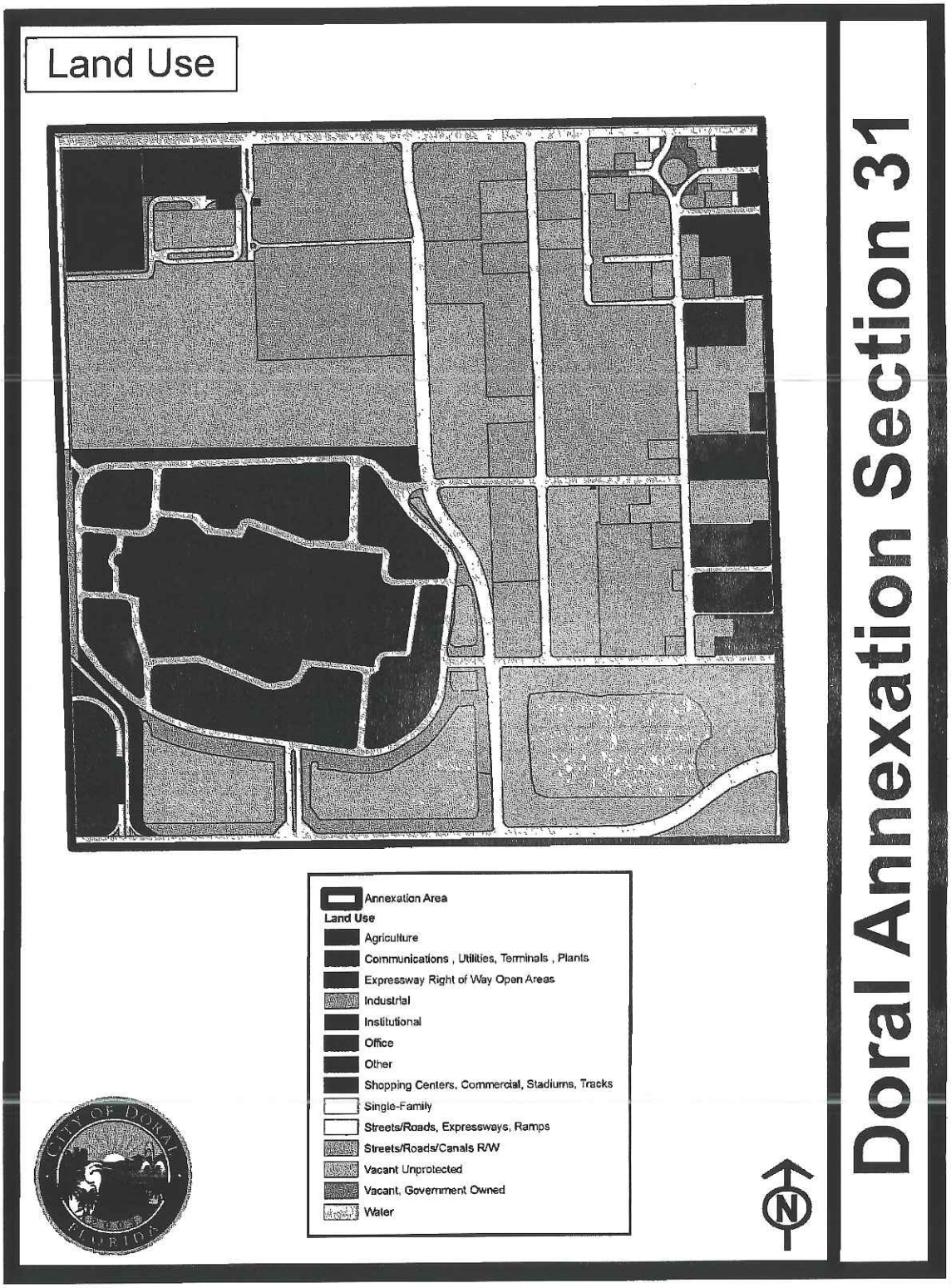
N

0 0.05 0.1 0.2 0.3 0.4 Miles

MIAMI-DADE COUNTY

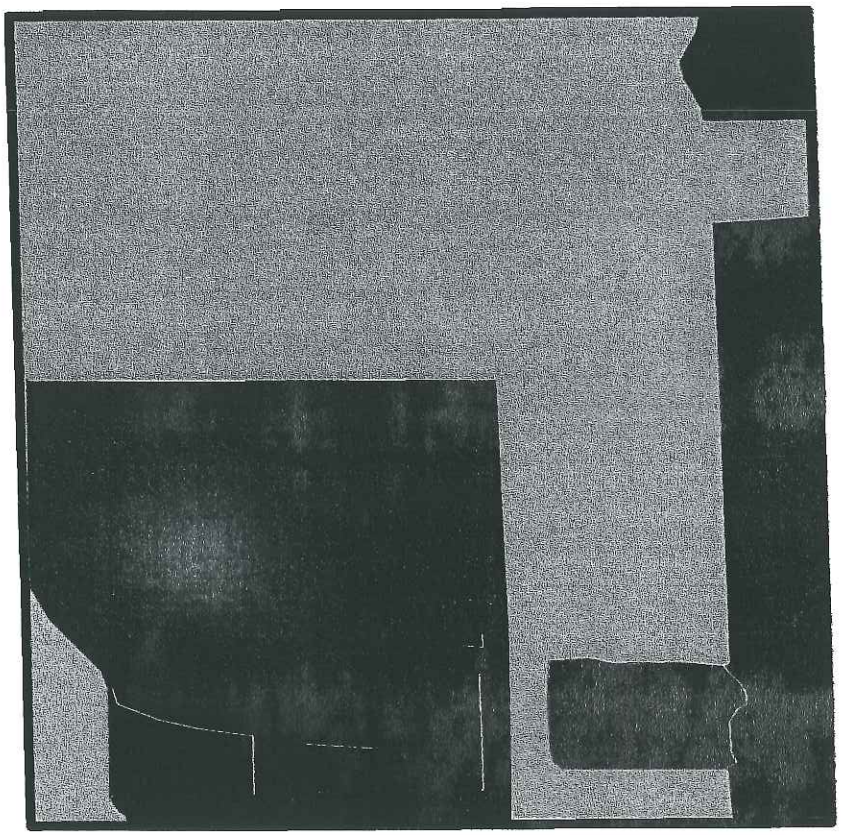
Miami Dade County
Department of Planning and Zoning
Research Section

