

**MIAMI-DADE COUNTY  
FINAL OFFICIAL MINUTES  
Economic Development and Social Services  
Committee (EDSSC)**

**Board of County Commissioners**

Stephen P. Clark Center  
Commission Chambers  
111 N.W. First Street  
Miami, Florida 33128

April 13, 2011

As Advertised

Harvey Ruvin, Clerk  
Board of County Commissioners

Diane Collins, Division Chief  
Clerk of the Board Division

Jovel Shaw, Commission Reporter  
(305) 375-1289





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

## FINAL OFFICIAL

### Meeting Minutes

#### Economic Development & Social Services Committee

Rebeca Sosa (6) Chair; Jean Monestime (2) Vice Chair; Commissioners Bruno A Barreiro (5), Lynda Bell (8), Dennis C. Moss (9), and District 13-Vacant

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Wednesday, April 13, 2011

9:30 AM

Commission Chambers

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**Members Present:** Bruno A. Barreiro, Lynda Bell, Jean Monestime, Dennis C. Moss, Rebeca Sosa.

**Members Absent:** District 13-Vacant.

**Members Late:** None.

**Members Excused:** None.

**Members Absent County Business:** None.

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#### 1 MINUTES PREPARED BY:

**Report:** *Jovel Shaw, Commission Reporter (305) 375-1289*

#### 1A INVOCATION

**Report:** *The Committee convened in a moment of silence, followed by the Pledge of Allegiance.*

#### 1B PLEDGE OF ALLEGIANCE



1E1

110768 Citizen's

Rebeca Sosa

CITIZEN'S PRESENTATION BY MS. STEPHANIE  
MCINTOSH RE: CONCERNS ON PUBLIC HOUSING AND  
HEADSTART

*Presented*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing citizen's presentation into the record.*

*Ms. Stephanie McIntosh, 11341 SW 216 Street, appeared before the Committee, to express her concerns on public housing and Head Start issues. She stated that she had not received any assistance addressing her concerns on these issues. She urged the Committee members to meet with her to discuss and address her concerns.*

*Chairwoman Sosa asked that Mr. Howard Piper, Special Assistant to the County Manager, ensure that he provided a response to this Committee on the comments made and photographs submitted by Ms. McIntosh. She stated that copies of the photographs would be provided to him.*

*Commissioner Moss expressed his concurrence with Chairwoman Sosa that the appropriate department should address any concerns raised by citizens. He expressed his concern with the way Ms. McIntosh presented her concern. He indicated he was certain that the appropriate department had met with Ms. McIntosh on numerous occasions to address her concerns. He informed the Committee members of the various programs serving the South Dade community, particularly (Commission District 9).*

*Chairwoman Sosa thanked Commissioner Moss for his comments and asked that any follow-up information provided regarding the concerns raised by Ms. McIntosh be provided to him.*

## 1F DISCUSSION ITEM(S)

1F1

110218 Discussion Item

Rebeca Sosa

CHAIRPERSON DISCUSSION

**1G**      **PUBLIC HEARING**

1G1

**110088 Ordinance**

**Rebeca Sosa**

*Amended*

ORDINANCE AUTHORIZING THE CREATION OF THE MIAMI-DADE COUNTY GREEN BUSINESS CERTIFICATION PROGRAM; PROVIDING FOR PURPOSE, STANDARDS AND CRITERIA, REQUIRED AND RECOMMENDED PRACTICES, SELF-AUDIT APPLICATIONS, AND EVALUATION PROCESS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (SEE AGENDA ITEM NO. 3F) (Office of Sustainability)

**Report:**    *See Agenda Item 1G1 Amended, Legislative File No. 110895 for the amended version.*

1G1 AMENDED

110895 Ordinance

Rebeca Sosa,

Jean Monestime

ORDINANCE AUTHORIZING THE CREATION OF THE MIAMI-DADE COUNTY GREEN BUSINESS CERTIFICATION PROGRAM; PROVIDING FOR PURPOSE, STANDARDS AND CRITERIA, REQUIRED AND RECOMMENDED PRACTICES, SELF-AUDIT APPLICATIONS, AND EVALUATION PROCESS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE (SEE ORIGINAL ITEM UNDER FILE NO. 110088) (SEE AGENDA ITEM NO. 110894) (Office of Sustainability)

*Forwarded to BCC with a favorable recommendation with committee amendment(s)*

*Mover: Moss*

*Second: Monestime*

*Vote: 4-0*

*Absent: Barreiro, District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed ordinance and the accompanying resolution Agenda Item 3F, Legislative File No. 110112 into the record.*

*Chairwoman Sosa opened the public hearing. Hearing no one wishing to speak before the Committee, Chairwoman Sosa closed the public hearing.*

*Chairwoman Sosa asked that the County Manager's memorandum, dated April 13, 2011, for Agenda Item 1G1 and the accompanying resolution Agenda Item 3F be amended to delete the following language: "A GBC Program Coordinator may be required in the future as the program matures and more businesses participate," under the section entitled, "Fiscal Impact/Funding Source."*

*The Committee forwarded the foregoing proposed ordinance and the accompanying resolution Agenda Item 3F, Legislative File No. 110112, to the Board of County Commissioners (BCC) with a Committee amendment to delete the following language from the April 13, 2011, County Manager's memorandum, "A GBC Program Coordinator may be required in the future as the program matures and more businesses participate".*

1G2

**110699 Resolution**

RESOLUTION AUTHORIZING THE MAYOR TO AMEND THE FY 2009 ACTION PLAN TO REFLECT THE RECAPTURE AND REALLOCATION, OF HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL CONTRACTS, AGREEMENTS AND AMENDMENTS UP TO \$50,000 NECESSARY TO CARRY OUT THE ABOVE PROGRAM; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN (Department of Housing and Community Development)

*Forwarded to BCC with a favorable recommendation*

*Mover: Moss*

*Seconder: Sosa*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Chairwoman Sosa opened the public hearing. Hearing no one wishing to speak before the Committee, Chairwoman Sosa closed the public hearing.*

*The Committee proceeded to vote on this proposed resolution as presented.*

1G3

**110730 Resolution**

RESOLUTION APPROVING MIAMI-DADE PUBLIC HOUSING AGENCY'S 2011-2012 PUBLIC HOUSING AGENCY PLAN, ADMISSIONS AND CONTINUED OCCUPANCY POLICY, PUBLIC HOUSING COMMUNITY POLICIES AND SECTION 8 ADMINISTRATIVE PLAN SUBJECT TO APPROVAL BY US HOUSING AND URBAN DEVELOPMENT (US HUD); AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT THE PLANS TO US HUD FOR FINAL APPROVAL (Miami-Dade Public Housing Agency)

*Public hearing held and item deferred*

*Mover: Monestime*

*Seconder: Sosa*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Chairwoman Sosa opened the public hearing.*

*The following persons appeared before the Committee to speak in connection to this proposed resolution:*

*Mr. Peter Schoenthal, Law Student, University of Miami, accompanied by Mr. Jeffrey Hearne, attorney, Legal Services of Greater Miami, Inc., appeared and thanked Mr. Gregg Fortner, Director, Miami-Dade Public Housing Agency (MDPHA) for meeting with them to discuss the Public Housing Admissions and Continued Occupancy Policy (ACOP) and the Section 8 Administrative Plan (Administrative Plan). He noted the MDPHA was very receptive to their ideas and recommendations. He stated that the County must change its policies so that it does not deny a law-abiding individual housing based upon dismissal of the charges following an arrest.*

*Ms. Diane Strozier Bryant, 11302 SW 190 Street, Dade County Overall Tenant Council, spoke in opposition.*

*Mr. Jessie Harris, 200 NW 55 Street, spoke in opposition.*

*After hearing no one else wishing to speak, Chairwoman Sosa closed the public hearing.*

*Commissioner Monestime noted that he had met with public housing residents on several occasions and that he would like to meet with the Miami-Dade Public Housing Agency Director to address the concerns of those residents. He asked for the deferral of this proposed resolution to allow time*

to address those concerns.

The Committee proceeded to vote for the deferral of this proposed resolution to no date certain.

Chairwoman Sosa asked the Housing Agency Director to meet with each commissioner to discuss his/her recommendations, suggestions, questions or concerns regarding the Public Housing Agency's (PHA) FY 2011-12 Plan and policies and to incorporate their input and feedback into the Miami-Dade Public Housing Agency (MDPHA) Plan related documents.

1G4

**110727 Resolution**

RESOLUTION DESIGNATING THE 8400 CORAL WAY PARCEL AS A BROWNFIELD AREA, IN COMPLIANCE WITH FLORIDA STATUTES 376.80(2)(B)(1), 376.80(2)(B)(2), 376.80(2)(B)(3), 376.80(2)(B)(4), AND 376.80(2)(B)(5), AND PROVIDING FOR AN EFFECTIVE DATE (Ofc of Economic Development & International Trade)

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Bell*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** Assistant County Attorney Terrence Smith read the foregoing proposed resolution and the accompanying Agenda Item 3E, Legislative File No.110701, into the record.

Chairwoman Sosa opened the public hearing. Hearing no one wishing to speak, Chairwoman Sosa closed the public hearing.

Mr. Tony Ojeda, Executive Director, Office of Economic Development and International Trade, explained the intent of the proposed resolutions pertaining to the Brownfield area.

The Committee proceeded to vote on this proposed resolution and the accompanying Agenda Item 3E, Legislative File No.110701 as presented.

**2 COUNTY COMMISSION**

2A

**110728 Resolution**

**Barbara J. Jordan**

*Withdrawn*

RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S DESIGNEE TO REVIEW WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS THE FEASIBILITY OF DELEGATING THE COUNTY'S HEAD START SLOTS TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, TO DEVELOP A PLAN FOR THE DELEGATION OF THE COUNTY'S HEAD START SLOTS TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, AND TO REPORT BACK TO THE BOARD OF COUNTY COMMISSIONERS ON THE FINDINGS OF THE REVIEW AND ON THE PLAN WITHIN 45 DAYS OF THE ADOPTION OF THIS RESOLUTION OR BEFORE AN ALTERNATIVE PLAN FOR DELEGATION OF COUNTY HEAD START SLOTS IS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS EARLIER

**Report:** *See Agenda Item 2A Substitute, Legislative File No. 110835.*

2A Substitute

110835 Resolution

Barbara J. Jordan

RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S DESIGNEE TO REVIEW WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) THE FEASIBILITY OF DELEGATING CERTAIN OF THE COUNTY'S HEAD START RESPONSIBILITIES TO M-DCPS, TO DEVELOP A PLAN FOR SUCH DELEGATIONS AND REQUIRE A REPORT TO THE COUNTY COMMISSION ON THESE MATTERS [SEE ORIGINAL ITEM UNDER FILE NO. 110728]

*Deferred to no date certain**Mover: Bell**Seconder: Monestime**Vote: 4-1**No: Moss**Absent: District 13-Vacant*

**Report:** *Chairwoman Sosa introduced the foregoing proposed resolution and noted the presence Commissioner Barbara J. Jordan, the sponsor.*

*Chairwoman Sosa respectfully asked for the deferral of this proposed resolution until she had the opportunity to meet with the department's staff; Mr. Howard Piper, Special Assistant to the County Manager; the Community Action Agency (CAA) Board; and the parents, regarding the Head Start Program.*

*It was moved by Commissioner Bell that the Committee defer this proposed resolution to no date certain. Commissioner Monestime seconded this motion for discussion.*

*Commissioner Jordan expressed her opposition to the motion for deferral of this proposed resolution. She referenced the work she had done, well over a year, with the regional office for the United States Department of Health and Human Services (HHS) to come up with solutions addressing the deficit in the County's Head Start Program. She indicated that the County Attorney's Office begin the process of preparing and bringing this item before this Committee prior to Chairwoman Sosa's being appointed as Chair of this Committee. Commissioner Jordan noted that the Head Start Program would experience a severe deficit this year. She noted the report from the University of Western Kentucky recommended delegating Head Start slots to delegate agencies. Commissioner Jordan stated there was a disagreement between the parents and the Community Action Agency (CAA) regarding whether to delegate those slots to the existing delegate agencies. She stated that the County would have to terminate 413 employees if the CAA staff proceeded to delegate those slots. Commissioner Jordan expressed concern in recognizing that the County needed to delegate the*

*Head Start slots. She pointed out the alternative for Miami-Dade County Public Schools (M-DCPS) to assume the delegation, which was less harmful for the current CAA employees. She referenced the County's request for gap funding in the amount for \$2.67 million and emphasized the County's need to demonstrate efforts addressing the funding gap or fiscal problem for Head Start. Commissioner Jordan stated that the County's application was due in the HHS Office by May 1st and cautioned that deferral of this resolution could jeopardize the County's ability to receive the requested gap funding.*

*Chairwoman Sosa informed the Committee members that HHS granted the County a 30-day extension for submittal of its application.*

*Commissioner Monestime spoke in support of the deferral to allow discussion of alternatives to the delegation of County Head Start responsibilities.*

*Discussion ensued among the Committee members regarding the deferral of this proposed resolution and the development of a plan for the delegation of the County's Head Start slots.*

*The Committee proceeded to vote for the deferral of this proposed resolution to no date certain.*

2B

**110129 Resolution Joe A. Martinez**  
 RESOLUTION REQUESTING THE MAYOR TO  
 DESIGNATE THE MIAMI-DADE COUNTY CHIEF  
 ECONOMIST AS THE OFFICIAL LIAISON FOR STAFF  
 SUPPORT TO THE SOCIAL AND ECONOMIC  
 DEVELOPMENT COUNCIL

*Forwarded to BCC with a favorable  
 recommendation  
 Mover: Monestime  
 Seconder: Moss  
 Vote: 5-0  
 Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Hearing no questions or comments, the Committee proceeded to vote on this proposed resolution as presented.*

2C

**110750 Resolution****Joe A. Martinez,****Rebeca Sosa, Lynda Bell**

RESOLUTION DIRECTING COUNTY MAYOR OR DESIGNEE TO PREPARE A REPORT WITHIN SIXTY (60) DAYS, OUTLINING THE BEST METHODOLOGY AND IMPLEMENTATION SCHEDULE TO CREATE A VIRTUAL OR PHYSICAL ONE-STOP INFORMATION CENTER FOR OPENING A NEW BUSINESS IN MIAMI-DADE COUNTY

*Forwarded to BCC with a favorable recommendation*

*Mover: Bell*

*Seconder: Monestime*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Hearing no questions or comments, the Committee proceeded to vote on this proposed resolution as presented.*

2D

**110157 Resolution****Jean Monestime**

RESOLUTION DIRECTING MAYOR OR MAYOR'S DESIGNEE TO STUDY THE USE OF SERVICES THAT PROVIDE AN ALTERNATIVE CREDIT REPORTING SYSTEM FOR RESIDENTS IN NON-CREDIT-BUILDING CATEGORIES INCLUDING, BUT NOT LIMITED TO THOSE WHERE BILL PAYMENT REPORTING HELPS TO BUILD CREDIT AS A WAY TO PROVIDE AN ADDITIONAL AVENUE TO HOME OWNERSHIP

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Moss*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*The Committee proceeded to vote on this proposed resolution as presented.*

*Commissioner Bell expressed her concern with the County's involvement in a credit reporting system.*

*Chairwoman Sosa noted the potential burden for rental properties and this proposed credit reporting system should apply to owners of five (5) or more properties. She suggested that a review of the different options, in terms of liability, for participating in such a credit reporting system be conducted prior to the County Commission's consideration of this proposed resolution.*

2E

## 110700 Resolution

Jean Monestime

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PROVIDE A REPORT TO THE BOARD OF COUNTY COMMISSION REGARDING THE COUNTY OR ITS CONTRACTOR'S COMPLIANCE WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S SECTION 3 AND PROCUREMENT REQUIREMENTS FOR THE SCOTT-CARVER HOPE VI REVITALIZATION PROJECT

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Moss*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Commissioner Monestime explained the intent of this proposed resolution to provide information to the County Commission regarding compliance with the United States Department of Housing and Urban Development's Section 3 and procurement requirements for the Scott-Carver HOPE VI Revitalization Project.*

*The Committee proceeded to vote on this proposed resolution as presented.*

*Commissioner Moss asked Special Assistant to the County Manager Howard Piper to provide a status report on the replacement housing for the Scott-Carver HOPE VI Revitalization Project and similar projects.*

*Chairwoman Sosa recalled her request that the Housing Agency Director provide her with a comprehensive report identifying all housing related projects underway in each Commission District, including the status of each project compared to the commitments made to each project.*

2F

**110402 Resolution**

**Rebeca Sosa,**

**Lynda Bell, Jean Monestime, Dennis C. Moss**  
RESOLUTION DIRECTING THE COUNTY MAYOR TO  
PURSUE A MARKETING CAMPAIGN AIMED AT  
'REBRANDING' MIAMI-DADE COUNTY AS A  
"FRIENDLY PLACE TO DO BUSINESS" AND "A GREAT  
PLACE TO OPEN A NEW BUSINESS"

*Forwarded to BCC with a favorable  
recommendation*

*Mover: Monestime*

*Secunder: Sosa*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the  
foregoing proposed resolution into the record.*

*The Committee proceeded to vote on this proposed  
resolution as presented.*

*Chairwoman Sosa explained the intent of this  
resolution to make Miami-Dade County a friendly  
place to do business and to open a new business.*

*Commissioners Bell, Monestime and Moss asked  
to be listed as co-sponsors on this proposed  
resolution.*

2G

**110421 Resolution****Rebeca Sosa**

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO PROVIDE IMMEDIATE WRITTEN NOTICE AND REPORTS TO THE ECONOMIC DEVELOPMENT AND SOCIAL SERVICES COMMITTEE, ITS SUCCESSOR COMMITTEE, AND THE BOARD OF COUNTY COMMISSION REGARDING SIGNIFICANT ISSUES RELATED TO THE MIAMI-DADE PUBLIC HOUSING AGENCY'S ADMINISTRATION OF THE COUNTY'S PUBLIC HOUSING OR OTHER FEDERALLY SUBSIDIZED HOUSING PROGRAMS

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Sosa*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*It was moved by Commissioner Monestime that the Committee forward this proposed resolution as presented. Chairwoman Sosa seconded this motion for discussion.*

*Chairwoman Sosa explained the intent of this proposed resolution to direct the County Mayor to provide written notice to this Committee or its successor committee of the specified events outlined in Section 2. In addition, she indicated that the reports should provide a proposed plan of action to address and correct the circumstances outlined in the notification.*

*Discussion ensued among the Committee members regarding the reporting of events outlined in this proposed resolution.*

*Commissioner Moss suggested that consideration be given to having other County departments adhere to similar reporting requirements for each respective committee.*

*Chairwoman Sosa indicated that she would expand this requirement to all other departments.*

*The Committee proceeded to vote on this proposed resolution as presented.*

2H

**110684 Resolution**

**Rebeca Sosa**

RESOLUTION DIRECTING THAT ANY RESOLUTION AUTHORIZING THE REHABILITATION, IMPROVEMENT OR CONVEYANCE OF COUNTY-OWNED REAL PROPERTY APPROPRIATE FOR OR TO BE USED AS AFFORDABLE HOUSING SHALL INCLUDE DETAILED INFORMATION ON THE PROPERTY AND THE COUNTY'S INVESTMENT AND FUTURE CONTROL

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Bell*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*It was moved by Commissioner Monestime that the Committee forward this proposed resolution as presented. Commissioner Bell seconded this motion for discussion.*

*Chairwoman Sosa explained the intent of this proposed resolution to require the submittal of pertinent information regarding the impact to the County, as outlined in this resolution, to the County Commission.*

*The Committee proceeded to vote on this proposed resolution as presented.*

21

**110696 Resolution****Rebeca Sosa**

RESOLUTION DIRECTING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO PERFORM COMMUNITY NEEDS ASSESSMENTS FOR THE EARLY HEAD START AND HEAD START PROGRAM ON AN ANNUAL BASIS, SPECIFYING REPORTING OF SUCH ASSESSMENTS, AND TO UNDERTAKE ADDITIONAL TASKS REGARDING SUCH PROGRAMS

*Forwarded to BCC with a favorable recommendation*

*Mover: Sosa*

*Seconder: Bell*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Chairwoman Sosa relinquished the Chair to Vice Chairman Monestime.*

*It was moved by Commissioner Sosa that the Committee forward this proposed resolution to the BCC with a favorable recommendation. Commissioner Bell seconded this motion for discussion.*

*Commissioner Sosa explained that this proposed resolution would require the County Mayor to perform an annual needs assessment for the Early Head Start and Head Start Program.*

*Following discussion among the Committee members regarding this proposed resolution, the Committee proceeded to vote.*

*Commissioner Moss asked that Agenda Item 21 involving the analysis and assessment of delegate agencies for Head Start and Early Head Start include the personnel costs incurred, by the agencies, including attrition and healthcare.*

**3 DEPARTMENT**

3A

**102668 Resolution**

RESOLUTION APPOINTING THREE COMMUNITY REPRESENTATIVE MEMBERS TO THE COMMUNITY ACTION AGENCY BOARD FOR THE 2-YEAR TERM BEGINNING DECEMBER 2010 (Community Action Agency)

*Forwarded to BCC with a favorable recommendation*

*Mover: Moss*

*Seconder: Sosa*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record. He noted a scrivener's error on handwritten page 2, needed to be corrected to add after numeral 5 "male" as the gender.*

*It was moved by Commissioner Moss that the Committee forward this proposed resolution to the BCC with a favorable recommendation. Chairwoman Sosa seconded this motion for discussion.*

*Chairwoman Sosa noted that she requested, from the Community Action Agency (CAA), the record of accomplishments for each of the candidates recommended to serve on the CAA Board.*

*Ms. Julie Edwards, CAA Director, informed the Committee members that background checks were conducted on all applicants who applied to serve as Community Representative on the CAA Board.*

*The Committee proceeded to vote on this proposed resolution as presented.*

3B

**110760 Resolution**

RESOLUTION AUTHORIZING COMMUNITY ACTION AGENCY TO SUBMIT HEAD START/EARLY HEAD START PROGRAM REFUNDING APPLICATION FOR THE APPROXIMATE AMOUNT OF \$54 MILLION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES AND AUTHORIZING THE EXTENSION OF DELEGATE AGENCY CONTRACTS FOR PROGRAM YEAR 2011-2012 (Community Action Agency)

*Forwarded to BCC with a favorable recommendation*

*Mover: Bell*

*Seconder: Moss*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*It was moved by Commissioner Bell that the Committee forward this proposed resolution to the BCC with a favorable recommendation. Commissioner Moss seconded this motion for discussion.*

*A discussion ensued among the Committee members regarding the County's annual funding match required by the Department of Human Services (HHS) and the potential reduction in the minimum federal match requirement to support the Head Start/Early Head Start Program (HS/EHS) by the County.*

*Following this discussion, Ms. Julie Edward, Director, Community Action Agency, provided an overview of the recommendation that the County Commission approve the refunding application and support the extension for the existing HS/EHS Program contracts, with the existing delegate agencies, for the 2011-2012 Program year.*

*The Committee proceeded to vote on this proposed resolution as presented.*

3C

**110685 Resolution**

RESOLUTION AUTHORIZING THE SALE OF A VACANT LAND PARCEL LOCATED AT LUCY STREET BETWEEN NW 9 AVENUE AND REDLAND ROAD IN FLORIDA CITY (FOLIO #16-7824-002-0110) TO THE FLORIDA CITY COMMUNITY REDEVELOPMENT AGENCY IN ACCORDANCE WITH FLORIDA STATUTE 125.38; AUTHORIZING THE WAIVER OF ADMINISTRATIVE ORDER 8-4 AS IT PERTAINS TO REVIEW BY THE PLANNING ADVISORY BOARD; AUTHORIZING THE EXECUTION OF COUNTY DEEDS FOR SUCH PURPOSE; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ACCOMPLISH THE CONVEYANCE OF SAID PROPERTY (Department of Housing and Community Development)

*Forwarded to BCC with a favorable recommendation*

*Mover: Moss*

*Seconded: Monestime*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*It was moved by Commissioner Moss that the Committee forward the foregoing proposed resolution to the BCC with a favorable recommendation. Commissioner Monestime seconded this motion for discussion.*

*Commissioner Moss asked staff to provide an explanation of the selling of the property at market value and that the property would no longer be subject to Community Development Block Grant (CDBG) requirements.*

*Mr. Howard Piper, Special Assistant to the County Manager, concurred with Commissioner Moss that the subject property was sold at fair market value. Therefore, he pointed out, the County did not need to adhere to CDBG requirements. He explained that the Florida City Community Redevelopment Agency (CRA) assured the County that this property would promote public and/or community welfare.*

*Chairwoman Sosa questioned if a reverter clause was part of this contract for the selling of land, advising that this land be sold for the benefit of the community. She indicated that this clause should not only be part of this contract, but also for all similar County contracts.*

*Assistant County Attorney Brenda Neuman advised the Committee members that an amendment was made to the County Manager's*

memorandum dated April 13, 2011, under the section entitled, "Track Record/Monitor" to add the following language to the first sentence:  
"...except the deed shall also include a restriction requiring that the property be used to promote the community's interest and welfare as required by Florida Statutes Section 125.38 and a right of re-entry or reverter for the benefit of the County."

