



MIAMI-DADE COUNTY
FINAL OFFICIAL
Meeting Minutes

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

Tuesday, July 16, 2013
9:30 AM, Commission Chambers

Harvey Ruvlin, Clerk
Board of County Commissioners

Christopher Agrippa, Director
Clerk of the Board Division

Judy Marsh, Commission Reporter, (305) 375-1967



Members Present: Lynda Bell; Esteban L. Bovo, Jr.; Jose "Pepe" Diaz; Sally A. Heyman; Jean Monestime; Rebeca Sosa; Javier D. Souto; Xavier L. Suarez; Juan C. Zapata

Members Absent: Audrey M. Edmonson

Members Late: Bruno Barreiro ; Barbara J. Jordan 9:54AM; Dennis C. Moss 10:02AM

Members Excused: None.

Members Absent County Business: None.

1 MINUTES PREPARED BY:

Report: *Judy Marsh, Commission Repporter, (305) 375-1967*

1A INVOCATION AS PROVIDED IN RULE 5.05(G)

Report: *Chairwoman Sosa asked Sergeant-of-Arms, Michael Roan, to lead the invocation, and to present a special prayer for this community.*

1B ROLL CALL

Report: *In addition to the members of the Board present, the following staff persons were also present:*

- . Deputy Mayors Jack Osterholt and Edward Marquez;*
- ' County Attorney Robert Cuevas;*
- . First Assistant County Attorney Abigail Price-Williams;*
- ' Assistant County Attorney Lee Kraftchick;*
- ~ Clerk of the Board, Division Director Christopher Agrippa and Deputy Clerk Judy Marsh.*

Mayor Carlos Gimenez was also present.

Chairwoman Sosa called the meeting to order at 9:50 a.m. She said that before beginning the meeting, she wished to commend this community. Chairwoman Sosa noted in the aftermath of the verdict in the Trayvon Martin case, the residents were increasingly embracing diverse and peaceful ways of expressing their feelings and rights. She expressed appreciation to the community for demonstrating that it had matured, and that even in the midst of pain it could set an example for the world. Chairwoman Sosa thanked Mr. J. D. Patterson Jr., Director, Miami-Dade Police Department; and Dr. Walter Richardson, Chair, Community Relations Board, for their efforts to contain community tension.

1C PLEDGE OF ALLEGIANCE

Report: *Chairwoman Sosa asked Sergeant-of-Arms, Paul Hernandez, to lead the Pledge of Allegiance.*

1D SPECIAL PRESENTATIONS (SCHEDULED TO BEGIN AT 8:30 AM)

1D1

131474 Commendation Sally A. Heyman

PRESENTATION OF A COMMENDATION TO FIREFIGHTER *Presented*
REGAINNE GEORGES

Report: *Commissioner Heyman said that the Mayor, Chairwoman Sosa, and the commissioners had the privilege to honor Firefighter Regainne Georges. She noted a month ago, Disney made a nationwide presentation, Premiere of the Lone Ranger, and asked for examples of heroes who had made extraordinary efforts to save others; Firefighter Georges' name was put forth, and he received a national honor along with 14 other national heroes. Fire Chief David Downey, Miami-Dade Fire Rescue, noted Firefighter Georges epitomizes the firefighters in his department. He described an incident that occurred when Firefighter Georges was off duty, and encountered an Aventura Police Officer who was engaged in a hand-to-hand combat with a crazed suspect. Chief Downey noted apparently the officer had made an unsuccessful attempt to subdue the suspect with a taser, who was attempting to obtain the officer's weapon. He said that without regard for his personal safety, Firefighter Georges rushed in to aid the officer; after which other police officers arrived and the crazed suspect was finally subdued. Chief Downey congratulated Firefighter Georges.*

Commissioner Heyman read a portion of the plaque that she presented to Firefighter Georges, and said that this was just an example of the courage of the firefighters in this community. She congratulated Firefighter Georges.

Firefighter Georges thanked the commissioners and said that he appreciated the commendation. He noted it was his duty to help someone who was being brutalized, and was happy that he was able to make a difference.

1D2

131475 Proclamation Lynda Bell

PRESENTATION OF A PROCLAMATION TO MR. IRWIN *Presented*
ADLER, PRINCIPAL OF DEVON AIRE K-8 CENTER, UPON
HIS RETIREMENT FROM MIAMI-DADE COUNTY PUBLIC
SCHOOLS AFTER 42 YEARS OF SERVICE

Report: *Commissioner Bell said she wanted to recognize Mr. Irwin Adler, who had been an educator in the State of Florida for the past 42 years. She described Mr. Adler's accomplishments as an educator, and noted for the past three years, he had been the Principal of Devon Aire K-8 Center; before that he was the Principal of Herbert Ammons Middle School, and both he and the school were awarded numerous district, State, and national recognitions. Commissioner Bell asked Mr. Adler to come forward and presented him with a proclamation for his years of service.*

Mr. Adler noted he enjoyed every minute of his career with the Dade County school system, and was honored to have had the opportunity to be a teacher, mentor, coach, and principal in this fine community.

1D3

131477

Proclamation

Jose "Pepe" Diaz

PRESENTATION OF A PROCLAMATION TO AL SUNSHINE *Presented*
ACKNOWLEDGING HIS 40 YEARS ON THE AIR IN SOUTH
FLORIDA

Report: *Commissioner Diaz asked Mr. Al Sunshine to come forward. He said that Mr. Sunshine had covered major news stories throughout the years with insight and wisdom, and as such, he had been an asset to South Florida. Commissioner Diaz noted Mr. Sunshine came to South Florida in 1968 to study marine biology at the University of Miami, but was bitten by the journalism bug. He stated that since 1972, Mr. Sunshine had been on the airwaves. Commissioner Diaz thanked him for his excellent investigative news stories.*

Mayor Gimenez read the plaque proclaiming Tuesday, July 16, 2013, as "Al Sunshine day." He congratulated Mr. Sunshine.

Mr. Sunshine said that for 40 years he had been able to document the growth of this community, and the changes that had occurred in one of the foremost international capitals of the world. He noted there had been some difficult times; but more importantly, there had been the opportunity to work together to solve some issues affecting homes and families in this community. Mr. Sunshine stated that with the help of this Commission, notable progress had been made with regard to consumer protection laws, and food safety ordinances. He noted an opportunity existed for the political representatives and the media to be responsive to the needs of the community, to work cooperatively to move into the 22nd century, and propel this community to more national prominence. Mr. Sunshine emphasized that his work in this community was far from being over.

Chairwoman Sosa expressed the community's admiration for Mr. Sunshine and thanked him for the years which he spent helping others.

Commissioner Bell thanked Mr. Sunshine for exposing issues that needed to be exposed, and for looking out for the consumer.

1D4

131479

Proclamation

Sen. Javier D. Souto

PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "DANNY PINO DAY" *Presented*

Report: *Chairwoman Sosa noted Commissioner Souto was on his way, and had been delayed by bad weather. She asked Mr. Danny Pino to come forward along with his family members. She said that Mr. Pino was born and raised in Miami-Dade County; and moved to New York where he attended New York University's acting program. Chairwoman Sosa noted Mr. Pino has enjoyed a successful career as an actor in film and television. She applauded him for his accomplishments, and expressed the community's pride in him.*

Commissioner Bovo explained that Mr. Pino attended Florida International University, noting he was proud of him as a Miami native who went out and succeeded in the world.

Chairwoman Sosa presented a plaque to Mr. Pino proclaiming July 16, 2014 as "Danny Pino Day," and she asked the residents of Miami-Dade County to join her in recognizing him.

Mr. Pino thanked his family, his friends, his teachers, his professors and the Roxy Theatre Group who were in attendance. He thanked the commissioners for this honor, and said he would not have wanted to be born and raised anywhere but in Miami.

1D5

131480

Proclamation

Rebeca Sosa

PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "BURN NOTICE DAY" *Presented*

Report: *Chairwoman Sosa acknowledged the presence of Vice Mayor Jack Osterholt, and requested that the producers of Burn Notice join her. She said that for the last seven years, Burn Notice, had infused approximately \$200,000,000 into the local economy, while employing thousands of cast, crew, and ancillary businesses, amounting to over 12,000 hotel room nights in Miami-Dade County. Chairwoman Sosa indicated that Burn Notice had been nominated for several prime-time Emmys, Screen Actors guild, and People Choice awards. She noted the program showcases the beauty of Miami, with its beaches, colonial constructions, modern buildings, and variety of people, and was recognized around the world as one of the most incredible programs. Chairwoman Sosa said because of the pride that this program had injected into this County, it was proper to acknowledge its cast, crew, and producers for their lasting contribution to this community. She presented them with a plaque proclaiming July 16 as "Burn Notice Day".*

Vice Mayor Osterholt noted he was a fan who never missed an episode of Burn Notice, and said that he would miss the program greatly. He thanked the producers for all they had done for Miami and for entertainment in the United States; and he asked them to identify more projects to undertake in this community.

Mr. Matt Nix noted when he first wrote the script for Burn Notice, he was told by the studio executives that they wanted Miami to be featured as a character in the program. He said that he had previously spent twelve hours in Miami before going on a cruise; therefore, he was familiar with some of the sites in the community. Mr. Nix noted over the past seven years, he had the opportunity to become better acquainted with the County, and he had come to love it. He said that he would miss this community greatly, and that he hoped to have another project here very soon.

Mayor Gimenez thanked the producers for their wonderful program and for showcasing Miami. He said that he would be happy to be their host for any future program.

1E CITIZEN'S PRESENTATIONS (5 MINUTES MAXIMUM)

1F REPORTS OF OFFICIAL BOARDS

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

Report: County Attorney Robert Cuevas advised that the preliminary matters for today's meeting were as follows:

1. Agenda Items 3B2 and 3B3, would be released as requested by Commissioner Bell;
2. Agenda Item 8F2, Commissioner Monestime requested to add this item to the pull list;
3. Agenda Item 8H2, Commissioner Diaz requested to add this item to the pull list;
4. Agenda Item 12A1, Chairwoman Sosa requested to add this item to the pull list;
5. Agenda Items 8K1, Commissioner Monestime requested to be added as an additional pulling commissioner for this item;
6. Agenda Item 11A1, Commissioners Diaz and Monestime requested to be added as additional pulling commissioners for these items;
7. Agenda Item 15A1, Commissioners Suarez and Monestime requested to be added as additional pulling commissioners for these items;
8. Agenda Item 11A2, Commissioner Diaz requested to be added as an additional pulling commissioner for this item;
9. Agenda Item 11A3, Commissioner Monestime requested to be added as an additional pulling commissioner for this item; and
10. Agenda Items 11A7 and 11A7 Substitute, the sponsor had requested to withdraw these items.

County Attorney Cuevas announced that the items to be considered at today's meeting would be those listed in the printed final agenda with the additions, deferrals, withdrawals, and scrivener's errors noted in Chairwoman Sosa's memorandum entitled "Changes for the July 16, 2012, BCC Meeting" to include those items he previously mentioned. The Board would vote on all these items by a single vote to set the agenda except for citizens' presentations; ordinances on first reading; public hearings; policy matters for discussion under Section 6B, and this included Item 6B1; ordinances on second reading; and those items listed in the final Pull List as follows: 8C3 and 8C3 Supplement, 8F2, 8G1, 8H2, 8K1, 11A1, 11A2, 11A3, 11A4, 11A8, 11A9, 12A1, 14A1, 14A2, 14A3, 14A4, 14A5, 14A6, 14A7, 15A1 and 15B1.

He stated that a motion to set the agenda as stated was in order.

Upon concluding all of the changes to today's (7/16) agenda, it was moved by Commissioner Bell that the Board adopt the agenda with all of the changes read by the County Attorney. This motion was seconded by Commissioner Heyman, and upon being put to a vote, passed by a vote of 8-0; (Commissioners Edmonson, Barreiro, Moss, Souto and Zapata were absent).

1H **OFFICE OF COMMISSION AUDITOR**

1H1

131420 Report

APPROVAL OF BOARD DIRECTIVES REPORT (Commission Auditor)

Approved
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

1I OFFICE OF INTERGOVERNMENTAL AFFAIRS

2 MAYORAL ISSUES

2A MAYORAL VETOES

2B MAYORAL REPORTS

2C OTHER ISSUES

3 CONSENT ITEMS

3A COMMISSIONER CONSENT ITEMS

3A1

131407 Resolution Xavier L. Suarez

RESOLUTION APPROVING THE CITY OF SOUTH MIAMI CODESIGNATIONS OF CERTAIN MUNICIPAL STREETS WITHIN THE CITY OF SOUTH MIAMI IN HONOR OF CITY PIONEERS

Adopted
Resolution R-604-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

3A1 SUPPLEMENT

131468 Supplement

SUPPLEMENTAL INFORMATION REGARDING RESOLUTION APPROVING THE CITY OF SOUTH MIAMI CO-DESIGNATIONS OF CERTAIN MUNICIPAL STREETS WITHIN THE CITY OF SOUTH MIAMI IN HONOR OF CITY PIONEERS (Clerk of the Board)

Presented

3A2

131361 Resolution Esteban L. Bovo, Jr.

RESOLUTION APPROVING ALLOCATION FROM THE FY 2012-13 DISTRICT 13 SHARE OF THE INTERNATIONAL PLAYERS CHAMPIONSHIP/2013 SONY OPEN TENNIS TOURNAMENT TRUST FUND

*Adopted
Resolution R-605-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8-0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

3B DEPARTMENTAL CONSENT ITEMS

3B1

131379 Resolution

RESOLUTION RELATED TO NORTH TERMINAL DEVELOPMENT CONTRACTS AT MIAMI INTERNATIONAL AIRPORT; RATIFYING ACTIONS TAKEN PURSUANT TO RESOLUTION NO. R-885-12 DURING THE PERIOD FROM JANUARY 1, 2013 THROUGH MARCH 31, 2013 (Aviation Department)

*Adopted
Resolution R-606-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8-0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

3B2

131341 Resolution

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE ACTION TO APPLY FOR, RECEIVE AND EXPEND FEDERAL FUNDS FROM THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM FOR THE PURPOSE OF REIMBURSING THE COUNTY FOR COSTS INCURRED FOR THE INCARCERATION OF UNDOCUMENTED CRIMINAL ALIENS; AND TO FILE AND EXECUTE NECESSARY AMENDMENTS TO THE APPLICATION AS WELL AS SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING, MODIFY OR AMEND THE APPLICATION, IN ORDER TO RECEIVE ADDITIONAL FUNDS OR TO EXTEND THE PERFORMANCE PERIOD AS REQUIRED IF AWARDED (Corrections & Rehabilitation Department)

*Adopted
Resolution R-607-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8-0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

3B3

131240 Resolution

RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY THROUGH THE COMMUNITY IMAGE ADVISORY BOARD AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE DOWNTOWN DEVELOPMENT AUTHORITY TO PROVIDE FUNDING NOT TO EXCEED \$145,000 ANNUALLY, FOR AN INITIAL ONE-YEAR TERM, RENEWABLE FOR UP TO THREE CONSECUTIVE ONE-YEAR TERMS, FOR A NEIGHBORHOOD ENHANCEMENT ACTION TEAM TO ENHANCE LANDSCAPING AND MAINTENANCE ACTIVITY CYCLES THROUGHOUT THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN (Parks, Recreation and Open Spaces)

*Adopted
Resolution R-608-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

4 ORDINANCES FOR FIRST READING

4A

131277 Ordinance Esteban L. Bovo, Jr.

ORDINANCE AMENDING SECTION 2-8.5 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO LOCAL PREFERENCE AND LOCALLY HEADQUARTERED PREFERENCE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: August 29, 2013
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 9- 1
No: Monestime
Absent: Edmonson, Barreiro,
Diaz*

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Economic Development and PortMiami Committee on Thursday, August 29, 2013 at 2:00 PM.*

SPECIAL NOTE: During today's (7/16) County Commission meeting, the foregoing Committee meeting was cancelled.

7/2/2013 Tentatively scheduled for a public hearing by the Board of County Commissioners to the Economic Development & Port Miami Committee

7/2/2013 4A Deferred by the Board of County Commissioners

FINAL OFFICIAL

4B

131401 Ordinance Esteban L. Bovo, Jr.,
Lynda Bell

ORDINANCE RELATING TO COMMERCIAL VEHICLE IDENTIFICATION; AMENDING SECTION 8A-276 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO ELIMINATE REQUIREMENT THAT COMMERCIAL VEHICLE MARKINGS INCLUDE THE ADDRESS OF THE OWNER; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: August 29, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro,
Diaz*

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Economic Development and PortMiami Committee on Thursday, August 29, 2013 at 2:00 PM.*

SPECIAL NOTE: During today's (7/16) County Commission meeting, the foregoing Committee meeting was cancelled.

4C

131415 Ordinance Sally A. Heyman,
Lynda Bell

ORDINANCE AMENDING SECTION 30-388.2 OF THE MIAMI-DADE COUNTY CODE PROVIDING THAT, CONSISTENT WITH STATE LAW, PARKING CHARGES MAY BE IMPOSED ON VEHICLES DISPLAYING A DISABLED PARKING PERMIT OR LICENSE TAG AT ANY COUNTY AIRPORT OR SEAPORT UNDER SPECIFIED CIRCUMSTANCES, BUT THAT SUCH CHARGES MAY NOT BE IMPOSED FOR CERTAIN VEHICLES AS DEFINED IN SUCH STATE LAW; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Deferred to September 4, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

Report: *The foregoing proposed ordinance was deferred to the September 4, 2013 BCC meeting at the request of Commissioner Heyman, the Prime Sponsor.*

4D

131426

Ordinance

Sally A. Heyman,
Lynda Bell,
Esteban L. Bovo, Jr.,
Jose "Pepe" Diaz,
Audrey M. Edmonson,
Barbara J. Jordan,
Dennis C. Moss,
Rebeca Sosa

ORDINANCE AMENDING SECTIONS 8A-281, 8A-284-286, 11A-2, 33-1, 33-217 AND 33-247 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SUBSTITUTING THE TERM "INTELLECTUAL DISABILITY" FOR THE TERMS "MENTAL RETARDATION" AND "RETARDATION", AND SUBSTITUTING THE TERM "PERSONS WITH INTELLECTUAL DISABILITIES" FOR THE TERM "THE MENTALLY RETARDED"; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: August 26, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro, Diaz

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Health & Social Services Committee on Monday, August 26, 2013 at 2:00 PM.*

4E

131421

Ordinance

Barbara J. Jordan,
Esteban L. Bovo, Jr.,
Jean Monestime

ORDINANCE RELATING TO REDEVELOPMENT OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA GENERALLY BOUNDED ON THE NORTH BY NW 151 STREET, ON THE WEST BY THE OPA-LOCKA EXECUTIVE AIRPORT, ON THE SOUTH BY THE TRI-RAIL CORRIDOR, AND ON THE EAST BY A CONSTRUCTED STORM-WATER LAKE MANAGED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; ESTABLISHING REDEVELOPMENT TRUST FUND; PROVIDING FOR APPROPRIATION OF FUNDS AND CALCULATION OF INCREMENT FOR DEPOSIT INTO FUND; SETTING FORTH OBLIGATION TO APPROPRIATE TO FUND AND DURATION OF OBLIGATION; PROVIDING FOR LIMITED COUNTY APPROVAL OF DEBT; PROVIDING FOR REVIEW OF FINANCIAL RECORDS AND RIGHT OF AUDIT; PROVIDING FINDING OF PUBLIC PURPOSE; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Adopted on first reading
Public Hearing: August 26, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro, Diaz

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Health & Social Services Committee on Monday, August 26, 2013 at 2:00 PM.*

4F

131292 Ordinance

ORDINANCE AMENDING ORDINANCE NO. 09-19 RELATING TO VERANDA SUBDIVISION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT EXPANDING THE DISTRICT'S BOUNDARIES TO INCLUDE CONTIGUOUS PROPERTY TO THE NORTH, IN ACCORDANCE WITH CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, AND PROVIDING AND EFFECTIVE DATE (Public Works & Waste Management)

*Adopted on first reading
Public Hearing: September 4, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro, Diaz*

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Board of County Commissioners meeting on Wednesday, September 4, 2013 at 9:30 AM.*

4G

131444 Ordinance

**Dennis C. Moss,
Lynda Bell,
Audrey M. Edmonson,
Rebeca Sosa**

ORDINANCE CREATING SECTION 12-26 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO COSTS OF SPECIAL ELECTIONS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: August 29, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro, Diaz*

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Economic Development and PortMiami Committee on Thursday, August 29, 2013 at 2:00 PM.*

SPECIAL NOTE: During today's (7/16) County Commission meeting, the foregoing Committee meeting was cancelled.

4H

131452

Ordinance

Rebeca Sosa,

Lynda Bell

ORDINANCE AMENDING CHAPTER 10 OF THE MIAMI-DADE COUNTY CODE, AMENDING SECTION 10-13 ESTABLISHING MANDATORY LAWS AND RULES TRAINING FOR CERTIFICATE HOLDERS, AND CREATING REINSTATEMENT PROCEDURES FOR NULL AND VOID LICENSES, AMENDING SECTION 10-20 REGARDING THE CONSTRUCTION TRADES QUALIFYING BOARD "A" DIVISION ORGANIZATION AND AMENDING QUORUM REQUIREMENTS FOR BOARD MEETINGS, PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted on first reading
Public Hearing: August 29, 2013
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 10- 0
Absent: Edmonson, Barreiro,
Diaz*

Report: *The foregoing proposed ordinance was adopted on first reading and set for public hearing before the Economic Development and PortMiami Committee on Thursday, August 29, 2013 at 2:00 PM.*

SPECIAL NOTE: During today's (7/16) County Commission meeting, the foregoing Committee meeting was cancelled.

5

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

5A

131398

Resolution

Xavier L. Suarez

RESOLUTION CODESIGNATING SW 84 STREET FROM SW 54 AVENUE TO SW 57 AVENUE AS "OLLA WAY" IN HONOR OF OUR LADY OF LOURDES ACADEMY

*Adopted
Resolution R-609-13
Mover: Xavier L. Suarez
Seconder: Sally A. Heyman
Vote: 11- 0
Absent: Edmonson, Zapata*

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

Chairwoman Sosa opened the public hearing on the foregoing item and Agenda Item 5A Supplement. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution and its supplement, as presented.

5A SUPPLEMENT

131449

Supplement

SUPPLEMENTAL INFORMATION ON RESOLUTION CODESIGNATING SW 84 STREET FROM SW 54 AVENUE TO SW 57 AVENUE AS 'OLLA WAY' IN HONOR OF OUR LADY OF LOURDES ACADEMY (OLLA) (Clerk of the Board)

Presented

5B

131179 Ordinance

ORDINANCE AUTHORIZING ISSUANCE OF NOT TO EXCEED \$885,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE BONDS, IN MULTIPLE SERIES, AS ADDITIONAL BONDS UNDER SECTION 207 OF ORDINANCE NO. 88-66, FOR PURPOSE OF FINANCING CERTAIN ADDITIONAL IMPROVEMENTS AND CAPITAL EXPENDITURES RELATING TO SEAPORT; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO NEW MONEY BONDS BE DETERMINED IN SERIES RESOLUTIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE (SEE AGENDA ITEM NO. 5C) (Finance Department)

*Adopted
Ordinance 13-74
Mover: Bruno A. Barreiro
Seconder: Lynda Bell
Vote: 12- 0
Absent: Edmonson*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed ordinance, as presented.

6/18/2013 4C *Adopted on first reading by the Board of County Commissioners*

6/18/2013 *Tentatively scheduled for a public hearing by the Board of County Commissioners to the Board of County Commissioners*

5C

131251 Resolution

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$360,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 207 OF MASTER ORDINANCE, TO PAY COSTS OF CERTAIN ADDITIONAL IMPROVEMENTS AND CAPITAL EXPENDITURES; AUTHORIZING ISSUANCE OF NOT TO EXCEED \$35,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 208 OF MASTER ORDINANCE, TO REFUND ALL OR A PORTION OF OUTSTANDING SERIES 1995 BONDS AND SERIES 1996 BONDS, WITH ESTIMATED NET PRESENT VALUE SAVINGS OF 9.87%, ESTIMATED COSTS OF ISSUANCE OF \$352,620.00 AND ESTIMATED FINAL MATURITY OF OCTOBER 1, 2026; APPROVING ISSUANCE OF BONDS AFTER PUBLIC HEARING AS REQUIRED BY SECTION 147(F) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS, THEIR NEGOTIATED SALE AND REFUNDING OF REFUNDED BONDS; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN COVENANTS; AUTHORIZING COUNTY OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH ISSUANCE, SALE, EXECUTION AND DELIVERY OF BONDS AND REFUNDING OF REFUNDED BONDS; AND PROVIDING SEVERABILITY [SEE AGENDA ITEM NO. 5B] (Finance Department)

Amended

Report: See Agenda Item 5C Amended, Legislative File No. 131583 for the amended version.

5C AMENDED

131583 Resolution

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$360,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 207 OF MASTER ORDINANCE, TO PAY COSTS OF CERTAIN ADDITIONAL IMPROVEMENTS AND CAPITAL EXPENDITURES; AUTHORIZING ISSUANCE OF NOT TO EXCEED \$35,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 208 OF MASTER ORDINANCE, TO REFUND ALL OR A PORTION OF OUTSTANDING SERIES 1995 BONDS AND SERIES 1996 BONDS, WITH ESTIMATED NET PRESENT VALUE SAVINGS OF 9.87%, ESTIMATED COSTS OF ISSUANCE OF \$352,620.00 AND ESTIMATED FINAL MATURITY OF OCTOBER 1, 2026; APPROVING ISSUANCE OF BONDS AFTER PUBLIC HEARING AS REQUIRED BY SECTION 147(F) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS, THEIR NEGOTIATED SALE AND REFUNDING OF REFUNDED BONDS; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN COVENANTS; AUTHORIZING COUNTY OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH ISSUANCE, SALE, EXECUTION AND DELIVERY OF BONDS AND REFUNDING OF REFUNDED BONDS; AND PROVIDING SEVERABILITY [SEE ORIGINAL ITEM UNDER FILE NO. 131251] (Finance Department)

*Adopted as amended
Resolution R-610-13
Mover: Sally A. Heyman
Seconder: Lynda Bell
Vote: 12- 0
Absent: Edmonson*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Vice Mayor Edward Marquez noted the County Administration wished to raise the TIC limit from 5.25 percent to 5.75 percent.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution as amended, to raise the TIC limit from 5.25 percent to 5.75 percent.

5D

131340 Resolution

RESOLUTION APPROVING A CLASS I PERMIT APPLICATION BY MIAMI-DADE COUNTY TO TRIM AND ALTER MANGROVES IN A COASTAL BAND COMMUNITY AND TO PERFORM NON-MAINTENANCE DREDGING AND FILLING OF TIDAL WATERS AND HALOPHYTIC WETLANDS AT HAULOVER BEACH PARK, MIAMI-DADE COUNTY, FLORIDA (Regulatory and Economic Resources)

*Adopted
Resolution R-611-13
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 11- 0
Absent: Edmonson, Bovo, Jr.*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5E

131380 Resolution

RESOLUTION APPROVING A CLASS I PERMIT APPLICATION AND REQUEST FOR A VARIANCE FROM SECTION 24-48.24 OF THE CODE OF MIAMI-DADE COUNTY BY T.B.C. CONDOMINIUM ASSOCIATION, INC. FOR AFTER-THE-FACT AUTHORIZATION OF A NON-WATER-DEPENDENT CANOPY AT 1880 SOUTH TREASURE DRIVE, NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA (Regulatory and Economic Resources)

*Adopted
Resolution R-612-13
Mover: Sally A. Heyman
Seconder: Lynda Bell
Vote: 10- 0
Absent: Monestime, Edmonson,
Zapata*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5F

131399 Resolution

RESOLUTION APPROVING AN APPLICATION BY THE CITY OF CORAL GABLES FOR A CLASS I PERMIT TO CONSTRUCT A FIXED PEDESTRIAN BRIDGE SPANNING THE CORAL GABLES WATERWAY AT GRANADA BOULEVARD BETWEEN JERONIMO DRIVE AND ORDUNA DRIVE, CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA (Regulatory and Economic Resources)

*Adopted
Resolution R-613-13
Mover: Xavier L. Suarez
Seconder: Rebeca Sosa
Vote: 10- 0
Absent: Monestime, Edmonson,
Zapata*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5G

131091 Resolution

RESOLUTION APPROVING THE PLAT OF WALMART GOULDS, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 56 SOUTH, RANGE 40 EAST (BOUNDED ON THE NORTH BY SW 211 STREET, ON THE EAST APPROXIMATELY 600 FEET WEST OF SW 112 AVENUE, ON THE SOUTH BY THE C-1 CANAL, AND ON THE WEST BY STATE HIGHWAY # 5 / US 1) (Regulatory and Economic Resources)

*Adopted
Resolution R-614-13
Mover: Dennis C. Moss
Seconder: Juan C. Zapata
Vote: 10- 0
Absent: Monestime, Edmonson,
Diaz*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5H

131348 Resolution

RESOLUTION APPROVING THE PLAT OF REGENCY POINTE, LOCATED IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 53 SOUTH, RANGE 41 EAST (BOUNDED ON THE NORTH BY NW 81 STREET, ON THE EAST BY NW 19 AVENUE, ON THE SOUTH BY NW 79 STREET, AND ON THE WEST APPROXIMATELY 85 FEET EAST OF NW 21 AVENUE) (Regulatory and Economic Resources)

*Adopted
Resolution R-615-13
Mover: Dennis C. Moss
Seconder: Juan C. Zapata
Vote: 11- 0
Absent: Monestime, Edmonson*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5I

131349 Resolution

RESOLUTION APPROVING THE WAIVER OF PLAT OF JORGE, AMPARO AND ISABEL DEL PINO, D-23374, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 56 SOUTH, RANGE 39 EAST (BOUNDED ON THE NORTH APPROXIMATELY 200 FEET SOUTH OF SW 226 STREET, ON THE SOUTHEAST BY US NO. 1/STATE ROAD NO. 5, ON THE SOUTH APPROXIMATELY 330 FEET NORTH OF SW 228 STREET, AND ON THE NORTHWEST BY THE BUSWAY) (Regulatory and Economic Resources)

*Adopted
Resolution R-616-13
Mover: Dennis C. Moss
Seconder: Juan C. Zapata
Vote: 11- 0
Absent: Monestime, Edmonson*

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5J

131150 Resolution

RESOLUTION APPROVING THE WAIVER OF PLAT OF SPLATT HOLDINGS, LLC, D-23301, LOCATED IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 55 SOUTH, RANGE 39 EAST (BOUNDED ON THE NORTH APPROXIMATELY 500 FEET SOUTH OF SW 136 STREET, ON THE EAST APPROXIMATELY 2310 FEET WEST OF SW 152 AVENUE, ON THE SOUTH BY THE CSX RIGHT-OF-WAY, AND ON THE WEST BY THE C-1W CANAL) (Regulatory and Economic Resources)

Adopted
Resolution R-617-13
Mover: Dennis C. Moss
Seconder: Juan C. Zapata
Vote: 11- 0
Absent: Monestime, Edmonson

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5K

131434 Resolution

RESOLUTION APPROVING THE PLAT OF CHURCH OF THE ROCK SUBDIVISION, LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 56 SOUTH, RANGE 40 EAST (BOUNDED ON THE NORTH BY SW 224 STREET, ON THE EAST BY SW 112 AVENUE, ON THE SOUTH BY SW 226 STREET, AND ON THE WEST APPROXIMATELY 100 FEET EAST OF SW 113 COURT) (Regulatory and Economic Resources)

Adopted
Resolution R-618-13
Mover: Dennis C. Moss
Seconder: Juan C. Zapata
Vote: 11- 0
Absent: Monestime, Edmonson

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

Chairwoman Sosa opened the public hearing on the foregoing item. She closed the public hearing after no one appeared wishing to speak.

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

5L

131436 Resolution

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA,
OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT
(Internal Services)

Deferred to August 29, 2013
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11-0
Absent: Edmonson, Suarez

Report: County Attorney Robert Cuevas read the foregoing proposed resolution and Agenda Item 5N into the record.

Chairwoman welcomed former Coral Gables Mayor Donald Slesnick to today's (07/16) County Commission meeting.

Chairwoman Sosa opened the public hearing and called for persons wishing to speak on this proposed resolution. She noted the speakers would be given 30 minutes to make their presentations.

Mr. Donald Slesnick, attorney representing the Government Supervisors Association of Florida, (GSAF) OPEIU, Local 100 Professional Employees Unit, 2701 Ponce-de-Leon Boulevard, Coral Gables, FL, appeared before the County Commission regarding the impasse between the County and the GSAF relating to the continuation of a one pay step reduction to the Night Shift Differential negotiated in 2011. He acknowledged the presence of Mr. Greg Blackman, GSAF President and Miami-Dade Transit Supervisor; Mr. Otto Castillo, GSAF Vice President and Miami-Dade Water and Sewer Department Supervisor; and Mr. Walter Clarit, GSAF officer and Miami-Dade Transit Supervisor. Mr. Slesnick recalled the concessions that employees previously agreed to as well as a one pay step reduction to the Night Shift Differential for non-exempt supervisors and professional employees who worked the night shift. He noted this was the same unit that was possibly about to lose approximately 250 employees. Mr. Slesnick said that rank and file employees received a two pay step Night Shift Differential while their supervisors received a one pay step, and he requested that the County Commission reinstate the two pay step Night Shift Differential. He noted he would support the Commission hearing presentations from the other unions before making a decision on the GSAF's request.

Mr. Greg Blackman, GSAF President, said that the employees who were seeking reinstatement of the two pay step Night Differential maintained the County's operations between 6:00 p.m. and 6:00 a.m., and he urged the County Commission to provide these employees parity with their subordinates. He requested that the County Commission reinstate the full Night Shift Differential pay for professional and supervisory employees, effective October 1, 2013. Mr. Blackman also requested to yield his remaining time on this item and on Agenda Item 5N to the AFSCME Solid Waste employees.

Chairwoman Sosa noted she could not grant Mr. Blackman's request to yield his time.

Mr. Blackman introduced GSAF Treasurer Walter Clarit; and First Vice President, Otto Castillo.

In response to Chairwoman Sosa's inquiry regarding the impact of reinstating the Night Shift Differential pay on the proposed budget, Mayor Gimenez said the impact would be approximately \$800,000 dollars. He noted the issue involved the "me-too" clauses, whereby if one union received a benefit then the other unions would also request it. Mayor Gimenez said that he had prepared an opening statement on this issue.

Responding to Mr. Slesnick's statement that he was informed the impact would be \$601,958, Mayor Gimenez noted he was advised that reinstating the Night Shift Differential pay would have an impact of \$897,000 on the proposed budget; however, he would request clarification.

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Chairwoman Sosa requested guidance from the County Attorney's office in addressing this Impasse item.

Assistant County Attorney Lee Kraftchick advised that the County Commission could resolve whether the Union obtained the concession they were seeking; or could facilitate further negotiations if the Union desired. He noted the Commission was required to resolve the impasse issue.

Commissioner Jordan inquired whether any of the other unions had agreed to the Night Shift Differential concession; and whether the amount quoted by Mayor Gimenez was applicable only to GSAF or was it the collective amount.

Mr. Michael Snyder, Director, Labor Management and Compensation, confirmed that several other shift differential issues were outstanding among other bargaining units. He noted the impact of reinstating the Night Shift Differential for the GSAF professional and supervisory units was approximately \$900,000. Mr. Snyder said that the breakdown for the other unions were as follows: American Federation of State, County and Municipal Employees (AFSCME) Local 3292, approximately \$50,000; and the Dade County Police Benevolent Association, approximately \$10 million.

Commissioner Monestime noted his understanding that the five percent healthcare contribution issue was also not resolved, and he questioned why both issues were not being addressed simultaneously.

In response to Commissioner Monestime's inquiry, Mayor Gimenez noted he had an opening statement which would clarify the issues.

Mayor Gimenez said that before the County Commission today (07/16) were six impasse items between the County Administration and several unions related to the contract reopeners contained within the Collective Bargaining Agreements (CBAs). He noted the County was currently in its second year and beginning the third year of a three-year CBA. He recalled the negotiations with the unions which led to a rollback of taxes to the benefit of Miami-Dade County citizens and noted although the economy had improved, the community had still not recovered from the challenging economic conditions over the past two years. Mayor Gimenez noted the original negotiations with each bargaining unit were even-handed and carried out in good faith as the Administration sought the dollar equivalent of reductions to merit and longevity benefits from each union. He said that the number of concessions for each union was different as the unions were given the discretion to develop their share of the concessions needed to balance the budget.

Mayor Gimenez indicated that as the Administration negotiated for the concessions the unions wanted reopeners within the CBAs for the return of selected concessions, should economic conditions improve, which the Administration believed was reasonable. He noted before the State of Florida increased Medicaid costs and contributions to the Florida Retirement System, the Administration had been hoping to reinstate some, if not all of these concessions to employees. Mayor Gimenez said that the single, biggest concession from all of the unions was the five percent healthcare insurance contribution. He noted each of the unions had a "me-too" clause regarding the return of all or a portion of the five percent healthcare contribution; therefore, if the five percent was returned to one union it would have to be returned to all of the unions. Mayor Gimenez advised that the total cost of

returning the five percent healthcare contribution would be \$55 million for Fiscal Year (FY) 2013-14 and \$74 million for FY 2014-15, as for the first quarter, most of the unions would still pay for the five percent contribution and it would drop off in January. He noted some of the unions may be asking for total, or partial reinstatement of their other concessions, and those requests would be problematic to grant as several of the unions had "me-too" provisions which would trigger a cascading effect on the return of these other benefits. Mayor Gimenez said that this would result in increased costs to the County for FY 2013-14 which the County could not afford. He stated that all of the costs associated with the other concessions amounted to an additional \$20.8 million.

Mayor Gimenez said that personally, he would like to be able to reinstate the five percent healthcare contributions and other concessions to employees; however, the Miami-Dade community had not recovered from the great recession. He noted if the choice was between raising taxes when the public could not afford it, versus increasing employee salaries and benefits, he would always choose to protect the taxpayers. Mayor Gimenez stated that the Administration concluded that the County could not afford the reinstatement of these concessions without tax increases or additional service cuts, and therefore, declared impasse. He also stated that pursuant to the CBA the time for negotiations had expired. Mayor Gimenez noted these impasse items were before the Commission today because the unions requested, and the CBAs called for, impasse resolution by the Commission by the second meeting in July 2013, as this would facilitate the Commission to set the County millage rates high enough to pay for these concessions. Mayor Gimenez pointed out that he was not in favor of doing any of this and the actions being proposed did not harm the employees. He emphasized that he was not asking for any additional concessions, but would not raise taxes or further reduce services in order to increase employee benefits at this time. Mayor Gimenez recalled that last year the Commission reinstated four percent of the original nine percent healthcare contributions to the majority of employees, against his recommendation, and the budgetary impact of that decision this year would be approximately \$50 million.

Mayor Gimenez said that the unions requested Clerk of Courts Harvey Ruvin to conduct an audit of the Health Insurance Fund. He noted Clerk Ruvin agreed to solicit an audit and expected to have the results of the audit by August 30, 2013. Mayor Gimenez said that the Administration would provide any and all information requested by the auditor expeditiously; however, it expected the auditor to concur with the following facts: 1) all monies that were in the Fund had been subject to audit every year; 2) since the County became fully self-insured in 2008 no money had been removed for anything other than health insurance cost; 3) the mechanics of funding the Health Insurance Fund required the Administration to forecast premiums and healthcare disbursements over a two-year timeframe which required long-term projections; and 4) there were two reserves in the Fund, one of which amounted to approximately two months of estimated insurance claims of approximately \$60 million to \$70 million as of FY 2012, and one reserve for Other Post-Employment Benefits (OPEB) which amounted to approximately \$30 million at the end of FY 2012.

Mayor Gimenez explained that the OPEB reserve was intended to cover future liability of the County subsidizing retiree health insurance and health benefits. He noted projections for calendar year 2014 indicated that the County could meet this reserve target, assuming that all medical trends remained as they were. Mayor Gimenez said that in order to accomplish this,

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the Administration increased the employer contribution to the Self-Insurance Fund by 25 percent, a \$39 million impact to the County budget; while employees' healthcare contribution remained at five percent. He noted this was done so as not to further burden the taxpayers or the employees. Mayor Gimenez pointed out that healthcare expenditures were extremely volatile, and implementation of the Affordable Care Act created more uncertainty and volatility. He noted a shortfall in the Self-Insurance Fund would result in a burden to taxpayers, and he reiterated that he would always choose to protect the taxpayers. Mayor Gimenez stated that AFSCME Local 3292 Solid Waste Employees was the only union before the Commission today with the impasse on the five percent health insurance contribution, and this union had requested deferral of this impasse resolution pending the results of the audit commissioned by Clerk Ruvin. He noted the Administration was requesting the County Commission to resolve the five percent healthcare contribution, and all other concession items brought by Solid Waste and other unions today (07/16), in order to finalize these negotiations. Mayor Gimenez reiterated that the Administration's proposal was not seeking additional concessions from employees.

In response to Chairwoman Sosa's inquiry, Ms. Jennifer Moon, Budget Director, Office of Management and Budget, confirmed that the five percent healthcare contribution was not applicable to the Fire Department because it had its own self-funded health insurance. She noted the Fire Union received a transfer that was equivalent to the employer contribution and it charged a premium to its members to make up the difference.

In response to Chairwoman Sosa's question as to whether the County had ever prohibited any of the other unions from having their own health insurance, Mayor Gimenez noted it was his understanding that the Police Benevolent Association once had its own health insurance and then came back to the County's health insurance.

Responding to Mayor Gimenez' statements, Mr. Slesnick clarified that no pay raises were granted to the GSAF members by the previous County Administration; the GSAF was before the Commission solely on the extra step in the Night Shift Differential, which did not include a "me-too" clause; and this contract did not include a "me-too" clause on the five percent healthcare contribution. Mr. Slesnick noted the five percent contribution may not be a new giveback but was an additional year of sacrifice, and employees were also taxpayers. He expressed appreciation to the County Commission for giving back the four percent last year; however, he pointed out, that was not an addition but a reinstatement of what used to be part of the employees' pay. Mr. Slesnick urged the Commission to consider reinstating the extra step on the Night Shift Differential.

Chairwoman Sosa closed the public hearing after no one else appeared wishing to speak.

Commissioner Monestime said that he was in favor of hearing all the unions before continuing with his comments and questions.

Chairwoman Sosa requested and the Commission members agreed that presentations be made by all the unions, followed by discussion among the Commission members.

Deputy Mayor Edward Marquez noted Labor Management and Compensation Director Michael Snyder would like to correct a statement made by Mr.

Slesnick regarding the "me-too" clause in the GSAF contract.

Mr. Snyder read a provision under the group health insurance in Article 38 of the GSAF's contracts regarding the "me-too" clause. He noted the five percent healthcare contribution could be interpreted as a premium issue and Article 38 was considered a "me-too" provision.

Mr. Slesnick noted he had never been told in any negotiations, nor had he proposed that the five percent healthcare contribution should be considered a "me-too" provision.

Mayor Gimenez said that the issue was not whether the GSAF's contracts included a "me-too" clause, but that other unions had "me-too" clauses in their contracts; thus, any benefit that was returned to the GSAF, would have to be returned to the other unions as well.

Chairwoman Sosa asked Mayor Gimenez to provide a report on the employees who served as union representatives at the end of the presentations.

5M

131437 Resolution

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

Deferred to August 29, 2013
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11- 0
Absent: Edmonson, Suarez

Report: Assistant County Attorney Lee Kraftchick read the foregoing proposed resolution into the record.

Chairwoman Sosa opened the public hearing on the foregoing proposed resolution.

Mr. Manny Anon, Jr., representing AFSCME Local 3292, Solid Waste Department, appeared before the County Commission.

Chairwoman Sosa requested a Point of Personal Privilege on behalf of Commissioner Bovo.

Commissioner Bovo introduced Ms. Maruchi Mendez, whose son, a former Florida International University student and baseball player, died as a result of a cardiac arrest. He noted Agenda Item 11A4, urging the Florida Legislature to enact legislation to require electrocardiograms of Florida High School student athletes as part of their pre-participation physical evaluations, was approved earlier in today's (07/16) meeting; however, he wanted to allow Ms. Mendez a brief opportunity to address the Commission.

Ms. Mendez expressed appreciation to Commissioner Bovo and to County Commission Chairwoman Sosa for allowing her to address the Commission. She noted her son died of sudden cardiac death (SCD) due to undetected cardiomyopathy, which was the number one cause of death for all student athletes. Ms. Mendez thanked the Commission for adopting Agenda Item 11A4 and noted this legislation must be adopted and require mandatory testing of all student athletes. She requested the Commission's continued support in her efforts to raise awareness of SCD at the legislative level.

Vice-Chairwoman Bell assumed the Chair.

Mr. Anon said that before he began his presentation he wanted to state some objections for the record. He noted Local 3292 and Local 199 had filed an Unfair Labor Practice (ULP) regarding the lack of negotiations within the past two days. Mr. Anon advised that whatever was said today, Local 3292 was not waiving its legal position as it related to the ULP.

Mr. Anon expressed concern regarding Chairwoman Sosa's position that one union could not concede its time to another union. He noted Local 3292 had waived its right to go before the Public Employees Relations Commission (PERC) in order to present its position to the County Commission, and for the Commission to decide the Union's issues timely and with merit. Mr. Anon said that he would not be able to make his presentation in 30 minutes, and asked the Chair to reconsider allowing him additional time. He pointed out that seven articles were at Impasse as well as the five percent healthcare contribution, and Local 3292 had not waived its right to time limits in negotiating that issue. Mr. Anon also referred to a clause in the Union's contract which allowed for mediation before coming to the County Commission. He noted the County technically declared an Impasse on July 3, 2013, which became official on July 8, 2013; and a letter was sent to the County on July 9th stating that Local 3292 wanted to proceed with mediation and requesting the County to send a list, which Local 3292 had not yet received. Mr. Anon said that he was not waiving any of these issues and asked the Chair and the Commission to reconsider their position and allow him at least one hour to make his presentation.

Vice-Chair Bell noted everyone else had been granted 30 minutes and if Mr.

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Anon wanted one hour and was placed at the end of the other presentations, a quorum might not be present.

Chairwoman Sosa resumed the chair. She noted all unions would be allowed 30 minutes to make their presentations.

Commissioner Jordan requested a point of clarification. She asked Assistant County Attorney Kraftchick to explain why only one union had an issue with the prescribed timeframe.

Assistant County Attorney Kraftchick noted Mr. Anon had a greater number of impasse issues and issues of greater significance. He advised that it was Chairwoman Sosa's discretion to determine the allotted timeframe to each union. Assistant County Attorney Kraftchick further advised that the CBAs provided that the concessions would be brought to the County Commission by the second meeting in July 2013.

In response to Commissioner Diaz' inquiry as to whether this item could be deferred until after the Commission's recess, Assistant County Attorney Kraftchick noted the contract provided for the impasse item to be resolved by the second meeting in July 2013; however, the item could be deferred if the Union and the County Commission agreed to the deferral.

Commissioner Diaz noted he would like to make a motion; however, it would have to be agreed to by the unions, as well as by majority vote of the County Commission.

Pursuant to Commissioner Diaz' motion, Chairwoman Sosa suggested that the County Commission dedicate one day to discuss the union contracts.

Commissioner Heyman said that her biggest concern was granting the opportunity to have a dialogue as the time needed by union representatives may differ based on their needs and proposals. She questioned whether the County had fewer options for adjusting the proposals financially as the millage had already been set.

Commissioner Heyman asked the Assistant County Attorney about the impact to the impasse items if one side was willing to have a dialogue, but was given restricted time, while the Commission was not available.

Assistant County Attorney Kraftchick advised that both parties would have to agree with the deferral.

Chairwoman Sosa asked Commissioner Diaz to proceed with his motion and requested one representative from each union to indicate his/her agreement or disagreement with the motion.

It was moved by Commissioner Diaz to defer this item until after the County Commission recess to allow the Administration and the unions to consider alternatives; and for the Commission to call a Special meeting to consider only the union items. This motion was seconded by Commissioner Monestime for discussion.

Commissioner Jordan proffered, and Commissioner Diaz accepted, an amendment that the Special meeting be held before the end of this Fiscal Year.

County Attorney Cuevas recommended that a date and time certain for the

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Special meeting be included in the foregoing motion to prevent it from being re-advertised.

In response to Commissioner Diaz' inquiry as to whether commissioners could speak to the union representatives, County Attorney Cuevas advised that the general rule was that no communication should occur during the insulated period; however, the Administration and the unions could agree to waive that requirement.

Chairwoman Sosa recommended, and Commissioner Diaz agreed, to schedule the Special meeting for August 29, 2013 at 9:30 a.m.

County Attorney Cuevas clarified that the motion would be to defer items 5L through 5Q assuming the six Unions were amenable to the deferral.

Chairwoman Sosa asked whether Mr. Slesnick, representing GSAF, Local 100 Professional Employees Unit, (Agenda Item 5L); and GSAF, Local 100 Supervisory Employees Unit, (Agenda Item 5N) agreed to the deferral.

Chairwoman Sosa was informed that Mr. Slesnick was no longer present.

Mr. Anon, representing AFSCME Local 3292, (Agenda Item 5M), noted he concurred with the deferral. He noted AFSCME Local 3292's position was that it was not at impasse.

A representative of AFSCME Local 199, (Agenda Item 5O), noted she concurred with the deferral. She noted AFSCME Local 199's position that it was not at impasse and stated that impasse was declared on them before the proposed budget came out and this was part of their complaint.

Mr. John Rivera, representing the Dade County Police Benevolent Association (PBA) Supervisory Unit, (Agenda Item 5P), and the PBA Rank and File Unit, (Agenda Item 5Q), offered to work with the County Commission. He noted he would agree to the deferral if Mayor Gimenez waived the PBA's ability to speak to the Commission, if not, he would not agree.

Mayor Gimenez said he would not agree to Mr. Rivera's request.

Commissioner Diaz noted he understood Mr. Rivera's position; however, he asked Mr. Rivera to understand that the deferral was to provide sufficient time for all presentations to be heard.

Mr. Rivera noted the unions were before the Commission today because of the Administration; however, he pledged to work with the Commission. He noted he concurred with the August 29th deferral.

Mr. Anon said that AFSCME Local 3292 would be available.

Chairwoman Sosa advised that the Land Use and Development Committee; and the Economic Development and Port Miami Committee meetings which were scheduled for August 29, 2013 would be cancelled and the Committee chairs would select a date to reschedule these meetings.

Assistant County Attorney Kraftchick said that he received a call from Mr. Slesnick who noted he concurred with the August 29th deferral.

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County Attorney Cuevas advised that the motion was to defer Agenda Items 5L through 5Q to August 29, 2013 at 9:30 a.m., at which time the public hearing on these six impasse items would be held.

Upon being put to a vote, the motion on the floor passed by a vote of 11-0; (Commissioners Edmonson and Suarez were absent).

Chairwoman Sosa asked Mayor Gimenez to work with the unions as there was now a tentative approval of the budget.

Mayor Gimenez noted the County Commission had set the millage rate, and working with the unions would be more costly; however, he would so. He said that he had no problem with deferring these items but if the County Commission decided to restore benefits and the healthcare contributions to employees, the Administration would have a short timeframe in which to make major revisions to the budget.

Mayor Gimenez noted he would work with the departments to identify savings that could save services.

Upon conclusion of the foregoing item, County Attorney Cuevas advised that Agenda Item 15B1 scheduled the public hearings for Agenda Items 4A, 4B, 4C, 4G, and 4H before the Economic Development and Port Miami Committee for August 29, 2014 at 2:00 p.m. He advised that a motion was needed to grant Chairwoman Sosa the discretion to reschedule those public hearings.

The County Commission proceeded to vote to grant Chairwoman Sosa the discretion to reschedule the public hearings previously scheduled for August 29, 2014 at 2:00 p.m. in conjunction with the Chairperson of the Economic Development and Port Miami Committee.

5N

131438 Resolution

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 SUPERVISORY EMPLOYEES UNIT (Internal Services)

Deferred to August 29, 2013
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11- 0
Absent: Edmonson, Suarez

Report: (See notes under Agenda Item 5L; Legislative File No. 131436)

50

131439 Resolution

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

Deferred to August 29, 2013
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11- 0
Absent: Edmonson, Suarez

5P

131440 Resolution

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION - (PBA) SUPERVISORY UNIT (Internal Services)

*Deferred to August 29, 2012
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11- 0
Absent: Edmonson, Suarez*

5Q

131441 Resolution

RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION - (PBA) RANK AND FILE UNIT (Internal Services)

*Deferred to August 29, 2013
Mover: Jose "Pepe" Diaz
Seconder: Jean Monestime
Vote: 11- 0
Absent: Edmonson, Suarez*

6A CHAIRWOMAN OF THE BOARD OF COUNTY COMMISSIONERS

6B POLICY MATTERS FOR DISCUSSION BY THE BOARD

6B1

131481 Discussion Item Bruno A. Barreiro

DISCUSSION REGARDING THE MIAMI HEAT *Presented*

Report: Commissioner Barreiro said it was his understanding that negotiations were ongoing between the County and the Miami Heat regarding the American Airlines Arena. He noted he was in favor of extending the lease agreements with the Miami Heat, but believed the development of Parcel B should be included in the negotiations. Commissioner Barreiro said the vision for the Downtown/Bayfront area, including construction of Museum Park, was coming to fruition, and he suggested receiving input from Miami Heat representatives regarding the development of Parcel B. He noted this property should be developed in a comprehensive manner.

Mayor Gimenez advised that that the County would have to negotiate in good faith with the Miami Heat, pursuant to the contract, and he would pursue the best deal possible for the County when negotiating an extension of the lease agreement with the Heat. He noted the possibility of Parcel B being incorporated into the negotiations; but pointed out that the County Commission needed to make a decision on this property. Mayor Gimenez said Parcel B had been vacant for a long time, was very valuable, and should benefit the public. He indicated that regardless of the outcome of the Heat negotiations, he believed that Parcel B, and anything else that could occur in the area should be considered. Mayor Gimenez commented on the upcoming dredging project which he noted would result in fill material which could be used to create more land, and to create a greater connection between Museum Park, the Arena and areas to the north. He concurred with Commissioner Barreiro that Parcel B should be developed in a comprehensive manner.

7 ORDINANCES SET FOR SECOND READING

7A

130911 Ordinance Esteban L. Bovo, Jr.,
Lynda Bell,
Sally A. Heyman,
Rebeca Sosa,
Juan C. Zapata

ORDINANCE AMENDING SECTION 10-38 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO DEBARMENT OF CONTRACTORS FROM COUNTY WORK INCREASING THE PERMITTED PERIOD OF DEBARMENT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

*Adopted
Ordinance 13-75
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 10- 2
No: Jordan, Monestime
Absent: Edmonson*

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

Hearing no questions or comments, the Board proceeded to vote on the foregoing proposed ordinance, as presented.

- 5/21/2013 Tentatively scheduled for a public hearing by the Board of County Commissioners to the Economic Development & Port Miami Committee
- 5/21/2013 4A Adopted on first reading by the Board of County Commissioners
- 6/13/2013 1F1 Forwarded to BCC with a favorable recommendation from the Economic Development & Port Miami Committee
- 7/2/2013 7B Deferred by the Board of County Commissioners

8 DEPARTMENTAL ITEMS

8A & 8B (No items were submitted for these sections.)

8C CULTURAL AFFAIRS DEPARTMENT

8C1

131285 Resolution

RESOLUTION AUTHORIZING FUNDING OF FOURTEEN (14) FELLOWSHIP AWARDS IN THE AMOUNT OF \$165,000.00 TO SOUTH FLORIDA ARTISTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS AS FISCAL AGENT FOR THE FY 2012-2013 SOUTH FLORIDA CULTURAL CONSORTIUM VISUAL & MEDIA ARTISTS FELLOWSHIP PROGRAM, WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN (Department of Cultural Affairs)

*Adopted
Resolution R-619-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

- 7/8/2013 3A Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Cultural Affairs & Recreation Committee

8C2

131308 Resolution

RESOLUTION APPROVING FUNDING OF A \$20,000 GRANT FROM THE DEPARTMENT OF CULTURAL AFFAIRS AS FISCAL AGENT FOR THE SOUTH FLORIDA CULTURAL CONSORTIUM TO NOVA SOUTHEASTERN UNIVERSITY ON BEHALF OF IT'S MUSEUM OF ART FORT LAUDERDALE FOR THE REGIONAL EXHIBITION OF THE SOUTH FLORIDA CULTURAL CONSORTIUM'S FY 2012-2013 VISUAL & MEDIA ARTISTS FELLOWSHIP PROGRAM, WAIVING RESOLUTION R-130-06, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE GRANT AGREEMENT AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN (Department of Cultural Affairs)

*Adopted
Resolution R-620-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

7/8/2013 3B Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Cultural Affairs & Recreation Committee

8C3

131332 Resolution

RESOLUTION APPROVING A LEASE BETWEEN THE STATE OF FLORIDA (STATE) AND CO-LESSEES, MIAMI-DADE COUNTY (COUNTY) AND FLORIDA INTERNATIONAL UNIVERSITY (FIU) AT THE COCONUT GROVE PLAYHOUSE, 3500 MAIN HIGHWAY, COCONUT GROVE, FL 33133 AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE, SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN (Department of Cultural Affairs)

*Adopted
Resolution R-621-13
Mover: Xavier L. Suarez
Seconder: Sally A. Heyman
Vote: 10- 1
No: Barreiro
Absent: Edmonson, Zapata*

7/9/2013 3A Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Finance Committee

8C3 SUPPLEMENT

131467 Supplement

SUPPLEMENT TO AGENDA ITEM REGARDING THE COCONUT GROVE PLAYHOUSE: APPROVAL OF A LEASE WITH THE STATE OF FLORIDA

Presented

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

8F INTERNAL SERVICES DEPARTMENT

8F1

131344 Resolution

RESOLUTION AUTHORIZING MODIFICATION OF COMPETITIVE CONTRACTS FOR PURCHASE OF GOODS AND SERVICES IN A TOTAL AMOUNT UP TO \$497,000.00 IN ADDITIONAL SPENDING AUTHORITY (Internal Services)

*Adopted
Resolution R-622-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

7/9/2013 3F

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Finance Committee

8F2

131451 Resolution

RESOLUTION AUTHORIZING MODIFICATION OF COMPETITIVE CONTRACT FOR GOODS AND SERVICES AND APPROXIMATELY \$2,150,000.00 IN REVENUE [SEE ORIGINAL ITEM UNDER FILE NO. 131368] (Internal Services)

*Adopted
Resolution R-623-13
Mover: Jean Monestime
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson*

7/9/2013 3G AMENDED

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Finance Committee

8G

MANAGEMENT AND BUDGET DEPARTMENT

8G1

131453 Resolution

RESOLUTION SETTING THE PROPOSED FY 2013-14 COUNTYWIDE, UNINCORPORATED MUNICIPAL SERVICE AREA, LIBRARY DISTRICT AND FIRE RESCUE DISTRICT OPERATING MILLAGE RATES AND COUNTYWIDE AND FIRE RESCUE DISTRICT DEBT SERVICE MILLAGE RATES; AND SETTING THE DATE, TIME AND LOCATION OF THE PUBLIC BUDGET HEARINGS (Office of Management and Budget)

Adopted

Resolution R-624-13

Mover: Esteban L. Bovo, Jr.

Seconder: Juan C. Zapata

Vote: 8- 4

No: Jordan, Monestime,

Heyman, Moss

Absent: Edmonson

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

Commissioner Bovo, Chairman of the Finance Committee, made a motion to concur with the Mayor's recommendation to keep all forms of County millage rates flat, including Countywide, Fire Rescue, Library District, and Unincorporated Municipal Service Area (UMSA) operating millage rates; and Countywide, Fire Rescue, Library District, and UMSA debt service millage rates.

Pursuant to County Attorney Cuevas' question as to whether the motion included the operating and debt service millage rates, Commissioner Bovo confirmed that his motion was to concur with the Mayor's recommendation presented at the Committee of the Whole meeting earlier.

Chairwoman Sosa clarified that the motion was to concur with the Mayor's recommendation to keep all forms of County millage rates flat, except for the self-imposed General Obligation Bonds, and an addition of 40 percent for the "No Kill" policy for Animal Services.

This motion was seconded by Commissioner Zapata, Vice Chair of the Finance Committee.

Commissioner Jordan pointed out that most of the public hearing held during the Committee of the Whole covered the "No Kill" policy for Animal Services. She said she believed that when the County Commission reconvened its BCC meeting, it would hear from the union representatives, before voting on the millage rates.

Chairwoman Sosa explained that the unions would be discussing impasse items in their negotiations with the Mayor, which was entirely separate from the budget.

Pursuant to Commissioner Jordan's comment that during the Committee of the Whole meeting, she did not mention the insurance deductions for the employees, Chairwoman Sosa assured her that she would have the opportunity to do so later in the meeting; however, at this point the commissioners were setting the tentative millage rates.

Commissioner Jordan pointed out that, based on Ms. Moon's comments, the vote on the millage rates would impact the negotiations regarding the insurance deductions for the employees.

Responding to Commissioner Diaz' question as to whether the millage rate for the Fire Rescue was separate, County Attorney Cuevas confirmed that it was.

Commissioner Diaz indicated that he would prefer to vote for the various millage rates separately, as was done in the past.

Chairwoman Sosa clarified that in the past there was one motion, and a vote on the first reading of the items. She said that this was the first time that a public hearing was held in conjunction with the setting of the millage rate. She asked Commissioner Bovo whether he agreed with bifurcating the millage rate for the Fire Rescue.

Commissioner Bovo noted he would reluctantly agree if this was the wish of his colleagues; however, he would prefer for his motion to remain as he made

it.

Hearing no further questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as presented.

8H PARKS, RECREATION AND OPEN SPACES DEPARTMENT

8H1

131331 Resolution

RESOLUTION AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AN ACCESS AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR HAMMOCKS MIDDLE SCHOOL PROPERTY AT 9885 HAMMOCKS BOULEVARD (Parks, Recreation and Open Spaces)

*Adopted
Resolution R-625-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

7/8/2013 3E

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Cultural Affairs & Recreation Committee

8H2

131406 Resolution

RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR A CONSTRUCTION CONTRACT BETWEEN MIAMI-DADE COUNTY AND LEMARTEC ENGINEERING & CONSTRUCTION CORPORATION FOR CONSTRUCTION OF TROPICAL PARK - EQUESTRIAN COMPLEX - PROJECT NO: 402202-05-005 GOB ESP; CONTRACT NO: 402202-05-005 GOB ESP, INCREASING THE CONTRACT AMOUNT BY \$354,110.57 (Parks, Recreation and Open Spaces)

*Adopted
Resolution R-626-13
Mover: Jose "Pepe" Diaz
Seconder: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Barreiro,
Moss, Zapata*

7/9/2013 3J

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Finance Committee

8I & 8J (No items were submitted for these sections.)