Existing Land Use Map - 2009



Doral Annexation Section 31

Future Land Use



Annexation Area

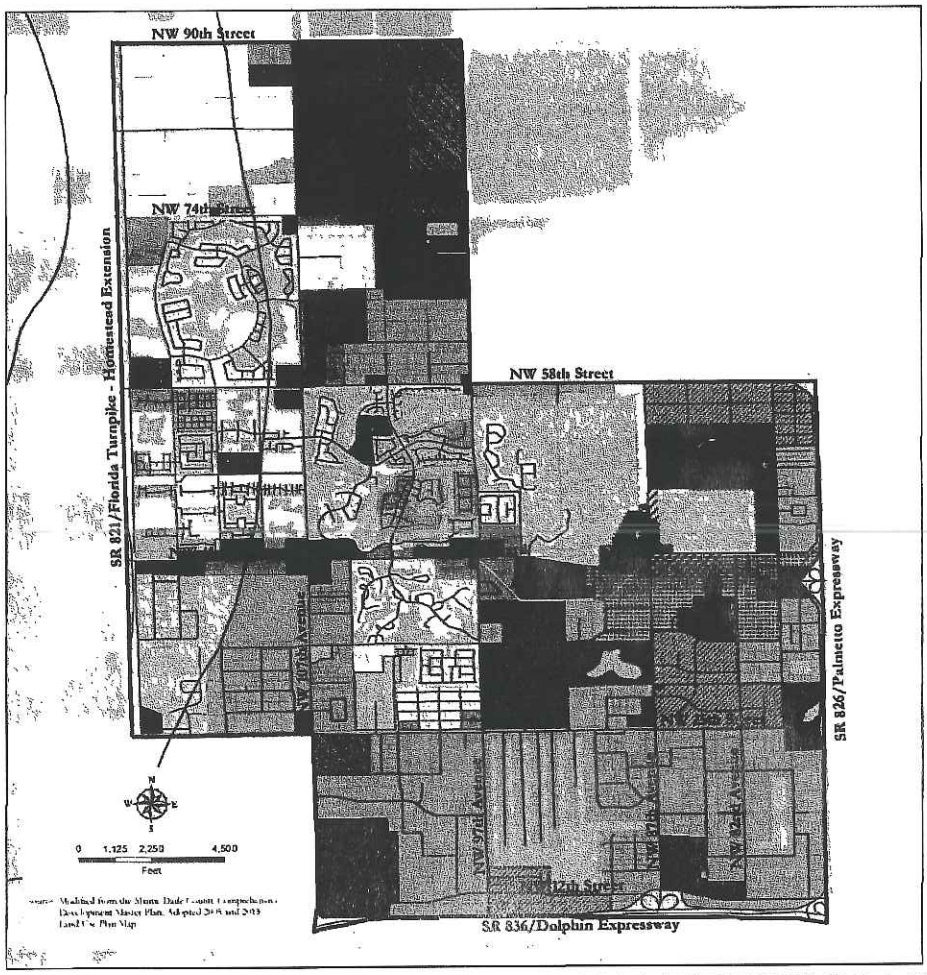
Future Land Use

Transportation

Water

Business and Office

Industrial and Office



Comprehensive Plan
Future Land Use Map

Exhibit 1

Legend

Land Use Categories

- Estate Density Residential (up to 6 D.U. per Gross Acre)
- Low Density Residential (up to 10 D.U. per Gross Acre)
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- Restricted Industrial
- Institutional and Public Facility
- Public Parks and Recreation
- Private Parks and Open Space
- Environmentally Protected Parks

Other Features

- Downtown Mixed Use Opportunity Area
- Community Mixed Use Opportunity Area
- Urban Central Business District (UCBD) designation
- Proposed Activity Center (A.C.) designation
- Expressway Rights-of-Way
- Water Bodies
- Northwest Wellfield Protection Area
- Doral City Limit

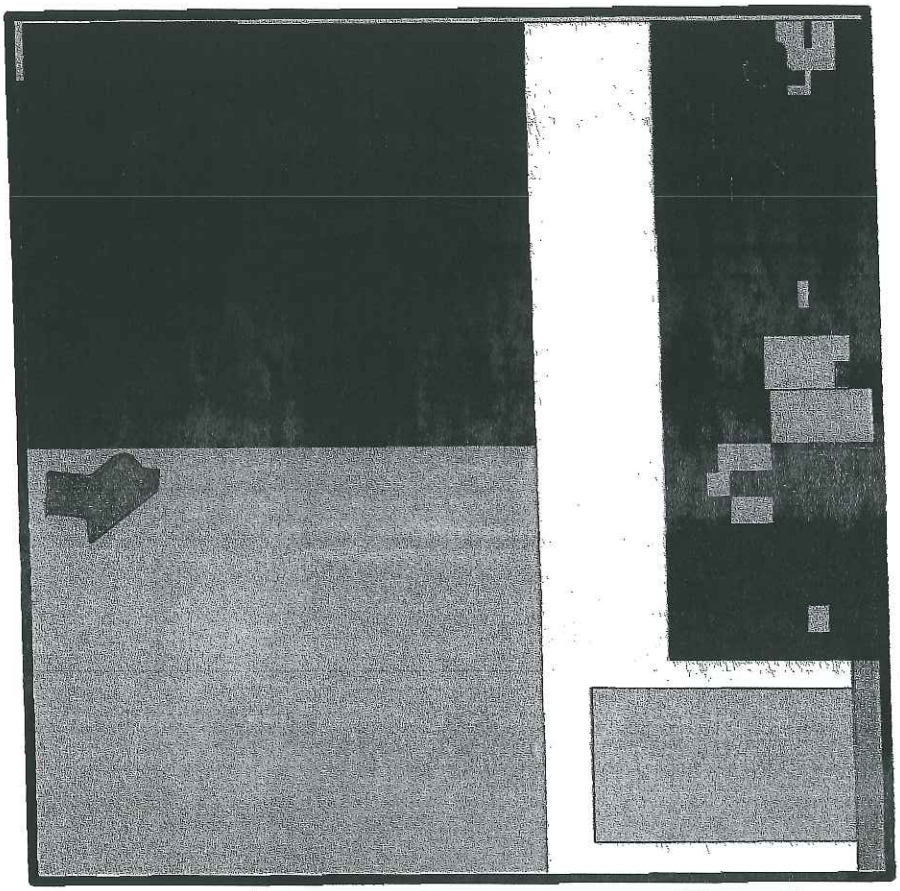
Notes:
1) [illegible]

Kimley-Horn and Associates, Inc.

