MEMORANDUM

RTRC
Agenda Item No. 3(A)

TO: Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

DATE: November 10, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing First Amendment to the Programming, Partnership, License, Development, and Operating Agreement entered into by Miami-Dade County, and MacTown, Inc., a not-for-profit entity, authorized by Resolution No. R-945-22, for the construction of a standalone facility adjacent to the Miami-Dade County A.D. Barnes Park Adult Day Center and the rehabilitation and modernization of such center which shall benefit the public; and authorizing the County Mayor to exercise the provisions therein

The accompanying resolution was prepared by the Community Services Department and placed on the agenda at the request of Commissioner Natalie Milian Orbis.

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: January 20, 2027

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: First Amendment to the Programming Partnership License Development and Operating Agreement between Miami-Dade County and MacTown, Inc., for the Renovation and Expansion of a County-Owned Facility at AD Barnes Park to provide Programming for Older Adults and Individuals with Disabilities

Executive Summary

This agenda item seeks approval from the Board of County Commissioners ("Board") of an amendment ("First Amendment"), attached hereto and incorporated herein as Exhibit A, to the Programming Partnership License, Development, and Operating Agreement ("Agreement"), which was approved by Resolution No. R-945-22 and is attached hereto and incorporated herein as Exhibit B, between Miami-Dade County and MacTown, Inc. ("MacTown"). Exhibit B and the First Amendment pertain to the renovation and expansion of the A.D. Barnes Park ("Park") Adult Day Center, located at 3401 SW 72nd Avenue, Miami, FL 33155 ("Center") in order to expand the suite of available services and resources to individuals with disabilities and existing older adult clients of the Park's Center (Center); the First Amendment authorizes the construction of a new standalone facility adjacent to the existing Center for MacTown to provide its service portfolio and allow for the rehabilitation and modernization of the existing Center, to the community's benefit. To avoid operational disruptions and environmental impacts to existing clients during construction, the project scope has shifted from the originally approved 5,284 square foot Center expansion to the construction of a new 7,600-square-foot standalone building adjacent to the current facility. This amendment is necessary to formalize this adjusted project footprint and update the 25-year property use requirements without causing any additional fiscal impact to the County. Despite the construction of the new standalone building, improvements will still be made to the existing Center as originally approved. The intended work for the Center includes renovating the bathrooms, improving the walking paths around the Center and accessibility infrastructure thereof, improvements to the facia of the Center, and the related landscaping work required for the improved green and open spaces of the property. MacTown is a non-profit organization dedicated to fostering the independence of individuals with developmental disabilities.

Recommendation

It is recommended that this Board:

1) Authorize the Miami-Dade County Mayor ("County") or County Mayor's designee to execute the First Amendment to the Agreement.

2) Authorize the County Mayor or the County Mayor's designee to exercise the provisions set forth in the First Amendment, provided that any actions are consistent with the purpose described herein, do not commit additional County funding, and are executed following approval for form and legal sufficiency by the County Attorney's Office.

Scope

The Center is located in County Commission District 6 and MacTown's initiative is principally focused on assisting adults with disabilities, the Center will continue to serve and be open to the public and clients will be provided access to the new facility to be constructed by MacTown. As such, the scope of the project is countywide.

Delegation of Authority

Upon approval of this item, the County Mayor or County Mayor's designee will be authorized to execute the First Amendment and exercise the provisions set forth therein, provided that any actions are consistent with the purpose described herein, do not commit additional County funding, and are executed following approval for form and legal sufficiency by the County Attorney's Office. All other provisions of Agreement, as authorized through Resolution No. R-945-22, covering funding and fiscal impacts remain unchanged.

Fiscal Impact/Funding Source

This amendment has no additional fiscal impact on the County. The costs of work for the previously planned expansion of the Center and for the now-intended construction of a new standalone facility are covered entirely by MacTown. Resolution No. R-945-22 adopted October 6, 2022 approved the allocation of $1,370,000.00 in funding from the Building Better Communities General Obligation Bond Program Project No. 220. MacTown will utilize these bond funds in combination with separate funds received from the State of Florida to perform the construction.

MacTown's original maintenance, operational, and financial responsibilities, as established in Resolution R-945-22, shall extend to the new 7,600-square-foot standalone building and the enlarged project footprint. Specifically, MacTown remains responsible for all costs associated with the design, development, permitting, construction, and ongoing maintenance of the improvements, ensuring that the County incurs no recurring or operational expenses for the new facility.

Track Record/Monitor

Cathy Burgos, LCSW, the Community Services Department ("CSD") Director, or other supervisory personnel will supervise and monitor all work authorized by this resolution.

Background

The County, through its Parks, Recreation, and Open Spaces Department ("PROS"), owns and operates the Park. Resolution No. R-1643-93, adopted on December 14, 1993, authorized the erection, construction, and operation of an Adult Day Center encompassing approximately 5,200 square feet on a 1.6-acre site in the northern portion of the Park, which is utilized by the CSD. Construction of the Adult Day Center was completed in 2002 and has since, through the CSD's service portfolio, offered a variety of social, human, and developmental opportunities alongside health, therapeutic, and social services for older adults and individuals with disabilities.

Resolution No. R-945-22, adopted on October 6, 2022, authorized the County, through the CSD, to enter into the Agreement with MacTown. The Agreement pertained to the renovation, and expansion, and maintenance of the Center. Through this original agreement, MacTown originally proposed to renovate and expand the Center by approximately 5,284 square feet to develop a multi-purpose facility for recreational, leisure, social, human, and developmental programming for older adults and individuals with disabilities and enhance existing facilities for clients and visitors. However, due to certain logistical challenges identified prior to the construction phase, challenges such as the prospective interruption of programming or significant noise and dust impacting the ambient environment for clients, it was collectively determined by the CSD and MacTown that, rather than expand the existing facility, it would be operationally advantageous to build a standalone building and renovate the surrounding grounds and facilities to provide a new look and feel in addition to the improved operational reality; this option would not result in increased fiscal impacts to the County.

This new facility will be approximately 7,600-square-feet and would increase the total project area to approximately 12,800 square feet, as detailed in the site plan attached hereto as Exhibit C. The renovations to existing facilities will include the addition of parking capacity, new landscaping, the relocation of a gazebo/pavilion, and the installation of improved walking paths and sidewalks to increase accessibility around the property.

MacTown will operate, maintain and provide programming within the new building and will be permitted to operate under the current interdepartmental agreement that the CSD maintains with PROS for the utilization of the property. MacTown's original maintenance, operational, and financial responsibilities, as established in Resolution R-945-22, shall extend explicitly to the new 7,600-square-foot standalone building and the enlarged project area. This ensures MacTown remains responsible for all costs associated with the design, development, permitting, construction, and ongoing maintenance of the improvements, and guarantees the County incurs no recurring operating expenses for the new structure.

MacTown is a not-for-profit 501(c)(3) charitable organization with a mission to improve the lives and further the independence of people with autism and developmental disabilities. For over 60 years, MacTown has provided critical services to individuals who are developmentally disabled throughout South Florida. MacTown's programming focuses on providing workshop-style environments that enhance socialization opportunities and skill development for adults with disabilities. MacTown is licensed by The Joint Commission, and the State of Florida's Administration for Health Care Administration, Agency for Persons with Disabilities, and Department of Children and Families.

The mission of the CSD is to empower families, individuals, and communities through the provision of comprehensive social services. The CSD's Adult Day Centers provide the opportunity for the needs of functionally-impaired older adults and individuals with disabilities to be met or bridged further to improve their quality of life; services at these facilities include, but are not limited to: (1) health monitoring; (2) socialization-oriented programming; (3) recreational activities; (4) nutritious meals, which are typically breakfast and a hot lunch; (5) transportation services to these facilities, if applicable; and (6) referral services for clients. The CSD works towards its mission through the provision of a wide-ranging array of programming that includes programming similarly focused with alleviating the socio-economic burdens worsened by the localized affordability

crisis and helping meet unmet needs or bridge gaps thereof. This programming includes workforce development and early childhood preparation opportunities through its award-winning and nationally recognized Head Start and Early Head Start Program, which is administered both directly by the County and in certain partnerships with local small businesses. Other economic-oriented initiatives of the aforementioned programming include: (1) home repair and rehabilitation assistance programs aimed at allowing aging homeowners the ability to partially shift their budgets away from necessary home repair or rehabilitation needs towards other spending that would instead stimulate the local economy or improving their savings generally; (2) Meals on Wheels, a food delivery service for at-risk older adults or other qualifying clientele; and (3) utility assistance programs that provide certain low-income or other qualifying residents that have fallen behind their utility bills to close or eliminate shortfalls and restore servicing to their home and then get ahead with their familial or personal budgets.