8K PUBLIC HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

8K1

**131450 Resolution Health & Social Services
Committee**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE FY 1994 THROUGH FY 2013 ACTION PLANS TO RECAPTURE AND REALLOCATE \$6,461,803.03 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND \$180,517.52 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS; ALLOCATE \$1,149,797.88 OF CDBG PROGRAM INCOME; AMEND SIX PROJECT SCOPES; AMEND THE FY 2013 ACTION PLAN TO ADJUST ALLOCATIONS TO REFLECT U.S. HUD ALLOCATIONS FOR CDBG, HOME AND ESG FUNDS AMOUNTS; RECAPTURE \$5,956,531.00 OF DOCUMENTARY STAMP SURTAX (SURTAX) FUNDS FROM HOUSING PROJECTS; AND AMEND THE FY 2013 ACTION PLAN TO INCLUDE LANGUAGE TO REFLECT CONTINUUM OF CARE STRATEGIC PLANNING COORDINATION WITH THE HOMELESS TRUST FOR EMERGENCY SOLUTIONS GRANT (ESG) FUNDS (Public Housing and Community Development)

Amended

Report: (See Agenda Item 8K1 Amended; Legislative File No. 131513)

7/8/2013 1E2 AMENDED Forwarded to BCC with a favorable recommendation from the Health & Social Services Committee

8K1 Amended

**131513 Resolution Health & Social Services
Committee**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE FY 1994 THROUGH FY 2013 ACTION PLANS TO RECAPTURE AND REALLOCATE \$6,259,803.03 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND \$180,517.52 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS; ALLOCATE \$1,149,797.88 OF CDBG PROGRAM INCOME; AMEND SIX PROJECT SCOPES; AMEND THE FY 2013 ACTION PLAN TO ADJUST ALLOCATIONS TO REFLECT U.S. HUD ALLOCATIONS FOR CDBG, HOME AND ESG FUNDS AMOUNTS; RECAPTURE \$5,956,531.00 OF DOCUMENTARY STAMP SURTAX (SURTAX) FUNDS FROM HOUSING PROJECTS; AND AMEND THE FY 2013 ACTION PLAN TO INCLUDE LANGUAGE TO REFLECT CONTINUUM OF CARE STRATEGIC PLANNING COORDINATION WITH THE HOMELESS TRUST FOR EMERGENCY SOLUTIONS GRANT (ESG) FUNDS [SEE ORIGINAL ITEM UNDER FILE NO. 131450] (Public Housing and Community Development)

*Adopted as amended
Resolution R-627-13
Mover: Dennis C. Moss
Seconder: Barbara J. Jordan
Vote: 10-1
No: Monestime
Absent: Edmonson, Zapata*

Report: The County Commission adopted the foregoing proposed resolution as amended to reduce the recaptured Community Development Block Grant funds amount from \$6,461,803.03 to \$6,259,803.03 to reflect the removal of the recapture recommendation of \$202,000 for the City of Opa-locka's Rehabilitation of Lift Station 8.

8K2

131376 Resolution

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SUBMIT A DEMOLITION AND DISPOSITION APPLICATION TO UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE VACANT MODELLO PUBLIC HOUSING DEVELOPMENT SITE; AUTHORIZING THE DEMOLITION OF SAID SITE SUBJECT TO APPROVAL BY UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO ANNUAL CONTRIBUTION CONTRACTS, AGREEMENTS, RELEASES, AND ANY OTHER DOCUMENTS THAT MAY BE REQUIRED BY UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (Public Housing and Community Development)

*Adopted
Resolution R-628-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8-0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

7/8/2013 3A

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Health & Social Services Committee

8K3

131455 Resolution

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MASTER DEVELOPMENT AGREEMENT, AN AMENDED AND RESTATED GROUND LEASE IN THE AMOUNT OF \$1.00, AND 100% OF THE CASH FLOW OF THE PUBLIC HOUSING UNITS, AND ALL OTHER NECESSARY MIXED-FINANCE CONTRACTS, AGREEMENTS AND RELATED DOCUMENTS WITH CARLISLE DEVELOPMENT GROUP, LLC, OR ITS ASSIGNEE, GREEN TURNKEY PLAZA, LTD (LOCAL), FOR REHABILITATION/REDEVELOPMENT OF EXISTING PUBLIC HOUSING UNITS AT THE GREEN TURNKEY PUBLIC HOUSING DEVELOPMENT, SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION, TERMINATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AUTHORIZING AMENDMENTS TO ANNUAL CONTRIBUTION CONTRACT, SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S APPROVAL (Public Housing and Community Development)

*Adopted
Resolution R-629-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8-0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

9 ADDITIONAL DEPARTMENTAL ITEMS

10 AUTHORITIES, BOARDS, COUNCILS AND TRUSTS

11 COUNTY COMMISSION

11A RESOLUTIONS

11A1

130971

Resolution

Lynda Bell,
Esteban L. Bovo, Jr.,
Sally A. Heyman,
Rebeca Sosa

RESOLUTION REQUIRING A DETAILED PROJECT BUDGET, *Amended*
SOURCES AND USES STATEMENT, CERTIFICATIONS AS
TO PAST DEFAULTS ON AGREEMENTS WITH NON-
COUNTY FUNDING SOURCES, AND DUE DILIGENCE
CHECK PRIOR TO THE COUNTY MAYOR OR COUNTY
MAYOR'S DESIGNEE RECOMMENDING A COMMITMENT
OF COUNTY FUNDS TO SOCIAL SERVICES, ECONOMIC
DEVELOPMENT, COMMUNITY DEVELOPMENT, AND
AFFORDABLE HOUSING AGENCIES AND PROVIDERS;
REQUIRING CERTAIN TERMS TO BE INCLUDED IN
CONTRACTS

Report: (See Agenda Item 11A1 Amended; Legislative File No. 131512)

6/11/2013 2A

Forwarded to BCC with a favorable recommendation from the Finance
Committee

7/2/2013 11A2

Deferred by the Board of County Commissioners

11A1 Amended

131512

Resolution

Lynda Bell,
 Esteban L. Bovo, Jr.,
 Sally A. Heyman,
 Rebeca Sosa

RESOLUTION REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK PRIOR TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RECOMMENDING A COMMITMENT OF COUNTY FUNDS TO SOCIAL SERVICES, ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND AFFORDABLE HOUSING AGENCIES AND PROVIDERS; REQUIRING CERTAIN TERMS TO BE INCLUDED IN CONTRACTS [SEE ORIGINAL ITEM UNDER FILE NO. 130971]

Adopted as amended
Resolution R-630-13
Mover: Lynda Bell
Secunder: Jose "Pepe" Diaz
Vote: 11- 0
Absent: Edmonson, Souto

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

Commissioner Bell noted there were three proposed amendments, as follows:

- ~ Section 1, replace the words "were resolved" with "are being resolved" at the end of this section;*
- ~ Section 2, fifth line, replace the words "person or entity" with "Agency;" and add the language "including but not limited to inquiring of other County departments, including inquiring of other County departments" to the end of this section;*
- ~Section 3, sixth line, add the language "The Mayor or Mayor's designee is not required by this resolution to recommend against funding or contracting with any Agency based upon the matters disclosed in the affidavit described in Section 1(A) above;" and add the word "Rather" and remove the word "further" in the next sentence.*

Commissioners Diaz and Monestime concurred with the amendments.

Commissioner Jordan said she had requested that a companion item be prepared regarding for-profit and private entities that were awarded general contracts with the County. She asked whether the amendments applied to those entities.

Commissioner Bell noted this item pertained to public funding, such as general obligation funding and community based organization funding.

Commissioner Jordan noted she would follow up with the County Attorney's Office on her requested item.

Hearing no further questions or comments, the Board proceeded to vote on the foregoing proposed resolution, as amended.

FINAL OFFICIAL

11A2

131111 Resolution Esteban L. Bovo, Jr., Lynda Bell, Rebeca Sosa

RESOLUTION PROVIDING THAT NO MORE THAN TWENTY-FIVE PERCENT OF A COMMUNITY BASED ORGANIZATION'S ADMINISTRATIVE BUDGET MAY BE PAID FROM MIAMI-DADE COUNTY GENERAL FUNDS

Deferred to September 4, 2013
Mover: Esteban L. Bovo, Jr.
Secunder: Rebeca Sosa
Vote: 11- 0
Absent: Edmonson, Souto

Report: Commissioner Bovo requested that the foregoing proposed resolution be deferred.

6/11/2013 2D Forwarded to BCC with a favorable recommendation from the Finance Committee

7/2/2013 11A3 Deferred by the Board of County Commissioners

11A3

131015 Resolution Esteban L. Bovo, Jr., Lynda Bell, Jose "Pepe" Diaz, Rebeca Sosa

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE BARGAINING AGENTS REPRESENTING COUNTY EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING RECOMMENDATION NUMBER FIVE AND SUGGESTION NUMBER ONE FROM THE FINAL REPORT OF THE COMPENSATION AND BENEFITS REVIEW AD HOC COMMITTEE WHICH WOULD LIMIT THE PAYOUT OF SICK LEAVE FOR NEWLY-HIRED COUNTY EMPLOYEES TO A MAXIMUM OF 600 HOURS WITH THE PAYOUT TO BE CALCULATED AT THE AVERAGE RATE OF AN EMPLOYEE'S EARNINGS AND WOULD REDUCE THE MAXIMUM LIMIT FOR ACCRUAL OF ANNUAL LEAVE FOR NEWLY-HIRED EMPLOYEES FROM 500 HOURS TO 300 HOURS

Deferred to October 1, 2013
Mover: Barbara J. Jordan
Secunder: Esteban L. Bovo, Jr.
Vote: 12- 0
Absent: Edmonson

6/11/2013 2C Forwarded to BCC with a favorable recommendation from the Finance Committee

7/2/2013 11A4 Deferred by the Board of County Commissioners

FINAL OFFICIAL

11A4

131269

Resolution

Esteban L. Bovo, Jr.,
Lynda Bell,
Sally A. Heyman,
Barbara J. Jordan,
Dennis C. Moss,
Rebeca Sosa

RESOLUTION URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION TO REQUIRE ELECTROCARDIOGRAMS OF FLORIDA HIGH SCHOOL STUDENT ATHLETES AS PART OF THEIR PREPARTICIPATION PHYSICAL EVALUATIONS

Adopted
Resolution R-631-13
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson

7/2/2013 11A15

Deferred by the Board of County Commissioners

11A5

131408

Resolution

Sally A. Heyman

RESOLUTION URGING PET SHOP OWNERS TO INSTALL A FIRE ALARM SYSTEM OR UPGRADE AN EXISTING STAND ALONE SECURITY MONITORING SYSTEM FOR INCLUSION OF FIRE ALARM SYSTEM TO PROVIDE EARLY WARNING NOTIFICATION OF AN IMMINENT FIRE; TO ENHANCE THE SAFETY OF PET STORE ANIMALS

Adopted
Resolution R-632-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

11A6

131366

Resolution

Rebeca Sosa,
Lynda Bell,
Esteban L. Bovo, Jr.

RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ISSUE REGULATIONS TO BAN COMMERCIAL VEHICLES FROM THE LEFT LANE OF FLORIDA'S TURNPIKE AND OTHER EXPRESSWAYS IN MIAMI-DADE COUNTY EXCEPT IN DESIGNATED ZONES TO ALLOW SUCH COMMERCIAL VEHICLES SAFE ACCESS TO LEFT-LANE EXITS OR OTHER TURNPIKE OR EXPRESSWAY FACILITIES

Adopted
Resolution R-633-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

FINAL OFFICIAL

11A7

131319 Resolution Juan C. Zapata

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR DEVELOPMENT OF A DISTRICT 11 STRATEGIC PLAN; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS; AND WAIVING APPLICATION OF USER ACCESS PROGRAM TO THE AGREEMENT IN ACCORDANCE WITH SECTION 2-8.10 OF THE CODE OF MIAMI-DADE COUNTY

Withdrawn
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

7/11/2013 2D

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Economic Development & Port Miami Committee

11A7 SUBSTITUTE

131476 Resolution Juan C. Zapata

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR DEVELOPMENT OF A DISTRICT 11 STRATEGIC PLAN; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS; AND WAIVING APPLICATION OF USER ACCESS PROGRAM TO THE AGREEMENT IN ACCORDANCE WITH SECTION 2-8.10 OF THE CODE OF MIAMI-DADE COUNTY (SEE ORIGINAL ITEM UNDER FILE NO. 131319)

Withdrawn
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

11A8

131314 Resolution Barbara J. Jordan

RESOLUTION APPROVING AMENDMENT TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM GRANT AGREEMENT BETWEEN COUNTY AND UDG III OASIS, LLC REGARDING CONSTRUCTION OF LAKE VUE OASIS AFFORDABLE SINGLE FAMILY RESIDENCES; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND DELIVER AMENDMENT

Adopted
Resolution R-634-13
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson

7/9/2013 2C

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation as corrected from the Finance Committee

FINAL OFFICIAL

11A9

131367 **Resolution** **Barbara J. Jordan,**
Jean Monestime,
Esteban L. Bovo, Jr.,
Jose "Pepe" Diaz,
Rebeca Sosa

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE BARGAINING AGENTS REPRESENTING COUNTY EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING THE RECOMMENDATIONS OF THE COMPENSATION AND BENEFITS REVIEW AD HOC COMMITTEE

Deferred to October 1, 2013
Mover: Barbara J. Jordan
Seconder: Esteban L. Bovo, Jr.
Vote: 12- 0
Absent: Edmonson

7/9/2013 2D

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Finance Committee

11A10

131447 **Resolution** **Jose "Pepe" Diaz,**
Esteban L. Bovo, Jr.,
Sally A. Heyman

RESOLUTION COMMEMORATING THE 50TH ANNIVERSARY OF THE VIETNAM WAR; EXPRESSING SUPPORT FOR THE NOVEMBER 8, 2013 PARADE SPONSORED BY THE MIAMI-DADE COUNTY MILITARY AFFAIRS BOARD WELCOMING HOME AND REMEMBERING VIETNAM VETERANS; DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO PROVIDE THE NECESSARY STAFF AND IN-KIND SUPPORT TO COORDINATE THE PARADE WHEN THE COMMISSION APPROVES THE SOURCE OF THE FUNDS AND THE NECESSARY AMOUNT AT A LATER DATE; AND ALLOCATING \$50,000.00 TO THE MILITARY AFFAIRS TRUST FUND FOR THE PARADE WHEN THE COMMISSION APPROVES THE SOURCE OF THE FUNDS AT A LATER DATE

Adopted
Resolution R-635-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

11A11

131456 **Resolution** **Rebeca Sosa,**
Lynda Bell,
Esteban L. Bovo, Jr.,
Sally A. Heyman

RESOLUTION OPPOSING ANY FURTHER COST SHIFTS BY THE FLORIDA LEGISLATURE TO MIAMI-DADE COUNTY RELATED TO COUNTY MEDICAID CONTRIBUTIONS AND OPPOSING ANY DELAY OR ELIMINATION OF THE TRANSITION TO A MEDICAID ENROLLEES FORMULA; IDENTIFYING THIS ISSUE AS A CRITICAL COUNTY PRIORITY FOR THE 2014 AND 2015 SESSIONS; URGING THE FLORIDA ASSOCIATION OF COUNTIES TO IDENTIFY THIS ISSUE AS ONE OF ITS PRIORITIES FOR THE 2014 AND 2015 SESSIONS

Adopted
Resolution R-636-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

11A12

131465

Resolution

Rebeca Sosa,
Lynda Bell,
Esteban L. Bovo, Jr.

RESOLUTION URGING THE U.S. CONGRESS AND THE U.S. DEPARTMENT OF EDUCATION TO REFORM THE CURRENT STUDENT LOAN SYSTEM; URGING THE U.S. CONGRESS TO RESTORE THE 3.4 PERCENT INTEREST RATE ON SUBSIDIZED FEDERAL STUDENT LOANS

Adopted
Resolution R-637-13
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro, Moss, Souto, Zapata

11B ADDITIONAL BUDGET ALLOCATIONS

11B1

131502

Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS (DISTRICT 2)

Approved
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Suarez, Souto, Diaz

Report: *The following funding allocations were made from fiscal year (FY) 2012/13 District 2 Office Budget Funds as requested by Commissioner Monestime:*

- \$250 to New Hope Development Center, Inc.*
- \$400 to Miami-Dade NAACP*
- \$885 for expenses for June 11, 2013 Community Workshop*
- \$222.50 for expenses for June 14, 2013 Community Empowerment Conference*
- \$205.76 for expenses for July 4, 2013 Celebration*
- \$250 to Black Affairs Advisory Board*
- \$250 to AFL CIO*
- \$500 to Dr. Robert B. Ingram Foundation, Inc.*

11B2

131503 Report

REIMBURSEMENT FROM COMMUNITY BASED ORGANIZATION OFFICE ACCOUNT FUNDS (DISTRICT 4)

Approved
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Suarez, Souto, Diaz

Report: *The following funding allocations were reimbursed from Community Based Organization – District 4 Office Account Funds as requested by Commissioner Heyman:*

- \$192 from Nautilus Middle School*
- \$750 from Best Buddies*
- \$250 from Women’s Fund*
- \$850 from ARC of South Florida*
- \$125 from University of Miami CARD (Autism)*
- \$375 from University of Miami CARD (Autism)*
- \$100 from Tiffany Cannava – Ruth K. Broad Elementary*
- \$100 from Actors Playhouse*
- \$1,000 from International Women’s Forum*

11B3

131504 Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS (DISTRICT 6)

Approved
Mover: Esteban L. Bovo, Jr.
Seconder: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Suarez, Souto, Diaz

Report: *The following funding allocations were made from fiscal year (FY) 2012/13 District 6 Office Budget Funds as requested by Chairwoman Sosa:*

- \$325 to Office Workshop Seminar on August 2, 2013*
- \$1,000 to Centro Comunitario De Ayuda Enlace, Inc.*

11B4

131505 Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS
(DISTRICT 8)

Approved
Mover: Esteban L. Bovo, Jr.
Second: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Suarez,
Souto, Diaz

Report: \$1,000 to ARTSOUTH in support and sponsorship of their arts summer camp
\$800 to Animal Services in support of the District 8 Spay/Neutering and Adoption Event
\$250 to PATCHES in support and sponsorship of their 6th Annual Spaghetti Fundraiser Dinner
\$100 to The Cat Network in support and sponsorship of their Star Spay-ngled Celebration
Up to \$50 to the District 8 Adopt-A-Tree Event
\$1,000 to This is the Dog! For their efforts to help solve the pet overpopulation problem in South Dade Community
\$1,000 to Village of Palmetto Bay in support and sponsorship of their 2013 Summer Concert

11B5

131506 Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS
(DISTRICT 9)

Approved
Mover: Esteban L. Bovo, Jr.
Second: Rebeca Sosa
Vote: 9- 0
Absent: Edmonson, Suarez,
Souto, Diaz

Report: The following funding allocations were made from fiscal year (FY) 2012/13 District 9 Office Budget Funds as requested by Commissioner Moss:

\$500 to New Beginning Missionary Baptist Church Inc., of South Miami to support their Senior Citizen's Travel Program
\$500 to The National Association of The Bahamas to support their Annual Scholarship Gala
\$500 to Abstinence Between Strong Teens Int'l, Inc., to support their "Project HOPE (Healthy Opportunities Provide Empowerment)" Program
\$1,500 to Greater Miami Service Corps., to support their Fourth Annual Golf Classic and Award Dinner

11B6

131507 Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS
(DISTRICT 12)

Approved

Mover: Esteban L. Bovo, Jr.

Seconder: Rebeca Sosa

Vote: 9- 0

*Absent: Edmonson, Suarez,
Souto, Diaz*

Report: *The following funding allocation was made from fiscal year (FY) 2012/13 District 12 Office Budget Funds as requested by Commissioner Diaz:*

\$1,000 to The Greater Miami Chamber of Commerce

11B7

131508 Report

ALLOCATION OF (FY) 2012/13 OFFICE BUDGET FUNDS
(DISTRICT 12)

Approved

Mover: Esteban L. Bovo, Jr.

Seconder: Rebeca Sosa

Vote: 9- 0

*Absent: Edmonson, Suarez,
Souto, Diaz*

Report: *At the January 23, 2013, Board of County Commission Meeting, the Commission decided to release their allocated tickets in exchange for \$102,000.00 per the Mayor's discussion/recommendation. Stated on the record was the intent to provide funds for each district for child recreation purposes.*

Specific to District 12 and the 1/3 equitable share of \$7,846.00, Commissioner Diaz asked to allocate his one-time Sony Open Funds as follows:

\$1,950 to City of Virginia Gardens Youth Summer Camp

\$2,146 to Parks Foundation Swim for Jenny Organization for swimming lessons

\$1,800 to City of Medley Summer Camp

\$1,950 to City of Hialeah Gardens for free swimming lessons

11B8

131510 Report

RESCINDING ALLOCATION OF OFFICE BUDGET FUNDS
(DISTRICT 12)

*Approved**Mover: Esteban L. Bovo, Jr.**Seconded: Rebeca Sosa**Vote: 9- 0**Absent: Edmonson, Suarez,
Souto, Diaz*

Report: *For the record, Commissioner Diaz asked to rescind the following allocations as indicated:*

- \$353 from P-Card for Valentine's Day Events (from February 17, 2009)*
- \$136 from P-Card for Spring Jam (from March 17, 2009)*
- \$1,398 from P-Card allocation (from June 2, 2009)*
- \$1,819 from P-Card allocation (Miami Children's Toys) (from December 15, 2009)*
- \$3,429 from P-Card allocation (Mother's Day) (from May 4, 2010)*
- \$680 from P-Card allocation (Ayers Distributor) (from April 4, 2011)*
- \$659 from District 12's Spring Festival (from May 3, 2011)*
- \$4,000 from District 12's Scholarship Fund (from September 22, 2011)*
- \$3,354 from District 12's Elderly Christmas Luncheon (from September 22, 2011)*
- \$2,562 from District 12's Annual Spring Festival (from September 22, 2011)*
- \$3,820 from District 12's Annual Mother and Father's Day Celebrations (from May 15, 2012)*
- \$2,697 from allocation for Bijoux Terner – Mother and Fathers (from April 21, 2009)*
- \$1,000 from allocation for America's People Alliance (from May 4, 2010)*
- \$1,000 from allocation for Miami Killian Army JROTC (from June 3, 2010)*
- \$399 from allocation for 926th Army Civil Engineer (from September 21, 2010)*
- \$1,000 from allocation for Cuban Liberty Council (from November 4, 2010)*

12**COUNTY MAYOR**

12A1

131446

Resolution

Rebeca Sosa

RESOLUTION EXPRESSING INTENT TO DEVELOP A FORMALIZED PARTNERSHIP WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO ESTABLISH AND ENHANCE MAGNET SCHOOLS IN DIRECT ALIGNMENT WITH TARGETED INDUSTRIES INCLUDED WITHIN THE BEACON COUNCIL'S ONE COMMUNITY, ONE GOAL PLAN (Mayor)

*Adopted
Resolution R-638-13
Mover: Lynda Bell
Seconder: Jean Monestime
Vote: 12- 0
Absent: Edmonson*

Report: *Commissioner Jordan commented on the proposed partnership with Miami-Dade County Public Schools (MDCPS) to establish industry-focused schools of choice, which was discussed at this morning's (7/16) Committee of the Whole meeting. She noted MDCPS would also be establishing the Sports Medicine Academy at Miami-Norland Senior High School, one of the first sites to be revamped. Commissioner Jordan said the County had also requested that consideration be given to building a school in the urban corridor, similar to the one with the Latin Chamber, in order to assist with the County's bond program and to prepare young adults for employment opportunities.*

13

COUNTY ATTORNEY

14

ITEMS SUBJECT TO 4-DAY RULE

14A1

131313

Resolution

Lynda Bell

RESOLUTION DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE UP TO 203 TRANSIT PASSES PER MONTH FOR ONE YEAR TO CITY YEAR TO BE DISTRIBUTED TO ITS VOLUNTEERS SERVING WITHIN MIAMI-DADE COUNTY IN EXCHANGE FOR NO LESS THAN 3,500 HOURS OF VOLUNTEER SERVICES IN FURTHERANCE OF BEAUTIFICATION OR OTHER RELATED SERVICES TO BENEFIT MIAMI-DADE COUNTY

*Adopted
Resolution R-639-13
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson*

7/10/2013 2A

Forwarded to BCC with a favorable recommendation from the Transportation & Aviation Committee

14A2

131384

Resolution

Rebeca Sosa,
Lynda Bell

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE AMENDED AND RESTATED TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SEABOARD MARINE, LTD.; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE TERMINAL SERVICES AGREEMENT BETWEEN PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C. AND SEABOARD MARINE, LTD. (Port of Miami)

Adopted
Resolution R-640-13
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson

7/11/2013 3A

Forwarded to the BCC by the BCC Chairperson with a favorable recommendation from the Economic Development & Port Miami Committee

14A3

131425

Resolution

RESOLUTION APPROVING A LEASE FOR REAL PROPERTY BETWEEN MIAMI-DADE COUNTY AND TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) ENROLLMENT CENTER (MORPHOTRUST USA, INC.) FOR OFFICE SPACE LOCATED AT PORTMIAMI CREDENTIALING OFFICE; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS (Port of Miami)

Adopted
Resolution R-641-13
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson

7/11/2013 3B

Forwarded to BCC with a favorable recommendation from the Economic Development & Port Miami Committee

14A4

131460

Resolution

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR GRANT FUNDS TOTALING APPROXIMATELY \$200,000.00, AND POSSIBLY AN ADDITIONAL \$600,000.00 AT THE END OF PHASE I TO IMPROVE SERVICES FOR HIGH-RISK DOMESTIC VIOLENCE VICTIMS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE PROGRAM AGREEMENTS AND TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUTURE FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM (Community Action and Human Services)

Adopted
Resolution R-642-13
Mover: Sally A. Heyman
Seconder: Rebeca Sosa
Vote: 12- 0
Absent: Edmonson

FINAL OFFICIAL

14A5

131463 Resolution Esteban L. Bovo, Jr., Lynda Bell

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO CREATE A PLAN FOR MAIL-BASED FUNDRAISING FOR IMPROVED ANIMAL SERVICES PROGRAMS

Adopted Resolution R-643-13 Mover: Esteban L. Bovo, Jr. Seconder: Sally A. Heyman Vote: 12-0 Absent: Edmonson

Report: Commissioner Heyman asked Mayor Gimenez to coordinate with Mr. Alex Munoz, Director, Animal Services Department, to implement this resolution.

14A6

131461 Resolution

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR A GRANT IN THE APPROXIMATE AMOUNT OF \$38,000.00 TO PROVIDE LEGAL SERVICES TO VICTIMS OF DOMESTIC VIOLENCE, THROUGH AMERICANS FOR IMMIGRANT JUSTICE, THE LEAD GRANT APPLICANT, IN COLLABORATION WITH THE TRAUMA RESOLUTION CENTER, VICTIMS RESPONSE, INC., AND THE CENTER FOR INDEPENDENT LIVING OF SOUTH FLORIDA INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AWARDS, AGREEMENTS AND AMENDMENTS (Community Action and Human Services)

Adopted Resolution R-644-13 Mover: Sally A. Heyman Seconder: Rebeca Sosa Vote: 12-0 Absent: Edmonson

14A7

131417 Resolution Juan C. Zapata

RESOLUTION APPROVING REIMBURSEMENT TO STERLYN BROWN IN AN AMOUNT NOT TO EXCEED \$1,955.32 FOR THE THEFT/LOSS OF PERSONAL TOOLS STOLEN FROM HIS COUNTY VEHICLE IN ACCORDANCE WITH SECTION 2-11.13 OF THE CODE OF MIAMI DADE COUNTY AND ADMINISTRATIVE ORDER 7-23 (Water & Sewer Department)

Adopted Resolution R-645-13 Mover: Sally A. Heyman Seconder: Rebeca Sosa Vote: 12-0 Absent: Edmonson

7/9/2013 3E

Forwarded to BCC with a favorable recommendation from the Infrastructure & Capital Improvements Committee

14A8

131491

Resolution

Rebeca Sosa

RESOLUTION (1) APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A PIER CHECK-IN, STEVEDORING AND SECURITY SERVICES ACCESS AND INVOICE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ROYAL CARIBBEAN CRUISES, LTD. ("RCCL"); (2) APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE A SECURITY SERVICE CONTRACT BETWEEN MIAMI-DADE COUNTY AND MCROBERTS PROTECTIVE AGENCY, INC.; (3) AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL CANCELLATION, TERMINATION RENEWAL AND ALL OTHER RIGHTS CONFERRED IN THE AFOREMENTIONED AGREEMENTS; AND (4) WAIVING COMPETITIVE BIDDING AND BID PROTEST PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE CODE OF MIAMI DADE COUNTY IN CONNECTION WITH THE APPROVAL AND EXECUTION OF THE AFOREMENTIONED AGREEMENTS, THE MAYOR FINDING IT TO BE IN THE BEST INTEREST OF THE COUNTY TO DO SO (Port of Miami)

*Adopted**Resolution R-646-13**Mover: Sally A. Heyman**Seconder: Rebeca Sosa**Vote: 12- 0**Absent: Edmonson*

15

CLERK OF THE BOARD

15A

RESOLUTIONS

15A1

131435

Resolution

Clerk of the Board

RESOLUTION APPROVING REQUEST OF PROPERTY APPRAISER TO RETAIN OUTSIDE LEGAL COUNSEL TO FILE A LAWSUIT AGAINST MIAMI-DADE COUNTY SEEKING DECLARATORY JUDGMENT REGARDING THE POWERS OF THE PROPERTY APPRAISER AND AUTHORIZING THE PROPERTY APPRAISER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES, WITH PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 AND TO EXERCISE ANY EXTENSION, RENEWAL AND CANCELLATION PROVISIONS (Office of Property Appraiser)

The motion that this Resolution be Adopted failed.

Mover: Juan C. Zapata

Seconder: Esteban L. Bovo, Jr.

Vote: 3- 8

No: Jordan, Monestime,

Heyman, Barreiro, Sosa, Suarez, Moss, Diaz

Absent: Edmonson, Souto

Report: Pursuant to Chairwoman Sosa's request that the County Attorney explain the powers and authority of the Property Appraiser's Office, County Attorney Cuevas said he believed that the Property Appraiser's Office was subject to the policy and ordinance directions of the County Commission. He noted the policy of this Commission was contained within the ordinance adopted by the Commission establishing the Property Appraiser's Office; that in that ordinance, the Commission as a matter of policy, directed that the Property Appraiser's Office be subject to the Conflict of Interest Ordinance or the County's Code, the Inspector General's Ordinance, and other policies. Mr. Cuevas noted based on concerns raised by Commissioner Moss regarding the ability of candidates for Property Appraiser to represent to the public that they would lower taxes; this Commission went a step further and mandated that candidates for that office comply with the Ethical Campaign Practice Ordinance.

Additionally, this Commission required that candidates for office, in raising money for campaigns, disclose campaign contributions from business entities and specifically, that those entities report to the supervisor or their campaign finance chairs, all real and personal property in the County subject to assessment, Mr. Cuevas noted. He explained that the ordinances and policies previously mentioned were adopted by this Commission and were applicable to the Office of the Property Appraiser; however, they would no longer be applicable if the Property Appraiser became a constitutional officer.

Continuing, County Attorney Cuevas noted the Property Appraiser was requesting this Commission's authorization to retain special counsel to challenge its own policy decisions. He clarified that it was within this Commission's power to make those policy changes, and it did not have to authorize the hiring of outside counsel to make those changes. In fact, this Commission had the authority to place a proposed Charter amendment on the November 4th ballot, creating the Property Appraiser's Office as a constitutional office, no longer subject to its policies and ordinances. The Commission could also amend the ordinance creating the Property Appraiser's Office to exempt or remove the Property Appraiser from the Conflict of Interest Ordinance and the Inspector General's Office, Mr. Cuevas explained. He reiterated that aforementioned were all prerogatives and policies of this Commission, which it had the authority to change. Essentially, he noted this Commission had the option to have the office of Property Appraiser controlled or uncontrolled by what members of the Board decided on today as a matter of policy, not by a lawsuit.

Chairwoman Sosa requested clarification as to whether the individual elected as the property appraiser would be subject to the Conflict of Interest Code and the Inspector General's Office if that office became independent.

County Attorney Cuevas reiterated that if the property appraiser became a constitutional officer, he would not be subject to the Conflict of Interest Ordinance or the County Code, the Inspector General's Ordinance, and a number of other policies because there was no State equivalent applicable to a constitutional officer.

Chairwoman Sosa said she believed that the source of the Property Appraiser's frustration was his inability to negotiate with the unions representing his employees. She asked whether it would be possible for this Commission to amend the ordinance creating the Property Appraiser's Office to allow him to negotiate with the unions, with an understanding that he would not have the authority to authorize any expenditure of funds.

County Attorney Cuevas reassured Chairwoman Sosa that this Commission could amend the ordinance creating the Property Appraiser's Office to grant him more flexibility to deal with his staff.

Chairwoman Sosa questioned, and County Attorney Cuevas confirmed, that the Property Appraiser could meet with the Chairman of the Finance Committee and afterward, meet with her separately, to develop a proposal for consideration by this Commission, amending the existing ordinance(s) to allow the Property Appraiser more flexibility.

Pursuant to Commissioner Bovo's suggestion that members of the Board give the Property Appraiser an opportunity to provide some input or respond to some of the questions raised by members of the Board, Chairwoman Sosa asked Mr. Lopez-Cantera to come forward.

Commissioner Suarez said he had an idea that was an alternative to what was already on the table, which was that this Commission allows the Property Appraiser to seek a Declaratory Judgment and that the Board enter into a Consent Decree after the lawsuit was filed, thus avoiding any litigation expenses.

Following further clarification from Commissioner Suarez regarding his proposal, Chairwoman Sosa noted she was uncomfortable with instructing the County Attorney to refrain from defending the County after Mr. Lopez-Cantera files a lawsuit.

Mr. Lopez-Cantera said he recognized the awkwardness of the situation, which he had discussed with the commissioners. He explained that his motivation was not to avoid being subject to the Conflict of Interest Ordinance or the Inspector-General's Ordinance. He noted after countless conversations with County Attorneys and others, he concluded that the only way to find an answer to the ambiguity in the law was to have a judge decide what the intent of the voters was when they approved the question. He maintained that only a Judge could interpret the law, i.e., what the Charter and the Constitution says about the functions of the Property Appraiser's Office.

Mr. Lopez-Cantera stated that the Attorney General's Office had sent correspondence indicating that there was reason to believe that the County Attorney's opinion was wrong, and this was the only mechanism to have that question answered. He clarified that he did not intend to file a lawsuit, but rather to ask for a Declaratory Judgment asking the Court to answer a question.

Chairwoman Sosa noted she recalled that when former Commissioner Seijas initiated the ordinance creating the Property Appraiser's Office, it was envisioned as a County department. She reiterated that Mr. Lopez-Cantera's main source of frustration was his inability to negotiate with the unions.

Mr. Lopez-Cantera clarified that he was seeking to ascertain the intent of the residents when they voted to create this office, as well as what the law and constitution stipulated with regard to some ambiguity.

Chairwoman Sosa suggested Mr. Lopez-Cantera clarify the ambiguity by asking the voters what their intent was when they decided to create this office.

Mr. Lopez-Cantera maintained that a Judge would best determine what the

law stipulates.

Commissioner Suarez noted he would be agreeable to any solution except for one of the County's divisions suing the County Commission. He said that he would be in favor of asking the voters to approve a Charter amendment.

Commissioner Heyman pointed out that the documents presented by the Property Appraiser contained contradictions, and that the title of the resolution that he was asking the County Commission to adopt stated that he would file a lawsuit against Miami-Dade County. Commissioner Heyman noted the Property Appraiser was fully aware of the conditions and limitations of the Office when he assumed the position. She noted the Property Appraiser sought clarification of the question: "Shall the Charter be amended to provide for the transfer of the duties of the County Property Appraiser from a person appointed and supervised by the Mayor to a person elected and subject to recall by the voters?" She suggested that the language be amended to change the word "recall" to "accountability" because Mr. Lopez-Cantera was seeking authority to make decisions within his office and in the budget for that office, independently from the County Commission or the Mayor. Commissioner Heyman suggested that instead of seeking a legal interpretation of the aforementioned sentence, it would be preferable to seek clarification directly from the voters in November by asking them, "whether the Property Appraiser's Office should be independent". She noted she was opposed to giving the Property Appraiser money to litigate against the County Commission.

Commissioner Monestime said that according to the County Attorney, a lawsuit was not the only recourse available to the Property Appraiser, and the County Commission had the ability to grant some of the powers that he sought.

Chairwoman Sosa noted her suggestion was to grant the Property Appraiser some of the powers he was seeking, pending the outcome of the election in November.

Commissioner Monestime said he was also opposed to giving money for the Property Appraiser to sue the County, as well as the suggestion that this Commission instruct the County Attorney to refrain from defending the County in the event of a lawsuit. He suggested the Board find a compromise to resolve the Property Appraiser's frustration.

Mr. Lopez-Cantera reassured members of the Commission that his action or motivation was not to increase his power and authority, rather to determine the intent of the voters when they approved the ballot question creating the Property Appraiser's office. He pointed out that the County Attorney was supposed to be his legal counsel; however, he disagreed with his interpretation of the law, and he wished to obtain independent legal advice. Mr. Lopez-Cantera noted the current FY budget contained an approved line item for the monies to retain outside legal counsel. He also reassured the Commission members that he did not take lightly spending the taxpayers' money, but he believed the residents of the County deserved an answer to this important question.

Commissioner Monestime questioned what would happen if the Property Appraiser raised the monies to sue the County.

County Attorney Cuevas responded by maintaining that his office would defend the County Commission's policies.

Commissioner Diaz said he agreed that the Property Appraiser's Office should be independent. Conversely, he believed this office should be subject to the Conflict of Interest Code, the Inspector General's Ordinance, etc. He said he did not believe that the Property Appraiser suing the County was the solution and that other avenues were available to allow the office to function more completely. Commissioner Diaz noted when he and his colleagues took office, they agreed under sworn oath to protect the County. He questioned whether they would be violating that oath by approving Mr. Lopez-Cantera's request.

County Attorney Cuevas pointed out that if this Commission voted to approve this request, the Property Appraiser would have the authority to spend up to \$50,000 to retain legal counsel.

Mr. Lopez-Cantera noted language was added to the resolution stipulating that a third party or parties could supplement the \$50,000.

Commissioner Diaz said he agreed that this was an awkward situation, noting if the Commission approved this request, it would mean deducting \$50,000 from the County's budget, and allocating it to the Property Appraiser to sue the County. He said he also agreed with some of his other colleagues that it would be preferable to seek clarification directly from the voters in November by asking them whether the Property Appraiser's Office should be independent.

Responding to Chairwoman Sosa's question as to what powers he believed the Property Appraiser needed to carry out his functions properly, Mr. Lopez-Cantera said that he did not know whether this was a constitutional office.

Chairwoman Sosa reiterated that this Commission did not create the Property Appraiser's Office as a constitutional office, and to clarify the intent of the voters, it would be necessary to ask them. She asked the County Attorney to define the powers of a constitutional office versus those of a County department.

County Attorney Cuevas noted the ordinance creating the Property Appraiser's Office listed the duties and powers of the office as follows: "The Property Appraiser shall perform the duties and functions pertaining to assessing all property in the County as required by and in accordance with the Florida Constitution and the Florida Statutes." With regard to employees, the ordinance stipulates that, "the Property Appraiser will have the authority to hire, evaluate, promote, demote or discharge office employees provided, however, that employees shall continue to have the right to challenge or appeal such decisions on the same terms as other County employees, Mr. Cuevas noted. He said the Office of the Property Appraiser shall continue to honor and abide by the terms of any existing collective bargaining agreements and negotiate any changes to any such agreement in accordance with State law."

Pursuant to Chairwoman Sosa's question as to who would hire, evaluate, promote, demote, or discharge the employees within the Property Appraiser's Office, County Attorney Cuevas noted the Property Appraiser had that authority, but he must follow the procedures contained with the collective bargaining agreements or the personnel rules.

Commissioner Sosa noted it appeared that the only power that was missing

FINAL OFFICIAL

was the Property Appraiser's ability to negotiate with the unions. She asked how a constitutional office would differ from the Property Appraiser's Office.

County Attorney Cuevas explained that a constitutional office would not be required to follow the ordinances or policies of the County Commission; however, a constitutional office's budget, collective bargaining agreements, and labor impasses would still require County Commission approval.

Commissioner Diaz said he would not support this proposal.

County Attorney Cuevas further explained that a constitutional officer could be elected on a partisan basis, by a majority vote, and would not be subject to a recall.

Mr. Lopez-Cantera noted according to the Constitution, it was possible to amend the Charter to modify the process for selecting a constitutional office.

Commissioner Jordan questioned whether the Property Appraiser would be able to establish his own Attorney's Office, create basic personnel rules, lay-off employees, negotiate with the unions; and enter into contracts if the lawsuit proceeded and the judge decided that this was a constitutional office.

County Attorney Cuevas noted Commissioner Jordan was correct. He clarified, however, that in the ordinance creating the Property Appraiser's Office, the County Commission granted him full procurement authority to enter into contracts consistent with his budget, without the authority to hire outside legal counsel.

Commissioner Jordan pointed out that if the Property Appraiser proceeded with the lawsuit, the County Commission would be admitting that the commissioners did not know what they were doing when they adopted the ordinance creating the Property Appraiser's Office.

County Attorney Cuevas reiterated that his office would defend the County Commission's policies vigorously.

Commissioner Jordan questioned whether the Property Appraiser would be able to raise private funds.

Mr. Lopez-Cantera said that while this was a possibility, he decided to ask the County Commission first because it was fiscally responsible. He reiterated that he had identified internal funds from his office that he could use for this purpose.

Responding to Commissioner Jordan's question as to whether the current Property Appraiser would have to run again, if the Judge ruled that this was a constitutional office, County Attorney Cuevas noted this issue could come up during the trial.

Commissioner Jordan asked Mr. Lopez-Cantera what he would do if the roles were reversed.

Mr. Lopez-Cantera said he would give another elected official the benefit of the doubt if this were the only mechanism available to clarify an ambiguity.

Commissioner Jordan noted she relied on the County Attorney and would follow his advice; therefore, she could not support this resolution because she believed it would be sending the wrong message.

Commissioner Zapata questioned whether the language contained with the ballot question specified that the Property Appraiser would be a Department head.

County Attorney Cuevas noted the question put before the voters was worded as follows: "Shall the Charter be amended to provide for the transfer of the duties of the County Property Appraiser from a person appointed and supervised by the Mayor to a person elected and subject to recall by the voters."

Commissioner Zapata suggested members of the Commission consider giving Mr. Lopez-Cantera the flexibility to raise funds to retain outside legal counsel.

Mr. Lopez-Cantera noted he did not need the County Commission's approval to raise funds to retain outside legal counsel.

Commissioner Bovo noted it appeared that the Property Appraiser's Office was tied to the Administration or the County Manager's Office in the past; and whenever the County needed some funds, the Property Appraiser would raise property taxes. He said he recalled that the residents voted for an independent Property Appraiser to resolve this issue.

Responding to Commissioner Bovo's question regarding the amount of the Property Appraiser's budget, and whether the \$50,000 would come from this budget, Mr. Lopez-Cantera noted it was approximately \$32 million. He said the \$50,000 would come from this budget, which was projected to have a \$2 million surplus.

Pursuant to Commissioner Bovo's question as to whether Mr. Lopez-Cantera was precluded from spending the \$50,000 from his budget's surplus, County Attorney Cuevas noted he did not have that authority under the existing ordinance.

In response to Commissioner Bovo's question regarding whether he negotiated the contracts of his employees, Mr. Lopez-Cantera said that he did not.

Commissioner Bovo reiterated that the inability to negotiate these contracts were the primary reason for the Property Appraiser's frustration; that he did not have the ability to manage his office as he deemed appropriate.

Chairwoman Sosa noted the Property Appraiser should have the ability to negotiate with his employees and to organize his office. She reiterated that this could be accomplished by amending the ordinance.

Mr. Lopez-Cantera said that the ambiguity would remain even if the ordinance were amended, because it would require changes to language contained within the Charter and the Constitution.

Pursuant to Commissioner Bovo's question as to whether the office would not be subject to oversight if it was a constitutional office, County Attorney Cuevas clarified that, there would be oversight at the level of the Department of Revenue, and State law pertaining to how the Property Appraiser performs his functions.

County Attorney Cuevas noted, in response to Commissioner Bovo's question

as to whether Miami-Dade was the first County to face this issue, another County had an elected Property Appraiser who was not a constitutional officer.

Mr. Lopez-Cantera clarified that out of 20 Counties with Charters, two County Charters stipulates that the Property Appraiser was not a constitutional officer, and 17 County Charters stipulates that the Property Appraiser was a constitutional officer; however, Miami-Dade County's Charter was silent on the matter. He noted this was the reason he wanted to have this question clarified.

Commissioner Bovo questioned whether the Property Appraiser's budget allocations were set by the County Commission. He also questioned whether the Property Appraiser's budget surplus would roll over to the next budget cycle

County Attorney Cuevas explained that while the County Commission approved the Property Appraiser's budget, the Department of Revenue also had some input into the allocations.

With regard to the roll over, Ms. Jennifer Moon, Director, Office of Management and Budget, explained that currently any surplus to the Property Appraiser's budget remained in the County's general fund.

Commissioner Bovo said that because the Property Appraiser's budget had a \$2 million surplus, he would not object to allowing Mr. Lopez-Cantera to use up to \$50,000 to resolve the ambiguity.

Commissioner Bell noted she understood that the Property Appraiser was seeking to clarify some ambiguity, and his only recourse was to sue the County. Conversely, she said that she understood her colleagues' dilemma.

Chairwoman Sosa suggested this Commission amend the ordinance to grant the Property Appraiser some of the powers that he sought, pending the outcome of the election in November. She pointed out that the commissioners who approved the creation of the office did not intend for it to be independent, and only the residents could clarify their intent by voting in November.

Mr. Lopez-Cantera asked that the commissioners vote on the item, and he would decide how to proceed.

Commissioner Barreiro pointed out that Mr. Lopez-Cantera believed that the Property Appraiser's office was constitutional, and should be managed independently. He said that when he voted on the ordinance creating that office, he intended for the Property Appraiser to be accountable to the people in his evaluation of property values. He pointed out; however, that the County's founding fathers had a vision of a unified government for the betterment of the entire population; and this provided the Mayor with the flexibility to allocate funds as needed to save jobs and benefits. He said that for this reason, he would not support the item.

Hearing no further questions or comments, the Board members proceeded to vote on the foregoing proposed resolution, as presented.

Following the vote, Chairwoman Sosa asked Mr. Lopez-Cantera whether he would be willing to meet with her to accommodate his concerns and identify alternative solutions.

Mr. Lopez-Cantera responded by maintaining that his question needed to be answered by a Judge.

15B REPORTS

15B1

131409 Report

PROPOSED PUBLIC HEARING DATES FOR ORDINANCES
SUBMITTED FOR FIRST READING ON JULY 16, 2013 (Clerk
of the Board)

*Approved as amended
Mover: Lynda Bell
Seconder: Jose "Pepe" Diaz
Vote: 12- 0
Absent: Edmonson*

Report: *County Attorney Cuevas announced that pursuant to Agenda Item 15B1, Agenda Items 4D and 4E were scheduled for public hearing before the Health and Social Services Committee on Monday, August 26th, at 2 p.m. He noted Agenda Items 4A, 4B, 4C, 4G, and 4H were scheduled for public hearing before the Economic Development and Port Miami Committee on Thursday, August 29th, at 2 p.m.; and Agenda Item 4F was scheduled for public hearing before the Board of County Commission on Wednesday, September 4th, at 9:30 a.m.*

It was moved by Commissioner Bell that the foregoing report be approved as amended to reschedule the public hearings for Agenda Items 4A, 4B, 4C, 4G and 4H. This motion was seconded by Commissioner Diaz, and upon being put to a vote, passed by a vote of 12-0, (Commissioner Edmonson was absent).

15B2

131410 Report

COUNTY COMMISSION MINUTES FOR APPROVAL BY THE
BOARD
APRIL 2, 2013 (REGULAR BCC MEETING)
APRIL 10, 2013 (SPECIAL BCC MEETING)
MAY 23, 2013 (ZONING MEETING) (Clerk of the Board)

*Approved
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

15B3

131411 Report

CERTIFICATE OF COUNTY CANVASSING BOARD FOR
MIAMI LAKES SPECIAL MAIL BALLOT ELECTION HELD
ON JUNE 25, 2013 (Clerk of the Board)

*Approved
Mover: Lynda Bell
Seconder: Sally A. Heyman
Vote: 8- 0
Absent: Edmonson, Barreiro,
Moss, Souto, Zapata*

15B4

131412 Report

CERTIFICATE OF COUNTY CANVASSING BOARD FOR
PALMETTO BAY SPECIAL MAIL BALLOT ELECTION HELD
ON JUNE 25, 2013 (Clerk of the Board)

*Approved**Mover: Lynda Bell**Second: Sally A. Heyman**Vote: 8-0**Absent: Edmonson, Barreiro,
Moss, Souto, Zapata***15C COUNTY ADVISORY BOARD APPOINTMENTS**

15C1

131501 Report

NOMINATION FOR APPOINTMENT OF RENE GORDON TO
THE BLACK AFFAIRS ADVISORY BOARD

Approved

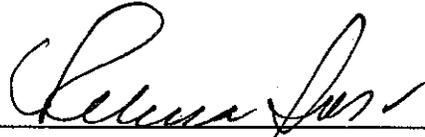
*Report: The Board of County Commissioners accepted the foregoing
nomination read into the record by Commissioner Bovo.*

15D COUNTY ADVISORY BOARD APPOINTMENTS BY BALLOT**15E MAYOR'S REQUEST FOR ALLOCATIONS FROM DISCRETIONARY OR IN-KIND RESERVE FUNDS****16 ITEMS SCHEDULED FOR THURSDAY****16B ZONING AGENDA (Scheduled for 9:30 a. m.)****16C METROPOLITAN PLANNING ORGANIZATION AGENDA (Scheduled for 2:00 p.m.)****131698 Report**

NON-AGENDA ITEM

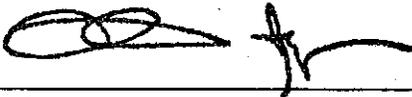
*Report: Upon conclusion of today's (07/16) Commission meeting,
Chairwoman Sosa thanked her colleagues and staff for the working lunch that
was provided.*

19 ADJOURNMENT



Rebeca Sosa, Chairwoman

ATTEST: HARVEY RUVIN, CLERK



By: _____
Christopher Agrippa, Deputy Clerk



Board of County Commissioners'
REGULAR
July 16, 2013

Prepared by: Judy Marsh

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	07/16/2013		Order of the Day
2	07/16/2013		Pull List and Co-Sponsorships
3	07/16/2013		Memorandum from Chairwoman Sosa re: Changes Sheet
4	07/16/2013		Memorandum re: Absence from Commissioner Edmonson
5	07/16/2013	3A1 Sup	Info re: City of South Miami Co-Designations of Certain Municipal Streets
6	07/16/2013	4C	Ord. re: Parking Charges on Vehicles with Disabled Parking Permit
7	07/16/2013	4E	Ord. re: Opa-locka CRA Trust Fund
8	07/16/2013	5A Sup	Information on Resolution Co-designating SW 84 Street
9	07/16/2013	5C	Reso. re: Seaport Revenue Bonds
10	07/16/2013	5L	CBA Impasse with GSAF, OPEIU, Local 100
11	07/16/2013	5M	CBA Impasse with AFSCME Local 3292
12	07/16/2013	5N	CBA Impasse with GSAF, OPEIU, Local 100 Supervisory Unit
13	07/16/2013	5O	CBA Impasse with AFSCME General Employees, Local 199
14	07/16/2013	5P	CBA Impasse with the Dade County Police Benevolent Association
15	07/16/2013	5Q	CBA Impasse with the Dade County PBA Rank and File Unit
16	07/16/2013	8C3 Sup	Information re: the Coconut Grove Playhouse
17	07/16/2013	8K1	Reso re: Recapture and Reallocation
18	07/16/2013	8K1	Letter from North Central Dade Area Coalition, Inc.
19	07/16/2013	11A1	Reso. re: Due Diligence in HCD Funding
20	07/16/2013	11A2	Reso. re: Community Based Organization Budget
21	07/16/2013	11A3	CBRC's Recommendation re: Sick and Annual Leave Payout
22	07/16/2013	11A7	Reso. re: Agreement with FIU for District 11 Strategic Plan



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

ORDER OF THE DAY

Tuesday, July 16, 2013

8:30 am BCC Special Presentations

1D1 – PRESENTATION OF A COMMENDATION TO FIREFIGHTER REGAINNE GEORGES (Heyman)

1D2 – PRESENTATION OF A PROCLAMATION TO MR. IRWIN ADLER, PRINCIPAL OF DEVON AIRE K-8 CENTER, UPON HIS RETIREMENT FROM MIAMI-DADE COUNTY PUBLIC SCHOOLS AFTER 42 YEARS OF SERVICE (Bell)

1D3 – PRESENTATION OF A PROCLAMATION TO AL SUNSHINE ACKNOWLEDGING HIS 40 YEARS ON THE AIR IN SOUTH FLORIDA (Diaz)

1D4 – PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "DANNY PINO DAY" (Souto)

1D5 – PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "BURN NOTICE DAY" (Sosa)

9:30 am

Invocation

Roll Call

Pledge of Allegiance

Setting of Agenda

Committee of the Whole –Public Hearing to Discuss Millage

Public Hearing to Discuss Items 5L-5Q

Allocations

Recess



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

Tuesday, July 16, 2013

Pull List

PULL LIST

3B2	<p>RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE ACTION TO APPLY FOR, RECEIVE AND EXPEND FEDERAL FUNDS FROM THE STATE CRIMINAL ALIEN ASSISTANCE PROGRAM FOR THE PURPOSE OF REIMBURSING THE COUNTY FOR COSTS INCURRED FOR THE INCARCERATION OF UNDOCUMENTED CRIMINAL ALIENS; AND TO FILE AND EXECUTE NECESSARY AMENDMENTS TO THE APPLICATION AS WELL AS SUCH CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING; MODIFY OR AMEND THE APPLICATION, IN ORDER TO RECEIVE ADDITIONAL FUNDS OR TO EXTEND THE PERFORMANCE PERIOD AS REQUIRED IF AWARDED (Corrections & Rehabilitation Department)</p> <p>Pulling Commissioner(s): Bell</p>
3B3	<p>RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY THROUGH THE COMMUNITY IMAGE ADVISORY BOARD AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE DOWNTOWN DEVELOPMENT AUTHORITY TO PROVIDE FUNDING NOT TO EXCEED \$145,000 ANNUALLY, FOR AN INITIAL ONE-YEAR TERM, RENEWABLE FOR UP TO THREE CONSECUTIVE ONE-YEAR TERMS, FOR A NEIGHBORHOOD ENHANCEMENT ACTION TEAM TO ENHANCE LANDSCAPING AND MAINTENANCE ACTIVITY CYCLES THROUGHOUT THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN (Parks, Recreation and Open Spaces)</p> <p>Pulling Commissioner(s): Bell</p>
8C3	<p>RESOLUTION APPROVING A LEASE BETWEEN THE STATE OF FLORIDA (STATE) AND CO-LESSEES, MIAMI-DADE COUNTY (COUNTY) AND FLORIDA INTERNATIONAL UNIVERSITY (FIU) AT THE COCONUT GROVE PLAYHOUSE, 3500 MAIN HIGHWAY, COCONUT GROVE, FL 33133 AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE, SUBJECT TO CERTAIN CONDITIONS AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN (Department of Cultural Affairs)</p> <p>Pulling Commissioner(s): Barrelro, Heyman</p>
8G1	<p>RESOLUTION SETTING THE PROPOSED FY 2013-14 COUNTYWIDE, UNINCORPORATED MUNICIPAL SERVICE AREA, LIBRARY DISTRICT AND FIRE RESCUE DISTRICT OPERATING MILLAGE RATES AND COUNTYWIDE AND FIRE RESCUE DISTRICT DEBT SERVICE MILLAGE RATES; AND SETTING THE DATE, TIME AND LOCATION OF THE PUBLIC BUDGET HEARINGS (Office of Management and Budget)</p>
8K1	<p>RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE FY 1994 THROUGH FY 2013 ACTION PLANS TO RECAPTURE AND REALLOCATE \$6,461,803.03 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND \$180,517.52 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS; ALLOCATE \$1,149,797.88 OF CDBG PROGRAM INCOME; AMEND SIX PROJECT SCOPES; AMEND THE FY 2013 ACTION PLAN TO ADJUST ALLOCATIONS TO REFLECT U.S. HUD ALLOCATIONS FOR CDBG, HOME AND ESG FUNDS AMOUNTS; RECAPTURE \$5,956,531.00 OF DOCUMENTARY STAMP SURTAX (SURTAX) FUNDS FROM HOUSING PROJECTS; AND AMEND THE FY 2013 ACTION PLAN TO INCLUDE LANGUAGE TO REFLECT CONTINUUM OF CARE STRATEGIC PLANNING COORDINATION WITH THE HOMELESS TRUST FOR EMERGENCY SOLUTIONS GRANT (ESG) FUNDS (Public Housing and Community Development)</p>
11A1	<p>RESOLUTION REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK PRIOR TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RECOMMENDING A COMMITMENT OF COUNTY FUNDS TO SOCIAL SERVICES, ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND AFFORDABLE HOUSING AGENCIES AND PROVIDERS; REQUIRING CERTAIN TERMS TO BE INCLUDED IN CONTRACTS</p> <p><i>Prime Sponsor: Bell</i></p> <p>Pulling Commissioner(s): Bell</p>



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

Tuesday, July 16, 2013

Pull List

11A2	<p>RESOLUTION PROVIDING THAT NO MORE THAN TWENTY-FIVE PERCENT OF A COMMUNITY BASED ORGANIZATION'S ADMINISTRATIVE BUDGET MAY BE PAID FROM MIAMI-DADE COUNTY GENERAL FUNDS</p> <p><i>Prime Sponsor: Bovo</i></p> <p>Pulling Commissioner(s): Bell</p>
11A3	<p>RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE BARGAINING AGENTS REPRESENTING COUNTY EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING RECOMMENDATION NUMBER FIVE AND SUGGESTION NUMBER ONE FROM THE FINAL REPORT OF THE COMPENSATION AND BENEFITS REVIEW AD HOC COMMITTEE WHICH WOULD LIMIT THE PAYOUT OF SICK LEAVE FOR NEWLY-HIRED COUNTY EMPLOYEES TO A MAXIMUM OF 600 HOURS WITH THE PAYOUT TO BE CALCULATED AT THE AVERAGE RATE OF AN EMPLOYEE'S EARNINGS AND WOULD REDUCE THE MAXIMUM LIMIT FOR ACCRUAL OF ANNUAL LEAVE FOR NEWLY-HIRED EMPLOYEES FROM 500 HOURS TO 300 HOURS</p> <p><i>Prime Sponsor: Bovo</i></p> <p>Pulling Commissioner(s): Jordan</p>
11A4	<p>RESOLUTION URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION TO REQUIRE ELECTROCARDIOGRAMS OF FLORIDA HIGH SCHOOL STUDENT ATHLETES AS PART OF THEIR PREPARTICIPATION PHYSICAL EVALUATIONS</p> <p><i>Prime Sponsor: Bovo</i></p> <p>Pulling Commissioner(s): Bovo</p>
11A7	<p>RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR DEVELOPMENT OF A DISTRICT 11 STRATEGIC PLAN; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS; AND WAIVING APPLICATION OF USER ACCESS PROGRAM TO THE AGREEMENT IN ACCORDANCE WITH SECTION 2-8.10 OF THE CODE OF MIAMI-DADE COUNTY</p> <p><i>Prime Sponsor: Zapata</i></p> <p>Pulling Commissioner(s): Heyman</p>
11A8	<p>RESOLUTION APPROVING AMENDMENT TO BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM GRANT AGREEMENT BETWEEN COUNTY AND UDG III OASIS, LLC REGARDING CONSTRUCTION OF LAKE VUE OASIS AFFORDABLE SINGLE FAMILY RESIDENCES; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND DELIVER AMENDMENT</p> <p><i>Prime Sponsor: Jordan</i></p> <p>Pulling Commissioner(s): Bovo</p>
11A9	<p>RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE BARGAINING AGENTS REPRESENTING COUNTY EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING THE RECOMMENDATIONS OF THE COMPENSATION AND BENEFITS REVIEW AD HOC COMMITTEE</p> <p><i>Co-Prime Sponsors: Jordan, Monestime</i></p> <p>Pulling Commissioner(s): Jordan, Bell</p>
14A1	<p>RESOLUTION DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE UP TO 203 TRANSIT PASSES PER MONTH FOR ONE YEAR TO CITY YEAR TO BE DISTRIBUTED TO ITS VOLUNTEERS SERVING WITHIN MIAMI-DADE COUNTY IN EXCHANGE FOR NO LESS THAN 3,500 HOURS OF VOLUNTEER SERVICES IN FURTHERANCE OF BEAUTIFICATION OR OTHER RELATED SERVICES TO BENEFIT MIAMI-DADE COUNTY</p> <p><i>Prime Sponsor: Bell</i></p>



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

Tuesday, July 16, 2013

Pull List

14A2	<p>RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE AMENDED AND RESTATED TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SEABOARD MARINE, LTD.; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE TERMINAL SERVICES AGREEMENT BETWEEN PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C. AND SEABOARD MARINE, LTD. (Port of Miami)</p> <p><i>Co-Prime Sponsors: Sosa, Bell</i></p>
14A3	<p>RESOLUTION APPROVING A LEASE FOR REAL PROPERTY BETWEEN MIAMI-DADE COUNTY AND TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) ENROLLMENT CENTER (MORPHOTRUST USA, INC.) FOR OFFICE SPACE LOCATED AT PORT MIAMI CREDENTIALING OFFICE; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS (Port of Miami)</p>
14A4	<p>RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR GRANT FUNDS TOTALING APPROXIMATELY \$200,000.00, AND POSSIBLY AN ADDITIONAL \$600,000.00 AT THE END OF PHASE I TO IMPROVE SERVICES FOR HIGH-RISK DOMESTIC VIOLENCE VICTIMS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE PROGRAM AGREEMENTS AND TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUTURE FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM (Community Action and Human Services)</p>
14A5	<p>RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO CREATE A PLAN FOR MAIL-BASED FUNDRAISING FOR IMPROVED ANIMAL SERVICES PROGRAMS</p> <p><i>Prime Sponsor: Bovo</i></p>
14A6	<p>RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR A GRANT IN THE APPROXIMATE AMOUNT OF \$38,000.00 TO PROVIDE LEGAL SERVICES TO VICTIMS OF DOMESTIC VIOLENCE, THROUGH AMERICANS FOR IMMIGRANT JUSTICE, THE LEAD GRANT APPLICANT, IN COLLABORATION WITH THE TRAUMA RESOLUTION CENTER, VICTIMS RESPONSE, INC. AND THE CENTER FOR INDEPENDENT LIVING OF SOUTH FLORIDA INC., AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AWARDS, AGREEMENTS AND AMENDMENTS (Community Action and Human Services)</p>
14A7	<p>RESOLUTION APPROVING REIMBURSEMENT TO STERLYN BROWN IN AN AMOUNT NOT TO EXCEED \$1,955.32 FOR THE THEFT/LOSS OF PERSONAL TOOLS STOLEN FROM HIS COUNTY VEHICLE IN ACCORDANCE WITH SECTION 2-11.13 OF THE CODE OF MIAMI DADE COUNTY AND ADMINISTRATIVE ORDER 7-23 (Water & Sewer Department)</p> <p><i>Prime Sponsor: Zapata</i></p>
15A1	<p>RESOLUTION APPROVING REQUEST OF PROPERTY APPRAISER TO RETAIN OUTSIDE LEGAL COUNSEL TO FILE A LAWSUIT AGAINST MIAMI-DADE COUNTY SEEKING DECLARATORY JUDGMENT REGARDING THE POWERS OF THE PROPERTY APPRAISER AND AUTHORIZING THE PROPERTY APPRAISER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES, WITH PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 AND TO EXERCISE ANY EXTENSION, RENEWAL AND CANCELLATION PROVISIONS (Office of Property Appraiser)</p> <p><i>Pulling Commissioner(s): Barreiro, Heyman</i></p>
15B1	<p>PROPOSED PUBLIC HEARING DATES FOR ORDINANCES SUBMITTED FOR FIRST READING ON JULY 16, 2013 (Clerk of the Board)</p>



MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

Tuesday, July 16, 2013

Co-Sponsorships

CO-SPONSORSHIPS

4G	ORDINANCE CREATING SECTION 12-26 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO COSTS OF SPECIAL ELECTIONS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE Commissioner(s): Bell
11A4	RESOLUTION URGING THE FLORIDA LEGISLATURE TO ENACT LEGISLATION TO REQUIRE ELECTROCARDIOGRAMS OF FLORIDA HIGH SCHOOL STUDENT ATHLETES AS PART OF THEIR PREPARTICIPATION PHYSICAL EVALUATIONS Commissioner(s): Bell
11A6	RESOLUTION URGING THE FLORIDA LEGISLATURE TO PASS LEGISLATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ISSUE REGULATIONS TO BAN COMMERCIAL VEHICLES FROM THE LEFT LANE OF FLORIDA'S TURNPIKE AND OTHER EXPRESSWAYS IN MIAMI-DADE COUNTY EXCEPT IN DESIGNATED ZONES TO ALLOW SUCH COMMERCIAL VEHICLES SAFE ACCESS TO LEFT-LANE EXITS OR OTHER TURNPIKE OR EXPRESSWAY FACILITIES Commissioner(s): Bell
11A11	RESOLUTION OPPOSING ANY FURTHER COST SHIFTS BY THE FLORIDA LEGISLATURE TO MIAMI-DADE COUNTY RELATED TO COUNTY MEDICAID CONTRIBUTIONS AND OPPOSING ANY DELAY OR ELIMINATION OF THE TRANSITION TO A MEDICAID ENROLLEES FORMULA; IDENTIFYING THIS ISSUE AS A CRITICAL COUNTY PRIORITY FOR THE 2014 AND 2015 SESSIONS; URGING THE FLORIDA ASSOCIATION OF COUNTIES TO IDENTIFY THIS ISSUE AS ONE OF ITS PRIORITIES FOR THE 2014 AND 2015 SESSIONS Commissioner(s): Bell
11A12	RESOLUTION URGING THE U.S. CONGRESS AND THE U.S. DEPARTMENT OF EDUCATION TO REFORM THE CURRENT STUDENT LOAN SYSTEM; URGING THE U.S. CONGRESS TO RESTORE THE 3.4 PERCENT INTEREST RATE ON SUBSIDIZED FEDERAL STUDENT LOANS Commissioner(s): Bell
14A5	RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO CREATE A PLAN FOR MAIL-BASED FUNDRAISING FOR IMPROVED ANIMAL SERVICES PROGRAMS Commissioner(s): Bell



MEMORANDUM

**Rebeca Sosa
Chairwoman**

BOARD OF COUNTY COMMISSIONERS

To: Honorable Vice Chair Lynda Bell and Date: July 16, 2013
Members, Board of County Commissioners

From: Rebeca Sosa, Chairwoman Re: Changes Sheet

A handwritten signature in cursive script, appearing to read "Rebeca Sosa", is written over the "From:" line.