Adopted April 26, 2006

Doral Annexation Section 31

Zoning

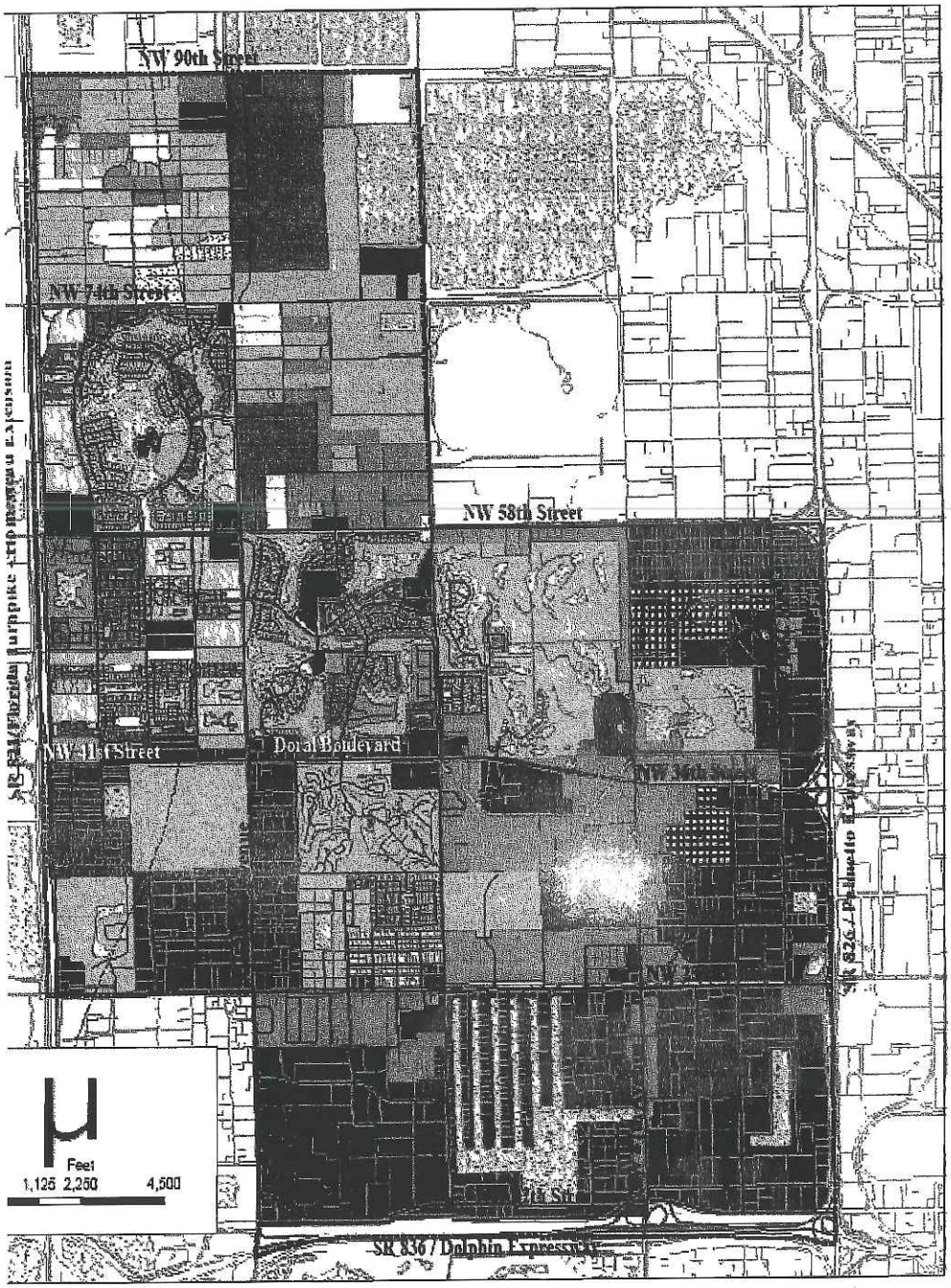


Annexation Area

Zone

- INDUSTRIAL DISTRICT, CONDITIONAL
- INDUSTRIAL, HEAVY MANUFACTURING DISTRICT
- INDUSTRIAL, LIGHT MANUFACTURING DISTRICT
- INTERIM DISTRICT
- LIBERAL BUSINESS DISTRICT
- LIMITED BUSINESS DISTRICT
- NEIGHBORHOOD BUSINESS DISTRICT
- NO ZONING DESIGNATED
- SINGLE FAMILY RESIDENTIAL DISTRICT
- SPECIAL BUSINESS DISTRICT

N



Land Development Code Zoning Map

Final Hearing - August 22, 2007

Legend

Zoning Districts

- SF-1 - Single Family - 1
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- SF-3 - Single Family - 3
- SF-4 - Single Family - 4
- SF-5 - Single Family -5
- MF-1 - Multi Family -1
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- CC - Corridor Commercial
- IC - Industrial Commercial
- I - Industrial
- I-R - Industrial - Restrictive
- IFF - Institutional, Public Facilities & Parks
- GU - General Use
- PP - Private Parks
- CONSERV - Conservation Lands

Other Features

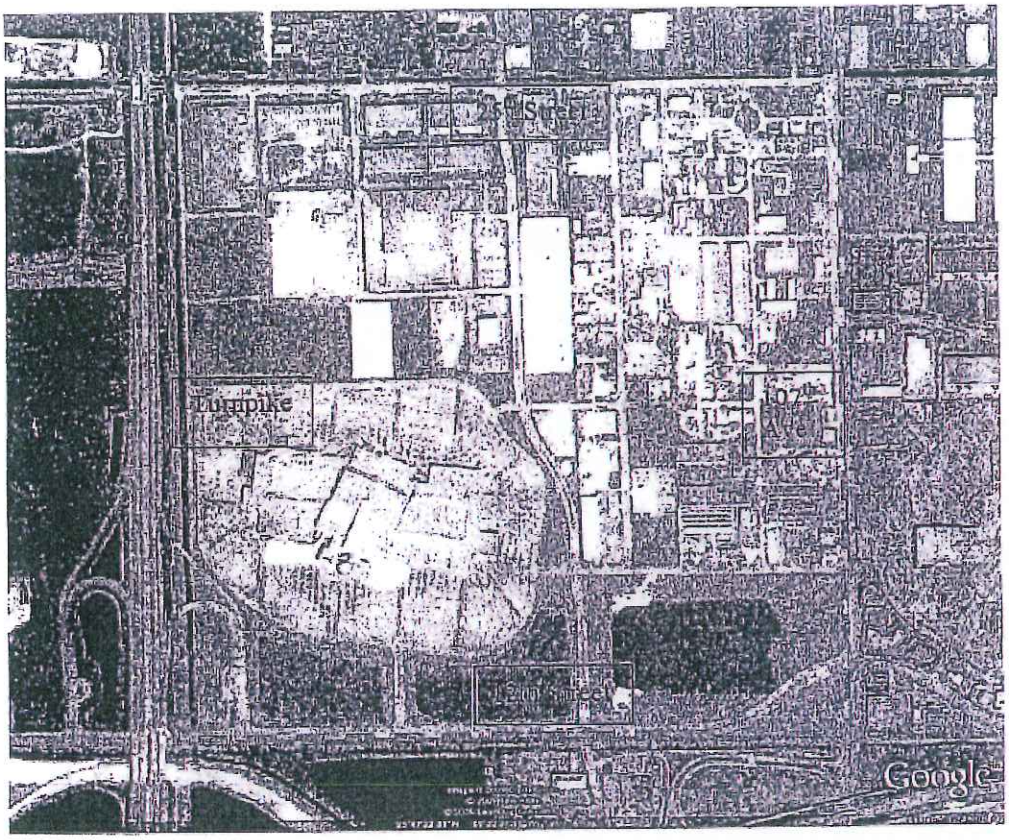
- Water Bodies
- Northwest Wellfield Protection Area
- Doral City Limit