Arnold Palmer
Chief of Public Safety

Attachments:
Exhibit A - First Amendment
Exhibit B - Programming Partnership License, Development, and Operating Agreement
Exhibit C - Site Layout

FIRST AMENDMENT TO PROGRAMMING PARTNERSHIP LICENSE, DEVELOPMENT AND OPERATING AGREEMENT

THIS FIRST AMENDMENT TO PROGRAMMING PARTNERSHIP LICENSE, DEVELOPMENT AND OPERATING AGREEMENT (hereinafter "Amendment") is entered into and made effective on this _____ day of _____, 202_ (the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "County"), and MacTown Inc., a not-for-profit organization organized and existing under the laws of the State of Florida (hereinafter "Licensee"). The County and Licensee are sometimes referred to in this Amendment individually as "Party" and collectively as the "Parties".

R E C I T A L S

WHEREAS, A.D. Barnes Park (Park) is a County park and recreational asset within Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) and is located at 3401 SW 72 Avenue, as described in Exhibit A attached hereto; and

WHEREAS, Resolution R-1643-93 adopted December 14, 1993, authorized the Community Action and Human Services Department (now the Community Services Department) to erect, construct and operate an adult daycare center on a 1.6-acre area at the north end of the Park; and

WHEREAS, the Community Services Department utilized Community Development Block Grant (CDBG) funding to construct a 5,200 square foot adult daycare facility, which was completed in 2002; and

WHEREAS, PROS and the Community Services Department entered into an Interdepartmental Agreement on March 18, 2003, for the operation of the adult daycare facility; and

WHEREAS, Resolution No. R-945-22, adopted October 6, 2022, authorized the County, through the Community Services Department , and the Licensee to enter into a Programming Partnership License, Development and Operating Agreement (the "2022 Agreement") for the renovation, expansion, operation, maintenance, and programming of the existing facility; and

WHEREAS, Resolution No. R-945-22, approved the allocation of $1,370,000.00 from Building Better Communities General Obligation Bond Program Project No. 220 – "Acquire or Construct Multi-Purpose Facilities" to MacTown, Inc. for the development of the center; and

WHEREAS, pursuant to the 2022 Agreement, the Licensee proposed to renovate and expand the existing facility by approximately 5,284 square feet to develop a multi-purpose facility to expand the programming at the adult daycare facility; and

WHEREAS, per the request of the Community Services Department to retain approximately 1,000 square feet of its facility for its continued use as an adult daycare facility, and due to concerns of adding to an existing building, MacTown needs to build a stand-alone structure to provide the services; and

WHEREAS, to enhance the services available to developmentally disabled adults and the elderly, the Licensee will not expand the existing 5,200 square foot facility by 5,284 square feet but instead proposes to construct a 7,600 square foot stand-alone building adjacent to the existing facility. This change will increase the total project area to approximately 12,800 square feet; and

WHEREAS, the expansion includes enlarging the parking facilities within the 1.6-acre area utilized by the Community Services Department, as detailed in the site plan attached hereto as Exhibit B; and

WHEREAS, the County agrees to amend the 2022 Agreement to support this expansion and to revise any corresponding obligations and responsibilities under the 2022 Agreement to accommodate the project's expansion; and

WHEREAS, by Resolution No. _____, adopted _____, 202_, the Board of County Commissioners has authorized this Amendment; and

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

***WITNESSETH*:**

1. Amendment of Facilities: The Parties acknowledge and agree that, effective as of the Effective Date of this Amendment, the Licensee shall construct a 7,600 square foot stand-alone building adjacent to the existing 5,200 square foot facility. This construction will increase the total project area to approximately 12,800 square feet. Additionally, the expansion includes enlarging the parking facilities within the 1.6-acre area utilized by the Community Services Department, as detailed in the site plan attached hereto as Exhibit B. The Licensee's original maintenance, operational, and financial responsibilities, as established in Resolution R-945-22, shall extend to the new 7,600-square-foot standalone building and the enlarged project area. Specifically, the Licensee remains responsible for all costs associated with the design, development, permitting, construction, and ongoing maintenance of the improvements, ensuring the County incurs no recurring operating expenses for the new facility.

2. Continued Effectiveness: All other terms and conditions of the Original Agreement not specifically amended herein shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGES REMAIN]

IN WITNESS WHEREOF, both the County and the Licensee have duly executed this Amendment, with the intent for it to be legally binding, as of the day and year first above written.

MIAMI-DADE COUNTY
a political subdivision of the State of Florida
By its Board of County Commissioners

_____
Witness/Attest:

By:_____

Name: Daniella Levine Cava

_____
Witness/Attest:

Title: Mayor

Date signed: _____

ATTEST

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____

Approved as to form and
Legal sufficiency

_____
Name: _____

WITNESSES:

By:

MACTOWN, INC., a State of Florida Not for Profit Organization

_____
Print Name: _____

_____
Print Name: _____

By: _____

Date: _____

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution waiving competitive bidding by a two-thirds vote of the Board members present in accordance with section 5.03(D) of the Home Rule Charter and section 26-34 of the Code to approve a Programming Partnership License, Development, and Operating Agreement between Miami-Dade County and MacTown, Inc., a not-for-profit entity, for the renovation, expansion, operation, maintenance, and programming of a facility at AD Barnes Park, located at 3401 SW 72nd Avenue, for disabled adults ("Center") for an initial 30-year term; waiving provisions of Administrative Order 3-36 which requires Agreement to have termination for convenience clause and limits duration of initial and renewal terms; approving allocation of $1,370,000.00 from Building Better Communities General Obligation Bond Program Project No. 220 – "Acquire or Construct Multi-Purpose Facilities" to MacTown, Inc. for the development of the center; authorizing the County Mayor to execute the Agreement and to exercise all rights and provisions contained therein; and directing the County Mayor to execute standard Bond Program grant agreement with MacTown, Inc.

Resolution No. R-945-22

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: October 6, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Waiver of Competitive Bidding and Recommending Approval of a Programming Partnership License, Development and Operating Agreement between Miami-Dade County and MacTown, Inc. for the renovation and expansion of a facility at AD Barnes Park to provide programming for disabled adults

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Executive Summary

The purpose of this item is to waive competitive bidding procedures of the Miami-Dade County Code to approve a Programming Partnership License, Development and Operating Agreement between Miami-Dade County and MacTown, Inc., for the renovation and expansion, of a facility located at AD Barnes Park (Park), located at 3401 SW 72nd Ave, Miami, FL 33155, for the expansion, operation and maintenance of the expansion to said facility, while providing programming for disabled adults in collaboration with existing County programming activities at the Park. MacTown, Inc., is a non-profit organization dedicated to furthering the independence of people with developmental disabilities. This proposal will greatly expand access to services to the disabled adult and elderly populations of Miami-Dade County.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 26-34 of the Miami-Dade County (County) Code applicable to programming partnerships and Section 5.03(D) of the Home Rule Charter, and the provisions of AO 3-36 requiring a termination of convenience clause and limiting duration of initial terms of LICENSE agreements in order to approve a Programming Partnership License and Development and Operating Agreement (the Agreement) between the County and MacTown, Inc., a Florida not-for-profit corporation (Licensee), by a two-third vote of the Board members present for the renovation, expansion, operation and maintenance of the expansion to an existing facility located at the Park (the Center) for the use of providing programming for disabled adults in collaboration with existing County programming activities, attached as attachment A.

Scope

The Center within the Park is located at 3401 SW 72 Avenue, Miami, Florida, and is located within County Commission District 6, which is represented by Commissioner Rebeca Sosa, who is also recognized as the prime sponsor of this item. The Center will serve and be open to all residents of Miami-Dade County; therefore the scope is countywide.

Fiscal Impact/Funding Source

There will be no fiscal impact to the Community Action and Human Services Department (CAHSD in the renovation, expansion, operation, and maintenance of the Center, as the Licensee will pay the costs associated with the design, development, permitting, construction, and operation of the improvements. It is however the understanding that this development will receive funding from the County's Building Better Communities General Obligation Bond funds. The estimated total development cost of the improvements is estimated to be approximately $2 million dollars and the Licensee has also secured funding from the state for the improvements. The County will incur no operating/reoccurring expenses once the improvements to the Center are completed.

Track Record/Monitor
The Community Action and Human Service Department (CAHSD), through Salvador Najarro CAHSD Assistant Director, will manage the terms and conditions of the Agreement.

Delegation of Authority
This item authorizes the County Mayor or the County Mayor’s designee to execute the attached Agreement and to exercise all other rights conferred therein.

Background
The County through its Parks Recreation and Open Spaces department (PROS) owns and operates AD Barnes Park located at 3401 SW 72 Avenue, Miami, Florida (Folio 30-4014-021-0010). Resolution No. R-1643-93 was adopted on December 14, 1993 and authorized the erection, construction, and operation of an adult daycare center of approximately 5,200 square feet of building space within a 1.6-acre site on a northern part of AD Barnes Park, separated from the rest of the Park by a bordering canal.

The construction of the facility was completed in 2002 and is operated through CAHSD. The facility is utilized to provide a variety of social, human, and developmental opportunities along with health, therapeutic, and social services to disabled adults and the elderly.