Additions

1D1 Sally A. Heyman
131474 PRESENTATION OF A COMMENDATION TO FIREFIGHTER REGAINNE
GEORGES

1D2 Lynda Bell
131475 PRESENTATION OF A PROCLAMATION TO MR. IRWIN ADLER,
PRINCIPAL OF DEVON AIRE K-8 CENTER, UPON HIS RETIREMENT
FROM MIAMI-DADE COUNTY PUBLIC SCHOOLS AFTER 42 YEARS OF
SERVICE

1D3 Jose "Pepe" Diaz
131477 PRESENTATION OF A PROCLAMATION TO AL SUNSHINE
ACKNOWLEDGING HIS 40 YEARS ON THE AIR IN SOUTH FLORIDA

July 16, 2013

Additions

1D4

Sen. Javier D. Souto

131479 PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "DANNY PINO DAY"

1D5

Rebeca Sosa

131480 PRESENTATION OF A PROCLAMATION DECLARING JULY 16, 2013 AS "BURN NOTICE DAY"

3A1 SUPPLEMENT

131468 SUPPLEMENTAL INFORMATION REGARDING RESOLUTION APPROVING THE CITY OF SOUTH MIAMI CO-DESIGNATIONS OF CERTAIN MUNICIPAL STREETS WITHIN THE CITY OF SOUTH MIAMI IN HONOR OF CITY PIONEERS (Clerk of the Board)

6B1

Bruno A. Barreiro

131481 DISCUSSION REGARDING THE MIAMI HEAT

8C3 SUPPLEMENT

131467 SUPPLEMENT TO AGENDA ITEM REGARDING THE COCONUT GROVE PLAYHOUSE: APPROVAL OF A LEASE WITH THE STATE OF FLORIDA

8F1

131344 RESOLUTION AUTHORIZING MODIFICATION OF COMPETITIVE CONTRACTS FOR PURCHASE OF GOODS AND SERVICES IN A TOTAL AMOUNT UP TO \$497,000.00 IN ADDITIONAL SPENDING AUTHORITY (Internal Services)

July 16, 2013

Additions

8F2

- 131451** RESOLUTION AUTHORIZING MODIFICATION OF COMPETITIVE CONTRACT FOR GOODS AND SERVICES AND APPROXIMATELY \$2,150,000.00 IN REVENUE [SEE ORIGINAL ITEM UNDER FILE NO. 131368] (Internal Services)

8G1

- 131453** RESOLUTION SETTING THE PROPOSED FY 2013-14 COUNTYWIDE, UNINCORPORATED MUNICIPAL SERVICE AREA, LIBRARY DISTRICT AND FIRE RESCUE DISTRICT OPERATING MILLAGE RATES AND COUNTYWIDE AND FIRE RESCUE DISTRICT DEBT SERVICE MILLAGE RATES; AND SETTING THE DATE, TIME AND LOCATION OF THE PUBLIC BUDGET HEARINGS (Office of Management and Budget)

11A7 SUBSTITUTE

Juan C. Zapata

- 131476** RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR DEVELOPMENT OF A DISTRICT 11 STRATEGIC PLAN; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS; AND WAIVING APPLICATION OF USER ACCESS PROGRAM TO THE AGREEMENT IN ACCORDANCE WITH SECTION 2-8.10 OF THE CODE OF MIAMI-DADE COUNTY (SEE ORIGINAL ITEM UNDER FILE NO. 131319)

July 16, 2013

Additions

11A12

Rebeca Sosa,
Esteban L. Bovo, Jr.

131465 RESOLUTION URGING THE U.S. CONGRESS AND THE U.S. DEPARTMENT OF EDUCATION TO REFORM THE CURRENT STUDENT LOAN SYSTEM; URGING THE U.S. CONGRESS TO RESTORE THE 3.4 PERCENT INTEREST RATE ON SUBSIDIZED FEDERAL STUDENT LOANS

14A1

Lynda Bell

131313 RESOLUTION DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PROVIDE UP TO 203 TRANSIT PASSES PER MONTH FOR ONE YEAR TO CITY YEAR TO BE DISTRIBUTED TO ITS VOLUNTEERS SERVING WITHIN MIAMI-DADE COUNTY IN EXCHANGE FOR NO LESS THAN 3,500 HOURS OF VOLUNTEER SERVICES IN FURTHERANCE OF BEAUTIFICATION OR OTHER RELATED SERVICES TO BENEFIT MIAMI-DADE COUNTY

14A2

Rebeca Sosa,
Lynda Bell

131384 RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE AMENDED AND RESTATED TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SEABOARD MARINE, LTD.; AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE TERMINAL SERVICES AGREEMENT BETWEEN PORT OF MIAMI TERMINAL OPERATING COMPANY, L.C. AND SEABOARD MARINE, LTD. (Port of Miami)

July 16, 2013

Additions

14A3

131425 RESOLUTION APPROVING A LEASE FOR REAL PROPERTY BETWEEN MIAMI-DADE COUNTY AND TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) ENROLLMENT CENTER (MORPHOTRUST USA, INC.) FOR OFFICE SPACE LOCATED AT PORTMIAMI CREDENTIALING OFFICE; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS (Port of Miami)

14A4

131460 RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR GRANT FUNDS TOTALING APPROXIMATELY \$200,000.00, AND POSSIBLY AN ADDITIONAL \$600,000.00 AT THE END OF PHASE I TO IMPROVE SERVICES FOR HIGH-RISK DOMESTIC VIOLENCE VICTIMS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE PROGRAM AGREEMENTS AND TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUTURE FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM (Community Action and Human Services)

14A5

Esteban L. Bovo, Jr.

131463 RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO CREATE A PLAN FOR MAIL-BASED FUNDRAISING FOR IMPROVED ANIMAL SERVICES PROGRAMS

July 16, 2013

Additions

14A6

- 131461** RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN APPLYING FOR FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF VIOLENCE AGAINST WOMEN, FOR A GRANT IN THE APPROXIMATE AMOUNT OF \$38,000.00 TO PROVIDE LEGAL SERVICES TO VICTIMS OF DOMESTIC VIOLENCE, THROUGH AMERICANS FOR IMMIGRANT JUSTICE, THE LEAD GRANT APPLICANT, IN COLLABORATION WITH THE TRAUMA RESOLUTION CENTER, VICTIMS RESPONSE, INC., AND THE CENTER FOR INDEPENDENT LIVING OF SOUTH FLORIDA INC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AWARDS, AGREEMENTS AND AMENDMENTS (Community Action and Human Services)

14A7

Juan C. Zapata

- 131417** RESOLUTION APPROVING REIMBURSEMENT TO STERLYN BROWN IN AN AMOUNT NOT TO EXCEED \$1,955.32 FOR THE THEFT/LOSS OF PERSONAL TOOLS STOLEN FROM HIS COUNTY VEHICLE IN ACCORDANCE WITH SECTION 2-11.13 OF THE CODE OF MIAMI DADE COUNTY AND ADMINISTRATIVE ORDER 7-23 (Water & Sewer Department)

July 16, 2013

Deferrals

4C

Sally A. Heyman

131415 ORDINANCE AMENDING SECTION 30-388.2 OF THE MIAMI-DADE COUNTY CODE PROVIDING THAT, CONSISTENT WITH STATE LAW, PARKING CHARGES MAY BE IMPOSED ON VEHICLES DISPLAYING A DISABLED PARKING PERMIT OR LICENSE TAG AT ANY COUNTY AIRPORT OR SEAPORT UNDER SPECIFIED CIRCUMSTANCES, BUT THAT SUCH CHARGES MAY NOT BE IMPOSED FOR CERTAIN VEHICLES AS DEFINED IN SUCH STATE LAW; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Note: The Prime Sponsor requested deferral of this item to the September 4, 2013 BCC meeting.

July 16, 2013

Scrivener's Errors

4C

Sally A. Heyman

131415 ORDINANCE AMENDING SECTION 30-388.2 OF THE MIAMI-DADE COUNTY CODE PROVIDING THAT, CONSISTENT WITH STATE LAW, PARKING CHARGES MAY BE IMPOSED ON VEHICLES DISPLAYING A DISABLED PARKING PERMIT OR LICENSE TAG AT ANY COUNTY AIRPORT OR SEAPORT UNDER SPECIFIED CIRCUMSTANCES, BUT THAT SUCH CHARGES MAY NOT BE IMPOSED FOR CERTAIN VEHICLES AS DEFINED IN SUCH STATE LAW; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Note: *On handwritten page 4 the Section number was incorrectly listed as 30-888.2, should read as:*

Section 1. Section 30-388.2 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:1

Sec. 30-388.2. Free public parking for the physically disabled.

July 16, 2013

Scrivener's Errors

4E

Barbara J. Jordan,
Esteban L. Bovo, Jr.

131421 ORDINANCE RELATING TO REDEVELOPMENT OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA GENERALLY BOUNDED ON THE NORTH BY NW 151 STREET, ON THE WEST BY THE OPA-LOCKA EXECUTIVE AIRPORT, ON THE SOUTH BY THE TRI-RAIL CORRIDOR, AND ON THE EAST BY A CONSTRUCTED STORM-WATER LAKE MANAGED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; ESTABLISHING REDEVELOPMENT TRUST FUND; PROVIDING FOR APPROPRIATION OF FUNDS AND CALCULATION OF INCREMENT FOR DEPOSIT INTO FUND; SETTING FORTH OBLIGATION TO APPROPRIATE TO FUND AND DURATION OF OBLIGATION; PROVIDING FOR LIMITED COUNTY APPROVAL OF DEBT; PROVIDING FOR REVIEW OF FINANCIAL RECORDS AND RIGHT OF AUDIT; PROVIDING FINDING OF PUBLIC PURPOSE; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Note: On handwritten page 5, the below listed Whereas clause was inadvertently placed in ordinance and has been removed: WHEREAS, the Board desires to accomplish the purposes outlined in the memorandum from the County Mayor, a copy of which is attached hereto, for the reasons delineated therein.

5B

131179 ORDINANCE AUTHORIZING ISSUANCE OF NOT TO EXCEED \$885,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE BONDS, IN MULTIPLE SERIES, AS ADDITIONAL BONDS UNDER SECTION 207 OF ORDINANCE NO. 88-66, FOR PURPOSE OF FINANCING CERTAIN ADDITIONAL IMPROVEMENTS AND CAPITAL EXPENDITURES RELATING TO SEAPORT; PROVIDING THAT DETAILS, TERMS AND OTHER MATTERS RELATING TO NEW MONEY BONDS BE DETERMINED IN SERIES RESOLUTIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE (SEE AGENDA ITEM NO. 5C) (Finance Department)

Note: This item has been reprinted to replace Exhibit A.

July 16, 2013

Scrivener's Errors

5M

131437 RESOLUTION RESOLVING COLLECTIVE BARGAINING IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, SOLID WASTE EMPLOYEES, LOCAL 3292 (Internal Services)

Note: *On the first page, the Fiscal Impact section of the memorandum states that the total fiscal impact of these concessions is \$1.3 million, comprised of \$1.1 million for the five percent employee based wage contribution and \$303,000 for the reopeners referenced in the Impasse section of the memorandum. The total fiscal impact of these concessions is actually \$1.4 million. Also, on the second page, the last sentence in the first paragraph under the Impasse section of the memorandum states that the five percent contribution to the cost of group health remains a negotiable item. That statement should not be included as it is contradictory to the first bullet under the Term of Agreement section.*

12A1

Rebeca Sosa

131446 RESOLUTION EXPRESSING INTENT TO DEVELOP A FORMALIZED PARTNERSHIP WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO ESTABLISH AND ENHANCE MAGNET SCHOOLS IN DIRECT ALIGNMENT WITH TARGETED INDUSTRIES INCLUDED WITHIN THE BEACON COUNCIL'S ONE COMMUNITY, ONE GOAL PLAN (Mayor)

Note: *On handwritten page 6, in the title, replace the words "MAGNET SCHOOLS" with "SCHOOL CHOICE PROGRAMS" and add the following words to the end of the title "ONE GOAL PLAN TO PROVIDE ACCESS TO INDUSTRY FOCUSED EDUCATIONAL PROGRAMS THROUGHOUT THE COUNTY". Also, on handwritten page 7, under Section 1. It should read"arts industry high school in collaboration with the Adrienne Arsht Performing Arts Center Trust, and the expansion of the science-based magnet program at Richmond Heights Middle School in collaboration with the Zoo Oversight Board, Zoological Society of Florida, and Zoo Miami to include a Science, Technology, Engineering, and Math...."*

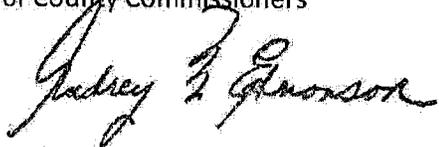
Honorable Vice Chairperson And Members of the Board of County Commissioners

July 16, 2013

Note: UPON THE ADOPTION OF ANY SUBSTITUTE OR ALTERNATE AGENDA ITEM, THE ACCOMPANYING SUBSTITUTES AND/OR ALTERNATES SHALL BE DEEMED WITHDRAWN.



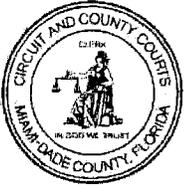
MEMORANDUM
BOARD OF COUNTY COMMISSIONERS
COMMISSIONER AUDREY M. EDMONSON
DISTRICT 3

Date: July 10, 2013
To: Honorable Rebeca Sosa, Chairwoman
and Members of the Board of County Commissioners
From: Audrey M. Edmonson
Commissioner, District 3 
Subject: July 16, 2013 Board of County Commissioners meeting and Committee of the Whole

Please be advised that I will not be able to attend the Board of County Commissioners meeting and the Committee of the Whole on Tuesday, July 16, 2013. I apologize for any inconvenience this may cause.

Thank you for your attention to this matter.

c: Robert A. Cuevas, Jr., County Attorney
Christopher Agrippa, Division Chief, Clerk of the Board



MEMORANDUM

Agenda Item No. 3(A)1 Supplement

TO: Honorable Chairwoman Rebeca Sosa,
and Members, Board of County Commissioners

DATE: July 16, 2013

FROM: Honorable Harvey Ruvin, Clerk
Circuit and County Courts

Christopher Agrippa, Division Chief
Clerk of the Board Division

SUBJECT: Resolution approving the
City of South Miami
co-designations of certain
municipal streets within the
City of South Miami in honor
of City Pioneers

Pursuant to Ordinance No. 13-29 of the Miami-Dade County Code, the Commission Auditor shall complete background research on any person, place, or thing that is the subject of a naming, renaming, designation or co-designation of state or municipal roads; and shall prepare a report detailing the findings of said research prior to the Commission meeting during which the item is scheduled to be considered.

Attached for your information and review is the Commission Auditor's findings regarding Item 3(A)1 on today's (7/16) agenda, approving the City of South Miami co-designations of certain municipal streets within the City of South Miami in honor of City Pioneers.

Attachment
CA / js



**BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR**

M E M O R A N D U M

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Charles Anderson
Commission Auditor

A handwritten signature in cursive script, appearing to read "Charles Anderson".

DATE: July 16, 2013

SUBJECT: RESOLUTION APPROVING THE CITY OF SOUTH MIAMI
CODESIGNATIONS OF CERTAIN MUNICIPAL STREETS WITHIN THE
CITY OF SOUTH MIAMI IN HONOR OF CITY PIONEERS

Ordinance No. 13-29, adopted on April 2, 2013, requires the Office of the Commission Auditor (OCA) to complete background research on any person, organization, place or thing that is the subject of a naming, renaming or codesignation item.

In accordance with the Ordinance, we are providing this report as a supplement to the Board of County Commissioners (BCC) Agenda Item 3A1.

Pursuant to Ordinance No. 13-29, the OCA completed background research regarding BCC Agenda Item 3A1, Resolution approving the City of South Miami codesignations of certain municipal streets within the City of South Miami in honor of City Pioneers. John F.M. Burtshaw, Robert W. and Harold W. Dorn, J.W. Dowling, John J. Hinson, Wilson A. Larkins, Regina Lawrence, Helen Miller Margolin, John Opshal, Marshall Williamson, J.L. Yarborough and Paul U. Tevis were some of the first settlers, merchants and political figures in the City of South Miami. There were no adverse findings.

MEMORANDUM

Agenda Item No. 4(C)

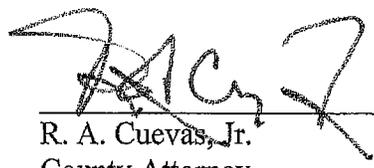
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Ordinance amending Section 30-388.2 of the Code providing that, consistent with state law, parking charges may be imposed on vehicles displaying a disabled parking permit or license tag at any County Airport or Seaport under specified circumstances, but that such charges may not be imposed for certain vehicles as defined in such state law

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 4(C)

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

Approved _____ Mayor

Agenda Item No. 4(C)

Veto _____

7-16-13

Override _____

ORDINANCE NO. _____

ORDINANCE AMENDING SECTION 30-388.2 OF THE MIAMI-DADE COUNTY CODE PROVIDING THAT, CONSISTENT WITH STATE LAW, PARKING CHARGES MAY BE IMPOSED ON VEHICLES DISPLAYING A DISABLED PARKING PERMIT OR LICENSE TAG AT ANY COUNTY AIRPORT OR SEAPORT UNDER SPECIFIED CIRCUMSTANCES, BUT THAT SUCH CHARGES MAY NOT BE IMPOSED FOR CERTAIN VEHICLES AS DEFINED IN SUCH STATE LAW; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, Miami International Airport is the only airport in Florida that offers free parking to all disabled persons; and

WHEREAS, if free parking at Miami International Airport was not offered to all disabled persons, Airport revenues would increase by approximately \$3,700,000.00; and

WHEREAS, if free parking at the Port of Miami was not offered to all disabled persons Port revenues would increase by \$800,000.00; and

WHEREAS, the Office of the Inspector General has issued a report detailing numerous instances of improper or fraudulent uses of these free parking spaces; and

WHEREAS, the Port of Miami and Miami International Airport are two of the largest economic engines in Miami-Dade County; and

WHEREAS, increased revenue at these facilities provides a competitive advantage in these facilities remaining national leaders in air and sea traffic,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 30-888.2 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:¹

Sec. 30-888.2. Free public parking for the physically disabled.

Any motor vehicle which is qualified to park in a specially marked parking space designated for the physically disabled pursuant to Article II of this chapter shall be permitted to park in any public parking space in Miami-Dade County without incurring a fee for parking. For purposes of this section, the term "public parking space" shall mean a parking space provided by Miami-Dade County and each municipality within Miami-Dade County, and each agency, instrumentality and authority thereof. >>Notwithstanding anything in the Miami-Dade County Code to the contrary, however, the Aviation Department shall be entitled to charge and collect parking fees for the use of any County airport parking facility, including facilities providing temporary, short-term, or up-close parking sites, and the Seaport Department shall be entitled to charge and collect parking fees for the use of any timed parking spaces in a parking garage, facility, lot, or space, including temporary, short-term, or other up-close parking site, by vehicles that display a disabled parking permit or license tag issued under Sections 316.1958, 320.084, 320.0842, 320.0843, 320.0845, or 320.0848, as such sections may be amended from time to time, but no parking charges shall be imposed by the Airport or the Seaport upon any vehicle with specialized equipment, such as ramps, lifts, or foot or hand controls, or for utilization by a person who has a disability or whose vehicle is displaying the Florida Toll Exemption permit.<<

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. 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

¹ Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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 4. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:




Prepared by:

Thomas P. Abbott

Prime Sponsor: Commissioner Sally A. Heyman

MEMORANDUM

Agenda Item No. 4(E)

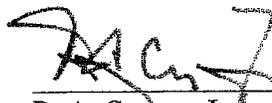
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

FROM: Robert A. Cuevas
County Attorney

SUBJECT: Ordinance relating to
Redevelopment of the
Opa-Locka Community
Redevelopment Area

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



R. A. Cuevas, Jr.
County Attorney

RAC/lmp



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 4(E)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(E)
7-16-13

ORDINANCE _____

ORDINANCE RELATING TO REDEVELOPMENT OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA GENERALLY BOUNDED ON THE NORTH BY NW 151 STREET, ON THE WEST BY THE OPA-LOCKA EXECUTIVE AIRPORT, ON THE SOUTH BY THE TRI-RAIL CORRIDOR, AND ON THE EAST BY A CONSTRUCTED STORM-WATER LAKE MANAGED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; ESTABLISHING REDEVELOPMENT TRUST FUND; PROVIDING FOR APPROPRIATION OF FUNDS AND CALCULATION OF INCREMENT FOR DEPOSIT INTO FUND; SETTING FORTH OBLIGATION TO APPROPRIATE TO FUND AND DURATION OF OBLIGATION; PROVIDING FOR LIMITED COUNTY APPROVAL OF DEBT; PROVIDING FOR REVIEW OF FINANCIAL RECORDS AND RIGHT OF AUDIT; PROVIDING FINDING OF PUBLIC PURPOSE; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969 during its 1969 Legislative Session, which enactment is presently codified in the Florida Statutes as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, all powers arising through the Act are conferred by the Act upon counties with home rule charters, which counties in turn are authorized to delegate certain of such powers to a community redevelopment agency created pursuant to the Act; and

WHEREAS, on December 4, 2012, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") adopted Resolution No. R-996-12, which declared a certain geographic area of the City of Opa-Locka, generally bounded on the north by NW 151 Street, on the west by the Opa-Locka Executive Airport, on the south by the TRI-RAIL corridor, and on the east by a constructed storm-water lake managed by the South Florida Water Management

District, such area being more particularly described in the attached Exhibit "A" and incorporated herein by this reference (the "Redevelopment Area"), to be a slum or blighted area, declared the rehabilitation, conservation or redevelopment, or combination thereof to be necessary in the interest of the public health, safety, morals or welfare of the residents of the Redevelopment Area and the County and found the need for the creation of a community redevelopment agency; and

WHEREAS, the Board, pursuant to Resolution No. R-996-12 enacted on December 4, 2012 created the Opa-Locka Community Redevelopment Agency (the "Agency"); and

WHEREAS, the County has adopted a resolution pursuant to the provisions of Section 163.360, Florida Statutes, which, after making certain findings at a duly advertised public hearing with respect thereto, approved and adopted the Opa-Locka Community Redevelopment Plan (the "Plan") to enable the Agency to undertake redevelopment of the Redevelopment Area; and

WHEREAS, the Agency may not receive or spend any increment revenues pursuant to Section 163.387, Florida Statutes, unless and until this Board has, by ordinance, provided for the funding of the redevelopment trust fund for the duration of the Plan; and

WHEREAS, the County is sympathetic to the program for redevelopment envisaged and proposed by the Agency pursuant to the Plan, which project will ultimately involve the expenditure of many millions of dollars, and which will be financed in part through a range of financing strategies suggested by the Agency to be secured by such revenue sources as are provided by law; and

WHEREAS, it is necessary to create a redevelopment trust fund to be funded with ad valorem tax increment revenues, pursuant to Section 163.353 and 163.387, Florida Statutes, in

order to provide funds to finance or refinance the proposed community redevelopment and to facilitate the implementation of creative tax financing strategies; and

WHEREAS, this Board finds that establishing a redevelopment trust fund and providing for the appropriation into said fund of its tax increment as determined by statute is in the best interest of the citizens of Miami-Dade County and serves a public purpose; and

WHEREAS, pursuant to Ordinance 03-210, the Board, in its sole discretion pursuant to Florida Statute §163.387(2)(d)(1), exempted The Children's Trust, an independent special taxing district, from the provisions of Florida Statute §163.387(2)(a), for the term of collection of The Children's Trust ad valorem tax, including any extension of this ad valorem tax levy which is approved by the voters of Miami-Dade County, therefore The Children's Trust is exempt from contributing to the Trust Fund for this CRA,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitations are deemed true and correct and are hereby incorporated as a part of this ordinance.

Section 2. The Opa-Locka Community Redevelopment and Revitalization Trust Fund (the "Fund") is hereby established. Each taxing authority (as defined in the Act) shall annually pay into the Fund, an amount not less than that increment in the income, proceeds, revenues and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment in accordance with the Act. The increment shall be determined annually and shall be that amount equal to 95 percent of the difference between: (a) the amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Redevelopment Area; and (b) the amount of

ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Redevelopment Area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of this ordinance.

Section 3. Except for the purpose of funding the Fund pursuant to Section 4 herein, upon the enactment of this ordinance, each taxing authority shall, by January 1st of each year, appropriate to the Fund for a period not to exceed twenty (20) years, or for a period not to exceed thirty (30) years if there is outstanding indebtedness pledging increment revenues which has been approved by this Board or if extended by the Board at a sunset review to be conducted twenty (20) years after creation of the Agency, a sum that is no less than the increment as defined and determined by Section 2 of this Ordinance accruing to such taxing authority. In no year shall the County's obligation to the Fund exceed the amount of that year's tax increment as determined pursuant to Section 2 of this ordinance. The County's increment contribution is to be accounted for as a separate revenue within the Fund but may be combined within other revenues for the purpose of paying debt service. The County must approve the amount, duration of the obligation and the purpose of any bond, note or other form of indebtedness, including advances, pledging or otherwise obligating tax increment funds.

Section 4. Notwithstanding the provisions of Section 3 herein, the County's obligation to fund the Fund annually shall continue until all loans, advances and indebtedness, if any, and interest thereon, of the Agency incurred as a result of redevelopment in the Redevelopment Area have been paid.

Section 5. Monies in the Fund may be expended from time to time for the following purposes, when directly related to financing or refinancing of redevelopment in the Redevelopment Area pursuant to the Plan: (a) administrative and overhead expenses necessary or incidental to the implementation of the Plan; (b) expenses of redevelopment planning, surveys and financial analysis, including the reimbursement to the Board or the Agency for such expenses incurred before the Plan was approved and adopted; (c) the acquisition of real property in the Redevelopment Area; (d) the clearance and preparation of any Redevelopment Area for redevelopment and relocation of site occupants as provided in Section 163.370, Florida Statutes; (e) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes and any other form of indebtedness; (f) all expenses incidental to or connected with the issuance, sale, redemption, retirement or purchase of agency bonds, bond anticipation notes or other form of indebtedness, including funding of any reserve, redemption or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes or other form of indebtedness; (g) the development of affordable housing within the Redevelopment Area; or (h) the development of community policing innovations.

Section 6. On the last day of the Agency's fiscal year, any money which remains in the Fund after the payment of the expenses listed in Section 5 herein for such year shall be: (a) returned to each taxing authority which paid the increment in the proportion that the amount of the payment of such taxing authority bears to the total amount paid into the Fund by all taxing authorities within the Redevelopment Area for that year; (b) used to reduce the amount of any indebtedness to which increment revenues are pledged; (c) deposited into an escrow account for the purpose of later reducing any indebtedness to which increment revenues are pledged; or (d) appropriated to a specific redevelopment project pursuant to the Plan which project will be completed within three (3) years from the date of such appropriation.

Section 7. The Agency shall provide for an independent financial audit of the Fund each fiscal year and a report of such audit. Such report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the Fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which is pledged increment revenues and the remaining amount of such indebtedness. The Agency shall provide a copy of the report to each taxing authority. All Fund records shall be available for County inspection. The County reserves the right to audit the Fund.

Section 8. This ordinance is hereby declared to be for a public purpose and for the welfare of the citizens of Miami-Dade County, Florida and shall be literally construed to effectuate the purpose thereof.

Section 9. 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 10. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Miami-Dade County. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 11. This ordinance shall, subject to a sunset review by this Board, stand repealed twenty (20) years from its effective date.

Section 12. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

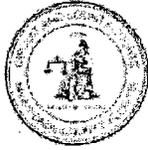
Approved by County Attorney as
to form and legal sufficiency:




Prepared by:

Shannon D. Summerset

Prime Sponsor: Commissioner Barbara J. Jordan



MEMORANDUM

Agenda Item 5(A) Supplement

TO: Honorable Chairwoman Rebeca Sosa, and
Members, Board of County Commissioners

DATE: July 16, 2013

FROM: Honorable Harvey Ruvin, Clerk.
Circuit and County Courts

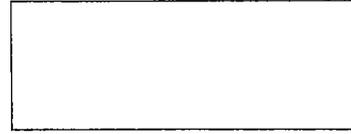
SUBJECT: Supplement information on
Resolution codesignating SW
84 Street from SW 54 Avenue
as "Olla Way" in honor of our
Lady of Lourdes Academy
(OLLA)

Christopher Agrippa, Division Chief
Clerk of the Board Division

Pursuant to Ordinance No. 13-29 of the Miami-Dade County Code, the Commission Auditor shall complete background research on any person, place, or thing that is the subject of a naming, renaming, or designation item or an item approving the co-designation of state or municipal roads, and shall prepare a report detailing the findings of said research prior to the Commission meeting during which the item is scheduled to be considered.

Attached for your information and review is the Commission Auditor's findings regarding Item 5(A) on today's agenda of Resolution codesignating SW 84 Street from SW 54 Avenue to SW 57 Avenue as "Olla Way" in honor of our Lady of Lourdes Academy (OLLA).

CA/fed



**BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR**

M E M O R A N D U M

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Charles Anderson
Commission Auditor 

DATE: July 16, 2013

SUBJECT: RESOLUTION CODESIGNATING SW 84 STREET FROM SW 54 AVENUE TO SW 57 AVENUE AS "OLLA WAY" IN HONOR OF OUR LADY OF LOURDES ACADEMY (OLLA)

Ordinance No. 13-29, adopted on April 2, 2013, requires the Office of the Commission Auditor (OCA) to complete background research on any person, organization, place or thing that is the subject of a naming, renaming or codesignation item.

In accordance with the Ordinance, we are providing this report as a supplement to the Board of County Commissioners (BCC) Agenda Item 5A.

Pursuant to Ordinance No. 13-29, the OCA completed background research regarding BCC Agenda Item 5A, Resolution codesignating SW 84th Street from SW 54th Avenue to SW 57th Avenue as "OLLA Way" in honor of Our Lady of Lourdes Academy and there were no adverse findings.

Our Lady of Lourdes Academy is a Roman Catholic, all-girls high school in Miami, Florida founded in 1963. It is operated by the Immaculate Heart of Mary Sisters.

Memorandum



Date: July 16, 2013
To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
From: Carlos A. Gimenez
County Mayor
Subject: Resolution Authorizing the issuance of not to exceed \$360 million of Seaport Revenue Bonds
and \$35 million of Seaport Revenue Refunding Bonds.

Agenda Item No. 5(C)

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Resolution which authorizes the issuance, in an aggregate principal amount of not to exceed:

- \$360 million in Seaport Revenue Bonds to finance projects that have been previously approved by the Board and are included in the Seaport Department's Capital Improvement Plan (CIP). The projects to be funded are listed in Attachment 1 to this transmittal memo and are in three major components as follows:
 1. Seaport Dredge Project (\$162.31 million), which will increase the depth of the south channel from 40 feet to 50 feet.
 2. Seaport Infrastructure (\$84.998 million), which include:
 - improvements to terminals D, E, F, G and J;
 - rehabilitation of the rail service to the Port;
 - acquisition of additional super post-Panamax gantry cranes;
 - improvements and upgrades to Port-wide facilities; and
 3. Seaport Tunnel Project (\$29.5 million), which will connect Dodge/Lummus Island with Watson Island via a tunnel.
- \$35 million in Seaport Revenue Refunding Bonds to refund all of the outstanding Seaport Revenue Refunding Bonds, Series 1995 and Seaport Revenue Bonds, Series 1996 for the purpose of generating economic savings on debt service payments through refunding the previously issued Series 1995 and 1996 Bonds. The Seaport Revenue Refunding Bonds maturities will not exceed the maturities of the Series 1995 and 1996 Bonds and savings is estimated to exceed five percent as required pursuant to Resolution R-1313-09.

The Resolution also authorizes for Closing Costs: (i) funding capitalized interest (\$48.6 million), if advisable (ii) if in the best interest of the county, a deposit to the Reserve Account for the 2013 Bonds (\$23.2 million), including the deposit of a Reserve Facility or Facilities, if any; and (iii) paying costs of issuance (\$2.5 million) relating to the Series 2013 Bonds, including the premium cost of any Reserve Facilities. Included in the Resolution is \$8.9 million to cover for upward movement in interest rates at time of pricing, if necessary.

Scope

The issuance of the Series 2013 Bonds will have a countywide impact.

Fiscal Impact/Funding Source

The principal and interest on the Series 2013 Bonds will be payable from Seaport Net Revenues. Net Revenues are the excess of Revenues over Operating Expenses (Seaport Operations).

Based on market conditions of June 5, 2013, the aggregate principal amount of the Seaport Revenue Bonds is estimated to be \$354.28 million and the County would pay interest in the amount of \$320.86 million over the 30 year life of the Seaport Revenue Bonds.

Based on market conditions as of June 5, 2013, the estimated debt service savings over the 14 year life of the Seaport Revenue Refunding Bonds is approximately \$3.5 million (net present value savings of

\$3.0 million). Net present value savings is 9.9 percent of the par amount of the Outstanding Series 1995 and 1996 Bonds. A portion of the savings will be used to pay the cost associated with a settlement with the Internal Revenue Service related to the Seaport Revenue Bonds, Series 1996 as previously approved by the Resolution R-1005-12.

Pursuant to Resolution R-1313-09, Attachment 2 to this transmittal memorandum reflects the proposed structure for the Series 2013 Bonds based on the market as of June 5, 2013. Updates to Attachment 2 will be provided at the time the Series 2013 Resolution is considered by the Board's Finance Committee and then again when considered by the full Board. A final pricing report will be distributed to the Board after the Series 2013 Bonds are awarded to the Underwriters. The Seaport Series 2013 Bonds are anticipated to be issued in September 2013.

Track Record/Monitoring

The Series 2013 Bonds and the Seaport's CIP Projects shall be managed by Seaport Department.

Background

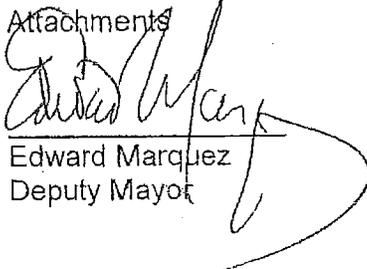
On July 5, 1988, the Board enacted the Master Ordinance authorizing the issuance of revenue bonds for the Seaport Department from time to time. Pursuant to the Master Ordinance, the Board has enacted and approved the issuance of \$74.2 million of Seaport Revenue and Revenue Refunding Bonds, of which a total of \$36.9 million is currently outstanding. The Board has also approved Seaport General Obligation Bonds under the Master Ordinance in the amount of \$111.375 million, of which \$100.575 million is currently outstanding.

The Seaport Department has also utilized other funding sources to fund the CIP, which include \$214.65 million in multiple series of Capital Asset Acquisition Bonds, of which \$124.627 million remains outstanding and a \$333 million loan from the Sunshine State Governmental Sunshine Commission as a financing vehicle, of which \$325.56 million remains outstanding. The Seaport Capital Asset Acquisition Bonds and Seaport Sunshine State Loans are being paid from Seaport revenues and if Seaport Revenues are insufficient, will be paid from the County's covenant to budget and appropriate annually from non-ad valorem revenues.

A companion Ordinance, to be heard at this meeting, authorizes the issuance of up to \$885 million of additional Seaport Revenue Bonds. The Series 2013 Resolution authorizes the County Mayor or the County Mayor's designee to effectuate issuance of the Series 2013 Bonds as the first series of Bonds authorized by the companion Ordinance.

Resolution R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on the committee agenda. In order to provide the County the maximum flexibility in the market place, the sale of the Series 2013 Bonds, which will set their final terms, will not occur until after the effective date of this Series 2013 Resolution. Therefore, a waiver of Resolution R-130-06 is necessary.

Attachments



Edward Marquez
Deputy Mayor

Attachment 1

SERIES 2013 PROJECT

Project Description	Project Cost	
Additional Improvements:		
Seaport Dredge Project DREDGE III - (INCLUDING BULKHEAD REINFORCEMENT) - Deepening of the South Channel to a depth of 50 feet.	\$162,310,000	
Seaport Infrastructure Projects		
<p>CRUISE TERMINALS D AND E IMPROVEMENTS - upgrades for new vessel class - additional 17,000 square feet of passenger processing area, including passenger boarding bridges, runways and canopies and a secondary search room for Customs and Border Protection.</p> <p>CRUISE TERMINAL F AND G IMPROVEMENTS - upgrades to baggage system, additional comfort stations, an intermodal facility, canopies, additional seating and flooring.</p> <p>CRUISE TERMINAL J IMPROVEMENTS - include an additional elevator and escalator, comfort stations, canopies, railing and flooring for the exterior terrace as well as terminal enhancements to attract new service and accommodate upper scale cruise lines; retrofitting Customs and Border Protection processing area.</p> <p>INTERMODAL AND RAIL CONSTRUCTION - rehabilitation of rail service on Port, rehabilitating the existing rail bascule bridge, extending the rail track and constructing an intermodal rail yard on-Port.</p> <p>CARGO YARD IMPROVEMENTS - Phase I - IV of Seaboard cargo yard improvements; installation of fenders; bulkhead repairs; drainage, paving and utilities upgrades.</p> <p>GANTRY CRANES - acquisition of four additional super post-Panamax gantry cranes to address additional capacity as a result of the expansion of the Panama Canal in 2015; included is also the upgrade and refurbishment of gantry cranes infrastructure.</p> <p>PORT-WIDE FACILITIES IMPROVEMENTS, UPGRADES AND ENHANCEMENTS - various Port-wide projects including: rehabilitation of bulkheads (cruise and cargo areas); replacement of mooring bollards; crane rail replacement; construction of a bonded warehouse; and information technology and telecommunication upgrades (cargo gateway modifications, GIS, access roads and controls).</p>		84,998,000
Capital Expenditures:		
Seaport Tunnel Project SEAPORT TUNNEL* - Construction of a two portal tunnel under the north channel connecting Dodge/Lummus island with Watson Island.	29,500,000	
Total Seaport Project Costs	<u>\$ 276,808,000</u>	

* Including reimbursement of any amounts outstanding, plus accrued interest, under that certain Reimbursement Agreement dated September 25, 2009 by and between the County and Wells Fargo Bank, National Association (successor to Wachovia Bank, National Association).

Attachment 2

SOURCES AND USES OF FUNDS

Miami-Dade County Seaport Department
Revenue and Revenue Refunding Bonds, Series 2013

*** Preliminary ***

Rates as of Close of Business June 3, 2013

Dated Date 09/18/2013
Delivery Date 09/18/2013

Sources:	Series 2013A (New Money / Non-AMT)	Series 2013B (New Money / AMT)	Series 2013C (Refunding / Non-AMT)	Series 2013D (Refunding / AMT)	Total
Bond Proceeds:					
Par Amount	210,970,000.00	113,695,000.00	12,170,000.00	17,445,000.00	354,280,000.00
Premium	20,805,185.90	7,054,968.50	403,191.60	1,757,629.70	30,020,975.70
	<u>231,775,185.90</u>	<u>120,749,968.50</u>	<u>12,573,191.60</u>	<u>19,202,629.70</u>	<u>384,300,975.70</u>
Uses:					
Project Fund Deposits:					
Project Fund	191,810,000.00	84,998,000.00			276,808,000.00
Refunding Escrow Deposits:					
Cash Deposit			346,006.29	502,582.72	848,589.01
SLGS Purchases			12,077,058.00	18,486,072.00	30,563,130.00
			<u>12,423,064.29</u>	<u>18,988,654.72</u>	<u>31,411,719.01</u>
Other Fund Deposits:					
Capitalized Interest Fund	31,630,509.17	16,990,685.00			48,621,194.17
Debt Service Reserve Fund	5,798,750.00	17,396,250.00			23,195,000.00
	<u>37,429,259.17</u>	<u>34,386,935.00</u>			<u>71,816,194.17</u>
Cost of Issuance:					
Other Cost of Issuance	1,265,820.00	682,170.00	73,020.00	104,670.00	2,125,680.00
Delivery Date Expenses:					
Underwriter's Discount	1,265,820.00	682,170.00	73,020.00	104,670.00	2,125,680.00
Other Uses of Funds:					
Additional Proceeds	4,286.73	693.50	4,087.31	4,634.98	13,702.52
	<u>231,775,185.90</u>	<u>120,749,968.50</u>	<u>12,573,191.60</u>	<u>19,202,629.70</u>	<u>384,300,975.70</u>

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

Dated Date	09/18/2013
Delivery Date	09/18/2013
First Coupon	04/01/2014
Last Maturity	10/01/2042
Arbitrage Yield	3.832114%
True Interest Cost (TIC)	4.303194%
Net Interest Cost (NIC)	4.544775%
All-In TIC	4.351120%
Average Coupon	4.977516%
Average Life (years)	18.195
Duration of Issue (years)	11.905
Par Amount	354,280,000.00
Bond Proceeds	384,300,975.70
Total Interest	320,860,053.90
Net Interest	292,964,758.20
Total Debt Service	675,140,053.90
Maximum Annual Debt Service	24,798,603.90
Average Annual Debt Service	23,251,738.20
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	107.873799

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013C Bonds	12,170,000.00	103.313	3.000%	1.544	1,956.70
Series 2013D Bonds	17,445,000.00	110.075	4.821%	7.660	11,369.00
Series 2013B Bonds	113,695,000.00	106.205	4.984%	18.894	90,605.60
Series 2013A Bonds	210,970,000.00	109.862	4.988%	19.650	177,197.80
	354,280,000.00			18.195	281,129.10

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

	TIC	All-In TIC	Arbitrage Yield
Par Value	354,280,000.00	354,280,000.00	354,280,000.00
+ Accrued Interest			
+ Premium (Discount)	30,020,975.70	30,020,975.70	30,020,975.70
- Underwriter's Discount	(2,125,680.00)	(2,125,680.00)	
- Cost of Issuance Expense		(2,125,680.00)	
- Other Amounts			
Target Value	382,175,295.70	380,049,615.70	384,300,975.70
Target Date	09/18/2013	09/18/2013	09/18/2013
Yield	4.303194%	4.351120%	3.832114%

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
Series 2013A (New Money / Non-AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
First Coupon	04/01/2014
Last Maturity	10/01/2042
Arbitrage Yield	3.832114%
True Interest Cost (TIC)	4.255244%
Net Interest Cost (NIC)	4.516693%
All-In TIC	4.299580%
Average Coupon	4.988017%
Average Life (years)	19.650
Duration of Issue (years)	12.700
Par Amount	210,970,000.00
Bond Proceeds	231,775,185.90
Total Interest	206,784,909.17
Net Interest	187,245,543.27
Total Debt Service	417,754,909.17
Maximum Annual Debt Service	15,437,500.00
Average Annual Debt Service	14,387,426.32
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	109.261680

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013A Bonds	210,970,000.00	109.862	4.988%	19.650	177,197.80
	210,970,000.00			19.650	177,197.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	210,970,000.00	210,970,000.00	210,970,000.00
+ Accrued Interest			
+ Premium (Discount)	20,805,185.90	20,805,185.90	20,805,185.90
- Underwriter's Discount	(1,265,820.00)	(1,265,820.00)	
- Cost of Issuance Expense		(1,265,820.00)	
- Other Amounts			
Target Value	230,509,365.90	229,243,545.90	231,775,185.90
Target Date	09/18/2013	09/18/2013	09/18/2013
Yield	4.255244%	4.299580%	3.832114%

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
Series 2013B (New Money / AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
First Coupon	04/01/2014
Last Maturity	10/01/2042
Arbitrage Yield	3.832114%
True Interest Cost (TIC)	4.512520%
Net Interest Cost (NIC)	4.687632%
All-In TIC	4.560463%
Average Coupon	4.984298%
Average Life (years)	18.894
Duration of Issue (years)	12.169
Par Amount	113,695,000.00
Bond Proceeds	120,749,968.50
Total Interest	107,069,485.00
Net Interest	100,696,686.50
Total Debt Service	220,764,485.00
Maximum Annual Debt Service	7,756,750.00
Average Annual Debt Service	7,603,100.99
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	105.605170

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013B Bonds	113,695,000.00	106.205	4.984%	18.894	90,605.60
	113,695,000.00			18.894	90,605.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	113,695,000.00	113,695,000.00	113,695,000.00
+ Accrued Interest			
+ Premium (Discount)	7,054,968.50	7,054,968.50	7,054,968.50
- Underwriter's Discount	(682,170.00)	(682,170.00)	
- Cost of Issuance Expense		(682,170.00)	
- Other Amounts			
Target Value	120,067,798.50	119,385,628.50	120,749,968.50
Target Date	09/18/2013	09/18/2013	09/18/2013
Yield	4.512520%	4.560463%	3.832114%

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
Series 2013C (Refunding / Non-AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
First Coupon	04/01/2014
Last Maturity	10/01/2015
Arbitrage Yield	3.832114%
True Interest Cost (TIC)	1.218883%
Net Interest Cost (NIC)	1.242784%
All-In TIC	1.606784%
Average Coupon	3.000000%
Average Life (years)	1.544
Duration of Issue (years)	1.522
Par Amount	12,170,000.00
Bond Proceeds	12,573,191.60
Total Interest	563,684.17
Net Interest	233,512.57
Total Debt Service	12,733,684.17
Maximum Annual Debt Service	6,368,284.17
Average Annual Debt Service	6,253,924.01
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	102.712996

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013C Bonds	12,170,000.00	103.313	3.000%	1.544	1,956.70
	12,170,000.00			1.544	1,956.70

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,170,000.00	12,170,000.00	12,170,000.00
+ Accrued Interest			
+ Premium (Discount)	403,191.60	403,191.60	403,191.60
- Underwriter's Discount	(73,020.00)	(73,020.00)	
- Cost of Issuance Expense		(73,020.00)	
- Other Amounts			
Target Value	12,500,171.60	12,427,151.60	12,573,191.60
Target Date	09/18/2013	09/18/2013	09/18/2013
Yield	1.218883%	1.606784%	3.832114%

BOND SUMMARY STATISTICS

Miami-Dade County Seaport Department
Series 2013D (Refunding / AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
First Coupon	04/01/2014
Last Maturity	10/01/2026
Arbitrage Yield	3.832114%
True Interest Cost (TIC)	3.350814%
Net Interest Cost (NIC)	3.583789%
All-In TIC	3.436911%
Average Coupon	4.820757%
Average Life (years)	7.660
Duration of Issue (years)	6.498
Par Amount	17,445,000.00
Bond Proceeds	19,202,629.70
Total Interest	6,441,975.56
Net Interest	4,789,015.86
Total Debt Service	23,886,975.56
Maximum Annual Debt Service	1,841,000.00
Average Annual Debt Service	1,832,369.74
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	109.475263

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Series 2013D Bonds	17,445,000.00	110.075	4.821%	7.660	11,369.00
	17,445,000.00			7.660	11,369.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,445,000.00	17,445,000.00	17,445,000.00
+ Accrued Interest			
+ Premium (Discount)	1,757,629.70	1,757,629.70	1,757,629.70
- Underwriter's Discount	(104,670.00)	(104,670.00)	
- Cost of Issuance Expense		(104,670.00)	
- Other Amounts			
Target Value	19,097,959.70	18,993,289.70	19,202,629.70
Target Date	09/18/2013	09/18/2013	09/18/2013
Yield	3.350814%	3.436911%	3.832114%

BOND PRICING

Miami-Dade County Seaport Department
Series 2013A (New Money / Non-AMT)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Series 2013A Bonds:							
	10/01/2016	3,180,000	3.000%	1.200%	105.350		170,130.00
	10/01/2017	3,275,000	4.000%	1.470%	109.878		323,504.50
	10/01/2018	3,405,000	4.000%	1.750%	110.800		367,740.00
	10/01/2019	3,540,000	5.000%	2.090%	116.421		581,303.40
	10/01/2020	3,720,000	5.000%	2.380%	116.880		627,936.00
	10/01/2021	3,905,000	5.000%	2.690%	116.593		647,956.65
	10/01/2022	4,100,000	5.000%	2.900%	116.587		680,067.00
	10/01/2023	4,305,000	5.000%	3.030%	116.937		729,137.85
	10/01/2024	4,520,000	5.000%	3.160%	115.718 C	3.290%	710,453.60
	10/01/2025	4,750,000	5.000%	3.280%	114.606 C	3.502%	693,785.00
	10/01/2026	4,985,000	5.000%	3.390%	113.598 C	3.677%	677,860.30
	10/01/2027	7,070,000	5.000%	3.480%	112.781 C	3.815%	903,616.70
	10/01/2028	7,425,000	5.000%	3.550%	112.151 C	3.922%	902,211.75
	10/01/2029	7,795,000	5.000%	3.620%	111.525 C	4.018%	898,373.75
	10/01/2030	8,185,000	5.000%	3.680%	110.991 C	4.097%	899,613.35
	10/01/2031	8,595,000	5.000%	3.740%	110.461 C	4.169%	899,122.95
	10/01/2032	9,025,000	5.000%	3.800%	109.934 C	4.235%	896,543.50
	10/01/2033	9,475,000	5.000%	3.850%	109.496 C	4.289%	899,746.00
	10/01/2034	9,950,000	5.000%	3.900%	109.061 C	4.339%	901,569.50
	10/01/2035	10,445,000	5.000%	3.950%	108.628 C	4.385%	901,194.60
	10/01/2036	10,970,000	5.000%	4.000%	108.198 C	4.429%	899,320.60
	10/01/2037	11,520,000	5.000%	4.040%	107.854 C	4.464%	904,780.80
	10/01/2038	12,095,000	5.000%	4.080%	107.512 C	4.497%	908,576.40
	10/01/2039	12,700,000	5.000%	4.120%	107.172 C	4.528%	910,844.00
	10/01/2040	13,335,000	5.000%	4.140%	107.002 C	4.547%	933,716.70
	10/01/2041	14,000,000	5.000%	4.160%	106.833 C	4.565%	956,620.00
	10/01/2042	14,700,000	5.000%	4.180%	106.663 C	4.583%	979,461.00
		210,970,000					20,805,185.90

Dated Date 09/18/2013
 Delivery Date 09/18/2013
 First Coupon 04/01/2014

Par Amount 210,970,000.00
 Premium 20,805,185.90

Production 231,775,185.90 109.861680%
 Underwriter's Discount (1,265,820.00) (0.600000%)

Purchase Price 230,509,365.90 109.261680%
 Accrued Interest

Net Proceeds 230,509,365.90

BOND PRICING

Miami-Dade County Seaport Department
Series 2013B (New Money / AMT)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Series 2013B Bonds:							
	10/01/2016	2,160,000	3.000%	1.400%	104.739		102,362.40
	10/01/2017	2,225,000	4.000%	1.720%	108.852		196,957.00
	10/01/2018	2,310,000	4.000%	2.050%	109.284		214,460.40
	10/01/2019	2,405,000	5.000%	2.490%	113.985		336,339.25
	10/01/2020	2,525,000	5.000%	2.780%	114.097		355,949.25
	10/01/2021	2,650,000	5.000%	3.090%	113.498		357,697.00
	10/01/2022	2,785,000	5.000%	3.350%	112.771		355,672.35
	10/01/2023	2,925,000	5.000%	3.480%	112.781		373,844.25
	10/01/2024	3,070,000	5.000%	3.660%	111.169 C	3.754%	342,888.30
	10/01/2025	3,220,000	5.000%	3.780%	110.109 C	3.937%	325,509.80
	10/01/2026	3,385,000	5.000%	3.890%	109.148 C	4.088%	309,659.80
	10/01/2027	3,550,000	5.000%	3.980%	108.370 C	4.204%	297,135.00
	10/01/2028	3,730,000	5.000%	4.050%	107.769 C	4.293%	289,783.70
	10/01/2029	3,915,000	5.000%	4.120%	107.172 C	4.373%	280,783.80
	10/01/2030	4,110,000	5.000%	4.180%	106.663 C	4.438%	273,849.30
	10/01/2031	4,315,000	5.000%	4.240%	106.158 C	4.498%	265,717.70
	10/01/2032	4,535,000	5.000%	4.300%	105.655 C	4.553%	256,454.25
	10/01/2033	4,760,000	5.000%	4.350%	105.238 C	4.597%	249,328.80
	10/01/2034	5,000,000	5.000%	4.400%	104.824 C	4.638%	241,200.00
	10/01/2035	5,250,000	5.000%	4.450%	104.411 C	4.677%	231,577.50
	10/01/2036	5,510,000	5.000%	4.500%	104.000 C	4.713%	220,400.00
	10/01/2037	5,785,000	5.000%	4.540%	103.673 C	4.742%	212,483.05
	10/01/2038	6,075,000	5.000%	4.580%	103.347 C	4.769%	203,330.25
	10/01/2039	6,380,000	5.000%	4.620%	103.022 C	4.795%	192,803.60
	10/01/2040	6,700,000	5.000%	4.640%	102.860 C	4.810%	191,620.00
	10/01/2041	7,035,000	5.000%	4.660%	102.698 C	4.823%	189,804.30
	10/01/2042	7,385,000	5.000%	4.680%	102.537 C	4.836%	187,357.45
		113,695,000					7,054,968.50

Dated Date	09/18/2013	
Delivery Date	09/18/2013	
First Coupon	04/01/2014	
Par Amount	113,695,000.00	
Premium	7,054,968.50	
Production	120,749,968.50	106.205170%
Underwriter's Discount	(682,170.00)	(0.600000%)
Purchase Price	120,067,798.50	105.605170%
Accrued Interest		
Net Proceeds	120,067,798.50	

BOND PRICING

Miami-Dade County Seaport Department
Series 2013C (Refunding / Non-AMT)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Series 2013C Bonds:	10/01/2014	5,990,000	3.000%	0.700%	102.370	141,963.00
	10/01/2015	6,180,000	3.000%	0.900%	104.227	261,228.60
		12,170,000				403,191.60

Dated Date	09/18/2013	
Delivery Date	09/18/2013	
First Coupon	04/01/2014	
Par Amount	12,170,000.00	
Premium	403,191.60	
Production	12,573,191.60	103.312996%
Underwriter's Discount	(73,020.00)	(0.600000%)
Purchase Price	12,500,171.60	102.712996%
Accrued Interest		
Net Proceeds	12,500,171.60	

BOND PRICING

Miami-Dade County Seaport Department
Series 2013D (Refunding / AMT)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Premium (-Discount)
Series 2013D Bonds:							
	10/01/2014	1,025,000	3.000%	0.800%	102.265		23,216.25
	10/01/2015	1,080,000	3.000%	1.050%	103.917		42,303.60
	10/01/2016	1,115,000	3.000%	1.400%	104.739		52,839.85
	10/01/2017	1,150,000	4.000%	1.720%	108.852		101,798.00
	10/01/2018	1,195,000	4.000%	2.050%	109.284		110,943.80
	10/01/2019	1,245,000	5.000%	2.490%	113.985		174,113.25
	10/01/2020	1,305,000	5.000%	2.780%	114.097		183,965.85
	10/01/2021	1,370,000	5.000%	3.090%	113.498		184,922.60
	10/01/2022	1,440,000	5.000%	3.350%	112.771		183,902.40
	10/01/2023	1,515,000	5.000%	3.480%	112.781		193,632.15
	10/01/2024	1,590,000	5.000%	3.660%	111.169 C	3.754%	177,587.10
	10/01/2025	1,665,000	5.000%	3.780%	110.109 C	3.937%	168,314.85
	10/01/2026	1,750,000	5.000%	3.890%	109.148 C	4.088%	160,090.00
		17,445,000					1,757,629.70

Dated Date	09/18/2013	
Delivery Date	09/18/2013	
First Coupon	04/01/2014	
Par Amount	17,445,000.00	
Premium	1,757,629.70	
Production	19,202,629.70	110.075263%
Underwriter's Discount	(104,670.00)	(0.600000%)
Purchase Price	19,097,959.70	109.475263%
Accrued Interest		
Net Proceeds	19,097,959.70	