In addition, Assistant County Attorney Neuman stated that the second sentence in this section would be deleted, if the Committee accepted the amendment.

Mr. Rick Stauts, Executive Director, Florida City (City) Community Redevelopment Agency (CRA), spoke in opposition to the reverter because the City paid the appraised market value for the subject property. He indicated, even though the City does not anticipate any reverter, in the event one occurred, the City should be refunded the purchase price.

Commissioner Moss expressed concern that the amendment was not appropriate because the City would pay the full price for the subject property.

Chairwoman Sosa agreed with Commissioner Moss, in terms of repayment of the full purchase price, and noted that the amendment read by the Assistant County Attorney Neuman could incorporate language to that effect.

Commissioner Bell agreed with the CRA Executive Director that the amendment should include repayment if the City did not fulfill the purpose of the CRA's mission.

A discussion ensued between Commissioner Monestime and Assistant County Attorney Neuman regarding Section 125.38 of the Florida Statutes that permitted the sale of County property to another municipality of the State, the State or Federal government, or not-for-profit corporations organized for that particular use, and no requirement for public notice, public hearing or competitive bidding process.

Commissioner Moss stated that he would not support the proposed amendment at this time. He suggested that County Commission, in the future, consider the amendment as a policy issue.

The Committee proceeded to vote on this proposed resolution as presented.

3D

**110297 Resolution**

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) FOR THE DISPOSITION OF A VACANT LAND PORTION OF CLAUDE PEPPER PUBLIC HOUSING DEVELOPMENT TO CONSTRUCT A PARKING LOT FOR THE UNIVERSITY PLAZA ELDERLY FACILITY; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, FOLLOWING US HUD'S APPROVAL, TO EXECUTE A GROUND LEASE WITH UNIVERSITY PLAZA PROPERTIES, INC., A NOT FOR PROFIT FLORIDA CORPORATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AMENDMENT TO THE ANNUAL CONTRIBUTIONS CONTRACT; AND AUTHORIZING GRANTING INGRESS/EGRESS AND TEMPORARY CONSTRUCTION EASEMENT TO UNIVERSITY PLAZA PROPERTIES, INC OVER A CERTAIN PORTION OF CLAUDE PEPPER PUBLIC HOUSING DEVELOPMENT FOLLOWING HUD'S APPROVAL OF THE GROUND LEASE [SEE SUBSTITUTE ITEM UNDER FILE NO. 110766] (Miami-Dade Public Housing Agency)

*Withdrawn*

**Report:** *See Agenda Item 3D Substitute, Legislative File No. 110766.*

3D Substitute

**110766 Resolution**

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) FOR THE DISPOSITION OF A VACANT LAND PORTION OF CLAUDE PEPPER TOWER PUBLIC HOUSING DEVELOPMENT TO CONSTRUCT A PARKING LOT FOR THE UNIVERSITY PLAZA ELDERLY FACILITY; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, FOLLOWING US HUD'S APPROVAL, TO EXECUTE A GROUND LEASE WITH UNIVERSITY PLAZA PROPERTIES, INC., A NOT FOR PROFIT FLORIDA CORPORATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AMENDMENT TO THE ANNUAL CONTRIBUTIONS CONTRACT; AUTHORIZING THE GRANTING OF AN INGRESS/EGRESS AND TEMPORARY CONSTRUCTION EASEMENT TO UNIVERSITY PLAZA PROPERTIES, INC. OVER A CERTAIN PORTION OF CLAUDE PEPPER TOWER PUBLIC HOUSING DEVELOPMENT FOLLOWING US HUD'S APPROVAL OF DISPOSITION APPLICATION AND GROUND LEASE; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH UNIVERSITY PLAZA PROPERTIES, INC. FOR THE CONSTRUCTION OF APPROXIMATELY THIRTY-FIVE PARKING SPACES FOR THE RESIDENTS OF CLAUDE PEPPER TOWERS PUBLIC HOUSING DEVELOPMENT AND THEIR GUESTS AND REPAIR OR REPLACEMENT OF SECURITY CAMERAS FOLLOWING HUD'S APPROVAL OF THE DISPOSITION APPLICATION AND THE GROUND LEASE (Miami-Dade Public Housing Agency)

*Forwarded to BCC with a favorable recommendation*

*Mover: Moss*

*Seconder: Monestime*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Chairwoman Sosa provided an overview of how the proposed substitute differed from the original version, highlighting the following points:*

- 1) Inclusion of a License Agreement with University Plaza to permit the construction of approximately 35 parking spaces for the residents of Claude Pepper Towers and their guests;*
- 2) Agreement by University Plaza to repair or replace four of the existing security cameras serving Claude Pepper Tower, and*
- 3) Termination of University Plaza's agreement to construct and maintain fencing and landscaping*

enhancements around the leased property.

Chairwoman Sosa asked for an explanation on whether removal of the fence would cause security issues and/or create a significant reduction in the green space due to the creation of additional parking spaces.

In response to Chairwoman Sosa's question, Mr. Gregg Fortner, Executive Director, Miami-Dade Public Housing Agency, indicated that the landscaping in the original plan designated 32 employee parking spaces in the University Plaza Elderly facility, surrounded by a fence. He stated that the substitute resolution integrated the employee parking into the whole site plan for this facility.

Mr. Ethan Wasserman, 201 South Biscayne Boulevard, attorney representing the University Plaza Properties, Inc., appeared before the Committee and provided an overview of the site plans for the Claude Pepper Public Housing Development and the University Plaza Elderly facility.

In response to Commissioner Moss' question regarding the timeframe for the development of this site, Mr. Wasserman stated that the site plan's approval for the facility was already in place and Phase I of this project was scheduled for completion in one year.

The Committee proceeded to vote on this proposed resolution as presented.

3E

**110701 Resolution**

RESOLUTION SUPPORTING WAL-MART STORES EAST, LP FOR A STATE OF FLORIDA BROWNFIELD REDEVELOPMENT BONUS REFUND PURSUANT TO FLORIDA STATUTES § 288.107 WHILE OPTING OUT OF THE LOCAL MATCH AND FURTHER PROVIDING FOR AN EFFECTIVE DATE (Ofc of Economic Development & International Trade)

*Forwarded to BCC with a favorable recommendation*

*Mover: Monestime*

*Seconder: Bell*

*Vote: 5-0*

*Absent: District 13-Vacant*

**Report:** See Report under Agenda Item 1G4, Legislative File No. 110727.

3F

**110112 Resolution**

RESOLUTION APPROVING IMPLEMENTING ORDER 3-55 FOR THE DEVELOPMENT OF A GREEN BUSINESS CERTIFICATION PROGRAM (SEE AGENDA ITEM NO. 1G1) (Office of Sustainability)

*Amended*

**Report:** *See Agenda Item 3F Amended, Legislative File 110894 for the amended version.*

3F AMENDED

**110894 Resolution**

RESOLUTION APPROVING IMPLEMENTING ORDER FOR THE DEVELOPMENT OF A GREEN BUSINESS CERTIFICATION PROGRAM [SEE ORIGINAL ITEM UNDER FILE NO. 110112] [SEE AGENDA ITEM NO. 110895] (Office of Sustainability)

*Forwarded to BCC with a favorable recommendation with committee amendment(s)*

*Mover: Moss*

*Secunder: Monestime*

*Vote: 4-0*

*Absent: Barreiro, District 13-Vacant*

**Report:** *Chairwoman Sosa asked that the County Manager's memorandum dated April 13, 2011 for Agenda Item 1G1 and the accompanying resolution Agenda Item 3F be amended to delete the following language: "A GBC Program Coordinator may be required in the future as the program matures and more businesses participate," under the section entitled, "Fiscal Impact/Funding Source.*

*It was moved by Commissioner Moss that the Committee forward the foregoing proposed resolution and the accompanying ordinance Agenda Item 1G1, Legislative File No. 110088 to the Board of County Commissioners (BCC) with a Committee amendment to delete the following language from the April 13, 2011, County Manager's memorandum, "A GBC Program Coordinator may be required in the future as the program matures and more businesses participate". This motion was seconded by Commissioner Monestime, and upon being put to a vote, passed by a vote of 4-0 (Commissioner Barreiro was absent).*

*NOTE: See Report under Agenda Item 1G1 Amended, Legislative File No. 110895.*

3G

**110840 Resolution**

Rebeca Sosa

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE CRUISE TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CARNIVAL CORPORATION; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS THEREIN (Seaport Department)

*Forwarded to BCC with a favorable recommendation*

*Mover: Moss*

*Seconder: Monestime*

*Vote: 3-0*

*Absent: Barreiro, District 13-Vacant, Bell*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing proposed resolution into the record.*

*Mr. Bill Johnson, Director, Seaport Director, explained that this proposed resolution would authorize an amendment to the existing Cruise Terminal Agreement between Miami-Dade County ("County") and Carnival Corporation ("Carnival"). He informed the Committee members that Carnival would make Miami the Home Port for a new vessel called the "Breeze" for minimum of two (2) years, through Fiscal Year 2014; and this or another vessel, in the Dream-class, through September 2018.*

*The Committee proceeded to vote on this proposed resolution as presented.*

*Chairwoman Sosa commended Mr. Juan Kuryla, Deputy Port Director, on his leadership on this item.*

*Assistant County Attorney Smith informed the Committee of a scrivener's error on handwritten Page 3, of the County Manager's memorandum dated April 13, 2011, entitled, "Resolution authorizing Execution of Amendment No. 2 to Cruise Terminal Agreement between Miami-Dade County and Carnival Corporation" in the second bullet that should be corrected to read: "Exhibit C" instead of "Exhibit B."*

*Chairwoman Sosa requested staff to prepare the appropriate memorandum asking the Board of County Commission (BCC) Chairman Joe A. Martinez to waive the Board's Rules and Procedures to allow this proposed resolution to be considered at the May 3, 2011, BCC meeting.*

**4 COUNTY MANAGER**

**5 COUNTY ATTORNEY**

**6 CLERK OF THE BOARD**

6A

**110734 Report**

CLERK'S SUMMARY OF MINUTES FOR THE  
ECONOMIC DEVELOPMENT AND SOCIAL SERVICES  
COMMITTEE MEETING(S): JANUARY 12, 2011 (Clerk of  
the Board)

*Approved*  
*Mover: Moss*  
*Seconder: Monestime*  
*Vote: 5-0*  
*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the  
foregoing report into the record.*

*Hearing no questions or comments, the Committee  
proceeded to vote on this report as presented.*

**7 REPORTS**

7A

**110196 Report**

REVIEW OF COMMUNITY ACTION AGENCY  
OPERATIONS (Commission Auditor)

*Report Received*  
*Mover: Monestime*  
*Seconder: Sosa*  
*Vote: 5-0*  
*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the  
foregoing report into the record.*

*Hearing no questions or comments, the Committee  
proceeded to vote on this report as presented.*

7B

110251 Report

Rebeca Sosa

MONTHLY PROGRESS REPORT ON THE PORT OF  
MIAMI TUNNEL

*Report Received*

*Mover: Monestime*

*Seconder: Sosa*

*Vote: 5-0*

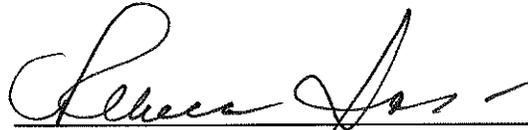
*Absent: District 13-Vacant*

**Report:** *Assistant County Attorney Terrence Smith read the foregoing report into the record.*

*Hearing no questions or comments, the Committee proceeded to vote on this report as presented.*

## 8 ADJOURNMENT

**Report:** *Hearing no further business to come before the Committee, the meeting adjourned at 11:37 a.m.*



Rebeca Sosa, Chair



# Memorandum



**Date:** April 13, 2011

**To:** Honorable Chairperson and Members  
Economic Development & Social Services  
Committee

**From:** Alina T. Hudak  
County Manager

**Subject:** Requested Changes to the  
Economic Development & Social Services  
Committee Agenda

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## Additions

2A Substitute

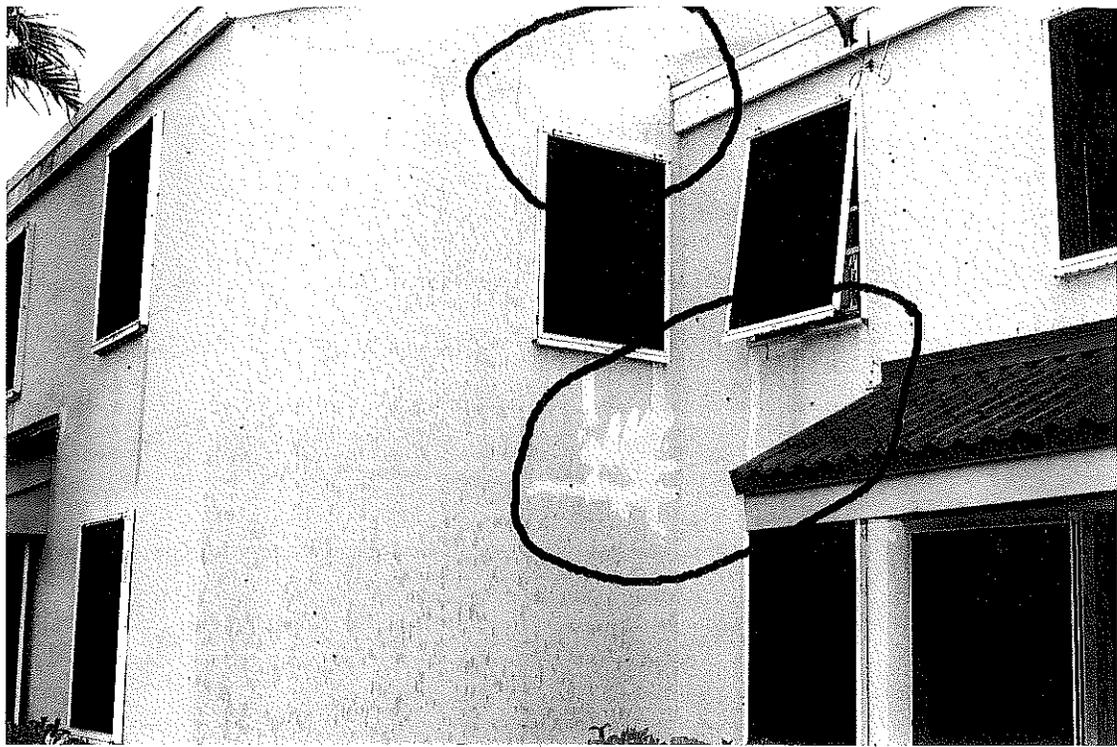
Barbara J. Jordan

**110835** RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S DESIGNEE TO REVIEW WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) THE FEASIBILITY OF DELEGATING CERTAIN OF THE COUNTY'S HEAD START RESPONSIBILITIES TO M-DCPS, TO DEVELOP A PLAN FOR SUCH DELEGATIONS AND REQUIRE A REPORT TO THE COUNTY COMMISSION ON THESE MATTERS [SEE ORIGINAL ITEM UNDER FILE NO. 110728]

3G

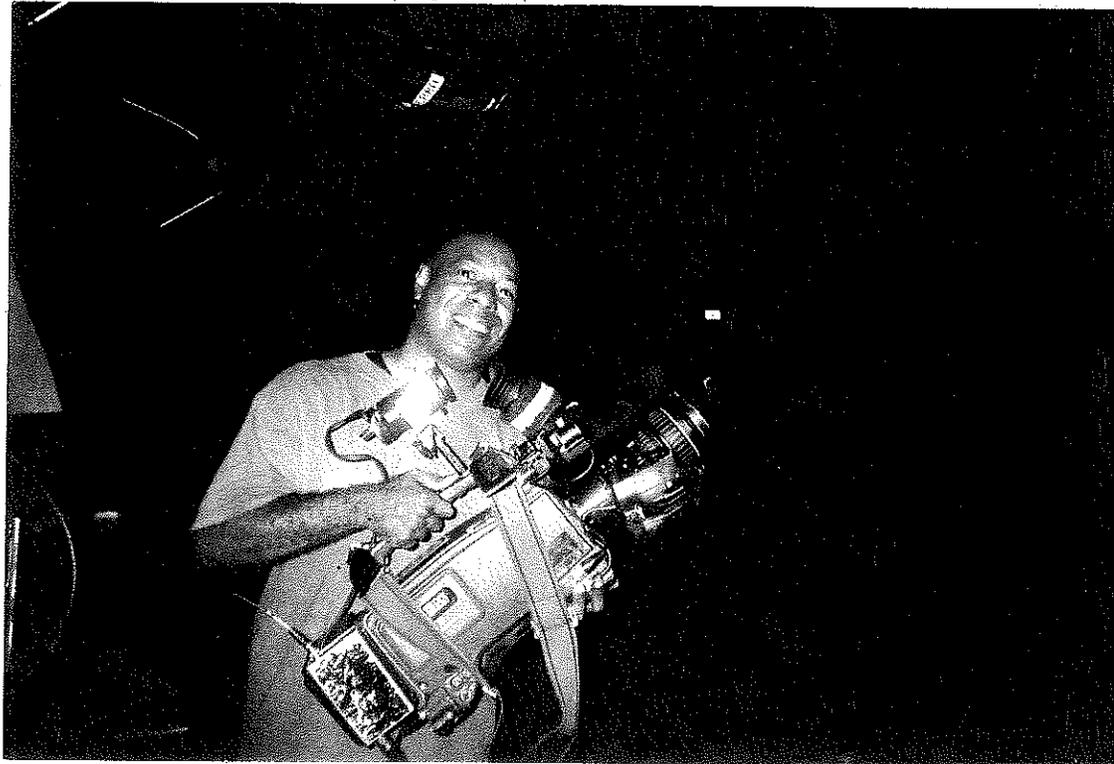
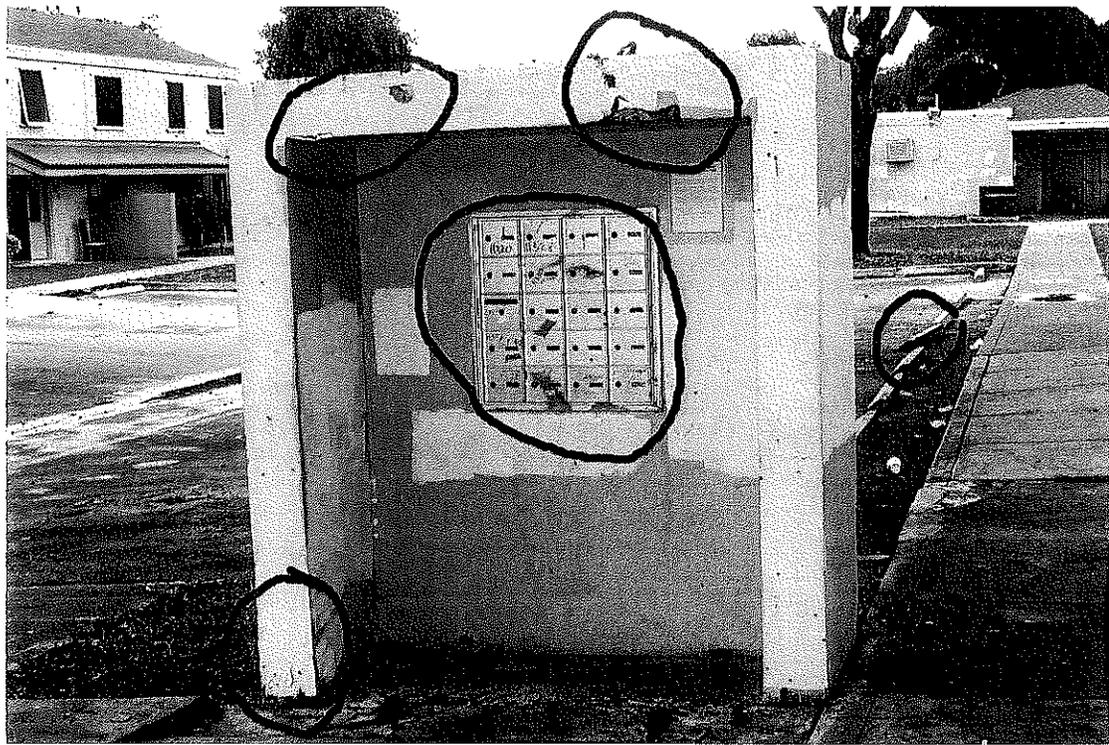
Rebeca Sosa