The Licensee presently operates programs and various other services at various locations which are dedicated to offering workshop-like developmental environments which enhance socialization opportunities and skills training for adults with disabilities. The Licensee has proposed to renovate, improve and expand the existing facility to increase the size with approximately 5,284 square feet of additional building space and to operate and use the Center to provide disabled adults programming to include social and health activities and services, leisure, and recreational activities, such as horticulture, culinary arts, nutritional services, the development and enhancement of living, social and life skills. It is further being proposed that the agreement for operation of the facility be provided for thirty (30) years, unless earlier terminated. Option to renew the proposed term of this Agreement be extended by two (2) additional renewal terms of ten (10) years each.

The Licensee is a 501(c) (3) organization founded and established in 1962. The Licensee specializes in providing essential services to adults with developmental disabilities that are aged out of the school system. Approximately one-third of the clients, served by the Licensee, are over the age of 60 years old. In addition to adults with disabilities the Licensee also aids adults that have other forms of medical disorders such as diabetes, heart disease and cancer. The Licensee serves an extremely low-income population, with 99% percent of its clientele receiving Medicaid or some other form of assistance.

The County desires to continue to operate the existing facility and contract with the Licensee for the Licensee to use and operate the Center to provide additional services as set forth in the Agreement. It is in the best interest of the County, and thus a waiver of competitive bidding is recommended, to partner with the Licensee to renovate, expand and improve the conditions of the existing facility, in addition to, expanding services to the disabled adult and elderly population. A partnership with licensee will improve and maximize residents’ access to improved facilities located closer to their neighborhood.

Attachment A
Appendix A
Appendix B
Appendix C
Appendix D
Appendix E
Appendix F
Appendix G
Appendix H



Morris Copeland
Chief Community Services Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(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**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
___✓___	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ___✓___, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
10-6-22

RESOLUTION NO. R-945-22

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT IN ACCORDANCE WITH SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 26-34 OF THE CODE OF MIAMI-DADE COUNTY TO APPROVE A PROGRAMMING PARTNERSHIP LICENSE, DEVELOPMENT, AND OPERATING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MACTOWN, INC., A NOT-FOR-PROFIT ENTITY, FOR THE RENOVATION, EXPANSION, OPERATION, MAINTENANCE, AND PROGRAMMING OF A FACILITY AT AD BARNES PARK, LOCATED AT 3401 SW 72ND AVENUE, FOR DISABLED ADULTS ("CENTER") FOR AN INITIAL 30-YEAR TERM; WAIVING PROVISIONS OF ADMINISTRATIVE ORDER 3-36 WHICH REQUIRES AGREEMENT TO HAVE TERMINATION FOR CONVENIENCE CLAUSE AND LIMITS DURATION OF INITIAL AND RENEWAL TERMS; APPROVING ALLOCATION OF $1,370,000.00 FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 220 – "ACQUIRE OR CONSTRUCT MULTI-PURPOSE FACILITIES" TO MACTOWN, INC. FOR THE DEVELOPMENT OF THE CENTER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE STANDARD BOND PROGRAM GRANT AGREEMENT WITH MACTOWN, INC.

WHEREAS, Appendix A to Resolution No. R-917-04 lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the "Bond Program") by project number, municipal project location, Commission district, project name, project description, street address and allocation; and

WHEREAS, one of the projects listed in Appendix A to Resolution No. R-917-04 is Bond Program Project No. 220 – "Acquire or Construct Multi-Purpose Facilities" ("Project 220") to fund the acquisition or construction of multi-purpose facilities for various uses to be located in Commission District 6 and has a total, original project allocation of $15,000,000.00; and

WHEREAS, MacTown, Inc. ("MacTown"), a Florida not-for-profit entity, wishes to renovate and expand an existing facility at the County-owned AD Barnes Park located at 3401 SW 72nd Avenue by approximately 5,284 square feet to develop a multi-purpose facility (the "Center") to provide recreational, leisure, social, human and developmental programming and opportunities to disabled adults and the elderly such as, horticulture, culinary arts, nutritional services, the development and enhancement of living, social and life skills (the "Project"); and

WHEREAS, $1,370,000.00 of funds remain unallocated in Bond Program Project No. 220 and this Board desires to allocate said funds to MacTown to fund a portion of the cost of construction of the Project; and

WHEREAS, MacTown has secured additional funding from the Sate of Florida and it shall be responsible for the completion, operation and maintenance of the Project; and

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

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board finds that it is in the best interest of Miami-Dade County to waive formal bid procedures in accordance with the provisions of section 5.03(D) of the Home Rule Charter and section 26-34 of the Code of Miami-Dade County in connection with the selection of MacTown as the developer and operator of the Center as a park facility at AD Barnes Park and for the provision of programming therefrom to provide recreational, leisure, social, human and developmental programming and opportunities to disabled adults and the elderly for the reasons set forth in the accompanying memorandum, formal bidding being waived in this instance by a two-thirds vote of the Board members present.

Section 3. This Board waives the provisions of Administrative Order 3-36 which require Programming Partnership Agreements to have a termination for convenience clause and to have initial and renewal terms that are limited in duration to 20 and 10 years, and approves the Programming Partnership License, Development, and Operating Agreement (the "Agreement") between the County and MacTown for an initial 30-year term with two, 10-year options to renew, in substantially the form attached as Attachment "A" to the Mayor's Memorandum.

Section 4. This Board finds that the Project is a "multi-purpose facility" eligible for funding from Bond Program Project 220 and approves the allocation of $1,370,000.00 from Bond Program Project 220 to MacTown for the construction of the Project.

Section 5. The Board authorizes the County Mayor or County Mayor's designee to execute the Agreement on behalf of the County and to exercise all provisions contained therein.

Section 6. The County Mayor or County Mayor's designee is further directed to execute a standard Bond Program grant agreement with MacTown in accordance with the authority set forth in Resolution No. R-595-05.

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

Jose "Pepe" Diaz, Chairman	**aye**
Oliver G. Gilbert, III, Vice-Chairman	**absent**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Kionne L. McGhee	**aye**
Jean Monestime	**aye**	Raquel A. Regalado	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Basia Pruna
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

PROGRAMMING PARTNERSHIP LICENSE DEVELOPMENT AND OPERATING AGREEMENT

THIS DEVELOPMENT AND OPERATING AGREEMENT (the "Agreement') made and entered into as of this day of .202___("Agreement Effective Date"), by and between MACTown, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 151 NE 62 Street, Miami, Florida 33138, (hereinafter referred to as the Licensee), and Mami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSTH:

A. WHEREAS, the County, through its Parks Recreation and Open Spaces department ("PROS"), hereinafter referred to as "PROS", owns and operates AD Barnes Park located at 3401 SW 72 Avenue, Miami, Florida (Folio 30-4014-021-0010), ("AD Barnes Park"); and

B. WHEREAS, through Resolution No. R-1643-93, adopted December 14, 1993, this Board authorized the erection, construction, and operation of an adult daycare center of approximately 5,200 square feet of building space located at AD Barnes Park ("Facility") within a 1.6-acre site on a northern part of AD Barnes Park, divided by the rest of the park with a canal; and

C. WHEREAS, the construction of the Facility was completed in 2002, and is operated through the County's Community Action and Human Services Department ("CAHSD"); and

D. WHEREAS, the Facility provides a variety of recreational opportunities along with health, therapeutic, and social services to its disabled adult and elderly clientele; and

E. WHEREAS, the Licensee presently operates programs and various other services, at various locations, dedicated to offering classes which enhance socialization opportunities and skills training for adults with disabilities, based upon a curriculum; and

F. WHEREAS, the Licensee has proposed to renovate, improve and expand the Facility, to increase the size of the Facility with an approximately 5,284 square foot addition (the "Center") and to operate and use the Center for the provision to disabled adults of Programming to include, the provision of a protective setting that is as noninstitutional as possible and that therapeutic programs of social and health activities and services; leisure and recreational activities, including for horticulture and culinary arts; living and social skills; development of life skills; nutritional services; and

G. WHEREAS, the County desires to continue to operate the Facility and contract with Licensee for Licensee to use and operate the Center for the provisions of additional services as set forth herein; and

H. WHEREAS, the Licensee may seek approval of additional funds/funding from Miami-Dade County for the construction of this project, and the Licensee may at its own discretion cancel this agreement at any time for any reason before construction is commenced; and

I. WHEREAS, simultaneously with the Board of County Commissioners' approval of this Agreement, the Board is being presented with an item to allocate funds to the Licensee for the construction of the Facility,

NOW THEREFORE in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. All the recitals set forth above are incorporated herein by reference and are approved by the parties.