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013A (New Money / Non-AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2014			5,585,259.17	5,585,259.17	
10/01/2014			5,209,050.00	5,209,050.00	10,794,309.17
04/01/2015			5,209,050.00	5,209,050.00	
10/01/2015			5,209,050.00	5,209,050.00	10,418,100.00
04/01/2016			5,209,050.00	5,209,050.00	
10/01/2016	3,180,000	3.000%	5,209,050.00	8,389,050.00	13,598,100.00
04/01/2017			5,161,350.00	5,161,350.00	
10/01/2017	3,275,000	4.000%	5,161,350.00	8,436,350.00	13,597,700.00
04/01/2018			5,095,850.00	5,095,850.00	
10/01/2018	3,405,000	4.000%	5,095,850.00	8,500,850.00	13,596,700.00
04/01/2019			5,027,750.00	5,027,750.00	
10/01/2019	3,540,000	5.000%	5,027,750.00	8,567,750.00	13,595,500.00
04/01/2020			4,939,250.00	4,939,250.00	
10/01/2020	3,720,000	5.000%	4,939,250.00	8,659,250.00	13,598,500.00
04/01/2021			4,846,250.00	4,846,250.00	
10/01/2021	3,905,000	5.000%	4,846,250.00	8,751,250.00	13,597,500.00
04/01/2022			4,748,625.00	4,748,625.00	
10/01/2022	4,100,000	5.000%	4,748,625.00	8,848,625.00	13,597,250.00
04/01/2023			4,646,125.00	4,646,125.00	
10/01/2023	4,305,000	5.000%	4,646,125.00	8,951,125.00	13,597,250.00
04/01/2024			4,538,500.00	4,538,500.00	
10/01/2024	4,520,000	5.000%	4,538,500.00	9,058,500.00	13,597,000.00
04/01/2025			4,425,500.00	4,425,500.00	
10/01/2025	4,750,000	5.000%	4,425,500.00	9,175,500.00	13,601,000.00
04/01/2026			4,306,750.00	4,306,750.00	
10/01/2026	4,985,000	5.000%	4,306,750.00	9,291,750.00	13,598,500.00
04/01/2027			4,182,125.00	4,182,125.00	
10/01/2027	7,070,000	5.000%	4,182,125.00	11,252,125.00	15,434,250.00
04/01/2028			4,005,375.00	4,005,375.00	
10/01/2028	7,425,000	5.000%	4,005,375.00	11,430,375.00	15,435,750.00
04/01/2029			3,819,750.00	3,819,750.00	
10/01/2029	7,795,000	5.000%	3,819,750.00	11,614,750.00	15,434,500.00
04/01/2030			3,624,875.00	3,624,875.00	
10/01/2030	8,185,000	5.000%	3,624,875.00	11,809,875.00	15,434,750.00
04/01/2031			3,420,250.00	3,420,250.00	
10/01/2031	8,595,000	5.000%	3,420,250.00	12,015,250.00	15,435,500.00
04/01/2032			3,205,375.00	3,205,375.00	
10/01/2032	9,025,000	5.000%	3,205,375.00	12,230,375.00	15,435,750.00
04/01/2033			2,979,750.00	2,979,750.00	
10/01/2033	9,475,000	5.000%	2,979,750.00	12,454,750.00	15,434,500.00
04/01/2034			2,742,875.00	2,742,875.00	
10/01/2034	9,950,000	5.000%	2,742,875.00	12,692,875.00	15,435,750.00
04/01/2035			2,494,125.00	2,494,125.00	
10/01/2035	10,445,000	5.000%	2,494,125.00	12,939,125.00	15,433,250.00
04/01/2036			2,233,000.00	2,233,000.00	
10/01/2036	10,970,000	5.000%	2,233,000.00	13,203,000.00	15,436,000.00
04/01/2037			1,958,750.00	1,958,750.00	
10/01/2037	11,520,000	5.000%	1,958,750.00	13,478,750.00	15,437,500.00
04/01/2038			1,670,750.00	1,670,750.00	
10/01/2038	12,095,000	5.000%	1,670,750.00	13,765,750.00	15,436,500.00
04/01/2039			1,368,375.00	1,368,375.00	
10/01/2039	12,700,000	5.000%	1,368,375.00	14,068,375.00	15,436,750.00
04/01/2040			1,050,875.00	1,050,875.00	
10/01/2040	13,335,000	5.000%	1,050,875.00	14,385,875.00	15,436,750.00

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013A (New Money / Non-AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2041			717,500.00	717,500.00	
10/01/2041	14,000,000	5.000%	717,500.00	14,717,500.00	15,435,000.00
04/01/2042			367,500.00	367,500.00	
10/01/2042	14,700,000	5.000%	367,500.00	15,067,500.00	15,435,000.00
	210,970,000		206,784,909.17	417,754,909.17	417,754,909.17

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013B (New Money / AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2014			3,000,185	3,000,185	
10/01/2014			2,798,100	2,798,100	5,798,285
04/01/2015			2,798,100	2,798,100	
10/01/2015			2,798,100	2,798,100	5,596,200
04/01/2016			2,798,100	2,798,100	
10/01/2016	2,160,000	3.000%	2,798,100	4,958,100	7,756,200
04/01/2017			2,765,700	2,765,700	
10/01/2017	2,225,000	4.000%	2,765,700	4,990,700	7,756,400
04/01/2018			2,721,200	2,721,200	
10/01/2018	2,310,000	4.000%	2,721,200	5,031,200	7,752,400
04/01/2019			2,675,000	2,675,000	
10/01/2019	2,405,000	5.000%	2,675,000	5,080,000	7,755,000
04/01/2020			2,614,875	2,614,875	
10/01/2020	2,525,000	5.000%	2,614,875	5,139,875	7,754,750
04/01/2021			2,551,750	2,551,750	
10/01/2021	2,650,000	5.000%	2,551,750	5,201,750	7,753,500
04/01/2022			2,485,500	2,485,500	
10/01/2022	2,785,000	5.000%	2,485,500	5,270,500	7,756,000
04/01/2023			2,415,875	2,415,875	
10/01/2023	2,925,000	5.000%	2,415,875	5,340,875	7,756,750
04/01/2024			2,342,750	2,342,750	
10/01/2024	3,070,000	5.000%	2,342,750	5,412,750	7,755,500
04/01/2025			2,266,000	2,266,000	
10/01/2025	3,220,000	5.000%	2,266,000	5,486,000	7,752,000
04/01/2026			2,185,500	2,185,500	
10/01/2026	3,385,000	5.000%	2,185,500	5,570,500	7,756,000
04/01/2027			2,100,875	2,100,875	
10/01/2027	3,550,000	5.000%	2,100,875	5,650,875	7,751,750
04/01/2028			2,012,125	2,012,125	
10/01/2028	3,730,000	5.000%	2,012,125	5,742,125	7,754,250
04/01/2029			1,918,875	1,918,875	
10/01/2029	3,915,000	5.000%	1,918,875	5,833,875	7,752,750
04/01/2030			1,821,000	1,821,000	
10/01/2030	4,110,000	5.000%	1,821,000	5,931,000	7,752,000
04/01/2031			1,718,250	1,718,250	
10/01/2031	4,315,000	5.000%	1,718,250	6,033,250	7,751,500
04/01/2032			1,610,375	1,610,375	
10/01/2032	4,535,000	5.000%	1,610,375	6,145,375	7,755,750
04/01/2033			1,497,000	1,497,000	
10/01/2033	4,760,000	5.000%	1,497,000	6,257,000	7,754,000
04/01/2034			1,378,000	1,378,000	
10/01/2034	5,000,000	5.000%	1,378,000	6,378,000	7,756,000
04/01/2035			1,253,000	1,253,000	
10/01/2035	5,250,000	5.000%	1,253,000	6,503,000	7,756,000
04/01/2036			1,121,750	1,121,750	
10/01/2036	5,510,000	5.000%	1,121,750	6,631,750	7,753,500
04/01/2037			984,000	984,000	
10/01/2037	5,785,000	5.000%	984,000	6,769,000	7,753,000
04/01/2038			839,375	839,375	
10/01/2038	6,075,000	5.000%	839,375	6,914,375	7,753,750
04/01/2039			687,500	687,500	
10/01/2039	6,380,000	5.000%	687,500	7,067,500	7,755,000
04/01/2040			528,000	528,000	
10/01/2040	6,700,000	5.000%	528,000	7,228,000	7,756,000

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013B (New Money / AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2041			360,500	360,500	
10/01/2041	7,035,000	5.000%	360,500	7,395,500	7,756,000
04/01/2042			184,625	184,625	
10/01/2042	7,385,000	5.000%	184,625	7,569,625	7,754,250
	113,695,000		107,069,485	220,764,485	220,764,485

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013C (Refunding / Non-AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2014			195,734.17	195,734.17	
10/01/2014	5,990,000	3.000%	182,550.00	6,172,550.00	6,368,284.17
04/01/2015			92,700.00	92,700.00	
10/01/2015	6,180,000	3.000%	92,700.00	6,272,700.00	6,365,400.00
	12,170,000		563,684.17	12,733,684.17	12,733,684.17

BOND DEBT SERVICE

Miami-Dade County Seaport Department
Series 2013D (Refunding / AMT)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2014			420,525.56	420,525.56	
10/01/2014	1,025,000	3.000%	392,200.00	1,417,200.00	1,837,725.56
04/01/2015			376,825.00	376,825.00	
10/01/2015	1,080,000	3.000%	376,825.00	1,456,825.00	1,833,650.00
04/01/2016			360,625.00	360,625.00	
10/01/2016	1,115,000	3.000%	360,625.00	1,475,625.00	1,836,250.00
04/01/2017			343,900.00	343,900.00	
10/01/2017	1,150,000	4.000%	343,900.00	1,493,900.00	1,837,800.00
04/01/2018			320,900.00	320,900.00	
10/01/2018	1,195,000	4.000%	320,900.00	1,515,900.00	1,836,800.00
04/01/2019			297,000.00	297,000.00	
10/01/2019	1,245,000	5.000%	297,000.00	1,542,000.00	1,839,000.00
04/01/2020			265,875.00	265,875.00	
10/01/2020	1,305,000	5.000%	265,875.00	1,570,875.00	1,836,750.00
04/01/2021			233,250.00	233,250.00	
10/01/2021	1,370,000	5.000%	233,250.00	1,603,250.00	1,836,500.00
04/01/2022			199,000.00	199,000.00	
10/01/2022	1,440,000	5.000%	199,000.00	1,639,000.00	1,838,000.00
04/01/2023			163,000.00	163,000.00	
10/01/2023	1,515,000	5.000%	163,000.00	1,678,000.00	1,841,000.00
04/01/2024			125,125.00	125,125.00	
10/01/2024	1,590,000	5.000%	125,125.00	1,715,125.00	1,840,250.00
04/01/2025			85,375.00	85,375.00	
10/01/2025	1,665,000	5.000%	85,375.00	1,750,375.00	1,835,750.00
04/01/2026			43,750.00	43,750.00	
10/01/2026	1,750,000	5.000%	43,750.00	1,793,750.00	1,837,500.00
	17,445,000		6,441,975.56	23,886,975.56	23,886,975.56

AGGREGATE DEBT SERVICE

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

Period Ending	Series 2013A (New Money / Non-AMT)	Series 2013B (New Money / AMT)	Series 2013C (Refunding / Non-AMT)	Series 2013D (Refunding / AMT)	Unrefunded Bonds	Aggregate Debt Service
10/01/2013					6,675,147.50	6,675,147.50
10/01/2014	10,794,309.17	5,798,285	6,368,284.17	1,837,725.56		24,798,603.90
10/01/2015	10,418,100.00	5,596,200	6,365,400.00	1,833,650.00		24,213,350.00
10/01/2016	13,598,100.00	7,756,200		1,836,250.00		23,190,550.00
10/01/2017	13,597,700.00	7,756,400		1,837,800.00		23,191,900.00
10/01/2018	13,596,700.00	7,752,400		1,836,800.00		23,185,900.00
10/01/2019	13,595,500.00	7,755,000		1,839,000.00		23,189,500.00
10/01/2020	13,598,500.00	7,754,750		1,836,750.00		23,190,000.00
10/01/2021	13,597,500.00	7,753,500		1,836,500.00		23,187,500.00
10/01/2022	13,597,250.00	7,756,000		1,838,000.00		23,191,250.00
10/01/2023	13,597,250.00	7,756,750		1,841,000.00		23,195,000.00
10/01/2024	13,597,000.00	7,755,500		1,840,250.00		23,192,750.00
10/01/2025	13,601,000.00	7,752,000		1,835,750.00		23,188,750.00
10/01/2026	13,598,500.00	7,756,000		1,837,500.00		23,192,000.00
10/01/2027	15,434,250.00	7,751,750				23,186,000.00
10/01/2028	15,435,750.00	7,754,250				23,190,000.00
10/01/2029	15,434,500.00	7,752,750				23,187,250.00
10/01/2030	15,434,750.00	7,752,000				23,186,750.00
10/01/2031	15,435,500.00	7,751,500				23,187,000.00
10/01/2032	15,435,750.00	7,755,750				23,191,500.00
10/01/2033	15,434,500.00	7,754,000				23,188,500.00
10/01/2034	15,435,750.00	7,756,000				23,191,750.00
10/01/2035	15,433,250.00	7,756,000				23,189,250.00
10/01/2036	15,436,000.00	7,753,500				23,189,500.00
10/01/2037	15,437,500.00	7,753,000				23,190,500.00
10/01/2038	15,436,500.00	7,753,750				23,190,250.00
10/01/2039	15,436,750.00	7,755,000				23,191,750.00
10/01/2040	15,436,750.00	7,756,000				23,192,750.00
10/01/2041	15,435,000.00	7,756,000				23,191,000.00
10/01/2042	15,435,000.00	7,754,250				23,189,250.00
	417,754,909.17	220,764,485	12,733,684.17	23,886,975.56	6,675,147.50	681,815,201.40

NET DEBT SERVICE

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
10/01/2014	7,015,000	17,783,603.90	24,798,603.90	16,592,594.17	8,206,009.73
10/01/2015	7,260,000	16,953,350.00	24,213,350.00	16,014,300.00	8,199,050.00
10/01/2016	6,455,000	16,735,550.00	23,190,550.00	16,014,300.00	7,176,250.00
10/01/2017	6,650,000	16,541,900.00	23,191,900.00		23,191,900.00
10/01/2018	6,910,000	16,275,900.00	23,185,900.00		23,185,900.00
10/01/2019	7,190,000	15,999,500.00	23,189,500.00		23,189,500.00
10/01/2020	7,550,000	15,640,000.00	23,190,000.00		23,190,000.00
10/01/2021	7,925,000	15,262,500.00	23,187,500.00		23,187,500.00
10/01/2022	8,325,000	14,866,250.00	23,191,250.00		23,191,250.00
10/01/2023	8,745,000	14,450,000.00	23,195,000.00		23,195,000.00
10/01/2024	9,180,000	14,012,750.00	23,192,750.00		23,192,750.00
10/01/2025	9,635,000	13,553,750.00	23,188,750.00		23,188,750.00
10/01/2026	10,120,000	13,072,000.00	23,192,000.00		23,192,000.00
10/01/2027	10,620,000	12,566,000.00	23,186,000.00		23,186,000.00
10/01/2028	11,155,000	12,035,000.00	23,190,000.00		23,190,000.00
10/01/2029	11,710,000	11,477,250.00	23,187,250.00		23,187,250.00
10/01/2030	12,295,000	10,891,750.00	23,186,750.00		23,186,750.00
10/01/2031	12,910,000	10,277,000.00	23,187,000.00		23,187,000.00
10/01/2032	13,560,000	9,631,500.00	23,191,500.00		23,191,500.00
10/01/2033	14,235,000	8,953,500.00	23,188,500.00		23,188,500.00
10/01/2034	14,950,000	8,241,750.00	23,191,750.00		23,191,750.00
10/01/2035	15,695,000	7,494,250.00	23,189,250.00		23,189,250.00
10/01/2036	16,480,000	6,709,500.00	23,189,500.00		23,189,500.00
10/01/2037	17,305,000	5,885,500.00	23,190,500.00		23,190,500.00
10/01/2038	18,170,000	5,020,250.00	23,190,250.00		23,190,250.00
10/01/2039	19,080,000	4,111,750.00	23,191,750.00		23,191,750.00
10/01/2040	20,035,000	3,157,750.00	23,192,750.00		23,192,750.00
10/01/2041	21,035,000	2,156,000.00	23,191,000.00		23,191,000.00
10/01/2042	22,085,000	1,104,250.00	23,189,250.00		23,189,250.00
	354,280,000	320,860,053.90	675,140,053.90	48,621,194.17	626,518,859.73

SUMMARY OF REFUNDING RESULTS

Miami-Dade County Seaport Department
Revenue and Revenue Refunding Bonds, Series 2013
*** Preliminary ***
Rates as of Close of Business June 3, 2013

Dated Date	09/18/2013
Delivery Date	09/18/2013
Arbitrage yield	3.832114%
Escrow yield	0.019727%
Bond Par Amount	29,615,000.00
True Interest Cost	3.072865%
Net Interest Cost	3.295202%
Average Coupon	4.596304%
Average Life	5.147
Par amount of refunded bonds	30,460,000.00
Average coupon of refunded bonds	5.501682%
Average life of refunded bonds	5.314
PV of prior debt to 09/18/2013 @ 3.832114%	33,540,421.59
Net PV Savings	3,006,153.20
Percentage savings of refunded bonds	9.869183%
Percentage savings of refunding bonds	10.150779%

SUMMARY OF REFUNDING RESULTS

Miami-Dade County Seaport Department
Series 2013C (Refunding / Non-AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
Arbitrage yield	3.832114%
Escrow yield	0.019726%
Bond Par Amount	12,170,000.00
True Interest Cost	1.218883%
Net Interest Cost	1.242784%
Average Coupon	3.000000%
Average Life	1.544
Par amount of refunded bonds	12,035,000.00
Average coupon of refunded bonds	5.750000%
Average life of refunded bonds	1.550
PV of prior debt to 09/18/2013 @ 3.832114%	12,698,939.32
Net PV Savings	683,129.71
Percentage savings of refunded bonds	5.676192%
Percentage savings of refunding bonds	5.613227%

SUMMARY OF REFUNDING RESULTS

Miami-Dade County Seaport Department
Series 2013D (Refunding / AMT)

Dated Date	09/18/2013
Delivery Date	09/18/2013
Arbitrage yield	3.832114%
Escrow yield	0.019727%
Bond Par Amount	17,445,000.00
True Interest Cost	3.350814%
Net Interest Cost	3.583789%
Average Coupon	4.820757%
Average Life	7.660
Par amount of refunded bonds	18,425,000.00
Average coupon of refunded bonds	5.469337%
Average life of refunded bonds	7.773
PV of prior debt to 09/18/2013 @ 3.832114%	20,841,482.26
Net PV Savings	2,323,023.49
Percentage savings of refunded bonds	12.607997%
Percentage savings of refunding bonds	13.316271%

SUMMARY OF BONDS REFUNDED

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Seaport Revenue Refunding Bonds, Series 1995, 1995REV:					
Term Bond 2015, TERM2015	10/01/2014	5.750%	5,850,000.00	10/23/2013	100.000
	10/01/2015	5.750%	6,185,000.00	10/23/2013	100.000
			12,035,000.00		
Seaport Revenue Bonds, Series 1996, 1996REV:					
Term Bond 2016, TERM2016	10/01/2014	5.450%	1,010,000.00	10/23/2013	100.000
	10/01/2015	5.450%	1,065,000.00	10/23/2013	100.000
	10/01/2016	5.450%	1,125,000.00	10/23/2013	100.000
Term Bond 2021, TERM2021	10/01/2017	5.400%	1,185,000.00	10/23/2013	100.000
	10/01/2018	5.400%	1,250,000.00	10/23/2013	100.000
	10/01/2019	5.400%	1,320,000.00	10/23/2013	100.000
	10/01/2020	5.400%	1,390,000.00	10/23/2013	100.000
Term Bond 2026, TERM2026	10/01/2021	5.400%	1,465,000.00	10/23/2013	100.000
	10/01/2022	5.500%	1,545,000.00	10/23/2013	100.000
	10/01/2023	5.500%	1,630,000.00	10/23/2013	100.000
	10/01/2024	5.500%	1,720,000.00	10/23/2013	100.000
	10/01/2025	5.500%	1,810,000.00	10/23/2013	100.000
	10/01/2026	5.500%	1,910,000.00	10/23/2013	100.000
			18,425,000.00		
			30,460,000.00		

SAVINGS

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***
 Rates as of Close of Business June 3, 2013

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 09/18/2013 @ 3.8321136%
10/01/2013	848,588.75		848,588.75	848,588.75	847,426.36
04/01/2014	848,588.75	616,259.73	232,329.02		227,648.90
10/01/2014	7,708,588.75	7,589,750.00	118,838.75	351,167.77	114,255.61
04/01/2015	652,878.75	469,525.00	183,353.75		172,968.36
10/01/2015	7,902,878.75	7,729,525.00	173,353.75	356,707.50	160,460.26
04/01/2016	446,038.75	360,625.00	85,413.75		77,574.58
10/01/2016	1,571,038.75	1,475,625.00	95,413.75	180,827.50	85,027.61
04/01/2017	415,382.50	343,900.00	71,482.50		62,503.76
10/01/2017	1,600,382.50	1,493,900.00	106,482.50	177,965.00	91,357.04
04/01/2018	383,387.50	320,900.00	62,487.50		52,603.46
10/01/2018	1,633,387.50	1,515,900.00	117,487.50	179,975.00	97,044.35
04/01/2019	349,637.50	297,000.00	52,637.50		42,661.02
10/01/2019	1,669,637.50	1,542,000.00	127,637.50	180,275.00	101,501.31
04/01/2020	313,997.50	265,875.00	48,122.50		37,549.05
10/01/2020	1,703,997.50	1,570,875.00	133,122.50	181,245.00	101,920.04
04/01/2021	276,467.50	233,250.00	43,217.50		32,465.73
10/01/2021	1,741,467.50	1,603,250.00	138,217.50	181,435.00	101,879.30
04/01/2022	236,912.50	199,000.00	37,912.50		27,419.70
10/01/2022	1,781,912.50	1,639,000.00	142,912.50	180,825.00	101,416.33
04/01/2023	194,425.00	163,000.00	31,425.00		21,881.16
10/01/2023	1,824,425.00	1,678,000.00	146,425.00	177,850.00	100,038.62
04/01/2024	149,600.00	125,125.00	24,475.00		16,407.13
10/01/2024	1,869,600.00	1,715,125.00	154,475.00	178,950.00	101,607.42
04/01/2025	102,300.00	85,375.00	16,925.00		10,923.29
10/01/2025	1,912,300.00	1,750,375.00	161,925.00	178,850.00	102,540.61
04/01/2026	52,525.00	43,750.00	8,775.00		5,452.39
10/01/2026	1,962,525.00	1,793,750.00	168,775.00	177,550.00	102,897.52
	40,152,871.25	36,620,659.73	3,532,211.52	3,532,211.52	2,997,430.91

Savings Summary

PV of savings from cash flow	2,997,430.91
Plus: Refunding funds on hand	8,722.29
Net PV Savings	3,006,153.20

FORM 8038 STATISTICS

Miami-Dade County Seaport Department
 Revenue and Revenue Refunding Bonds, Series 2013
 *** Preliminary ***

Rates as of Close of Business June 3, 2013

Dated Date 09/18/2013
 Delivery Date 09/18/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2013A Bonds:						
	10/01/2016	3,180,000.00	3.000%	105.350	3,350,130.00	3,180,000.00
	10/01/2017	3,275,000.00	4.000%	109.878	3,598,504.50	3,275,000.00
	10/01/2018	3,405,000.00	4.000%	110.800	3,772,740.00	3,405,000.00
	10/01/2019	3,540,000.00	5.000%	116.421	4,121,303.40	3,540,000.00
	10/01/2020	3,720,000.00	5.000%	116.880	4,347,936.00	3,720,000.00
	10/01/2021	3,905,000.00	5.000%	116.593	4,552,956.65	3,905,000.00
	10/01/2022	4,100,000.00	5.000%	116.587	4,780,067.00	4,100,000.00
	10/01/2023	4,305,000.00	5.000%	116.937	5,034,137.85	4,305,000.00
	10/01/2024	4,520,000.00	5.000%	115.718	5,230,453.60	4,520,000.00
	10/01/2025	4,750,000.00	5.000%	114.606	5,443,785.00	4,750,000.00
	10/01/2026	4,985,000.00	5.000%	113.598	5,662,860.30	4,985,000.00
	10/01/2027	7,070,000.00	5.000%	112.781	7,973,616.70	7,070,000.00
	10/01/2028	7,425,000.00	5.000%	112.151	8,327,211.75	7,425,000.00
	10/01/2029	7,795,000.00	5.000%	111.525	8,693,373.75	7,795,000.00
	10/01/2030	8,185,000.00	5.000%	110.991	9,084,613.35	8,185,000.00
	10/01/2031	8,595,000.00	5.000%	110.461	9,494,122.95	8,595,000.00
	10/01/2032	9,025,000.00	5.000%	109.934	9,921,543.50	9,025,000.00
	10/01/2033	9,475,000.00	5.000%	109.496	10,374,746.00	9,475,000.00
	10/01/2034	9,950,000.00	5.000%	109.061	10,851,569.50	9,950,000.00
	10/01/2035	10,445,000.00	5.000%	108.628	11,346,194.60	10,445,000.00
	10/01/2036	10,970,000.00	5.000%	108.198	11,869,320.60	10,970,000.00
	10/01/2037	11,520,000.00	5.000%	107.854	12,424,780.80	11,520,000.00
	10/01/2038	12,095,000.00	5.000%	107.512	13,003,576.40	12,095,000.00
	10/01/2039	12,700,000.00	5.000%	107.172	13,610,844.00	12,700,000.00
	10/01/2040	13,335,000.00	5.000%	107.002	14,268,716.70	13,335,000.00
	10/01/2041	14,000,000.00	5.000%	106.833	14,956,620.00	14,000,000.00
	10/01/2042	14,700,000.00	5.000%	106.663	15,679,461.00	14,700,000.00
Series 2013B Bonds:						
	10/01/2016	2,160,000.00	3.000%	104.739	2,262,362.40	2,160,000.00
	10/01/2017	2,225,000.00	4.000%	108.852	2,421,957.00	2,225,000.00
	10/01/2018	2,310,000.00	4.000%	109.284	2,524,460.40	2,310,000.00
	10/01/2019	2,405,000.00	5.000%	113.985	2,741,339.25	2,405,000.00
	10/01/2020	2,525,000.00	5.000%	114.097	2,880,949.25	2,525,000.00
	10/01/2021	2,650,000.00	5.000%	113.498	3,007,697.00	2,650,000.00
	10/01/2022	2,785,000.00	5.000%	112.771	3,140,672.35	2,785,000.00
	10/01/2023	2,925,000.00	5.000%	112.781	3,298,844.25	2,925,000.00
	10/01/2024	3,070,000.00	5.000%	111.169	3,412,888.30	3,070,000.00
	10/01/2025	3,220,000.00	5.000%	110.109	3,545,509.80	3,220,000.00
	10/01/2026	3,385,000.00	5.000%	109.148	3,694,659.80	3,385,000.00
	10/01/2027	3,550,000.00	5.000%	108.370	3,847,135.00	3,550,000.00
	10/01/2028	3,730,000.00	5.000%	107.769	4,019,783.70	3,730,000.00
	10/01/2029	3,915,000.00	5.000%	107.172	4,195,783.80	3,915,000.00
	10/01/2030	4,110,000.00	5.000%	106.663	4,383,849.30	4,110,000.00
	10/01/2031	4,315,000.00	5.000%	106.158	4,580,717.70	4,315,000.00
	10/01/2032	4,535,000.00	5.000%	105.655	4,791,454.25	4,535,000.00
	10/01/2033	4,760,000.00	5.000%	105.238	5,009,328.80	4,760,000.00
	10/01/2034	5,000,000.00	5.000%	104.824	5,241,200.00	5,000,000.00

FORM 8038 STATISTICS

Miami-Dade County Seaport Department
Revenue and Revenue Refunding Bonds, Series 2013

*** Preliminary ***

Rates as of Close of Business June 3, 2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Series 2013B Bonds:						
	10/01/2035	5,250,000.00	5.000%	104.411	5,481,577.50	5,250,000.00
	10/01/2036	5,510,000.00	5.000%	104.000	5,730,400.00	5,510,000.00
	10/01/2037	5,785,000.00	5.000%	103.673	5,997,483.05	5,785,000.00
	10/01/2038	6,075,000.00	5.000%	103.347	6,278,330.25	6,075,000.00
	10/01/2039	6,380,000.00	5.000%	103.022	6,572,803.60	6,380,000.00
	10/01/2040	6,700,000.00	5.000%	102.860	6,891,620.00	6,700,000.00
	10/01/2041	7,035,000.00	5.000%	102.698	7,224,804.30	7,035,000.00
	10/01/2042	7,385,000.00	5.000%	102.537	7,572,357.45	7,385,000.00
Series 2013C Bonds:						
	10/01/2014	5,990,000.00	3.000%	102.370	6,131,963.00	5,990,000.00
	10/01/2015	6,180,000.00	3.000%	104.227	6,441,228.60	6,180,000.00
Series 2013D Bonds:						
	10/01/2014	1,025,000.00	3.000%	102.265	1,048,216.25	1,025,000.00
	10/01/2015	1,080,000.00	3.000%	103.917	1,122,303.60	1,080,000.00
	10/01/2016	1,115,000.00	3.000%	104.739	1,167,839.85	1,115,000.00
	10/01/2017	1,150,000.00	4.000%	108.852	1,251,798.00	1,150,000.00
	10/01/2018	1,195,000.00	4.000%	109.284	1,305,943.80	1,195,000.00
	10/01/2019	1,245,000.00	5.000%	113.985	1,419,113.25	1,245,000.00
	10/01/2020	1,305,000.00	5.000%	114.097	1,488,965.85	1,305,000.00
	10/01/2021	1,370,000.00	5.000%	113.498	1,554,922.60	1,370,000.00
	10/01/2022	1,440,000.00	5.000%	112.771	1,623,902.40	1,440,000.00
	10/01/2023	1,515,000.00	5.000%	112.781	1,708,632.15	1,515,000.00
	10/01/2024	1,590,000.00	5.000%	111.169	1,767,587.10	1,590,000.00
	10/01/2025	1,665,000.00	5.000%	110.109	1,833,314.85	1,665,000.00
	10/01/2026	1,750,000.00	5.000%	109.148	1,910,090.00	1,750,000.00
		354,280,000.00			384,300,975.70	354,280,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2042	5.000%	23,251,818.45	22,085,000.00		
Entire Issue			384,300,975.70	354,280,000.00	18.0576	3.8321%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	4,251,360.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	23,195,000.00
Proceeds used to currently refund prior issues	31,411,719.01
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	5.3100
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

Miami-Dade County Seaport Department
Revenue and Revenue Refunding Bonds, Series 2013

*** Preliminary ***

Rates as of Close of Business June 3, 2013

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Seaport Revenue Refunding Bonds, Series 1995:					
TERM2015	10/01/2014	5,850,000.00	5.750%	97.109	5,680,876.50
TERM2015	10/01/2015	6,185,000.00	5.750%	97.109	6,006,191.65
		12,035,000.00			11,687,068.15
Seaport Revenue Bonds, Series 1996:					
TERM2016	10/01/2014	1,010,000.00	5.450%	98.208	991,900.80
TERM2016	10/01/2015	1,065,000.00	5.450%	98.208	1,045,915.20
TERM2016	10/01/2016	1,125,000.00	5.450%	98.208	1,104,840.00
TERM2021	10/01/2017	1,185,000.00	5.400%	96.675	1,145,598.75
TERM2021	10/01/2018	1,250,000.00	5.400%	96.675	1,208,437.50
TERM2021	10/01/2019	1,320,000.00	5.400%	96.675	1,276,110.00
TERM2021	10/01/2020	1,390,000.00	5.400%	96.675	1,343,782.50
TERM2021	10/01/2021	1,465,000.00	5.400%	96.675	1,416,288.75
TERM2026	10/01/2022	1,545,000.00	5.500%	97.138	1,500,782.10
TERM2026	10/01/2023	1,630,000.00	5.500%	97.138	1,583,349.40
TERM2026	10/01/2024	1,720,000.00	5.500%	97.138	1,670,773.60
TERM2026	10/01/2025	1,810,000.00	5.500%	97.138	1,758,197.80
TERM2026	10/01/2026	1,910,000.00	5.500%	97.138	1,855,335.80
		18,425,000.00			17,901,312.20
		30,460,000.00			29,588,380.35

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Seaport Revenue Refunding Bonds, Series 1995	10/23/2013	09/29/1995	1.5500
Seaport Revenue Bonds, Series 1996	10/23/2013	11/27/1996	7.7648
All Refunded Issues	10/23/2013		5.3100



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(C)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(C)
7-16-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$360,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 207 OF MASTER ORDINANCE, TO PAY COSTS OF CERTAIN ADDITIONAL IMPROVEMENTS AND CAPITAL EXPENDITURES; AUTHORIZING ISSUANCE OF NOT TO EXCEED \$35,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF MIAMI-DADE COUNTY, FLORIDA SEAPORT REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 208 OF MASTER ORDINANCE, TO REFUND ALL OR A PORTION OF OUTSTANDING SERIES 1995 BONDS AND SERIES 1996 BONDS, WITH ESTIMATED NET PRESENT VALUE SAVINGS OF 9.87%, ESTIMATED COSTS OF ISSUANCE OF \$352,620.00 AND ESTIMATED FINAL MATURITY OF OCTOBER 1, 2026; APPROVING ISSUANCE OF BONDS AFTER PUBLIC HEARING AS REQUIRED BY SECTION 147(f) OF INTERNAL REVENUE CODE OF 1986, AS AMENDED; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING MAYOR OR MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS, THEIR NEGOTIATED SALE AND REFUNDING OF REFUNDED BONDS; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; PROVIDING CERTAIN COVENANTS; AUTHORIZING COUNTY OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH ISSUANCE, SALE, EXECUTION AND DELIVERY OF BONDS AND REFUNDING OF REFUNDED BONDS; AND PROVIDING SEVERABILITY

WHEREAS, Miami-Dade County, Florida (the "County"), pursuant to Ordinance No. 88-66 enacted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on July 5, 1988 (the "Master Ordinance"), has previously issued (i) \$44,950,000.00

aggregate principal amount of Dade County, Florida Seaport Revenue Refunding Bonds, Series 1995, of which \$17,565,000.00 are currently outstanding (the "Series 1995 Bonds"), (ii) \$29,270,000.00 aggregate principal amount of Dade County, Florida Seaport Revenue Bonds, Series 1996, of which \$19,385,000.00 are currently outstanding (the "Series 1996 Bonds"), and (iii) \$111,375,000.00 aggregate principal amount of Miami-Dade County, Florida Seaport General Obligation Refunding Bonds, Series 2011C, of which \$100,575,000.00 are currently outstanding (collectively with the Series 1995 Bonds and the Series 1996 Bonds, the "Outstanding Bonds"); and

WHEREAS, Sections 207 and 208 of the Master Ordinance authorize the County to issue Additional Bonds and Refunding Bonds, respectively, payable from Net Revenues of the Seaport Department on a parity with the Outstanding Bonds; and

WHEREAS, the Board has enacted on this day an ordinance (the "Supplemental Ordinance" and together with the Master Ordinance and this resolution (the "Series 2013 Resolution"), the "Bond Ordinance") authorizing the issuance of not to exceed \$885,000,000.00 aggregate principal amount of Miami-Dade County, Florida Seaport Revenue Bonds, in multiple Series (the "New Money Bonds"), as Additional Bonds under the provisions of Section 207 of the Master Ordinance, for the purpose of paying the Costs of the Seaport Projects (as such term is defined in the Supplemental Ordinance), funding the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance (whether with proceeds of the New Money Bonds or by deposit of one or more Reserve Account Insurance Policies and/or Reserve Account Letters of Credit), and paying the costs of issuance of the New Money Bonds, including the premiums on or fees for any Credit

Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit, if there is an economic benefit in accordance with the applicable Series Resolutions; and

WHEREAS, the Board has determined at this time that it is in the best interests of the County and its citizens to provide for the issuance of (i) Additional Bonds under the provisions of Section 207 of the Master Ordinance, for the purpose of financing the Additional Improvements and the Capital Expenditures described in Exhibit A to this Series 2013 Resolution (the "Series 2013 Project"), which constitute a portion of the Seaport Projects, and (ii) Refunding Bonds under the provisions of Section 208 of the Master Ordinance, for the purpose of refunding, together with any other available moneys, all or a portion of the Outstanding Series 1995 Bonds and the Series 1996 Bonds (the Outstanding Series 1995 Bonds and Series 1996 Bonds so refunded being referred to as "Refunded Bonds"); and

WHEREAS, the Board desires to authorize the issuance of not to exceed \$360,000,000.00 aggregate principal amount of Miami-Dade County, Florida Seaport Revenue Bonds, in one or more Series, which constitute a portion of the New Money Bonds (the "Series 2013 New Money Bonds"), as Additional Bonds under the provisions of Section 207 of the Master Ordinance, for the purpose of paying the Costs of the Series 2013 Project, including funding capitalized interest, if advisable, funding the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance (whether with proceeds of the Series 2013 New Money Bonds or by deposit of one or more Reserve Account Insurance Policies and/or Reserve Account Letters of Credit), and paying the costs of issuance of the Series 2013 New Money Bonds, including the premiums on or fees for any Credit Facilities, Reserve Account

Insurance Policies and/or Reserve Account Letters of Credit, if there is an economic benefit in accordance with Section 12 of this Series 2013 Resolution; and

WHEREAS, the Board desires to authorize the issuance of not to exceed \$35,000,000.00 aggregate principal amount of Miami-Dade County, Florida Seaport Revenue Refunding Bonds, in one or more Series (the "Series 2013 Refunding Bonds" and, together with the Series 2013 New Money Bonds, the "Series 2013 Bonds"), as Refunding Bonds under the provisions of Section 208 of the Master Ordinance, for the purpose of refunding, together with any other available moneys, the Refunded Bonds, funding the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance (whether with proceeds of the Series 2013 Refunding Bonds or by deposit of one or more Reserve Account Insurance Policies and/or Reserve Account Letters of Credit), and paying the costs of issuance of the Series 2013 Refunding Bonds, estimated to be \$352,620.00, which costs shall be increased by the premiums on or fees for any Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit, if there is an economic benefit in accordance with Section 12 of this Series 2013 Resolution; and

WHEREAS, this Series 2013 Resolution constitutes a Series Resolution with respect to each Series of Series 2013 Bonds for all purposes of the Master Ordinance; and

WHEREAS, the Board, on this date, conducted a public hearing with respect to the issuance of the Series 2013 Bonds in accordance with Section 147(f) of the Code, and having the benefit of the hearing, the Board desires to approve the issuance of the Series 2013 Bonds as required by Section 147(f) of the Code; and

WHEREAS, based upon the findings set forth in Section 2 of this Series 2013 Resolution, the Board deems it in the best financial interest of the County that the Series 2013 Bonds be

sold at a public offering by negotiated sale to the Underwriters named in the Bond Purchase Agreement in accordance with the Bond Purchase Agreement and to authorize the distribution, use and delivery of the Preliminary Official Statement and the Official Statement (as all such terms are hereinafter defined), all relating to the negotiated sale of the Series 2013 Bonds; and

WHEREAS, the Board deems it appropriate, subject to the limitations contained in this Series 2013 Resolution, to authorize the Mayor or Mayor's designee (the "County Mayor"), to (i) finalize the terms of the Series 2013 Bonds and the refunding of the Refunded Bonds to the extent not provided in the Master Ordinance, the Supplemental Ordinance or this Series 2013 Resolution, including whether to issue Series 2013 Refunding Bonds, the number of Series which will be issued, whether the Series 2013 Refunding Bonds will be issued as Tax-Exempt Bonds and/or Taxable Bonds (the Series 2013 New Money Bonds will be issued as Tax-Exempt Bonds) and whether the Tax-Exempt Bonds will be issued as AMT Bonds and/or Non-AMT Bonds; (ii) finalize the terms of the negotiated sale of the Series 2013 Bonds; (iii) determine whether it is advisable to fund capitalized interest on the Series 2013 New Money Bonds; (iv) secure one or more Credit Facilities, one or more Reserve Account Insurance Policies and/or one or more Reserve Account Letters of Credit, if there is an economic benefit in accordance with Section 12 of this Series 2013 Resolution; and (v) select and appoint a Bond Registrar, a Paying Agent, an escrow agent (the "2013 Escrow Agent") and a verification agent (the "Verification Agent"); and

WHEREAS, the Board desires to provide for a book-entry-only system (the "Book-Entry-Only System") with respect to the Series 2013 Bonds, and to approve, ratify and confirm the Blanket Issuer Letter of Representations previously executed and delivered by the County to

The Depository Trust Company, New York, New York (“DTC”) relating to such Book-Entry-Only System; and

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum (the “County Mayor’s Memorandum”), a copy of which is incorporated in this Series 2013 Resolution by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

SECTION 1. Recitals, Definitions, Authority and Construction.

(a) Recitals. The recitals contained in the foregoing “WHEREAS” clauses are incorporated as part of this Series 2013 Resolution.

(b) Definitions. Capitalized terms used in this Series 2013 Resolution which are not defined shall have the meanings assigned to such terms in the Master Ordinance or in the Supplemental Ordinance, unless otherwise expressly provided or the context otherwise clearly requires. In addition, unless the context otherwise clearly requires, the following capitalized terms shall have the following meanings:

“AMT Bonds” means Tax-Exempt Bonds the interest on which is an item of tax preference for purposes of the alternative minimum tax under the Code.

“Non-AMT Bonds” means Tax-Exempt Bonds the interest on which is not an item of tax preference for purposes of the alternative minimum tax under the Code.

“Omnibus Certificate” means a certificate of the County executed by the County Mayor setting forth, among other things, the information and designations required by Section 3 of this Series 2013 Resolution.

“Taxable Bonds” means Series 2013 Bonds the interest on which is intended on the date of issuance of the Series 2013 Bonds to be included in gross income of the Bondholders thereof for federal income tax purposes.

“Tax-Exempt Bonds” means Series 2013 Bonds the interest on which is intended on the date of issuance of the Series 2013 Bonds to be excluded from gross income of the Bondholders thereof for federal income tax purposes.

“Underwriters” mean the underwriters identified in and party to the Bond Purchase Agreement.

“2013 Escrow Deposit Agreement” means one or more Escrow Deposit Agreements between the County and the 2013 Escrow Agent as authorized pursuant to Section 15 of this Series 2013 Resolution.

To the extent that the Series 2013 Bonds are issued in a calendar year other than calendar year 2013, all references to “2013” contained in any defined term in the Supplemental Ordinance or in this Series 2013 Resolution shall, without further action of the Board, be replaced with the calendar year in which the Series 2013 Bonds are issued.

(c) Authority. This Series 2013 Resolution is adopted pursuant to the Act.

(d) Rules of Construction. Any reference to any Article, Section or provision of the Constitution or laws of the State, or of federal laws, or rules or regulations, shall include such provisions as amended, modified, revised, supplemented or superseded from time to time; provided that no such change shall be deemed applicable to any particular Series 2013 Bonds in any way that would constitute an unlawful impairment of the rights of the County or any Bondholder.

SECTION 2. Findings. The Board finds, determines and declares as follows:

(a) The County is authorized under the Act and the Bond Ordinance to issue the Series 2013 Bonds to provide funds to pay Costs of the Series 2013 Project and to refund the Refunded Bonds.

(b) A public hearing was held by the Board on the date of this Series 2013 Resolution, concerning the issuance of the Series 2013 Bonds by the County. The time and location of the public hearing was published in *The Miami Herald*, a newspaper of general circulation in Miami-Dade County, Florida, as evidenced by the affidavit of publication on file with the Clerk's office as Exhibit B to this Series 2013 Resolution. At the hearing, comments and discussion were requested concerning the issuance of the Series 2013 Bonds. A reasonable opportunity to be heard was afforded to all persons present at the hearing. By adoption of this Series 2013 Resolution, the Board approves, within the meaning of Section 147(f) of the Code, the issuance of the Series 2013 Bonds.

(c) In accordance with Section 218.385, Florida Statutes, as amended, and based upon the advice of Public Resource Advisory Group, which is serving as financial advisor to the County in connection with the issuance of the Series 2013 Bonds (the "Financial Advisor"), the negotiated sale of the Series 2013 Bonds is in the best interest of the County because of (i) the lack of familiarity with the Seaport Department credit in the market, (ii) the need for a retail order period to generate retail orders, (iii) the need for significant premarketing activity, and (iv) the need for flexibility to enter the market at a time and adjust the structure in a manner most advantageous to the County.

(d) The sale and issuance of the Series 2013 Bonds and the use of the proceeds of the Series 2013 Bonds, as provided in this Series 2013 Resolution, serve a valid public and County purpose.

(e) The Board has determined that it is in the best interest of the County to appoint the Underwriters from the County's pool of underwriters and sell the Series 2013 Bonds to them through a negotiated sale but only upon the terms and conditions set forth in this Series 2013 Resolution and as may be determined by the County Mayor, after consultation with the Financial Advisor, in accordance with the terms of this Series 2013 Resolution and set forth in the Bond Purchase Agreement and the Omnibus Certificate.

(f) The Series 2013 Refunding Bonds shall only be issued if the final maturity of the Series 2013 Refunding Bonds is not later than the final maturity on the Refunded Bonds and there is a net present value savings of five percent (5%) or more resulting from the refunding of the Refunded Bonds.

(g) The authority granted to the County Mayor in this Series 2013 Resolution is necessary for the proper and efficient implementation of the financing program contemplated by this Series 2013 Resolution, and such authorization is in the best interests of the County.

SECTION 3. Authorization and Form of Series 2013 Bonds; Terms and Provisions of Series 2013 Bonds; Refunding of Refunded Bonds.

(a) Authorization and Form. The Series 2013 New Money Bonds, to be designated as "Miami-Dade County, Florida Seaport Revenue Bonds," are authorized to be issued in one or more Series, with such Series designations (including their year of issuance) as shall be set forth in the Omnibus Certificate, pursuant to Section 207 of the Master Ordinance, the Supplemental Ordinance and this Series 2013 Resolution. The aggregate principal amount of the Series 2013

New Money Bonds shall not exceed \$360,000,000.00. The Series 2013 Bonds shall be issued as fixed rate bonds to pay Costs of the Series 2013 Project, including to fund capitalized interest, if advisable, fund the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance (whether with proceeds of the Series 2013 New Money Bonds or by the deposit of one or more Reserve Account Insurance Policies and/or Reserve Account Letters of Credit), and pay the costs of issuance of the Series 2013 New Money Bonds, including the premiums on or fees for any Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit. Prior to the delivery of the Series 2013 New Money Bonds, there shall be filed with the County Clerk the documents, certificates and opinion required under Section 207 of the Master Ordinance.

The Series 2013 Refunding Bonds, to be designated as "Miami-Dade County, Florida Seaport Revenue Refunding Bonds," are authorized to be issued in one or more Series, with such Series designations (including their year of issuance) as shall be set forth in the Omnibus Certificate, pursuant to Section 208 of the Master Ordinance and this Series 2013 Resolution. The aggregate principal amount of the Series 2013 Refunding Bonds shall not exceed \$35,000,000.00. The Series 2013 Refunding Bonds shall be issued as fixed rate bonds to refund, together with any other available moneys, the Refunded Bonds, fund the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance (whether with proceeds of the Series 2013 Refunding Bonds or by the deposit of one or more Reserve Account Insurance Policies and/or Reserve Account Letters of Credit), if necessary, and pay the costs of issuance of the Series 2013 Refunding Bonds, including the premiums on or fees for any Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit. Prior to the delivery of the Series 2013 Refunding Bonds, there

shall be filed with the County Clerk the documents, certificates and opinion required under Section 208 of the Master Ordinance.

Each of the Series 2013 Bonds shall be in substantially the form attached as Exhibit A to the Master Ordinance, which form of Series 2013 Bond is approved, with such variations, omissions and insertions and such filling in of blanks as may be necessary, and approved by the County Mayor, after consultation with the County Attorney and Squire Sanders (US) LLP and D. Seaton and Associates (collectively, "Bond Counsel"), and which are not inconsistent with the provisions of the Bond Ordinance.

(b) Terms and Provisions of the Series 2013 Bonds. The County Mayor is authorized, after consultation with the Financial Advisor, the County Attorney and Bond Counsel, to approve the terms of the Series 2013 Bonds not set forth in this Series 2013 Resolution, such approval to be evidenced by the terms and provisions set forth in the Omnibus Certificate, including, without limitation, whether to issue Series 2013 Refunding Bonds, the aggregate principal amount of the Series 2013 New Money Bonds and, if being issued, the Series 2013 Refunding Bonds, whether the Series 2013 Refunding Bonds will be issued as Tax-Exempt Bonds and/or Taxable Bonds (the Series 2013 New Money Bonds will be issued as Tax-Exempt Bonds), whether the Tax-Exempt Bonds will be issued as AMT Bonds and/or Non-AMT Bonds, the number of Series of Series 2013 Bonds to be issued and the Series designations, the dated date of the Series 2013 Bonds, the interest rates of the Series 2013 Bonds, the purchase price for the Series 2013 Bonds, the maturity dates of the Series 2013 Bonds, the optional and mandatory redemption terms of the Series 2013 Bonds, if any, whether the Series 2013 Bonds shall be Serial Bonds and/or Term Bonds, and the maturity amounts as to Serial Bonds and Amortization Requirements as to Term Bonds; provided, however, that in no event shall: (i) the Series 2013

Refunding Bonds be issued unless the net present value savings resulting from the refunding of the Refunded Bonds is less than 5.00%; (ii) the aggregate principal amounts of the Series 2013 New Money Bonds and the Series 2013 Refunding Bonds exceed \$360,000,000.00 and \$35,000,000.00, respectively; (iii) the purchase price (excluding original issue discount and original issue premium) be less than 99.00% of the aggregate principal amount of the Series 2013 Bonds (the "Minimum Purchase Price"); (iv) the true interest cost rate (the "TIC") on the Series 2013 New Money Bonds exceed 5.25% (the "Maximum TIC"); (v) the final maturity of the Series 2013 New Money Bonds be later than forty years from the dated date of the Series 2013 New Money Bonds; and (vi) the final maturity of the Series 2013 Refunding Bonds be later than the final maturity of the Refunded Bonds.

The Series 2013 Bonds shall be issuable only in fully registered form in denominations of \$5,000.00 or any integral multiple of \$5,000.00. Interest on Series 2013 Bonds shall be payable semiannually on April 1 and October 1 of each year, commencing on the date determined by the County Mayor and set forth in the Omnibus Certificate.

Each Series of the Series 2013 Bonds shall be initially numbered consecutively from R-1 and upwards.

(c) Refunding of Refunded Bonds. The County Mayor, after consultation with the Financial Advisor, is authorized to determine (i) whether any Outstanding Series 1995 Bonds and/or Series 1996 Bonds will be refunded, (ii) the Outstanding Series 1995 Bonds and Series 1996 Bonds that will constitute the Refunded Bonds, (iii) the date(s) of redemption of any Refunded Bonds to be redeemed prior to maturity, all as shall be set forth in 2013 Escrow Deposit Agreement. The execution and delivery of the 2013 Escrow Deposit Agreement shall be conclusive evidence of the approval by the Board of such determinations.

SECTION 4. Execution and Authentication of Series 2013 Bonds. The Series 2013 Bonds shall be executed and authenticated as provided in the Master Ordinance.

SECTION 5. Special Obligations of County. The principal of, premium, if any, and interest on the Series 2013 Bonds shall be payable solely from the Net Revenues of the Seaport Department pledged to the payment thereof under the Master Ordinance, as more specifically provided in the Master Ordinance, and nothing in the Series 2013 Bonds or the Bond Ordinance shall be construed as obligating the County to pay the principal of, premium, if any, and interest on the Series 2013 Bonds except from such Net Revenues or as pledging the full faith and credit of the County or as obligating the County, directly or indirectly or contingently, to levy or to pledge any form of taxation whatever therefor.

SECTION 6. Payment of Series 2013 Bonds. Payment of principal of, premium, if any, and interest on the Series 2013 Bonds shall be made in accordance with the provisions of the Master Ordinance; provided, however, that (i) so long as the ownership of such Series 2013 Bonds are maintained in a Book-Entry-Only System by a securities depository, such payment shall be made by automatic funds transfer ("wire") to such securities depository or its nominee and (ii) if such Series 2013 Bonds are not maintained in a Book-Entry-Only System by a securities depository, upon written request of the Bondholder of \$1,000,000.00 or more in principal amount of Series 2013 Bonds delivered to the Paying Agent at least 15 days prior to an Interest Payment Date, interest may be paid when due by wire if such Bondholder advances to the Paying Agent the amount necessary to pay the wire charges or authorizes the Paying Agent to deduct the amount of such payment. If and to the extent, however, that the County fails to make payment or provision for payment on any Interest Payment Date of interest on any Series 2013 Bond, that interest shall cease to be payable to the person who was the Bondholder of that Series

2013 Bond as of the applicable Record Date. In that event, when moneys become available for payment of the delinquent interest, the Paying Agent shall establish a special interest payment date (the "Special Interest Payment Date") for the payment of that interest, and a special record date (the "Special Record Date"), which Special Record Date shall be not more than 15 nor fewer than 10 days prior to the Special Interest Payment Date; and the Paying Agent shall cause notice of the Special Interest Payment Date and of the Special Record Date to be mailed not fewer than 10 days preceding the Special Record Date to each person who was a Bondholder of such Series 2013 Bond at the close of business on the 15th day preceding said mailing to such person's address as it appears on the registration books kept by the Bond Register on that 15th day preceding the mailing of such notice and, thereafter, the interest shall be payable to the person who was the Bondholder of such Series 2013 Bond (or one or more predecessor Series 2013 Bonds) as of the close of business on the Special Record Date.

SECTION 7. Conditional Notice of Redemption. If the Series 2013 Bonds or any portion thereof are to be optionally redeemed pursuant to the terms authorized in this Series 2013 Resolution, the County may provide a conditional notice of redemption of such Series 2013 Bonds in accordance with the terms set forth below, and the County Mayor is authorized, in his discretion, to add to the form of Series 2013 Bonds a provision reflecting this right:

Conditional Notice of Redemption. In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall

be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the County delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any Series 2013 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such moneys available shall constitute an Event of Default. The County shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Series 2013 Bonds called for redemption and not so paid remain Outstanding.

SECTION 8. System of Certificated and Uncertificated Registration. There is established a system of registration with respect to the Series 2013 Bonds as permitted by Chapter 279, Florida Statutes, as amended, pursuant to which both certificated and uncertificated registered Series 2013 Bonds may be issued. The system shall be as described in the Official Statement. The Series 2013 Bonds shall be initially issued as book-entry-only bonds through the Book-Entry-Only System maintained by DTC which will act as securities depository for the Series 2013 Bonds. The Board reserves the right to amend, discontinue or reinstitute the Book-Entry-Only System from time to time, subject to the rights of Bondholders contained in the Bond Ordinance.

Neither the County, the Bond Registrar nor the Paying Agent shall be liable for the failure of the securities depository of the Series 2013 Bonds to perform its obligations as described

in the Official Statement, nor for the failure of any participant in the Book-Entry-Only System maintained by the securities depository to perform any obligation such participant may have to a beneficial owner of any Series 2013 Bonds.

The Board approves, ratifies and confirms the Blanket Issuer Letter of Representations previously executed and delivered by the County to DTC. The County Mayor is authorized to execute any additional documentation required by DTC, as securities depository of the Series 2013 Bonds, in connection with the issuance of the Series 2013 Bonds through DTC's Book-Entry-Only System.

SECTION 9. Appointment of Paying Agent, Bond Registrar, 2013 Escrow Agent and Verification Agent. The County Mayor is authorized to appoint a Paying Agent, a Bond Registrar, a 2013 Escrow Agent and a Verification Agent after a competitive process and consultation with the Financial Advisor and, after consultation with the County Attorney and Bond Counsel, to execute any necessary agreements with the Paying Agent, the Bond Registrar and the 2013 Escrow Agent.

SECTION 10. Approval of Bond Purchase Agreement and Authorization to Award the Sale of the Series 2013 Bonds. The Board approves the Bond Purchase Agreement in substantially the form on file with the Clerk's office as Exhibit C to this Series 2013 Resolution, with such additions, deletions and completions as may be necessary and approved by the County Mayor in accordance with the terms of this Series 2013 Resolution after consultation with the Financial Advisor, Bond Counsel and the County Attorney. Upon compliance by the Underwriters with the requirements of Section 218.385, Florida Statutes, as amended, the County Mayor, after consultation with the Financial Advisor, is authorized and directed to award the sale of the Series 2013 Bonds to the Underwriters upon the terms described in Section 3(b) of this

Series 2013 Resolution and to finalize the terms of, and to execute the Bond Purchase Agreement between the County and the Underwriters and to deliver the Bond Purchase Agreement. The execution and delivery of the Bond Purchase Agreement by the County Mayor shall be conclusive evidence of the Board's approval of any such additions, deletions and completions and acceptance of the Underwriters' proposal to purchase the Series 2013 Bonds. The Board approves the negotiated sale of the Series 2013 Bonds to the Underwriters upon the final terms and conditions in this Series 2013 Resolution and as set forth in the Omnibus Certificate and the Bond Purchase Agreement.

SECTION 11. Approval of the Preliminary Official Statement and Final Official Statement. The use and distribution of the Preliminary Official Statement (the "Preliminary Official Statement") in connection with the offering and sale of the Series 2013 Bonds in substantially the form attached as Exhibit D to this Series 2013 Resolution is approved, with such variations, omissions and insertions and such filling in of blanks as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County Attorney, Bond Counsel and Hunton & Williams LLP and Law Offices of Thomas H. Williams, Jr., P.L. (collectively, "Disclosure Counsel"). The County Mayor is authorized to deem the Preliminary Official Statement "final" for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The County Mayor is authorized and directed to deliver the final Official Statement (the "Official Statement") in connection with the offering and sale of the Series 2013 Bonds. The Official Statement shall be in substantially the form of the Preliminary Official Statement, with such variations, omissions and insertions and such filling in of blanks as may be necessary and approved by the County Mayor, after consultation with the Financial Advisor, the County Attorney, Bond Counsel and Disclosure Counsel, with the delivery of the

Official Statement by the County Mayor being conclusive evidence of the Board's approval of any such variations, omissions and insertions and such filling in of blanks.

SECTION 12. Credit Facilities, Reserve Account Insurance Policies and Reserve Account Letters of Credit. If the County Mayor demonstrates, after consultation with the Financial Advisor, that there is an economic benefit to the County to obtain and pay for one or more Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit with respect to the Series 2013 Bonds, the County Mayor is authorized to secure one or more Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit with respect to the Series 2013 Bonds. The County Mayor is authorized to provide for the payment of any premiums on or fees for such Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit from the proceeds of the issuance of the Series 2013 Bonds and, after consultation with the County Attorney and Bond Counsel, to enter into, execute and deliver any agreements as may be necessary to secure such Credit Facilities, Reserve Account Insurance Policies and/or Reserve Account Letters of Credit, with the County Mayor's execution of any such agreements to be conclusive evidence of the Board's approval of such agreements. Any such agreements shall supplement and be in addition to the provisions of the Bond Ordinance.

SECTION 13. Application of Series 2013 Bond Proceeds. (a) The proceeds received from the sale of the Series 2013 New Money Bonds shall be deposited and applied as follows:

- (i) To the extent not satisfied by the deposit of one or more Reserve Account Insurance Policies and/or one or more Reserve Account Letters of Credit, proceeds of the Series 2013 New Money Bonds in an amount equal to the increase in the Reserve Account Requirement resulting from the issuance of the Series 2013 New Money Bonds

shall be deposited in the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance.

(ii) Proceeds of the Series 2013 New Money Bonds in an amount equal to any amounts outstanding, plus accrued interest, under that certain Reimbursement Agreement dated September 25, 2009 by and between the County and Wells Fargo Bank, National Association (successor to Wachovia Bank, National Association) (the "Letter of Credit Provider") shall be paid to the Letter of Credit Provider.

(iii) Proceeds of the Series 2013 New Money Bonds in an amount necessary to pay the costs of issuance of the Series 2013 New Money Bonds shall be deposited in a special account created in the Construction Fund and designated the "Miami-Dade County, Florida Seaport Revenue Bonds, Series 2013_ Cost of Issuance Account" (inserting the Series designation) (the "Series 2013_ Cost of Issuance Account" (inserting the Series designation)), to be held by the County and applied to such costs of issuance of the Series 2013 New Money Bonds; provided, however, that any premiums on or fees for Credit Facilities, Reserve Account Insurance Policies and/or a Reserve Account Letters of Credit payable by the County may be paid directly by the Underwriters from the proceeds of the Series 2013 New Money Bonds.

(iv) The balance of the proceeds of the Series 2013 New Money Bonds and any amount remaining in the Cost of Issuance Account created under (ii) above six (6) months (or such shorter period as the County Mayor shall determine) following the issuance of the Series 2013 New Money Bonds shall be deposited in a special account created in the Construction Fund with respect to the Series 2013 Project and designated the "Miami-Dade County, Florida Seaport Revenue Bonds, Series 2013_ Construction

Account” (inserting the Series designation) (the “Series 2013_ Construction Account”) (inserting the Series designation), to be held by the County and applied to the payment of the Costs of the Series 2013 Project (other than as described under (i), (ii) and (iii) above and the next succeeding sentence). If the County Mayor determines that it is advisable to fund capitalized interest on the Series 2013 New Money Bonds, proceeds of the Series 2013 New Money Bonds in such amount as shall be set forth in the Omnibus Certificate shall be deposited in a special subaccount to be created in the Series 2013_ Construction Account and designated the “Series 2013_ Capitalized Interest Subaccount” (inserting the Series designation) (the “Series 2013_ Capitalized Interest Subaccount”) (inserting the Series designation), to be held by the County and applied to the payment of capitalized interest on the Series 2013 New Money Bonds.

(b) The proceeds received from the sale of the Series 2013 Refunding Bonds shall be deposited and applied as follows:

(i) To the extent not satisfied by moneys and Reserve Account Insurance Policies on deposit therein or by the deposit of one or more Reserve Account Insurance Policies and/or one or more Reserve Account Letters of Credit, proceeds of the Series 2013 Refunding Bonds in an amount equal to the portion of the Reserve Account Requirement allocable to the Series 2013 Refunding Bonds shall be deposited in the Revenue Bonds Subaccount in the Reserve Account established under the Master Ordinance.

(ii) Proceeds of the Series 2013 Refunding Bonds and any other available moneys necessary to fund the refunding and defeasance of the Refunded Bonds shall be transferred to the 2013 Escrow Agent, which funds shall be held and applied to the

acquisition of Escrow Securities described in the 2013 Escrow Deposit Agreement and to the payment and/or redemption of the Refunded Bonds in accordance with the provisions of the 2013 Escrow Deposit Agreement, all for the purpose of providing for the refunding and defeasance of the Refunded Bonds.

(iii) The balance of the proceeds of the Series 2013 Refunding Bonds shall be deposited in a special account created by this Series 2013 Resolution for the Series 2013 Refunding Bonds and designated the "Miami-Dade County, Florida Seaport Revenue Refunding Bonds, Series 2013_ Cost of Issuance Account" (inserting the Series designation) (the "Series 2013_ Cost of Issuance Account" (inserting the Series designation)), to be held by the County and applied to the costs of issuance of the Series 2013 Refunding Bonds; provided, however, that any premiums on or fees for Credit Facilities, Reserve Account Insurance Policies and/or a Reserve Account Letters of Credit payable to the County may be paid directly by the Underwriters from the proceeds of the Series 2013 Refunding Bonds.

(c) To the extent the Series 2013 Bonds are issued in a year other than 2013, the designations of each of the Cost of Issuance Accounts and the Series 2013_ Construction Account created under (a)(iii), (a)(iv) and (b)(iii) above shall be modified accordingly as set forth in the Omnibus Certificate. In addition, if more than one Series of Series 2013 New Money Bonds and/or Series 2013 Refunding Bonds are issued, separate accounts and subaccounts shall be created and designated with respect to each Series of Series 2013 New Money Bonds and/or Series 2013 Refunding Bonds and the above deposits shall be made with respect to each Series of Series 2013 New Money Bonds and/or Series 2013 Refunding Bonds, all as set forth in the Omnibus Certificate.