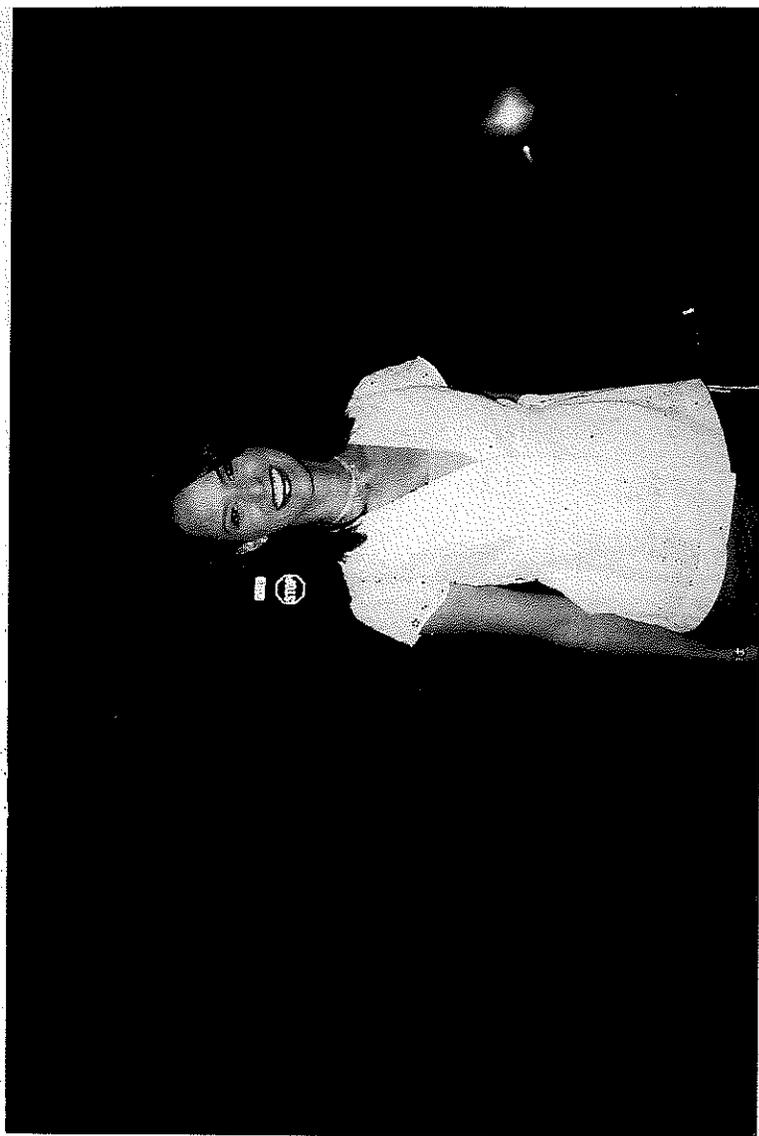
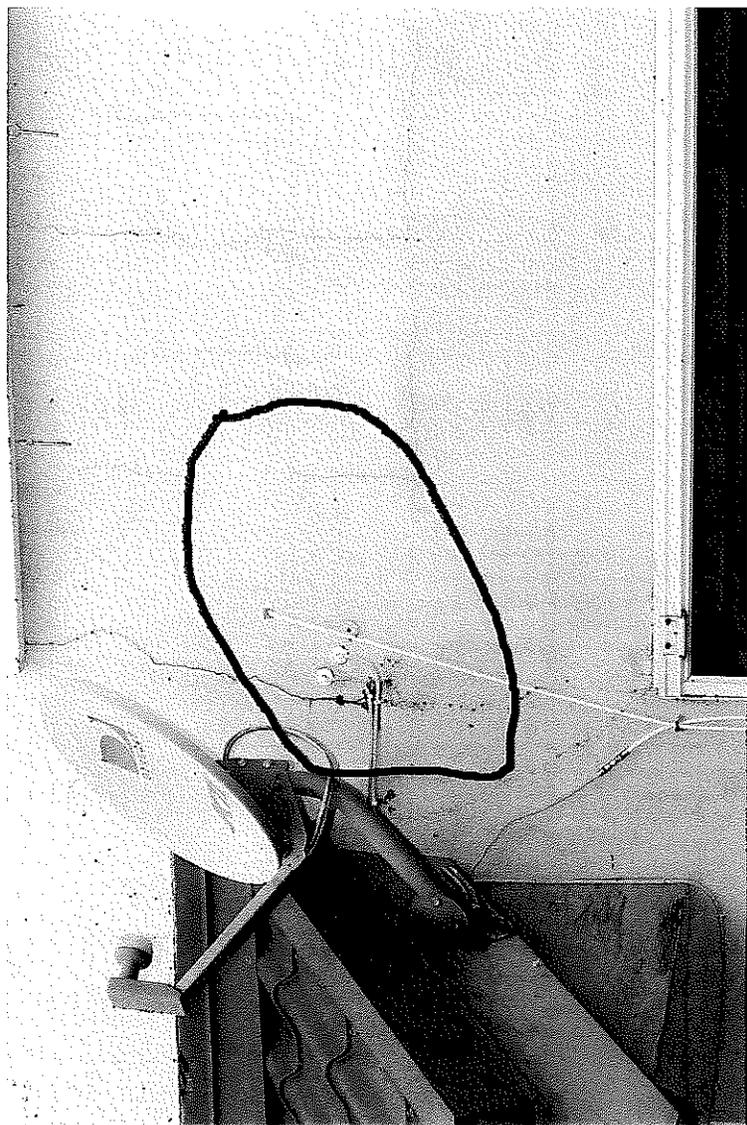
**110840** RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE CRUISE TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CARNIVAL CORPORATION; AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS THEREIN (Seaport Department)

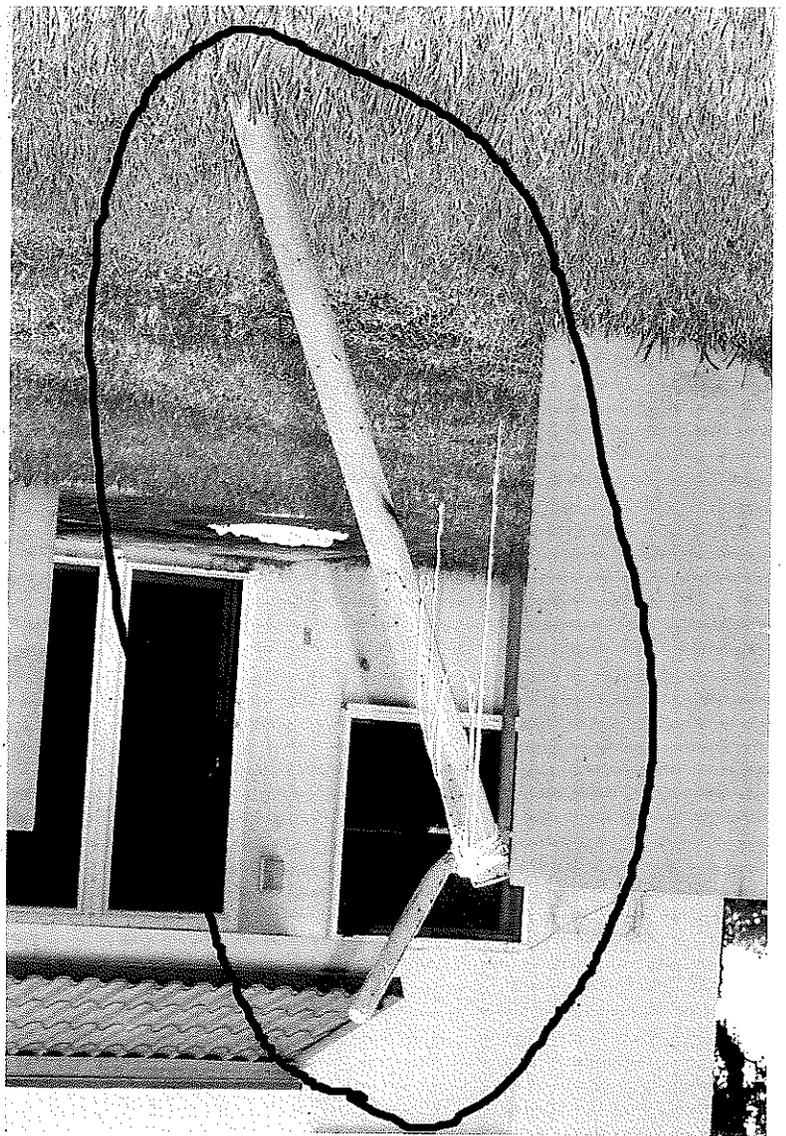
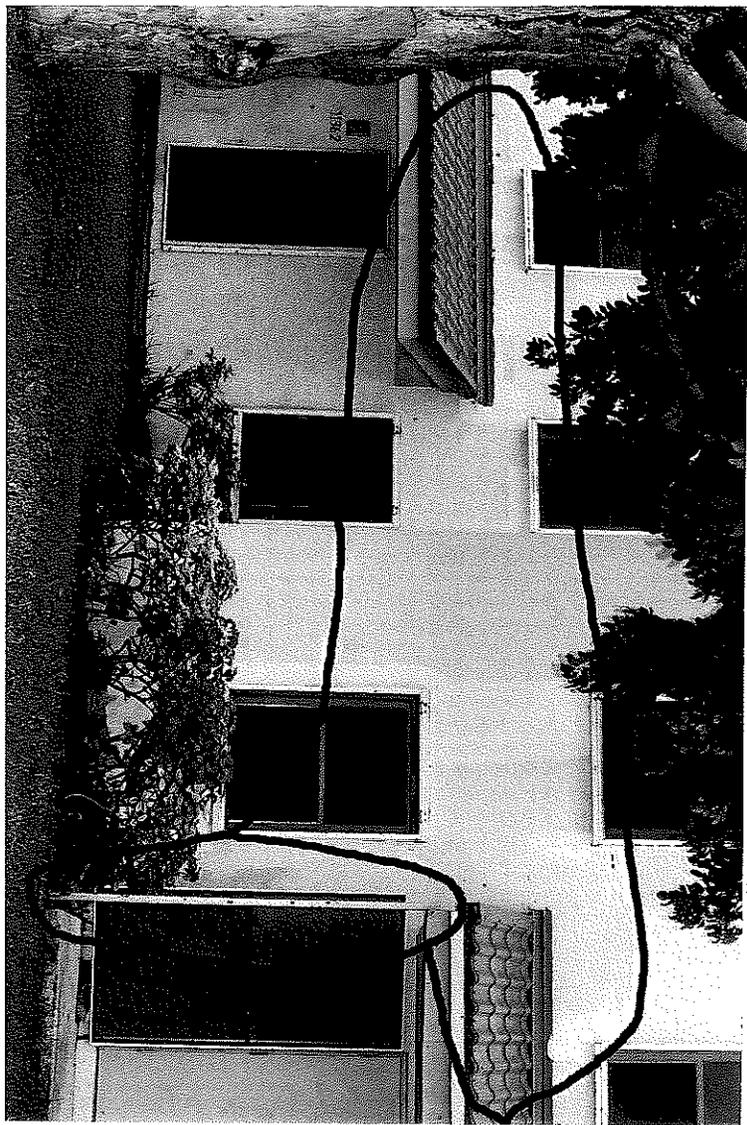


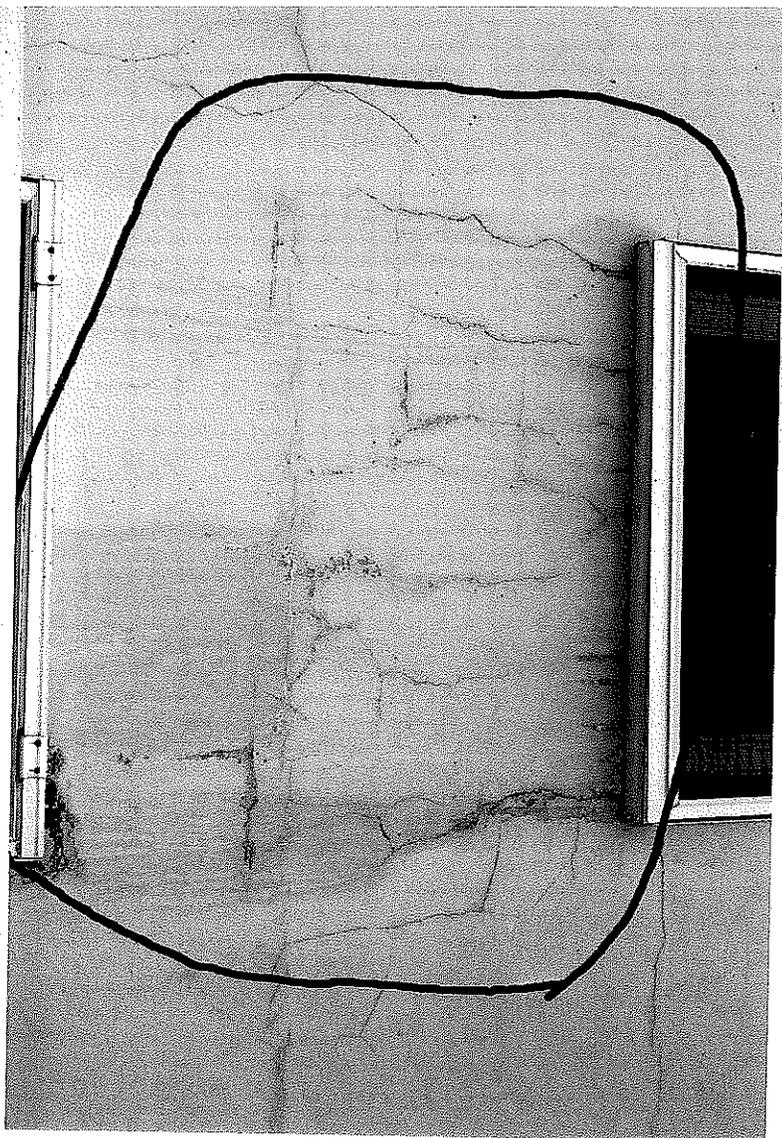
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By the Clerk for the record

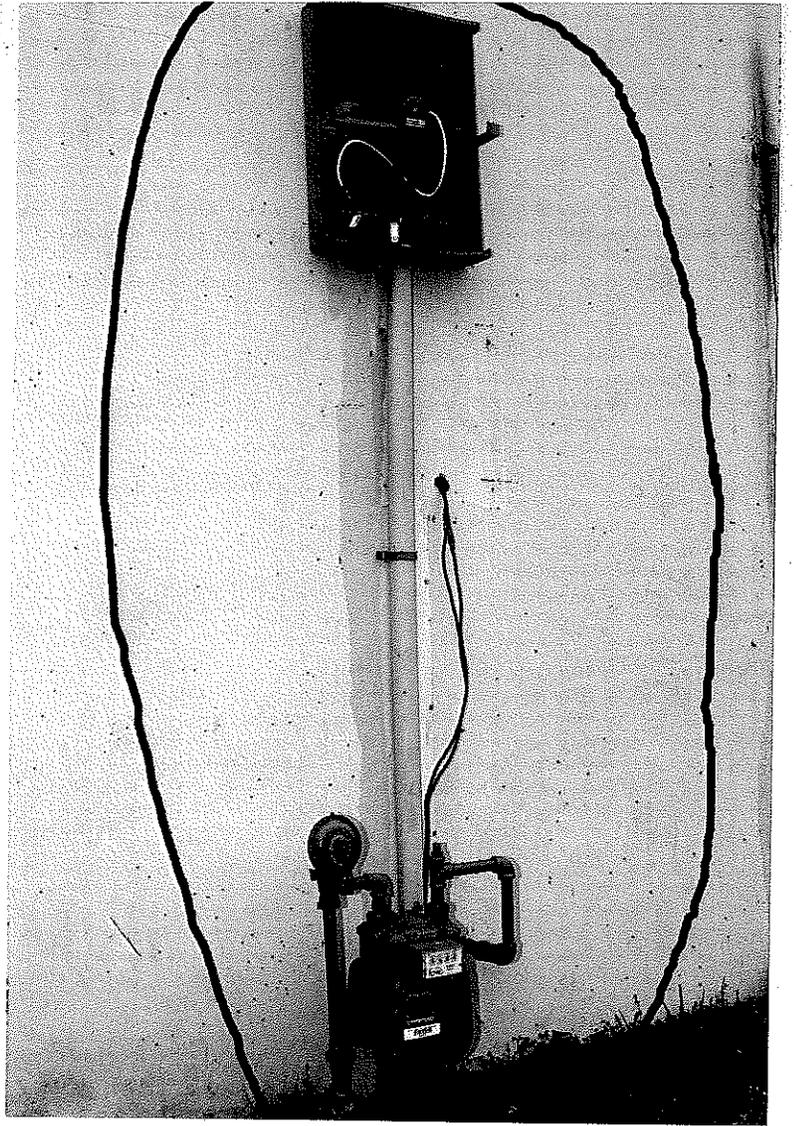
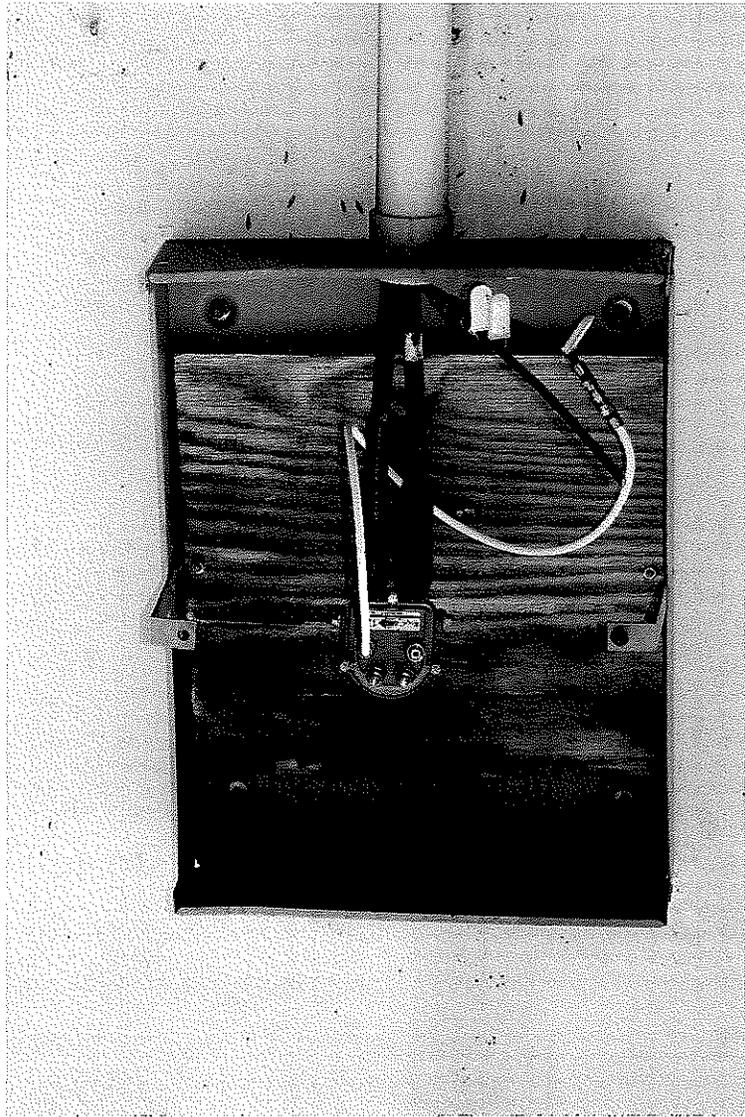
Item 151  
Exhibit 2  
Meeting 4/2/04-EDS