ILER PLANNING GROUP

Location Aerial

Exhibit
10-6-09 BCC
Item 15B3

EXHIBIT A



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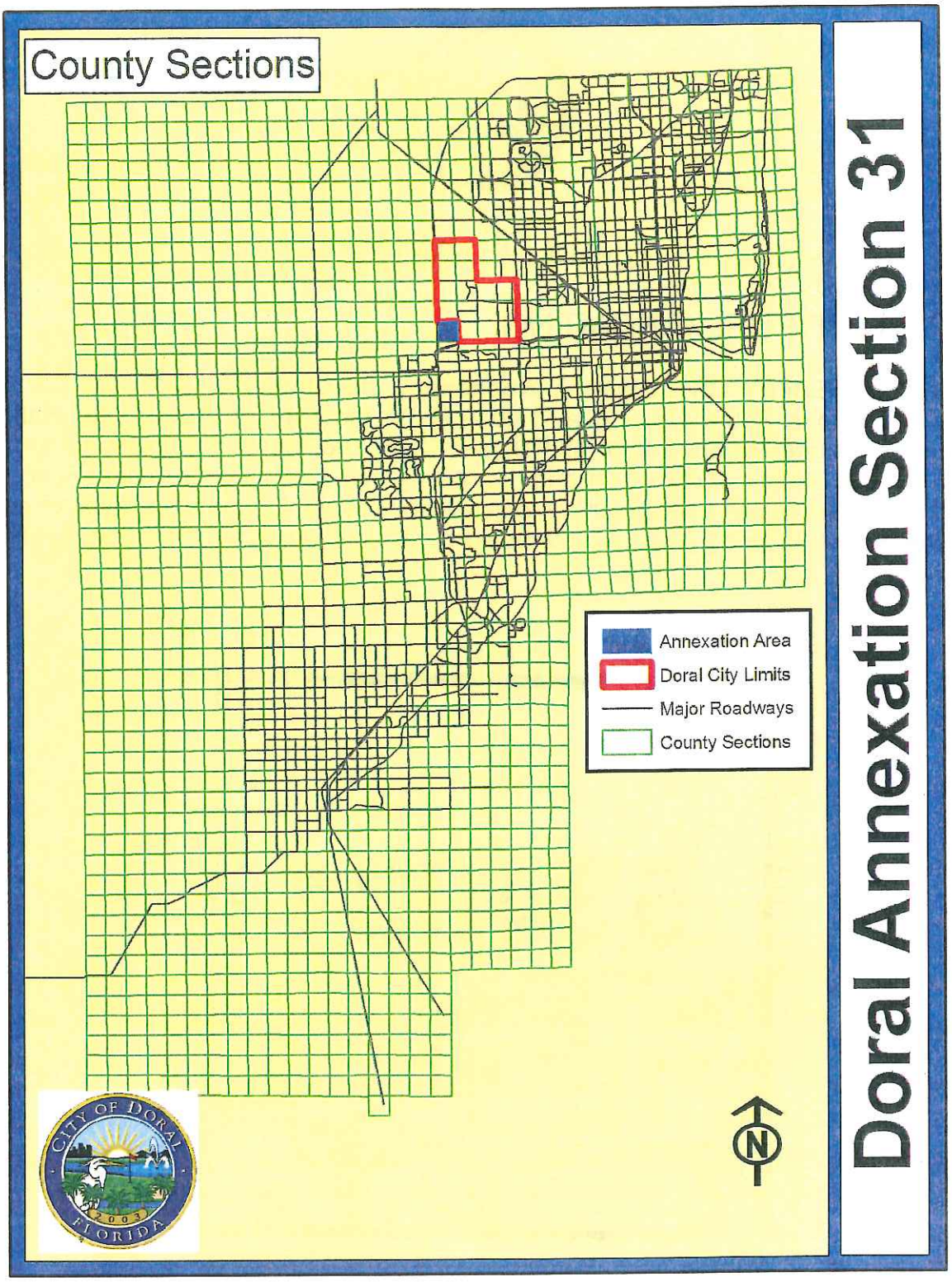

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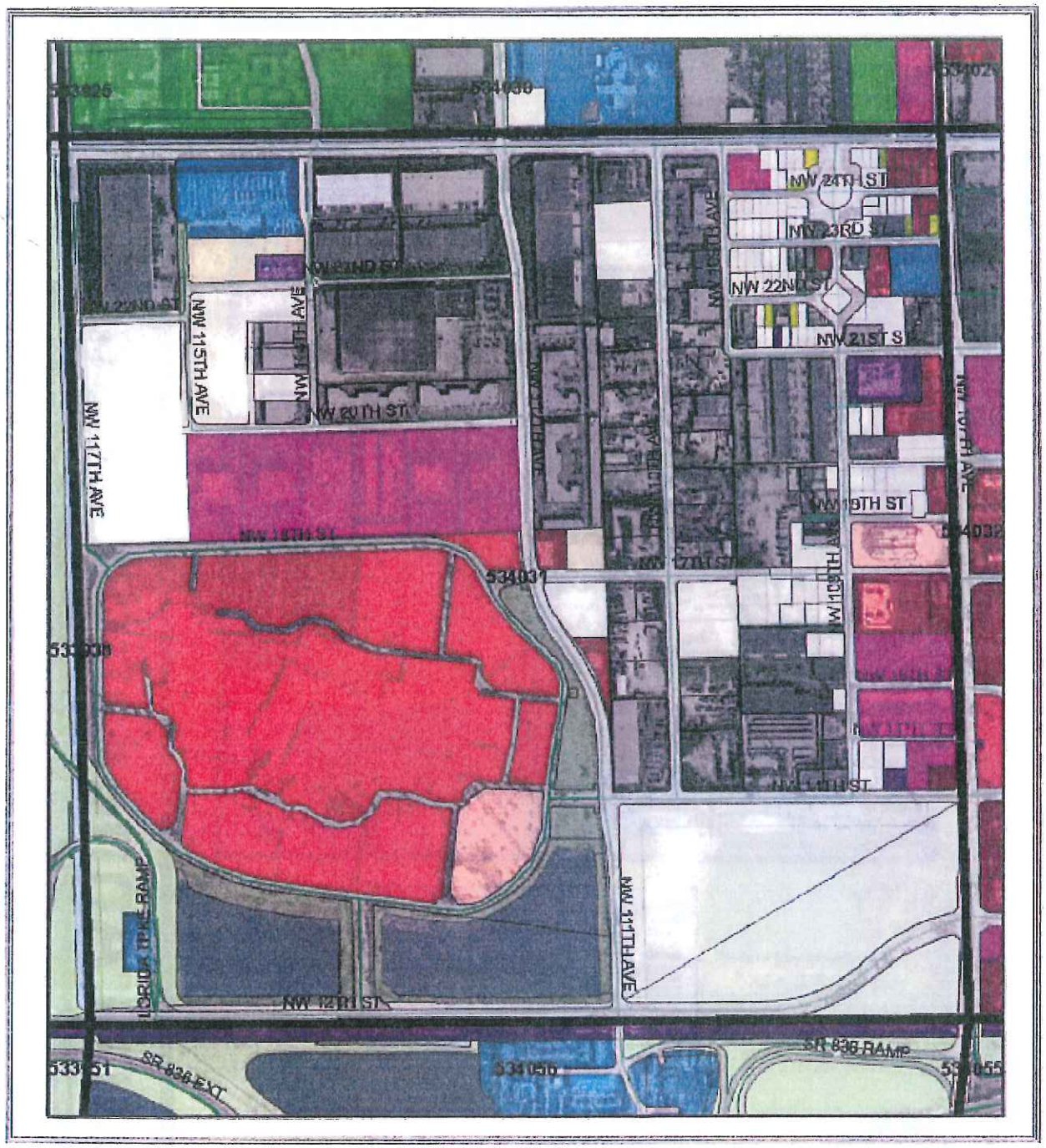