SECTION 14. Tax Covenants. The County covenants to take the actions required of it for interest on the Tax-Exempt Bonds to be and to remain excluded from gross income of the Bondholders for federal income tax purposes (other than interest on any Tax-Exempt Bonds issued as AMT Bonds and held by a person who is deemed a “substantial user” of the Series 2013 Project or the projects refinanced with the proceeds of such AMT Bonds or a “related person” within the meaning of Section 147(a) of the Code), and not to take any actions that would affect that exclusion. In furtherance of the foregoing covenant, the County agrees that it will comply with the provisions of a tax compliance certificate to be prepared by Bond Counsel and executed and delivered on the date of issuance of the Tax-Exempt Bonds. The County Mayor is authorized to execute and deliver such tax compliance certificate.

Notwithstanding anything in this Series 2013 Resolution to the contrary, the requirement of the County to rebate any amounts due to the United States pursuant to Section 148 of the Code shall survive the payment or provision for payment of the principal, interest and redemption premium, if any, with respect to the Tax-Exempt Bonds or any portion of the Tax-Exempt Bonds.

SECTION 15. Approval of 2013 Escrow Deposit Agreement. The Board approves the 2013 Escrow Deposit Agreement, in substantially the form on file with the Clerk’s office as Exhibit E to this Series 2013 Resolution, with such additions, deletions and completions as may be necessary and approved by the County Mayor, in accordance with the terms of this Series 2013 Resolution, after consultation with the Financial Advisor, Bond Counsel and the County Attorney, with the execution and delivery of the 2013 Escrow Deposit Agreement being conclusive evidence of the Board’s approval of any such additions, deletions and completions to such agreement.

SECTION 16. Continuing Disclosure.

(a) The County agrees, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of the Rule to provide or cause to be provided for the benefit of the beneficial owners of the Series 2013 Bonds (the "Beneficial Owners") to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable legislation, from time to time (each such information repository, a "MSIR"), the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ending after the issuance of the Series 2013 Bonds:

(i) With respect to the Seaport Department, Revenues, Operating Expenses (Seaport Operations), Net Revenues and statistical information concerning the number of cruise line passengers and volume of cargo tonnage, amount of Bonds outstanding and debt service coverage on indebtedness secured by Net Revenues, all in a form which is generally consistent with the presentation of such information in the Official Statement; and

(ii) The Seaport Department's Comprehensive Annual Financial Report utilizing generally accepted accounting principles applicable to local governments.

The information in clauses (i) and (ii) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year. The Seaport Department's Comprehensive Annual Financial Report referred to in clause (ii) above is expected to be available separately from the information in clause (i) above and shall be provided by the County as soon as practical after acceptance of the audited financial statements from the auditors by the Seaport Department. If not available within eight (8) months from the end of the Fiscal Year, unaudited information will

be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The County agrees to provide or cause to be provided to each MSIR in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2013 Bonds:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit facility providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2013 Bonds, or other material events affecting the tax status of the Series 2013 Bonds;
- (vii) modifications to rights of holders of the Series 2013 Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Series 2013 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(xiii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

(c) The County agrees to provide or cause to be provided, in a timely manner, to each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

(d) The obligations of the County under this Section 16 shall remain in effect only so long as the Series 2013 Bonds are Outstanding. The County reserves the right to terminate its obligations to provide the Annual Information and notices of the occurrence of the events specified in subsection (b) above if and when the County no longer remains an “obligated person” with respect to the Series 2013 Bonds within the meaning of the Rule.

(e) The County agrees that its undertaking pursuant to the Rule set forth in this Section 16 is intended to be for the benefit of the Beneficial Owners of the Series 2013 Bonds and shall be enforceable by the Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County’s obligations under this Section 16 in a federal or state court located within the County and any failure by the County to comply with the provisions of this undertaking shall not be a default with respect to the Series 2013 Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Series 2013 Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Series 2013 Bonds, the County shall, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Series 2013 Bonds. The requirements of subsection

(a) may be met by the filing of an annual information statement or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any final official statement of the County, provided such final official statement is filed with the MSRB.

(h) The County reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 16, the County's covenants as to continuing disclosure (the "Covenants") may only be amended if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the County or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2013 Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

(ii) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of adoption of this Series 2013 Resolution, ceases to

be in effect for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the County, along with full documentary support as part of the written request described above.

(k) The Board further authorizes and directs the County Mayor to cause all other agreements to be made or action to be taken as required in connection with meeting the County's obligations as to the Covenants. The County Mayor shall further be authorized to make such additions, deletions and modifications to the Covenants as he shall deem necessary or desirable in consultation with the County Attorney, Bond Counsel and Disclosure Counsel.

SECTION 17. Modification or Amendment. This Series 2013 Resolution shall constitute a contract between the County and the Bondholders of the Series 2013 Bonds. Except as provided in this Series 2013 Resolution, no material amendment or modification of this Series 2013 Resolution or of any amendatory or supplemental resolution may be made without the consent of the Bondholders of fifty-one percent (51%) or more in principal amount of the Series 2013 Bonds then outstanding; provided, however, that no amendment or modification shall permit, or be construed as permitting, (a) an extension of the maturity of the principal of or the interest on the Series 2013 Bonds, or (b) a reduction in the principal amount of the Series 2013 Bonds or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of Net Revenues other than the lien and pledge created by the Master Ordinance or permitted to be created by the Master Ordinance, or (d) a preference or priority of the Series 2013 Bonds over any other Series 2013 Bonds, or (e) a reduction in the aggregate principal amount of the Series 2013 Bonds required for consent to amendment or modification.

Notwithstanding anything in this Series 2013 Resolution to the contrary, this Series 2013 Resolution may be amended without the consent of the Bondholders of the Series 2013 Bonds to provide clarification, correct omissions, make technical changes, comply with State laws, make such additions, deletions or modifications as may be necessary to assure compliance with Section 148 of the Code or otherwise as may be necessary to assure exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes, and make such other amendments that do not materially adversely affect the interest of Bondholders of the Series 2013 Bonds then Outstanding.

SECTION 18. Authorization of Further Actions. The County Mayor, the County Manager, the Finance Director, the County Attorney, the Clerk and other officers, employees and agents of the County are hereby authorized and directed to do all acts and things and to execute and deliver any and all documents and certificates which they deem necessary or advisable in order to consummate the issuance of the Series 2013 Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Series 2013 Resolution, the Series 2013 Bonds and the related documents. In the event that the County Mayor, the County Manager, the Finance Director, the Clerk or the County Attorney is unable to execute and deliver the contemplated documents, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the County.

SECTION 19. Severability; Resolution Controlling. In case any one or more of the provisions of this Series 2013 Resolution or any approved document shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series 2013 Resolution or such document, as the case may be, and such other provisions shall be construed and enforced as if such illegal or invalid provisions had not been contained. All or any

part of resolutions or proceedings in conflict with the provisions of this Series 2013 Resolution are to the extent of such conflict repealed or amended to the extent of such inconsistency.

SECTION 20. Governing Law; Venue. The Series 2013 Bonds are to be issued and this Series 2013 Resolution is adopted and such other documents necessary for the issuance of the Series 2013 Bonds shall be executed and delivered with the intent that, except to the extent otherwise specifically provided in such documents, the laws of the State shall govern their construction. Except as otherwise specifically provided in any such documents, venue shall lie in Miami-Dade County, Florida.

SECTION 21. No Recourse Against County's Officers. No covenant, agreement or obligation contained in this Series 2013 Resolution shall be deemed to be a covenant, agreement or obligation of any present or future official, officer, employee or agent of the County in the individual capacity of such person, and no official, officer, employee or agent of the County executing the Series 2013 Bonds shall be liable personally on the Series 2013 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2013 Bonds. No official, officer, employee, agent or advisor of the County shall incur any personal liability with respect to any other action taken by such person pursuant to this Series 2013 Resolution, provided the official, officer, employee, agent or advisor acts in good faith, but this Section 21 shall not relieve any official, officer, employee, agent or advisor of the County from the performance of any official duty provided by law or this Series 2013 Resolution.

SECTION 22. Waivers. The provisions of Resolution No. R-130-06, as amended, requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Mayor for the reasons set forth in the County Mayor's Memorandum.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.



Gerald T. Heffernan

EXHIBIT A

SERIES 2013 PROJECT

Project Description	Project Cost
Additional Improvements:	
Seaport Dredge Project DREDGE III - (INCLUDING BULKHEAD REINFORCEMENT) - Deepening of the South Channel to a depth of 50 feet.	\$162,310,000
Seaport Infrastructure Projects <p>CRUISE TERMINALS D AND E IMPROVEMENTS - upgrades for new vessel class - additional 17,000 square feet of passenger processing area, including passenger boarding bridges, runways and canopies and a secondary search room for Customs and Border Protection.</p> <p>CRUISE TERMINAL F AND G IMPROVEMENTS - upgrades to baggage system, additional comfort stations, an intermodal facility, canopies, additional seating and flooring.</p> <p>CRUISE TERMINAL J IMPROVEMENTS - include an additional elevator and escalator, comfort stations, canopies, railing and flooring for the exterior terrace as well as terminal enhancements to attract new service and accommodate upper scale cruise lines; retrofitting Customs and Border Protection processing area.</p> <p>INTERMODAL AND RAIL CONSTRUCTION - rehabilitation of rail service on Port, rehabilitating the existing rail bascule bridge, extending the rail track and constructing an intermodal rail yard on-Port.</p> <p>CARGO YARD IMPROVEMENTS - Phase I - IV of Seaboard cargo yard improvements; installation of fenders; bulkhead repairs; drainage, paving and utilities upgrades.</p> <p>GANTRY CRANES - acquisition of four additional super post-Panamax gantry cranes to address additional capacity as a result of the expansion of the Panama Canal in 2015; included is also the upgrade and refurbishment of gantry cranes infrastructure.</p> <p>PORT-WIDE FACILITIES IMPROVEMENTS, UPGRADES AND ENHANCEMENTS - various Port-wide projects including: rehabilitation of bulkheads (cruise and cargo areas); replacement of mooring bollards; crane rail replacement; construction of a bonded warehouse; and information technology and telecommunication upgrades (cargo gateway modifications, GIS, access roads and controls).</p>	84,998,000
Seaport Tunnel Project SEAPORT TUNNEL* - Construction of a two portal tunnel under the north channel connecting Dodge/Lummus island with Watson Island.	29,500,000
Total Seaport Project Costs	<u>\$ 276,808,000</u>

* Including reimbursement of any amounts outstanding, plus accrued interest, under that certain Reimbursement Agreement dated September 25, 2009 by and between the County and Wells Fargo Bank, National Association (successor to Wachovia Bank, National Association).

EXHIBIT B

PUBLISHER'S AFFIDAVIT

On file with the Clerk's office

EXHIBIT C

BOND PURCHASE AGREEMENT

On file with the Clerk's office

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT

MATURITY, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES OR YIELDS

\$ _____
Seaport Revenue Bonds
Series 2013A

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
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\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
(Accrued Interest from _____, 2013)		

\$ _____
Seaport Revenue Bonds
Series 2013B (AMT)

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
--	-------------------------	----------------------	--------------	--	-------------------------	----------------------	--------------

\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
\$ _____	_____ % Term Bonds Due October 1, 20__	— Yield _____ %
(Accrued Interest from _____, 2013)		

[REST OF PAGE INTENTIONALLY LEFT BLANK]

\$ _____
Seaport Revenue Refunding Bonds
Series 2013C

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
--	-------------------------	----------------------	--------------	--	-------------------------	----------------------	--------------

\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %
\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %
\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %

(Accrued Interest from _____, 2013)

\$ _____
Seaport Revenue Refunding Bonds
Series 2013D (AMT)

<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Maturity Date</u> <u>(October 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>
--	-------------------------	----------------------	--------------	--	-------------------------	----------------------	--------------

\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %
\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %
\$ _____	_____ %	Term Bonds Due October 1, 20__	—	Yield _____ %

(Accrued Interest from _____, 2013)

MIAMI-DADE COUNTY, FLORIDA

Carlos A. Gimenez, Mayor

MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Barbara J. Jordan, District 1
Jean Monestime, District 2
Audrey M. Edmonson, District 3
Sally A. Heyman, District 4
Bruno A. Barreiro, District 5
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Xavier L. Suarez, District 7

Lynda Bell, District 8
Dennis C. Moss, District 9
Senator Javier D. Souto, District 10
Juan C. Zapata, District 11
Jose "Pepe" Diaz, District 12
Esteban L. Bovo, Jr., District 13

COUNTY CLERK

Harvey Ruvin

COUNTY ATTORNEY

R.A. Cuevas, Jr., Esq.

DEPUTY MAYOR, FINANCE DIRECTOR

Edward Marquez

BOND COUNSEL

Squire Sanders (US) LLP
Miami, Florida

D. Seaton and Associates
Miami, Florida

DISCLOSURE COUNSEL

Hunton & Williams LLP
Miami, Florida

Law Offices Thomas H. Williams, Jr., P.L.
Miami, Florida

FINANCIAL ADVISOR

Public Resources Advisory Group
St. Petersburg, Florida

INDEPENDENT PUBLIC ACCOUNTANTS

For Seaport Department
McGladry & Pullen, LLP
Miami, Florida

CONSULTING ENGINEERS

(Feasibility)

John C. Martin Associates, LLC

CONSULTING ENGINEERS

(General)

URS Corporation Southern
Miami, Florida

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CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTION "ESTIMATED SOURCES AND USES OF FUNDS." THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.

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APPENDIX F -	THE DTC BOOK-ENTRY ONLY SYSTEM

OFFICIAL STATEMENT
relating to

MIAMI-DADE COUNTY, FLORIDA

\$ _____
Seaport Revenue Bonds

\$ _____
Seaport Revenue Bonds
Series 2013A

\$ _____
Seaport Revenue Bonds
Series 2013B (AMT)

\$ _____
Seaport Revenue Refunding Bonds
Series 2013C

\$ _____
Seaport Revenue Refunding Bonds
Series 2013D (AMT)

INTRODUCTION

This Official Statement, including the appendices, furnishes information with respect to the issuance by Miami-Dade County, Florida (the "County") of the above-captioned Seaport Revenue Bonds, Series 2013 (collectively, the "Series 2013 Revenue Bonds") to be issued in the aggregate principal amount of \$ _____. The Series 2013 Revenue Bonds are being issued pursuant to the authority of the Constitution and laws of the State of Florida, including Chapters 125 and 166, Florida Statutes, as amended, and the Metropolitan Dade County Home Rule Amendment and Charter, as amended, Ordinance No. 88-66 enacted by the Board of County Commissioners of Dade County (the "Board") on July 5, 1988 (the "Ordinance"), Ordinance No. ____, adopted by the Board on ____, 2013, and Resolution NO. R __ adopted by the Board on ____, 2013 (collectively the "Bond Ordinance").

The Series 2013 Revenue Bonds are being issued by the County for the purpose of providing funds that, together with other available moneys of the Dade County Seaport Department (the "Seaport Department"), will be sufficient to: (1) refund [all or a portion of] the County's (a) Seaport Revenue Refunding Bonds, Series 1995 (the "Series 1995 Revenue Bonds"), and (b) Seaport Revenue Bonds, Series 1996 (the "Series 1996 Revenue Bonds"); (2) pay the costs of certain improvements and capital expenditures (collectively, the "2013 Projects") constituting part of the Seaport facilities owned and operated by the Seaport Department; (3) fund the portion of the Reserve Account Requirement attributable to the Series 2013 Revenue Bonds and (4) pay costs of issuance of the Series 2013 Revenue Bonds. The Series 1995 Revenue Bonds and the Series 1996 Revenue Bonds being refunded are referred to as the "Refunded Bonds." See "PLAN OF FINANCE AND REFUNDING," "THE 2013 PROJECTS" and "SOURCES AND USES OF FUNDS."

This introduction is intended to serve only as a brief description of the Series 2013 Revenue Bonds and matters related to their issuance. Therefore, an investor should review the entire Official Statement, including Appendices, for more details concerning the Series 2013 Revenue Bonds and matters related to their issuance. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is made to all of these documents for full and complete statements of all matters relating to the Series 2013 Revenue Bonds. Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized.

Security for the Series 2013 Revenue Bonds

The Series 2013 Revenue Bonds are payable solely from and secured by a pledge of and lien on the Net Revenues (as defined and described elsewhere in this Official Statement) of the Seaport Department on a parity with the lien on such Net Revenues in favor of the Outstanding Parity Bonds [?]. As provided in the Ordinance, the County may issue Additional Bonds and Refunding Bonds on a parity as to lien on Net Revenues with the lien of the

Series 2013 Revenue Bonds. The County may also pledge to the payment of any Additional Bonds and Refunding Bonds its full faith and credit and taxing power under certain circumstances, subject to referendum approval to the extent required by law of those citizens eligible to vote. See "SECURITY FOR THE SERIES 2013 REVENUE BONDS" and "_____."

THE SERIES 2013 REVENUE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM AND SECURED BY THE NET REVENUES OF THE SEAPORT DEPARTMENT. NOTHING IN THE SERIES 2013 BONDS SHALL BE CONSTRUED AS OBLIGATING THE COUNTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2013 BONDS EXCEPT FROM SUCH NET REVENUES OR AS PLEDGING THE FULL FAITH AND CREDIT OF THE COUNTY OR AS OBLIGATING THE COUNTY, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR. NEITHER THE FULL FAITH AND CREDIT, NOR TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE SERIES 2013 REVENUE BONDS.

The full text of the Bond Ordinance is appended to this Official Statement as "Appendix C – THE BOND ORDINANCE." [Other documents?] All capitalized terms not otherwise defined in this Official Statement shall have the meanings assigned to them in the Bond Ordinance.

PLAN OF FINANCE AND REFUNDING

The Seaport Revenue Bonds, Series 2013A (the "Series A Bonds") are being issued to fund costs of the Dredging Project and the Tunnel Project, described below in "THE 2013 PROJECTS". The Seaport Revenue Bonds, Series 2013B (AMT) (the "Series B Bonds") are being issued to funds costs of the ___ described below in "THE 2013 PROJECTS." The Seaport Revenue Refund Bonds Series 2013C (the "Series C Bonds) are being issued to refund the ___. The Seaport Revenue Refunding Bonds, Series 2013D (AMT) (the "Series D Bonds") are being issued to _____.

[describe refunding and defeasance.]

THE 2013 PROJECTS

SOURCES AND USES OF FUNDS

[Break into four series or into new money and refunding?]

Sources of Funds	\$
Principal amount of Series 2013 Revenue Bonds	
[OID-OIP]	
Amounts currently in Reserve Account	
Investment earnings on proceeds of Series 2013 Revenue Bonds ¹	
Other available funds	
Total Sources	\$
Uses of Funds	\$
Deposit to Escrow Fund for Refunded Bonds	
[Payments of amounts due under Reimbursement Agreement]	

Deposit to Construction Fund	
Underwriters' discount	
Other costs of issuance	
Total Uses of Funds	\$

¹ Assumes investment earnings of ___% during the projected draw-down schedule.

FEASIBILITY STUDY AND FORECASTS OF CONSULTING ENGINEERS

In connection with the issuance of the Series 2013 Revenue Bonds, the County has retained John C. Martin Associates LLC ("Martin") as Consulting Engineers to prepare a feasibility report and related forecasts (the "Feasibility Report") forecasting, among other things, the financial performance of the Seaport Department for the ___ years ending September 30, 20___. The Feasibility Report is attached as Appendix A hereto and should be read in its entirety for an understanding of the information included and the underlying assumption.*

[Further description, inclusion of forecasted coverage]. [Move to "Debt Service Coverage Tables"??]

The Feasibility Report is based on a number of assumptions and contains projections of operating and financial results that may not be realized. The assumptions used reflect the best information available to the Seaport Department and reliance on the knowledge and experience of the Consulting Engineers. Investors should review carefully the assumptions in the Feasibility Report, which includes certain assumptions made by the Consulting Engineers, including assumptions as the principal amount of and interest rate on the Series 2013 Revenue Bonds.

Future operating performance of the Seaport may vary from the projects and such variances may be material. Various factors may adversely affect the ability of the Seaport Department to achieve the forecasts contained in the Feasibility Study including.... See....

See the information regarding forward looking statement on the page immediately preceding the table of contents in this Official Statement.

DESCRIPTION OF THE SERIES 2013 REVENUE BONDS

General

The Series 2013 Revenue Bonds are dated _____, 2013 and bear interest payable semiannually on April 1 and October 1 of each year, commencing _____ 1, 2013 (each such date, an "Interest Payment Date"). The Series 2013 Revenue Bonds will mature in the amounts and on the dates and bear interest at the interest rates per annum set forth on the inside cover page of this Official Statement.

_____, will act as Paying Agent and Bond Registrar for the Series 2013 Revenue Bonds.

The Series 2013 Revenue Bonds will be issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of the Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2013 Revenue Bonds. Purchases of Series 2013 Revenue Bonds may be made through a book-entry only system maintained by DTC in denominations of \$5,000 or any integral multiple of \$5,000. Since purchases of beneficial interests in the Series 2013 Revenue Bonds will be made in book-entry only

* The Ordinance requires the retention by the County of qualifying Consulting Engineers for various tasks. Martin has been retained as Consulting Engineers for purposes of providing the forecasts required with respect to the incurrence of additional debt and compliance with the rate covenant described below. URS Corporation Southern, Miami, Florida, has been retained as Consulting Engineers to carry out the other duties of the Consulting Engineers under the Ordinance. See.....

form, beneficial owners will not receive physical delivery of bond certificates. See Appendix F – THE DTC BOOK-ENTRY ONLY SYSTEM.”

Interest on each series of the Series 2013 Revenue Bonds will be payable semiannually on April 1 and October 1 of each year, commencing on April 1, 2014. Principal of each series of the Series 2013 Revenue Bonds will be payable at the designated office of _____, as Paying Agent and Bond Registrar for the Series 2013 Revenue Bonds. As long as DTC or its nominee is the registered owner of the Series 2013 Revenue Bonds, payments of principal and interest on each series of the Series 2013 Revenue Bonds will be made directly to DTC or its nominee.

Redemption Prior to Maturity

Optional Redemption. The Series A Bonds maturing on or after October 1, 20__ are subject to redemption, as the option of the County, whole or in part on any date on or after October 1, 20__ at the following redemption prices (expressed as a percentage of the principal amount of such Series A Bonds to be redeemed) plus accrued interest to the redemption date:

<u>Redemption Dates (inclusive)</u>	<u>Redemption Price</u>
October 1, 20__ through September 30, 20__	____%
October 1, 20__ through September 30, 20__	____%
October 1, 20__ and thereafter.	____%

Mandatory Sinking Fund Redemption. The Series A Bonds maturing on October 1, 20__ are subject to mandatory sinking fund redemption on October 1, 20__ and on each October 1 thereafter in the years and principal amounts shown below at a redemption price equal to the principal amount of such Series A Bonds to be redeemed plus accrued interest to the date fixed for redemption:

<u>Redemption Date</u> <u>(October 1)</u>	<u>Principal Amount Required</u> <u>to be Redeemed</u>
--	---

20__*

* Final Maturity

The Series B Bonds maturing on October 1, 20__ are subject to mandatory sinking fund redemption on October 1, 20__ and on each October 1 thereafter in the years and principal amounts shown below at a redemption price equal to the principal amount of such Series B Bonds to be redeemed plus accrued interest to the date fixed for redemption:

<u>Redemption Date</u> <u>(October 1)</u>	<u>Principal Amount Required</u> <u>to be Redeemed</u>
--	---

20__*

* Final Maturity

The Series C Bonds maturing on October 1, 20__ are subject to mandatory sinking fund redemption on October 1, 20__ and on each October 1 thereafter in the years and principal amounts shown below at a redemption price equal to the principal amount of such Series C Bonds to be redeemed plus accrued interest to the date fixed for redemption:

Redemption Date
(October 1)

Principal Amount Required
to be Redeemed

20__*

* Final Maturity

The Series D Bonds maturing on October 1, 20__ are subject to mandatory sinking fund redemption on October 1, 20__ and on each October 1 thereafter in the years and principal amounts shown below at a redemption price equal to the principal amount of such Series D Bonds to be redeemed plus accrued interest to the date fixed for redemption:

Redemption Date
(October 1)

Principal Amount Required
to be Redeemed

20__*

* Final Maturity

Method of Redemption. In the event of any partial redemption of the Series 2013 Revenue Bonds other than pursuant to the mandatory sinking fund provisions described above, the Series 2013 Revenue Bonds shall be redeemed in such order of maturity as shall be selected by the County. Unless the Series 2013 Revenue Bonds are held in book-entry form, in which case the provisions described in Appendix F – “THE DTC BOOK-ENTRY ONLY SYSTEM” shall apply, if less than all of the Series 2013 Revenue Bonds of a single maturity are to be redeemed, the Series 2013 Revenue Bonds or portions of any such Series 2013 Revenue Bonds in a principal amount greater than \$5,000 to be redeemed shall be selected by the Paying Agent in such manner as the Paying Agent, in its discretion, deems fair and appropriate. [Update re DTC.]

Redemption Notices. Notice of the proposed redemption of all or a portion of the principal amount of any Series 2013 Revenue Bond shall be mailed postage prepaid to the Bondholder, as (defined the Ordinance as the registered owner of the Bond) of each Series 2013 Revenue Bond (or portion) to be redeemed at the address of such Owner appears on the registration books of the Bond Registrar, which notice shall be mailed at least 30 days prior to the date fixed for redemption. While DTC New York, New York, or its nominee, Cede & Co., is the registered owner of the Series 2013 Revenue Bonds, notice of redemption shall only be sent to DTC or Cede & Co. and not to any Beneficial Owners.

Conditional Notice of Redemption.

Effect of Calling for Redemption.

SECURITY FOR THE SERIES 2013 REVENUE BONDS

Net Seaport Revenues

The Series 2013 Revenue Bonds will be secured by a pledge of the Net Revenues of the Seaport Department as provided in the Ordinance. “Net Revenues” is defined in the Ordinance to mean the excess of Revenues over Operating Expenses (Seaport Operations). “Revenues” includes all moneys, fees, charges and other income, including any investment income from moneys held on deposit in any of the funds or accounts created under the Ordinance, excluding the Rebate Fund, received by the Seaport Department or accrued to the Seaport Department in connection with or as a result of the County’s ownership or the Seaport Department’s operation of the Seaport Properties; provided that there shall not be included in “Revenues” (i) any grants, contributions or donations and (ii) any investment income from the investment of moneys on deposit in the Construction Fund and the Rebate Fund created under the Ordinance. “Operating Expenses (Seaport Operations)” is defined in the Ordinance to mean costs relating to the operation, maintenance and repair of the Seaport Properties entering into the determination of net income in accordance with generally accepted accounting principles, but excluding any Capital Expenditures, interest obligations on debt, noncash items (e.g., depreciation) and transfers to the Reserve Maintenance Fund.

The Series 2013 Revenue Bonds, including any related interest and premium, if any, payable with respect to the Series 2013 Revenue Bonds, will be payable on a parity with the Outstanding Parity Bonds, as described below, and any Additional Bonds and Refunding Bonds from Net Revenues.

The County has covenanted and agreed that all Revenues will be collected by the County deposited as received to the credit of the Revenue Fund established under the Ordinance. The Ordinance provides that the County’s Finance Director shall transfer, when required, from the Revenue Fund to the Rebate Fund the amounts required to be transferred in order to comply with the Rebate Covenants. Moneys held in the Rebate Fund are not pledged to the payment of the Series 2013 Revenue Bonds or any other obligations issued under the Ordinance and are excluded from the pledge and lien of the Ordinance. The Ordinance requires the Finance Director to withdraw monthly an amount from the Revenue Fund equal to the balance remaining in the Revenue Fund on the last day of

the preceding month, less the amount shown by the Annual Budget to be necessary for Operating Expenses (Seaport Operations) during the next ensuing two months, and to transfer such amount to the credit of the Accounts in the Sinking Fund (including the Reserve Account) necessary to provide for the payment of principal of, premium, if any, and interest on all Bonds Outstanding and to maintain, all as more particularly described in the Ordinance, the required reserves, and then to the credit of the Reserve Maintenance Fund to maintain the required reserves, and finally to the credit of the General Fund, established under the Ordinance. See "Appendix C - THE BOND ORDINANCE."

Outstanding Parity Bonds

[Cross-reference to listing]

Reserve Account

Under the Ordinance, the County has established in the Sinking Fund an account known as the Reserve Account. Within the Reserve Account, the Ordinance establishes two subaccounts designated as the "General Obligation Bonds Subaccount" and the "Revenue Bonds Subaccount," respectively. The "Reserve Account Requirement" is defined in the Ordinance to mean, (X) as to Revenue Bonds Outstanding under the Ordinance, the lesser of (i) the maximum Principal and Interest Requirements on account of the Revenue Bonds Outstanding under the Ordinance in the current or any subsequent Fiscal Year or (ii) the maximum amount allowed under the Code, and, (Y) as to General Obligation Bonds Outstanding under the Ordinance, the lesser of (i) the maximum Principal and Interest Requirements on account of all General Obligation Bonds Outstanding under the Ordinance in the current or any subsequent Fiscal Year or (ii) the maximum amount allowed under the Code.

The Ordinance provides that the Finance Director, after withdrawing an amount to be set aside to pay Operating Expenses and making the required payments into the Rebate Fund and the Bond Service Account and Redemption Account in the Sinking Fund, shall deposit an amount equal to the Reserve Account Deposit Requirement from the remaining moneys withdrawn from the Revenue Fund to the credit of the Revenue Bonds Subaccount and to the credit of the General Obligation Bonds Subaccount until the amount on deposit equals the Reserve Account Deposit Requirement. The "Reserve Account Deposit Requirement" is defined in the Ordinance to mean (i) in each of sixty (60) successive months beginning with the month following the delivery of a Series of Bonds under the Ordinance, an amount equal to one-sixtieth (1/60) of the Reserve Account Requirement for such Series, and (ii) in each of the sixty (60) successive months beginning with the month following any month in which any amount shall have been withdrawn from the Reserve Account, an amount equal to one-sixtieth (1/60) of the deficiency created by such withdrawal until such deficiency is made up.

The Ordinance permits the County to deposit a Reserve Account Insurance Policy or a Reserve Account Letter of Credit into the Reserve Account in lieu of making all or a portion of the required deposits under certain circumstances. See "Appendix C - THE BOND ORDINANCE." Upon issuance and delivery of the Series 2013 Revenue Bonds, the Revenue Bonds Subaccount of the Reserve Account will be funded in an amount equal to the Reserve Account Requirement with respect to all Outstanding Revenue Bonds [and will consist of (i) a Reserve Account Surety Bond (the "Surety Bond") with a face amount equal to _____ of the Reserve Fund Account Requirement originally issued by MBIA Insurance Corporation [name?] upon the issuance of the Series 1995 Revenue Bonds and (ii) an amount in cash (which may subsequently be invested in Investment Obligations) equal to the balance of the Reserve Account Requirement.]

The Surety Bond requires that prior to any payment thereunder, all amounts held in the Revenue Bonds Subaccount of the Reserve Account must be expended. Thereafter, payments under the Surety Bond and any other Reserve Account Insurance Policy or Reserve Account Letter of Credit on deposit in the Revenue Bonds Subaccount of the Reserve Account, in the respective amounts available thereunder, will be made on a pro-rata basis in accordance with the requirements of each such facility. After any such payment, the amounts available under the Surety Bond are automatically reduced to the extent of such amounts paid. Upon reimbursement of the amounts paid, the balance available under the Surety Bond is reinstated to the extent of the reimbursement. Prior to replenishing any amounts withdrawn from the Revenue Bonds Subaccount of the Reserve Account, the County must reimburse _____ and the provider of any other Reserve Account Insurance Policy or Reserve Account Letter of Credit on deposit therein for amounts paid under such facilities. Such reimbursement is to be made from

Net Revenues available for deposit in the Reserve Account pursuant to the Bond Ordinance. Any accrued interest or fees with respect to the Surety Bond are payable from Net Revenues on deposit in the Seaport Department General Fund. The Surety Bond is non-cancelable and expires on October 1, 2015.

[The General Obligation Bonds Subaccount of the Reserve Account is funded in an amount equal to the Reserve Account Requirement with respect to all Outstanding General Obligation Bonds and consists of (i) a Debt Service Reserve Fund Surety Bond (the "Series 2013 Surety Bond"), issued by MBLA Insurance Corporation with a face amount equal to fifty percent (50%) of the Reserve Account Requirement with respect to the Series 2013 General Obligation Bonds, (ii) a Reserve Account Surety Bond issued by AMBAC Indemnity Corporation with a face amount equal to fifty percent (50%) of the Reserve Account Requirement with respect to the Unrefunded Series 1992 Bonds (the "Series 1992 Surety Bond") [?] and (iii) an amount in cash and Investment Obligations equal to the balance of the Reserve Account Requirement with respect to all Outstanding General Obligation Bonds.]

Moneys (including Reserve Account Insurance Policies and Reserve Account Letters of Credit) held for the credit of the Revenue Bonds Subaccount or the General Obligation Bonds Subaccount of the Reserve Account shall first be used for the purpose of paying the interest on and the principal of the respective Bonds issued under the Ordinance to which such subaccount relates whenever and to the extent that moneys held for the credit of the corresponding subaccount of the Bond Service Account and the Seaport Department's General Fund shall be insufficient for such purpose. Thereafter, such moneys (including Reserve Account Insurance Policies and Reserve Account Letters of Credit) shall be used for the purpose of making deposits to the credit of the respective subaccount of the Redemption Account established pursuant to the Ordinance whenever and to the extent that withdrawals from the Revenue Fund and the amount on deposit in the Seaport Department's General Fund are insufficient for such purposes. If at any time the moneys held for the credit of the respective subaccount of the Reserve Account shall exceed the respective Reserve Account Requirement, such excess shall be withdrawn by the Finance Director and deposited to the credit of the Revenue Fund.

Limited Obligations

THE SERIES 2013 REVENUE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM AND SECURED BY THE NET REVENUES OF THE SEAPORT DEPARTMENT. NOTHING IN THE SERIES 2013 BONDS SHALL BE CONSTRUED AS OBLIGATING THE COUNTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2013 BONDS EXCEPT FROM SUCH NET REVENUES OR AS PLEDGING THE FULL FAITH AND CREDIT OF THE COUNTY OR AS OBLIGATING THE COUNTY, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATSOEVER THEREFOR. NEITHER THE FULL FAITH AND CREDIT, NOR TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA (THE "STATE") OR ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE SERIES 2013 REVENUE BONDS.

Rate Covenant

The County has agreed in the Ordinance that it will make such revisions as may be necessary or proper in order that the Revenues will at all times be sufficient in each Fiscal Year to provide an amount at least equal to the sum of:

- (i) 100% of the Operating Expenses (Seaport Operations) as computed from the Annual Budget,
- (ii) 125% of the maximum Principal and Interest Requirements on all Revenue Bonds issued under the Ordinance for any future Fiscal Year plus 110% of the maximum Principal and Interest Requirements on General Obligation Bonds issued under the Ordinance for any future Fiscal Year,
- (iii) 100% of the Reserve Account Deposit Requirement for the current Fiscal Year, and
- (iv) 100% of the amount established in the Annual Budget to be deposited to the Reserve Maintenance Fund in the current Fiscal Year.

The County has agreed in the Ordinance that if the total amount of Revenues realized in any Fiscal Year shall be less than the amounts referred to in clauses (i) through (iv) above for such Fiscal Year, it will, before the fifteenth (15th) day of November of the following Fiscal Year, request the Consulting Engineers to make their recommendations as to a revision of the rates, fees, rentals and other charges and any changes in methods of operation, and copies of such request shall be filed with the Finance Director. The Consulting Engineers shall submit their recommendations to the Finance Director and the Seaport Director, in writing, within sixty (60) days of such request. The County has covenanted that it shall, within sixty (60) days of receipt of such recommendations, take the steps necessary to comply with such recommendations. The Consulting Engineers shall, within thirty (30) days of compliance by the County with such recommendations, certify to the County in writing that the actions taken by the County will enable the County to comply with the requirements described above during (i) the period commencing on the date such recommendations become effective and ending on the last day of the Fiscal Year in which such certificate is being delivered (taking into account for purposes of the requirements described above only that portion of such requirements which is equal to the percentage of such Fiscal Year being included in such certification) and (ii) the Fiscal Year immediately succeeding such Fiscal Year. If the County shall comply with all recommendations of the Consulting Engineers in respect of rates, fees, rentals and other charges, the failure to meet the requirements described above in any Fiscal Year will not constitute an Event of Default under the Ordinance if the Net Revenues are sufficient to pay the principal of, redemption premium (if any) and interest on the Bonds issued under the Ordinance payable in such Fiscal Year.

[Treatment of Sunshine Loans and Capital Acquisition Bonds]

[Cross-reference to fuller discussion.]

Additional Bonds, Refunding Bonds and Subordinate Debt

The County may issue, from time to time, Additional Bonds which shall be payable from the Net Revenues on a parity with the Outstanding Parity Bonds, the Series 2013 Revenue Bonds, and any other Bonds then Outstanding, subject to certain conditions set forth in the Ordinance. See, "Appendix C – THE BOND ORDINANCE."

The Ordinance further provides that the County may designate any Series of Additional Bonds to be General Obligation Bonds, under certain circumstances, including referendum approval of those citizens eligible to vote with respect to such Additional Bonds. Such General Obligation Bonds, if any, shall rank on a parity with all other Series of Bonds issued under the Ordinance as to lien on Net Revenues, and shall be payable primarily from such Net Revenues, but additionally shall be secured by the full faith and credit of the County. To the extent that the Net Revenues available for the payment of the principal of, redemption premium, if any, and interest on the General Obligation Bonds are not sufficient to provide such payments, the General Obligation Bonds shall be payable from unlimited ad valorem taxes levied by the County on all taxable property located within the County, without limit as to rate or amount.

The County may issue Additional Bonds under the Ordinance for the purpose of paying all or any part of the cost of constructing or acquiring any Additional Improvements or incurring other Capital Expenditures not constituting Additional Improvements, but which are necessary for the operation of the Seaport Properties, including capitalized interest, if any, funding any required deposit to the Reserve Account, funding any deposit to the Reserve Maintenance Fund and paying costs of issuance of the Additional Bonds. The Ordinance sets forth certain conditions precedent to the issuance of such Additional Bonds. Such conditions include, but are not limited to, the following:

- (1) delivery to the County Clerk of a certificate signed by the Finance Director, setting forth the (i) Net Revenues for any twelve consecutive months in the preceding eighteen months (subject to certain permissible adjustments for increases in rates, fees and charges as provided in the Ordinance), (ii) the amount of the maximum Principal and Interest Requirements (x) for all Revenue Bonds for any Fiscal Year thereafter, excluding the Additional Bonds then requested to

be delivered, and (y) for all General Obligation Bonds for any Fiscal Year thereafter, excluding the Additional Bonds then requested to be delivered, and (iii) the amount of maximum Principal and Interest requirements (x) for all Revenue Bonds for any Fiscal Year thereafter, including the Additional Bonds then requested to be delivered, and (y) all General Obligation Bonds then requested to be delivered if such Additional Bonds are to be General Obligation Bonds, which shows[that the amount of Net Revenues as shown in such Certificate [are][must] are at least equal to the sum of (a) 125 % of the maximum Principal and Interest Requirements for all Revenue Bonds for any Fiscal Year thereafter, including the Additional Bonds then requested to be delivered, plus (b) 110% of the amount of the maximum Principal and Interest Requirements for all General Obligation Bonds for any Fiscal Year thereafter, including the Additional Bonds then requested to be delivered]; and

- (2) delivery to the County Clerk of a certificate signed by the Consulting Engineers setting forth their estimate of the Net Revenues for each of the five (5) Fiscal Years following the Fiscal Year in which such Additional Bonds are to be issued. The amount of estimated Net Revenues for each of such five (5) Fiscal Years covered by such certificate must at least equal to the sum of [(a) 125% of the amount of the maximum Principal and Interest Requirements for all Revenue Bonds for any Fiscal Year thereafter (as shown in a certificate signed by the Finance Director and delivered to the County Clerk), including the Additional Bonds then requested to be delivered, plus (b) 110% of the amount of the maximum Principal and Interest Requirements for all General Obligation Bonds for any Fiscal Year thereafter (as shown in a certificate signed by the Finance Director and delivered to the County Clerk), including the Additional Bonds then requested to be delivered.]

The Series A Bonds and the Series B Bonds are being issued as Additional Bonds and do not constitute General Obligation Bonds.

The County may issue, from time to time, Refunding Bonds which shall be payable from Net Revenues on a parity with the Outstanding Parity Bonds, the Series 2013 Revenue Bonds, and any other Bonds then outstanding subject to certain conditions set forth in the Ordinance. Such Refunding Bonds may be issued under the Ordinance for the purpose of providing funds for (1) paying at or redeeming prior to their stated maturities all or any portion of the Outstanding Bonds of any one or more Series issued under the provisions of the Ordinance, or (2) refunding any outstanding Additional Port Facility Obligations, Subordinated Bonds and any bonds or other indebtedness incurred in connection with the operations of the Seaport Department not issued under the provisions of the Ordinance, including in each case the payment of any redemption premium thereon and any interest accrued or to accrue to and any serial installments of principal to mature prior to and on, the date of payment or redemption of such outstanding obligations, and (3) funding any required deposit to the Reserve Account and paying the costs of issuance.

The Ordinance sets forth certain conditions precedent to the issuance of any such Refunding Bonds. Such conditions include the following:

- (1) in case such Refunding Bonds are to be issued for the purpose of refunding all of the Outstanding Bonds of any Series or portion of such series issued under the provisions of the Ordinance, either:

- (A) the maximum Principal and Interest Requirements for any Fiscal Year thereafter of all Bonds deemed to be outstanding after the issuance of such Refunding Bonds shall not exceed the maximum Principal and Interest Requirements for any such Fiscal Year on all Bonds Outstanding immediately prior to the issuance of such Refunding Bonds, including the Bonds to be refunded, or

- (B) there shall be filed with the County Clerk, a certificate signed by the Finance Director setting forth the amount of Net Revenues for any twelve (12) consecutive months of the preceding eighteen (18) months (subject to certain permissible adjustments for increases in rates, fees and charges as provided in the Ordinance) and the amount of the maximum Principal and Interest Requirements for any Fiscal Year thereafter on account of (x) all Revenue Bonds to be deemed to be Outstanding after the delivery of the Refunding Bonds then requested to be delivered and (y) all General Obligation Bonds to be deemed to be Outstanding after the delivery

of the Refunding Bonds then requested to be delivered, and showing that the amount of such Net Revenues is at least equal to the sum of [(a) 125% of the maximum Principal and Interest Requirements for any Fiscal Year thereafter on account of all Revenue Bonds Outstanding after the delivery of the Refunding Bonds then requested to be delivered plus (b) 110% of the amount of the maximum Principal and Interest Requirements for any Fiscal Year thereafter on account of all General Obligation Bonds Outstanding after the delivery of the Refunding Bonds then requested to be delivered;] or

- (2) in case such Refunding Bonds are to be issued for the purpose of refunding Subordinated Bonds, other outstanding bonds or indebtedness not issued under the provisions of the Ordinance, or Additional Port Facility Obligations, there shall be filed with the County Clerk a certificate signed by the Finance Director, setting forth the same matters as are required to be set forth in the event of the issuance of Refunding Bonds as described above in clause 1(B).

The Series C Bonds and the Series D Bonds are being issued as Refunding Bonds and do not constitute General Obligation Bonds.

The Ordinance provides that the County may also issue obligations from time to time other than under the Ordinance which are payable in whole or in part from Net Revenues, but only if such obligations are, by their terms, subordinate in right to payment from the Net Revenues to all Bonds issued under the provisions of the Ordinance. The Ordinance also permits the County to issue obligations from time to time other than under the Ordinance for the purpose of financing Port Development Facilities which may be secured, in part, by a lien on Net Revenues subordinate to the lien of the Series 2013 Revenue Bonds. See "_____ " and "_____."

Covenants Regarding Credit Facilities

In connection with the acquisition of the Surety Bond, the County has agreed to certain covenants for the benefit of the provider of the Surety Bond. Reference is made to the complete covenants for the benefit of such Providers, which are on file at the Finance Director's Office.

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DEBT SERVICE SCHEDULE

Debt service requirements for the Series 2013 Revenue Bonds [and the Outstanding Parity Bonds] are presented below. For a discussion of historic coverage under the Rate Covenant described above, see **FINANCIAL INFORMATION REGARDING THE SEAPORT DEPARTMENT – Debt Service Coverage Tables.**”

Fiscal Year Ended September 30,	Series 2013 Revenue Bonds			Debt Service on Outstanding Parity Bonds*	
	Principal	Interest	Total	Parity Bonds*	Total
2013					
2014					
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
Total					

* Assumes refunding of . . . [will POS assume refunding of all parity debt?]

THE PORT AND THE SEAPORT DEPARTMENT

Brief Description; Legal Status of Department

History

Administration

Organization.

Management and Staff.

Budgetary Process

Role of Department.

Role of County.

Facilities

Map.

Operations of Port

General Description.

Statistics.

Employee Relations.

Litigation.

The Master Plan, CIP and Current Projects

The CIP and Current Projects (reference to Master Plan; cross-reference to John Martin Report).

Discussion of the Sunshine Debt and Capital Acquisition Bonds [?]

General discussion – Department is not legally obligated to pay bondholders but such payments in fact are made.

Discussion that such payments are reflected in financial statements.

Possible statement of actual coverage.

Pension and OPEBs

Derivatives, If Any

FINANCIAL INFORMATION REGARDING THE SEAPORT DEPARTMENT

Financial Statements

The financial statements of the Seaport Department as of and for the Fiscal Years ended September 30, 2012 and September 30, 2011 included in **Appendix B** have been audited by McGladrey & Pullen, LLP, independent certified public accountants, as stated in their report appearing in **Appendix B**. Such financial statements speak only as of September 30, 2012 and September 30, 2011, respectively, and have been included as a matter of public record. McGladrey & Pullen, LLP (1) has not been engaged to perform and has not performed since the date of its report on such financial statements any procedures with respect to such financial statements and (2) has not performed any procedures relating to this Official Statement. The consent of McGladrey & Pullen, LLP for the use of the financial statements herein has not been sought.

[stubs?]

Sources of Revenue

Schedule of Revenues and Expenses

Description	2008	2009	2010	2011	2012
OPERATING REVENUES:					
Cruise Wharfage	\$27,004	\$ 27,356	\$ 30,428	\$ 33,662	\$
Cargo Wharfage	31,570	32,015	33,493	36,514	
Container Crane Fees	7,922	8,180	8,471	9,910	
Rentals	9,106	14,856	14,826	13,906	
Ground Transportation	1,267	1,425	1,464	1,880	
Parking	9,792	10,686	10,042	9,184	
Miscellaneous	8,037	5,539	5,361	4,090	
	<u>\$94,698</u>	<u>\$100,057</u>	<u>\$104,085</u>	<u>\$109,146</u>	<u>\$</u>
OPERATING EXPENSES:					
Cruise Operations	\$ 5,799	\$ 6,502	\$ 7,047	\$ 6,590	
Cargo Operations	1,409	1,389	1,087	1,338	
Maintenance	6,304	6,269	6,453	6,731	
Utilities	2,110	5,102	2,950	3,256	
Marketing & Advertising	1,293	1,680	1,321	1,015	
Gantry Cranes	7,614	8,042	6,811	6,926	
Security	20,975	21,096	19,636	18,510	
General & Administration	16,048	18,919	21,030	21,470	
Total Operating Expenses	<u>\$61,579</u>	<u>\$68,999</u>	<u>\$66,335</u>	<u>\$65,836</u>	<u>\$</u>
Operating income before depreciation	\$33,119	\$31,058	\$37,750	\$43,310	
DEPRECIATION	19,863	20,790	22,995	23,548	
Operating Income	<u>\$13,256</u>	<u>\$10,268</u>	<u>\$14,755</u>	<u>\$19,762</u>	<u>\$</u>
NON-OPERATING REVENUES (EXPENSES):					
Interest income, net	\$ 960	\$ 247	\$ 414	\$ 512	\$
Interest expense, net	(22,409)	(19,448)	(16,961)	(18,901)	
Operating grants	--	--	--	--	
Operating transfers	--	--	--	(1,072)	
Transfer in	--	--	--	--	
Other income (expense)	2,734	(166)	(4,193)	810	
Income (loss) before Capital Contributions	(5,459)	(9,099)	(5,985)	1,111	
External Capital Contributions	7,212	13,315	11,796	6,331	
Net Income (loss)	<u>\$ 1,753</u>	<u>\$ 4,216</u>	<u>\$ 5,811</u>	<u>\$ 7,442</u>	<u>\$</u>

Management's Discussion of Financial Performance

Outstanding Indebtedness

Debt Service Coverage Tables

Table A shows historical Net Revenues available to pay debt service and historical Net Revenue coverage based on actual Principal and Interest Requirements for the Fiscal Years ended September 30, 19__ through 2013. Table B shows historical Net Revenues available to pay debt service and historical Net Revenue coverage based on maximum Principal and Interest Requirements for the same period. Table A and Table B are followed by projections in Table C of Net Revenues available to pay debt service and Projected Net Revenues based on maximum Principal and Interest Requirements on the Series 2013 Revenue Bonds for the Fiscal Years ending September __, 19__ through 20__. [Reference to Feasibility Report.]

Table C sets forth projected Net Revenues, expenditures and debt service coverage for the Fiscal Years ending September 30, 19__ through 20__. Table C is derived from projections of Net Revenues prepared by the Seaport Department's Consulting Engineers included in the Consulting Engineers' report dated _____, 2013 (the "Consulting Engineers' Report"). The Consulting Engineers' projections of Net Revenues and expenses are based in part on a number of factors, including but not limited to: (i) historical trends; (ii) current and estimated future economic conditions nationally and internationally affecting international trade and the demand for cruise ship services; (iii) the number and type of cruise ships in service and expected to be placed in service during the period covered by the projections; (iv) the competitive advantage afforded the Port of Miami by virtue of its geographic location as a gateway to markets served by cruise ships and to Latin American countries for purposes of cargo services; (v) the rates and charges imposed by ports which compete with the Port of Miami; and (vi) the decision of cruise line operators to position their newest and largest ships at the Port of Miami. The Consulting Engineers' Report sets forth the Consulting Engineers' conclusions in greater detail and is reproduced at Appendix A to this Official Statement. Prospective investors should review such conclusions prior to deciding whether to invest in the Series 2013 Revenue Bonds. While the Seaport Department believes that each of the assumptions is reasonable, no assurance can be given that factors will not arise which will cause variation from such assumptions.

The results of operations actually achieved by the Seaport Department may differ from the estimates in accordance with actual demand for use of Port of Miami facilities as such demand may be affected by any change in the factors considered by the Consulting Engineers, and thus, no assurance can be given that the projections will reflect actual operating results. [Cross-reference to "Investment Considerations"]

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TABLE A

Historical Net Revenues Coverage Based on Actual Debt Service Requirements
Dade County Seaport Department (Port of Miami)
(in thousands)

	Fiscal Year Ended September 30,				
	2008	2009	2010	2011	2013
<u>Operating Revenues</u> ¹					
Cargo Wharfage					
Passenger Wharfage					
Dockage Fees					
Rentals					
Parking Fees					
Water and Electrical Sales					
Ground Transportation					
Miscellaneous Charges and Fees					
Total Operating Revenues					
<u>Operating Expense</u> ¹					
Salaries, Wages and Employees Benefits					
Ground Transportation					
Repairs and Maintenance					
Utilities					
General & Administrative					
Total Operating Expenses					
Net Operating Revenues					
Unrestricted Interest Income					
Pledged Rent Revenue					
Non-cash Items					
Net Revenues Available to Pay Debt Service					
Actual Annual Debt Service Revenue Bonds					
Actual Annual Debt Service General Obligation Bonds					
Total Actual Annual Debt Service Revenue Bonds and General Obligation Bonds					
Net Revenue Coverage Based on Combined Revenue Bonds and General Obligation Bonds					

¹ Operating Revenues and Operating Expenses presented for Fiscal Years ended 2008, 2009, 2010 and 2011 were derived from audited financial statements.

² Operating Revenues and Operating Expenses presented for Fiscal Year 2013 were derived from unaudited financial information.

Source: Seaport Department

TABLE B

Historical Net Revenues Coverage Based on Maximum Debt Service Requirements
 Dade County Seaport Department (Port of Miami)
 (in thousands)

	Fiscal Year Ended September 30,			
	2008	2009	2010	2011
<u>Operating Revenues</u>				
Cargo Wharfage				
Passenger Wharfage				
Dockage Fees				
Rentals				
Parking Fees				
Water and Electrical Sales				
Ground Transportation				
Miscellaneous Charges and Fees				
Total Operating Revenues				
<u>Operating Expense</u>				
Salaries, Wages and Employees Benefits				
Ground Transportation				
Repairs and Maintenance				
Utilities				
General & Administrative				
Total Operating Expenses				
Net Operating Revenues				
Unrestricted Interest Income				
Pledged Rent Revenue				
Non-cash Items				
Net Revenues Available to Pay Debt Service				
Maximum Annual Debt Service Revenue				
Bonds				
Coverage Requirements on Revenue Bonds				
Maximum Annual Debt Service General				
Obligation Bonds				
Coverage Requirements on General				
Obligation Bonds				
Total Net Revenues Needed To Meet				
Coverage Requirements				
Net Revenue Coverage				

Source: Seaport Department

TABLE C

Forecasted Net Revenues Coverage Based on Maximum Debt Service Requirements¹
 Dade County Seaport Department (Port of Miami)
 (in thousands)

	Fiscal Year Ended September 30,				
	2013	2014	2015	2016	2017
<u>Operating Revenues</u>					
Cargo Wharfage					
Passenger Wharfage					
Dockage Fees					
Rentals					
Parking Fees					
Water and Electrical Sales					
Ground Transportation					
Miscellaneous Charges and Fees					
Total Operating Revenues					
<u>Operating Expense</u>					
Salaries, Wages and Employees Benefits					
Ground Transportation					
Repairs and Maintenance					
Utilities					
General & Administrative					
Total Operating Expenses					
Net Operating Revenues					
Unrestricted Interest Income					
Pledged Rent Revenue					
Net Revenues Available to Pay Debt Service					
Maximum Annual Debt Service Revenue Bonds					
Coverage Requirements on Revenue Bonds					
Maximum Annual Debt Service General Obligation Bonds					
Coverage Requirements on General Obligation Bonds					
Total Net Revenues Needed To Meet Coverage Requirements					
Net Revenue Coverage					

Source: Seaport Department and Feasibility Report.

CERTAIN INVESTMENT CONSIDERATIONS AFFECTING AVAILABLE SEAPORT NET REVENUES (RISK FACTORS)

The Series 2013 Revenue Bonds are payable first from available Seaport Net Revenues. Payment from such source is dependent on the collection of Net Revenues adequate to pay debt service on the Series 2013 Revenue Bonds as well as all _____ and certain other indebtedness. See "SECURITY FOR THE SERIES 2013 REVENUE BONDS - Net Seaport Revenues." Net Revenues consist of all Revenues of the Seaport Department in excess of the Operating Expenses (Seaport Operations), all as defined in the Ordinance. Accordingly, such payment depends primarily on the generation of Revenues by the Seaport and other adequate to pay all Operating Expenses of such properties plus the debt service on all indebtedness payable from such Revenues. The generation and collection of such revenues is influenced by a wide range of factors affecting operations at the Seaport, including the condition of the Cruise/Tourism/Cargo industry, and local, national and international economic conditions. Certain of these factors are discussed below.

General

The generation of Revenues is heavily dependent on the volume of cruise passengers and cargo at the Seaport. Such volume reflects a wide range of factors including the economic condition and outlook of (1) the County, the region and the country (2) the Seaport's primary trading partners, (3) the cruise lines, (4) cargo terminal operators and shipping lines and (5) security. The cruise and cargo industries have faced and continue to face severe economic challenges, reflecting both increased costs and overall economic conditions. The Report of the Consulting Engineers included as Appendix _____, take into account certain of the factors affecting the cruise and cargo industries as set forth in such reports. As noted therein, the degree and direction of such effects on individual traffic segments vary. See "REPORT OF THE CONSULTING ENGINEERS – Appendix _____."

Particular factors are discussed below.

Economic Condition and Outlook

This economic condition and outlook section outlines the level of economic activity that occurred in Fiscal Year 2012 and forecasts the area's economic outlook for Fiscal Year 2013.

Approximately one year ago, in the year-end outlook for the local economy, it was anticipated that Fiscal Year 2012 would be similar to the growth experienced in 2011 continuing on a slow recovery path with low to moderate job creation for the County and its most vital industries. That outlook turned out to be a reasonably accurate assessment of the past year as most indicators improved, including employment, although the growth was slow.

Fiscal Year 2012 saw the various economic indicators improve at the national level from the previous year. Real gross domestic product (GDP) increased at an annual rate of 2.3 percent and inflation was 1.6 percent. Average annual unemployment rates decreased from 9.7 percent in Fiscal Year 2011 to 8.5 percent for Fiscal Year 2012. This latter measure has led to a better year than expected.

A major part of the County's economic strength comes from the two engines driving its economy: (i) the visitor/tourist industry and (ii) domestic and international trade and commerce. During the last [twelve] months, visitations and volume of trade continued to advance steadily. Improving economic conditions, not only in the U.S., but also in the Latin America and Caribbean region, coupled with the region's strong trade and financial linkages with the Miami-Dade area, have contributed to the growth in visitors and the volume of merchandised traded.

International Trade and Commerce

At the Seaport, cargo activity, measured in TEUs (twenty-foot equivalent units), increased by approximately 0.2% compared to an increase of approximately 7.1% in Fiscal Year 2011. The Seaport expects cargo activity to increase slightly in Fiscal Year 2013. The Seaport is optimistic regarding international commerce in the County and anticipates higher volume levels in cargo activity movement through the Seaport. The optimism

is based on the assumption that the cruise and cargo, coupled with the Seaport's incentivized agreements, improving economy, and the addition of new cargo services will increase activity. Looking beyond Fiscal Year 2013, the dredging activities underway to accommodate larger vessels in the "Post Panamax" shipping period, augurs well for the future of the Seaport.

The Americas continue to represent a major share of the Seaport's total cargo. For Fiscal Year 2012, the Americas accounted for approximately 54% (Caribbean - 16%, South America - 16%, Central America and Mexico - 22%) of total cargo. This was followed by the Far East, Asia and the Pacific with 32%. The balance of approximately 14% consisted of Europe, North America, Middle East, Southwest Asia and Africa.

Competition

The economic upturn contributed to an increase of approximately 0.2%, when measured in TEUs. This increase as well as tariff adjustments caused the Seaport's cargo related revenues to increase by 11% from Fiscal Year 2011. The Seaport's commitment to expanding its cargo business, coupled with incentivized cargo contracts, contributed to an overall cargo activity increase. The Seaport is encouraged and anticipates continued cargo activity growth in Fiscal Year 2013.

For international trade, the value of merchandise trade for the Miami Customs District, increased by 19.6% from Fiscal Year 2011. This increase was also reflected in the activity levels at Miami International Airport (MIA) and the Seaport. Freight and cargo tonnage at these trade facilities displayed similar trends, albeit at a much smaller magnitude.

The Seaport faces competition from a number of other ports, mostly in the United States. A number of ports are also pursuing dredging and construction projects that will permit them to service "Post Panamax" shipping period. [cross-reference]

Tourism

After a year, the visitor industry achieved almost full recovery from the effects of the recession, tourism activity continued to reach high levels in 2012 as measured by the number of visitors. Exhibiting signs of strength, visitors to the Miami area increased about 4.6 percent in 2012 compared to a somewhat larger gain of 6.8 percent in the previous year. In total, there were 13.9 million overnight visitors over this past year, up from 13.4 million recorded in 2011. Both domestic and international visitors contributed to this overall improvement. The number of international visitors was up 5.3 percent compared to the previous year, reaching 6.7 million. Domestic visitors showed a somewhat smaller increase, up 4.0 percent, to 7.1 million. This reflected a visitor market mix of 51 percent domestic and 49 percent international. Compared to other domestic cities, Miami has the largest percentage of international visitors.

In Fiscal Year 2012, visitors spent an estimated \$22.2 billion up from \$20.7 billion in the previous year. This is due, in part, to the increased numbers of overnight visitors, particularly international ones. Of considerable importance to the increase in numbers of visitors and expenditures is the diversification of the country of origin for tourists. Brazilians have now become the largest nationality of international tourists with about 635,000 tourists over the past year. Further, average expenditures per person per visit was over \$2,200 compared to just under \$1,600 overall. This demonstrates the dynamic strength of the County's tourism industry.

In conjunction with the increase in visitors, the MIA passenger levels increased to 39.6 million in 2012, representing a gain of 5.1 percent compared to a gain of 7.5 percent in the prior year. This outcome consists of increases in both domestic and international air passengers. MIA international passengers led the way with a 7.5 percent increase to 19.3 million, while domestic passengers increased by 3.1 percent to 20.2 million. With the continued improvement of the facilities at MIA, aviation officials are projecting that passenger traffic in 2013 will be higher than the previous year. This is based on the continued addition and increase in frequencies of flights from MIA to more destinations domestically and around the world. In contrast, the MIA's performance was not shared at the Seaport, where the number of cruise passengers declined by 5.9 percent, compared to a smaller decrease of 3.1 percent in 2011.

The volume of the tourist industry, generally, and in South Florida, is subject to a wide variety of factors that may encourage or discourage tourism generally and travel on cruise ships generally. Factors include general economic conditions, competition from other forms of tourism, perceived risks of travel by cruise ships, including reaction to specific incidents involving cruise ships and the development and market of new areas for tourism.

Labor Relations

[The Seaport considers its relations with its employees, some of whom are members of unions, to be good. As public employees, under Florida law, unionized employees of the Seaport are prohibited from striking.

Certain operations at the Seaport are dependent on good labor relations among the stevedoring firms, marine terminal operators, shipping lines and other franchisees operating at the Seaport and the longshoremen, cargo checkers and other workers who work at the Seaport, but are not employed by the Seaport Department. Florida is a "right to work" state, and some of these workers are unionized, while others are not. The International Longshoreman's Association ("ILA") Local #1416 represents some of the longshoremen at the Seaport and ILA Local _____ represents some of the cargo checkers at the Seaport. Some of the franchisees at the Seaport use ILA union labor and are presently operating under a _____ - year contract, which is due to expire on _____, 20____.