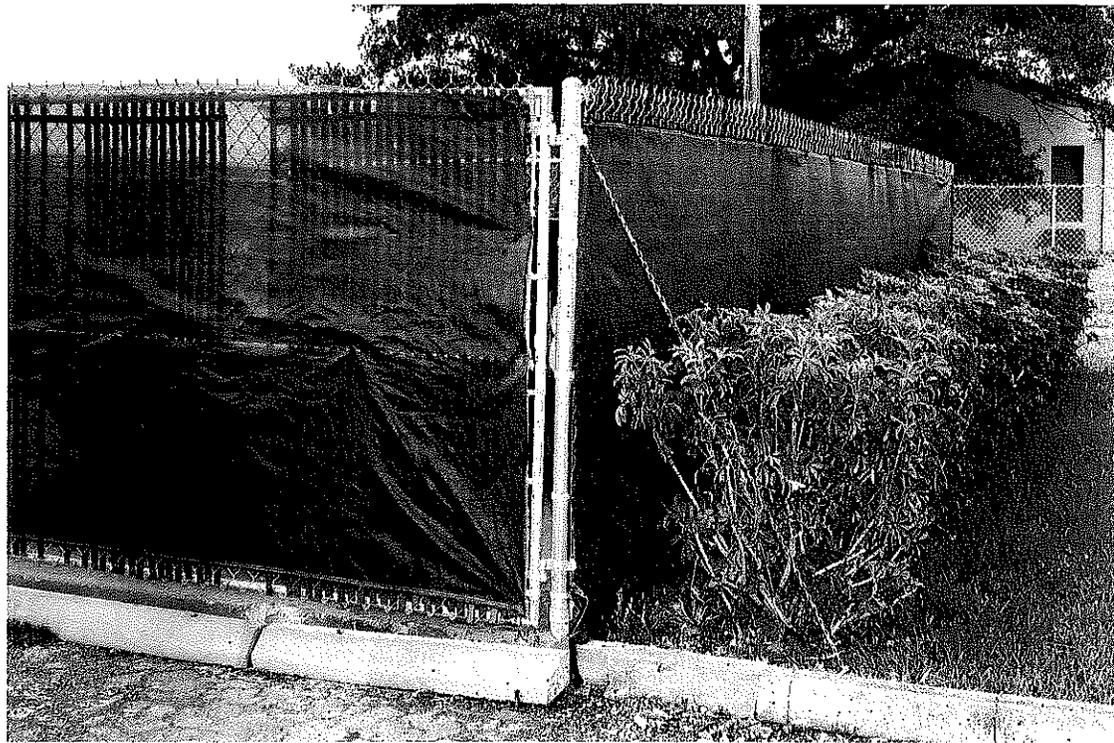


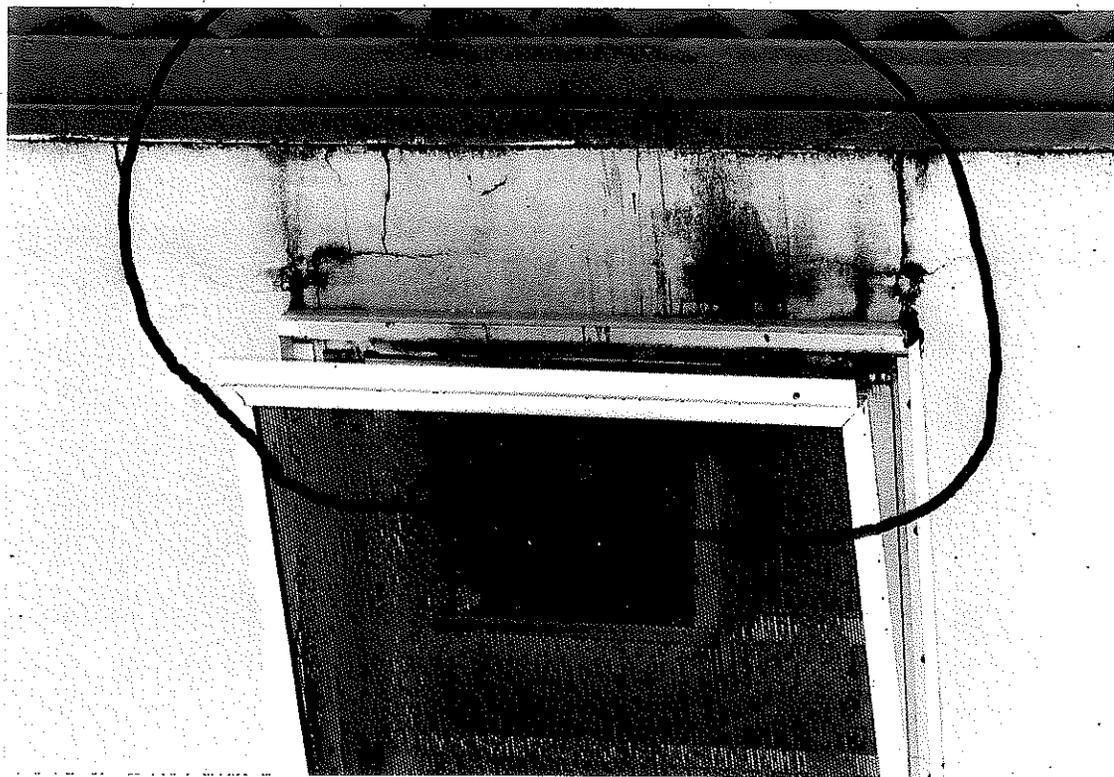
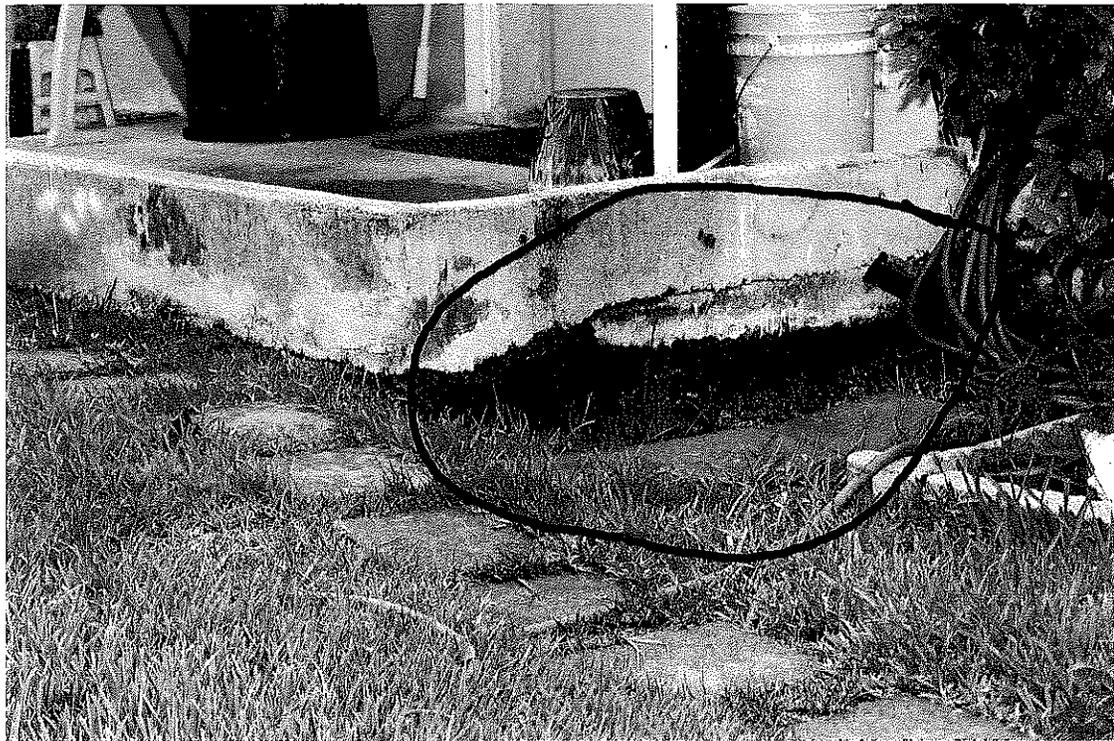


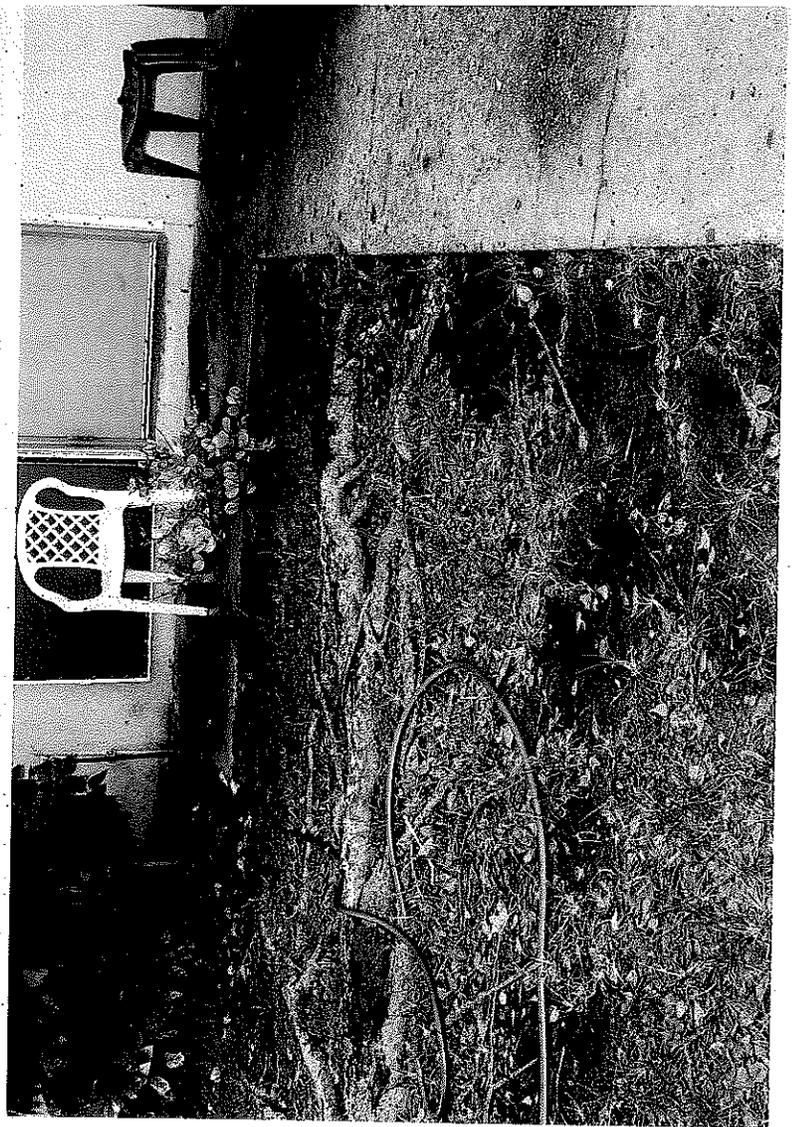
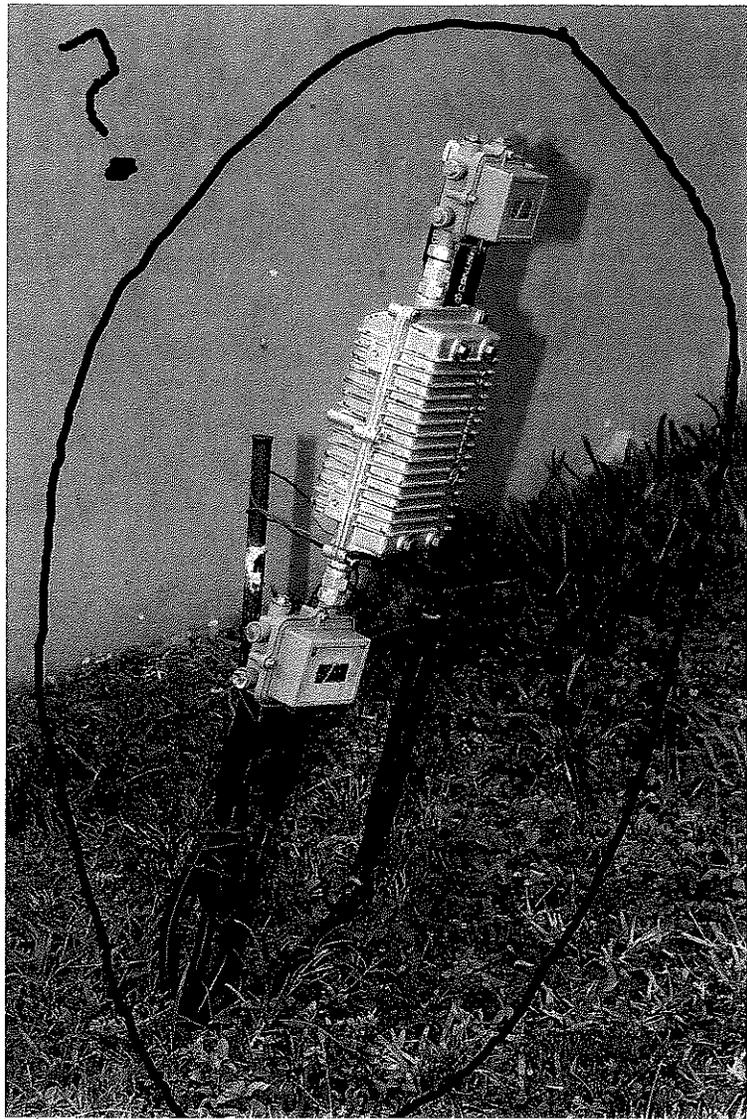




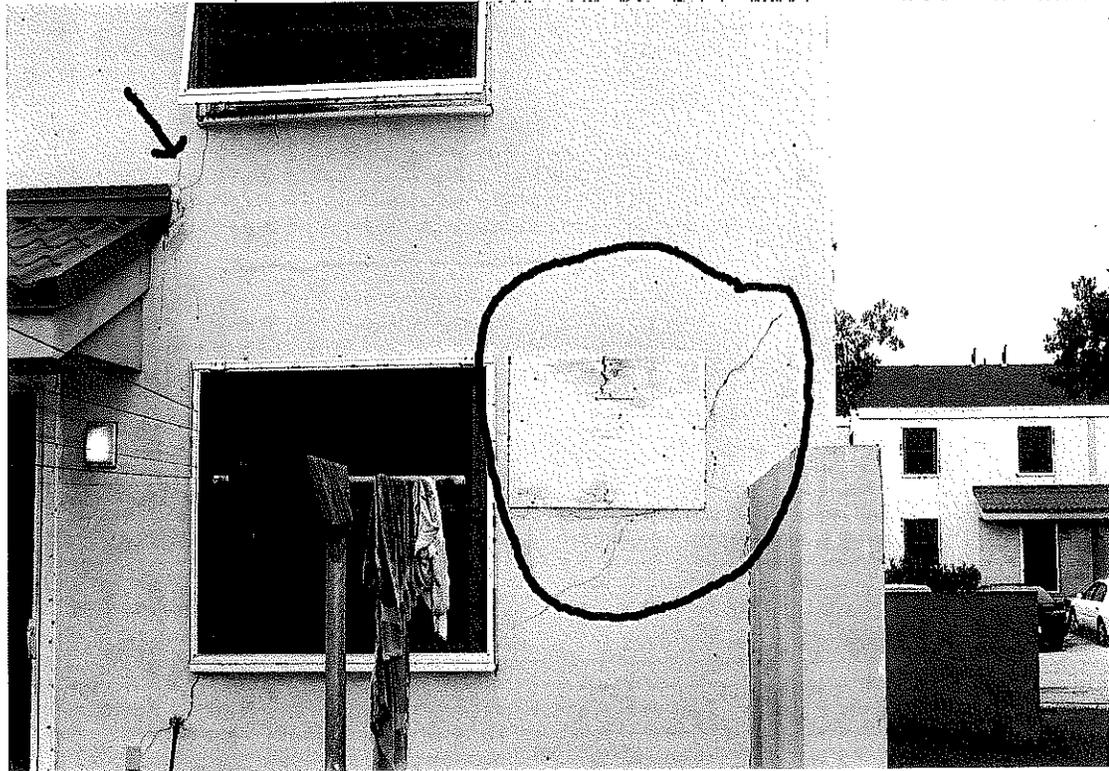


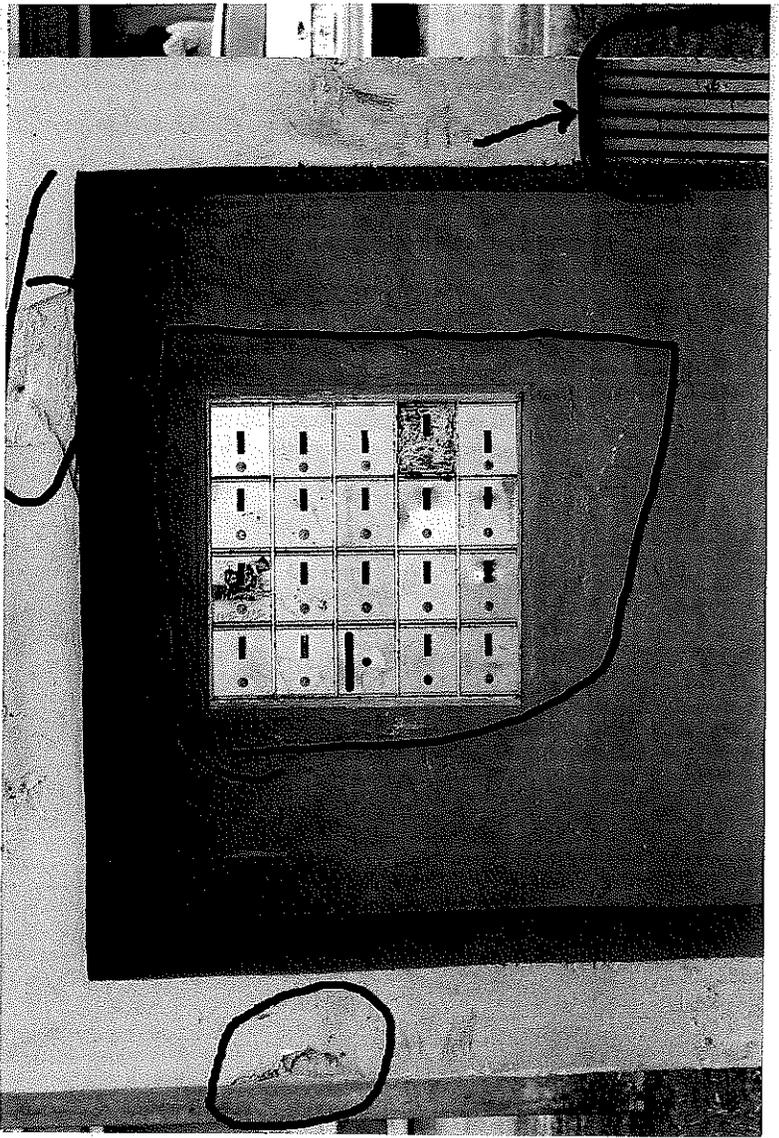
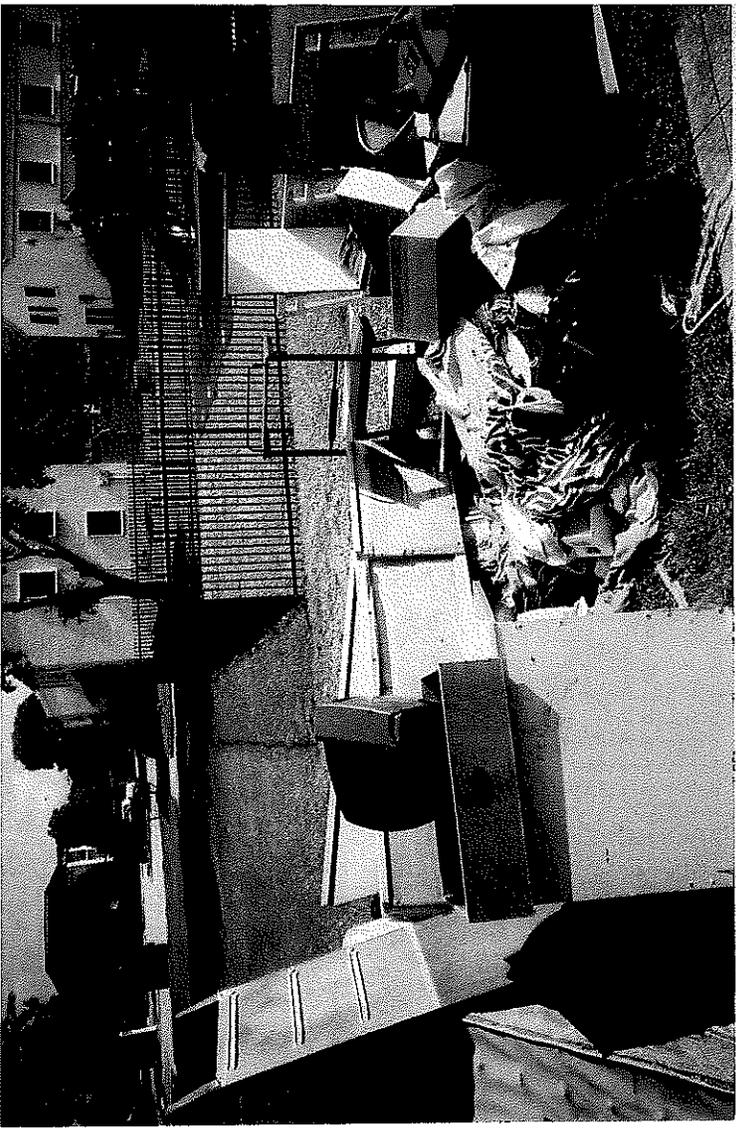