Legend

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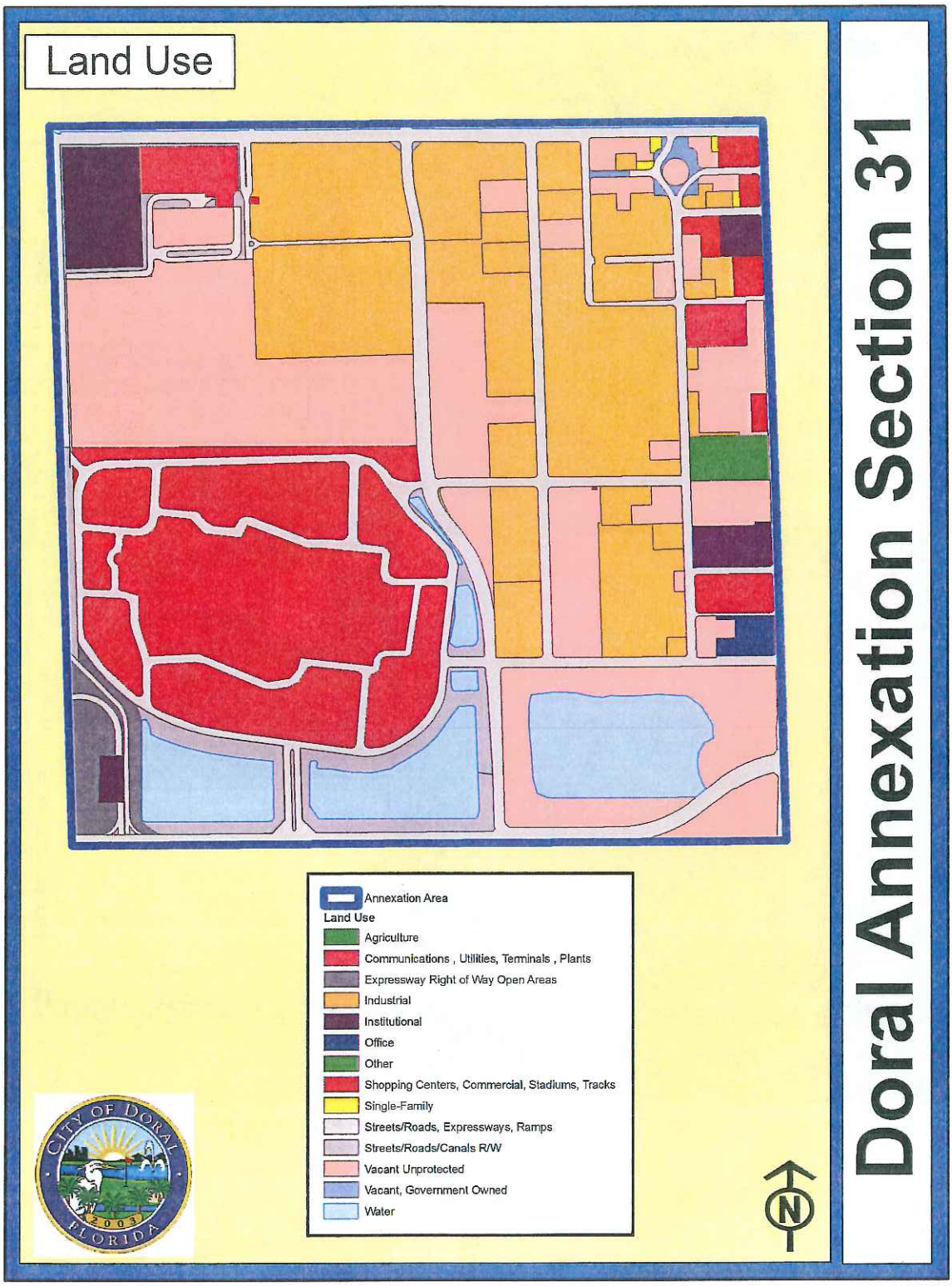
N