2. **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. "Agreement" or "Contract" shall mean collectively these terms and conditions.
   B. "Applicable Laws" means any federal, State, or local law, charter statute, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by any governmental body. Applicable Law expressly includes Article 7 of the Miami-Dade County Home Rule Charter.
   C. "Center" shall mean the approximately 5,284 square foot facility to be constructed by the Licensee at the Project Site and at County's expense adjacent to the Facility, and other areas specifically identified by the County for programming purposes.
   D. "Commencement of Construction" shall mean commencement of all construction activities necessary for the construction of the Center which shall be the later of the date of: (1) the filing of a notice of commencement in the public records of the County following the issuance of all building permits; and (2) the visible start of construction on the Project Site; provided, however, that ceremonial groundbreakings or environmental soil testing or remediation shall not constitute visible start of construction work.
   E. "Contract Date" shall mean the date on which this Agreement is effective, which shall be the first of the month following the effective date of the County Board's resolution approving this Agreement.
   F. "Days" to mean Calendar Days Calendar days shall be used in computing time periods. Any time periods provided for or dates specified in this agreement, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a), and/or as defined by the State of Florida, and/or as defined by Miami-Dade County) and/or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.
   G. "Deliverables" shall mean all documentation and any Items of any nature submitted by the Licensee to the County for review and approval pursuant to the terms of this Agreement.
   H. "Facility" shall mean the approximately 5,284 square foot facility currently existing on the Project Site.
   I. "Licensee" shall mean MACTown, Inc. and its permitted successors and/or assignees.
   J. "Park" shall mean AD Barnes Park located at 3401 SW 72 Avenue, Miami, Florida (Folio 30-4014-021-0010).
   K. "Project Site" shall be the approximately 1.6-acre site located within the Park and where the Facility lies and the Center will be constructed. The Project Site is depicted in the Appendix "A" attached hereto.
   L. "Programming" or "Scope of Services" shall mean the provision of a protective setting that is as noninstitutional as possible and that includes programming for the development of independence and self-advocacy skills through the participation in recreational, fitness, educational and community integration activities.
   M. "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Licensee in accordance with the provisions of this Contract, including the provision of the Programming.
   N. 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 County's Contract 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 County's Contract Manager.

3. **Construction Costs**: The Licensee, at its sole discretion, may elect to cancel this agreement, without recourse, at any time prior to the Commencement of Construction, if a grant agreement with Miami-Dade County for funds to be used for the construction of the Facility is never signed, and/or if all of the necessary funding from all sources, including, but not limited to, the State of Florida, Miami-Dade County, and any other applicable funding sources, are insufficient to complete the construction of the Center contemplated by this agreement.

4. **Programming and Services:** The County seeks from the Licensee, and the Licensee hereby agrees to provide the County, its operational and management expertise and services for the development, construction, operation, and maintenance of the Center and the servicing of adults with developmental disabilities with the provision of Programming at the Center and related activities elsewhere in the Park as approved in writing by the County. Licensee shall have the right and obligation to operate and use the Center in accordance with the requirements set forth in this Agreement. The Licensee shall provide Programming and related activities and programming at the Center in

accordance with the scope of services set forth in Appendix A. The County shall have the right, without limitation, to monitor and test the quality of the Work of the Licensee. Licensee shall not provide any services beyond the Programming set forth herein without the prior written approval of the County, and such approval shall be granted or denied in the sole and absolute discretion of the County. Any provisions of programs or services not specifically authorized by this Agreement or in writing by the County shall constitute grounds for potential default action taken by the County. The Licensee, upon written notice from the County, shall immediately discontinue the unapproved programs or services or any services that are in violation of Article 7 of the County's Home Rule Amendment and Charter. Licensee shall conduct its activities at all times in accordance with this Agreement and with all Applicable Laws. Licensee further agrees that all activity and use shall be in accordance with Article 7 of the Home Rule Charter of Miami-Dade County. The County reserves the right to access the Center at any time for safety, security, or emergency reasons, but not to unreasonably impact the operations of the Center.

5. **Operations:** Except when and to the extent that the Center and/or the Park may be untenable by reason of damage by fire or other casualty, Licensee shall provide Programming at the Center during, at a minimum, regular business hours of Monday through Friday from 9am to 5pm and on weekends as set forth solely by the Licensee and will have at the Center adequately trained personnel for efficient service and Programming. Licensee shall not discriminate against any person or resident of Miami-Dade County, in the participation of the community activities. Licensee shall conduct its activities by being as inclusive as possible of the community.

6. **Limitations on Programming and Use:** Subject to Licensee's obligations and rights to use the Park for the purposes specified in Paragraph 3, Licensee shall not suffer or permit the Center or any part thereof to be used in any manner, or anything to be done therein, or suffer, or permit anything to be brought into or kept therein, which would in any *way* (i) violate any Applicable Laws or insurance requirements; (ii) cause structural injury to the Facility or to the Center or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Center, the Facility or the Park; (v) materially impair or interfere with the proper cleaning, heating, ventilating or air-conditioning of the Center, the Facility or the proper functioning of any other common service facilities or common utility of the Center or the Facility, (vi) impair or interfere with the physical convenience of any of the occupants or users of the Park; or (vii) impair any of the Licensee's other obligations under this Agreement or (viii) violate Article 7 of the Home Rule Charter or any other Applicable Laws.

7. **Governmental Approvals:** If any governmental license or permit shall be required for the proper and lawful conduct of Licensee's activities and Programming at the Center, or any part thereof, and if failure to secure such license or permit would in any way materially and adversely affect the County, then the Licensee, at its expense, shall procure and thereafter maintain such license or permit and submit a copy of the same to the County. Licensee shall at all times comply with the terms and conditions of each license and permit. The County will provide reasonable and legally appropriate effort to enable and support the obtaining and maintaining of all such license(s) and permit(s).

8. Nature of the Agreement

A. The Agreement incorporates and includes all prior negations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the 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 representation 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.

B. The Licensee shall provide the Work required of it as set forth in this Agreement and render full and prompt cooperation with the County in all aspects of the Work performed hereunder

C. The Licensee acknowledges that this Agreement requires the performance of all things necessary for or incidental or the effective and complete performance of all Work required of it under this Agreement.

D. The Licensee shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the undertaking of the Programming contemplated by this Agreement. The Licensee acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Licensee agrees to provide input on policy issues in the form of recommendations. The Licensee agrees to implement all changes in providing work hereunder as a result

of a policy change implemented by the County. The Licensee agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to Implement said changes.

9. **Non-exclusivity:** Licensee understands and acknowledges that this Agreement is not a lease, and that the County has not granted and does not, by virtue of this Agreement, grant Licensee any property rights to the Project Site whatsoever. The services to be provided by Licensee under this Agreement are non-exclusive as to any locations other than the Center and the Licensee shall have no rights to any other location that may be made available by the County nor to preclude or prevent the County from offering the same or similar Programming at any location other than the Project Site.

10. **Appendices:** The Appendices listed in this Paragraph and attached to this Agreement are hereby incorporated in and made a part of this Agreement:

    Appendix A: Concept Plan

    Appendix B: Organizational Structure Staffing Plan

    Appendix C: List of all Officer, Directors, Managers, Staff and Volunteers

    Appendix D: Disability Non-Discrimination, Managers, Staff and

    Volunteers

    Appendix E: Miami-Dade County Ordinance 08-07 Background Check Ordinance (The Shannon Melendi Act) Appendix F: Affidavit Article 7 of the Home Rule Amendment and Charter as amended November 4, 2014

    Appendix G: Development

    Rider Appendix H: CAD

    Standards

11. **Term:** The term of this Agreement is for thirty (30) years, unless earlier terminated.

12. **Option to Renew:** Provided that Licensee is not in default under this Agreement, Licensee shall have the option to renew the term of this Agreement for two (2) additional renewal terms of ten (10) years each. Licensee shall exercise its option to renew by giving the County written notice not later than six (6) and not earlier than twelve (12) months prior to the expiration of the then-current Term. All of the terms and conditions of this Agreement shall remain in full force and effect during any renewal Term. If Licensee exercises Its options as set forth herein, the Termination Date shall be the last *day* of the renewal term then in effect, unless sooner terminated as provided herein. The initial term of this Agreement, as extended by any renewal term, if applicable, shall hereinafter be referred to as the "Term."

13. **Reporting Requirements**: Annual evaluations are to take place in-person between the Licensee and the County. At this time, both parties will be able to discuss any issues or concerns that have occurred over the previous year.

    A. Licensee shall complete the affidavit (Appendix E) confirming compliance with the Shannon Melendi Act, codified in Chapter 26, Article Ill of the Miami-Dade County Code on a yearly basis.
    B. Licensee shall complete the affidavit (Appendix D) confirming compliance with the Americans with Disabilities Act of 1990, codified in Chapter 2, Article I, Section 2-8.1.5 of the Miami-Dade County Code; and Resolution R-182-00 amending R-385-95.
    C. Licensee shall provide a list (Appendix C) of all Officers, Directors, Managers, Staff and Volunteers working at the Center, on a yearly basis or, earlier, if and when updated by the Licensee.
    D. Licensee shall provide proof of U.S. Internal Revenue Service tax-exempt status under Sec. 501(c)(3) of' the I.R.S. Code, proof of incorporation as a not-for-profit organization in the State of Florida (Appendix B)
    F. Licensee shall provide on a Quarterly basis to the County, the number of programs per quarter, number of participant's per program, and total daily attendance for participants per quarter.