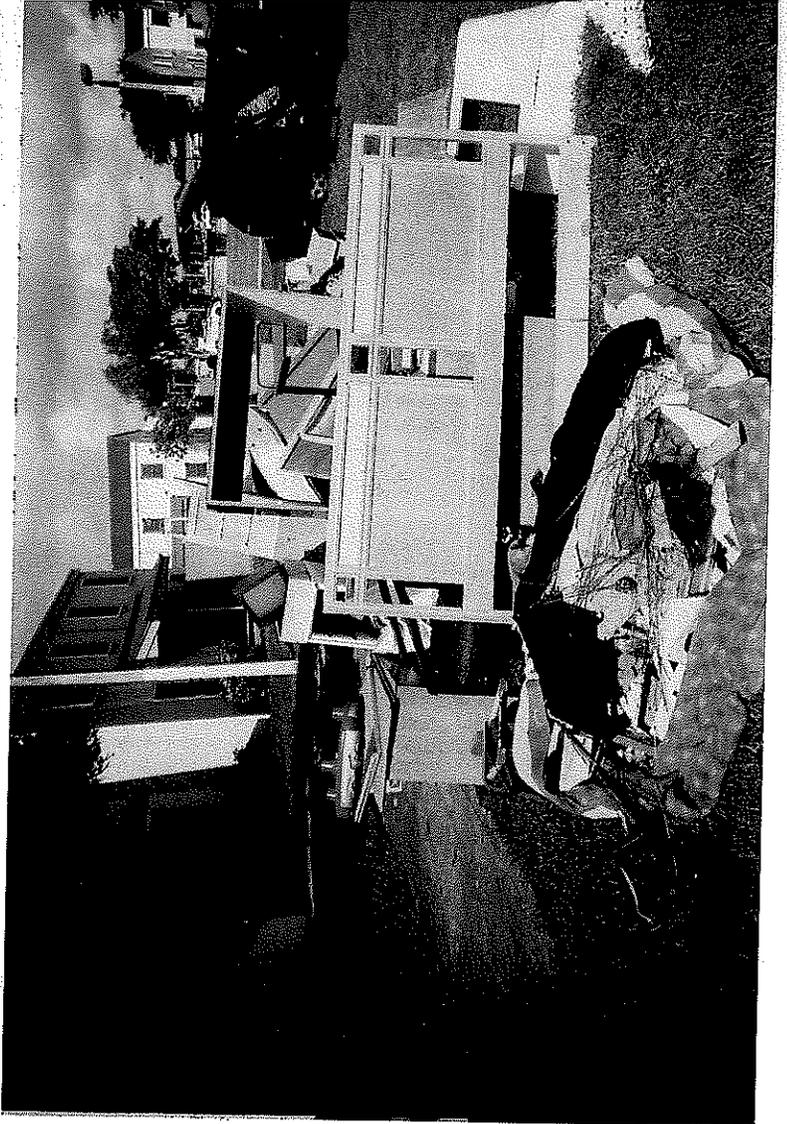


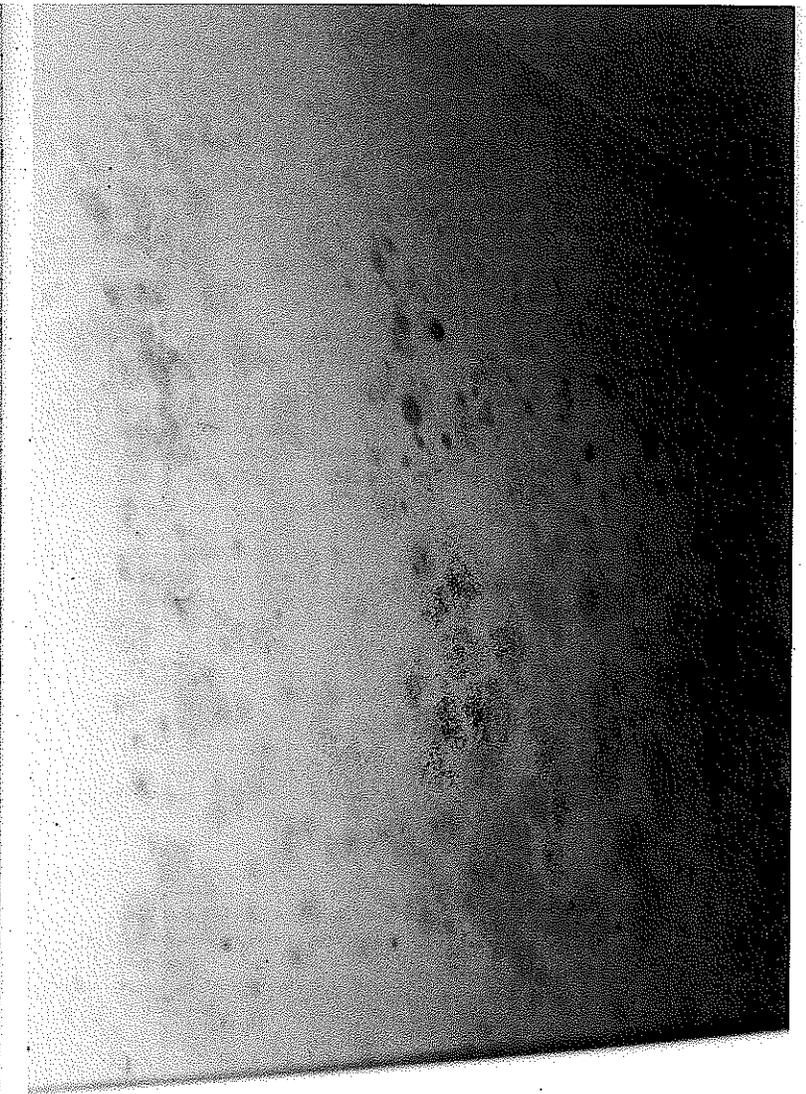
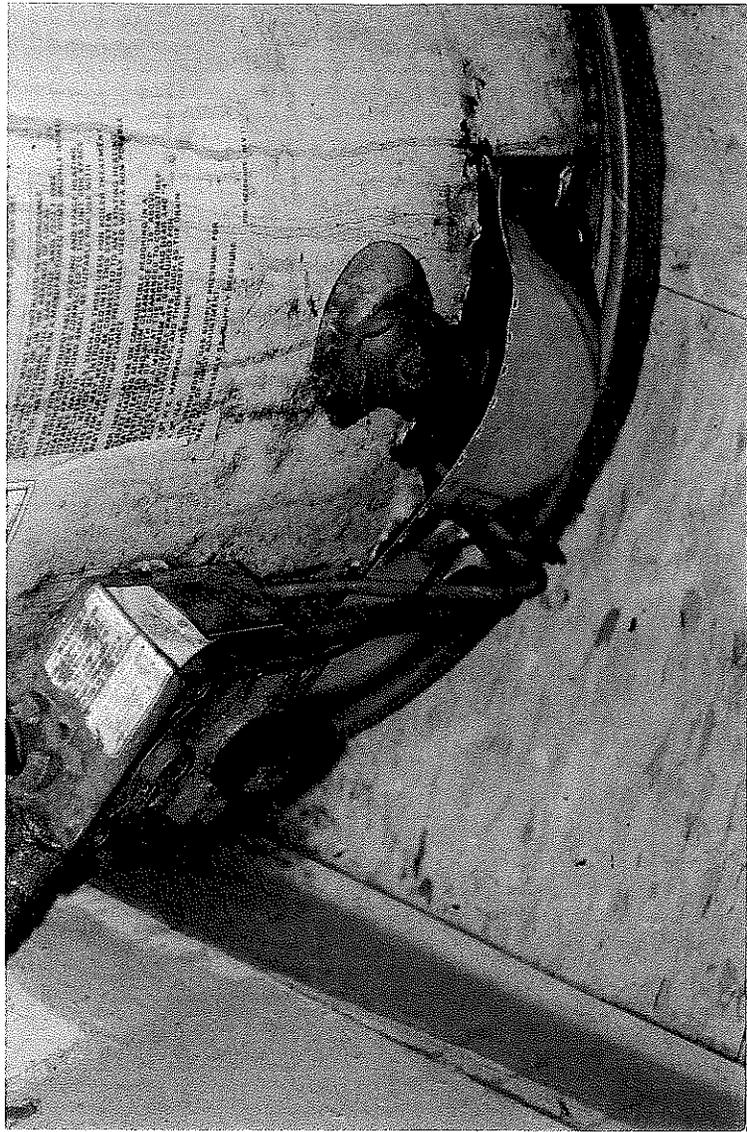


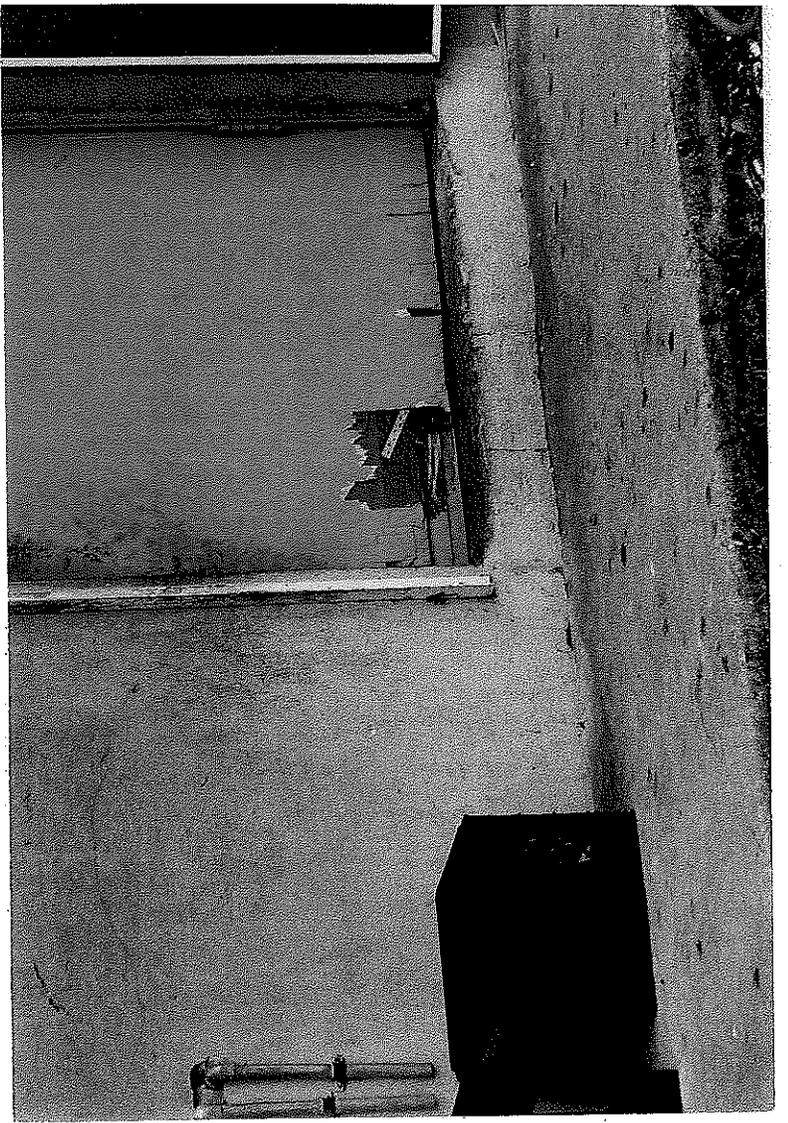


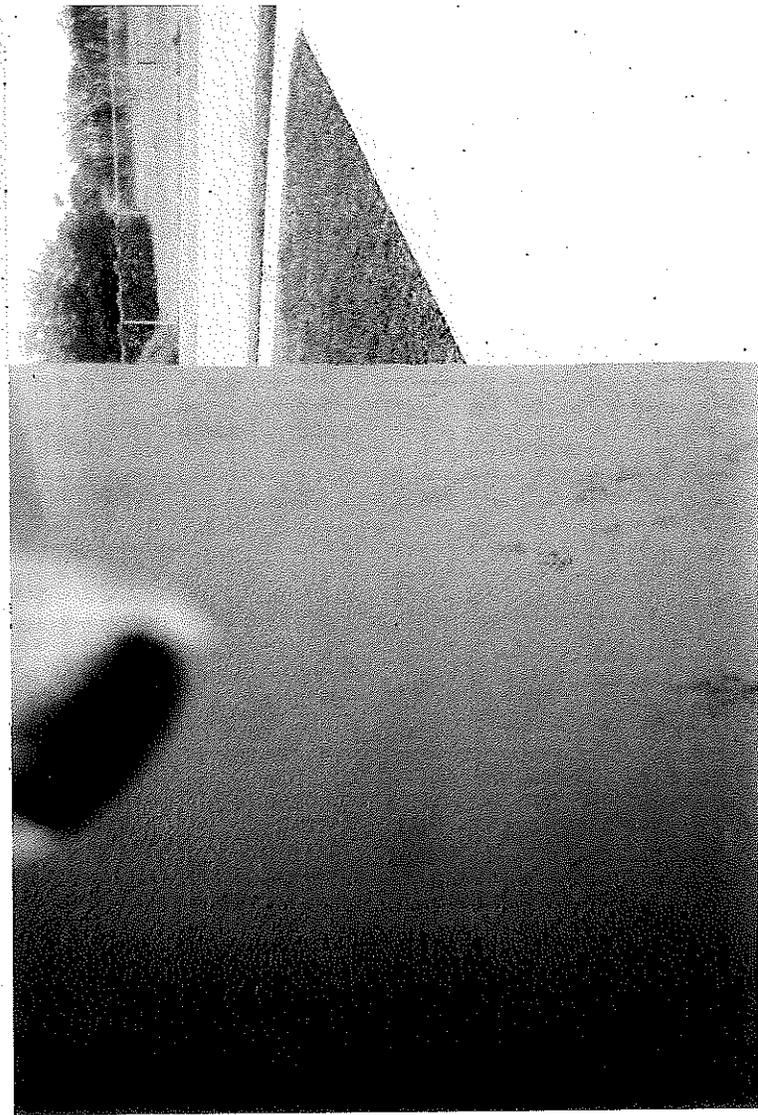
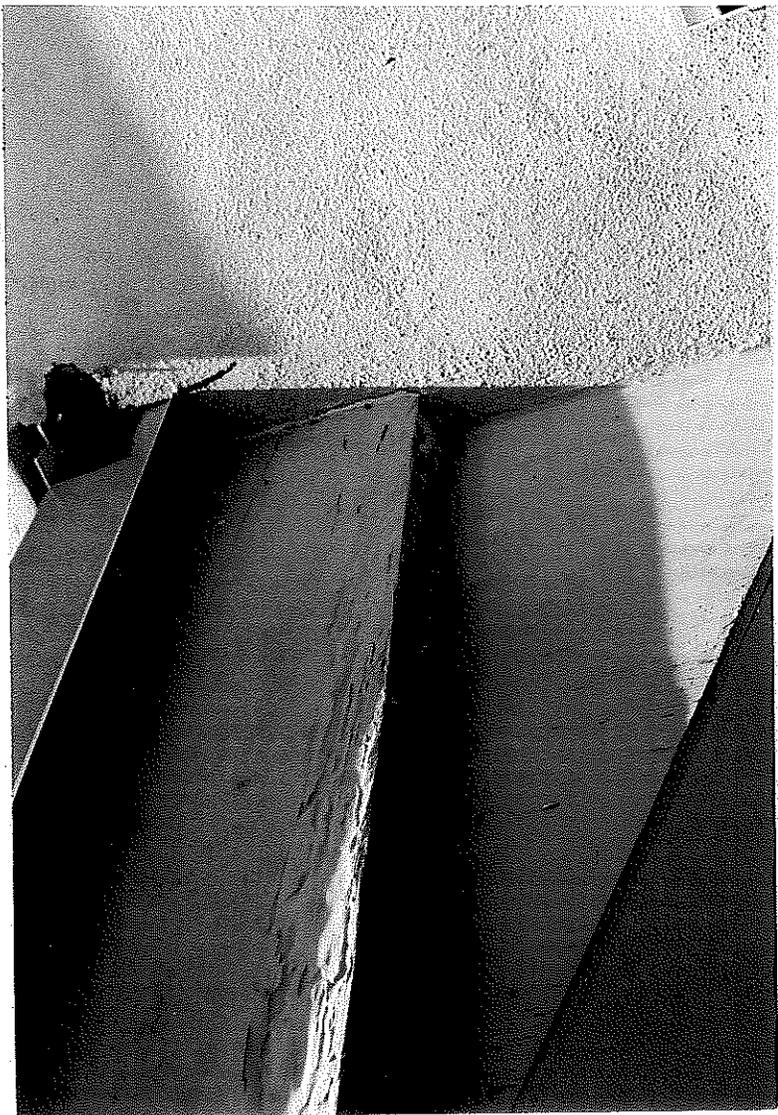


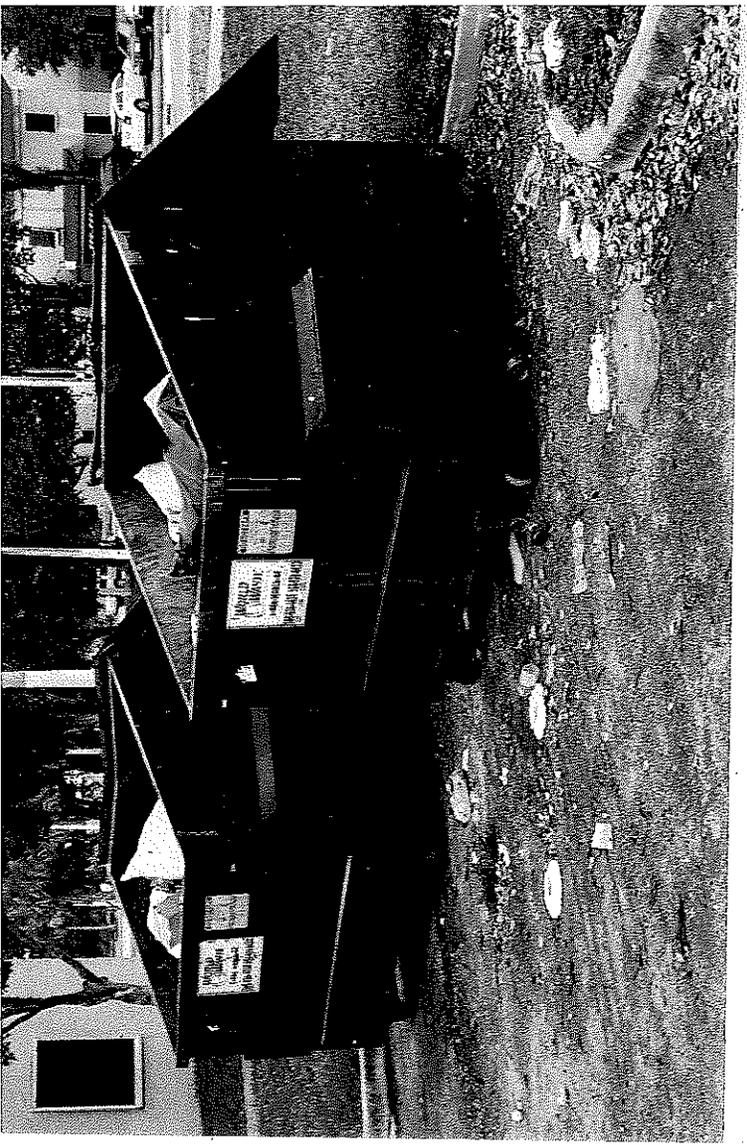












# MEMORANDUM

EDSS  
Agenda Item No. 1(G)1

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

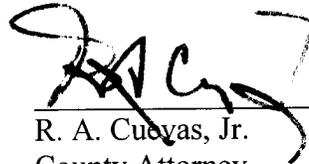
**DATE:** April 13, 2011

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

**SUBJECT:** Ordinance authorizing the  
creation of the Miami-Dade  
County Green Business  
Certification Program

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The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



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R. A. Cuevas, Jr.  
County Attorney

RAC/up

# Memorandum

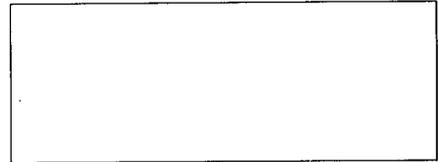


**Date:**

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

**From:** George M. Burgess  
County Manager

**Subject:** Ordinance Creating the Miami-Dade Green Business Certification Program



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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached ordinance that would create Section \_\_\_\_\_ of the Code of Miami-Dade County, creating a voluntary Miami-Dade County Green Business Certification (GBC) Program, in line with green jobs and green economy recommendations of the Climate Change Advisory Task Force, Mayor's Sustainability Advisory Committee, and requested by the local business community.

## **Scope**

The GBC Program will benefit businesses countywide. The program is available, on a voluntary basis, to all local Miami-Dade businesses.

## **Fiscal Impact/Funding Source**

The GBC Program will be implemented utilizing existing resources, and specifically through the collaborative efforts of the Department of Environmental Resources Management, Office of Sustainability and Office of Economic Development and International Trade. A GBC Program coordinator may be required in the future as the program matures and more businesses participate.

This program is a free service. There is no cost to businesses who wish to participate in the program and achieve certification.

## **Track Record/Monitor**

This program will be managed by the Office of Sustainability.

## **Background**

Local businesses and industries that drive Miami-Dade's economy can contribute to a more sustainable community through the choices made in the procurement of raw materials and supplies; in how they operate their businesses; and in the goods and services they produce. And, operating a business in an environmentally-friendly way is becoming more important because consumers are increasingly making choices based on environmental factors. Incorporating good environmental business policies can favorably affect the bottom line in the following ways:

- Financially: Businesses can immediately save money
- Marketing: Businesses can promote your business as being green
- Social Responsibility: Customers know that businesses are doing their part

The Miami-Dade Green Business Certification (GBC) program has been developed to help local enterprises maximize their social, ecological and financial performance. The voluntary program aims to help businesses become more resource-efficient with energy and water use, raw materials and waste production. The program offers Miami-Dade business an opportunity to examine their current business practices and implement green initiatives that would save money and increase their marketability while contributing to the protection of our natural resources. The GBC Implementing Order is provided as a companion item.

The GBC Program will complement existing County programs and incentives that assist local businesses in becoming more energy efficient and that create green jobs locally. Such programs include the County's Renovation for Energy Efficiency Loan (REEL) program which is offering up to \$1.5 million in competitive revolving loan funds to all business that expend a lot of energy and commit to reductions; the expedited review process offered by the Building and Neighborhood Compliance Department for commercial, industrial and residential green building-certified projects; and, the Targeted Jobs Incentive Fund (TJIF) which provides additional incentives for relocating or expanding qualifying businesses in targeted industries, as well as start-ups when they are located in LEED-certified buildings or engage in green business practices. Updates to the TJIF Program are provided as a companion item at committee and second reading before the Board.



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Assistant County Manager



# MEMORANDUM

(Revised)

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

**DATE:** January 20, 2011

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

**SUBJECT:** Agenda Item No. 4(B)

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(B)

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AUTHORIZING THE CREATION OF THE MIAMI-DADE COUNTY GREEN BUSINESS CERTIFICATION PROGRAM; PROVIDING FOR PURPOSE, STANDARDS AND CRITERIA, REQUIRED AND RECOMMENDED PRACTICES, SELF-AUDIT APPLICATIONS, AND EVALUATION PROCESS; 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 \_\_\_\_\_ of the Code of Miami-Dade County is created to read as follows:

**Sec. . Creation of Green Business Certification Program**

The Miami-Dade County Office of Sustainability is hereby authorized to create a Miami-Dade County Green Business Certification Program (Program) for the purpose of encouraging and recognizing businesses that conserve natural resources, such as water, electricity and fuel; reduce, reuse and recycle materials; reduce the use of hazardous materials and generation of hazardous waste; and take affirmative steps to prevent pollution.

**Sec. . Standards and Criteria for Certification**

The Green Business Certification Program shall be voluntary and target the various business sectors operating in the county; including but not limited to, restaurants, garment cleaning, dental practices and retail offices.

In developing program standards and criteria for the various business sectors, the Office of Sustainability shall consult

with the Department of Environmental Resources Management, the Department of Solid Waste Management, the Miami-Dade Water and Sewer Department, and the Office of Economic Development and International Trade, and may consult with other relevant federal, state, regional and local agencies and departments, as well as consider industry best management practices and the feedback from interested stakeholders. In addition to program standards and criteria, a business must be in compliance with all applicable permits, licenses and regulations in order to qualify for certification as a Green Business.

### **Sec. . Application and Evaluation Process**

Certification as a Green Business will require a business to submit an application involving an initial self-audit to assess compliance with required and recommended certification practices established for that business sector. These certification practices shall address waste reduction, energy conservation, water conservation, pollution prevention, transportation, communication and education, and carbon footprint savings, as applicable. The Program shall provide reference guides to assist businesses in the performance of self-audits.

After receipt of an application with a completed self-audit, the Program team shall conduct an onsite assessment to confirm the accuracy of the self-audit, which may include requests for the business to provide supporting documentation. A business will only be certified as a Green Business if it is in compliance with all required practices, meets the minimum thresholds and standards of the Green Business Certification Program, and is in compliance with all applicable local, state and federal regulations. In addition, a certified business will also receive a total scoring based upon the number of required and recommended practices it satisfies.

Section 2. 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 3. 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 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. 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.

Section 6. This ordinance shall stand repealed \* year(s) from its effective date.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:



Robert A. Duvall

Prime Sponsor:

Commissioner Rebeca Sosa

# AGAINST Speaker's Card (For Public Hearing Items Only)

Today's Date: 4-13-2011 BCC Mtg. Date: \_\_\_\_\_ Agenda Item#: 1G3

Subject: Housing

Name: Jessie Harris

Address: 200 n.w. 55th Street

**Lobbyist information:** (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization?  Yes  No

If yes, please list name: \_\_\_\_\_  
Organization Firm Client

Have you registered with the Clerk of the Board?  Yes  No

Do you require an interpreter?  
 Necesita un intérprete?  Spanish/Español  Eske w bezwen yon Entèprèt?  Creole/Kreyol

## INFORMATION

### Speaker's Card

(For Appearance Before the Board of County Commission)

Today's Date 4/13/11 BCC Mtg. Date 4/13/11 Agenda Item # 1G3

Subject: Miami Dade Public Housing Agency's ACOP and Section 8 Admin Plan

Name: Peter Schorenthal (Law Student) / Jeffrey M. Heame (Attorney)

Address: Legal Services of Greater Miami, Inc.