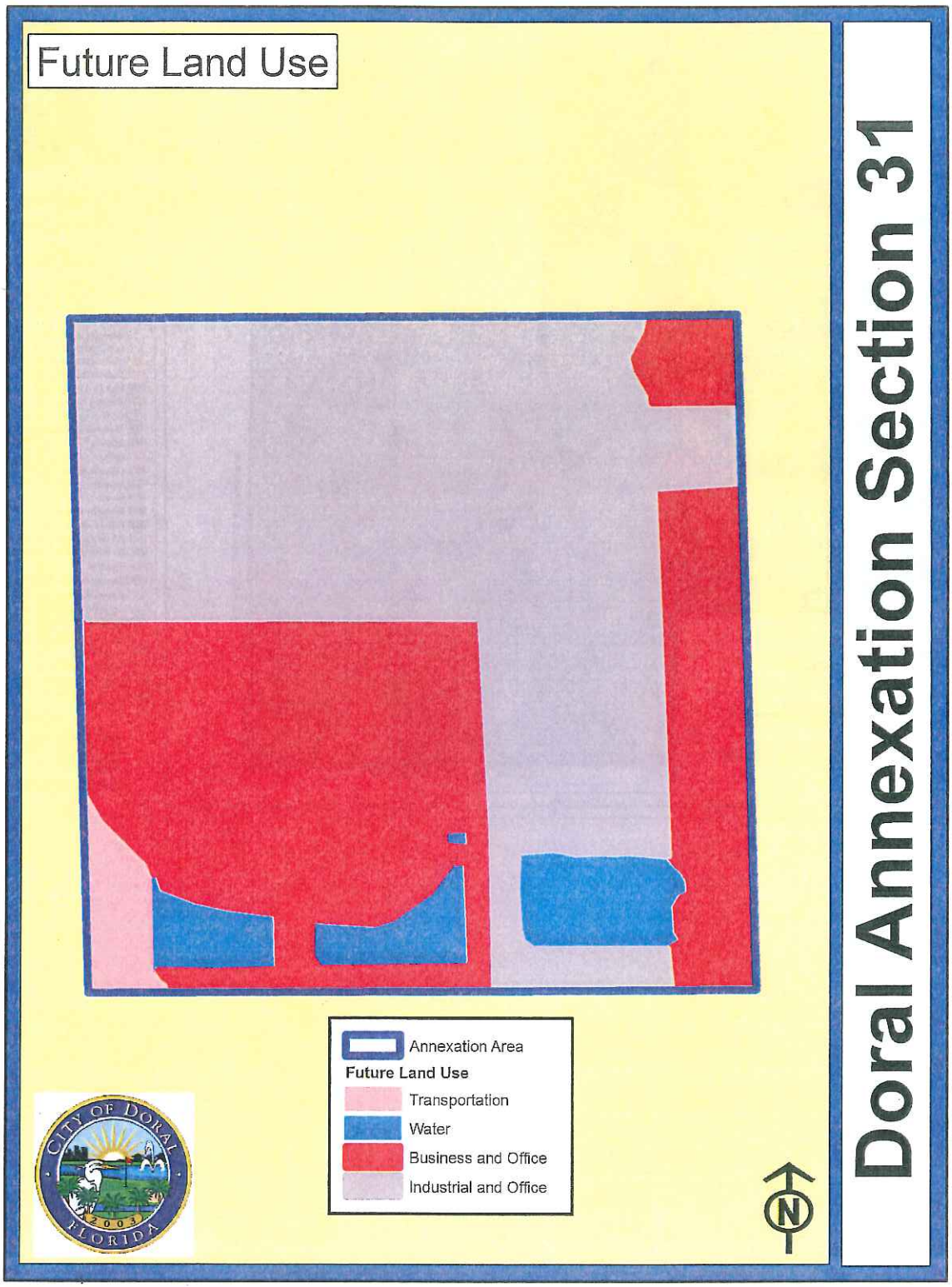
0 0.05 0.1 0.2 0.3 0.4 Miles

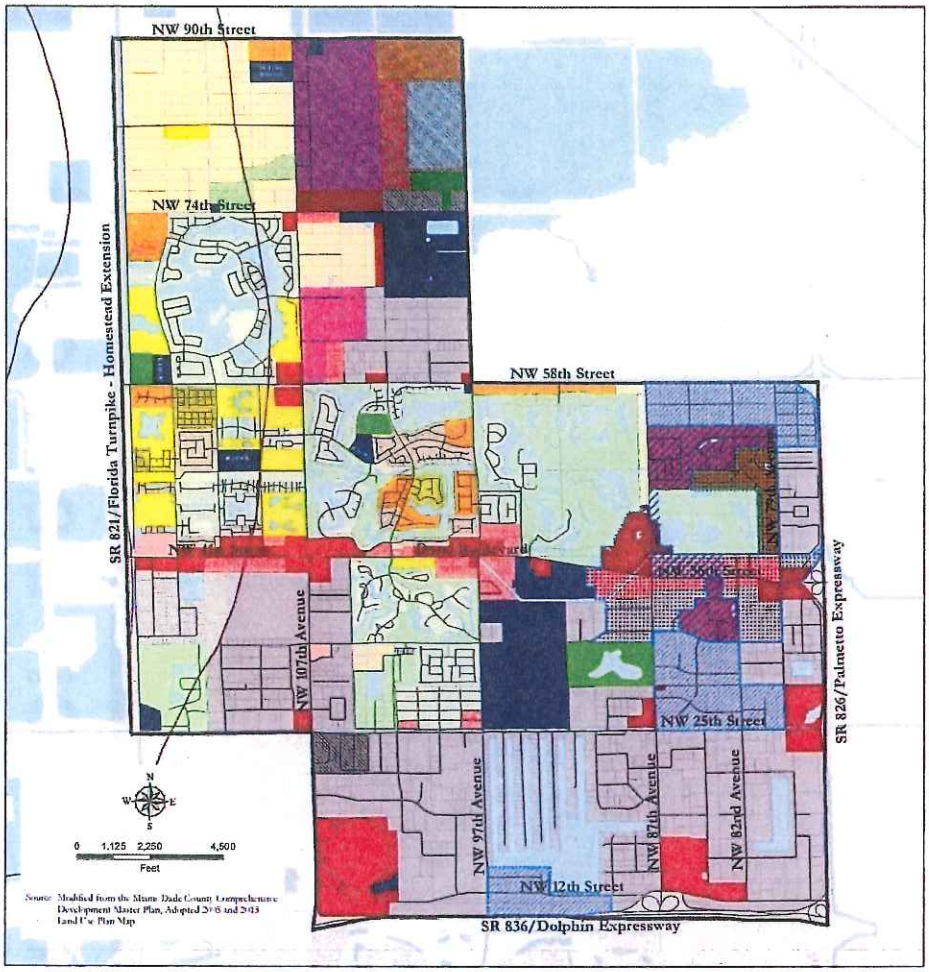
MIAMI-DADE COUNTY

Miami Dade County
Department of Planning and Zoning
Research Section

Existing Land Use Map - 2009




Future Land Use
Doral Annexation Section 31
Annexation Area
Future Land Use
Transportation
Water
Business and Office
Industrial and Office
CITY OF DORAL
2003
FLORIDA
N



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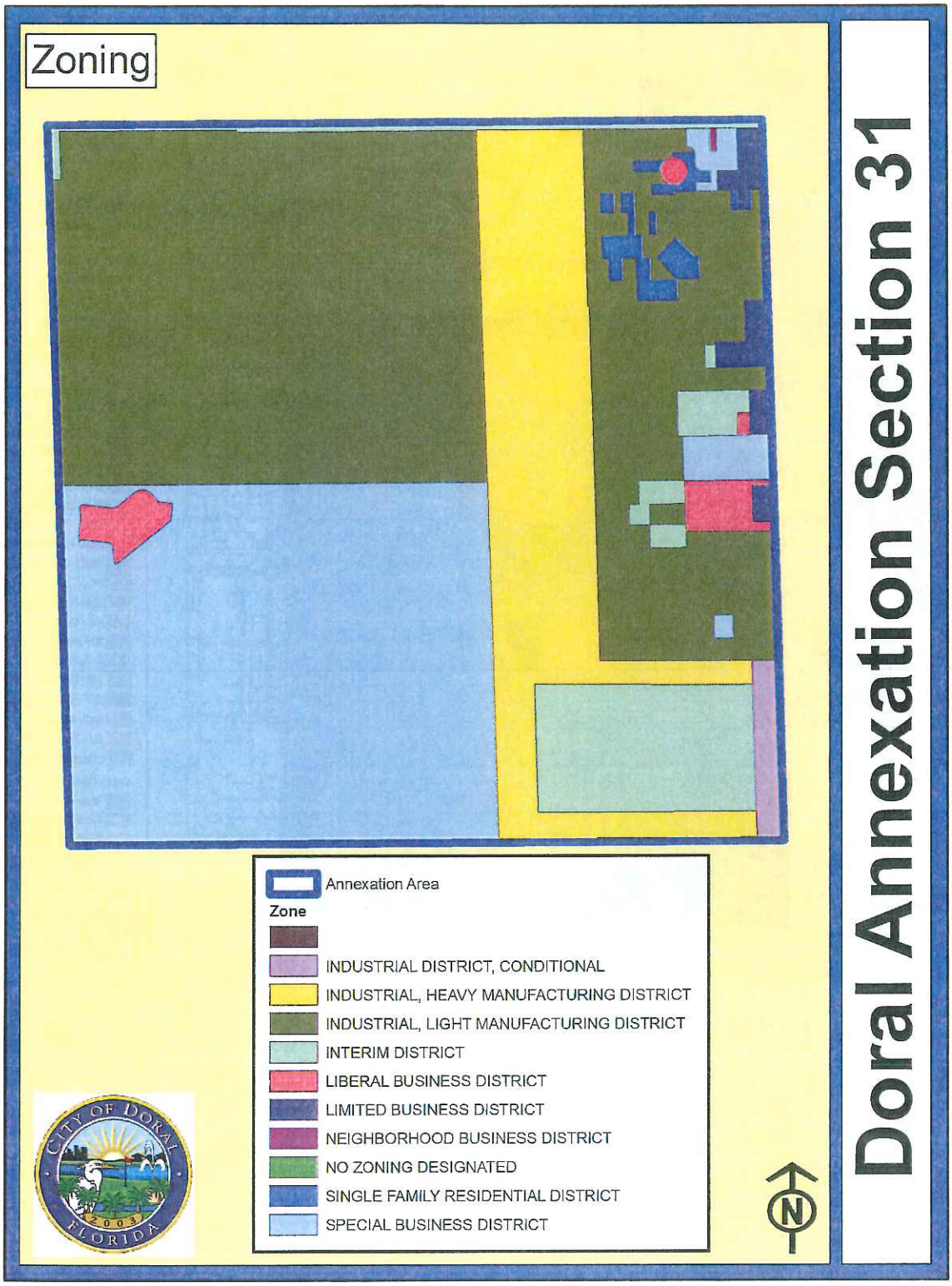
- Water Bodies
- Northwest Wellfield Protection Area
- Doral City Limit