G. Licensee shall provide current Certificates of Insurance (COI) thirty (30) days prior to expiration.
H. Licensee shall provide annually: review of completed background checks against staff list, and all additional items needed to conduct annual reviews.

Upon review of documents obtained, the County shall notify Licensee In writing of non-compliant elements. The Licensee shall resolve all non-compliant issues prior to beginning a new cycle, season within thirty (30) days of notification, the County shall have the right to request or perform an audit to determine compliance with the contract terms.

14. **Curtailment or Interruption of Use and Service:** The County reserves the right to interrupt, curtail or suspend the use of the Center by Licensee and/or provision of Programming by reason of any emergency or for repairs, alterations, or improvements to the Facility or to the Park which, in the reasonable judgment of County, are desirable or necessary to be made, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of the County. The work *of* such repairs, alterations, or improvements shall be prosecuted with reasonable diligence. The County shall provide Licensee with as much advance notice as is possible and reasonable under the circumstances of its needs to interrupt, curtail or suspend the use of the Center by Licensee and/or provision of Programming as provided under this paragraph. Licensee may, at its sole option, suspend or curtail its operations in whole or in part, during any such event.

15. **Assumptions, Parameters, Projections, Estimates, and Explanations:**
The Licensee understands and agrees that the County has provided no assumptions, parameters, projections, estimates and explanations or representations or warranties as to the Project Site, the feasibility of the Center or Licensee's use thereof. The Licensee accepts all risk associated with using the Project Site, developing the Center, and using the Center for the provision of its Programming.

16. **County Approval:** The Licensee agrees that it will obtain prior written approval from the County in all of the following matters:

A. Material changes from originally approved Programming.
B. Material changes to the development concept for the Project, which shall include changes to the overall site plan, building elevations, space plans, configuration of improvements.
C. Use of the County's or the Park's name.
D. Material changes from originally approved signage and graphics. The nature, size, shape and installation of Licensee's signs within the Park or on or adjacent to the Center must be approved in writing by the County and such approval shall be granted or denied in the sole and absolute discretion of the County. Said signage must also be approved by all governmental authorities having jurisdiction and must conform to Article 7 of the Miami-Dade Home Rule Charter. Any requests for changes must be made in writing to the County and approved prior to installation. All signs shall be removed by the Licensee at termination of this Agreement and any damage or unsightly condition caused to the Center because of or due to said signs shall be satisfactorily corrected or repaired by Licensee.

Further it is understood by the Licensee that should *any* of the above items be disapproved, Licensee may offer alternative solutions to the County for review.

17. **County Approval of Change:** The County reserves the right with stated just and reasonable cause to require the Licensee to change within a stated reasonable amount of time any and all items contained in Paragraph 16 it deems in need of change, despite previous approval of same.

18. **County's Rights and Responsibilities:** The County shall have the right to conduct an annual review at the end of each Agreement year to ensure adherence to contractual requirements, as part of this review. In the event of inclement weather, the Park Manager or on-site Park staff shall have the final decision concerning closing of the Park, reopening of the Park, and rescheduling of activities if applicable.

19. **Hours of Operation:** Typical operating hours are Monday-Friday 9:00am-2:00pm, however, operating hours for the Center may vary and should be only determined by the Licensee provided that the hours shall at all times be in accordance with the Park hours established and maintained by the Miami-Dade Parks, Recreation and Open Spaces Department ("PROS") and cannot go beyond

those hours without the prior, written approval of the Director of PROS. The County *may* suggest a change in hours of operation, if, in the reasonable discretion of the County such change is desirable in providing the best service to the public.

20. **Personnel:** The Licensee shall provide County with the name and telephone number of a management person or persons of the Licensee who will be on reasonable call, at all times, for emergencies, or other matters related to the operations under this Agreement. The Licensee shall ensure that all its personnel performing services under this Agreement and having contact with the public are courteous and cooperative and present have a clean and professional appearance at all times. The Licensee shall ensure that all employees having public contact are able to understand and communicate in spoken English. Licensee must also ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the Licensee's employees and not as employees of the County; and Licensee's employees will not be considered agents of the County.

21. **On-Site Manager/Designee:** Throughout the term of this Agreement, the Licensee shall employ a qualified full-time on-site Manager or Managers having experience in the management of this type of operation, who shall be available during normal business hours and reasonably on-call at all times, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Licensee under this Agreement and to accept service of all notices provided for herein.

22. **Operating Expenses of Center:** The Licensee shall be responsible for all operating expenses of the Center, including utilities (including but not limited to electricity, internet, phone, water and sewage charges), pest control, cleaning, and all other expenses and costs associated with the day-to-day operations of the Center, including waste collection services. The Licensee shall pay for all charges for utility services used or consumed in or upon the Center including, but not limited to electricity, water, and sewage charges under this Agreement. Such charges shall be separately metered during construction of the Center. Licensee shall establish utility service in the name of the Licensee and pay the actual cost thereof. Licensee shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment. Licensee shall make all repairs caused by Licensee's negligence.

23. **Equipment/Services Provided by County**:
    A. Electrical as existing
    B. Water facilities as existing
    C. Sewage facilities as existing
    D. Maintenance of any landscaping of project site as existing
    E. Waste collection on project site

24. **Equipment and Services Provided by Licensee:** The Licensee, at its sole cost shall provide all equipment and services required for the Licensee to fulfill its obligations as set forth in this Agreement. The expenses of the following utilities and maintenance items are the responsibility of the Licensee but shall in no way be deemed to be all-inclusive or exhaustive of all of the expenses that may arise with respect to the Center, or the Programming and Licensee shall be responsible for all such costs and expenses:

    A. Janitorial services for the Center; Licensee shall keep the Center and equipment clean at all times;
    B. Electrical and maintenance services for the Center; The Licensee shall ensure maintenance **and** necessary repairs are done for all equipment, as applicable;
    C. Pest extermination services within the Center;
    D. All interior and exterior maintenance of the Center including all structural components, HVAC, electrical, plumbing and all other systems and infrastructure necessary to be maintained, repaired, replaced or improved for the proper functioning of the Center and provision of Programming;
    E. Water and sewer;
    F. Garbage/trash removal from the Center;
    G. Opening/closing of the Center;
    H. Telecommunications Services;
    I. Utility extensions, as necessary.

25. **Equipment Installed by Licensee:** Licensee shall furnish and install all furnishings, fixtures, and equipment necessary for the operation of the Center. All furnishings, fixtures, and equipment acquired for the Center shall be of a high quality as good as or better than that found at similar facilities.

    Any equipment and furnishings installed by the Licensee shall be in compliance with applicable law and Article 7 of the Home Rule Charter and in keeping with the appropriate standards of decor at the Park.

    Licensee shall not materially or adversely alter or modify any portion of the Park without first obtaining written approval from the County. Further, once the Center is developed and constructed in accordance with the terms and conditions of this Agreement and the Development Rider, Licensee shall not materially or adversely alter or modify any components or elements of the Center without the prior, written approval of the County. All requests from the Licensee for material modifications to the Center must be submitted in writing to the County with sufficient documentation to justify the request. The County may approve or reject said requests in its sole discretion, though such approval shall not be unreasonably withheld.

26. **Security and Protection:** Licensee acknowledges and accepts full responsibility for the security and protection of the Center, its equipment, personal property, and the participants served by the Programming in connection therewith twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County makes no warranties as to any obligation to provide security for the Center. The County will not accept any responsibility for the Licensee's equipment, supplies, other personal property, money, employees, agents, officers, or participants in its Programming.

27. **Damages or Destruction of Property:** Licensee shall, subject to other provisions of this section, repair all damages to the Center, caused by any reason other than the negligence or intentional acts of the County, including damages arising from natural disasters, acts of God, events of casualty, or by the Licensee, its employees, agents, contractors, or program participants. If the Center is partially damaged, or inoperable for the purposes of this Agreement the same shall with due diligence be repaired by the Licensee from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such the Center inoperable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by the Licensee from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event said the Center are completely destroyed or so damaged that it will remain unusable for more than thirty (90) days, through no fault of the Licensee, its employee, agents, contractors or sub-consultants, the neither Licensee nor the County shall be under any obligation to repair and reconstruct the Center, and Licensee shall thereafter elect to: (a) repair, restore or reconstruct the Center within a time period not to exceed two years; or (b) restore the Project Site to a clean, neat and usable condition within a time period not to exceed six months, and this Agreement shall terminate.

28. **Repairs, Alterations, and Additions by the County**: If Licensee fails to keep, maintain, and repair the Center in a good and safe order, the County shall have the right to make all repairs and replacements, structural and otherwise, necessary, or desirable in order to keep in good order and repair the Center, including but not limited to, any foundations, roofs and structural soundness of floors and walls of the Center; provided, however, that repairs to the Center shall: (A) only be made following a notice of default and opportunity to cure being first offered to Licensee and following Licensee's failure to make such repairs within the time allotted; and (B) for the cost thereof, be reimbursed to the County by the Licensee. In making such repairs, alterations, replacements and additions to the Center, the County shall take such reasonable measures as are necessary to minimize interference with Licensee's operations of the Center and to minimize the inconvenience and injury to Licensee's business.