**Lobbyist Information:** (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all persons, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization? Yes: \_\_\_\_\_ No: X

If yes, please list name: \_\_\_\_\_  
Organization Firm Client

Have you registered with the Clerk of the Board? Yes: \_\_\_\_\_ No: \_\_\_\_\_

# AGAINST Speaker's Card (For Public Hearing Items Only)

Today's Date: \_\_\_\_\_ BCC Mtg. Date: \_\_\_\_\_ Agenda Item#: 11073 (163)

Subject: Dade County Housing Agency

Name: Diane Strozier Bryant

Address: ~~N 24th~~ 11302 SW 190 Street

**Lobbyist information:** (According to Section 2-11(s) of the Code of Metropolitan Dade County, Florida, a lobbyist is defined as, "all person, firms or corporations employed or retained by a principle who seeks to encourage the passage, defeat, or modifications of an ordinance, resolution, action, or decision of the County Commission.")

Are you representing any person, group, or organization?  Yes  No

If yes, please list name: Dade County Overall tenant Council Ince  
Organization Firm Client

Have you registered with the Clerk of the Board?  Yes  No

Do you require an interpreter?

Necesita un intérprete?  Spanish/Español  Eske w bezwen yon Entèprèt?  Creole/Kreyol



**MEMORANDUM**

EDSS  
Agenda Item No. 2(A)

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

**DATE:** April 13, 2011

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

**SUBJECT:** Resolution directing the Mayor  
to review with Miami-Dade County  
Public Schools the feasibility of  
Delegating the County's Head  
Start slots to Miami-Dade County  
Public Schools

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



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R. A. Cuevas, Jr.  
County Attorney

RAC/up



# MEMORANDUM

(Revised)

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

**DATE:** May 3, 2011

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

**SUBJECT:** Agenda Item No.

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

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

5-3-11

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S DESIGNEE TO REVIEW WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS THE FEASIBILITY OF DELEGATING THE COUNTY'S HEAD START SLOTS TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, TO DEVELOP A PLAN FOR THE DELEGATION OF THE COUNTY'S HEAD START SLOTS TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, AND TO REPORT BACK TO THE BOARD OF COUNTY COMMISSIONERS ON THE FINDINGS OF THE REVIEW AND ON THE PLAN WITHIN 45 DAYS OF THE ADOPTION OF THIS RESOLUTION OR BEFORE AN ALTERNATIVE PLAN FOR DELEGATION OF COUNTY HEAD START SLOTS IS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS EARLIER

**WHEREAS**, the Head Start Program serves children ages three to five years old in Miami-Dade County; and

**WHEREAS**, Miami-Dade County is a grantee and governing body of the Head Start Program, which is funded and regulated by the U.S. Department of Health and Human Services ("HHS"); and

**WHEREAS**, the Head Start Program must comply with all applicable federal and local laws; and

**WHEREAS**, 42 U.S.C. § 9837(c), 45 C.F.R. § 1301.33 and Ordinance 09-31 permit the County as grantee and governing body to delegate Head Start slots to a delegate agency after receiving recommendations on the delegation from the Head Start Policy Council and the Community Action Agency Board and after receiving approval from HHS; and

**WHEREAS**, Miami-Dade County has previously worked with Miami-Dade County Public Schools (M-DCPS) in offering the Head Start Program; and

**WHEREAS**, Resolution 1154-10 authorized an interlocal agreement between Miami-Dade County and M-DCPS for M-DCPS to provide nutrition services to the Head Start Program; and

**WHEREAS**, Miami-Dade County operates some Head Start locations on Miami-Dade County Public School sites,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Mayor or the Mayor's designee review with Miami-Dade County Public Schools the feasibility of delegating the County's Community Action Agency Head Start slots to Miami-Dade County Public Schools and develop a plan for the delegation of the County's Head Start slots, and explore the grandfathering and hiring of current Community Action Agency Head Start teachers, administrative personnel and other personnel essential for operations. The Mayor or the Mayor's designee shall report back to the Board of County Commissioners on the findings of the review and on the plan within 45 days of the adoption of this item or before an alternative plan for delegation of County Head Start slots is presented to the Board of County Commissioners, whichever is earlier.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2011. 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.

Estephanie Resnik





MEMORANDUM

EDSS  
Substitute  
Agenda Item No. 2A

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

**DATE:** April 13, 2011

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

**SUBJECT:** Resolution directing the Mayor  
to review with Miami-Dade County  
Public Schools the feasibility of  
delegating certain of the County's  
Head Start responsibilities to  
Miami-Dade County Public Schools

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The substitute differs from the original item in that it shortens the resolution title, directs the Mayor or Mayor's designee to also review with Miami-Dade County Public Schools (M-DCPS) the feasibility of delegating current delegate agency Head Start slots to M-DCPS and to include such delegation in a plan which will allow approximately two years or the amount of time needed for County Head Start employees to obtain needed certifications to work for M-DCPS. The substitute also directs the plan to include retention of existing delegate agency contracts.

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)

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

**DATE:** May 3, 2011

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

**SUBJECT:** Agenda Item No.

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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.  
5-3-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING THE MAYOR OR THE MAYOR'S DESIGNEE TO REVIEW WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) THE FEASIBILITY OF DELEGATING CERTAIN OF THE COUNTY'S HEAD START RESPONSIBILITIES TO M-DCPS, TO DEVELOP A PLAN FOR SUCH DELEGATIONS AND REQUIRE A REPORT TO THE COUNTY COMMISSION ON THESE MATTERS

**WHEREAS**, the Head Start Program serves children ages three to five years old in Miami-Dade County; and

**WHEREAS**, Miami-Dade County is a grantee and governing body of the Head Start Program, which is funded and regulated by the U.S. Department of Health and Human Services ("HHS"); and

**WHEREAS**, the Head Start Program must comply with all applicable federal and local laws; and

**WHEREAS**, 42 U.S.C. § 9837(c), 45 C.F.R. § 1301.33 and Ordinance 09-31 permit the County as grantee and governing body to delegate Head Start slots to a delegate agency after receiving recommendations on the delegation from the Head Start Policy Council and the Community Action Agency Board and after receiving approval from HHS; and

**WHEREAS**, Miami-Dade County has previously worked with Miami-Dade County Public Schools (M-DCPS) in offering the Head Start Program; and

**WHEREAS**, Resolution 1154-10 authorized an interlocal agreement between Miami-Dade County and M-DCPS for M-DCPS to provide nutrition services to the Head Start Program; and

**WHEREAS**, Miami-Dade County operates some Head Start locations on Miami-Dade County Public School sites; >>and

**WHEREAS**, M-DCPS is familiar with the Head Start program because of its current involvement with this program and may be able to provide substantial assistance to the County in carrying out its functions as a grantee and governing body for the Head Start program,<<<sup>1</sup>

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that the Mayor or the Mayor's designee >>(1)<< review with Miami-Dade County Public Schools the feasibility of delegating >>to M-DCPS<< the County's Community Action Agency Head Start slots >>and the current Delegate Agency Head Start slots (excluding Early Head Start slots), while maintaining the County as Head Start grantee and (2) develop a plan for the delegation of the County's Head Start slots and the County's current Delegate Agency Head Start slots, which shall include exploration of M-DCPS' hiring<< ~~[[to Miami Dade County Public Schools and develop a plan for the delegation of the County's Head Start slots, and explore the grandfathering and hiring of]]~~ current Community Action Agency Head Start teachers, administrative personnel and other personnel essential for operations >>and providing approximately two years or the amount of time needed for said employees to obtain any needed certifications to work for M-

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<sup>1</sup> 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.

DCPS and retaining the existing delegate agency contracts.<< The Mayor or the Mayor's designee shall report back to the Board of County Commissioners on the findings of the review and on the plan within 45 days of the adoption of this item or before an alternative plan for delegation of County Head Start slots is presented to the Board of County Commissioners, whichever is earlier.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2011. 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.

Cynthia Johnson-Stacks  
Estephanie Resnik



# Memorandum



**Date:** April 13, 2011

EDSS  
Agenda Item No. 3(D)

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

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of the County Manager.

**Subject:** Authorizing an application to US HUD for the Disposition of a Vacant Land Portion  
of Claude Pepper Public Housing Development

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution that does the following:

- Approves and authorizes the County Mayor or County Mayor's designee to submit an application to the US Department of Housing and Urban Development (US HUD) for the disposition of a vacant land portion of Claude Pepper Tower Public Housing Development (Claude Pepper Tower) for the purpose of constructing a parking lot for use by the University Plaza Elderly facility;
- Authorizes the County Mayor or County Mayor's designee, following US HUD's approval, to execute a ground lease with University Plaza Properties, Inc (University Plaza), a not for profit Florida organization. University Plaza will construct and utilize the parking lot; and
- Authorizes the County Mayor or County Mayor's designee to execute an amendment to the Annual Contributions Contract.

It is further recommended that the Board authorize, subject to US HUD's approval of the County's disposition application and ground lease, an ingress/egress and temporary construction easement for a portion of the Claude Pepper Tower public housing development to University Plaza Properties, Inc., to facilitate development of a parking lot.

## **Scope**

Claude Pepper Tower, located at 750 NW 18th Terrace, Miami, FL, and University Plaza Elderly facility, which is owned by University Plaza, are both located in County Commission District 3.

## **Fiscal Impact**

There is no fiscal impact to Miami-Dade County with the approval of this item. The activities included in this resolution will be funded entirely by University Plaza. Further, granting the easements will not create any financial impact to Miami-Dade County.

## **Track Record/Monitoring**

This is not a County construction project; however, Miami-Dade Public Housing Agency (MDPHA) will monitor adherence to the ground lease agreement relating to the parking lot.

## **Background**

Miami-Dade County's Public Housing Agency Plan (PHA Plan) including MDPHA's future development plans as approved by the Board through Resolution R-598-10 on June 3, 2010, was submitted to US HUD. The PHA Plan included disposition of the vacant land portion at the Claude Pepper Tower public housing development for use as a parking lot. US HUD approved the PHA Plan on November 9, 2010.

The accompanying resolution authorizes implementation of the agreement with University Plaza to construct a parking lot. University Plaza is a Florida not-for-profit corporation that intends to construct a new four-story 148 bed convalescent center at 724 NW 19th Street, north of the Claude Pepper Tower. The project will be constructed on approximately 0.83 acres of land in the City of Miami (City). The City approved the project on February 16, 2009 to provide high quality care to the elderly and includes amenities such as an exercise facility designed for outpatient geriatric therapy and cardiovascular rehabilitation, a passive recreational outdoor area and rooftop deck, and substantial landscaping throughout.

The City's Zoning Code requires the facility to provide 43 parking spaces. Because the University Plaza cannot develop all the required parking at the project site, University Plaza requested that the County lease an unused portion of the Claude Pepper Tower property to build a surface parking lot to meet the University Plaza facility parking requirements. The term of the lease is for an initial period of five years with the possibility of nine additional five-year extensions. In addition to the ground lease, University Plaza requests that the County grant an easement for ingress and egress, and a temporary easement to conduct certain construction activities, over certain portions of County property.

During construction of the new facility and the parking lot, University Plaza will also improve the County's own parking and driveway aisle area south of the Claude Pepper Tower. Additionally, University Plaza will construct and maintain fencing and landscaping enhancements around the leased property to provide a more aesthetically pleasing outdoor environment for the residents of Claude Pepper Tower.

Construction of the 148 bed convalescent center immediately across the street from Claude Pepper Tower will be a convenient asset for the residents of Claude Pepper Tower, as well as for other Miami-Dade County residents.

  
Assistant County Manager



**MEMORANDUM**  
(Revised)

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

**DATE:**

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

**SUBJECT:** Agenda Item No.

Please note any items checked.

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- 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.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT AN APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (US HUD) FOR THE DISPOSITION OF A VACANT LAND PORTION OF CLAUDE PEPPER PUBLIC HOUSING DEVELOPMENT TO CONSTRUCT A PARKING LOT FOR THE UNIVERSITY PLAZA ELDERLY FACILITY; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, FOLLOWING US HUD'S APPROVAL, TO EXECUTE A GROUND LEASE WITH UNIVERSITY PLAZA PROPERTIES, INC., A NOT FOR PROFIT FLORIDA CORPORATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AMENDMENT TO THE ANNUAL CONTRIBUTIONS CONTRACT; AND AUTHORIZING GRANTING INGRESS/EGRESS AND TEMPORARY CONSTRUCTION EASEMENT TO UNIVERSITY PLAZA PROPERTIES, INC OVER A CERTAIN PORTION OF CLAUDE PEPPER PUBLIC HOUSING DEVELOPMENT FOLLOWING HUD'S APPROVAL OF THE GROUND LEASE

**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 this Board hereby:

**Section 1.** Approves the submission of an application to the US Department of Housing and Urban Development (US HUD) for the disposition of a vacant portion land located on the Claude Pepper Public Housing Development site for the purpose of constructing a parking lot for the University Plaza elderly facility.

**Section 2.** Authorizes the County Mayor or County Mayor's designee to execute the attached Ground Lease with University Plaza Properties, Inc., a not-for-profit Florida corporation, in

substantially the form attached hereto following approval by US HUD and the County Attorney's Office, and further authorizes the County Mayor or the County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.

**Section 3.** Approves an amendment to the annual contributions contract and authorizes the County Mayor or County Mayor's designee to execute said agreement and any other agreements required by US HUD and further authorizes the County Mayor or the County Mayor's designee to exercise amendments, modifications, cancellation, and termination clauses.

**Section 4.** Subject to US HUD's approval of the County's Disposition Application and the Ground Lease, approves granting of an ingress/egress and temporary construction easement for a portion of Claude Pepper Tower public housing development to University Plaza Properties, Inc. in substantially the forms attached hereto and made a part hereof; authorizes the County Mayor to take appropriate actions to accomplish same, and authorizes the County Mayor to execute the easement, for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

**Section 5.** Pursuant to Resolution No. R-974-09 (a) directs the County Mayor or County Mayor's designee to record the instruments of conveyances accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution, and to exercise the provisions contained herein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2011. 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.



Terrence A. Smith

## GROUND LEASE

THIS GROUND LEASE (hereinafter, the “Lease” or “Agreement”) is entered into and made effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 (the “Effective Date”), by and between **Miami-Dade County**, a political subdivision of the State of Florida (hereinafter “Landlord”), and **University Plaza Properties, Inc.**, a not-for-profit Florida corporation (hereinafter “Tenant”). Landlord and Tenant are sometimes hereinafter collectively referred to as the “Parties”.

## RECITALS

**WHEREAS**, Tenant (or a related company) intends to construct or develop an elderly facility to be located at 724 N.W. 19<sup>th</sup> Street, Miami, Florida (the “Facility”) which will be known as University Plaza to include a four-story convalescent center in connection with an “aging in place” campus that will provide the community with high quality medical care and social services; and

**WHEREAS**, the Facility will promote community interest and welfare by providing a facility with a higher level of care that will be easily accessible to the residents of Miami-Dade County, including the residents of the elderly public housing development commonly known as “Claude Pepper Towers;” and

**WHEREAS**, the Facility will be one of the first components in a planned “aging in place” campus that will offer these residents a mastered planned and aesthetically pleasing environment of all levels of housing, nursing and medical care within close proximity of the existing public housing development; and

**WHEREAS**, Tenant has advised Landlord that the Facility does not currently contain sufficient parking to satisfy City of Miami zoning regulations; and

**WHEREAS**, Landlord is ~~the~~ fee simple owner of, and has good and marketable title to, that certain real property located at 750 NW 18<sup>th</sup> Terrace in the City of Miami, Miami-Dade County, Florida legally described on Exhibit “A” attached hereto and incorporated herein (the “County Property”); and

**WHEREAS**, the County Property is operated as a public housing development, which is subject that certain Declaration of Trust, dated \_\_\_\_\_, \_\_\_\_\_, recorded in the Official Records Book at \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida , and pursuant to that certain Consolidated Annual Contribution Contract (as amended in relation to the County Property pursuant to \_\_\_\_\_ **{NEED TO INSERT APPLICABLE AMENDMENT}**), collectively, the, “ACC”) between Landlord and the United States Housing and Urban Development (“HUD”); and

**WHEREAS**, in order, inter alia, to meet the zoning requirements of the City of Miami for the Facility, Tenant has requested that Landlord lease a portion of the County Property to Tenant, which portion is more particularly described on Exhibit “B” attached hereto and incorporated herein containing not less than \_\_\_\_\_ square feet, together with (a) all rights, easements and appurtenances belonging or appertaining thereto, (b) all right, title and interest of Landlord in and to any and all roads, streets, alleys and ways, bounding such property, and (c) all buildings and other improvements thereon, if any (collectively, the “Premises”), in order to permit Tenant to develop and use the Premises for the Permitted Use (as defined in Section 5.01 below); and

**WHEREAS**, Landlord is willing, and has agreed to, pursuant to Section 125.38 of the *Florida Statutes*, to lease the Premises to Tenant for an initial term of five (5) years with one five (5) year option to renew, as more particularly set forth in this Lease; and

**WHEREAS**, on \_\_\_\_\_, the Miami-Dade Board of County Commissioners adopted Resolution No. R-\_\_\_\_-\_\_\_\_ authorizing the Landlord to enter into this Lease; and

**WHEREAS**, on \_\_\_\_\_, HUD gave conditional approval to the Landlord to enter into this Lease; and

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, HUD and the County executed that certain Partial Release of Declaration of Trust recorded in the Official Records Book at \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Florida,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

## **ARTICLE 1**

### **INCORPORATION OF RECITALS**

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct, and are incorporated herein by this reference.

## **ARTICLE 2**

### **LEASE OF PREMISES**

2.01 Lease of Premises. Landlord does hereby demise and lease the Premises to Tenant, and Tenant does hereby lease the Premises from Landlord, subject to, and in accordance with, the terms of this Lease.

2.02 Grant of Easement. In addition to the lease of the Premises to Tenant, Landlord hereby grants to Tenant (i) an easement for ingress and egress, and (ii) an easement to conduct certain construction activities, over certain portions of the County Property, all as more particularly set forth in an easement agreement to be entered into

between the Parties within a reasonable time prior to the Commencement Date, which easement agreement shall be in substantially the form attached hereto and incorporated herein as Exhibit “C”. All easement areas set forth in the aforesaid easement agreement shall be collectively known as the “Easement Area”, and all such easements shall be for the benefit of Tenant, its employees, guests and invitees (collectively, the “Benefited Easement Parties”) in order to allow such Benefited Easement Parties good and sufficient access between the Premises and that certain parcel of land legally described in Exhibit “D” attached hereto (“University Plaza”) and to allow the construction of certain improvements in the Easement Area. In the event the Landlord, as the owner of the County Parcel, is required to execute any building permit or application to develop the improvements on the Easement Area, the Landlord hereby agrees to do. In no event shall Tenant’s use of the Easement Area unreasonably interfere with Landlord’s use of the County Property or create an unreasonable disturbance to the guests, inhabitants and employees of the Landlord.

2.03 As-Is. Notwithstanding anything to the contrary contained herein, upon Tenant taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in its “as-is” and “where-is” condition, with any and all faults, and with the understanding that the Landlord has not offered any implied or expressed warranty as to the condition of the Premises and/or as to it being fit for any particular purpose, provided, however, that the foregoing shall not in any way limit, affect, modify or otherwise impact any of Landlord’s representations, warranties and/or obligations contained in this Agreement.

## ARTICLE 3

### TERM

3.01 Commencement Date. The term of this Lease shall commence on the date the City of Miami issues an unconditional building permit to Tenant, or Tenant's authorized agent or designee to construct a building on University Plaza in accordance with the site plan attached hereto as Exhibit "E", as amended and approved from time to time (the "Building Permit") (hereinafter, the "Commencement Date"). Tenant shall promptly thereafter provide written notice to the Landlord confirming the issuance and receipt of the Building Permit and confirming the Commencement Date and the Expiration Date (as hereinafter defined). As of the Commencement Date, Tenant shall be obligated to begin paying rent to the extent set forth in Section 4.01.

3.02 Term. This Lease shall be for a term of five (5) years, commencing on the Commencement Date and expiring on the date which is five (5) years thereafter (the "Term"), subject to extension pursuant to Section 3.03 below and earlier termination pursuant to other provisions in this Lease.

3.03 Extensions. Provided this Lease is not otherwise in default beyond applicable cure periods at the time of the extension, Tenant shall have the option of extending the Term for one (1) additional five (5) year period, commencing at midnight on the date on which the Term expires. Thereafter, the Parties agree that this Lease may be further extended by mutual agreement between the Parties for up to eight (8) additional periods of five (5) years each. In connection with such additional extension periods, the Parties agree not to unreasonably withhold, condition or delay their consent to such extension(s). The Parties shall be bound by this Lease for each Extension. The first Extension shall be automatic unless Tenant shall give notice to Landlord, no later

than ninety (90) days prior to the expiration of the Term that it does not desire to extend the Lease. During any Extension, the terms, covenants, conditions and agreements of this Lease, including the rent provisions herein contained, shall remain unmodified and in full force and effect (other than any terms, covenants or conditions which are no longer applicable). Following the exercise of any option to extend by Tenant or Landlord pursuant to this Section 3.03, the term "Term" as used in this Lease shall automatically be deemed to be inclusive of the term "Extension."

3.04 Termination Rights of Tenant. The following termination rights are in addition to, and not in lieu of, any specific termination rights granted to Tenant pursuant to other provisions of the Lease.

A. Prior to Commencement Date. At any time prior to the Commencement Date, Tenant may terminate this Lease by providing written notice to Landlord, in which event the Lease shall be deemed terminated as of the date of such notice and the parties shall be released from further liability under this Lease and any deposits or other sums paid by Tenant shall be forthwith returned to Tenant.

B. Termination. From and after the Commencement Date, Tenant shall have the right to terminate this Lease by providing Landlord with ninety (90) days prior written notice of such election to terminate. In such event, the Lease shall terminate on the date provided in said notice and the parties shall be released from further obligations under this Lease.

3.05 Tenant's Obligations Following Termination. In the event a notice to terminate shall be given by Tenant, Tenant and Landlord agree this Lease shall expire on the date set forth in Tenant's termination notice and Tenant shall vacate or quit the

Premises on such date and Landlord shall be entitled the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants and/or developers against Landlord founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant and/or developer because of Tenant's failure to timely surrender the Premises. If Tenant shall be in possession of the Premises after the Term expires, in the absence of any agreement extending the term hereof, the tenancy under this Lease shall become one of month-to-month, terminable by either party on Thirty (30) days prior written notice. Such month-to-month tenancy shall be subject to all of the covenants, conditions, provisions, restrictions and obligations of this Lease and shall be subject to rent as provided in Section 4.02.

3.06 Termination by Landlord: The occurrence of any of the following shall give Landlord the right to terminate this Lease upon the terms and conditions set forth below:

A. Automatic Termination:

1. Institution of proceedings in voluntary bankruptcy by the Tenant.
2. Institution of proceedings in involuntary bankruptcy against the Tenant if such proceedings continue for a period of Ninety (90) days or more.
3. Assignment of Lease by Tenant for the benefit of creditors.