Notes:
D.U. = Dwelling Unit

Kimley-Horn and Associates, Inc.

Adopted April 26, 2006


Zoning
Annexation Area
Zone
INDUSTRIAL DISTRICT, CONDITIONAL
INDUSTRIAL, HEAVY MANUFACTURING DISTRICT
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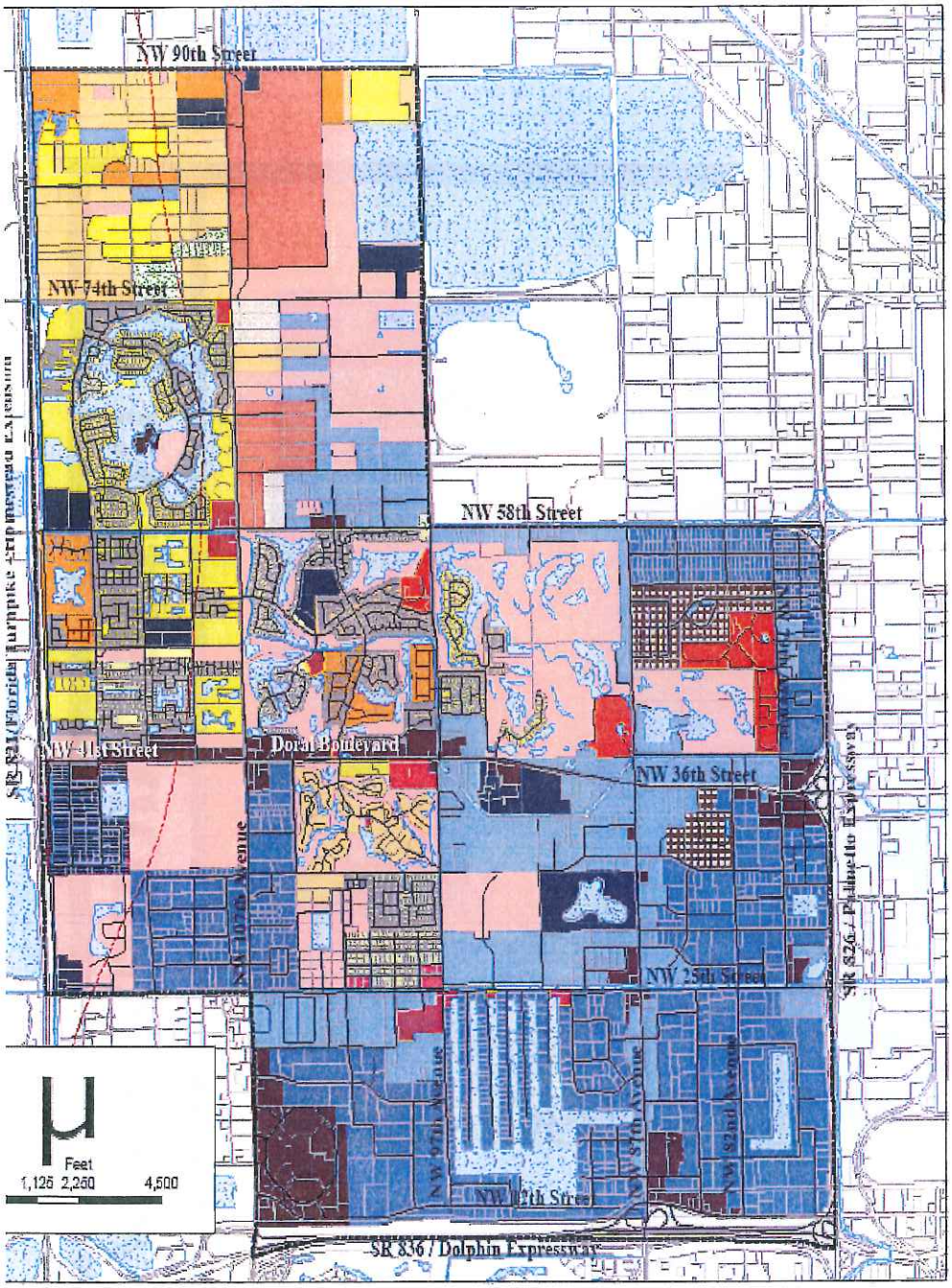
SPECIAL BUSINESS DISTRICT
CITY OF DORAL
2003
FLORIDA
N
Doral Annexation Section 31



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Other Features

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ILER PLANNING GROUP

MEMORANDUM

Agenda Item 15(B)4

TO: Honorable Chairman Dennis C. Moss, and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

Diane Collins, Acting Division Chief
Clerk of the Board Division

Diane Collins

SUBJECT: Approval of Certificate of County Canvassing Board for Hammock Lakes Security Guard Special Taxing District Election

Attached for your approval is the Certificate of County Canvassing Board for the Hammock Lake Security Guard Special Taxing District Election held on September 15, 2009.