29. **Time Is of the Essence:** Licensee covenants at all times to perform promptly all of the obligations of Licensee set forth in this Agreement.

30. **Ingress and Egress:** Subject to the terms of this Agreement governing the use of the Center, Licensee, its employees, agents and servants, patrons, and invitees, and Its suppliers of service and furnishers of materials shall have right of ingress and egress to and from the Center at all times during the Term, and *any* renewal of this Agreement.

31. **Assignment. Sub-Contracting, and Successors In Interest:**

    A Licensee shall not assign, mortgage, pledge, nor otherwise encumber this Agreement or any portion thereof, nor any property associated with this Agreement without prior written approval of the County through its Board of County Commissioners, such approval shall be in the sole discretion of the County. Unapproved assignment, mortgaging,

pledging, or encumbering of the Center or the Project Site shall be grounds for termination of this Agreement, after applicable notice and cure period. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be reasonably approved by the County.

B. Licensee shall not enter into any sub-contracting Agreement for services required to be provided under this Agreement without prior written approval of the County, such approval not to be unreasonably withheld. It is agreed that all terms and conditions of this Agreement shall extend to and be binding on any sub-contractors. Licensee shall be liable for acts and omissions by any sub-contractor affecting this Agreement. The County reserves the right to directly terminate (and pursue *any* applicable remedy) any sub-contractor of the Licensee for any cause for which Licensee may be terminated. *Any* sub-contracting Agreement for Programming must be made available and accounted for through the Licensee so as to provide seamless service to the public as if provided directly by the Licensee.

32. **Public Records:** As a political subdivision of the State of Florida, the County is subject to the stipulations of Florida's Public Records Law

(A) The Licensee shall comply, and shall require its architect and contractors, consultants, sub-contractor, sub-consultants, materialmen and suppliers to comply with Public Records Laws, specifically to:

(1) Keep and maintain all records required by the public agency to perform the service.

(2) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Public Records Law or as otherwise provided by Applicable Law.

(3) Ensure that Public Records that are exempt or confidential and exempt from Public Records' disclosure requirements are not disclosed except as authorized by law for the Term, and following expiration of the Term or the earlier termination thereof, if the Licensee does not transfer the records to the County.

(4) Upon expiration of the Term, or the earlier termination thereof, transfer, at no cost, to the County all Public Records in possession of the Licensee or keep and maintain for inspection and copying all Public Records in its possession. If the Licensee, upon expiration of the Term, or the earlier termination thereof: i.) transfers all Public Records to the County, the Developer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements; and H.) keeps and maintains Public Records, the Licensee shall meet all Applicable Law and requirements for retaining Public Records. All records stored electronically must be provided to the County, upon request from the County's custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(B) If the Licensee fails to provide Public Records to the County within a reasonable amount of time, this may be subject to penalties under Florida Statutes Chapter 119 and shall be deemed an Event of Default under this Agreement ·

IF THE **LICENSEE HAS QUESTIONS REGARDING** THE **APPLICATION** OF **CHAPTER 119, FLORIDA STATUTES,** TO THE **LICENSEE'S DUTY** TO **PROVIDE PUBLIC RECORDS RELATING** TO THIS **CONTRACT, CONTACT** THE **CUSTODIAN** OF **PUBLIC RECORDS AT** 786-469-4618 , Gloria.Hayes@miamidade.gov, 701 NW 1ST CT 10-156B , MIAMI, FLORIDA 33136.

33. **Ownership of License and Development:** The Licensee agrees to provide to the County an accurate list of the officers of the

not-for-profit Corporation, and any change of corporate name or corporate ownership.

34. **County's Property Insurance:** Any insurance the County may maintain for the Park shall not cover the Center or Licensee's improvements and betterments, contents, or other property of Licensee. Licensee shall not (after receipt of true and correct copies of any and all such policies) violate, or permit the violation of, any condition Imposed by any of the County's Insurance policies, and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Center which would Increase the fire or other property or casualty insurance rate on the other building or buildings in which the Center is located or property therein over the rate which would otherwise then be in effect.

35. **Licensee's Insurance**: Subject to the monetary limitations of section 758.28, Florida Statutes, Licensee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Licensee or its employees, agents, servants, partners principals or subcontractors. Licensee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Licensee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided except that such obligations set forth herein are subject to the monetary limitations of section 758.28, Florida Statutes only.

Design Phase

Licensee shall furnish to Community Action and Human Service Department, 701 NW 1 Avenue, Miami, Florida, Certificate(s) of Insurance which indicate that insurance coverage has been obtained to meet the requirements as outlined below:

A. Professional Liability or Errors & Omissions insurance in the name of the licensed design professional(s) providing architectural, engineering, project design, construction supervision, administration and/or any related professional qualifications or functions required by the project for the licensed design professional(s) in an amount not less than $1,000,000 per claim.

If any required insurance has been issued on a 'claims made' basis, the purchaser of such claims made coverage must have an extended reporting or discovery "tail" period of not less than five years after the project completion date and shall have a retroactive date to the date of first design. The limits of liability and the extensions to be included remain the same.

Construction Phase

Licensee shall furnish to Community Action and Human Service Department, 701 NW 1 Avenue, Miami, Florida, Certificate(s) of Insurance which indicate that insurance coverage has been obtained to meet the requirements as outlined below:

Contractor(s) providing construction services in relation to this agreement are to procure and maintain the following insurance coverages throughout the course of the project and shall require all subcontractors providing services in relation to this Agreement to carry any and all insurance coverage that adequately covers each subcontractor's exposure based on the type of services they are providing in connection with the project. Please furnish to Community Action and Human Service Department, 701 NW 1 Avenue, Miami, Florida, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. **Prior to Commencement of Construction**: Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project. Coverage shall remain in place until final completion of construction has been reached as determined by Miami Dade County. **The policy shall be in the name of Miami Dade County and the Contractor.**

B. Workers' Compensation Insurance for all employees of the contractor as required by Florida Statute 440.

C. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 in the aggregate, on a per project basis, to include Explosion Collapse and Underground Hazards and Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

E. Umbrella Liability or Excess Liability Insurance in an amount not less than $3,000,000 per occurrence and in the aggregate. If Excess Liability insurance is provided, must be follow form to the General Liability policy.

F. Pollution Liability Insurance in an amount not less than $1,000,000 per claim. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

Operational Phase

Licensee shall furnish to Community Action and Human Service Department, 701 NW 1 Avenue, Miami, Florida, Certificate(s) of Insurance which indicate that insurance coverage has been obtained to meet the requirements as outlined below:

A. Workers' Compensation Insurance for all employees of the Licensee as required by Florida Statute 440.

B. Commercial Property Insurance on a Replacement Cost basis not to exclude Windstorm/Hail, in an amount not less than one hundred percent (100%) of the replacement cost of all Improvements and Betterments, Contents, and any other property of the Licensee and shall include Business Interruption coverage in an amount sufficient to continue business operations for a period up to one year.

C. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, to include Personal and Advertising Injury and Products and Completed Operations coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

D. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

E. Professional Liability Insurance in the name of the Licensee in an amount not less than $1,000,000 per claim.

The Risk Management Division of Miami-Dade County Internal Services Department reserves the right, upon reasonable notice, to examine or request the policies of insurance (including but not limited to binders, amendments, exclusions or riders, etc.) Miami-Dade County reserves the right to reasonably amend insurance requirements throughout the duration of this agreement.

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 "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

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.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

36. **Release and Indemnification:** The Licensee shall indemnify and hold harmless the County and its officers, employees, agents and Instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Licensee or its employees, agents, servants, partners principals or subcontractors and not resulting *solely* from the negligence of the County, its agents, employees or subcontractors. The Licensee shall pay all indemnified claims and losses in connection therewith and shall investigate and defend all indemnified claims, suits or actions of any kind or nature In the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may Issue thereon. The Licensee expressly understands and agrees that any Insurance protection required by this Agreement or otherwise provided by the Licensee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Subject to the monetary limitations of section 758.28, Florida Statutes, the County agrees to release and hold the Licensee harmless of all claims for acts of negligence the County may have been alleged to have committed. Any indemnity obligations shall be capped at the applicable sovereign immunity caps prescribed by Florida law.

37. **Liability for Damage of Injury**: The County shall not be liable for damage or injury to the person which may be sustained by any party or persons at the Center other than the damage or injury to the person if and to the extent caused by the negligence of the County, its contractors, agents, or employees while in the course of County business, and as limited by Section 768.28, Florida Statutes. Nothing herein stated shall eliminate or alter the obligation of the County set forth in other provisions of this Agreement.