4. Failure of Tenant, its successors or assigns to maintain a not-for-profit tax status (except that any involuntary administrative dissolution shall not be deemed a breach of the foregoing so long as Tenant reinstates the entity within 30 days after notice from Landlord).
5. A final determination of termination of this Lease in a court of law in favor of the Landlord in litigation instituted by the Tenant against the Landlord, or brought by the Landlord against Tenant.
6. Failure to comply with the requirements of Section 125.38, *Florida Statutes*.

Notwithstanding the foregoing, so long as Tenant, its successors or assigns continues to pay rent and is otherwise performing its obligations in accordance with the terms of this Lease, including but not limited to compliance with the requirements of Section 125.38, *Florida Statutes*, Landlord shall not have the right to terminate pursuant to Section 3.06.A(1)-(2) above. In the event, the City of Miami no longer requires Tenant to use the Premises in order to comply with the City of Miami zoning requirements for the Facility, Landlord shall have the right at its sole discretion to terminate this Lease upon prior written notice to Tenant given within a reasonable time after the City of Miami shall notify Landlord that Tenant's use of the Premises is no longer required to comply with applicable zoning requirements.

B. Life/Safety Issues. The elapsement of thirty (30) calendar days (or such longer period if the default is not capable of being cured in such 30 day period) after

Tenant's receipt of written notice from Landlord with respect to Tenant's failure to cure a condition posing a threat to health or safety of the public or patrons.

C. Default by Tenant. The elapsement of thirty (30) calendar days from the date Tenant receives written notice for the reason(s) as set forth below (unless the condition is not capable of being cured in thirty (30) days, in which case Tenant shall have such longer period as is necessary to cure the applicable condition) (the "Cure Period"):

1. Non-performance of any covenant of this Lease, other than non-payment of rent and other matters listed in Section 3.06(A) and (B) above.
2. If the Premises shall be used by Tenant for any other purpose than as described in Article 5, or if Tenant shall fail to maintain the governmental permits or licensing required under this Lease.
3. Non-payment of any sum or sums due hereunder (other than rent) after the due date for such payments; provided, however, that such termination shall not be effective if Tenant makes the required payment(s) during the Cure Period.

3.07 No Cancellation Fee. Tenant agrees that under no circumstances shall Tenant be entitled to any termination or cancellation fee or any similar economic incentive or payment with regard to this Lease should this Lease be terminated or cancelled, unless specifically set forth in this Lease.

3.08 Termination by County Mayor. Landlord through its County Mayor or his/her designee, shall have the right to terminate this Lease or any portion thereof, at any

time, should Landlord reasonably determine that the Premises are necessary for a public purpose, by giving the Tenant One Hundred Eighty (180) days prior written notice of such termination prior to its effective date. Should the Term of this Lease, at the time the Landlord elects to provide the Tenant with the aforesaid notice of termination, be equal to or less than One Hundred Eighty (180) days, then notice shall be commensurate with the remaining Term of this Lease. In the event Landlord elects to terminate the Lease pursuant to this Section 3.08, Landlord agrees to determine (in its sole discretion) whether additional parking is available on the County Property at that time to be used as replacement parking (“Alternative Parking”) by the Tenant, subject, however, to approval by HUD and the Board of County Commissioners (the “Board”). Said approvals shall also be conditioned on the Alternative Parking being sufficient to permit University Plaza to remain in full compliance with any and all zoning rules, laws and ordinances including, but not limited to, all parking requirements contained in the City of Miami Zoning Code (collectively, the “Zoning Parking Requirements”). If such approvals are obtained from HUD and the Board, then the Landlord agrees to provide such Additional Parking to Tenant pursuant to a good and sufficient parking easement agreement (at no additional cost, expense or rent to Tenant), subject only to, such normal and customary negotiations that would exist between similarly situated parties with respect to the remaining provisions of the parking easement agreement to be entered into with respect to the Alternative Parking.

#### **ARTICLE 4**

##### **RENT**

4.01 Rent. Tenant covenants and agrees to pay to Landlord as rent under this Lease, the sum of Ten and 00/100 Dollars (\$10.00) per year of the Term and any

Extension, with the first such payment being payable on the Commencement Date of this Lease and subsequent payments being payable on each annual anniversary of the Commencement Date. Said payments of rent shall be made payable to the Board of County Commissioners, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein. Prior to the Commencement Date, Tenant is not obligated to pay rent or any other sums to the Landlord under this Lease.

4.02 Surrender. Upon the expiration of this Lease by the passage of time or otherwise, Tenant will quietly yield, surrender and deliver up possession of the Premises to Landlord. In the event Tenant fails to vacate the Premises and remove such personal property as Tenant is allowed to remove from the Premises at the end of the Term, or at the earlier termination of this Lease, Landlord shall be deemed Tenant's agent to remove such items from the Premises at Tenant's sole cost and expense. Furthermore, should Tenant fail to vacate the Premises in accordance with the terms of this Lease at the end of the Term, or at the earlier termination of this Lease, the Tenant shall pay to Landlord a charge for each day of occupancy after expiration or termination of the Lease in an amount equal to 150% of Tenant's Rent prorated on a daily basis. Such charge shall be in addition to any actual damages suffered by Landlord by Tenant's failure to vacate the Premises, for which Tenant shall be fully liable, it being understood and agreed, however, that Tenant shall under no circumstances be liable to Landlord for any incidental, indirect, punitive or consequential damages (including, but not limited to, loss of revenue or anticipated profits).

## ARTICLE 5

### PERMITTED USE OF PREMISES

5.01 Permitted Use. Tenant may use the Premises for constructing, maintaining and operating its desired improvements consisting of a surface parking lot containing approximately thirty-six (36) parking spaces, together with facilities and amenities for related or ancillary purposes and appurtenant fixtures, machinery and equipment (the “Improvements”); provided that Tenant’s use of the Premises shall not be in violation of Section 125.38 of the *Florida Statutes*. In addition to the use permitted in the foregoing sentence, Tenant shall be permitted to allow employees of Plaza Health Network, Inc. and any of its related entities, as well as tenants and visitors of University Plaza to park on the Premises (all of this Section 5.01 being collectively called the “Permitted Use”).

5.02 Authorizations and Permits. The Lease is contingent on the Tenant obtaining all necessary permits and licenses (“Permits”) for the Permitted Use. In the event that the Premises is restricted by any state, county, municipal or other governmental law, ordinance, rule or regulation which prohibit, limit or restrict the use of the Property for the Permitted Use, Tenant shall undertake, to secure rezoning, special use permits or variances, or any other necessary approval (“Authorizations”) so that the Premises may be used for the Permitted Use. Landlord agrees to cooperate fully with Tenant in securing Authorizations and Permits and grants permission to Tenant to make application for Authorizations and Permits in the name of the Landlord. Landlord shall execute any necessary documents in connection with Tenant’s application for Authorizations and Permits. The determination of the necessity for obtaining Authorizations and Permits and the adequacy of the Authorizations and Permits granted shall be within the sole discretion of Tenant.

5.03 Authorizations and Permits; Time Frame. In the event Tenant has not secured Authorizations and Permits prior to One Hundred and Eighty (180) days after the Commencement Date, Tenant may notify Landlord that it is instituting legal proceedings, pursuing its administrative remedies, or otherwise attempting to secure Authorizations and/or Permits. In such event, Tenant shall have Two (2) successive Ninety (90) day extensions within which to secure Authorizations and/or Permits upon payment to Landlord of One Hundred Dollars (\$100.00) for each Ninety (90) day period. In the event Tenant is unable to obtain Authorizations and Permits within One Hundred Eighty (180) days after the Commencement Date, as may have been extended pursuant to this Section 5.03, Tenant may terminate the Lease and the parties shall be released from further liability.

5.04 Inspections. At any time after the Effective Date, Landlord shall permit Tenant, at its sole cost and expense, to enter upon the Premises to make a topographic and boundary survey, determine the location of utilities, perform engineering studies, conduct soil tests, borings and an environmental audit (“Inspections”) on the Premises to determine the Property’s suitability for the Permitted Use. If the Inspections indicate conditions not satisfactory to Tenant for the Permitted Use, Tenant may terminate the Lease and the parties shall be released from further liability. Tenant shall indemnify and hold Landlord harmless from and against any and all liability arising out of any negligence in the performance of the Inspections on the Premises.

5.05 Landlord’s Title and Quiet Enjoyment. Landlord represents and warrants that Landlord is seized in fee simple title to the Premises, free and clear and unencumbered. Landlord covenants that, so long as Tenant pays rent and performs the

covenants herein contained on its part, to be paid and performed, Tenant will have lawful, quiet and peaceful possession and occupancy of the Premises, the Easement and all other rights and benefits accruing to Tenant under the Lease throughout the Term, without hindrance or molestation by or on the part of Landlord or anyone claiming through Landlord. Landlord further represents and warrants that it has good right, full power and lawful authority to enter into this Lease for the Term and any Extensions. Tenant shall have the right to order a title insurance commitment on the Premises. In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant ("Defects"), then, Landlord, upon notification of the Defects, shall immediately and diligently proceed to cure same and shall have a reasonable time within which to cure the Defects. If, after the exercise of all reasonable diligence, Landlord is unable to clear the Defects, then Tenant may accept the Defects or Tenant may terminate the Lease and the parties shall be released from further liability.

5.06 Maintenance. Tenant will keep the improvements now or hereafter erected on the Premises in good, clean and sanitary condition, and shall make all repairs, ordinary as well as extraordinary, structural or otherwise, necessary to keep same in good condition, reasonable wear and tear and damage by fire or other casualty and condemnation excepted. At the termination of this Lease, by expiration of time or otherwise, Tenant will deliver the Premises and the improvements thereon to the Landlord in good condition, reasonable wear and tear and damage by fire or other casualties and condemnation excepted or as otherwise provided by this Lease.

5.07 Compliance With Laws. Tenant, at its own expense, shall observe and comply with all laws, ordinances, and regulations of all duly constituted governmental authorities relating to the Permitted Use, subject to Sections 5.02 and 5.03 above.

5.08 Document Deliveries. During the term of this Lease, the Tenant agrees that it shall perform the following tasks, within the following prescribed time periods.

A. By \_\_\_\_\_, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1. An opinion letter from an attorney, stating that the Premises is properly zoned for a surface parking lot;
2. A copy of the architectural rendering of the proposed development project, which shall be prepared by an architect licensed to perform such work in the State of Florida; and
3. A copy of the final survey of the Premises.

B. Within ninety (90) days after issuance of the Building Permit, the Tenant, at its sole cost and expense, shall provide the Landlord with all of the following:

1. A copy of construction drawings and engineering drawings, prepared by an architect licensed to perform such work in the State of Florida;
2. A copy of the final soil boring test, for compaction capabilities and soil condition;
3. A copy of all DERM applications and permits, if any; and
4. A copy of any revised environmental test results, if any.

5.09 Commencement of Construction. Except for any Inspections per Section 5.04 or any pre-construction activities permitted under Section 8 of this Lease, Tenant agrees that it shall not begin construction of the surface parking lot prior to the Commencement Date. Any construction of the surface parking lot shall also occur only after the Tenant has timely completed the requirements listed in paragraph 5.08.

5.10 Continuous Use. Tenant agrees that upon completion of construction of the surface parking lot, Tenant will continuously use the Premises for the Permitted Use and for no other purpose whatsoever without Landlord's prior written consent, not to be unreasonably withheld or delayed.

5.11 No Changes to Permitted Use. Tenant agrees that no changes in the Permitted Use of the Premises are authorized without the express prior written permission of the Landlord, which permission shall not be unreasonably withheld, conditioned or delayed, subject, however, to the approval of HUD (to the extent applicable).

## **ARTICLE 6**

### **CONDITION OF PREMISES**

6.01 Condition of Premises. Subject to Landlord's representations and obligations contained in this Lease, Tenant hereby accepts the Premises in its "as-is" and "where-is" condition, with any and all faults, as it is in at the beginning of this Lease. Subject to Landlord's representations and obligations contained in this Lease, Landlord makes no express or implied warranty as to the condition of the Premises and/or whether the Premises is habitable or fit for any particular use or purpose. Subject to Landlord's representations and obligations contained in this Lease, the Landlord expressly refuses to extend and specifically denies any implied warranty as to the condition of Premises.

6.02 Licenses and Permits. Landlord and Tenant further agree that the Tenant's responsibility with respect to permits and licenses, including, but not limited to, construction or building permit(s) and/or license(s) applicable to the Permitted Use shall be as set forth in Section 5.02.

6.03 Zoning Approvals. Landlord and Tenant agree that Tenant's responsibility with respect to any land use and zoning approvals necessary for Tenant to construct the surface parking lot shall be as set forth in Section 5.02. To Tenant's actual knowledge, completion of its construction of the surface parking lot on the Premises will not impact the County Property's compliance with any applicable zoning code or other governmental regulation of the City of Miami. Prior to the approval of this Lease by the Board of County Commissioners and HUD, Tenant shall provide the Landlord an attorney's opinion letter reasonably acceptable to the Landlord. Notwithstanding the foregoing, in the event that the County Property is rendered noncompliant with any applicable zoning code or other governmental regulation as a result of the Tenant's actions, including but not limited to construction on the Premises, Landlord shall so notify Tenant of any such non-compliance (the "Non-Compliance Notice"). Tenant shall have 45 days from receipt of the Non-Compliance Notice (the "Compliance Cure Period") to take such action, including, without limitation, modification of this Lease, as it shall determine necessary to cause Landlord to no longer be non-compliant. In the event Tenant shall be unable to cause Landlord to be compliant prior to expiration of the Compliance Cure Period, then, Landlord shall have the right to terminate this Lease within 30 days after expiration of the Compliance Cure Period.

6.04 Interfering Easements. If Tenant is aware or shall become aware of any easements on or about the Premises that interfere with the Tenant's Permitted Use, it shall be the Tenant's responsibility, at its sole expense, to use good faith efforts to cause the removal of such easements or to design the parking lot in such a manner as to not disturb or interfere with the easements. If the Landlord requires an easement on the Premises subsequent to the execution of this Lease, Tenant agrees to grant such easement at no expense to the Landlord, provided that Landlord, at its sole expense, does not materially interfere with the Tenant's Permitted Use and restores any damage to the Premises. In the event the Tenant is unwilling to grant the easement, Tenant may terminate this Lease.

6.05 Permit Requirements. The parties hereby expressly acknowledge and agree that Tenant will not be able to utilize the Premises for the Permitted Use without obtaining the Authorizations and Permits. If for any reason whatsoever Tenant loses any Permit, Tenant shall refrain from such use or operation, if such use is prohibited by loss of the Permit, until the Tenant has re-secured, and has in hand, the appropriate Permit(s) which authorize and warrant the use, or operation of the Premises as contemplated under this Lease. Further, Tenant is fully responsible for complying with, at its sole cost and expense, any and all building and fire codes, to the extent applicable.

## **ARTICLE 7**

### **TAXES AND UTILITIES**

7.01 Real Estate Taxes. Tenant understands and agrees that as a result of the Landlord's ownership of the Premises, the Premises currently is exempt from any ad valorem taxes. Landlord represents to Tenant that such exemption should remain in effect notwithstanding that Landlord is entering into this Lease. However, during the

Term of this Lease, should, for any reason whatsoever, the Premises become subject to ad valorem taxes or any other real estate taxes, fees, impositions and/or charges imposed during the Term and any Extensions upon the Premises and the building and/or other improvements constructed on the Premises by Tenant ("Real Estate Taxes"), Tenant shall be required to pay all Real Estate Taxes, prior to delinquency without notice or demand and without set-off, abatement, suspension or deduction. In the event that the folio identification number applicable to the Premises shall also contain other property not specifically included in, or a part of, the Premises, then Tenant shall only be required to pay the portion of such taxes exclusively attributable to the Premises. In addition, Tenant shall be required to pay for any water, electric, sewer, telephone or other utility charges incurred by Tenant during the Term or any Extensions which are limited solely to the Premises and/or any structures and/or improvements thereon.

7.02 Not-For-Profit Status. Upon Landlord's written request, Tenant will furnish to Landlord, evidence of its not-for-profit status and proof of payment of all items referred to in paragraph 7.01, which are payable by Tenant

7.03 Tax Contests. Real Estate Taxes payable by Tenant shall be paid not later than the date on which such Real Estate Taxes become delinquent. A receipted tax bill shall be delivered to Landlord upon request. In the event Tenant fails to pay Real Estate Taxes within the time provided, Landlord may, after fifteen (15) days written notice, pay same, in which event Tenant shall remain liable to and obligated to pay Landlord the amount so advanced together with interest thereon at the rate of six percent (6%) per annum. In the event any Real Estate Taxes may be payable in installments, Tenant shall have the right to pay same as such installments fall due. Real Estate Taxes for the year in

which the Term shall begin and the year in which the Lease shall terminate shall be prorated so that Tenant shall pay only those portions thereof which correspond with the portion of said years as are within the Term, as may have been extended. Tenant shall have the right, at its own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Real Estate Taxes assessed or levied upon the Premises and the building and/or other improvements constructed on the Premises by Tenant. If required by law, Tenant may take such action in the name of Landlord who shall cooperate with Tenant to such extent as Tenant may reasonable require, provided, however, that Tenant shall fully indemnify and save Landlord harmless from all loss, cost, damage and expense incurred by or to be incurred by Landlord as a result thereof, and further provided Tenant shall, at Landlord's request, escrow or post a bond for the full amount of the Real Estate Taxes claimed pending such proceedings.

## **ARTICLE 8**

### **CONSTRUCTION OF STRUCTURES AND IMPROVEMENTS**

8.01 Construction. Tenant, at its sole cost and expense, shall perform any and/or all of the pre-construction work Tenant deems necessary to construct a surface parking lot and/or improvements on the Premises (collectively, the "Pre-Construction Work") and Landlord hereby consents to Tenant's use of the Premises prior to the Commencement Date for such Pre-Construction Work. Construction, but not until this Agreement is fully executed, of the parking lot is expected to begin after all of the following conditions ("Construction Conditions") have been satisfied: 1.) issuance of the Building Permit; 2.) issuance of the Authorizations and Permits; 3.) commitment for funding for the entire construction project at University Plaza; and 4.) retention of a

general contractor to begin construction of the Improvements (collectively, the “Commencement of Construction”). Further, Tenant has specifically agreed that construction of the parking lot will occur over a Twelve (12) month period, with the project being completed within Three Hundred Sixty (360) days after the Construction Conditions have been satisfied or waived, as evidenced by a temporary certificate of completion. Failure to timely construct the Improvements on the Premises as evidenced by the expiration of the Authorizations and Permits will constitute an event of default hereunder.

8.02 Procurement of Construction Services. Tenant understands and agrees that it is solely responsible to procure any and all construction and related services in strict compliance with Section 255.20, Florida Statutes.

8.03 Approval of Plans. Tenant agrees to provide fencing and landscaping associated with the construction of the parking lot upon the County Property, as more particularly described in Exhibit “F” of this Agreement. Prior to the Commencement of Construction, the Tenant must deliver all plans, specifications and scheduling for any construction, fencing, landscaping and/or other improvements, which will all be commenced and completed at Tenant’s sole cost and expense, to the Landlord, and specifically to the Director of the General Services Administration for written approval prior to submitting for the Authorization and Permits. Landlord may not unreasonably withhold its consent to such plans, specifications and scheduling, and shall give written notice to Tenant within Sixty (60) days of receipt of same approving or disapproving same. Failure to respond within such Sixty (60) day period shall be deemed an approval by Landlord.

8.04 Workman Like Manner. Tenant shall cause any and all construction to be performed competently and in a good and workmanlike manner by duly qualified and licensed persons and/or entities, using good quality materials, and without commercially unreasonable interference with or disruption to the affairs of nearby residences and/or businesses beyond what would normally occur during similar constructed related events. This clause shall survive the expiration or early termination of this Lease.

8.05 Lien Waivers. Tenant agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Premises for work or materials furnished to Tenant it being provided, however, that Tenant shall have the right to contest the validity thereof. Tenant shall not have any right, authority or power to bind Landlord, the Premises or any other interest of the Landlord in the Premises and will pay or cause to be paid all costs and charges for work done by it or caused to be done by it, in or to the Premises, for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Improvements or any change, alteration or addition thereto. IN THE EVENT THAT ANY MECHANIC'S LIEN SHALL BE FILED, TENANT SHALL PROCURE THE RELEASE OR DISCHARGE THEREOF WITHIN NINETY (90) DAYS EITHER BY PAYMENT OR IN SUCH OTHER MANNER AS MAY BE PRESCRIBED BY LAW. NOTICE IS HEREBY GIVEN THAT LANDLORD SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE TENANT OR TO ANYONE HOLDING ANY OF THE PREMISES THROUGH OR UNDER THE TENANT, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL

ATTACH TO OR AFFECT THE INTEREST OF THE LANDLORD IN AND TO ANY OF THE PREMISES. THE LANDLORD SHALL BE PERMITTED TO POST ANY NOTICES ON THE PREMISES REGARDING SUCH NON-LIABILITY OF THE LANDLORD.

Tenant shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by Tenant or its contractor on or about the Premises, and shall obtain and deliver to Landlord “releases” or waivers of liens from all parties doing work on or about the Premises, along with an affidavit from Tenant stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed on the Premises. .

8.06 No Obligation By Landlord To Construct. Tenant acknowledges and agrees that the Landlord currently has no obligation and in the future shall have no obligation, financial, regulatory or otherwise, for any activities related to the pre-construction and/or construction of any structure(s) and/or improvements on or about the Premises during the term of this Lease, excluding its obligation as the owner of the Premises not to unreasonably withhold its consent to any permit or other application(s) as they relate to development or use of the Premises.

8.07 Tenant Caused Environmental Hazards. If Tenant’s construction activities or other Tenant actions relative to the Premises result in the introduction of hazardous materials, or hazardous waste into the ground or groundwater or contamination of the ground or groundwater, then the Tenant agrees to: (1) immediately notify the Landlord of any such introduction, contamination, claim of contamination or damages, (2) after consultation and with the prior approval of the Landlord, to clean up the contamination

or introduction aforesaid in full compliance with all applicable statutes, ordinances, regulations and standards, at the Tenant's sole cost and expense, and (3) to indemnify, defend and hold the Landlord harmless from and against any claim, suits, causes of action, liability, obligations, costs and/or fees, including any and all attorneys' fees, including appeal, arising from or connected with such contamination, introduction, claim of contamination or damages.

8.08 Hazardous Substances.

A. Landlord represents and warrants the following:

1. To the best of Landlord's knowledge, the Premises does not presently contain and is free from all hazardous substances and/or wastes, toxic and nontoxic pollutants and contaminants including, but not limited to, petroleum products and asbestos ("Hazardous Substances").
2. To the best of Landlord's knowledge, the Premises has not in the past been used for storage, manufacture or sale of Hazardous Substances or for any activity involving Hazardous Substances.
3. To the best of Landlord's knowledge, no Hazardous Substances are located in the vicinity of the Premises. The term "vicinity" shall mean the portion of the County Property not included in the Premises.
4. Landlord has not transported, or caused to be transported, any Hazardous Substances to or from the Premises.