DC/fcd
Attachment

MIAMI-DADE COUNTY CANVASSING BOARD
CERTIFICATE OF RESULTS
HAMMOCK LAKES SECURITY GUARD
SPECIAL TAXING DISTRICT ELECTION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

We, the undersigned, County Court Judge NURIA SAENZ, **Chairperson**, County Commissioner CARLOS A. GIMENEZ, **Member**, and Supervisor of Elections LESTER SOLA, **Member**, constituting the **Miami-Dade County Canvassing Board** and existing and conducting official duties pursuant to the provisions of Section 3.07, Miami-Dade County Home Rule Charter, Chapter 18, Miami-Dade County Code, and the foregoing Miami-Dade County Ordinance, do hereby certify that we met in the office of the Supervisor of Elections of Miami-Dade County, Florida, on the 16th day of September, 2009, and proceeded to publicly canvass the votes cast in the special taxing district election held on the 15th day of September, 2009. It appeared to our satisfaction that the election was conducted among those qualified electors residing in the proposed special taxing district pursuant to the provisions of Section 18-3(f) of the Miami-Dade County Code and the Miami-Dade County Resolution calling for the special taxing district election.

We do hereby certify solely, exclusively and entirely from the ballots completed and returned to the Supervisor of Elections of Miami-Dade County, Florida, on the issue of the special taxing district referenced in Ordinance #09-63 and Resolution R-937-09, adopted on the 21st day of July, 2009, that the results of the election were as follows:

Proposal

Shall a special taxing district known and designated as the Hammock Lakes Security Guard Special Taxing District be created and established as provided for in County Ordinance No. 09-63?

YES	71
NO	26

CLERK BUSINESS COUNTY COURTS
2009 SEP 17 AM 11:56
CLERK OF THE BOARD

2

MIAMI-DADE COUNTY CANVASSING BOARD:

County Court Judge NURIA SAENZ
Chairperson

County Commissioner CARLOS A. GIMENEZ
Member

Supervisor of Elections LESTER SOLA
Member

CLERK OF THE BOARD
2008 SEP 17 AM 11:57
CLERK, MIAMI-DADE COUNTY COURTS

MEMORANDUM

Agenda Item 15(B)5

TO: Honorable Chairman Dennis C. Moss, and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

Diane Collins, Acting Division Chief
Clerk of the Board Division

Diane Collins

SUBJECT: Approval of Certificate of County Canvassing Board for Highland Ranch Estates Security Guard Special Taxing District Election

Attached for your approval is the Certificate of County Canvassing Board for the Highland Ranch Estates Security Guard Special Taxing District Election held on September 15, 2009.

DC/fcd
Attachments

MIAMI-DADE COUNTY CANVASSING BOARD
CERTIFICATE OF RESULTS
HIGHLAND RANCH ESTATES SECURITY GUARD
SPECIAL TAXING DISTRICT ELECTION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

We, the undersigned, County Court Judge NURIA SAENZ, **Chairperson**, County Commissioner CARLOS A. GIMENEZ, **Member**, and Supervisor of Elections LESTER SOLA, **Member**, constituting the **Miami-Dade County Canvassing Board** and existing and conducting official duties pursuant to the provisions of Section 3.07, Miami-Dade County Home Rule Charter, Chapter 18, Miami-Dade County Code, and the foregoing Miami-Dade County Ordinance, do hereby certify that we met in the office of the Supervisor of Elections of Miami-Dade County, Florida, on the 16th day of September, 2009, and proceeded to publicly canvass the votes cast in the special taxing district election held on the 15th day of September, 2009. It appeared to our satisfaction that the election was conducted among those qualified electors residing in the proposed special taxing district pursuant to the provisions of Section 18-3(f) of the Miami-Dade County Code and the Miami-Dade County Resolution calling for the special taxing district election.

We do hereby certify solely, exclusively and entirely from the ballots completed and returned to the Supervisor of Elections of Miami-Dade County, Florida, on the issue of the special taxing district referenced in Ordinance #09-61 and Resolution R-788-09, adopted on the 30th day of June, 2009, that the results of the election were as follows:

Proposal

Shall the special taxing district known and designated as the Highland Ranch Estates Security Guard Special Taxing District be abolished, as provided for in County Ordinance No. 09-61?

YES	75
NO	63

CLERK OF THE BOARD
2009 SEP 17 AM 11:57
CLERK OF THE CIRCUIT AND COUNTY COURTS

2

MIAMI-DADE COUNTY CANVASSING BOARD:

County Court Judge NURIA SAENZ
Chairperson

County Commissioner CARLOS A. GIMENEZ
Member

Supervisor of Elections LESTER SOLA
Member

CLERK OF THE BOARD
2009 SEP 17 AM 11:57
CLERK, CIRCUIT & COUNTY COURTS

MEMORANDUM

Agenda Item 15(B)6

TO: Honorable Chairman Dennis C. Moss, and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

Diane Collins, Acting Division Chief
Clerk of the Board Division
Diane Collins

SUBJECT: Approval of Certificate of County Canvassing Board for Keystone Point Security Guard Special Taxing District Election

Attached for your approval is the Certificate of County Canvassing Board for the Keystone Point Security Guard Special Taxing District Election held on September 15, 2009.

DC/fcd
Attachments

MIAMI-DADE COUNTY CANVASSING BOARD
CERTIFICATE OF RESULTS
KEYSTONE POINT SECURITY GUARD
SPECIAL TAXING DISTRICT ELECTION

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

We, the undersigned, County Court Judge NURIA SAENZ, **Chairperson**, County Commissioner CARLOS A. GIMENEZ, **Member**, and Supervisor of Elections LESTER SOLA, **Member**, constituting the **Miami-Dade County Canvassing Board** and existing and conducting official duties pursuant to the provisions of Section 3.07, Miami-Dade County Home Rule Charter, Chapter 18, Miami-Dade County Code, and the foregoing Miami-Dade County Ordinance, do hereby certify that we met in the office of the Supervisor of Elections of Miami-Dade County, Florida, on the 16th day of September, 2009, and proceeded to publicly canvass the votes cast in the special taxing district election held on the 15th day of September, 2009. It appeared to our satisfaction that the election was conducted among those qualified electors residing in the proposed special taxing district pursuant to the provisions of Section 18-3(f) of the Miami-Dade County Code and the Miami-Dade County Resolution calling for the special taxing district election.

We do hereby certify solely, exclusively and entirely from the ballots completed and returned to the Supervisor of Elections of Miami-Dade County, Florida, on the issue of the special taxing district referenced in Ordinance #09-64 and Resolution R-939-09, adopted on the 21st day of July, 2009, that the results of the election were as follows:

Proposal

Shall Ordinance No. 89-26 which created the Keystone Point Security Guard Special Taxing District, as amended by Ordinance No. 00-182, be amended to permit the installation of security cameras and recording devices, as provided for in County Ordinance No. 09-64?

YES	282
NO	182

CLERK OF THE BOARD
2009 SEP 17 AM 11:57
CLERK, MIAMI-DADE COUNTY, FLA.

2

MIAMI-DADE COUNTY CANVASSING BOARD:

County Court Judge NURIA SAENZ
Chairperson

County Commissioner CARLOS A. GIMENEZ
Member

Supervisor of Elections LESTER SOLA
Member

CLERK OF THE BOARD
2008 SEP 17 AM 11:57
CLERK CIRCUIT & COUNTY COURTS