38. **No Liability for Personal Property:** All personal property placed or moved in the Center shall, except for the negligent act or omission of the County, its employee(s), agent(s), or contractor(s),be at the risk of Licensee or the owner thereof. County shall not be liable to Licensee or any third party for any damage to said personal property unless caused by negligence of the County, County's agents, employees, or contractors, subject to all limitations of Florida Statutes, Section 768.28.

39. **Patent and Copyright Indemnification**:

    A. The Licensee warrants that all services provided hereunder, including but not limited to, wall murals, and the like, shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other Intellectual property rights or any other third-party proprietary rights in the performance of the Scope of Services.
    B. The Licensee shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third-party proprietary rights, by the use or supplying of any wall murals, and the like, in the course of performance or completion of, or in any way connected with, the Work. Accordingly, the Licensee at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any such claim, demand, cause of action, debt, or liability herein described.

    C. In the event any Work or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensee shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensee's expense, the rights provided under this Agreement to use the item(s).

    D. The Licensee shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Work

hereunder. The Licensee shall enter into agreements with all suppliers and subcontractors at the Licensee's own risk. The County may reject any work that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the work or be unlawful.

40. **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.

41. **Termination by County**: The County shall have the right to terminate this Agreement if the Licensee materially and manifestly fails to keep, observe or perform any material covenant, agreement term or provision of this Agreement to be kept, observed, or performed by the Licensee and such default continues for a period thirty (90) days after written notice thereof by County of the Licensee; unless default cannot be cured within such thirty (90) day period, but in no event shall such default continue for a period greater than one hundred eighty (180) days. Notwithstanding, the foregoing, the County shall be entitled to automatically terminate this Agreement upon thirty (30) days prior written notice and opportunity to cure from the County, following (1) the institution of proceedings in voluntary bankruptcy or reorganization by the Licensee; (2) the institution of proceedings in involuntary bankruptcy against the Licensee, if such proceedings continue for a period of ninety (90) days; (3) the assignment by the Licensee for the benefit of creditors without prior County notification and written approval; (4) the abandonment or discontinuation of operations without the County's written consent for a period exceeding thirty (30) days (provided that this shall not apply to force majeure events); (5) the discovery of any material misstatement by the Licensee inducing the County to enter into this Agreement (6) the Licensee's use of the Park for other than public park purposes in accordance with Article 7 of the Charter; (7) failure of the Licensee to maintain federally, tax-exempt not-for-profit status; and (8) *any* final judicial determination that litigation instituted by the Licensee against the County was groundless. If the County terminates this Agreement for cause and in accordance with the applicable dispute resolution provisions of this Agreement it is later determined that the County's termination was wrongful, then the Licensee shall be entitled to continue to utilize the Center in the manner and for the remainder of the Term of this Agreement. *Any* dispute between the parties as to whether cause for termination exists shall be resolved by the dispute resolution provisions set forth in this Agreement.

42. **Termination by Licensee:** Licensee shall have the right upon thirty (90) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement without penalty due to a business decision made by the Licensee that the program is not financially feasible or operationally practicable, and in that instance the Center and all infrastructure (including lighting and fencing) becomes property of the County. Licensee shall have the right upon thirty (90) calendar days from receipt of written notice to the County by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

    A. A breach by the County of any of the terms, covenants or conditions contained in this Agreement and the failure of the County to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Licensee, of the existence of such breach. In the event of a termination by the Licensee resulting from a breach by the County, the Licensee shall retain all of its rights against the County in law or in equity.

    B. The assumption by the United States Government or any authorized agency thereof, or *any* other governmental agency, of the operation, control, or use of the Center, or any substantial part, or parts, thereof in such a manner as to substantially restrict Licensee's operations for a period of ninety (90) calendar days or more.

43. **Cessation of Operations and Programming at the Center:** At the expiration or earlier termination of the Term of this Agreement Licensee shall peaceably surrender the Center in as good a condition as the Center was on the Effective Date of this Agreement, ordinary wear and tear and damage by condemnation, fire or other casualty excepted. Licensee shall deliver all keys, as applicable, for the Center to the County at the place then fixed for the payment of fees and shall notify the County in writing of any combinations of locks, safes and vaults, if any, in the Center. Ordinary wear and tear shall be deemed not to include damage or injury caused by moving Licensee's property or trade fixtures into or out of the Center. Licensee's obligation to observe and perform the covenants set forth in this paragraph shall survive the expiration or earlier termination of the term *of* this Agreement.

44. **Mechanics', Materialmen's and Other Liens:** Licensee agrees that it will not permit any mechanic's or materialmen's, to stand

against the Property for work or materials furnished to Licensee; it being provided, however, that Licensee shall have the right to contest the validity thereof. Licensee shall immediately pay any judgment or decree rendered against Licensee, with all proper costs and charges, and shall cause any such lien to be released off record without cost to County.

45. **Limiting Legislative or Judicial Action**: In the event that any municipal, county, state, or federal body of competent jurisdiction passes any law, ordinance, or regulation in any way restricting or prohibiting the use of the Park for the purposes of this Agreement, this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. In the event that a referendum vote of the electorate of the County in any way restricts or prohibits the use of the Site for the purposes of this Agreement this Agreement will be null and void and unenforceable by any party to this Agreement and the County shall have no further liability under this Agreement. If the County deems the Agreement null and void by function of this Paragraph, the County will not be liable to the Licensee for damages arising there from and the County shall have no further liability under this Agreement.

46. **Property Disposition upon Termination of Agreement:** Following the termination of this Agreement the Licensee, within thirty (30) calendar days, shall forthwith remove all of its personal property. Any personal property of Licensee not removed in accordance with this paragraph may be removed by the County for storage at the cost of the Licensee *or* shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to **be** in the best Interests of the County. The County shall not be liable to Licensee for the safekeeping of Licensee's personal property during or after termination of this Permit. The County shall have the senior interest in the Licensee's personal property, Licensee shall not remove any fixtures within the Center at any time without pre-approval in writing from the County. Licensee shall be liable to the County for the fair market value of any equipment supplies in bulk, or fixtures removed without County pre-approved written permission. Licensee shall also **be** liable for any expenses incurred by the County in prosecuting any action against Licensee following unapproved item removal described above. Licensee shall also be liable to the County for any expenses incurred by the County in replacing *any* items wrongfully removed by Licensee. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the Licensee, except those permanently affixed to buildings, as defined under the laws of the state of Florida, shall be the personal property of the Licensee. Upon termination of this Agreement and the removal of all property by Licensee, the Licensee shall deliver said the Center to the County.

47. **Non-Discrimination:** During the performance of this Agreement the Licensee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. By entering into the Agreement, the Licensee attests that it is not in of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Licensee or any owner, subsidiary or other firm affiliated with or related to the Licensee is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement veld. This Agreement shall be void if the Licensee submits a false affidavit pursuant to this Resolution or the Licensee violates the Act or the Resolution during the term of this Agreement, even if the Licensee was not in violation at the time it submitted its affidavit.

48. **Press Release or other Public Information**: Except as may be required by law, the Licensee and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensee or such parties has been approved or endorsed by the County.

49. **No Waiver of Right to Enforce:** The waiver by County of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of the Guaranteed Yearly Fee hereunder by County shall not be deemed to be a waiver of *any* preceding breach by Licensee of any term, covenant or condition of this Agreement other than the failure of Licensee to pay the particular Guaranteed Yearly Fee, so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such Guaranteed Yearly Fee.

50. **Rules and Regulations:** The Licensee will observe, obey, and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and or regulations of both the County and PROS or other any other governmental units and agencies having lawful jurisdiction, which *may* be applicable to Licensee's operations under this Agreement. Failure to do so will constitute a breach

of the Agreement.

51. **Emergency Preparedness:** The Licensee shall prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, etc., for the Center and shall ensure that such plans are consistent with the County's emergency plan for AD Barnes Park and implement the approved plan(s) if reasonably instructed to do so by the County.

52. **Inspection and Entry by County:** The County shall have the authority to make periodic reasonable inspections of all the Licensee's equipment and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The Licensee shall be required to make *any* improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the Licensee is operating in compliance with the terms and provisions of this Agreement.

53. **Right of Entry**: During the one hundred and eighty (180) days prior to the expiration of the Term of this Agreement, the County may show the Center to other prospective Licensees. If during the last ninety (90) days of the Term of this Agreement, Licensee shall have removed all or substantially all of Licensee's property there from. The County may immediately enter, alter, renovate, and redecorate the Center without elimination or abatement of fee or other compensation and such action shall have no effect upon this Agreement.

54. **Equipment and Amplifiers:** No voice or sound amplification or public address equipment will be used unless approved in writing by the County. No motorized or mechanical equipment may be used in connection with this Agreement unless approved in writing by the County.