5. Landlord has not received and is not aware of any notification from any federal, state, county or city agency or authority relating to Hazardous Substances, in or near the Premises.

B. To the extent permitted by Florida Statute 768.28, Landlord shall indemnify, defend (with counsel selected by Tenant) and hold harmless Tenant from and against any and all liability arising from any and all claims, demands, litigation, or governmental action involving any of the following:

1. Any breach of the representations and warranties contained in this Section 8.08.
2. The presence or suspected presence of Hazardous Substances on or in the Premises, unless such presence is due solely to the acts of Tenant or the acts of any party other than Landlord, its agents and employees, occurring after the Effective Date.
3. The migration of Hazardous Substances from the Premises to any other property if such migration occurred prior to the Effective Date or if the migrating substances were located on or in the Premises at the time of the Effective Date.

Without limiting the generality of the foregoing, this indemnification shall specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts (to be selected by Tenant) and costs of investigation, clean-up, removal or restoration. Nothing herein or anywhere in this lease shall in any way modify or expand Landlord's liability to Tenant or to any person or entity beyond the limits set forth in Florida Statute 768.28.

Prepared by and return to:

Florentino L. Gonzalez, Esq.  
Shutts & Bowen LLP  
201 South Biscayne Blvd.  
Suite 1500  
Miami, Florida 33131

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), is made and entered into this \_\_\_ day of \_\_\_, 201\_\_\_, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "the County") and UNIVERSITY PLAZA PROPERTIES, INC., a not-for-profit Florida corporation (hereinafter referred to as "University Plaza").

### WITNESSETH:

WHEREAS, the County is the owner of that certain property located in Miami Dade County, Florida more particularly described in the attached Exhibit "A" (the "County Parcel"); and

WHEREAS, pursuant to a ground lease of approximately even date herewith (the "Ground Lease"), a portion of the County Parcel has been leased to University Plaza, which portion of the County Parcel is more particularly described in the attached Exhibit "B" (the "University Plaza Parcel"); and

WHEREAS, University Plaza desires to obtain an ingress/egress easement over and across that portion of the County Parcel described in the attached Exhibit "C" (the "Access Easement Parcel"); and

WHEREAS, the County desires to grant University Plaza an easement over and across the Access Easement Parcel for the purpose set forth in this Agreement; and

WHEREAS, University Plaza also desires to obtain an ingress/egress easement over and across that portion of the County Parcel described in the attached Exhibit "D" (the "Parking/Entrance Way Easement Parcel"); and

WHEREAS, the County desires to grant University Plaza an easement over and across the Parking/Entrance Way Easement Parcel for the purpose set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual advantages and benefits accruing to one another and other good and valuable considerations paid by University Plaza to the County, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I.

1.1 Incorporation. The aforementioned recitals are made a part hereof and are incorporated herein by this reference.

1.2 Grant of Access Easement. The County hereby grants to University Plaza a non-exclusive easement for ingress and egress over and across the Access Easement Parcel, legally described in Exhibit "C" attached hereto; ("Easement A").

1.3 Scope of Easement A. University Plaza shall have the right of ingress and egress over, upon and across the Access Easement Parcel from the University Plaza Parcel to 724 NW 19<sup>th</sup> Street, Miami, Florida.

1.4 Grant of Parking/Entrance Way Easement. The County also hereby grants to University Plaza a non-exclusive easement for ingress and egress over and across the Parking/Entrance Way Easement Parcel, legally described in Exhibit "D" attached hereto, and the right to construct the Improvements (defined below) thereon ("Easement B").

1.5 Scope of Easement B. University Plaza shall have the right of ingress and egress over, upon and across the Parking/Entrance Way Easement Parcel and shall have the right to construct a parking lot containing five (5) spaces and an entrance way unto NW 18<sup>th</sup> Street, including any related improvements (collectively, the "Improvements") within the Parking/Entrance Way Easement Parcel, in substantially the form set forth in the Class II Plans, attached hereto as Exhibit E. During the construction period, the free flow of vehicular and pedestrian traffic may not be unreasonably impeded (it being understood that there will be some period of time during the construction period when the road, or portions thereof, will not be available for use provided, however, that reasonable access be maintained all times,) and University Plaza shall repair and restore any areas disturbed or damaged by such construction at its sole costs.

1.6 Cost of Improvements. Should University Plaza elect to construct the Improvements within the Parking/Entrance Way Easement Parcel, the cost of any such Improvements and the maintenance thereof shall be borne solely by University Plaza.

1.7 Term of Easement. The easements set forth herein shall terminate upon the termination or expiration of the Ground Lease unless otherwise set forth herein. Any improvements constructed hereunder shall become the sole property of the County upon the termination or expiration of the Easement and the Ground Lease without compensation in any form to University Plaza, its successors or assigns.

## **ARTICLE II. MATTERS**

2.1 Recordation of Agreement. Upon execution by the County and University Plaza, this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida at University Plaza's expense and shall constitute a covenant running with the lands described herein.

2.2 Remedies; Attorneys' Fees. The agreements, easements, covenants and conditions contained in this Agreement shall be enforceable by either the County or University Plaza, by any remedy provided by law or equity, including, but not limited to, actions for specific performance, mandatory injunctive relief or a suit for damages. In any litigation arising hereunder, each party shall be responsible for its own attorneys' fees and costs, excepting the provision set forth in section 2.11 herein. The provisions of this paragraph shall survive the termination or cancellation of this Easement.

2.3 Benefitted Parties. The easements, covenants and conditions set forth herein are intended to be and shall be construed as covenants and servitudes running with the County Parcel and the University Plaza Parcel and shall be binding upon and inure to the benefit of each of said parcels described herein and the respective heirs, personal representatives, successors and assigns of the County and University Plaza as owners of their respective parcels. University Plaza acknowledges the County's continued right of use of the property by the County, and shall take no action which adversely affects the right and interests of the County with respect to its use of the property. The County, for itself, its

successors and assigns, expressly reserves all rights and privileges, consistent herewith, as may be used and enjoyed on the property.

2.4 Waiver; Invalidity. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

2.5 Notice. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if delivered personally or if mailed, postage prepaid, by United States certified mail, return receipt requested, or if sent by a nationally recognized overnight courier service, e.g. Federal Express, etc. addressed as follows:

To University Plaza: University Plaza Properties, Inc.  
c/o Palms Jackson, LC  
4770 Biscayne Blvd., Suite 400  
Miami, Florida 33137  
Attn: Dr. William Zubkoff

With a copy to: Ethan B. Wasserman, Esquire  
Shutts & Bowen LLP  
201 South Biscayne Blvd.  
Suite 1500  
Miami, Florida 33131

To the County: Real Estate Development  
General Services Administration  
111 NW 1st Street  
Suite 2460  
Miami, FL 33128  
Attn: Robert Warren

With a copy to: Terrence A. Smith, Esq.  
Assistant County Attorney  
County Attorney's Office  
111 NW 1st Street  
Suite 2810  
Miami, Florida 33128

or to such other address or addresses as the party to be given notice may have furnished in writing to the parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other party in the manner provided for above. Any notice given in accordance with the foregoing, shall be deemed given when delivered personally or if mailed, three (3) days after it shall have been deposited in the United States mail or two (2) after it has been deposited with a recognized overnight courier service.

2.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be modified or amended in any manner other than by a written amendment executed by the parties and recorded in the Miami-Dade County Public Records.

Exhibit "D"

Parking/Entrance Way Easement Parcel

COMMENCE AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88° 56' 20" WEST, ALONG THE NORTHERLY LINE RIGHT-OF-WAY OF NW 18th STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTH 01° 03' 40" WEST FOR 53.36 FEET; THENCE NORTH 89° 04' 31" EAST FOR 4.96 FEET; THENCE NORTH 00° 55' 29" WEST FOR 18 FEET; THENCE NORTH 89° 04' 31" WEST FOR 88.62 FEET; THENCE SOUTH 00° 00' 00" EAST ALONG THE WESTERLY LINE OF LOT 18 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 17.90 FEET; THENCE SOUTH 0° 00' 00" WEST FOR 50.0 FEET; THENCE SOUTH 0° 00' 00" EAST ALONG THE WESTERLY LINE OF LOT 17 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 54.50 FEET; THENCE SOUTH 88° 53' 20" EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF N.W. 18th STREET CITY OF MIAMI, FLORIDA FOR 134.94 FEET TO THE POINT OF BEGINNING.

2.7 Severability. The parties intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or a portion of any provision in this Agreement is found by a court of competent jurisdiction to be in violation of any applicable local, state or federal ordinance, statute, law or administrative or judicial decision, or public policy, and if such court would declare such provision or provisions of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties that such portion, provision or provisions hereof shall be given force and effect to the fullest extent possible and that the remainder of this Agreement shall be construed as if such illegal, invalid, void or unenforceable provision were severable and not contained therein and the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

2.8 Governing Law. This Agreement has been negotiated, executed and delivered in the State of Florida and the parties agree that the rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

2.9 Authority. By their execution hereof each person executing this Agreement hereby warrants that they have full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.

2.10 Successors and Assigns. This Agreement and the rights, privileges and obligations created hereunder shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties—.

2.11 Indemnification. University Plaza, and its heirs, successors and assigns hereunder, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the rights granted by the County under Easement B and for the negligence or willful misconduct of University Plaza, its agents, successors or assigns relating to, or resulting from the rights granted under Easement A. Further, University Plaza shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions, of any kind or nature, in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. University Plaza understands and agrees that any insurance protection shall be the full responsibility of University Plaza, and not the County, and that the existence of same shall in no way limit the responsibility of University Plaza, its heirs, successors, and assigns, to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

MIAMI-DADE COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County, on behalf of the county. He/she is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
\_\_\_\_\_

UNIVERSITY PLAZA PROPERTIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of University Plaza Properties, Inc., a not-for-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires:

Exhibit "A"

County Parcel

LOT 1 THRU 11 & AND LOT 13 THRU 22 INCLUSIVE BLOCK 3 : PLAT OF NORTH  
HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7,  
AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit "B"

University Plaza Parcel

BEGIN AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88°56'20" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF NW 18<sup>th</sup> STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET; THENCE NORTH 01°03'40" WEST FOR 53.36 FEET; THENCE NORTH 89°04'31" EAST FOR 4.96 FEET; THENCE NORTH 00°55'29" WEST FOR 18 FEET; THENCE NORTH 89°04'31" EAST FOR 96.18 FEET; THENCE NORTH 00° 55'29" WEST THENCE NORTH 89°04'31" EAST FOT 65.36 FEET ; THENCE SOUTH 0°01' 06" EAST ALONG THE WESTERLY LINE OF LOT 23 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 78.22 FEET TO A POINT OF BEGINNING.

Exhibit "C"

Access Easement Parcel

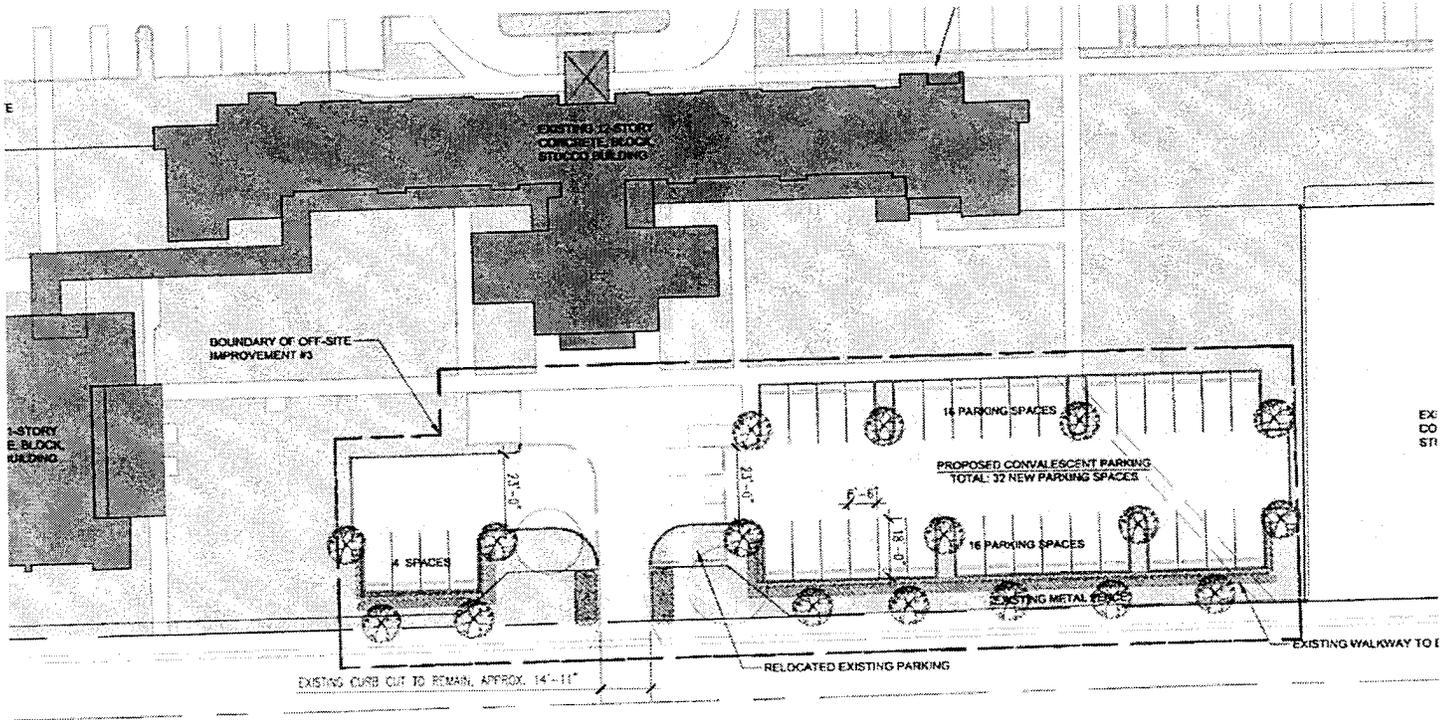
LOT 1 THRU 11 & AND LOT 13 THRU 22 INCLUSIVE BLOCK 3 : PLAT OF NORTH HIGHLAND ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 31, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Less and except:

BEGIN AT THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE NORTH 88°56'20" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF NW 18<sup>th</sup> STREET CITY OF MIAMI, FLORIDA FOR 165.13 FEET; THENCE NORTH 01°03'40" WEST FOR 53.36 FEET; THENCE NORTH 89°04'31" EAST FOR 4.96 FEET; THENCE NORTH 00°55'29" WEST FOR 18 FEET; THENCE NORTH 89°04'31" EAST FOR 96.18 FEET; THENCE NORTH 00° 55'29" WEST THENCE NORTH 89°04'31" EAST FOT 65.36 FEET ; THENCE SOUTH 0°01' 06" EAST ALONG THE WESTERLY LINE OF LOT 23 BLOCK 3 "PLAT OF NORTH HIGHLAND" AS RECORDED IN PLAT BOOK 7 AT PAGE 31 OF PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA FOR 78.22 FEET TO A POINT OF BEGINNING. CONTAINING 12,180.302 SQUARE FEET MORE OR LESS.

Exhibit "E"

Class II Plans



# Memorandum



**Date:** April 13, 2011  
**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
**From:** George M. Burgess  
County Manager  
**Subject:** Creation of Implementing Order 3-55 Relating to Miami-Dade County's Green Business Certification Program Ordinance

EDSS  
Agenda Item No. 3(F)

## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution creating Implementing Order (IO) 3-55 relating to the County's Green Business Certification (GBC) Program. The proposed IO provides uniform procedures for businesses seeking, on a voluntary basis, to become certified as a green business by Miami-Dade County.

## Scope

This IO will assist businesses countywide in developing and adopting efficiencies and environmental practices to reduced operational costs while protecting natural resources.

## Fiscal Impact

The costs associated with the GBC program, such as developing and maintaining a database, administrating the program, and performing on-site verification will be implemented leveraging existing departmental and grant resources; specifically, the collaborative efforts of the Department of Environmental Resources Management (DERM), Office of Sustainability (OOS), and Office of Economic Development and International Trade. A GBC program coordinator may be required in the future as the program matures and more businesses participate. This program is a free service. There is no cost to businesses who wish to participate in this voluntary program and achieve certification.

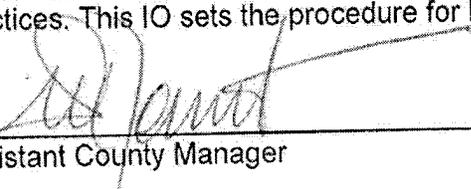
## Track Record/Monitor

This program will be managed by OOS.

## Background

The GBC program has been developed to help local enterprises maximize their social, environmental and financial performance. The voluntary program aims to help businesses become more resource-efficient with energy and water use, raw materials and waste production. The program offers local businesses an opportunity to examine their current business practices and implement green initiatives that would save money and increase their marketability while contributing to the protection of our natural resources.

Last year, OOS developed checklists and guidelines, available at [green.miamidade.gov](http://green.miamidade.gov), to allow businesses to conduct a self-audit of their operations to determine if they are already operating under green policies or need to make improvements to achieve a green certification. Based on their scores, businesses can choose to apply for the GBC or use the information to implement recommended green practices. This IO sets the procedure for businesses that voluntarily choose to apply for the certification.

  
Assistant County Manager

cmo04511



# MEMORANDUM

(Revised)

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

**FROM:** R. A. Cuevas, Jr.      **SUBJECT:** Agenda Item No.  
County Attorney *[Signature]*

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**

*[Handwritten mark]*

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

**RESOLUTION NO:** \_\_\_\_\_

RESOLUTION APPROVING IMPLEMENTING ORDER 3-55  
FOR THE DEVELOPMENT OF A GREEN BUSINESS  
CERTIFICATION PROGRAM

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, which is incorporated herein and made a part thereof,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FO MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby approves Implementing Order 3-55: Miami-Dade County Green Business Certification Program.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of May, 2011. 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.



Robert A. Duvall

**I.O. No.: 3-55**  
**Ordered:**  
**Effective:**

**MIAMI-DADE COUNTY  
IMPLEMENTING ORDER**

**Green Business Certification Program**

**AUTHORITY:**

Sections 1.01 and 2.02(A) of the Miami-Dade County Home Rule Amendment and Charter.

**POLICY:**

It is the policy of Miami-Dade County that a voluntary Green Business Certification (GBC) Program be established and implemented.

**STANDARDS:**

The GBC program standards are detailed in the application checklists for each participating industry. An industry checklist includes a list of regulatory compliance requirements in an industry sector as well as possible pollution prevention and resource conservation measures a business can take to reduce their resource consumption. A business applying for certification must first be in compliance with all applicable regulatory requirements for its particular industry. The primary mechanism for determining compliance is the verification process.

- The primary source of information for businesses applying for certification is the County's website. The green business website includes applications and resource guides detailing how businesses can achieve sustainable performance improvements. Currently there are no fees to apply for this voluntary certification.
- Application: The GBC application includes the appropriate industry-specific checklist with space for the applicant to indicate which items have been undertaken. In the "self-audit" application format the applicant is required to indicate that it complies with all regulatory, licensing requirements and laws associated with its particular line of business, as well as the required measures.
- Verification: Completeness and accuracy of the application checklist will be reviewed to determine if the applicant has met the minimum requirements for certification. Applicants meeting the established requirements will be scheduled for an on-site verification visit. The site visit will be conducted by a County inspector. This step will also provide an opportunity to provide additional information to the applicant on best management practices.
- Recognition: Businesses that are issued a green certification will receive a recognition certificate and a "Sustainable Business" decal to post at their place of business. Information regarding the business's status as a green certified business will be added to their Local Business Tax document. The green business website will provide a list of certified businesses and a GIS map with their location. The list will be developed and updated regularly.

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- **Tracking and Reporting:** Application review and verification processes will be accomplished through the County's Customer Service Request (CSR) system. The applicant's information will be entered into the system by creating a CSR which will track the application from opening to closing and provide reports.
- **Recertification:** Businesses shall be recertified every three years and recertification will require the same process listed under verification. Certified business that file recertification applications before the expiration of their existing certification will be considered to remain certified until the County completes its review of the recertification application.
- **Revocation:** Certification can be revoked if an agency inspector finds a willful or significant violation during a routine inspection before the recertification time period.

**DEPARTMENT RESPONSIBILITY:**

This policy will be implemented by the Office of Sustainability (OOS) and the Office of Economic Development and International Trade (OEDIT) in collaboration with several County departments. The Department of Environmental Resource Management (DERM), Small Business Development (SBD), Tax Collector, Finance Department, Enterprise Technology Services Department (ETSD), Government Information Center (GIC), and the Beacon Council are responsible for implementing the following requirements or instruction:

**Office of Sustainability**

OOS will be responsible for establishing and implementing the GBC Program, and for gathering and disseminating information related to the County's sustainable business initiatives. Specifically, OOS will be responsible for ensuring that the following functions are performed by the identified departments and County partner, either as a direct or indirect task:

- Development and updates to the green business website. Production of all necessary documents for program implementation including all marketing and educational materials.
- Initiate the applicant database and track the certification process through the CSR completion. Set timeline and deadlines for information verification and final inspection for certification.
- Report program progress annually.

**Office of Economic Development and International Trade**

The Office of Economic Development and International Trade will provide assistance and support to the OOS on application review, reporting, promotion and other tasks as needed.

**Department of Environmental Resources Management**

The Department of Environmental Resources Management will assist in the review of the applications and will conduct the verification site visits.

**Small Business Development**

The Department of Small Business Development will promote the green business certification to businesses currently certified and to businesses applying for certification.

**Enterprise Technology Services**

The Enterprise Technology Services Department will develop and support the CSR process and the GIS information. This includes developing the CSR and establishing the processes for tracking and reporting.

**Tax Collector, Finance Department**

The Finance Department, Local Business Tax Division, will assist in the promotion of the program on their website and all other communication material as appropriate. Information on the GBC program will be added to the business' Local Business Tax document, and renewal information will be communicated through this process.

**Government Information Center**

The Government Information Center (GIC) will be responsible for maintaining the GBC website with content provided by OOS. This includes the application checklist and resource guide. The website will also provide information on other programs that businesses could benefit from. The website will also include the list of certified businesses and a GIS locator map.

**The Beacon Council**

The Beacon Council is the County's official economic development partner. OOS and OEDIT will identify outreach and marketing opportunities for collaboration in the implementation of the GBC program.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

County Manager

Approved by the County Attorney as  
to form and legal sufficiency GAJ

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