In the opinion of the Seaport, the Seaport and its franchisees enjoy good labor relations with the ILA. There has not been a strike at the Seaport by the ILA since _____. However, there can be no assurance that strikes or other labor disruptions will not occur in the future. Any prolonged strike or disruption could adversely affect Net Revenues, although certain large users of the Seaport would be required to honor minimum wharfage guaranties, notwithstanding the occurrence of a strike.]

Security

Securing the Seaport and providing efficient commerce will present challenges for the foreseeable future. The Seaport has made significant progress over the last several years to curtail and maintain security costs. It has successfully done this by modifying its security plan and investing in its security infrastructure. Over the last several Fiscal Years, the Seaport has made a significant investment in its security infrastructure. The corresponding funding needs for security has increased dramatically. The Seaport is currently compliant.

The Seaport continues to be recognized as the largest cruise home port in the world and is among the top 11 container ports in the United States. Cutting edge technology and progressive procedures are in place that provides heightened levels of protection and simultaneously support compliance with port business policies. Partners in this comprehensive initiative include: (i) U.S. Customs and Border Protection, (ii) U.S. Coast Guard, (iii) Florida Department of Law Enforcement, (iv) Florida Fish and Wildlife Commission, (v) Miami-Dade Police and Fire Rescue Departments and (vi) others working to achieve a shared, united mission. These efforts are helping to move legitimate commerce in a faster, more seamless and cost effective manner than ever before.

Regulation

[The County is subject to the general requirements of Florida and federal environmental laws, including the regulations of the Florida Department of Environmental Protection ("FDEP"). Projects involving dredging at the Seaport require the approval of the U.S. Army Corps of Engineers ("ACOE"). The County, in compliance with Section 15 of the United States Shipping Act, publishes and files with the Federal Maritime Commission a port tariff establishing the rate, rules and regulations that apply to all users of the Seaport facilities. To the best knowledge of the Seaport, the County is currently compliance with all Florida and federal regulations requiring (i) approval of projects that have been or are being implemented or (ii) reporting of operations conducted at the Seaport. To the best knowledge of the Seaport, no failure to obtain a required approval has occurred and no regulatory action has been taken or threatened which, in either case, would have a material adverse impact on the operations of the Seaport or the revenues generated or to be generated by the Seaport facilities. No assurance can be given, however, that the County will be able to obtain approvals that may be required in the future (i) to implement improvements that are contemplated for the Seaport or (ii) to maintain existing Seaport facilities, or that it will meet all of the

reporting and other requirements that have been or may be imposed by Florida or federal agencies or authorities. A failure to obtain such approvals or to meet such reporting or other requirements could result in a loss of revenue for the Seaport or a failure to realize projected revenue, which loss or failure could have a material adverse impact on Net Revenues.]

Future developments, including terrorist activity or security breaches at other ports could cause the imposition of additional security costs, either voluntarily or as a result of additional regulation.

Hurricanes

Florida is generally susceptible to hurricanes and similar storms in which winds and tidal surges are powerful enough to cause severe destruction. Located on the Atlantic Ocean, the Seaport, specifically, and the County, generally, are particularly susceptible to such storms and their effects. The County has adopted a Hurricane Plan in an effort to, among other things; establish protective measures to be effected at the Seaport and to make the Seaport facilities safer in case a hurricane occurs. The Seaport facilities are presently included under the County's property casualty insurance policies. However, the insurance for wind and flood damage under such policies has a separate \$_____ deductible for any one occurrence for the Seaport location. [The County does not maintain a designated fund for the deductible. Any such funding would be subject to the availability of funds at the time of the loss and at the Board's direction. In addition, the amount of Net Revenues that would be lost during any period of repair required after the effects of a hurricane or other casualty cannot be predicted with any reasonable degree of certainty. The County's property insurance includes time element (also known as business interruption) insurance coverage that covers certain events and is subject to various deductibles and a 4-day waiting period for Seaport Blockage and a \$_____ property damage deductible regarding collapse and/or impact of/to bulkheads, piers, wharves docks, and dolphins. No assurance can be given that such insurance would be adequate to cover all damages and losses including lost Net Revenues during any repair or reconstruction period resulting from a hurricane or other casualty.]

Environmental Hazards

Any owner or operator of real estate may be adversely affected by legislative, regulatory, administrative and enforcement actions involving environmental controls. For example, if any of the property on which Seaport facilities are located or other property operated by the County is determined to be contaminated, the County could be liable for significant clean-up costs, even if it is not responsible for the contamination. The costs of decontamination or clean-up could be significant and the incurrence of such costs could have a material adverse impact on Net Revenues.

Future Outlook

Overall, the Seaport is encouraged with the results of its cruise and cargo activity. During Fiscal Year 2011, the Board approved contract amendments with two of the Seaport's cruise partners. Under the terms of the amendments, one of the cruise partners guarantees approximately \$72 million in revenue over the first ten years and the other guarantees homeporting a new ship in Fiscal Year 2013. The new ship that will be home-ported is anticipated to yield a net increase of approximately 250,000 passengers per year. The Seaport anticipates that these amendments, along with the cruise agreement approved by the Board during Fiscal Year 2009 will benefit the Seaport in the future. During Fiscal Year 2010, an F3 class cruise ship sailed from the Seaport for the first time. The F3 class ships are among the largest passenger cruise ships in the world. Recent cruise terminal facilities enhancements will allow the Seaport to accommodate the new larger ships as well as luxury vessels.

Overall, Fiscal Year 2013 is expected to experience the same trends that have defined the local economy for much of the last Fiscal Year continuing on a slow recovery path with moderate job creation. On the plus side, the U.S. economy continues to fare reasonably well compared to other developed economies. At this time, there is risk to the outlook emanating from outside the U.S., in particular from Europe. However, at this point there are no negative signs that would indicate a slowdown is likely to appreciably impact the U.S. economic environment.

There are some positive factors that allow the economy to move forward without serious interruption. One positive factor is that inflationary pressures have continued to remain low. An additional support to the economy is that the Federal Reserve has maintained interest rates near zero and appears ready to take action to stimulate growth as deemed necessary.

There are a number of other substantial factors that are a threat to the continued moderate growth of the economy. Chief among these is the uncertainty that remains over fiscal policy at the national level. Although issues over increased tax rates have been resolved, contained within the legislation is the expiration of the reduction in payroll taxes. This will result in a reduction of current wage income and hence consumer demand. Further, there will be debates over the funding of future expenditures, particularly in regard to entitlement programs. In addition, questions remain regarding extension of unemployment benefits. The resolution of these matters remains uncertain and therefore the impact on the economy, which is still in a slow recovery mode, is unknown at this time.

TAX MATTERS

[Update by Bond Counsel.]

In the opinion of Squire Sanders (US) LLP and D. Seaton and Associates, Bond Counsel, under existing law: (i) interest on the Series 2013 Revenue Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; and (ii) the Series 2013 Revenue Bonds and the income thereon are exempt from taxation under the laws of the State of Florida, except estate taxes imposed by Chapter 198, Florida Statutes, as amended, and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. Bond Counsel expresses no opinion as to any other tax consequences regarding the Series 2013 Revenue Bonds.

The opinion on tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the County contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2013 Revenue Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of the County's representations and certifications or the continuing compliance with the County's covenants.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel's legal judgment as to exclusion of interest on the Series 2013 Revenue Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service ("IRS") or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the County may cause loss of such status and result in the interest on the Series 2013 Revenue Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2013 Revenue Bonds. The County has covenanted to take the actions required of it for the interest on the Series 2013 Revenue Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2013 Revenue Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Revenue Bonds or the market value of the Series 2013 Revenue Bonds.

A portion of the interest on the Series 2013 Revenue Bonds earned by certain corporations may be subject to a federal corporate alternative minimum tax. In addition, interest on the Series 2013 Revenue Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2013 Revenue Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2013 Revenue Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2013 Revenue Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2013 Revenue Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2013 Revenue Bonds will not have an adverse effect on the tax status of interest on the Series 2013 Revenue Bonds or the market value or marketability of the Series 2013 Revenue Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2013 Revenue Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, both the American Jobs Act of 2011 proposed by President Obama on September 12, 2011, and introduced into the Senate on September 13, 2011, and the federal budget for fiscal year 2013 as proposed by President Obama on February 13, 2013, contain provisions that could, among other things, result in additional federal income tax for tax years beginning after 2013 on taxpayers that own tax-exempt obligations, including the Series 2013 Revenue Bonds, if they have incomes above certain thresholds.

Prospective purchasers of the Series 2013 Revenue Bonds should consult their own tax advisers regarding pending or proposed federal and state tax legislation and court proceedings, and prospective purchasers of the Series 2013 Revenue Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Bond Counsel's engagement with respect to the Series 2013 Revenue Bonds ends with the issuance of the Series 2013 Revenue Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the County or the owners of the Series 2013 Revenue Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2013 Revenue Bonds, under current IRS procedures, the IRS will treat the County as the taxpayer and the beneficial owners of the Series 2013 Revenue Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Series 2013 Revenue Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Series 2013 Revenue Bonds.

Original Issue Discount and Original Issue Premium

Certain of the Series 2013 Revenue Bonds ("Discount Series 2013 Revenue Bonds") as indicated on the inside cover of this Official Statement were offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a

Discount Series 2013 Revenue Bond. The issue price of a Discount Series 2013 Revenue Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Series 2013 Revenue Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Series 2013 Revenue Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Series 2013 Revenue Bond (i) is interest excluded from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2013 Revenue Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Series 2013 Revenue Bond. The amount of OID that accrues each year to a corporate owner of a Discount Series 2013 Revenue Bond is taken into account in computing the corporation's liability for federal alternative minimum tax. A purchaser of a Discount Series 2013 Revenue Bond in the initial public offering at the price for that Discount Series 2013 Revenue Bond stated on the inside cover of this Official Statement who holds that Discount Series 2013 Revenue Bond to maturity will realize no gain or loss upon the retirement of that Discount Series 2013 Revenue Bond.

Certain of the Series 2013 Revenue Bonds ("Premium Series 2013 Revenue Bonds") as indicated on the inside cover of this Official Statement were offered and sold to the public at a price in excess of their stated redemption price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Series 2013 Revenue Bond, based on the yield to maturity of that Premium Series 2013 Revenue Bond (or, in the case of a Premium Series 2013 Revenue Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Series 2013 Revenue Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Series 2013 Revenue Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Series 2013 Revenue Bond, the owner's tax basis in the Premium Series 2013 Revenue Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Series 2013 Revenue Bond for an amount equal to or less than the amount paid by the owner for that Premium Series 2013 Revenue Bond. A purchaser of a Premium Series 2013 Revenue Bond in the initial public offering at the price for that Premium Series 2013 Revenue Bond stated on the inside cover of this Official Statement who holds that Premium Series 2013 Revenue Bond to maturity (or, in the case of a callable Premium Series 2013 Revenue Bond, to its earlier call date that results in the lowest yield on that Premium Series 2013 Revenue Bond) will realize no gain or loss upon the retirement of that Premium Series 2013 Revenue Bond.

Owners of Discount Series 2013 Revenue Bonds and Premium Series 2013 Revenue Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Series 2013 Revenue Bonds or Premium Series 2013 Revenue Bonds and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

LIMITATION ON STATE REVENUES

At the November 8, 1994 general election, Florida voters approved an amendment to Article VII, Section 1(e) of the Florida Constitution (the "Amendment"). The Amendment provides that State revenues collected for any fiscal year of the State shall be limited to State revenues allowed under the Amendment for the prior fiscal year, plus an adjustment for growth. As used in the Amendment, "growth" means an amount equal to the average annual rate of growth in Florida personal income over the most recent twenty quarters times the State revenues allowed under the Amendment for the prior fiscal year. State revenues collected for any fiscal year in excess of this limitation are required to be transferred to the budget stabilization fund until the fund reaches the maximum balance specified in Section 19(g) of Article III of the Florida Constitution, and thereafter is required to be refunded to taxpayers, as provided by general law. The limitation on State revenues imposed by the Amendment may be increased (i.e. the cap set for the collection of State revenues by the Amendment may be increased) by a two-thirds vote of each house of the State Legislature.

The term "State Revenues," as used in the Amendment, means taxes, fees, licenses and charges for services imposed by the State Legislature on individuals, businesses, or agencies outside State government. However, the term "State Revenues" does not include: (i) revenues that are necessary to meet the requirements set forth in documents authorizing the issuance of bonds by the State; (ii) revenues that are used to provide matching funds for the federal Medicaid program, with the exception of the revenues used to support the Public Medical Assistance Trust Fund or its successor program and with the exception of State matching funds used to fund elective expansions made after July 1, 1994; (iii) proceeds from the State lottery returned as prizes; (iv) receipts of the Florida Hurricane Catastrophe Fund; (v) balances carried forward from prior fiscal years; (vi) taxes, licenses, fees and charges for services imposed by local, regional or school district governing bodies; or (vii) revenue from taxes, licenses, fees and charge fees for services required to be imposed by any amendment or revision to the Florida Constitution after July 1, 1994. The Amendment took effect on January 1, 1995 and first applied to State fiscal year 1995-96, which began July 1, 1995.

The Amendment requires the State Legislature, by general law, to prescribe procedures necessary to administer it. As of the date of this Official Statement, no such procedures have been prescribed.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the County to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the County in good faith believes that such disclosure would not be considered material by a reasonable investor, such disclosures may be omitted. The County is not and has not been in default as to principal and interest on bonds or other debt obligations which it has issued, whether as the principal obligor or as a conduit.

There are several special purpose governmental authorities in the County that serve as conduit issuers of private activity bonds for such purposes as housing, industrial development, and health care. Defaults have occurred in connection with some of those private activity bonds; however, such defaults affect only such defaulted issues and will have no effect on the Series 2013 Revenue Bonds. The County had no obligation to pay such bonds and the conduit issuers had only a limited obligation to pay such bonds from the payments made by the underlying obligors with respect to such issues. Therefore, the County in good faith believes that defaults relating to conduit issuers are not material with regard to the Series 2013 Revenue Bonds and any disclosure concerning any defaults of conduit financings is not necessary.

CONTINUING DISCLOSURE

In the Series 2013 Resolution, the County has covenanted, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of Rule 15c2-12, as amended (the "Rule") of the Securities and Exchange Commission ("SEC"), to provide or cause to be provided as described below, for the benefit of the Beneficial Owners of the Series 2013 Revenue Bonds, the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ending September 30, 2013:

- (1) [Information related to Net Revenues for the Seaport Department and....]
- (2) The Seaport Department's Comprehensive Annual Financial Report utilizing generally accepted accounting principles applicable to local governments.

Such information will be filed through the Electronic Municipal Market Access System ("EMMA") maintained by the Municipal Securities Rulemaking Board ("MSRB") and may be accessed through the Internet at emma.msrb.org.

The information in paragraphs (1) and (2) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year, commencing June 1, 2013. [The Seaport Department's Comprehensive Annual Financial Report referred to in paragraph (2) above is expected to be available separately from the information in

paragraph (1) above and will be provided by the County as soon as practical after the acceptance of the Seaport Department's audited financial statements from the auditors by the Seaport Department.] The Seaport Department's Comprehensive Annual Financial Report is generally available within eight months from the end of the Fiscal Year. The County has agreed that if audited financial information is not available within eight months of the end of the Fiscal Year, it will provide unaudited information within eight months from the end of the Fiscal Year and provide audited financial statements as soon after such time as they become available.

The County has agreed to file with EMMA in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2013 Revenue Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit facility providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2013 Revenue Bonds, or other material events affecting the tax status of the Series 2013 Revenue Bonds;
- (7) modifications to rights of holders of the Series 2013 Revenue Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasance of all or any portion of the Series 2013 Revenue Bonds;
- (10) release, substitution, or sale of any property securing repayment of the Series 2013 Revenue Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);
- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

The County has agreed to provide or cause to be filed with EMMA in a timely manner, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

The foregoing obligations of the County shall remain in effect only so long as the Series 2013 Revenue Bonds are Outstanding. The County has reserved the right to terminate its obligation to provide the Annual Information and notices of reportable events, as set forth above, if and when the County no longer remains an "obligated person" with respect to the Series 2013 Revenue Bonds within the meaning of the Rule.

In the event that the SEC approves any municipal securities information repository ("MSIR"), other than EMMA, after the date of issuance of the Series 2013 Revenue Bonds, the County will, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide such information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

The requirements of filing the Annual Information do not necessitate the preparation of any separate annual report addressing only the Series 2013 Revenue Bonds. The requirements may be met by the filing of an annual information statement or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any official statement of the County, provided such official statement is filed with the MSRB.

The County has reserved the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County has agreed that any such modification will be done in a manner consistent with the Rule.

Except to cure any ambiguity, inconsistency or formal defect or omission in the relevant provisions of the Resolution, the County covenants as to continuing disclosure with respect to the Series 2013 Revenue Bonds (the "Covenants") may be amended if:

- (A) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2013 Revenue Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by the Board, counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or
- (B) all or any part of the Rule, as interpreted by staff of the SEC at the date of adoption of the Resolution, ceases to be in effect for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

Any assertion of beneficial ownership must be filed, with full documentary support, as part of the written request described above.

Limited Information; Limited Rights of Enforcement

The County's obligation under its continuing disclosure undertaking with respect to the Series 2013 Revenue Bonds is limited to supplying limited information at specified times and may not provide all information necessary to determine the value of the Series 2013 Revenue Bonds at any particular time.

The County has agreed that its continuing disclosure undertaking is intended to be for the benefit of the Beneficial Owners of the Series 2013 Revenue Bonds and shall be enforceable by such Beneficial Owners if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided, however, that any Beneficial Owner's right to enforce the provisions of the undertaking

shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the County's obligations with respect to continuing disclosure under the Series 2013 Resolution in a federal or state court located within the County, and any failure by the County to comply with the provisions of the undertaking shall not be a default with respect to the Series 2013 Revenue Bonds.

Continuing Disclosure Compliance by County

The County has complied in all material respects with all continuing disclosure commitments previously made by the County with respect to previously issued obligations.

LEGAL MATTERS

Certain legal matters incident to the issuance of the Series 2013 Revenue Bonds and with regard to the tax-exempt status of the interest on the [Tax Exempt Series 2013 Revenue Bonds _____] (see "TAX MATTERS") are subject to the legal opinions of Squire Sanders (US) LLP, Miami, Florida, and D. Seaton and Associates, Miami, Florida, Bond Counsel to the County. The signed legal opinions of Bond Counsel, substantially in the form attached hereto as APPENDIX D, dated and premised on law in effect as of the date of issuance of the [Tax Exempt] Series 2013 Revenue Bonds, will be delivered on the date of issuance of the Series 2013 Revenue Bonds. The actual legal opinions to be delivered may vary from the form attached hereto to reflect facts and law on the date of delivery. The opinions will speak only as of their date, and subsequent distribution of them by recirculation of this Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinions subsequent to their date of issuance. Certain other legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain legal matters relating to disclosure will be passed upon for the County by Hunton & Williams LLP, Miami, Florida, and Law Offices Thomas H. Williams, Jr., P.L., Miami, Florida, Disclosure Counsel. _____, is acting as counsel to the Underwriters. The fees payable to Bond Counsel, Disclosure Counsel and Underwriters' counsel are contingent upon the issuance and delivery of the Series 2013 Revenue Bonds.

While Bond Counsel has participated in the preparation of certain portions of this Official Statement, it has not been engaged by the County to confirm or verify, and, except as may be set forth in the opinions of Bond Counsel delivered to the Underwriters, expresses and will express no opinion as to the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the County or the Series 2013 Revenue Bonds that may be prepared or made available by the County, the Underwriters or others to the Holders of the Series 2013 Revenue Bonds or other parties.

The proposed text of the legal opinions to be delivered to the County by Disclosure Counsel is set forth as APPENDIX E to this Official Statement. The actual legal opinions to be delivered may vary from the text of APPENDIX E, if necessary, to reflect facts and law on the date of delivery of the Series 2013 Revenue Bonds.

The legal opinions of Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made to Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney as of the date thereof. Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2013 Revenue Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

There is no litigation pending or, to the knowledge of the County, threatened, seeking to restrain or enjoin the issuance or delivery of the Series 2013 Revenue Bonds or questioning or affecting the validity of the Series 2013 Revenue Bonds or the proceedings and authority under which they are to be issued or which, if it were decided against the County would have a materially adverse effect upon the financial affairs of the County. Neither the creation, organization or existence, nor the title of the present members or other officers of the Board to their respective offices is being contested.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

_____ (the "Verification Agent") has verified the arithmetical accuracy of (a) certain computations relating to the sufficiency of forecasted receipts of principal and interest on the investments and cash deposited in the Escrow Deposit Trust Funds to pay the principal of and interest [or Compounded Amounts] and, as applicable, redemption premium on the Refunded Bonds, on their respective redemption or maturity dates and (b) computation of the yields on the Series 2013 Revenue Bonds and such investments. See "PLAN OF FINANCE AND REFUNDING." Such verification will be relied upon by Bond Counsel to support their opinions related to tax matters. Such verification will be based in part on schedules supplied to the Verification Agent by the Financial Advisory.

FINANCIAL ADVISOR

Public Resources Advisory Group, St. Petersburg, Florida, is the Financial Advisor to the County with respect to the issuance and sale of the Series 2013 Revenue Bonds. The Financial Advisor has assisted the County in the preparation of this Official Statement and has advised the County as to other matters relating to the planning, structuring and issuance of the Series 2013 Revenue Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

Public Resources Advisory Group is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

UNDERWRITING

Raymond James & Associates, Inc., for itself and the underwriters listed on the cover page of this Official Statement and identified in the Bond Purchase Agreement between such Underwriters and the County with respect to the Series 2013 Revenue Bonds (the "Underwriters") have agreed, subject to certain conditions, to purchase the Series 2013 Revenue Bonds from the County at an aggregate purchase price of \$_____, representing the original principal amount of \$_____ less an underwriters' discount of \$_____ (representing approximately ___% of the principal amount of the Series 2013 Revenue Bonds). The Underwriters' obligations are subject to certain conditions precedent and the Underwriters shall be obligated to purchase all of the Series 2013 Revenue Bonds if any Series 2013 Revenue Bonds are purchased. The Series 2013 Revenue Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2013 Revenue Bonds into investment trusts) at prices lower than such public offering prices, which may be changed, from time to time, by the Underwriters.

[Additional language.]

RATINGS

Standard & Poor's Ratings Services, Moody's Investors Service, Inc. and Fitch Ratings have assigned ratings to the Series 2013 Revenue Bonds of "___" with a "[_____] outlook," "___" with a "[_____] outlook," and "___" with a "[_____] outlook," respectively. The ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of their own. There is no assurance such ratings will continue for any given period of time

or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2013 Revenue Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2013 Revenue Bonds upon an event of default under the Ordinance are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the 1997 Ordinance may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Revenue Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2013 Revenue Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by equitable remedies and proceedings generally.

CERTIFICATE CONCERNING THE OFFICIAL STATEMENT

Concurrently with the delivery of the Series 2013 Revenue Bonds, the County will furnish its certificate, executed by the County's Finance Director to the effect that, to the best of his knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2013 Revenue Bonds, does not contain any untrue statement of material fact and does not omit any material fact that should be included in this Official Statement for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained in this Official Statement, in light of the circumstances under which they were made, not misleading.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2013 Revenue Bonds, the security for the payment of the Series 2013 Revenue Bonds and the rights and obligations of the owners of the Series 2013 Revenue Bonds.

The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

Any statement made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, is set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The delivery and the distribution of this Official Statement has been duly authorized by the Board.

EXHIBIT E

2013 ESCROW DEPOSIT AGREEMENT

On file with the Clerk's office

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Agenda Item No. 5(L)

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit (GSAF), by approving the continuation of a one (1) pay step reduction to the Night Shift Differential negotiated into the parties' 2011-2014 Collective Bargaining Agreement.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of an employee concession in the form of a one (1) pay step reduction to the Night Shift Differential implemented as a result of the 2011-2014 Collective Bargaining Agreement. If this concession does not continue, specific to GSAF Local 100 Professional employees, the fiscal impact to the FY 2013-14 Proposed Budget is \$144,000 for the reopener referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed that these concessions be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On December 19, 2011, the Board ratified the successor 2011-14 Collective Bargaining Agreement between GSAF Local 100 Professional employees and the County. This Collective Bargaining Agreement, in-part, provided for a one (1) pay step reduction to the Night Shift Differential.

The agreed to concession was implemented and the Night Shift Differential was reduced through September 30, 2014. However, either party had the right to reopen the Agreement to negotiate whether the concession would continue in the third year of the Collective Bargaining Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013, and continuing through July 8, 2013. In the event that agreement on continuation of the above-described concession could not be reached, the collective bargaining agreement provides that the Special Magistrate process be waived and that the

dispute be submitted to the Board at the second regular meeting in July 2013. The five percent (5%) contribution to the cost of group health remains a negotiable item, which must be resolved by January 2014.

Impasse

The parties are at impasse over the continuation of the one (1) pay step reduction to the Night Shift Differential through the third year of the Collective Bargaining Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board its recommendation to continue this employee concession through September 30, 2014.

This recommendation is not made lightly. The continuation of this concession will continue to have a financial impact on employees, but it is necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions continue for FY 2013-14. Potential impacts can be mitigated by adopting the Administration's impasse recommendation.

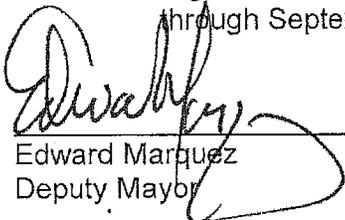
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the one pay step reduction to the Night Shift Differential for the third year of the Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one year.

Below is a summary of the contractual change affecting the employees covered by this Collective Bargaining Agreement. The terms of this change do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Collective Bargaining Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provision will continue:

Term of Agreement

This is a three year contract for the period of October 1, 2011 through September 30, 2014.

- ***Night Shift Differential***
 - Night Shift Differential pay will be reduced from two (2) pay steps to one (1) pay step through September 30, 2014.



Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(L)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(L)
7-16-13

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA,
OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT

WHEREAS, Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit entered into a collective bargaining agreement for the period of 2011-14; and

WHEREAS, the parties agreement includes a reopener regarding the continuation of an economic concession contained in Article 36 Night Shift Differential, of the Agreement; and

WHEREAS, the County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit have negotiated for a reasonable period of time on whether the continuation of a concession implemented as a result of the 2011-14 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on one (1) item: the continuation of a one (1) pay step reduction to the Night Shift Differential; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or Mayor's designee on behalf of the County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issue resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concession for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.

let-

Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 5(M)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the American Federation of State, County and Municipal Employees, Solid Waste Employees, Local 3292

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees, Solid Waste Employees (AFSCME), Local 3292 (Union), by approving the continuation of concessions in the form of suspension of Leadworker pay, change in the calculation of overtime from daily to weekly, suspension of Safety Incentive/Bonus Plan, reduction in the annual Uniform Allowance from \$250 to \$125, one (1) pay step reduction to the Night Shift Differential; suspension of Safe Driving Awards, suspension of a one (1) pay step supplement for Trash Truck Driver 1 – Roll Off Vehicle and the \$20 flat rate for Waste Equipment Operators negotiated into the parties' 2011-2014 Collective Bargaining Agreement.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of the five percent (5%) contribution of employee's base wages towards the County's cost of healthcare as well as concessions in the form of suspension of Leadworker pay, change in the calculation of overtime from daily to weekly, suspension of Safety Incentive/Bonus Plan, reduction in the annual Uniform Allowance from \$250 to \$125, one (1) pay step reduction to the Night Shift Differential; suspension of Safe Driving Awards, suspension of a one (1) pay step supplement for Trash Truck Driver 1 – Roll Off Vehicle and the \$20 flat rate for Waste Equipment Operators implemented as a result of the 2011-2014 Collective Bargaining Agreement. If these concessions do not continue, specific to AFSCME Local 3292, the fiscal impact to the FY 2013-14 Proposed Budget is \$1.3 million; \$1.1 million for the five percent (5%) employee base wage contribution and \$303,000 for the reopeners referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed concessions and the contribution of five percent (5%) of base wages be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On January 12, 2012, the Board ratified the successor 2011-14 Collective Bargaining Agreement between AFSCME Local 3292 and the County. This Agreement, in-part, provided for the following:

- suspension of Leadworker pay;
- change in the calculation of overtime from daily to weekly;
- suspension of Safety Incentive/Bonus Plan;
- reduction in the annual Uniform Allowance from \$250 to \$125;
- one (1) pay step reduction to the Night Shift Differential;
- suspension of Safe Driving Awards; and
- suspension of a one (1) pay step supplement for Trash Truck Driver 1 – Roll Off Vehicle and the \$20 flat rate for Waste Equipment Operators.

These agreed to concessions were implemented and benefits reduced through September 30, 2014. However, either party had the right to reopen the Agreement to negotiate whether these concessions would continue in the third year of the Collective Bargaining Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. Additionally, the monies comprising the healthcare contribution was to be reinstated effective January 1, 2014, but the County had the right to reopen this provision for the purpose of negotiating whether the employee contribution will be continued. In the event that agreement on continuation of the above-described concessions and the continued contribution to the cost of healthcare could not be reached, the collective bargaining agreement provides that the Special Magistrate process be waived and that the dispute be submitted to the Board at the second regular meeting in July 2013.

Impasse

The parties are at impasse over the continuation of the employees' five percent (5%) healthcare contribution effective January 1, 2014 and the other above-described concessions through the third year of the 2011-14 Collective Bargaining Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board its recommendation to continue these employee concessions through September 30, 2014. The five percent (5%) contribution to the cost of group health remains a negotiable item, which must be resolved by January 2014.

This recommendation is not made lightly. The continuation of the five percent (5%) healthcare contribution and the other concessions will continue to have a financial impact on employees, but they are necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions will continue for FY 2013-14. Potential impacts can be mitigated by adopting the Administration's impasse recommendation.

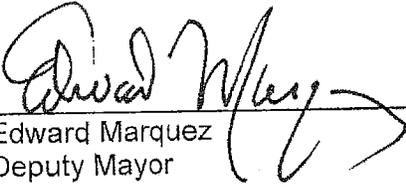
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the five percent (5%) healthcare contribution effective January 1, 2014 and the other described concessions for the third year of the Collective Bargaining Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one year.

Below is a summary of the contractual changes affecting the employees covered by this Collective Bargaining Agreement. The terms of these changes do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provisions will continue:

Term of Agreement

This is a three year contract for the period of October 1, 2011 through September 30, 2014.

- **Wages**
 - All employees in Bargaining Unit classifications will continue to contribute five percent (5%) of base wages towards the County's cost of healthcare as of January 1, 2014.
- **Leadworker**
 - The Leadworker supplement of one (1) pay step will continue to be suspended through September 30, 2014.
- **Overtime**
 - Work performed by non-job basis (hourly) employees in excess of 40 hours of straight time work per week will be paid at the overtime rate. This provision will be continued through September 30, 2014. This overtime calculation complies with the provisions of the Fair Labor Standards Act (FLSA).
- **Safety Incentive/Bonus and Safe Driving Awards**
 - Safety Incentive/Bonus and Safe Driving Awards will continue to be suspended through September 30, 2014.
- **Uniform Allowance**
 - The annual Uniform Maintenance Allowance will continue to be reduced from \$250 to \$125 through September 30, 2014.
- **Night Shift Differential**
 - Night Shift Differential pay will be reduced from two (2) pay steps to one (1) pay step through September 30, 2014.
- **Other Special Wage Provisions**
 - The one pay step supplement for Trash Truck Driver 1 – Roll Off Vehicle and the \$20 flat rate for Waste Equipment Operator will continue to be suspended through September 30, 2014.


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5 (M)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(M)
7-16-13

RESOLUTION NO. _____

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

WHEREAS, Miami-Dade County and the American Federation of State, County and Municipal Employees, Solid Waste Employees, Local 3292 entered into a collective bargaining agreement for the period 2011-2014; and

WHEREAS, the parties' agreement includes reopeners regarding the continuation of certain economic concessions contained in Article 23 Leadworker, Article 36 Overtime Compensation, Article 41 Wages, Article 39 Safety Incentive/Bonus Plan, Article 43 Uniforms, Article 48 Night Shift Pay Differential, Article 50 Safe Driving Awards, and Article 69 Special Wage Provisions, of the Agreement; and

WHEREAS, the County and Local 3292, have negotiated for a reasonable period of time on whether the continuation of concessions implemented as a result of the 2011-2014 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on nine (9) items: the continuation of the five percent (5%) contribution of employee's base wages towards the County's cost of healthcare, the suspension of Leadworker pay, the change in the calculation of overtime from daily to weekly, the suspension of Safety Incentive/Bonus Plan, a reduction in the annual Uniform Allowance from \$250 to \$125, a one (1) pay step reduction to the Night Shift

Differential, the suspension of the Safe Driving Awards, and a suspension of a one (1) pay step supplement for Trash Truck Driver 1 -- Roll Off Vehicle, and the \$20 flat rate for Waste Equipment Operators; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or his designee on behalf of the County and the American Federation of State, County and Municipal Employees, Solid Waste Employees, Local 3292 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concessions for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day
of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption
unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this
Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Agenda Item No. 5(N)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Supervisory Employees Unit

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Supervisory Employees Unit (GSAF), by approving the continuation of a one (1) pay step reduction to the Night Shift Differential negotiated into the parties' 2011-2014 Collective Bargaining Agreement.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of an employee concession in the form of a one (1) pay step reduction to the Night Shift Differential implemented as a result of the 2011-2014 Collective Bargaining Agreement. If this concession does not continue, specific to GSAF Local 100 Supervisory employees, the fiscal impact to the FY 2013-14 Proposed Budget is \$753,239 for the reopener referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed that these concessions be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On December 19, 2011, the Board ratified the successor 2011-14 Collective Bargaining Agreement between GSAF Local 100 Supervisory employees and the County. This Collective Bargaining Agreement, in-part, provided for a one (1) pay step reduction to the Night Shift Differential.

The agreed to concession was implemented and the Night Shift Differential was reduced through September 30, 2014. However, either party had the right to reopen the Collective Bargaining Agreement to negotiate whether the concession would continue in the third year of the Collective Bargaining Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013, and continuing through July 8, 2013. In the event that agreement on continuation of the above-described concession could not be reached, the Collective Bargaining Agreement provides that the Special

Magistrate process be waived and that the dispute be submitted to the Board at the second regular meeting in July 2013. The five percent (5%) contribution to the cost of group health remains a negotiable item, which must be resolved by January 2014.

Impasse

The parties are at impasse over the continuation of the one (1) pay step reduction to the Night Shift Differential through the third year of the 2011-14 Collective Bargaining Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board its recommendation to continue this employee concession through September 30, 2014.

This recommendation is not made lightly. The continuation of this concession will continue to have a financial impact on employees, but it is necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions continue for FY 2013-14. Potential impacts can be mitigated by adopting the Administration's impasse recommendation.

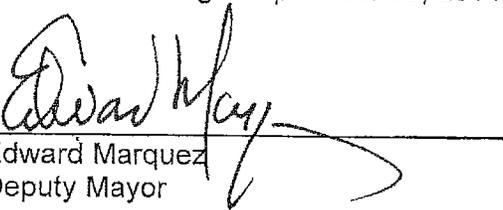
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the one pay step reduction to the Night Shift Differential for the third year of the Collective Bargaining Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one year.

Below is a summary of the contractual change affecting the employees covered by this Collective Bargaining Agreement. The terms of this change do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provision will continue:

Term of Agreement

This is a three year contract for the period of October 1, 2011 through September 30, 2014.

- ***Night Shift Differential***
 - Night Shift Differential pay will be reduced from two (2) pay steps to one (1) pay step through September 30, 2014.


Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(N)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(N)
7-16-13

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
GOVERNMENT SUPERVISORS ASSOCIATION OF
FLORIDA, OPEIU, LOCAL 100 SUPERVISORY EMPLOYEES
UNIT

WHEREAS, Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Supervisory Employees Unit entered into a collective bargaining agreement for the period of 2011-14; and

WHEREAS, the parties agreement includes a reopener regarding the continuation of an economic concession contained in Article 36 Night Shift Differential of the Agreement; and

WHEREAS, the County and the Government Supervisors Association of Florida, OPEIU, Local 100 Supervisory Employees Unit have negotiated for a reasonable period of time on whether the continuation of a concession implemented as a result of the 2011-14 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on one (1) item: the continuation of a one (1) pay step reduction to the Night Shift Differential; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or his designee on behalf of the County and the Government Supervisors Association of Florida, OPEIU, Local 100 Supervisory Employees Unit shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issue resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concession for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lee Kraftchick

Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Agenda Item No. 5(0)

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the American Federation of State, County and Municipal Employees, General Employees, Local 199

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the American Federation of State, County and Municipal Employees, General Employees (AFSCME), Local 199 (Union) by approving the continuation of concessions in the form of a one percent reduction in all 199 bargaining unit employee's base pay, a reduction in Call-Back guaranteed hours from four hours pay to three hours pay, and a reduction in On-Call pay steps from two steps to one step.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of employee concessions in the form of a one percent reduction in all 199 bargaining unit employee's base pay, a reduction in Call-Back guaranteed hours from four hours pay to three hours pay, and a reduction in On-Call pay steps from two steps to one step implemented as a result of the 2011-2014 Collective Bargaining Agreement. If these concessions do not continue specific to AFSCME Local 199, the fiscal impact to the FY 2013-14 Proposed Budget is \$5.438 million for the reopeners referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed that these concessions be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On January 24, 2012, the Board ratified the successor 2011-14 Collective Bargaining Agreement between AFSCME Local 199 and the County. This Collective Bargaining Agreement, in-part, provided for the following:

- a one percent reduction in all 199 bargaining unit employee's base pay;
- a reduction in Call-Back guaranteed hours from four hours pay to three hours pay; and
- a reduction in On-Call pay steps from two steps to one step.

These agreed to concessions were implemented and benefits reduced through September 30, 2014. However, either party had the right to reopen the Collective Bargaining Agreement to negotiate whether these concessions would continue in the third year of the Collective Bargaining Agreement (FY 2013-14) by

scheduling negotiations beginning on June 4, 2013, and continuing through July 8, 2013. In the event that agreement on continuation of the above-described concessions could not be reached, the Collective Bargaining Agreement provides that the Special Magistrate process be waived and that the dispute be submitted to the Board at the second regular meeting in July 2013.

Impasse

The parties are at impasse over the continuation of the one percent reduction in all 199 bargaining unit employee's base pay, a reduction in Call-Back guaranteed hours from four hours pay to three hours pay, and a reduction in On-Call pay steps from two steps to one step through the third year of the 2011-14 Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board our recommendation to continue these employee concessions through September 30, 2014. The five percent (5%) contribution to the cost of group health remains a negotiable item, which must be resolved by January 2014.

This recommendation is not made lightly. The continuation of the concessions will continue to have a financial impact on employees, but they are necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions continue for FY2013-24. Potential negative impacts can be mitigated by adopting the Administration's impasse recommendation.

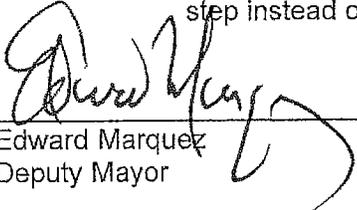
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the one percent reduction in all 199 bargaining unit employee's base pay, a reduction in Call-Back guaranteed hours from four hours pay to three hours pay, and a reduction in On-Call pay steps from two steps to one step for the third year of the Collective Bargaining Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one year.

Below is a summary of the contractual changes affecting the employees covered by this Collective Bargaining Agreement. The terms of these changes do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provisions will continue:

Term of Agreement

This is a three year contract for the period of October 1, 2011 through September 30, 2014.

- **Wages**
 - All employees in Bargaining Unit classifications shall receive a one percent wage decrease in base pay.
- **Call-Back**
 - Employees called back to work shall be guaranteed at least three hours pay instead of four hours pay.
- **On-Call**
 - Specific employees placed on On-Call will receive compensation in the amount of one pay step instead of two pay steps.



Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(O)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(O)
7-16-13

RESOLUTION NO. _____

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

WHEREAS, the County and the American Federation of State, County and Municipal Employees, General Employees, Local 199 entered into a collective bargaining agreement for the period 2011-2014; and

WHEREAS, the parties' agreement includes reopeners regarding the continuation of certain economic concessions contained in Article 38 Call-Back, Article 39 On-Call and Article 42 Wages of the Agreement; and

WHEREAS, the County and AFSCME Local 199, have negotiated for a reasonable period of time on whether the continuation of concessions implemented as a result of the 2011-2014 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on three (3) items: a one (1) percent reduction in all 199 bargaining unit employee's base pay, a reduction in Call-Back guaranteed hours from four (4) hours pay to (3) hours pay, and a reduction in On-Call pay steps from two (2) steps to one (1) step ; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or his designee on behalf of the County and American Federation of State, County and Municipal Employees, General Employees, Local 199 shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concessions for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the Dade County Police Benevolent Association - Supervisory Unit

Agenda Item No. 5(P)

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the Dade County Police Benevolent Association - Supervisory Unit (Union), by approving the continuation of concessions, in the form of reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential negotiated into the parties' 2011-2014 Collective Bargaining Agreement.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of employee concessions, in the form of reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential implemented as a result of the 2011-2014 Collective Bargaining Agreement. If these concessions do not continue, specific to the Dade County Police Benevolent Association - Supervisory Unit employees, the fiscal impact to the FY 2013-14 Proposed Budget is \$2.270 million for reopeners referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed that these concessions be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Mr. Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On December 6, 2011, the Board ratified the successor 2011-14 Collective Bargaining Agreement between the Dade County Police Benevolent Association - Supervisory Unit employees and the County. This Collective Bargaining Agreement, in-part, provided reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential.

These agreed to concessions were implemented and Call Back, Court Time, and Night Shift Differential were reduced through September 30, 2014. However, either party had the right to reopen the Agreement to negotiate whether these concessions would continue in the third year of the Collective

Bargaining Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013, and continuing through July 8, 2013. In the event that agreement on continuation of the above-described concessions could not be reached, the collective bargaining agreement provides that the Special Magistrate process be waived and that the dispute be submitted to the Board at the second regular meeting in July 2013. The five percent (5%) contribution to group health remains a negotiable item, which must be resolved by January 2014.

Impasse

The parties are at impasse over the continuation of the reductions to Call Back to a minimum guarantee of one hour instead of four hours, Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential, through the third year of the 2011-14 Collective Bargaining Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board its recommendation to continue these employee concessions through September 30, 2014.

This recommendation is not made lightly. The continuation of these concessions will continue to have a financial impact on employees, but it is necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions continue for FY 2013-14. Potential impacts can be mitigated by adopting the Administration's impasse recommendation.

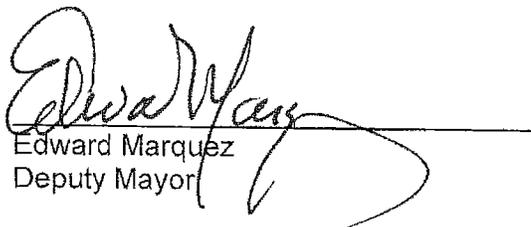
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the reductions to Call Back to a minimum guarantee of one hour instead of four hours, Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential for the third year of the Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year.

Below is a summary of the contractual changes affecting the employees covered by this Collective Bargaining Agreement. The terms of this change do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Collective Bargaining Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provisions will continue:

Term of Agreement

This is a three (3) year contract for the period of October 1, 2011 through September 30, 2014.

- **Call Back, Court Time and Special Emergencies**
 - Call Back pay will be reduced from a minimum of four (4) hours guaranteed to a one (1) hour guarantee through September 30, 2014.
 - Court Time pay will be reduced from a minimum of four (4) hours guaranteed to a two (2) hour guarantee through September 30, 2014.
- **Premium Pay**
 - Night Shift Differential pay will be reduced from two (2) pay steps to one (1) pay step through September 30, 2014.


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(P)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(P)
7-16-13

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
DADE COUNTY POLICE BENEVOLENT ASSOCIATION –
(PBA) SUPERVISORY UNIT

WHEREAS, the County and the Dade County Police Benevolent Association-Supervisory Unit entered into a collective bargaining agreement for the period 2011-2014; and

WHEREAS, the parties' agreement includes reopeners regarding the continuation of certain economic concessions contained in Article 26 Call-Back, Court Time, Special Emergencies and Article 36 Premium Pay, Section M, Night Shift Differential; and

WHEREAS, the County and PBA – Supervisory Unit, have negotiated for a reasonable period of time on whether the continuation of concessions implemented as a result of the 2011-2014 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on three (3) items: reducing the Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues ,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or his designee on behalf of the County and the Dade County Police Benevolent Association - Supervisory Unit shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concessions for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.

Lek.

Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Agenda Item No. 5(Q)

Subject: Recommendation for Resolving the Collective Bargaining Impasse Between Miami-Dade County and the Dade County Police Benevolent Association - Rank and File Unit

Recommendation

It is recommended that the Board of County Commissioners (Board) resolve the Collective Bargaining Impasse between Miami-Dade County and the Dade County Police Benevolent Association - Rank and File Unit (Union), by approving the continuation of concessions, in the form of reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential negotiated into the parties' 2011-2014 Collective Bargaining Agreement.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2013-14 Proposed Budget is predicated upon the continuation of employee concessions, in the form of reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours and a one pay step reduction in Night Shift Differential implemented as a result of the 2011-2014 Collective Bargaining Agreement. If these concessions do not continue, specific to the Dade County Police Benevolent Association - Rank and File Unit employees, the fiscal impact to the FY 2013-14 Proposed Budget is \$12 million for reopeners referenced in the Impasse Section of this memorandum.

During negotiations, the Administration proposed that these concessions be kept in place in light of our continued budgetary challenges. The Administration's position to retain the current concessions is based on its commitment to maintain the current level of service throughout FY 2013-14.

The Union disagrees with this proposal. The parties have agreed to submit their dispute directly to the Board as an impasse item for resolution in accordance with State law.

Track Record/Monitor

The Director of Labor Management and Compensation, Michael Snyder, monitors and oversees the administration of this Collective Bargaining Agreement.

Background

On December 6, 2011, the Board ratified the successor Collective Bargaining Agreement between the Dade County Police Benevolent Association - Rank and File Unit employees and the County. This Collective Bargaining Agreement, in-part, provided reducing Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential.

These agreed to concessions were implemented and Call Back, Court Time and Night Shift Differential, were reduced through September 30, 2014. However, either party had the right to reopen the Collective Bargaining Agreement to negotiate whether these concessions would continue in the third year of the Collective Bargaining Agreement (FY 2013-14) by scheduling negotiations beginning on June 4, 2013, and

continuing through July 8, 2013. In the event that agreement on continuation of the above-described concessions could not be reached, the Collective Bargaining Agreement provides that the Special Magistrate process be waived and that the dispute be submitted to the Board at the second regular meeting in July 2013. The five percent (5%) contribution to the cost of group health remains a negotiable item, which must be resolved by January 2014.

Impasse

The parties are at impasse over the continuation of the reductions to Call Back to a minimum guarantee of one hour instead of four hours, Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential, through the third year of the 2011-14 Agreement. The parties have agreed to waive the Special Magistrate process and submit their dispute directly to the Board for resolution. As such, the Administration is presenting to the Board its recommendation to continue these employee concessions through September 30, 2014.

This recommendation is not made lightly. The continuation of these concessions will continue to have a financial impact on employees, but it is necessary in order to maintain the same service levels at our current projected revenues. The County's FY 2013-14 Proposed Budget assumes that all union concessions continue for FY 2013-14. Potential impacts can be mitigated by adopting the Administration's impasse recommendation.

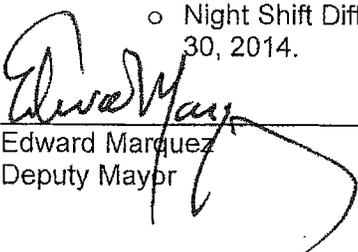
Under Florida law, the action taken by the Board will be presented to the bargaining unit members for a ratification vote. A successful ratification vote will result in the continuation of the reductions to Call Back to a minimum guarantee of one hour instead of four hours, Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential for the third year of the Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one year.

Below is a summary of the contractual changes affecting the employees covered by this Collective Bargaining Agreement. The terms of this change do not affect employees' base pay and employees will continue to be eligible for merit increases and longevity bonuses during the third year of the Collective Bargaining Agreement. Upon ratification or implementation of the Collective Bargaining Agreement, the following provisions will continue:

Term of Agreement

This is a three year contract for the period of October 1, 2011 through September 30, 2014.

- ***Call Back, Court Time and Special Emergencies***
 - Call Back pay will be reduced from a minimum of four hours guaranteed to a one hour guaranteed through September 30, 2014.
 - Court Time pay will be reduced from a minimum of four hours guaranteed to two hours guaranteed through September 30, 2014.
- ***Differentials***
 - Night Shift Differential will be reduced from two pay steps to one pay step through September 30, 2014.


Edward Marquez
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 5(Q)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(Q)
7-16-13

RESOLUTION NO. _____

RESOLUTION RESOLVING COLLECTIVE BARGAINING
IMPASSE BETWEEN MIAMI-DADE COUNTY AND THE
DADE COUNTY POLICE BENEVOLENT ASSOCIATION –
(PBA) RANK AND FILE UNIT

WHEREAS, the County and the Dade County Police Benevolent Association- Rank and File Unit entered into a collective bargaining agreement for the period 2011-2014; and

WHEREAS, the parties' agreement includes reopeners regarding the continuation of certain economic concessions contained in Article 26 Call-Back, Court Time, Special Emergencies and Article 37 Differentials; and

WHEREAS, the County and PBA – Rank and File Unit, have negotiated for a reasonable period of time on whether the continuation of concessions implemented as a result of the 2011-2014 Collective Bargaining Agreement would continue in the third (3rd) year of the Agreement (FY 2013-14); and

WHEREAS, the parties have reached an impasse in their negotiations on three (3) items: reducing the Call Back to a minimum guarantee of one hour instead of four hours, reducing Court Time to a minimum guarantee of two hours instead of four hours, and a one pay step reduction in Night Shift Differential; and

WHEREAS, the parties have jointly agreed in writing to waive the appointment of a special magistrate and proceed directly to resolution of the impasse by the Board of County Commissioners; and

WHEREAS, this Board has conducted a public hearing at which the parties were required to explain their positions regarding the impasse in negotiations; and

WHEREAS, this Board, pursuant to Fla. Stat. Sec. 447.403, is required to take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve the disputed impasse issues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor's recommendations for settling the collective bargaining impasse for the reasons set forth in the County Mayor's Memorandum. The Mayor or Mayor's designee on behalf of the County and the Dade County Police Benevolent Association - Rank and File Unit shall reduce to writing an agreement which includes those issues previously agreed to by the parties and the disputed impasse issues resolved herein. The written agreement shall be signed by the County Mayor and submitted to the bargaining unit for signature and ratification. A successful ratification vote will result in the continuation of the described concessions for the third (3rd) year of the 2011-14 Agreement. If the bargaining unit fails to ratify the action taken by the Board at impasse, the decision of the Board will be imposed for one (1) year from the date of this resolution.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

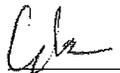
The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Lee Kraftchick

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

Supplement to
Agenda Item No. 8(C)3

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Supplement to Agenda Item Regarding the Coconut Grove Playhouse: Approval
of a Lease with the State of Florida

On July 9, 2013, the Finance Committee approved the agenda item regarding the *Coconut Grove Playhouse: Approval of a Lease with The State of Florida* for consideration by the Board of County Commissioners at its July 16, 2013 meeting. The memorandum for the agenda item explained that "the Lease will not become effective until there has been satisfactory resolution of the encumbrances affecting the title of the Coconut Grove Playhouse property." The memorandum also referenced the State of Florida's surplus property process, which was initiated through a notice sent by the State's Department of Environmental Protection (DEP). That notice, which was not attached to the original item, is now provided in this supplement, and is the source and authority for the statement that the Lease will not become effective until the encumbrances are resolved.

Attachment

A handwritten signature in black ink, appearing to read "Lisa M. Martinez".

Lisa M. Martinez
Senior Advisor, Office of the Mayor



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

MARJORY STONEMAN DOUGLAS BUILDING
3900 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

NOTICE

DATE: March 1, 2013

FROM: Tracy Peters, Senior Program Analyst
State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration

SUBJECT: NOTICE OF STATE-OWNED LAND FOR LEASE/SALE: Coconut Grove Playhouse
PID #01-4121-056-0030 - Building next to Playhouse
PID #01-4121-045-0140 - Playhouse
Dade County - Section 21, Township 54 South, South, Range 41 East
See attached legal description and map.

You are hereby notified that the state-owned land described in the attached legal description (the "Property") is currently being evaluated for lease or sale. Section 253.034(15), Florida Statutes, requires that before a building or parcel of land is offered for lease or sale to a local or federal unit of government or a private party, it shall first be offered for lease to state agencies, state universities and community colleges, with priority consideration given to state universities and community colleges. A state university or community college must submit a plan for review and approval by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees") regarding the intended use of the Property before approval of a lease. If the Board of Trustees awards a lease to a state university, community college or state agency, Section 253.034(6)(h), Florida Statutes, requires the selected entity to have the Property under lease within six (6) months from the date of expiration of this notice.

If the Property is not leased pursuant to Section 253.034(15), Florida Statutes, Miami-Dade County, Florida may elect to purchase the Property in accordance with Section 253.111, Florida Statutes. If the County or other unit of government in which the Property is located elects not to purchase the Property, state universities, community colleges and state agencies with the statutory authority to hold title to real property may, in the alternative, purchase the Property and may contact our office for additional information including the conditions of sale.

In order to assist the State of Florida Department of Environmental Protection, Division of State Lands ("DSL") and the Board of Trustees in determining the highest and best use for the Property, please evaluate whether you have any interest in the Property. You should also evaluate, consistent with your jurisdictional authority and responsibility, whether there are any public benefits in retaining state ownership of the Property. Please complete and return the attached questionnaire to this office within forty-five (45) days of receipt of this notice and refer to the respective inventory number when making comments about the Property. Failure to respond within forty-five (45) days of receipt of this notice will indicate that you have no interest in the Property. Location maps have been attached for your convenience.

The Property will be leased or conveyed in an "AS IS, WHERE IS CONDITION," without warranties or representations. DSL has obtained Old Republic National Title Insurance Company Commitment Fund File Number 01-2012-016250A, a copy of which is attached hereto (the "Title Commitment") that identifies a number of encumbrances on the Property (the "Encumbrances").

In the event the Property is leased, it will be the lessee's responsibility to satisfy and/or obtain releases of those Encumbrances identified in Schedule B-I, Nos. 8-16, inclusive, and Schedule B-II, Nos. 6 and 8 of the Title Commitment at lessee's sole cost and expense. A fully executed lease shall be held in escrow and upon satisfaction and/or release of the Encumbrances identified in this paragraph, the fully executed lease will be delivered to the lessee. If the lessee does not satisfy and/or obtain a release of the Encumbrances identified in this paragraph within 3 months of the full execution of the lease, the fully executed lease shall be returned to the Board of Trustees and the lessee's right to lease the Property shall terminate. The lessee agrees to hold harmless the Board of Trustees and the State of Florida Department of Environmental Protection against any loss or damage that the lessee may suffer as a result of the Encumbrances. In the event additional encumbrances attach to the Property prior to the execution of the lease or during the term of the lease, it will be the lessee's responsibility to remove these additional encumbrances from the Property at lessee's sole cost and expense.

In the event of a sale of the Property, the purchaser agrees to hold harmless the Board of Trustees and the State of Florida Department of Environmental Protection against any loss or damage that the purchaser may suffer as a result of the Encumbrances.

DSL makes no warranties or representations whatsoever as to the condition of the Coconut Grove Playhouse or any other improvements located on the Property, or the fitness of either for any particular use or purpose.

If you should have any questions, please call me at (850) 245-2772.

/tp
Attachments

DATE: _____

TO: Florida Department of Environmental Protection
Bureau of Public Land Administration
Division of State Lands
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Mail Station #130
Attn: Tracy Peters

SUBJECT: NOTICE OF STATE-OWNED LAND FOR LEASE/SUBLEASE/SALE:
Coconut Grove Playhouse
PID #01-4121-056-0030 - Building next to Playhouse
PID #01-4121-045-0140 - Playhouse
Dade County - Section 21, Township 54 South, South, Range 41 East

THE STATE SHOULD RETAIN OWNERSHIP BECAUSE:

- _____ CURRENT AGENCY NEED
- _____ ENVIRONMENTAL VALUE
- _____ RECREATIONAL VALUE
- _____ ARCHAEOLOGICAL SIGNIFICANCE
- _____ HISTORICAL SIGNIFICANCE
- _____ NO INTEREST

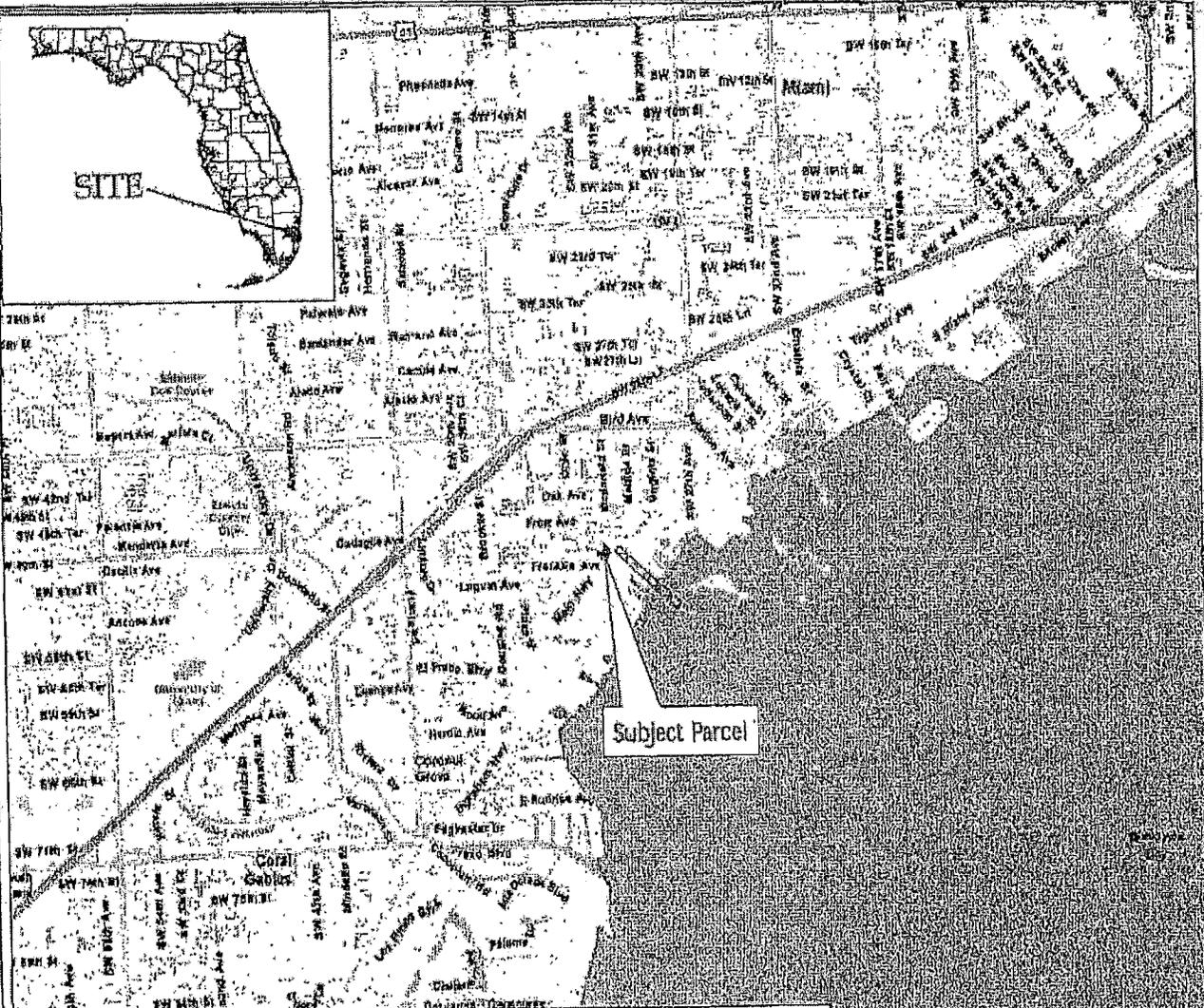
If your agency has a current need for this parcel(s) or recommends that this parcel(s) be retained in state ownership due to its environmental and recreational value or historical and archaeological significance, please provide appropriate documentation and refer to the respective inventory number.

(Use additional pages if necessary)

FROM: Signature: _____
Name: _____
Title: _____
Agency: _____
Department: _____
Division: _____
Address: _____
City, State, Zip: _____
Email Address: _____



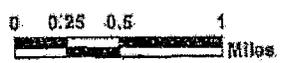
SITE



Subject Parcel

Distances to:
 Florida Forever Project - 4.5 miles to Dade County Archipelago Project - Miami Rockridge Pinelands - Site 1
 State Managed Conservation Lands - 80 feet to The Barnacle Historic State Park
 Water - 1,500 feet to Biscayne Bay

-  Subject Parcel
-  State Managed Conservation Lands
-  Locally Managed Conservation Lands



STATE LANDS SURPLUS LAND SALE

Section 21, Township 54 South, Range 41 East
 Miami-Dade County, Florida

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Schedule A

Fund File Number: 01-2012-016250A

Effective Date:

Agent's File Reference:

Premium:

September 25, 2012 @ 11:00
PM

BOT.COCONUT

1. Policy or Policies to be issued: Proposed Amount of Insurance:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) **\$6,000,000.00**
Proposed Insured: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida
MORTGAGEE:
MORTGAGEE:
2. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
3. Title to the Fee Simple estate or interest in the Land is at the Effective Date vested in:
Coconut Grove Playhouse, LLC, a Florida limited liability company
4. The Land referred to in this Commitment is described as follows:
See Exhibit A attached.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
400 Second Avenue South, Minneapolis, MN 55401, (612) 371-1111

Issuing Agent:

Agent No.: 2850801

Tallahassee Title Group LLC
1407 Piedmont Drive E
Tallahassee, FL 32308



Agent's Signature
Tallahassee Title Group LLC

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Schedule B-I

Fund File Number:
01-2012-016250A

Agent's File Reference:
BOT.COCONUT

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from Coconut Grove Playhouse, LLC, a Florida limited liability company to the proposed insured purchaser(s).
3. If closing does not occur within six weeks of the effective date of this product, the member must confirm the continued good standing of any buyer, seller, or mortgagor which is not a natural person.(Coconut Grove LLC, Coconut Grove INC)
4. Review certified copy of Articles of Organization and amendments thereto, if any, to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof.(Coconut Grove LLC)
5. Review of a true and correct copy of regulations or operating agreement to verify who may sign for the company as well as procedures to authorize such signatory. Further requirements may be necessary upon review thereof. If the regulations or operating agreement is not produced, then all of the members of the limited liability company, or a majority of the members if the number of members is substantial, must execute an affidavit consenting to the transaction. The affidavit shall establish the names of all the current members of the limited liability company.(Coconut Grove LLC)
6. A determination should be made that the limited liability company is not one of a family or group of entities. If it is, then it should be determined that none of the other entities in this family or group of entities is a debtor in bankruptcy. The determination may be made by an affidavit of the manager or managing member of the limited liability company. In the event that one or more of the other entities is a debtor in bankruptcy, Fund underwriting counsel must approve the transaction before title is insured.(Coconut Grove LLC)
7. A determination should be made that the member executing the Warranty Deed is not a debtor in bankruptcy and has not been a debtor in bankruptcy since becoming a member of the limited liability company, if the LLC is a sole member LLC, then a determination should be made there are no creditors who have acquired or are attempting to acquire control of the LLC by executing on or attaching or seizing the member's interest in the LLC. These determinations may be made by an affidavit of the member executing the instruments to be insured.(Coconut Grove LLC)
8. Record a Partial Release or reassignment of the Assignment of Leases, Rents and Profits recorded August 20, 2007, in O.R. Book 25868, Page 159, re-Recorded in O.R. Book 25958, Page 2039 Public Records of Miami-Dade County, Florida. Note: See Mortgage recorded in O.R. Book 25868, Page 138, Collateral Assignment of Contracts, Permits Licenses, Etc. in O.R. Book 25958, Page 2052, Public Records of Miami-Dade County, Florida, as to the subject property.
9. Record a Partial Release or reassignment of the Assignment of Leases, Rents and Profits recorded in O.R. Book 25868, Page 177, Public Records of Miami-Dade County, Florida, as to the subject property.
10. Record Partial Release as to the subject property of the Financing Statements recorded August 20, 2007, in O.R. Book 25868, Page 169, O.R. Book 25868, Page 190, Public Records of Miami-Dade County, Florida.
11. Record partial release of the Subordination, Non-Disturbance and Attornment Agreement between Coconut Grove Playhouse, LLC, a Florida limited liability company and GH Mortgage LLC., a Florida limited liability company recorded in O.R. Book 25868, Page 198, Public Records of Miami-Dade County, Florida, as to the subject property.
12. Record dismissal of court action with prejudice and discharge of Lis Pendens recorded in O.R. Book 28061, Page 1745, in that certain Case No. 12-06197 CA 21 in the Circuit Court of Miami-Dade County, Florida. For involuntary dismissal, appeal period must expire.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT

Schedule B-I (Continued)

Fund File Number:
01-2012-016250A

Agent's File Reference:
BOT.COCONUT

13. Satisfaction of the judgments and/or liens against Coconut Grove Playhouse, LLC, a Florida limited liability company, or a similar name, certified copies of which are recorded in the following O.R. Books and Pages: O.R. Book 25478, Page 4836, O.R. Book 25875, Page 1165, O.R. Book 27439, Page 674, O.R. Book 26427, Page 1848, Public Records Miami-Dade County Florida.
14. Satisfaction of the Notices and/or Liens against Coconut Grove Playhouse, LLC, a Florida limited liability company, or a similar name, certified copies of which are recorded in the following O.R. Books and Pages: O.R. Book 24336, Page 3521, O.R. Book 27396, Page 3939, O.R. Book 27396, Page 3948, O.R. Book 27329, Page 3691, O.R. Book 27501, Page 2607, O.R. Book 27546, Page 1526, O.R. Book 27617, Page 752, Public Records Miami-Dade County, Florida.
15. Proof of payment of GOVT PROPERTY Certificate No. 49615 for taxes for the year 2011 must be furnished.
16. Proof of payment of GOVT PROPERTY Certificate No. 49730 for taxes for the year 2010 must be furnished.
17. A survey meeting The Fund Title Note requirements must be furnished. If such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment.
18. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Schedule B-II

Fund File Number:
01-2012-016250A

Agent's File Reference:
BOT.COCONUT

II. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2. a. General or special taxes and assessments required to be paid in the year(s) 2012 and subsequent years.
b. Rights or claims of parties in possession not recorded in by the Public Records.
c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
d. Easements, or claims of easements, not recorded in the Public Records.
e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Easements, dedications and restrictions contained on the Plat of Engle Subdivision, as recorded in Plat Book 64, Page 43, Public Records of Miami-Dade County, Florida.
5. Easements, dedications and restrictions contained in Plat of Frow Homestead, as recorded in Plat Book B, Page 106, Public Records of Miami-Dade County, Florida.
6. Agreement and Covenant to Run with the Land recorded in O.R. Book 10269, Page 830, O.R. Book 10269, Page 833, O.R. Book 10269, Page 906, Public Records of Miami-Dade County, Florida.
7. Covenants, conditions and restrictions recorded December 15, 1998, in O.R. Book 18391, Page 1042, Public Records of Miami-Dade County, Florida.
8. Notice of Lease recorded in O.R. Book 26654, Page 904, Public Records of Miami-Dade County, Florida.
9. Lease Agreement NO. 3185 with Second Modification recorded in O.R. Book 14493, Page 147, O.R. Book 14493, Page 131, O.R. Book 14493, Page 143; Assignment and Assumption of Sublease in O.R. Book 22498, Page 4549; Public Records of Miami-Dade County, Florida.
10. Terms, provisions and restrictions in Quit Claim Deed recorded in O.R. Book 22498, Page 4535, Public Records of Miami-Dade County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT

Fund File Number:
01-2012-016250A

Agent's File Reference:
BOT.COCONUT

EXHIBIT A

PARCEL I: Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

PARCEL II: Beginning at the intersection of the agreed Westerly line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 54 South, Range 41 East, with the Northerly right-of way line of Charles Avenue (formerly Evangelist street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence south 89 degrees 56 minutes 00 seconds East along said right of way line for 150.76 feet to its intersection with the Northwesterly right of way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right of way line for 83.04 feet to a point on the Southwesterly right of way line of a former 14.12 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHedouville subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the public, Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right of way line of 125.19 feet to the most Southerly corner of Engle subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Engle Subdivision, being also the Northerly right of way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the aforementioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.21 feet to the intersection of said center line with the Northwesterly boundary line of Tract B of said Engle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.06 feet to a point on the southwesterly boundary of Lot 2 of said Engle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said Southwesterly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence south 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21 Township 54 South, range 41 East for 235.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

PARCEL III: The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block twenty-Nine (29), Less the North One Hundred Seventeen (117) feet of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

Also Described As:

The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

PARCEL IV:

That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof, recorded in Plat Book B, Page 150 of the Public Records of Miami-Dade County, Florida; described as follows: Beginning at the most Southerly corner of the aforesaid Lot 0705; thence run Northeasterly along the Southeasterly boundary line of said

Form CF6 Exhibit A (rev. 12/10)

*OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT*

Fund File Number:
01-2012-016250A

Agent's File Reference:
BOT.COCONUT

Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning, less a portion of said Lot 75, released for Public Highway purposes and all that part of the alley adjacent to Lot 75, 76 and 77 as shown on Plat of Dehedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Miami-Dade County, Florida.

Being the same land as conveyed by Official Records Book 9843, Page 896, and Deed Book 1566, Page 190, as recorded in the Public Records of Miami-Dade County, Florida, and in Official Records Book 10909, Page 2755, of the Public Records of Miami-Dade County, Florida.

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

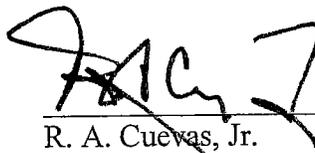
DATE: July 16, 2013

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

SUBJECT: Resolution authorizing the County Mayor to amend the FY 1994 through FY 2013 Action Plans to recapture and reallocate \$6,461,803.03 of Community Development Block Grant funds, allocate \$1,149,797.88 of Community Development Block Grant Program Income, and \$180,517.52 of Home Investment Partnership funds

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Health and Social Services Committee.



R. A. Cuevas, Jr.
County Attorney

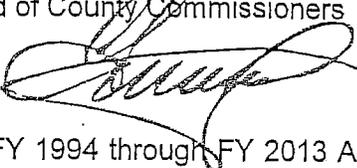
RAC/smm

Memorandum



Date: July 16, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Amendment to the FY 1994 through FY 2013 Action Plans for CDBG, HOME and ESG Funds and Recapture of Surtax Funds

This item was amended at the July 8, 2013, Health and Social Services Committee meeting to remove the following allocations: #5 Miami-Dade Internal Services Department (ISD), #17 and #18 Miami-Dade Public Works and Waste Management (PWWM), #19 Miami-Dade Regulatory and Economic Resources (RER), and #40 Coalition of Florida Farmworker Organizations (COFFO) as reflected in Exhibit I on pages 19, 21, 24, and 25, respectively and to correct the allocation year and dollar amount for #36 City of Opa-locka Rehabilitation of Lift Station 8 from 2011 to 2013 and \$250,000 to \$202,000 as in Exhibit I on page 24. The total recapture and reallocation amount will be reduced from \$7,611,600.91 to \$6,461,803.03 in the County Mayor's Memo and in the accompanying resolution. Additionally, the Board also authorizes the County Mayor or County Mayor's designee to use Community Development Block Grant Program Income (CDBG PI) funds to fund projects on the reallocation list in the amount of \$1,149,797.88. The title has also been amended to reflect these changes.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's designee to substantially amend the FY 1994 through FY 2013 Action Plans to:

- Recapture and reallocate \$6,461,803.03 of current and prior years Community Development Block Grant (CDBG) funds and \$180,517.52 of Home Investment Partnership (HOME) funds. The detailed recapture and proposed reallocation of the CDBG funds is itemized in Exhibit I.
- Allocate \$1,149,797.88 of Community Development Block Grant Program Income (CDBG PI) funds to fund projects on the reallocation list (Exhibit II) in the amount of \$1,149,797.88.
- Amend six (6) project scopes for existing CDBG-funded activities as a Substantial Amendment to the FY 1994 through FY 2007, and FY 2013 Action Plans.
- Authorize the County Mayor or County Mayor's designee to waive the requirement of Resolution No. R-596-12 that requires the County to target fifty percent (50%) of recaptured and new allocation of CDBG funds to Neighborhood Revitalization Strategy Areas (NRSAs) for Economic Development.
- Amend the FY 2013 Action Plan to increase the award of CDBG funds from \$10,611,175.00 to \$11,001,601.00; reduce the amount of HOME Investment Partnerships (HOME) funds from \$3,507,000.00 to \$3,324,357.00; and reduce the amount of Emergency Solutions Grant (ESG) funds from \$1,410,000.00 to \$774,117.00. The increase/decrease matches the actual award amount received from the U.S. Department of Housing and Urban Development (U.S. HUD).
- Recapture \$5,956,531.00 of Documentary Stamp Surtax (Surtax) funds from previously funded Low Income Housing Tax Credit (LIHTC) projects.
- Amend the FY 2013 Action Plan to include language to reflect Continuum of Care Strategic Planning Coordination with the Homeless Trust for Emergency Solutions Grant (ESG) funds.

SCOPE

Exhibit I and II includes the proposed recapture and reallocation funding recommendations and those projects impacted by the subject Substantial Amendment. Exhibit III provides the substantial

amendments to the FY 2013 Action Plan allocations for adjusted funds. In addition, Exhibits I and II provide the Commission District for each project impacted.

FISCAL IMPACT/FUNDING SOURCE

The recapture and/or reallocation of current and prior years CDBG and HOME funds will not have a negative fiscal impact on the County. This item reallocates in Exhibit II the same amount of funds recommended for recapture from entities listed in Exhibit I.

TRACK RECORD/MONITORING

Gregg Fortner, Executive Director, Public Housing and Community Development (PHCD) Department will monitor all CDBG, HOME and ESG-funded activities. Through the review of quarterly progress reports, PHCD will continue to monitor these projects to ensure compliance with federal guidelines and County policies.

The entities being recommended for funding have successful track records for the delivery of products and/or services as specified in their contractual agreements with PHCD. The allocation of funds will enable the implementing entities to complete their project delivery objectives in a timely manner. For entities that have commenced project development, the supplemental funding will assist them in meeting their objectives and is consistent with the County's policy of *Finish What We Started*. Moreover, projects that are recommended for allocation of funds were categorized as: 1) Projects identified for timely expenditure; 2) Community Advisory Committee (CAC) High Priority for NRSAs; 3) Activity transferred to a County Department; and 4) The agency complied with the new HOME CHDO certification.

BACKGROUND

In accordance with U.S. HUD's Community Planning and Development's timeliness policy, a grantee such as the County may have its future grant reduced when the grantee continues to be untimely in its expenditure of funds. The 60-day ratio for Miami-Dade County, as measured on November 2, 2011, was 1.82. The last 60-day test measured on November 2, 2012, indicated a balance remaining in the County's line-of credit amounting to 2.8 times its FY 2012 grant. Based on this new ratio, the amount of the potential reduction is \$13,794,527.

Under the provisions of 24 CFR 570.911, the County's future entitlement may be subject to reduction, withdrawal, or adjustment or other appropriate action. On December 6, 2012, PHCD staff participated in an informal consultation with Yolanda Chavez, Deputy Assistant Secretary for Grant Programs, to discuss reasons the County was not in compliance. In addition to assessing the merits of the County's presentation and in consideration of the body of evidence presented, the Deputy Assistant Secretary determined that Miami-Dade County qualified for an exception to the timeliness policy and the County's FY 2013 grant was not reduced. For your reference, a copy of the letter of determination is included as Attachment A. It is important to note that the County has not met the timeliness test in two consecutive years. The Administration's recommendation to the Board is an aggressive approach and an unconventional but necessary strategy as the County faces losing its valuable community resources should we not meet the CDBG 1.5 Timeliness Ratio test by November 2013, for a third consecutive year.

Funded activities as part of the FY 2013 and prior years' Action Plans are monitored throughout the year to ensure that agencies are in compliance with federal regulations, such as the progress of each activity towards accomplishing the National Objectives set by U.S. HUD. As such, PHCD recommends the recapture of CDBG and HOME funding from activities that: 1) Project completed met national objective; 2) project not feasible unable to meet national objective; 3) Agency unable to expend funds; 4) Contract expired, 5) Agency declined funding; or 6) Other.

This item requests waiver of the provisions of Resolution No. R-596-12, as it pertains to the requirement for expenditure of fifty percent (50%) of recaptured funds on economic development activities. Miami-Dade County is currently over the 1.5 ratio requirement and seeks the below described allocations of funds to reduce the funding in the line of credit prior to the U.S. HUD review of same. PHCD informed

County departments and municipalities that projects recaptured will be prioritized with the FY 2014 allocation of funds from U.S. HUD, provided the entity can demonstrate that the activity can be completed within 6 to 12 months after availability of funds.

SUBSTANTIAL AMENDMENTS – Recapture and Reallocation of FY 2004-2013 CDBG FUNDS (\$6,461,803.03)

Staff recommends the reallocation of \$6,461,803.03 in CDBG funds, as these activities are: 1) Projects identified for timely expenditure; 2) CAC High Priority for NRSAs; 3) Activity transferred to a County Department; or 4) Agency cleared new HOME CHDO Certification. It is proposed that the recaptured CDBG funds be reprogrammed to the activities described below and set forth in Exhibit II:

Public Facilities/Capital Improvements

1. Miami-Dade Community Action and Human Services Department (CAHSD) Seymour Gelber Center - (\$121,540.93) (District 10 –Commissioner Souto)
Transfer project from Jewish Community Services to CAHSD. Jewish Community Services no longer needs this facility and has moved their operation to another facility. CAHSD will complete improvements on a facility that operates a meals program.

Economic Development

1. Miami-Dade Public Housing and Community Development – Broadway Corridor Small Business Façade Improvement Program (\$341,095.00) (District 3 - Commissioner Edmonson)
PHCD will administer façade/business improvement loans to existing businesses located along the 18th Avenue Broadway Corridor from 62nd Street to NW 71st Street. The funds were previously allocated to Miami-Dade Public Works and Waste Management for infrastructure improvements on the 18th Avenue corridor.

Housing

1. Low Income Housing Tax Credit Projects (\$5,956,531.00) – (Districts 3, 5, 7)
In order to facilitate meeting the U.S. HUD mandated 1.5 Timeliness Ratio, the County is recapturing Surtax funds and reallocating CDBG funds to four (4) Low Income Housing Tax Credit (LIHTC) projects which were initially funded utilizing Surtax funds. These four (4) projects below will be able to expend the CDBG funds expeditiously and thereby enable PHCD to meet the U.S. HUD CDBG 1.5 ratio. The Mayor is authorized to execute all necessary loan documents to effectuate the change in funding source and terms and conditions for the four (4) affordable housing development loans. In addition, the Surtax funds being recaptured will be made available for future development loans in accordance with the ordinance governing the Documentary Stamp Surtax program.
 - a. Stirrup Plaza Preservation Phase One, LLC - \$1,244,072.00 (District 7)
 - b. South Miami Plaza Preservation, LLC - \$980,338.00 (District 7)
 - c. Dante Fascell Preservation, LLC - \$883,527.00 (District 3)
 - d. Jack Orr Plaza Preservation Phase One, LLC - \$2,848,594.00 (District 5)
2. Miami-Dade Public Housing and Community Development (PHCD) Rehabilitation Project \$1,192,433.98
In order to facilitate meeting the U.S. HUD mandated 1.5 Timeliness Ratio, the County is recapturing unexpended CDBG funds and reallocating those CDBG funds to six (6) housing development projects which are in dire need of rehabilitation/demolition. The six (6) projects listed below will be able to expend the CDBG funds expeditiously and thereby enable PHCD to meet the U.S. HUD CDBG 1.5 ratio. The scope of work is as follows: Rehabilitation up to five (5) public housing developments to include interior and exterior repairs, exterior painting, re-roofing of entrance and

stucco repairs including project delivery costs. Demolish one housing development (Modello) that has been vacant for years.

- a. Santa Clara Homes (District 3)
- b. Wynwood Homes (District 3)
- c. Little Havana Homes (District 5)
- d. Town Park (District 3)
- e. Palm Court (District 2)
- f. Modello (District 9)

SUBSTANTIAL AMENDMENT -- FY 2013 HOME CHDO Funding (\$180,517.52)

Carrfour Supportive Housing, Inc. (\$180,517.52) (District 4 - Commissioner Heyman)

Staff recommends the allocation of HOME Community Housing Development Organization (CHDO) funding to Carrfour Supportive Housing, Inc. for operating expenses and rehabilitation of the Harding Village project. This project was next in line for HOME CHDO funding in the FY 2013 Request for Application (RFA) process.

SUBSTANTIAL AMENDMENTS – Change of Project Scope in the FY 1994 through FY 2007, and FY 2013 Action Plans

Staff recommends amendments to the scope of work for the following six (6) CDBG-funded projects:

1. Peninsula Edison Plaza LLC – Edison Plaza Shopping Center (\$8,268,805.14)

Staff recommends the approval of a Substantial Amendment to the FY 1994 through FY 2007 Action Plans for CDBG funds. Approval of the Substantial Amendment would enable PHCD to amend the National Objective for the Edison Plaza Shopping Center Project from Low-Mod Jobs (LMJ) to Low-Mod Area benefit (LMA). The 79,942 square-foot Edison Plaza Shopping Center, located at 635 NW 62nd Street, Miami, Florida, was originally projected to create approximately 248 new jobs, of which fifty-one percent (51%) were to be held by low-moderate income persons. Financed in large part with Section 108 Loan Guarantee proceeds and CDBG grant funds, the developer has been unable to fulfill its original commitment to create a minimum of 248 new jobs. Despite its failure to meet the Low-Mod Jobs National Objective, the project has, nonetheless, provides needed access to valuable goods and services to the immediate community. The Center is currently anchored by Presidente Supermarket, one of only two (2) full-service supermarkets within the immediate one-mile radius of the project, an area that contains, roughly, 39,685 residents, per an analysis conducted by the Miami-Dade Department of Regulatory and Economic Resources (RER). The analysis conducted by RER further confirms that the population of this target area is seventy-seven percent (77%) Low-Mod Income (LMI), representing among the most economically disadvantaged areas of the County.

In assessing the eligibility of the project as a Low-Mod Area (LMA) activity, PHCD recommended boundaries for the project's service area, as follows: NW 79th Street to the north; NE 2nd Avenue to the east; NW 46th Street to the south and NW 17th Avenue to the west. Miami-Dade Department Regulatory and Economic Resources (RER) conducted an analysis of this defined service area and determined the area to contain approximately 39,685 residents, of which seventy-seven percent (77%) are Low-Mod Income (LMI), thereby qualifying the project as a LMA activity. The project is viewed as critical to the community in that the ground-floor retail shops offer goods and services to a primarily low-income community. PHCD recommends that the National Objective for the project be amended from Low-Mod Jobs (LMJ) to Low-Mod Area benefit (LMA). Upon approval of the subject Substantial Amendment, PHCD may then immediately close out the activity with U.S. HUD as a successful accomplishment.

2. East Little Havana Community Development Corporation – Latin Quarter Specialty Center (\$246,479.00)

Staff recommends the approval of a Substantial Amendment to the FY 2002 Action Plan for CDBG funds. Approval of the Substantial Amendment would enable PHCD to amend the National Objective

for the Latin Quarter Specialty Center project from Low-Mod Jobs (LMJ) to Low-Mod Area (LMA) benefit.

The project, developed by the East Little Havana Community Development Corporation (ELHCDC), is a four-story mixed-use building containing approximately 11,000 square feet of ground-floor retail space and 45 owner-occupied condominium units above. Located at 1435-85 SW 8th Street in the East Little Havana neighborhood of the City of Miami, the project was completed in 2006 at a cost of approximately \$7,800,000.00. ELHCDC was awarded \$250,000.00 in FY 2002 CDBG funds, of which \$246,479.00 was actually expended. At the time of approval, the project was assigned the Low-Mod Jobs (LMJ) National Objective, requiring the creation of eight (8) jobs. Although new jobs were in fact created by the activity, unfortunately, the job creation was never properly documented.

In assessing the eligibility of the project as a Low-Mod Area (LMA) activity, PHCD recommended boundaries for the project's service area, as follows: SW 22nd Avenue to the west; Flagler Street to the north; SW 8th Avenue to the east; and, SW 16th Street to the south. Miami-Dade Department Regulatory and Economic Resources (RER) conducted an analysis of this defined service area and determined the area to contain approximately 32,400 residents, of which seventy-six (76%) are Low-Mod Income (LMI), thereby qualifying the project as a LMA activity. The project is viewed as critical to the community in that the ground-floor retail shops offer goods and services to a primarily low-income community. Upon approval of the subject Substantial Amendment, PHCD may immediately close out the activity with U.S. HUD as a successful accomplishment.

3. Branches, Inc. F/K/A South Florida Urban Ministries, Inc. – Assets Miami 2013 (\$31,815.91)

On December 18, 2012, the Board of Directors of South Florida Urban Ministries, Inc. passed by unanimous vote to change the agency's name from South Florida Urban Ministries, Inc. to Branches, Inc. At the request of the agency, through a non-substantial change, PHCD amended the legal name from South Florida Urban Ministries, Inc. to Branches, Inc.

Staff recommends the approval of a Substantial Amendment to the FY 2013 Action Plan for CDBG funds. Approval of the Substantial Amendment would enable PHCD to reduce the project outcomes from 11 jobs to only one (1) job. On May 7, 2013, the BCC approved Resolution No. R-356-13, awarding \$31,815.91 in reprogrammed CDBG funds to Branches, Inc., to support its ASSETS Miami 2013 activity. At the time of BCC approval, the activity was approved subject to the creation of eleven (11) jobs, an amount based on the agency's original \$385,000.00 request. Given that the agency was only initially awarded \$31,815.91 of the \$385,000.00 requested, a reduction from eleven (11) jobs to one (1) job is appropriate and consistent with U.S. HUD's policy that mandates the creation of one (1) job per \$35,000.00 of CDBG funding awarded. The program provides technical assistance to small businesses countywide.

4. Miami-Dade Chamber of Commerce, Inc. – Technical Assistance to Businesses Program 2013 (\$250,000.00)

Staff recommends the approval of a Substantial Amendment to the FY 2013 Action Plan for CDBG funds. Approval of the Substantial Amendment would enable PHCD to amend the job creation outcome from thirteen (13) jobs to only eight (8) jobs. On March 5, 2013, the BCC approved a \$250,000.00 CDBG grant through Resolution No. R-165-13 to support the agency's technical assistance program for small businesses. The activity was originally approved by the BCC for the creation of 13 jobs. Since that time, the agency has requested that the outcomes be amended to only eight (8) jobs, consistent with the U.S. HUD mandate of one (1) job per \$35,000.00 of CDBG funding awarded. Approval of the subject Substantial Amendment would enable PHCD to reduce the outcome from eleven (11) to eight (8) jobs.

5. Greater Miami Service Corps – Employment and Training 2013 (\$57,052.00)

Staff recommends the approval of a Substantial Amendment to the FY 2013 Action Plan for CDBG funds. Approval of the Substantial Amendment would enable PHCD to amend the number of

beneficiaries served from seventy (70) to only eight (8) persons. The agency originally requested \$371,000.00 in CDBG funds to serve seventy (70) people. On March 5, 2013, the BCC approved a \$57,052.00 CDBG grant through Resolution No. R-165-13 to support the agency's Employment and Training program, significantly less than the \$371,000.00 requested. The agency has requested that the outcomes be amended from seventy (70) persons to only eight (8) persons, given the lower amount of funding awarded. Approval of the subject Substantial Amendment would enable PHCD to reduce the outcome from seventy (70) to only eight (8) persons, which staff deems appropriate in relation to the \$57,052.00 funding award.

6. Miami-Dade Community Action and Human Services (CAHSD) – Treatment Alternatives to Street Crime (\$350,000.00)

Staff recommends the approval of a Substantial Amendment to the FY 2013 Action Plan for CDBG funds. Approval of the Substantial Amendment would enable PHCD to amend the number of beneficiaries served from 168 to 133 persons, representing a twenty-one (21%) reduction in the number of persons to be served by the program. On March 5, 2013, the BCC approved a \$350,000.00 CDBG grant through Resolution No. R-165-13 to support the agency's Treatment Alternatives to Street Crime program. Given increased service delivery costs, the agency has requested that the outcomes be amended from 168 persons to only 133 persons. Approval of the subject Substantial Amendment would enable PHCD to amend the outcomes accordingly.

SUBSTANTIAL AMENDMENT TO FY 2013 ACTION PLAN - ALLOCATION ADJUSTMENTS

PHCD utilizes the awarded amounts of the current year to project the federal allocation for the following year in an effort to move forward with the process of recommending funding awards and timely comply with the Board and federal deadlines. Annually U.S. HUD issues an official letter stating the amounts of funding awarded to jurisdictions (see Attachment B). When there is a variance between the County's projection and HUD's actual allocation, an amendment to the Annual Action Plan is required. This year PHCD realized a slight increase in CDBG funds and a reduction in the HOME and ESG funding allocations. Below are the amendments to the FY 2013 Action Plan, as reflected in Exhibit III.

Community Development Block Grant (CDBG) Allocation FY 2013

PHCD issued the FY 2013 Request For Application (RFA) projecting \$10,611,175.00 in FY 2013 funds. The actual amount for FY 2013 is \$11,001,601.00. The increase of \$390,426.00 is recommended for expenditure on public housing rehabilitation. This will enable the department to quickly spend the requisite amount of funds to comply with the 1.5 Timeliness Ratio limit to be evaluated in November 2013.

Home Investment Partnership Program (HOME) Allocation FY 2013

PHCD issued the RFA projecting \$3,507,000.00 in FY 2013 funds. The actual amount of FY 2013 is \$3,324,357.00. Reduce funding for the HOME – Housing Rental New Construction and Rehabilitation To Be Determined activity by \$182,643.00 from \$5,235,000.00 to \$5,052,357.00, which was approved in the FY 2013 Action Plan by the Board on May 7, 2013.

Emergency Solutions Grant (ESG) Allocation FY 2013

PHCD issued the FY 2013 RFA projecting \$1,410,000.00 in FY 2013 funds. The actual amount for FY 2013 is \$774,117.00. The reduction of \$635,883.00 in ESG funds will reduce the award to Camillus House, Inc. from \$750,000 to \$464,470.00 and eliminate the \$110,000.00 allocation of administrative funding to PHCD in its entirety. This recommendation will also reduce Citrus Health Network's, Inc. award from \$550,000 to \$309,647.00 for financial assistance to prevent homelessness and to rapidly re-house persons who are homeless.

Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners
Page 7

Continuum of Care Strategic Planning Coordination

The FY 2013 Action Plan requires an amendment to add language to reflect collaborative planning between the County and the Continuum of Care entity, which is the Homeless Trust for Emergency Solutions Grant funds. The description of planning and coordination efforts between the PHCD and the Continuum of Care entity is shown in Attachment C.

Attachments



Russell Benford, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 8(K)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(K)(1)

Veto _____

7-16-13

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE FY 1994 THROUGH FY 2013 ACTION PLANS TO RECAPTURE AND REALLOCATE \$6,461,803.03 OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND \$180,517.52 OF HOME INVESTMENT PARTNERSHIP (HOME) FUNDS; ALLOCATE \$1,149,797.88 OF CDBG PROGRAM INCOME; AMEND SIX PROJECT SCOPES; AMEND THE FY 2013 ACTION PLAN TO ADJUST ALLOCATIONS TO REFLECT U.S. HUD ALLOCATIONS FOR CDBG, HOME AND ESG FUNDS AMOUNTS; RECAPTURE \$5,956,531.00 OF DOCUMENTARY STAMP SURTAX (SURTAX) FUNDS FROM HOUSING PROJECTS; AND AMEND THE FY 2013 ACTION PLAN TO INCLUDE LANGUAGE TO REFLECT CONTINUUM OF CARE STRATEGIC PLANNING COORDINATION WITH THE HOMELESS TRUST FOR EMERGENCY SOLUTIONS GRANT (ESG) FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, including Exhibits I, II, III and Attachments A, B, and, C, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Board ratifies and adopts the matters set forth in the foregoing recitals and in the accompanying justification memorandum.

Section 2. The Board approves the recaptures and reallocations recommended in the justification memorandum incorporated herein and described in Exhibits I, II and III. The Board authorizes the County Mayor or the County Mayor's designee to file with United States Housing and Urban Development (U.S. HUD) substantial amendments to the FY 1994 through FY 2013

Action Plans to reflect (a) the recapture and reallocation of ~~[[~~\$7,611,600.911~~]]~~¹ >>\$6,461,803.03<< in FY 1994 – 2013 Community Development Block Grant (CDBG) funds; and (b) allocation of FY 2013 \$180,517.52 of Home Investment Partnership (HOME) funds. The Board further authorizes the County Mayor or County Mayor’s designee to make future non-substantial modifications to the FY 1994 through 2013 Action Plans upon a determination that such non-substantial modifications are in the best interest of the County. >>The Board also authorizes the County Mayor or County Mayor’s designee to use Community Development Block Grant Program Income (CDBG PI) funds to fund projects on the reallocation list in the amount of \$1,149,797.88.<<

Section 3. The Board approves the recapture of \$5,956,531.00 in FY 2013 Documentary Stamp Surtax (Surtax) funds from previously funded Low Income Housing Tax Credit (LIHTC) projects, as set forth in the justification memorandum incorporated herein.

Section 4. The Board approves amending six (6) project scopes for existing CDBG-funded activities as a Substantial Amendment to the FY 1994 through FY 2007, and FY 2013 Action Plans, as set forth in the justification memorandum incorporated herein.

Section 5. The Board waives the provisions of Resolution No. R-596-12 to allow the expedient expenditure of CDBG funds to meet the 1.5 Timeliness Ratio mandated by the U.S. HUD.

Section 6. The Board authorizes the County Mayor or the County Mayor’s designee to file with U.S. HUD a substantial amendment to the FY 2013 Action Plan to make award amounts consistent with the final allocation issued by HUD in a letter dated May 30, 2013 and attached hereto as Attachment B.

¹ Committee amendments are indicated as follows: words stricken through and/or ~~[[double bracketed]]~~ shall be deleted, words underscored and/or >>double arrowed<< constitute the amendment proposed.

Section 7. The Board approves amending the FY 2013 Action Plan to include language to reflect Continuum of Care Strategic Planning Coordination with the Homeless Trust for Emergency Solutions Grant (ESG) funds, as described in Attachment C.

Section 8. All funding awards and conditional loan commitments set forth herein are contingent upon the availability of funding from the funding source or program and the recipient agency complying with the conditions set forth in this resolution and the justification memorandum. For all funding awards and conditional loan commitments made herein, the County Mayor or County Mayor's designee is authorized to shift funding between agencies without exceeding the total award amount to that activity and to shift funds for each program among activities of the same agency or related entity engaged in the same project or activity as described herein without exceeding the total amount allocated. For loans to be used for the construction or rehabilitation of affordable housing, the County Mayor or County Mayor's designee is authorized to execute the necessary loan documents to effectuate the change in funding source and terms and conditions and to exercise the rights conferred therein. For all funding awards and, where applicable, conditional loan commitments made herein, the County Mayor or County Mayor's designee is authorized to negotiate and execute all conditional loan commitments, contracts, loan documents, amendments and other agreements necessary to fulfill the purposes of this resolution. The Board further authorizes the County Mayor or County Mayor's designee, upon a determination that such actions are in the best interest of the County, to subordinate and/or modify the terms of contracts, agreements, amendments and loan documents and to exercise the termination, waiver, acceleration, or other provisions set forth therein.

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

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day
of July, 2013. 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.

BKA

Brenda Kuhns Neuman

Exhibit 1
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
CDBG								
1	2013	District 3 (Edmondson)	Carroul Supportive Housing, Inc.	Little Haiti Fresh Market	Rehabilitation of retail space to develop a farmers market in Little Haiti.	Special Economic Development	5-Agency returned the funding.	140,000.00
2	2013	District 1 (Jordan)	City of Opa-locka	All Baba Ave Roadway Improvement Project	Roadway improvements to consist of the upgrade of an existing roadway drainage system, sidewalk widening, median islands, bike lanes on both sides of road, and pavement reconstruction/resurfacing located along All-Baba Avenue between NW 22nd Avenue and NW 37th Avenue. Phase I: Intersection of NW 151 Street and the eastern end of All-Baba Avenue and NW 22nd Avenue approximately 2,500 linear feet. Phase II: All-Baba Avenue between NW 22nd Avenue and NW 27th Avenue approximately 3,000 linear feet; and Phase III: All-Baba Avenue between NW 27th Avenue and NW 37th Avenue approximately 5,000 linear feet.	Public Facilities and Capital Improvements	3-The CDBG funding allocated was for the construction phase. The City does not have the matching funds to complete the design phase of this activity.	504,573.58
3	2013	Countywide	Miami-Dade Community Action and Human Services	Housing Rehabilitation	Housing Rehabilitation Storm Mitigation	Housing	3-Project scheduled to start soon. Only \$400k can be expended by U.S. HUD's expenditure deadline.	350,000.00
4	2013	Countywide	Miami-Dade Community Action and Human Services	Housing Rehabilitation	Housing Assistance Payments - Administration	Housing	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	22,950.00
6	2013	District 8 (Bell)	Miami-Dade Parks, Recreation and Open Space	Black Point Park	Black Point Park and Mantra-Acquisition and park improvements.	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	190,000.00

Reason for Recapture Legend: 1=Project completed met national objective 2=Project not feasible unable to meet national objective 3=Agency unable to expend funds 4=Contract expired 5=Agency declined funding 6=Other

Exhibit I
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
7	2013	District 8 (Bell)	Miami-Dade Parks, Recreation and Open Space	Debbie Curtin Park	Initiate Park Development	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	40,000.00
8	2013	District 8 (Bell)	Miami-Dade Parks, Recreation and Open Space	Seminole Wayside Park	Seminole Wayside Park- Natural area restoration	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	50,000.00
9	2013	District 1 (Jordan)	Miami-Dade Parks, Recreation and Open Space	Job Estates	General Plan for Park	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	12,000.00
10	2013	District 2 (Moreslime)	Miami-Dade Parks, Recreation and Open Space	Gwen Cherry Park	General Plan acquisition and development	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	130,000.00
11	2013	District 3 (Edmondson)	Miami-Dade Parks, Recreation and Open Space	Broadway Park	General Plan, acquisition and development	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	50,000.00
12	2013	District 3 (Edmondson)	Miami-Dade Parks, Recreation and Open Space	Olinda Park	Contamination removal and restoration	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	50,000.00
13	2013	District 6 (Sosa)	Miami-Dade Parks, Recreation and Open Space	A.D. Barnes Park	Natural area restoration	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	50,000.00
14	2013	District 9 (Moss)	Miami-Dade Parks, Recreation and Open Space	Royal Colonial Park	Replace pool infiltration system	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	40,000.00

Reason for Recapture Legend: 1=Project completed met national objective 2=Project not feasible unable to meet national objective 3=Agency unable to expend funds 4=Contract expired 5=Agency declined funding 6=Other

Exhibit 1
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
15	2013	District 11 (Zapata)	Miami-Dade Parks, Recreation and Open Space	Tamiami Park	Replace pool infiltration system	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	165,000.00
16	2013	District 13 (Bovo)	Miami-Dade Parks, Recreation and Open Space	Area 1176 Park	Off road, horse, dog and bicycle trails	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	73,181.00
20	2013	District 5 (Barreiro)	Anaias Investment, LLC	Zoe Palacio de los Jugos	Development of restaurant from former auto repair shop.	Special Economic Development	2-Project no longer eligible. The agency began construction before the ER clearance was issued.	700,000.00
21	2013	District 9 (Moss)	American Children's Orchestra for Peace Inc.	Melrose Elementary	Provide music program to 12 children at Melrose Elementary	Public Service	5-Agency has not executed contract and awarded funds is not enough to implement the program.	10,000.00

Reason for Recapture Legend: 1=Project completed met national objective 2=Project not feasible unable to meet national objective 3=Agency unable to expend funds 4=Contract expired 5=Agency declined funding 6=Other

Exhibit I
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
22	2012	District 3 (Edmondson)	Hosanna Community Foundation, Inc.	Youth Leadership Program	Provide services to a minimum of 7 youth (ages 6-18), e.g., academic tutoring, social skill development, life skills, nutrition/hygiene.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	696.18
23	2012	District 2 (Monesime)	Teen Upward Bound, Inc.	Youth Services	Provide employment and training services for a minimum of 10 low-mid income persons.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	5,570.28
24	2012	District 9 (Moss)	The Optimist Foundation of Greater Gouids, Inc.	After School Program	Provide educational services and physical fitness/sports programs to a minimum of 25 youths.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	19,069.28
25	2012	Districts 1 & 2 (Jordan, Monesime)	Urban League of Greater Miami and Advance Learning Center	Educational Services	Provide special education program services for low-to-moderate income families to address children with learning difficulties.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	2,714.77
26	2012	Countywide	Miami-Dade Public Works and Waste Management (PWWMM)	Housing Code Enforcement	Identify code enforcement violations in multi-district CDBG Eligible Block Groups (EBGs) and Neighborhood Revitalization Strategy Areas (NRSAs).	Housing	1- Project completed under budget. Remaining balance is being recaptured. Project funded in 2013.	8,354.21
27	2012	Countywide	Miami-Dade Regulatory and Economic Resources (RER)	Code Enforcement	Identify and eradicate code enforcement violations in multi-district CDBG Eligible Block Groups (EBGs) and NRSAs.	Housing	1- Project completed under budget. Remaining balance is being recaptured. Project funded in 2013.	1,940.00

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Exhibit 1
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
28	2012	District 1 (Jordan)	Youth Co-op, Inc.	Employment Assistance Center	Provide employment and training services for a minimum of 10 low-to-moderate income persons.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	31.09
29	2012	District 3 (Edmondson)	Curley's House of Style, Inc.	Nutritional bulk food and healthy eating workshops	Provide nutritional bulk food and healthy eating workshops to a minimum of 45 seniors monthly.	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	3,887.63
30	2012	Countywide	Contractors Resource Center	Community contractors and residents construction program	Provide technical assistance to 50 construction businesses. Create 10 jobs for low-to-moderate income persons.	Economic Development	1- Project completed under budget. Remaining balance is being recaptured. Project funded in 2013.	624.25
31	2012	Countywide	Miami-Dade Public Works and Waste Management (PVMWM)	Code Enforcement - Inspections	Inspections for graffiti violations at 600 locations for Low-Moderate Income persons within the NRSAs and CDBG Eligible Block Groups (EBGs).	Public Service	1- Project completed under budget. Public Service funds cannot be carried over. Remaining balance is being recaptured.	5,013.53
32	2012	District 3 (Edmondson)	Miami-Dade Public Works and Waste Management (PVMWM)	Broadway Avenue Development Initiative	Infrastructure Improvements to the NW 18th Avenue Corridor, from NW 62nd Street to NW 71st Street.	Public Facilities and Capital Improvements	3- Project activity changed from infrastructure to facade improvements. Project will be administered by PHCD.	341,095.00
33	2012	District 8 (Bell)	Miami-Dade Parks, Recreation and Open Space	Black Point Park	Black Point Park and Marina-Acquisition and park improvements.	Public Facilities and Capital Improvements	3- Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	159,853.00

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**Exhibit I
Public Housing and Community Development
CDBG Recapture Recommendations**

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
34	2012	Countywide	Miami-Dade Community Action and Human Services Department (CAHSD)	Facilities Improvement	Facilities renovations will include, but are not limited to: painting, playground equipment, kitchen renovations, bathroom renovations, windows, etc. Sites for repair will be identified at contract development.	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	975,777.87
35	2012	District 1 (Jordan)	North Dade Federal Credit Union	Technical Assistance and Micro-lending	Provide technical assistance, training and micro loans to small businesses	Economic Development	3-Project near completion. Recapture amount is the projected remaining balance after expenditure through July 2013 are paid.	104,000.00
36	2013	District 1 (Jordan)	City of Opa-locka	Rehabilitation of Lift Station 8	An expansion of the Lift Station 8 project scope to include a new forced water main. These funds will address an existing project funding gap under Finish What We Started Policy.	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	202,000.00
37	2011	District 7 (Suarez)	City of South Miami	SW 64 Street Improvement	Street improvements for SW 64th Street from SW 57 Avenue to SW 62 Avenue including sidewalks, tree planting and roadway improvements for low- and moderate-income residents.	Public Facilities and Capital Improvements	2- Project has not started. After 2 years, the City requested a change in the scope of work.	177,000.00
38	2011	Countywide	Miami-Dade Community Action and Human Services Department (CAHSD)	Facilities Improvements	Renovate Human Services facilities. Renovations will include, but are not limited to: painting, playground equipment, kitchen renovations, bathroom renovations, windows, etc. Sites for repair will be identified at contract development.	Public Facilities and Capital Improvements	3-Project has not started. Funds cannot be expended by U.S. HUD's expenditure deadline.	366,000.00
39	2010	District 7 (Suarez)	City of South Miami-CRA	Street lighting	Facilitate lighting improvements with South Miami CRA to include engineering design along the following corridors: SW 68 Street from SW 59 Place to SW 58 Place and SW 61 Drive/Court from SW 59 Place to SW 66 Street.	Public Facilities and Capital Improvements	2- City staff wanted to change scope of work and extend through 2012. To date, the City has not started the project.	169,306.80

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Exhibit 1
Public Housing and Community Development
CDBG Recapture Recommendations

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
41	2009	District 7 (Suarez)	City of South Miami	SW 66 Street Improvement-Phase 2	Street improvement on SW 66th St from SW 59 Pl to SW 61 Ct. Project consists of reconstruction & upgrading of sidewalk (widening), roadway resurfacing, enhanced street lighting, brick paved intersections & landscaping associated with irrigation system.	Public Facilities and Capital Improvements	3- Original scope of work completed. Remaining balance is being recaptured.	164,717.58
42	2009	District 8 (Bell)	Association for Development of the Exceptional	Expansion of South Facility	Construction of one public facility 6,500+ sf facility for low/mod adults with developmental disabilities accommodating at least 80 clients. Facility will have ADA designed classrooms, bathrooms, parking lot and green areas.	Public Facilities and Capital Improvements	3- Zoning issues is hindering the construction of the facility. Construction has not started.	522,323.90
43	2006	District 8 (Bell)	Galata Inc.	Intergenerational Facility	Intergenerational community resource center offering services to youth, elderly and disadvantaged persons	Public Facilities and Capital Improvements	2-Agency has not been able to start the construction phase of this project.	298,023.48
44	2004	District 10 (Souto)	Jewish Community Services - Seymour Gelber Center	Capital Improvements to Center	Covered canopy, portico, ADA parking, fencing and landscaping for 50 Alzheimer's clients that are participating in the adult day care program.	Public Facilities and Capital Improvements	3-Project will be administered by another County department.	121,540.93
45	2010	District 2 (Monestime)	Miami-Dade Public Works	MD PWWW - West Little River Right of way & Landscaping Improvements	MID HCD- West Little River Right of way & Landscaping Improvements	Public Facilities and Capital Improvements	1-Original scope of work completed under budget. Remaining balance is being recaptured.	\$ 102,134.51

Reason for Recapture Legend: 1=Project completed met national objective 2=Project not feasible unable to meet national objective 3=Agency unable to expend funds 4=Contract expired 5=Agency declined funding 6=Other

**Exhibit I
Public Housing and Community Development
CDBG Recapture Recommendations**

#	Funding Year	District & Commissioner Name	Agency	Activity Name	Activity Description	Category	Reason for Recapture	Amount to be Recaptured
46	2011	District 9 (Moss)	Miami-Dade Public Works	MIAMI-DADE PUBLIC WORKS-GOULD'S CAPITAL IMPROVEMENTS	Roadway resurfacing at SW 197 St to SW 200 St and SW 110 Ct to Colonial Rd (SW 117 Ave) to include milling and resurfacing of existing roadways whose driving surface has been determined to be in poor condition.	Public Facilities and Capital Improvements	1-Original scope of work completed under budget. Remaining balance is being recaptured.	\$ 61,801.91
47	2011	District 9 (Moss)	Miami-Dade Public Works	Miami-Dade Public Works-Drainage for Goulds	Drainage for Goulds NRSA	Public Facilities and Capital Improvements	1-Original scope of work completed under budget. Remaining balance is being recaptured.	\$ 70,622.25
Total CDBG Funds to be Recaptured:								\$6,461,803.03
HOME CHDO								
1	2013	Countywide	Miami-Dade Public Housing and Community Development	Unallocated HOME CHDO reserve	To-be-determine red HOME activities.	HOME	N/A	\$ 180,517.52
Total HOME CHDO funds to be Recaptured:								\$ 180,517.52

Reason for Recapture Legend: 1=Project completed met national objective 2=Project not feasible unable to meet national objective 3=Agency unable to expend funds 4=Contract expired 5=Agency declined funding 6=Other

Exh
Public Housing and Community Development
CDBG Reallocation Recommendations

#	Agency	Activity Title	Category	Activity Description	Activity Address	District & Commissioner Name	Reason for Reallocation	Amount to be Reallocated
CDBG								
1	Miami-Dade Community Action and Human Services Department (CAHSD)	Seymour Gelber Center	Public Facilities and Capital Improvements	Transfer project from Jewish Community Services to CAHSD. CAHSD to complete improvements, operate a meals program at Center.	11025 SW 84 Street, Miami, FL	District 10 (Souto)	3	\$ 121,540.93
2	Miami-Dade Public Housing and Community Development	Broadway Corridor Small Business Façade Improvement Program	Economic Development	Agency to administer façade/business improvement loans to existing businesses located along the Broadway Corridor.	NW 18th Avenue and 62nd Street	District 3 (Edmondson)	2	\$ 341,095.00
3	Stirrup Plaza Preservation Phase One, LLC	Public Housing Rehabilitation	Housing	Rehabilitation of 100-unit public housing senior rental housing development located at 3150 Mundy Street, Miami, FL 33133	3150 Mundy Street, Miami, FL 33133	District 7 (Suarez)	1	\$ 1,244,072.00
4	South Miami Plaza Preservation, LLC	Public Housing Rehabilitation	Housing	Rehabilitation of an existing 97-unit Public Housing development serving Seniors. Activity located at 6701 SW 62nd Avenue, South Miami, FL 33143 in the South Miami NRSA.	6701 SW 62nd Avenue (South Miami NRSA)	District 7 (Suarez)	1	\$ 980,338.00
5	Dante Fascell Preservation, LLC	Public Housing Rehabilitation	Housing	The Dante Fascell project located at 2925-2929 NW 18 Avenue, Miami, is a preservation and rehabilitation project. Dante Fascell is a Public Housing development that currently has 146 elderly Public Housing units in service. Upon completion, the project will contain 151 units.	2925-2929 NW 18 Avenue Miami, FL	District 3 (Edmondson)	1	\$ 883,527.00

Reallocation Legend: 1=Projects identified for timely expenditure; 2=CAC High Priority for NRSAs; 3=Activity transferred to a County Department; 4=The agency cleared new HOME CHDO certification.

**Exhibit II
Public Housing and Community Development
CDBG Reallocation Recommendations**

#	Agency	Activity Title	Category	Activity Description	Activity Address	District & Commissioner Name	Reason for Reallocation	Amount to be Reallocated
6	Jack Orr Plaza Preservation Phase One, LLC	Public Housing Rehabilitation	Housing	Preservation and rehabilitation of the Public Housing development. The development project consists of 200 rental units for the elderly.	550 NW/ 5 Street, Miami FL 33128	District 5 (Barreiro)	1	\$ 2,848,594.00
7	Miami-Dade Public Housing and Community Development	Housing Rehabilitation	Housing	Rehabilitation up to 5 public housing developments to include interior and exterior repairs, exterior painting, re-roofing of entrance and stucco repairs. Also demolition of the Modello housing development.	701 NW/ 1st Court, Miami, FL 33136	County-wide (All Commission Districts)	1	\$ 1,192,433.98
Total Reallocation CDBG funds:								
								\$ 7,611,600.91
HOME CHDO								
1	Carfour Supportive Housing, Inc.	HOME CHDO	Housing	Rehabilitation of existing 94 unit garden apartment building for affordable housing for low-moderate income persons.	8520 Harding Avenue, Miami Beach, FL	District 4 (Heyman)	4	\$ 180,517.52
Total Reallocation HOME CHDO funds:								\$ 180,517.52

Reallocation Legend: 1=Projects identified for timely expenditure; 2=CAC High Priority for NRSAs; 3=Activity transferred to a County Department; 4=The agency cleared new HOME CHDO certification.

Exh. II
Public Housing and Community Development
FY2013 Action Plan Amendment -Funding Levels

Funding Source	Projected Allocation	Final Allocation	Difference
CDBG	\$ 10,611,175.00	\$ 11,001,601.00	\$ 390,426.00
HOME	\$ 3,507,000.00	\$ 3,324,357.00	\$ (182,643.00)
ESG	\$ 1,410,000.00	\$ 774,117.00	\$ (635,883.00)

FY2013 Action Plan Activity Adjustments		Original Allocation	Allocation Adjustments	Revised Allocation Adjustments
PHCD- Pub. Housing Rehab. (increased)		\$ 10,611,175.00	\$ 390,426.00	\$ 11,001,601.00
<hr/>				
PHCD- Housing Rental New Construction and Rental Rehabilitation (reduction)		\$ 3,507,000.00	\$ 182,643.00	\$ 3,324,357.00
<hr/>				
<i>Emergency Solutions Grant</i>		\$ 1,410,000.00	\$ 635,883.00	\$ 774,117.00
Camillus House (reduction)		\$ 750,000.00	\$ 285,530.00	\$ 464,470.00
PHCD Administration (\$110,000 eliminated)		\$ 110,000.00	\$ 110,000.00	\$ -
Citrus Health Network (reduction)		\$ 550,000.00	\$ 240,353.00	\$ 309,647.00

North Central Dade Area Coalition, Inc.

Miami – Dade, Florida

7900 NW 27th Ave. Suite 236, Miami, FL 33147 - 305-318-5741

July 12, 2013

Miami-Dade Public Housing and Community Development
Greg Fortner, Director
701 NW 1st Court
Miami FL 33136

Subject: Comments on Proposed Substantial Amendments to
FY2004-2013 Action Plans.

These action plan amendments effecting District 2 & 3 should be delayed until the community has had an opportunity to get more information, awareness, and be heard on reallocation recommendations.

The proposed recommendations show that funds will be recaptured from North Central (Dist. 2 & 3) and Countywide projects for:

Economic Development, Housing, Parks and Recreation,
Public Facilities and Capital Improvements

At the same time, reallocation recommendations redirect these funds to other districts even though there are significant needs in North Central. For example, parks improvements have been requested in the same three parks from which funds are being recaptured (Gwen Cherry, Broadway, and Olinda.

We believe that the process and timetable for making these decisions does not adequately allow for community input, and does not equitably address the housing and community development needs and priorities of North Central residents and stakeholders.

The North Central Dade Area Coalition joins the Model City CAC and other community advocates in making the following request and recommendation:

These action plan amendments effecting District 2 & 3 should be delayed until the community has had an opportunity to get more information, awareness, and be heard on reallocation recommendations.

Thank you for your consideration and support,

Doretha G. Nicholson
Executive President,
North Central Dade Area Coalition

Cc: Commissioner Audrey Edmonson
Commissioner Jean Monestime
Gigi Tinsley, V.P. Model City CAC
Karen Moore, Consultant, 79th St. CRA

Eschibet

8K1-7-16-13 BCC

~BE ONE-OF-THE-HUNDRED FOR POSITIVE CHANGE IN ENCIDA~

MEMORANDUM

Agenda Item No. 11(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Resolution requiring a detailed project budget, sources and uses statement, certifications as to past defaults on agreements with non-county funding sources, and due diligence check prior to the County Mayor recommending a commitment of County funds to social services, economic development, community development, and affordable housing agencies and providers

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chair Lynda Bell and Co-Sponsors Commissioner Sally A. Heyman and Chairwoman Rebeca Sosa.



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 11(A)(1)

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(1)
7-16-13

RESOLUTION NO. _____

RESOLUTION REQUIRING A DETAILED PROJECT BUDGET, SOURCES AND USES STATEMENT, CERTIFICATIONS AS TO PAST DEFAULTS ON AGREEMENTS WITH NON-COUNTY FUNDING SOURCES, AND DUE DILIGENCE CHECK PRIOR TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE RECOMMENDING A COMMITMENT OF COUNTY FUNDS TO SOCIAL SERVICES, ECONOMIC DEVELOPMENT, COMMUNITY DEVELOPMENT, AND AFFORDABLE HOUSING AGENCIES AND PROVIDERS; REQUIRING CERTAIN TERMS TO BE INCLUDED IN CONTRACTS

WHEREAS, Miami-Dade County provides funding from state, local and federal sources for the provision of economic development, community development, and affordable housing activities as well as social services throughout the County, which include but are not limited to general revenue funds, local Documentary Surtax funds, State Housing Initiative Partnership funds, Home Investment Partnerships funds, Emergency Services Grant funds, and Community Development Block Grant funds, and funds awarded through the County's Community-Based Organization ("CBO") funding process (hereinafter together referred to as "Housing and Community Development Funds"); and

WHEREAS, the County's need is great but its resources are limited, making the efficient and transparent use of these Housing and Community Development Funds imperative; and

WHEREAS, this Board desires to ensure that agencies who receive Housing and Community Development Funds ("Agency" or "Agencies") are ready to proceed with the project, are limiting the amount spent on administrative costs, are properly leveraging the Housing and Community Development Funds with other available funds, and are using Housing and Community Development Funds to provide much-needed services to the County's residents; and

WHEREAS, past instances of poor performance and lack of accountability on the part of agencies receiving Housing and Community Development Funds have caused the Board to institute reform and tighten County procedures; and

WHEREAS, this Board desires to ensure that the County Mayor or County Mayor's designee includes certain protections for the County in contracts negotiated and executed between the County and the Agencies,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Board directs the County Mayor or County Mayor's designee, prior to making a recommendation for funding, awarding, entering into a contract for, or otherwise issuing any form of commitment of Housing and Community Development Funds, require that Agencies submit to the County Mayor or County Mayor's designee: (A) an affidavit certifying that, within the past five (5) years, neither the Agency nor its directors, partners, principals, members or board members (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract; (ii) have been cited by a funding source for non-compliance or default under a contract; or (iii) have been a defendant in a lawsuit based upon a contract with a funding source; and (B) a detailed project budget and Sources and Uses Statement which shall be sufficiently detailed to show (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the Housing and Community Development Funds will be "gap" funds, meaning that they would be the last remaining funds needed to ensure funding for the total project cost; (iv) any profit to be made by the person or agency; and (v) amount of funds devoted toward the provision of the desired services or activities. The County Mayor or County Mayor's designee is directed to create a form of the affidavit described above in subsection (A),

which shall include a section for the Agency to explain any matters which prohibit the Agency from making the certifications required and a section to explain if and how any of the matters disclosed were resolved.

Section 2. Prior to the County Mayor or County Mayor's designee making a recommendation for funding, entering into a contract for, or otherwise issuing any form of commitment of Housing and Community Development Funds to any person or entity, the County Mayor or County Mayor's designee shall engage in a due diligence effort which includes checking all sources listed on Exhibit 1, attached hereto, and ensuring that the person or entity is not in non-compliance on other contracts involving Housing and Community Development Funds.

Section 3. The County Mayor or County Mayor's designee is directed to incorporate the policies espoused in Sections 1 and 2, above, into its competitive and non-competitive processes for selecting persons or agencies to receive Housing and Community Development Funds, including but not limited to the annual Request for Application (RFA) process administered by the Public Housing and Community Development Department, or its successor department, and the annual Community-Based Organization funding process. The County Mayor or County Mayor's designee is further directed to include with any recommendation for funding or award of any contract for Housing and Community Development Funds a description of the due diligence investigation performed in a section of the justification memorandum called "Due Diligence" and to report to the Board any instance where the research conducted pursuant to Sections 1 and 2, herein, revealed information which affected, either positively or negatively, the County Mayor or County Mayor's designee's decision to recommend a particular agency for funding or which may adversely affect the Board's decision to approve said recommendations.

Section 4. The County Mayor or County Mayor's designee is directed to include a provision in contracts negotiated and executed between the County and Agencies receiving Housing and Community Development Funds to permit the County Mayor or County Mayor's designee to make unannounced, on-site visits during normal working hours to the Agency's headquarters and/or any location or site where the services contracted for are performed.

Section 5. This resolution is intended to apply only to contracts or recommendations by the County Mayor or County Mayor's designee which are submitted to the Board after the adoption date of this resolution.

The Prime Sponsor of the foregoing resolution is Vice Chair Lynda Bell and the Co-Sponsors are Commissioner Sally A. Heyman and Chairwoman Rebeca Sosa. 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.



Brenda Kuhns Neuman

Exhibit 1
Due Diligence Checklist

Miami-Dade County Office of Inspector General searchable website
Vendor Registration documents, affidavits, and applicable licenses (ADPICS, BTS, and the Florida Department of Business and Professional Regulation
(<http://www.myfloridalicense.com/dbpr/>)
Insurance, and/or bonds, as applicable
SBD Violations Report (<http://www.miamidade.gov/sba/reports-history-of-violations.asp>)
Florida Convicted Vendor List
(http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)
Contractor Debarment Report (<http://www.miamidade.gov/sba/reports-debarment.asp>)
Delinquent Contractors (http://wasiap.miamidade.gov/ARI/menu_1_0.do)
Goal Deficit Make-Up Report (<http://www.miamidade.gov/sba/reports-goal-deficit.asp>)
Suspended Contractors (<http://egvsys.metro-dade.com:1608/wwwserv/ggvt/bnzawbcc.dia>)
Florida Suspended Contractors
(http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/suspended_vendor_list)
Federal Excluded Parties List System (<https://www.epls.gov/>)
Sudan-Iran Affidavit (<http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X7I3-E%3D&tabid=751&mid=2409>)
State of Florida Corporations (Sun Biz) (<http://www.sunbiz.org/search.html>) (or State of Corporate Registration)
Capital Improvements Information System (CIIS) database, if applicable
(http://intra.miamidade.gov/CIIS/CIIS_Menu_Main.asp) (*Construction only*)
A&E Technical Certification Report (<http://www.miamidade.gov/procurement/technical-certification.asp>) (*Design and Professional Services only*)
Pre-Qualification Report (<http://www.miamidade.gov/procurement/pre-qualification-certification.asp>)
(*Design and Professional Services only*)
Web search for compliance and performance record (including Better Business Bureau and other jurisdictions)
Reference checks for contracts similar in scope (including County departments, other agencies, and companies/firms). *If a contractor has performance or compliance issues on another contract, the scope of that contract must be compared with the subject contract.*
Tax returns, Financial Statements (Audited), Pro Forma statements, and other financial documents/statements
Local public records search (including the Miami-Dade Clerk of Courts <http://www2.miamidadeclerk.com/public-records/>)
Dunn & Bradstreet financial reports*
Public Access to Court Electronic Records (PACER) litigation reports*

* These are subscription-based services. Please contact Procurement Management Services if a project warrants access to these services.

MEMORANDUM

Agenda Item No. 11(A)(2)

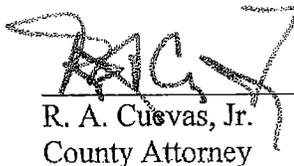
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Resolution providing that no more than twenty-five percent of a community based organization's administrative budget may be paid from Miami-Dade County general funds

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Esteban L. Bovo, Jr. and Co-Sponsors Vice Chair Lynda Bell and Chairwoman Rebeca Sosa.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 11(A) (2)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(2)
7-16-13

RESOLUTION NO. _____

RESOLUTION PROVIDING THAT NO MORE THAN TWENTY-FIVE PERCENT OF A COMMUNITY BASED ORGANIZATION'S ADMINISTRATIVE BUDGET MAY BE PAID FROM MIAMI-DADE COUNTY GENERAL FUNDS

WHEREAS this Board wishes to support non-profit, community-based organizations in their efforts to benefit the citizens of Miami-Dade County; and

WHEREAS this Board recognizes that many non-profit, community-based organizations do not have financial resources necessary to pay all of its administrative expenses; and

WHEREAS it is in the best interest of the County to ensure that the focus of its limited general funds is the provision of direct services to members of the community; and

WHEREAS this Board desires to establish a cap on the amount that any single Community Based Organization may receive from the County's General Fund for its administrative budget; and

WHEREAS, this cap shall apply to the administrative budget of a Community Based Organization, including but not limited to: 1) salaries, benefits and fringes of the Community Based Organization's management personnel (i.e. executive directors, agency heads); 2) overhead costs; and 3) clerical or other administrative personnel who do not directly provide the services required pursuant to the Community Based Organization's contract with the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that no more than twenty-five percent (25%) of a Community Based Organization's administrative budget, as delineated above, may be paid from Miami-Dade County General Funds.

The Prime Sponsor of the foregoing resolution is Commissioner Esteban L. Bovo, Jr. and the Co-Sponsors are Vice Chair Lynda Bell and Chairwoman Rebeca Sosa. 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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

Approved by County Attorney _____
to form and legal sufficiency.

By: _____
Deputy Clerk

Shannon Summerset-Williams

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Resolution directing the Mayor to negotiate with the collective bargaining agents representing County employees for the purpose of implementing recommendation number five and suggestion number one from the final report of the Compensation and Benefits Review Ad Hoc Committee which would limit the payout of sick leave for newly-hired County employees to a maximum of 600 hours

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Esteban L. Bovo, Jr. and Co-Sponsors Vice Chair Lynda Bell and Chairwoman Rebeca Sosa.



R. A. Cuevas, Jr.
County Attorney

RAC/cp



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 11(A)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
7-16-13

RESOLUTION NO. _____

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE BARGAINING AGENTS REPRESENTING COUNTY EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING RECOMMENDATION NUMBER FIVE AND SUGGESTION NUMBER ONE FROM THE FINAL REPORT OF THE COMPENSATION AND BENEFITS REVIEW AD HOC COMMITTEE WHICH WOULD LIMIT THE PAYOUT OF SICK LEAVE FOR NEWLY-HIRED COUNTY EMPLOYEES TO A MAXIMUM OF 600 HOURS WITH THE PAYOUT TO BE CALCULATED AT THE AVERAGE RATE OF AN EMPLOYEE'S EARNINGS AND WOULD REDUCE THE MAXIMUM LIMIT FOR ACCRUAL OF ANNUAL LEAVE FOR NEWLY-HIRED EMPLOYEES FROM 500 HOURS TO 300 HOURS

WHEREAS, the Board of County Commissioners created the Compensation and Benefits Review Ad Hoc Committee ("Ad Hoc Committee") to review employment and benefits policies and practices of County employees; and

WHEREAS, Commissioner Esteban L. Bovo, Jr. actively participated as an appointed member of the Ad Hoc Committee; and

WHEREAS, the Ad Hoc Committee held numerous meetings and analyzed a voluminous amount of information; and

WHEREAS, on March 20, 2013, Commissioner Barbara Jordan who served as Ad Hoc Committee Chairperson, submitted to the Board its Final Report containing suggestions and recommendations; and

WHEREAS, in its Final Report, the Ad Hoc Committee recommended that sick leave payouts for newly-hired County employees be limited to 600 hours and be calculated using the average employee earnings during the period of accrual; and

WHEREAS, in its Final Report, the Ad Hoc Committee suggested that the County's current policy of allowing employees to accrue up to 500 hours of annual leave be reduced to 300 hours for newly-hired employees only,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Mayor or Mayor's designee is hereby directed to negotiate with the collective bargaining agents representing County employees for the purpose of implementing recommendation number five and suggestion number one from the March 20, 2013 Final Report of the Compensation and Benefits Review Ad Hoc Committee which would limit the payout of sick leave for newly-hired County employees to a maximum of 600 hours with the payout to be calculated at the average rate of an employee's earnings and would reduce the maximum accrual limit for annual leave from 500 hours to 300 hours for newly-hired employees only.

The Prime Sponsor of the foregoing resolution is Commissioner Esteban L. Bovo, Jr. and the Co-Sponsors are Vice Chair Lynda Bell and Chairwoman Rebeca Sosa. 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.



Eric A. Rodriguez

MEMORANDUM

Agenda Item No. 11(A)(7)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Resolution approving terms
of and authorizing execution
by County Mayor of
Agreement between Miami-
Dade County and the Florida
International University Board
of Trustees for development
of District 11 strategic plan

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Juan C. Zapata.



R. A. Cuevas, Jr.
County Attorney

RAC/jls



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
7-16-13

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY COUNTY MAYOR OR MAYOR'S DESIGNEE OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR DEVELOPMENT OF A DISTRICT 11 STRATEGIC PLAN; DELEGATING TO COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AUTHORITY TO EXERCISE CERTAIN CANCELLATION AND TERMINATION PROVISIONS; AND WAIVING APPLICATION OF USER ACCESS PROGRAM TO THE AGREEMENT IN ACCORDANCE WITH SECTION 2-8.10 OF THE CODE OF MIAMI-DADE COUNTY

WHEREAS, a strategic plan that includes, at a minimum, economic analysis, development recommendations, a general assessment of physical conditions, and development guidelines would assist the County in determining how best to spur economic development and maximize public resources and private investment in Commission District 11; and

WHEREAS, this Board finds that a strategic plan that evaluates and analyzes relevant data pertaining to Commission District 11 so as to use that information as a planning tool to, at a minimum, promote economic development, improve transportation and infrastructure, and provide needed housing serves a public purpose and is in the best interest of the County; and

WHEREAS, this Board wishes to approve the Agreement by and between the County and the Florida International University Board of Trustees (the "Contractor"), in substantially the form attached to this resolution and incorporated herein by this reference (the "Agreement"), for the development of a strategic plan for Commission District 11 as detailed in the Agreement; and

WHEREAS, the services provided by the Florida International University Board of Trustees pursuant to the Agreement will be funded by Commission District 11 office funds in an amount not to exceed the lesser of: (a) \$89,800; or (b) the difference between \$89,800 and the aggregate amount of donations, grants, gifts or other amounts received by the Contractor or any

of its affiliated entities, including non-profit corporations, which are directly attributable or properly allocable to fund the Services; and

WHEREAS, this Board finds that a waiver of the application of the County's User Access Program to this contract is in the best interest of the County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby approves the terms of and authorizes the County Mayor or the County Mayor's designee to execute the Agreement, in substantially the form attached to this resolution and incorporated herein by this reference.

Section 3. The County Mayor or the County Mayor's designee shall have the authority to exercise such delegated authority as is specifically identified in the Agreement.

Section 4. This Board, finding that the waiver of the application of the User Access Program is in the best interest of the County, hereby waives the application of the requirements of Section 2-8.10 of the County Code to the Agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Juan C. Zapata. 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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GBK

Geri Bonzon-Keenan

Date

Florida International University
11200 SW 8TH St., MARC 430
Miami, FL 33199-0001

Re: Contract No.
Title "District 11 Strategic Development Plan"

Dear Mr. Roberto Gutierrez:

This letter sets forth the terms of the agreement (the "Agreement") between Miami-Dade County (the "County") and The Florida International University Board of Trustees (the "Contractor") for the performance of services and delivery of deliverables in accordance with the terms and conditions as stated herein. This Agreement contains the entire agreement between the parties as to all matters contained herein. The Contractor shall provide services to the County in accordance with Appendix A, Scope of Services at the direction of and to the satisfaction of the County's Contract Manager (the "Services"). The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. Notwithstanding and prevailing over anything in this Agreement and its Appendices to the contrary, the Scope of Services does not include professional architectural, engineering, landscape architecture, or surveying and mapping services as defined in Section 287.055, Florida Statutes. The Contractor shall be paid as set forth in this Agreement.

1) DEFINITIONS

- a. The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all other attachments hereto and all amendments issued hereto.
- b. The word "Days" to mean Calendar Days.

2) CONTRACT TERM

The Contract shall become effective on the date of execution by all of the parties and shall be for the duration of seven (7) months. The County reserves the right to exercise its option to extend this Contract for up to one hundred eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

3) NOTICE REQUIREMENTS

All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(i) to the County

Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director, Procurement Management Services
Phone: (305) 375-5548
Fax: (305) 375-2316

(ii) To the Contractor

Florida International University
11200 SW 8th St., MARC 430
Miami, FL 33199-0001

Attention: Robert Gutierrez
Phone: 305-348-2494
Fax: 305-348-4117
E-mail: gutierr@fiu.edu

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

4) ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Contract, and that this Contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment approved by the County and Consultant. If there is a conflict between or among the provisions of this Contract, the order of precedence is as follows: 1) these terms and conditions and 2) the Scope of Services (Appendix A).

5) PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

6) PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor not funded by other sources of funds received by the Contractor or any of its affiliated entities, including non-profit corporations, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically commencing November 2013, but not more than once per month upon invoices certified by the Contractor. Notwithstanding and

prevailing over anything herein to the contrary, the amount due by the County under the terms of this Agreement shall be the lesser of: (a) \$89,800; or (b) the difference between \$89,800 and the aggregate amount of donations, grants, gifts or other amounts received by the Contractor or any of its affiliated entities, including non-profit corporations, which are directly attributable or properly allocable to fund the Services. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and maintained by Contractor in its usual course of business, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
 Internal Services Department
 111 N.W. 1st Street, Suite 1375
 Miami, FL 33128-1974
 Attention: Assistant Director, Procurement Management Services
 Phone: (305) 375-5548
 Fax: (305) 375-2316

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

7) TERMINATION FOR CONVENIENCE

The County or Contractor, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice to the other party. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination and, if terminated by the County, for non-cancelable commitments entered into by Contractor in furtherance of this contract prior to termination by the County.

8) TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The Contractor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

9) INSPECTOR GENERAL REVIEWS

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of

an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor and their respective officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

10) INDEMNIFICATION AND INSURANCE

To the extent permitted by and within the limitations of Fla Stat. Section 768.28, the Contractor 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 action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, or principals.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Pursuant to Fla. Stat. Section 1001.72, Contractor, a public instrumentality of the State of Florida, maintains insurance coverage under the State of Florida Risk Management Trust Fund, established pursuant to Chapter 284, Florida Statutes, and administered by the State of Florida, Department of Insurance.

11) VENDOR REGISTRATION AND CONFLICT OF INTEREST

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement.

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

12) LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

13) GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

14) CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the Contractor, continue until completion at the same prices, terms and conditions.

15) ASSIGNMENTS

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

16) ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor or other auditor of the County's choosing at the County's expense. The Contractor shall provide access to all its records, which relate directly or indirectly to its Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

The Florida International University
Board of Trustees

Miami-Dade County

By: _____

By: _____

Name: Robert Gutierrez

Name: _____

Title: Director, Pre-Award

Title: _____

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Attachments: Appendix A
Appendix B

Appendix A
Scope of Services



Mr. Bernardo Escobar
Chief of Staff, County Commissioner's Office
District 11, Miami-Dade County
Downtown Office
111 N.W. 1st Street, Suite 320
Miami, Florida 33128

Date 2013-04-02

Re: Strategic Development Plan DRAFT Proposal for District 11 Miami-Dade, Florida

Dear Mr. Escobar,

FIU by Design respectfully present our DRAFT proposal for planning and design services the District 11 Strategic Plan.

As per our last discussion of the potential scope of work for the proposed *District 11 Strategic Development Plan*, FIU by Design has restructured the project to deliver a more compact, tightly focused Strategic Development Plan. The District 11 Strategic Development Plan will fit within, and respond to the County's Comprehensive Plan for the District. The population of District 11 (213,839) is comparable to San Bernardino, CA; Scottsdale, AZ; and Orlando, FL. The combined population of Districts 10, 11 and 12 would form the 38th largest populated area in the United States. District 11 is larger than Tallahassee, FL and in close proximity to resources in the Miami metropolitan area. We look forward to working with the Commissioner's office to develop a strategic plan to foster success for an area with the potential to be a significant economic force and highly desirable place to live and work.

Proposed Scope of Services:

The sections outlined below constitute in sum the scope of the Strategic Development Plan proposed as the outcome of this study. This proposal includes the following work to be completed according to the schedule outlined:

1. Economic Analysis and Development Recommendations to be based on current available data. The analysis will include industry profiles, inventory and classification of local firms, market base study, public infrastructure and site planning needs, private capital needs, production technologies, supporting and complementary industries, workforce development needs, institutional support and demographics. We will focus on leveraging economic opportunity for the District that utilizes the strengths of the major stakeholders.



- Demographic Profile: Including population, household structure, race, income, and educational attainment.
- Housing: Current housing inventory, units, condition, value, and sales and foreclosure patterns.
- Economy & Industry Profile: Including, but not limited to gross employment, labor force composition, industry structure, classification of local firms, retail sales, and purchasing power.

After completing the base profile analysis, the Project Team will use the data to complete a benchmark analysis of the District against a set of comparable communities. Benchmarking is an efficient means of comparing key issues and establishing performance for community development.

2. General Assessment of Physical Conditions: The Project Team, using its own analysis as outlined in 1 will develop a detailed analysis of how those economic assets can be leveraged with the physical conditions to create economic and community development within the District. The part of the study will focus on:

- *Land Use:* Including major neighborhoods and housing, commercial areas and significant institutions. This will focus on housing stabilization and market development.
- *Environment:* Streetscape, Parks, and important Greenways including physical design, landscape, and urban design issues aimed at improving livability, sustainable development, and physical and landscape design at key nodes designed to improve the identity and distinctiveness of the District's Neighborhoods.
- *Traffic and Circulation:* Roadway system, conditions, and volume; public transit routes and capacity; and sewer, water and power capacity.
- *Urban Conditions:* Density, design, circulation, connectivity and architectural image survey for the District's neighborhoods and composite communities.

3. Development Guidelines: using the collective data from the Economic Analysis and Development Recommendations and the General Assessment of Physical Conditions, the Guidelines will be phased as 5- and 10-year increments to allow strategic planning options. This part of the study focuses on Urban Design, Landscape and "Place-Making" that uses that data collected in study 1 and 2. The goals are to: 1) improve livability, generate sustainable development, improve the physical and landscape design, develop a distinctive identity for the District within the greater Miami area.



The Project Team will complete an interim report identifying a prioritized action agenda of key redevelopment projects, policies, design guidelines, and related strategies most critical and achievable from the results of tasks 1 and 2. The Strategic Action Agenda will include a discussion of each strategic action item's importance, potential impact, benefits, and cost. In addition, the Team will identify a prospective list of potential funding sources for each project suggested in the Strategic Action Agenda.

- The Draft Strategic Development Plan will be submitted and working with the District Commissioner's Office, presented in a series of community open houses for review and comment.
- The Project Team will complete and submit the final Strategic Plan Document and associated presentation products to the County and District Commissioner's Office, reflecting the comments and review from the final community review process.

Schedule:

The FIU team will complete the work in six (6) months including one half-day meeting to begin the project and three interim meetings with the Commissioner's Office to review draft findings prior to submitting final documents.

Fee Basis:

The fee for the three-part Strategic Development Document will be a lump sum amount as follows:

Economic Analysis	\$26,600	[28.3%]
Assessment of Physical Conditions	\$25,600	[28.3%]
Place-Making Guidelines	\$37,600	[43.3%]
Total Fee	NTE \$89,800	

The proposed study necessitates that all three components of the Strategic Development Document be completed. We are prepared to execute a standard contract prepared by Florida International University based on Terms and Conditions of work done within the Florida State system.

We would expect to be able to begin the study with an inaugural meeting of the FIU by Design team and the County within four weeks after we get your authorization to proceed.

14



Please feel free to contact Brian Schriner if you need clarification or further detail. If this DRAFT proposal meets with your approval, please sign and return one copy of this Letter of Authorization to acknowledge the County's review of the terms of the agreement.

We look forward to working with the County on this very exciting project to enhance and develop a thriving community through strategic planning.

Sincerely

A handwritten signature in black ink, appearing to read "Winifred E Newman", is written over a faint, illegible printed name.

Winifred E Newman

cc: Brian Schriner FIU
Amir Mirman FIU
Javier Marques FIU

MEMORANDUM

Agenda Item No. 11(A)(9)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Resolution directing the Mayor
to negotiate with the collective
bargaining agents representing
County employees for the
purpose of implementing the
recommendations of the
Compensation and Benefits
Review Ad Hoc Committee

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Commissioner Barbara J. Jordan and Commissioner Jean Monestime.



R. A. Cuevas, Jr.
County Attorney

RAC/smm



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 11(A)(9)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(9)
7-16-13

RESOLUTION NO. _____

RESOLUTION DIRECTING THE MAYOR OR MAYOR'S
DESIGNEE TO NEGOTIATE WITH THE COLLECTIVE
BARGAINING AGENTS REPRESENTING COUNTY
EMPLOYEES FOR THE PURPOSE OF IMPLEMENTING THE
RECOMMENDATIONS OF THE COMPENSATION AND
BENEFITS REVIEW AD HOC COMMITTEE

WHEREAS, the Board of County Commissioners created the Compensation and Benefits Review Ad Hoc Committee ("Ad Hoc Committee") to review employment and benefits policies and practices of County employees; and

WHEREAS, Commissioner Barbara J. Jordan was appointed as the Chair of the Ad Hoc Committee; and

WHEREAS, Commissioner Esteban L. Bovo, Jr., Commissioner Jose "Pepe" Diaz, and Commissioner Jean Monestime were appointed as Committee members to the Ad Hoc Committee; and

WHEREAS, the Ad Hoc Committee held numerous meetings and analyzed a voluminous amount of information; and

WHEREAS, on March 20, 2013, Commissioner Barbara Jordan who served as Ad Hoc Committee Chairperson, submitted to the Board its Final Report containing suggestions and recommendations; and

WHEREAS, in its Final Report, the Ad Hoc Committee made five specific recommendations that were discussed at a Workshop with members of the Board of County Commissioners who conducted a straw poll favorable to all five recommendations in the Final Report and requested the preparation of an action item directing the Mayor to negotiate the recommendations in the Final Report with the County's collective bargaining agents,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Mayor or Mayor's designee is hereby directed to negotiate with the collective bargaining agents representing County employees for the purpose of implementing the following recommendations from the March 20, 2013 Final Report of the Compensation and Benefits Review Ad Hoc Committee:

1. Reduce the number of job classifications in the County Pay Plan; and
2. Combine the merit and cost of living adjustment (COLA) to a maximum of 5% annually; and
3. Evaluate long-term part-time employees to determine if eligible for full-time conversion; and
4. Restructure the Pay Plan with open ranges and reduce the new hire rate by approximately 9-10% (2 steps), thus implementing an additional tier to the Pay Plan; and
5. For new hires only limit sick leave payments to a maximum of 600 unused sick leave hours and calculate the payout rate at a weighted average of the employee's total earnings, rather than at the rate earned at separation.

The Co-Prime Sponsors of the foregoing resolution are Commissioner Barbara J. Jordan and Commissioner Jean Monestime. 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:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.

GHS FOR EAR

Eric A. Rodriguez

11B1



MEMORANDUM
BOARD OF COUNTY COMMISSIONERS

TO: Christopher Agrippa
Clerk of the Board

DATE: July 16, 2013

FROM: Jean Monestime
Commissioner, District 2

SUBJECT: Allocations from
District 2 office funds

I am allocating the following from **District 2 office funds**:

New Hope Development Center, Inc.	\$ 250.00	
Miami-Dade NAACP	\$ 400.00	
Expenses for June 11, 2013 Community Workshop	\$ 885.00	
Expenses for June 14, 2013 Community Empowerment Conference	\$ 222.50	
Expenses for July 4, 2013 Celebration	\$ 205.76	
Black Affairs Advisory Board	\$ 250.00	
AFL CIO	\$ 250.00	
Dr. Robert B. Ingram Foundation, Inc.	\$ 500.00	

Date: July 16, 2013

To: Christopher Agrippa
Clerk of the Board

From: Sally A. Heyman
Commissioner, District 4

Subject: Community-based Organization allocations presented at the July 16, 2013
Board of County Commission Meeting



11B2

SAX

I would like to be **reimbursed** for the allocations I already made to the organizations below from the **District 4 Office Account**.

Organization Name	Allocation Amount
Nautilus Middle School	\$ 192.00
Best Buddies	\$ 750.00
Women's Fund	\$ 250.00
ARC of South Florida	\$ 850.00
University of Miami CARD <i>autism</i>	\$ 125.00
University of Miami CARD <i>autism</i>	\$ 375.00
Tiffany Cannava – Ruth K. Broad <i>Elementary</i>	\$ 100.00
Actors Playhouse	\$ 100.00
International Women's Forum	\$ 1,000.00

1/B3



Rebeca Sosa

Date: July 16, 2013
To: Harvey Ruvlin, Clerk of the Courts
From: Chairwoman Rebeca Sosa, District 6

Subject: Allocations to be presented at the Board of County Commission Meeting of Tuesday, July 16, 2013.

I would like to allocate funding to the following organizations:

From District 6 Office Funds

Organization Name	Allocation Amount
Office Workshop Seminar on August 2, 2013	\$ 325.00
Centro Comunitario De Ayuda Enlace, Inc.	\$1,000.00



11B4

MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Downtown Office: 111 NW 1st Street, Suite 220, Miami, FL 33128, Ph: (305) 375-5218 Fax (305) 372-6073

District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176. Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Transitional Division Chief
Clerk of the Board

From: The Honorable Lynda Bell, Vice Chair
Miami-Dade County Board of County Commissioners, District 8

Lynda Bell

Re: Allocation to ARTHSOUTH

I would like to make an allocation from my District 8 office budget in the amount of \$1,000.00 to ARTSOUTH in support and sponsorship of their arts summer camp.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/cc



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Downtown Office: 111 NW 1st Street, Suite 220, Miami, FL 33128, Ph: (305) 375-5218 Fax (305) 372-6073

District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176, Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Division Chief
Clerk of the Board

From: The Honorable Lynda Bell
Miami-Dade County Board of County Commissioners, District 8

Re: Allocation to Animal Services

A handwritten signature in cursive script that reads "Lynda Bell".

I would like to make an allocation from my District 8 office budget in the amount of \$800.00 to Animal Services in support of the District 8 Spay/Neutering and Adoption Event.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/jp

cc: Jennifer Moon, OMB Director
Charles Anderson, Commission Auditor
Robert A. Cuevas, County Attorney
Vivian Gonzalez-Cao, OMB, Business Analyst
Miriam Rivero, Support Staff Office Manager



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

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District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176. Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Transitional Division Chief

Clerk of the Board

From: The Honorable Lynda Bell, Vice Chair

Miami-Dade County Board of County Commissioners, District 8

Re: Allocation to PATCHES

I would like to make an allocation from my District 8 office budget in the amount of \$250.00 to PATCHES in support and sponsorship of their 6th Annual Spaghetti Fundraiser Dinner.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/cc



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

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District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176, Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Transitional Division Chief
Clerk of the Board

From: The Honorable Lynda Bell, Vice Chair
Miami-Dade County Board of County Commissioners, District 8

Re: Allocation to THE CAT NETWORK

Lynda Bell

I would like to make an allocation from my District 8 office budget in the amount of \$100.00 to THE CAT NETWORK in support and sponsorship of their Star Spay-ngled Celebration.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/cc



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Downtown Office: 111 NW 1st Street, Suite 220, Miami, FL 33128, Ph: (305) 375-5218 Fax (305) 372-6073

District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176, Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Division Chief
Clerk of the Board

From: The Honorable Lynda Bell
Miami-Dade County Board of County Commissioners, District 8

Re: Allocation to District 8 Adopt-A-Tree Event

A handwritten signature in black ink that reads "Lynda Bell".

I would like to make an allocation from my District 8 office budget in the amount of up to \$50.00 to the District 8 Adopt-A-Tree Event.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/jp

cc: Jennifer Moon, OMB Director
Charles Anderson, Commission Auditor
Robert A. Cuevas, County Attorney
Vivian Gonzalez-Cao, OMB, Business Analyst
Miriam Rivero, Support Staff Office Manager



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Downtown Office: 111 NW 1st Street, Suite 220, Miami, FL 33128, Ph: (305) 375-5218 Fax (305) 372-6073

District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176, Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Transitional Division Chief
Clerk of the Board

From: The Honorable Lynda Bell, Vice Chair
Miami-Dade County Board of County Commissioners, District 8

Re: Allocation to THIS IS THE DOG!

A handwritten signature in cursive script that reads "Lynda Bell".

I would like to make an allocation from my District 8 office budget in the amount of \$1,000.00 to THIS IS THE DOG! for their efforts to help solve the pet overpopulation problem in the South Dade Community.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/cc



MEMORANDUM

OFFICE OF VICE CHAIR LYNDA BELL

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

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District Office: 14707 S. Dixie Hwy., Suite 101, Miami, FL 33176, Ph: (305) 378-6677 Fax: (305) 253-7495

Date: July 16, 2013

To: Christopher Agrippa, Transitional Division Chief
Clerk of the Board

From: The Honorable Lynda Bell, Vice Chair
Miami-Dade County Board of County Commissioners, District 8

A handwritten signature in cursive script that reads "Lynda Bell".

Re: Allocation to Village of Palmetto Bay

I would like to make an allocation from my District 8 office budget in the amount of \$1,000.00 to the Village of Palmetto Bay in support and sponsorship of their 2013 Summer Concert.

If you have any questions, please contact my Chief of Staff, Eddie Borrego, at (305)375-5218.

Thank you for your assistance,

LB/cc



11B5

Memorandum

Commissioner Dennis C. Moss
District 9

Stephen P. Clark Center • 111 NW 1st Street, Suite 320 • Miami, Florida • 33128
Telephone: 305.375.4832 • Facsimile: 305.372.6011 • E-mail: District9@miamidade.gov

Date: July 16, 2013

To: Christoppher Agrippa, Clerk of the Board
Cc: Vivian Gonzalez-Cao, Budget Analyst

From: Dennis C. Moss, County Commissioner, District 9
Miami-Dade Board of County Commissioners

Subject: **Allocation - July 16, 2013**

A handwritten signature in black ink, appearing to read "Dennis C. Moss".

I would like to make the following allocations from my District 9 Office Budget.

1. \$500.00 **New Beginnings Missionary Baptist Church Inc. of South Miami** to support their Senior Citizen's Travel Program
2. \$500.00 **The National Association of The Bahamas** to support their Annual Scholarship Gala
3. \$500.00 **Abstinence Between Strong Teens Int'l, Inc.** to support their "Project HOPE (Healthy Opportunities Provide Empowerment)" program
4. \$1,500.00 **Greater Miami Service Corps.** to support their Fourth Annual Golf Classic and Award Dinner

\$3,000.00



Date: July 16, 2013
To: Clerk of the Board
From: Jose "Pepe" Diaz
Commissioner, District 12
Subject: July 16, 2013 Board of County Commissioners' Meeting

I would like to allocate the following from my:

DISTRICT 12 OFFICE BUDGET

//B6

Organization	Allocation Amount
The Greater Miami Chamber of Commerce	\$1,000.00

I would like to allocate the following from my one-time Sony Open funds (\$7,846) to:

Organization	Allocation Amount
City of Virginia Gardens Youth Summer Camp	\$1,950.00
Parks Foundation swim for Jenny organization for swimming lessons	\$2,146.00
City of Medley Summer Camp	\$1,800.00
City of Hialeah Gardens for free swimming lessons	\$1,950.00

//B7

1138

Date	Allocation	Amount
2/17/2009	Rescind pcard for Valentines Day events	\$353
3/17/2009	Rescind pcard for Spring Jam	\$136
6/2/2009	Rescind Pcard allocation	\$1,398
12/15/2009	Rescind P-Card allocation (Miami Children's Toys)	\$1,819
5/4/2010	Rescind P-Card allocation (Mother Day)	\$3,429
4/4/2011	Rescind P-Card allocation (Ayers Distributor)	\$680
5/3/2011	Rescind allocation for District 12 Spring Festival	\$659
9/22/2011	Rescind allocation District 12 Scholarship Fund	\$4,000
9/22/2011	Rescind District 12 Elderly Christmas Luncheon	\$3,354
9/22/2011	Rescind allocation District 12 Annual Spring Festival	\$2,562
5/15/2012	Rescind allocation for District 12's Annual Mother and Father's Day celebrations	\$3,820

~~For the date listed as valid as originally intended~~

4/21/2009	Rescind allocation for Bijoux Turner - Mother and Fathers	\$2,697
5/4/2010	Rescind allocation for America's People Alliance	\$1,000
6/3/2010	Rescind allocation for Miami Killian Army JROTC	\$1,000
9/21/2010	Rescind allocation for 926th Army Civil Engineer	\$399
11/4/2010	Rescind allocation for Cuban Liberty Council	\$1,000

~~Organizations have never come forward to collect \$6,096~~



MEMORANDUM

Agenda Item No. 15(A)(1)

TO: Honorable Chairwoman Rebeca Sosa, and
Members, Board of County Commissioners

DATE: July 16, 2013

FROM: Honorable Harvey Ruvlin, Clerk
Circuit and County Courts

Christopher Agrippa, Division Chief
Clerk of the Board Division

SUBJECT: Resolution Approving request of
Property Appraiser to retain
outside Legal Counsel to file a
lawsuit against Miami-Dade
County seeking declaratory
judgment regarding the powers of
the Property Appraiser and
authorizing the Property
Appraiser to execute an agreement
for such services, with payment in
an amount not to exceed
\$50,000.00 and to exercise any
extension, renewal and
cancellation provisions

A handwritten signature in black ink, appearing to be "Harvey Ruvlin", written over a horizontal line.

Ordinance 08-62 adopted by the Miami-Dade Board of County Commissioners provides that the Property Appraiser may submit resolutions, ordinances, or reports related to his duties to the Clerk of the Board Division for placement on the next available agenda of the Miami-Dade County Board of County Commissioners.

Attached for placement on the July 16, 2013, County Commissioners' agenda, is a proposed resolution submitted by the Property Appraiser approving request of Property Appraiser to retain outside Legal Counsel to file a lawsuit against Miami-Dade County seeking declaratory judgment regarding the powers of the Property Appraiser and authorizing the Property Appraiser to execute an agreement for such services, with payment in an amount not to exceed \$50,000.00 and to exercise any extension, renewal and cancellation provisions.

CA/fcd
Attachment



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 16, 2013

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

SUBJECT: Agenda Item No. 15(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 15(A)(1)
7-16-13

RESOLUTION NO. _____

RESOLUTION APPROVING REQUEST OF PROPERTY APPRAISER TO RETAIN OUTSIDE LEGAL COUNSEL TO FILE A LAWSUIT AGAINST MIAMI-DADE COUNTY SEEKING DECLARATORY JUDGMENT REGARDING THE POWERS OF THE PROPERTY APPRAISER AND AUTHORIZING THE PROPERTY APPRAISER TO EXECUTE AN AGREEMENT FOR SUCH SERVICES, WITH PAYMENT IN AN AMOUNT NOT TO EXCEED \$50,000.00 AND TO EXERCISE ANY EXTENSION, RENEWAL AND CANCELLATION PROVISIONS

WHEREAS, in January 2008, the Miami-Dade County Home Rule Charter was amended to transfer the duties of the County Property Appraiser from a person appointed and supervised by the Mayor to a person elected and subject to recall by the voters; and

WHEREAS, Carlos Lopez-Cantera was elected Property Appraiser of Miami-Dade County in August 2012, with his term commencing thereafter in January 2013; and

WHEREAS, Property Appraiser Lopez-Cantera asserts that he is an independent constitutional officer pursuant to Article VIII, Section I of the Florida Constitution; and

WHEREAS, Property Appraiser Lopez-Cantera desires to obtain a declaration from the Circuit Court of Miami-Dade County that the office to which he was elected is that of an independent constitutional officer; and

WHEREAS, filing such an action would require Property Appraiser Lopez-Cantera to name the Board of County Commissioners, as the governing body of Miami-Dade County, and Carlos A. Gimenez, in his official capacity as Mayor of Miami-Dade County, as defendants; and

WHEREAS, filing such an action may also require an appeal to the Third District Court of Appeal; and

WHEREAS, Article 5, Section 5.06 of the Charter, provides that the County Attorney “shall serve as legal counsel to the Board, Mayor, and all county departments, offices, and agencies”; and

WHEREAS, Chapter 2, Article VII, Section 2-73(3) of the Code provides that all legal services shall be provided to the Property Appraiser by the County Attorney’s Office; and

WHEREAS, Article 5, Section 5.06 of the Charter authorizes the Board to “employ special counsel for special needs”; and

WHEREAS, Property Appraiser Lopez-Cantera requests outside legal counsel for the purpose of bringing a lawsuit against the Board of County Commissioners and the Mayor; and

WHEREAS, Property Appraiser Lopez-Cantera has negotiated with the law firm of Gelber Schachter & Greenberg, PA to provide legal services for litigating the referenced lawsuit as set forth in the attached agreement; and

WHEREAS, the agreement provides for payment to such firm for attorney’s fees and expenses in an aggregate amount of not to exceed \$50,000.00 and has an initial term of up to two years and a renewal option of up to two years, which may be exercised in the sole discretion of the Property Appraiser,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves Property Appraiser Lopez-Cantera’s request to retain Gelber Schachter & Greenberg, PA as outside legal counsel solely for the purpose of the litigation described in this resolution, pursuant to Section 5.06 of the Miami-Dade County Home Rule Charter. The Board further authorizes

the Property Appraiser to execute the agreement with Gelber Schachter & Greenberg, PA, in substantially the form attached hereto, for and on behalf of the County in an aggregate amount of not to exceed \$50,000.00 and to exercise any extension, renewal and cancellation provisions.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of July, 2013. 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.



Jess M. McCarty

Legal Counsel Services
Contract No. PA-BW0513-

THIS AGREEMENT made and entered into as of this ____ day of _____ by and between Gelber Schachter & Greenberg PA, a corporation organized and existing under the laws of the State of Florida, having its principal office at 1441 Brickell Avenue, Suite 1420, Miami, FL 33131 (hereinafter referred to as the "Law Firm"), and Miami-Dade County Office of the Property Appraiser, having its principal office at 111 N.W. 1st Street, Suite 701, Miami, Florida 33128 (hereinafter referred to as the "PA").

WITNESSETH:

WHEREAS, the Law Firm has offered to provide legal counsel services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); and the requirements of this Agreement; and

WHEREAS, the PA desires to procure from the Law Firm such legal counsel services for the PA, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A).
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean the Property Appraiser Procurement Manager, or the duly authorized representative designated to manage the Contract.
- d) The word "County" to mean Miami-Dade County.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Law Firm to the PA's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the PA's Project Manager, and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the PA's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the PA.
- i) The word "Law Firm" to mean Gelber Schachter & Greenberg and its permitted successors and assigns.
- j) The word "PA" to mean Miami-Dade County Property Appraiser.
- k) The words "Project Manager" to mean the Property Appraiser or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Law Firm.
- m) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Law Firm in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, and 2) the Scope of Services (Appendix A).

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives. Upon the exhaustion of funds, Law Firm shall not be precluded from entering into a contract with third parties for services rendered to handle this lawsuit.
- b) The Law Firm shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the PA in all aspects of the Services performed hereunder.
- c) The Law Firm acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the law Firm shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Law Firm shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the PA's Project Manager.
- e) The Law Firm acknowledges that the PA shall be responsible for making all policy decisions regarding the Scope of Services. The Law Firm agrees to provide input on policy issues in the form of recommendations. The Law Firm agrees to implement any

and all changes in providing Services hereunder as a result of a policy change implemented by the PA. The Law Firm agrees to act in an expeditious and fiscally sound manner in providing the PA with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

This Contract is for a period up to, but not to exceed, two (2) years, commencing on the date on the first page. The PA, at its sole discretion, shall have the right to extend this Contract for an additional period up to, but not to exceed, two (2) years and shall notify the Law Firm of the extension in writing thirty (30) days prior to the expiration of the original two (2) year term. This Contract shall terminate upon the exhaustion of all available funds.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the PA

a) to the Project Manager:

Miami-Dade County Office of the Property Appraiser
Administration Division
111 N.W. 1st Street, Suite 710
Miami, FL 33128-1974

Attention: Joseph Ruiz, PA General Counsel
Phone: (305) 375-3718
Fax: (305) 375-3024
E-mail: joer@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County Office of the Property Appraiser
Administration Division
111 N.W. 1st Street, Suite 710
Miami, FL 33128-1974

Attention: JC Romano, Property Appraiser Procurement Manager
Phone: (305) 375-4262
Fax: (305) 375-3024
E-mail: jromano@miamidade.gov

(2) To the Contractor

Gelber Schachter & Greenberg PA
1441 Brickell Avenue, Suite 1420
Miami, Florida 33131

Attention: Mr. Gerald Greenberg
Phone: (305) 728-0953

Fax: (305) 728-0951
E-Mail: ggreenberg@gsgpa.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Law Firm warrants that it has reviewed the PA's requirements and has asked such questions and conducted such other inquiries as the Law Firm deemed necessary in order to determine the price the Law Firm will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall conform to Appendix B-- Price Schedule.

With respect to travel costs and travel related expenses, the Law Firm agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The PA shall not be liable for any such expenses that have not been approved in advance, in writing, by the PA.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

In consideration of the services to be rendered by the Law Firm, PA hereby agrees to remit the sum of \$50,000, via check or wire transfer, to the Gelber Schachter & Greenberg, P.A. Trust Account as an initial retainer. If paid by wire transfer, the account information is as follows: Gelber Schachter & Greenberg, P.A. Trust Account, Sabadell United Bank, Miami, Florida, ABA Routing No. 067009646, Account No. 5000001405. The deposit retainer will be applied to any fees, costs or charges authorized in the Appendix-B, Price Schedule on a monthly basis. This application will be accomplished by transferring the amount due from the Law Firm's trust account into its operating account. The PA shall approve all monthly transfers prior to the Law Firm's execution of the transfer. Under no circumstances shall the Law Firm transfer any funds without prior approval from the PA.

Disputes regarding the payment of obligations shall be submitted in writing by the Project Manager to the Law Firm no later than sixty (60) days after the date on which the proper invoice was received by the PA.

Invoices and associated back-up documentation shall be submitted in duplicate by the Law Firm to the PA as follows:

Miami-Dade County Office of the Property Appraiser
Administration Division
111 N.W. 1st Street, Suite 710
Miami, FL 33128-1974

Attention: Joseph Ruiz, PA General Counsel
Phone: (305) 375-3718
Fax: (305) 375-3024
E-mail: joer@miamidade.gov

The PA may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Law Firm shall indemnify and hold harmless the PA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the PA or its officers, employees, agents and 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 performance of this Agreement by the Law Firm or its employees, agents, servants, partners principals or subcontractors. The Law Firm 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 PA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Law Firm expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Law Firm shall in no way limit the responsibility to indemnify, keep and save harmless and defend the PA or its officers, employees, agents and instrumentalities as herein provided.

Upon PA's notification, the Law Firm shall furnish to the PA, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Law Firm as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County Property Appraiser must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County Property Appraiser is 111 N.W. 1st Street, Suite 710, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

And

Miami-Dade County must also be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County Property Appraiser is 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$250,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Law Firm. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as

to financial strength, according to the latest edition of best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of Risk Management.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail ten (10) day written advance notice to the certificate holder. In addition, the Law Firm hereby agrees not to modify the insurance coverage without ten (10) days written advance notice to the PA.

NOTE: THE PA CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Law Firm of this liability and obligation under this section or under any other section in this Agreement.

The Law Firm shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the PA. If insurance certificates are scheduled to expire during the contractual period, the Law Firm shall be responsible for submitting new or renewed insurance certificates to the PA at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the PA shall suspend the Contract until such time as the new or renewed certificates are received by the PA in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the PA may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Law Firm shall provide the Services described herein in a competent and professional manner satisfactory to the PA in accordance with the terms and conditions of this Agreement. The PA shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Law Firm in all aspects of the Services. At the request of the PA, the Law Firm shall promptly remove from the project any Law Firm's employee, subcontractor, or any other person performing Services hereunder. The Law Firm agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Law Firm.
- b) The Law Firm agrees to defend, hold harmless and indemnify the PA and County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the PA or County, occurring on account of, arising from or in connection with the removal and replacement of any Law Firm's personnel performing services hereunder at the behest of the PA. Removal and replacement of any Law Firm's personnel as used in this Article shall not require the termination and or demotion of such law Firm's personnel.
- c) The Law Firm agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is

hereinafter made. The Law Firm agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the PA, should the PA make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Law Firm warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Law Firm shall at all times cooperate with the PA and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Law Firm shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Law Firm shall be considered to be, at all times, employees of the Law Firm under its sole direction and not employees or agents of the PA or County. The Law Firm shall supply competent employees. PA may require the Law Firm to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment is not in the best interest of the PA.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Law Firm is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the PA or County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Law Firm's sole direction, supervision and control. The Law Firm shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Law Firm's relationship and the relationship of its employees to the PA or County shall be that of an independent contractor and not as employees and agents of the PA or County.

The Law Firm does not have the power or authority to bind the PA or County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE PA'S PROJECT MANAGER

- a) The Law Firm hereby acknowledges that the PA's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Law Firm shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Law Firm agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in

writing by the Project Manager as soon thereafter as is practicable.

- c) The Law Firm must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Law Firm and the Project Manager are unable to resolve the difference, the Law Firm may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the PA or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the PA's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the PA within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The PA may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Law Firm's performance of any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the PA participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Law Firm to the PA for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. Whenever the PA is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of the Article, such action shall be fair and impartial when exercised or taken. The PA, as appropriate, shall render a decision in writing and deliver a copy of the same to the Law Firm. Except as such remedies may be limited or waived elsewhere in the Agreement, Law Firm reserves the right to pursue any remedies available under law after exhausting the provisions of the Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Law Firm, the PA or County may, at its expense, elect to participate in the defense if the PA or County should so choose. Furthermore, the PA or County may at its own expense defend or settle any such claims if the Law Firm fails to diligently defend such claims, and thereafter seek indemnity for costs from the Law Firm.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Law Firm shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Law Firm and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

ARTICLE 17. AUDITS

The PA, or its duly authorized representatives, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Law Firm's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the PA. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. The right of access is not limited to the required record retention period set forth herein, but shall last as long as the records are retained.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Commission Auditor shall have access to all of the Law Firm's financial and performance related records, property and equipment purchased in whole or in part with government funds. The Law Firm agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Law Firm wishes to substitute personnel for the key personnel identified by the Law Firm's proposal, the Law Firm must notify the PA in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE PA REQUIRED FOR ASSIGNMENT

The Law Firm shall not assign, transfer, convey or otherwise dispose of the Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the PA.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Law Firm will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Law Firm; and the Law Firm will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Law Firm. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Law Firm.
- b) The Law Firm, before making any subcontract for any portion of the services, will state in writing to the PA the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the PA may require. The PA will have the right to require the Law Firm not to award any subcontract to a person, firm or corporation disapproved by the PA.

- c) Before entering into any subcontract hereunder, the Law Firm will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the PA, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the PA that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the PA that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The PA shall have the right to withdraw its consent to a subcontract if it appears to the PA that the subcontract will delay, prevent, or otherwise impair the performance of the Law Firm's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the PA's and PA's proprietary and confidential information. Law Firm shall furnish to the PA copies of all subcontracts between Law Firm and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the PA in the event the PA finds the Law Firm in breach of this Contract, permitting the PA to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the PA to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the PA to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Law Firm understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the PA were provided to the Law Firm for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the PA makes no representations or guarantees; and the PA shall not be responsible for the accuracy of the assumptions presented; and the PA shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Law Firm. The Law Firm accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

Either the PA or the Law Firm may terminate the Agreement at any time for any reason, subject on the Law Firm's part only to the Florida Rules of Professional Responsibility. Without limiting the foregoing, the Law Firm may withdraw from the Agreement if either continuing with it would be, in the Law Firm's professional opinion, unlawful or unethical or the Law Firm's invoices are not paid in accordance with the Agreement. In the event the Agreement is terminated by either party, or in the event of a withdrawal by the Law Firm, the Law Firm will be compensated as stated in the payment Articles herein for all unpaid Services completed in accordance with the Agreement up to the Effective Termination Date. Notwithstanding this paragraph:

- a) If the Law Firm attempts to meet its contractual obligations with the PA through fraud, misrepresentation or material misstatement, it may be debarred from PA or Miami-Dade County contracting for up to five (5) years in accordance with the Miami-Dade County debarment procedures.
- b) In the event that the PA exercises its right to terminate this Agreement, the Law Firm shall, upon receipt of such notice, unless otherwise directed by the PA:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the PA's materials and property; and
 - iii. take no action which will increase the amounts payable by the PA under this Agreement.
- c) All compensation pursuant to this Article is subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Law Firm. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Law Firm has not delivered Deliverables on a timely basis;
 - ii. the Law Firm has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Law Firm has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Law Firm has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Law Firm's creditors, or the Law Firm has taken advantage of any insolvency statute or debtor/creditor law or if the Law Firm's affairs have been put in the hands of a receiver;
 - v. the Law Firm has failed to obtain the approval of the PA where required by this Agreement;
 - vi. the Law Firm has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Law Firm has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the PA, reasonable grounds for uncertainty exist with respect to the Law Firm's ability to perform the Services or any portion thereof, the PA may request that the Law Firm, within the timeframe set forth in the PA's request, provide adequate assurances to the PA, in writing, of the Law Firm's ability to perform in accordance with the terms of this Agreement. Until the PA receives such assurances, the PA may request an adjustment to the compensation received by the law Firm for portions of the Services which the Law Firm has not performed. In the event that the Law Firm fails to provide to the PA the requested assurances within the prescribed timeframe, the PA may:

- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the PA shall terminate this Agreement for default, the PA or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE/ TERMINATION

If an Event of Default occurs in the determination of the PA, the PA may so notify the Law Firm ("Default Notice"), specifying the basis for such default, and advising the Law Firm that such default must be cured immediately or this Agreement with the PA may be terminated. Notwithstanding, the PA may, in its sole discretion, allow the Law Firm to rectify the default to the PA's reasonable satisfaction within a thirty (30) day period. The PA may grant an additional period of such duration as the PA shall deem appropriate without waiver of any of the PA's rights hereunder, so long as the Law Firm has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the PA prescribes. The default notice shall specify the date the Law Firm shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Law Firm shall be liable for all damages resulting from the default. The Law Firm shall also remain liable for any liabilities and claims related to the Law Firm's default, including but not limited to:

- a) The difference between the cost associated with procuring Services hereunder and the amount actually expended by the PA for reprourement of Services, including procurement and administrative cost; and
- b) Such other direct damages.

The Law Firm shall also remain liable for any liabilities and claims related to the Law Firm's default. The PA may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the PA in connection with the Services performed under this Agreement, made or developed by the Law Firm or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the PA holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the PA, be used by the Law Firm or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the PA, unless required by law. In addition to the foregoing, all PA employee information and PA financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Law Firm nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the PA. Additionally, the Law Firm expressly agrees to be bound by and to defend, indemnify and hold harmless the PA, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Law Firm shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the PA in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Law Firm agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the PA shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the PA, upon the completion of the Services performed hereunder, the Law Firm shall immediately turn over to the PA all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Law Firm or its employees, agents, subcontractors or suppliers without the prior written consent of the PA. A certificate evidencing compliance with this provision and signed by an officer of the Law Firm shall accompany such materials.

ARTICLE 28. INSPECTOR GENERAL REVIEWS

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provide below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade Inspector General is authorized and empowered to review past, present and proposed County and Public health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon written notice to the Law Firm from the Inspector General, the Law Firm shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Law Firm's possession custody or control which, in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involves cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 29. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Law Firm shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-

Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of the County Code)
2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2-8.1(d)(2) of the County Code)
3. *Miami-Dade Employment Drug-free Workplace Certification*
(Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade Disability and Nondiscrimination Affidavit*
(Section 2-8.1.5 of the County Code)
5. *Miami-Dade County Debarment Disclosure Affidavit*
(Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit*
(Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics Affidavit*
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (h) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit*
(Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*
(Section 2-8.9 of the County Code)
10. *Miami-Dade County Domestic Leave and Reporting Affidavit*
(Article 8, Section 11A-60 11A-67 of the County Code)
11. *Subcontracting Practices*
(Ordinance 97-35)
12. *Subcontractor /Supplier Listing*
(Section 2-8.8 of the County Code)
13. *Environmentally Acceptable Packaging*
(Resolution R-738-92)
14. *W-9 and 8109 Forms*
(as required by the Internal Revenue Service)
15. *FEIN Number or Social Security Number*
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or Individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to Individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. *Office of the Inspector General*
(Section 2-1076 of the County Code)
17. *Small Business Enterprises*
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. *Antitrust Laws*
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any Miami-Dade County or PA employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or the PA or any person or agency acting for Miami-Dade County or the PA, competing or applying for a contract, must first request a conflict of interest opinion from the Miami-Dade County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or PA or any person or agency acting for Miami-Dade County or PA. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 30. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Law Firm agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as

- amended and applicable to this Contract.
- b) Environmental Protection Agency (EPA), as applicable to this Contract.
 - c) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, ancestry, age, sex, pregnancy, national origin, sexual orientation, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. The Law Firm agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
 - d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
 - e) Miami-Dade County Code Section 10-38 "Debarment".
 - f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
 - g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Law Firm shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in good faith determination of the Law Firm, be unethical or constitute a violation of any law or regulation to which Law Firm is subject, including but not limited to laws and regulation requiring that Law Firm conduct its operations in a safe and sound manner.

ARTICLE 31. NONDISCRIMINATION

During the performance of this Contract, Law Firm agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Law Firm attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Law Firm or any owner, subsidiary or other firm affiliated with or related to the Law Firm is found by the responsible enforcement agency or the PA to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Law Firm submits a false affidavit pursuant to this Resolution or the Law Firm violates the Act or the Resolution during the term of this Contract, even if the Law Firm was not in violation at the time it submitted its affidavit.

ARTICLE 32. CONFLICT OF INTEREST

The Law Firm represents that:

- a) No officer, director, employee, agent, or other consultant of the PA or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with this Agreement.
- b) There are no undisclosed persons or entities interested with the Law Firm in this Agreement. This Agreement is entered into by the Law Firm without any connection with

any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the PA, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Law Firm directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Law Firm or to the best of the Law Firm's knowledge any subcontractor or supplier to the Law Firm.
- c) Neither the Law Firm nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Law Firm shall have an interest which is in conflict with the Law Firm's faithful performance of its obligation under this Agreement; provided that the PA, in its sole discretion, may consent in writing to such a relationship, provided the Law Firm provides the PA with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the PA's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Law Firm has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Law Firm shall promptly bring such information to the attention of the PA's Project Manager. Law Firm shall thereafter cooperate with the PA's review and investigation of such information, and comply with the instructions Law Firm receives from the Project Manager in regard to remedying the situation.

ARTICLE 33. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Law Firm without the express consent of the PA:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the PA, or the Work being performed hereunder, unless the Law Firm first obtains the written approval of the PA. Such approval may be withheld if for any reason the PA believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior approval and instruction of the PA; and
- c) Except as may be required by law, the Law Firm and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Law Firm or such parties has been approved or endorsed by the PA.

ARTICLE 34. BANKRUPTCY

The PA reserves the right to terminate this contract, if, during the term of any contract the Law Firm has with the PA; the Law Firm becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Law Firm under federal bankruptcy law or any state insolvency law.

ARTICLE 35. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 36. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Law Firm and the PA under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Law Firm

By: [Signature]

Name: Gerald Greenberg

Title: Shareholder/Partner / L.L.P.

Date: July 3, 2013

Attest: [Signature]
Corporate Secretary/Notary Public

Miami-Dade County Property Appraiser

By: _____

Name: _____

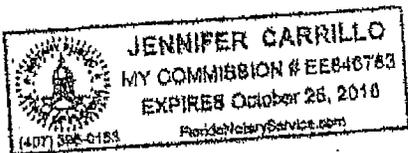
Title: _____

Date: _____

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Assistant County Attorney

**SCOPE OF SERVICES
Appendix A**

SECTION 1: INTRODUCTION/BACKGROUND

In January 2008, the Miami-Dade County Home Rule Charter was amended to transfer the duties of the County Property Appraiser from a person appointed and supervised by the Mayor to a person elected and subject to recall by the voters. In August 2012, Carlos Lopez-Cantera was elected Property Appraiser of Miami-Dade County. His term commenced in January 2013.

Property Appraiser Lopez-Cantera asserts that he is an independent constitutional officer pursuant to Article VIII, Section I of the Florida Constitution. Property Appraiser Lopez-Cantera desires to obtain a declaration from the Circuit Court of Miami-Dade County that the office to which he was elected is that of an independent constitutional officer. Filing such an action would require Property Appraiser Lopez-Cantera to name the Board of County Commissioners, as the governing body of Miami-Dade County, and Carlos A. Gimenez, in his official capacity as Mayor of Miami-Dade County, as defendants.

Article 5, Section 5.06 of the Charter, provides that the County Attorney "shall serve as legal counsel to the Board, Mayor, and all county departments, offices, and agencies". Chapter 2, Article VII, Section 2-73(3) of the Code provides that all legal services shall be provided to the Property Appraiser by the County Attorney's Office. Lastly, Article 5, Section 5.06 of the Charter authorizes the Board to "employ special counsel for special needs".

Consequently, Property Appraiser Lopez-Cantera requests outside legal counsel for the purpose of bringing a lawsuit against the Board of County Commissioners and Mayor.

SECTION 2: REQUIREMENTS

A. Minimum Requirement

All attorneys of the Law Firm directly involved in the representation of the PA must be duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the PA.

B. Preferred Qualifications

The Law Firm shall maintain such qualifications to satisfaction of the PA as follows:

The Law Firm should, at a minimum, possess: a) a strong working knowledge of the duties and functions of the PA required under Florida's Constitution and general laws of the State; b) a strong working knowledge of Florida Constitutional Law and the Miami-Dade County Charter and ordinances; and c) the ability to provide legal and legislative research upon request.

SECTION 3: SERVICES TO BE PROVIDED

Under the terms of the Agreement, Law Firm shall provide representation to the PA before the Circuit Court of Miami-Dade County, through the Florida Third District Court of Appeal, if necessary, with regard to the matter set forth in Section 1 of the Scope of Services (Appendix A). The Law Firm shall consult with the PA on all legal issues set forth in Section 1 of the Scope of Services (Appendix A) and in other matters which may be requested by the PA.

PRICE SCHEDULE
Appendix B

Rate Structure:

The following are the maximum hourly rates for providing the services as stated in the Scope of Services (Appendix A), for the term of the contract, including any option or extension periods. The agreement provides for payment to such firm for attorney's fees and expenses in an aggregate amount of not to exceed \$50,000.00.

Position	Maximum Hourly Rates
Senior Counsel	
Dan Gelber	\$ 350.00
Gerald E. Greenberg	\$ 350.00
Adam Schachter	\$ 350.00
Associate Counsel(s)	
Various/TBD	\$ 295.00
Administrative/Other Support	
Diane Gonzalez, TBD	\$ 150.00

Notes:

1. The Maximum Hourly Rates shall not include out-of-pocket expenses (i.e. employee travel, per diem, and miscellaneous costs and fees). Such expenses require prior PA approval.

The Law Firm will bill the PA for the costs incurred in connection with the Law Firm's representation. For this project, cost could include, but not be limited to serving and filing fees; express delivery services, travel expenses; copying expenses; trial, hearing, and deposition transcript fees; and fees for audio and visual presentation of evidence in hearing trials. Costs also include any necessary fees for investigators, court reporters, expert witnesses, accountants, and other such services.



MEMORANDUM

Agenda Item 15(B)1

TO: Honorable Chairwoman Rebeca Sosa, and
Members, Board of County Commissioners

DATE: July 16, 2013

FROM: Christopher Agrippa, Division Chief
Clerk of the Board Division

SUBJECT: Proposed Public Hearing Dates for
Meeting of July 16, 2013

It is proposed that public hearings for Ordinances submitted for first reading be set as follows:

Health & Social Services Cmte. (HSSC) – Monday, August 26, 2013, at 2:00 PM

4D ORDINANCE AMENDING SECTIONS 8A-281, 8A-284-286, 11A-2, 33-1, 33-217 AND 33-247 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, SUBSTITUTING THE TERM "INTELLECTUAL DISABILITY" FOR THE TERMS "MENTAL RETARDATION" AND "RETARDATION", AND SUBSTITUTING THE TERM "PERSONS WITH INTELLECTUAL DISABILITIES" FOR THE TERM "THE MENTALLY RETARDED"; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

4E ORDINANCE RELATING TO REDEVELOPMENT OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AREA GENERALLY BOUNDED ON THE NORTH BY NW 151 STREET, ON THE WEST BY THE OPA-LOCKA EXECUTIVE AIRPORT, ON THE SOUTH BY THE TRI-RAIL CORRIDOR, AND ON THE EAST BY A CONSTRUCTED STORM-WATER LAKE MANAGED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; ESTABLISHING REDEVELOPMENT TRUST FUND; PROVIDING FOR APPROPRIATION OF FUNDS AND CALCULATION OF INCREMENT FOR DEPOSIT INTO FUND; SETTING FORTH OBLIGATION TO APPROPRIATE TO FUND AND DURATION OF OBLIGATION; PROVIDING FOR LIMITED COUNTY APPROVAL OF DEBT; PROVIDING FOR REVIEW OF FINANCIAL RECORDS AND RIGHT OF AUDIT; PROVIDING FINDING OF PUBLIC PURPOSE; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Economic Development and PortMiami Cmte. (EDPC) – Thursday, August 29, 2013, at 2:00 PM

4A ORDINANCE AMENDING SECTION 2-8.5 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO LOCAL PREFERENCE AND LOCALLY HEADQUARTERED PREFERENCE; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4B ORDINANCE RELATING TO COMMERCIAL VEHICLE IDENTIFICATION; AMENDING SECTION 8A-276 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO ELIMINATE REQUIREMENT THAT COMMERCIAL VEHICLE MARKINGS INCLUDE THE ADDRESS OF THE OWNER; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4C ORDINANCE AMENDING SECTION 30-388.2 OF THE MIAMI-DADE COUNTY CODE PROVIDING THAT, CONSISTENT WITH STATE LAW, PARKING CHARGES MAY BE IMPOSED ON VEHICLES DISPLAYING A DISABLED PARKING PERMIT OR LICENSE TAG AT ANY COUNTY AIRPORT OR SEAPORT UNDER SPECIFIED CIRCUMSTANCES, BUT THAT SUCH CHARGES MAY NOT BE IMPOSED FOR CERTAIN VEHICLES AS DEFINED IN SUCH STATE LAW; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4G ORDINANCE CREATING SECTION 12-26 OF THE CODE OF MIAMI-DADE COUNTY RELATING TO COSTS OF SPECIAL ELECTIONS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

4H ORDINANCE AMENDING CHAPTER 10 OF THE MIAMI-DADE COUNTY CODE, AMENDING SECTION 10-13 ESTABLISHING MANDATORY LAWS AND RULES TRAINING FOR CERTIFICATE HOLDERS, AND CREATING REINSTATEMENT PROCEDURES FOR NULL AND VOID LICENSES, AMENDING SECTION 10-20 REGARDING THE CONSTRUCTION TRADES QUALIFYING BOARD "A" DIVISION ORGANIZATION AND AMENDING QUORUM REQUIREMENTS FOR BOARD MEETINGS, PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

Honorable Chairwoman Rebeca Sosa, and
Members, Board of County Commissioners
July 16, 2013
Page Two

Board of County Commissioners (BCC) meeting of Wednesday, September 4, 2013, at 9:30 AM

4F ORDINANCE AMENDING ORDINANCE NO. 09-19 RELATING TO VERANDA SUBDIVISION MULTIPURPOSE MAINTENANCE AND STREET LIGHTING SPECIAL TAXING DISTRICT EXPANDING THE DISTRICT'S BOUNDARIES TO INCLUDE CONTIGUOUS PROPERTY TO THE NORTH, IN ACCORDANCE WITH CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, AND PROVIDING AND EFFECTIVE DATE

CA/fcd

* or such other time and place as may be set in accordance with the Rules and Procedures of the Board of County Commissioners



Clerk of the Board
 111 NW First Street, Suite #17-202 | Miami, Florida 33128
 Telephone: 305-375-5127
 Fax: 305-375-2484
 E-mail: clerkbcc@miamidade.gov

COUNTY ADVISORY BOARD NOMINATION/APPOINTMENT FORM

Please Type or Print

PART I - NOMINATION	
Please complete and sign Part I of this form and submit to the Clerk of the Board. Submittal of this form will initiate a Florida criminal history check of the nominee as required by Ord. 09-95.	
NAME OF BOARD:	Black Affairs Advisory Board
NOMINEE INFORMATION:	Check (✓) One: New appointment <input checked="" type="checkbox"/> Re-Appointment <input type="checkbox"/>
DATE OF NOMINATION:	6/26/2013
NOMINEE'S FULL NAME:	Rene Gordon
ADDRESS: (City, State, Zip)	20122 E Oakmont Circle Miami Lakes FL 33015
HOME PHONE:	BUSINESS PHONE: 305-829-2863
FAX:	CELLULAR PHONE: 786-486-5300
E-MAIL ADDRESS: trgdefend@comcast.net	
RESUME ATTACHED:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> To Be Submitted <input type="checkbox"/>
COMMISSIONER SIGNATURE:	DISTRICT NUMBER: 13
APPOINTMENT PROCESS (To Be Completed by the Clerk of the Board)	
Individual Appointment <input type="checkbox"/> *Individual Appointment Ratified by the BCC <input type="checkbox"/>	
PART II - APPOINTMENT	
Please complete and sign Part II of this form following review of the Florida criminal history check and return to the Clerk of the Board for processing.	
I have reviewed the Florida criminal history check performed by the Inspector General on the above noted nominee and request that the following action be taken:	
Check (✓) One: PROCEED WITH APPOINTMENT* <input checked="" type="checkbox"/>	
WITHDRAW NOMINATION <input type="checkbox"/>	
COMMISSIONER SIGNATURE:	
DATE OF APPOINTMENT:	7/16/2013

*Note: Appointments that require ratification by the BCC will be placed on the next available BCC agenda under County Advisory Board Appointments.

WHITE COPY TO THE CLERK OF THE BOARD / YELLOW COPY FOR YOUR RECORDS



AGAINST Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 7/16 BCC Mtg. Date: 7/16 Agenda Item#: _____

Subject: FIRE RESCUE MILLAGE

Name: Michelle Steele

Address: 8944 SW 206 ST CUTLER BAY 33189

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: Metro Dade Firefighters LOCAL 1403
Organization Firm Client

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

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

AGAINST Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 7-16-13 BCC Mtg. Date: _____ Agenda Item#: _____

Subject: FIRE RESCUE MILLAGE

Name: MARIA CHIN

Address: 8000 NW 21 ST DORAL

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: METRO-DADE FIREFIGHTERS
Organization Firm Client

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

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

AGAINST Speaker's Card (For Appearance Before the Board of County Commission)

Today's Date: 7/16 BCC Mtg. Date: 7/16 Agenda Item#: _____

Subject: Eric Mann Milage

Name: Riv Ramirez

Address: 2601 GULFSTREAM RD WPTA BAY FL 33189

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: ACTO DADO RIVER FIGHTERS WASH 1403

Organization

Firm

Client

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

Do you require an interpreter?

Necesita un intérprete?

Spanish/Hispanol

Esko w/razwenyon Enteprey?

Creolal/Kreyol