55. **Notices:** Any notices submitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested or delivery by hand, addressed to the parties as follows or to such other address as either party may designate in writing, and where receipt of same is acknowledged by the receiving party:

To the County

Miami-Dade County
Community Action and Human Services
Department 701 NW First Court, 10th Floor
Miami, Florida 33136

Miami-Dade Parks, Recreation and Open
Spaces 275 NW 2ndStreet, 5111Floor
Miami, Florida 33128

Miami Dade County
County Attorney's
Office
111 NW 1st Street, 28th
Floor Miami, Florida 33128

To the Licensee:

MACTown,Inc.
151 NE 62 Street
Miami, Florida 33138
Attention: General Counsel

The County may alternatively provide notice by posting written notice on or at the Center. If attempted delivery of such notice by mail is thwarted by *any* avoidance of receipt or unavailability for receipt by the intended recipient that notice will have the effect of being constructively received by the recipient.

56. **Interpretations:** This Agreement and the appendices and attachments hereto, and other documents specifically referred to herein, shall be interpreted as a whole unit and paragraph headings are for convenience only. The Agreement shall not be construed in favor of one party or the other. All matters involving the Agreement shall be governed by Laws of the State of Florida.

57. **Independent Contractor Relationship:** The Licensee 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 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 Licensee's sole direction, supervision and control The Licensee shall exercise control over the means and manner in which it and its employees and/or volunteers perform the work, and in all respects the Licensee's relationship and the relationship of its employees and/or volunteers to the County shall be that of an independent Licensee and not as employees and agents of the County. The Licensee does not have the power or authority to bind the County in *any* promise, permit or representation other than specifically provided for in this Agreement.

58. **Dispute Resolution**:

A. In any event of any dispute related to this Agreement or the performance of the Licensee or the County thereunder, including without limitation a dispute between the County and Licensee as to the operations of the Center or a dispute as to whether this Agreement may be terminated pursuant to terms of Paragraph 41, the Licensee and the Director of the Community Action and Human Service Department (the "Director") or their designee, who shall not be anyone associated with matters related to or on account of this Agreement, shall discuss the dispute and attempt to *amicably* resolve it.

B. If the dispute cannot be settled through negotiation between parties within fifteen (15) days after the first meeting between the Licensee and the Director or their designee, the parties agree first to try in good faith to settle the dispute under the Expedited Procedures of its Commercial Arbitration and Mediation Rules before resorting to some other dispute resolution procedure. All parties to the mediation shall share equally in its cost. The parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the parties do not reach a mutually agreeable settlement within 15 days after initiation of mediation, they *may* pursue the actions as described in subsection (c), or they may mutually agree to extend the time for mediation. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator.

C. Anything to the contrary, notwithstanding, the County and the Licensee agree that if after mediation as described in subsection (b), they cannot resolve their dispute, all claims, disputes and other matters among them regarding this Agreement, such dispute, claim or matter shall be determined by Alternative Dispute Resolution provision set forth in Paragraph 60.

D. In the event that under the foregoing procedures it is finally resolved that the Licensee is liable, the Licensee shall none the less not be liable if the Licensee cures the matter within thirty (30) *days* after such final resolution, unless such matter cannot be cured within such thirty (30) day period, and the Licensee has initiated efforts to cure within such thirty (30) *day* period, but in no event shall such matter continue for a period greater than one hundred eighty (180) days.

E. Venue; Waiver of Jury Trial: each Party submits to the exclusive Jurisdiction of any court of competent jurisdiction sitting in Miami-Dade County. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection to venue in Miami-Dade County, including objections based on lack of personal jurisdiction or the doctrine of forum non convenience. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR CLAIM SUBJECT TO ADR UNDER AGREEMENT.

59. **Mutual Obligations:**

a) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of *any* third party.

b) In those situations where this Agreement imposes an indemnity obligation on the Licensee, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensee to diligently defend such claims, and thereafter seek indemnity for costs from the Licensee.

60. **No Partnership or Agency**: The County and the Licensee are independent entities and the officers, employees, and agents of one are not, and shall not represent themselves to be, officers, employees, or agents of the other. This Agreement does not constitute and shall not be represented to constitute a partnership between the County and the Licensee.

61. **Choice of Venue and Law:** Any litigation between the County and the Licensee relating in any way to this Agreement shall be brought and presented exclusively in a Court located in Miami-Dade County, Florida, and governed by the laws of Florida.

62. **Audits:** Pursuant to County Ordinance No. 03-2, the Licensee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Licensee 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.

63. **Conflict of Interest:** The Licensee represents that:

A. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received from Licensee or been promised by Licensee any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement

B. There are no undisclosed persons or entities interested with the Licensee in this Agreement. This Agreement is entered into by the Licensee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest The Licensee agrees to abide by the County's Conflict of Interest and Code of Ethics set forth in Section 2-11.1of the County Code, as applicable to Licensee vis a vis its relationship with the County, its elected officials, the County Mayor and Mayor's designees, and other County employees.

C. Neither the Licensee nor any officer, director, employee, agency, paren subsidiary, or affiliate of the Licensee shall have an Interest which Is in conflict with the Licensee's faithful performance of its obligation under this Agreement provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Licensee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

D. The provisions of this Paragraph 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 Licensee 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, Licensee shall promptly bring such information to the attention of the Contract Manager. Licensee shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Licensee receives from the Contract Manager in regard to remedying the situation.

64. **Local, State, and Federal Compliance Requirements**: Licensee agrees to comply, subject to applicable professional standards, with the provisions of 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. Prohibition against Liens. The Licensee is prohibited from placing a lien on the County's property. This prohibition shall be placed in all Subcontractor contracts.

B. Licensee shall conduct background checks on all owners, staff, and volunteers pursuant to Miami-Dade County Ordinance No. 08-07 and ensure the safety of the patrons of AD Barnes Park by meeting the requirements of Chapter 26 "Miami-Dade County Park and Recreation Department Rules and Regulations, Article 111, The Shannon Melendi Act.

C. Miami-Dade County Commission Ordinance No. 16-58, regarding a ban on use of polystyrene (also known as Styrofoam) in Parks.

Notwithstanding any other provision of this Agreement, Licensee 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 the good faith determination of the Licensee, constitute a violation of any law or regulation to which Licensee is subject including but not limited to laws and regulations requiring that Licensee conduct its operations in a safe and sound manner.

65. **Inspector General Reviews:**

Independent Private Sector 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 Licensee 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, and under no circumstance shall the Licensee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Licensee, 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 Licensee in connection with this Agreement. The terms of this Paragraph shall not impose any liability on the County by the Licensee or any third party.

Miami-Dade County Inspector General Review

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. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c} contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and Agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I} contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (I) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in *any* exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County 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. The Inspector General shall have the power 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 Licensee, its 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 Licensee from the Inspector General or IPSIG retained by the Inspector General, the Licensee 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 the Licensee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, Including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form 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 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.

66. **E-Verlfy:** Licensee acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of **(a}** all persons employed by the Licensee to perform employment duties within Florida during the term of the Agreement; and (b) all persons (including subcontractors/subconsultants/sub vendors) assigned by the Licensee to perform

Work pursuant to the Agreement with the County. The Licensee acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Agreement is a condition of the Agreement with the County.

67. **Access statement:** To request material in accessible format, sign language interpreters, and/or any accommodation to participate in any Miami- Dade County sponsored program or meeting, contact Gisel Prado at 305-755-7913 or Gisel Prado@miamidade.gov at least 7 days in advance to Initiate your request. TTY users may also call 711 (Florida Relay Service).

68. **Survival:** The parties acknowledge that any of the obligations under this Agreement will survive the Term. Termination and cancellation hereof. Accordingly, the respective obligations of the Licensee and the County 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 Effective Date herein above set forth. By the signatures below, each party hereby represents and warrants that each individual is duly authorized to enter into and execute this Agreement for and on behalf of the respective organizations.

WITNESSES:

_____
Witness/Attest:

_____
Witness/Attest:

MIAMI-DADE COUNTY:
a political subdivision of the State of Florida
By its Board of County Commissioners

By:_____
Name: Daniella Levine Cava
Title: Mayor
Date signed: _____

ATTEST
HARVEY RUVIN, CLERK
By: _____

Approved as to form and
Legal sufficiency

_____
Name: _____

WITNESSES:

Joshua Cones Print Name:
_____

_____ Print Name:
_____

Licensee:
MACTOWN, INC.,
a Florida not-for-profit corporation

By: Joshua Cones
Print:
Title: President & CEO
Date: _____

:

MACTOWN INC PROGRAMMING PARTNERSHIP OPERATING AND DEVELOPMENT AGREEMENT (FINAL)

Final Audit Report 2022-09-30

Created:	2022-09-30
By:	Odile Da Silva (Odiled@mactown.org)
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"MACTOWN INC PROGRAMMING PARTNERSHIP OPERATIN G AND DEVELOPMENT AGREEMENT (FINAL)" History

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APPENDIX A

red design group

architecture . interiors . planning

red design group, L.L.C.
1000 S Red Road Ste 202, West Miami, Fl 33144
t 305.392.0024 f 305.262.5098
AA 26000820 IB 26000657
rdg@reddesigngroup.net

BARNES ADULT DAYCARE EXPANSION

PROJECT # 22012
A.D. BARNES PARK
DADE COUNTY, FL

CLIENT:

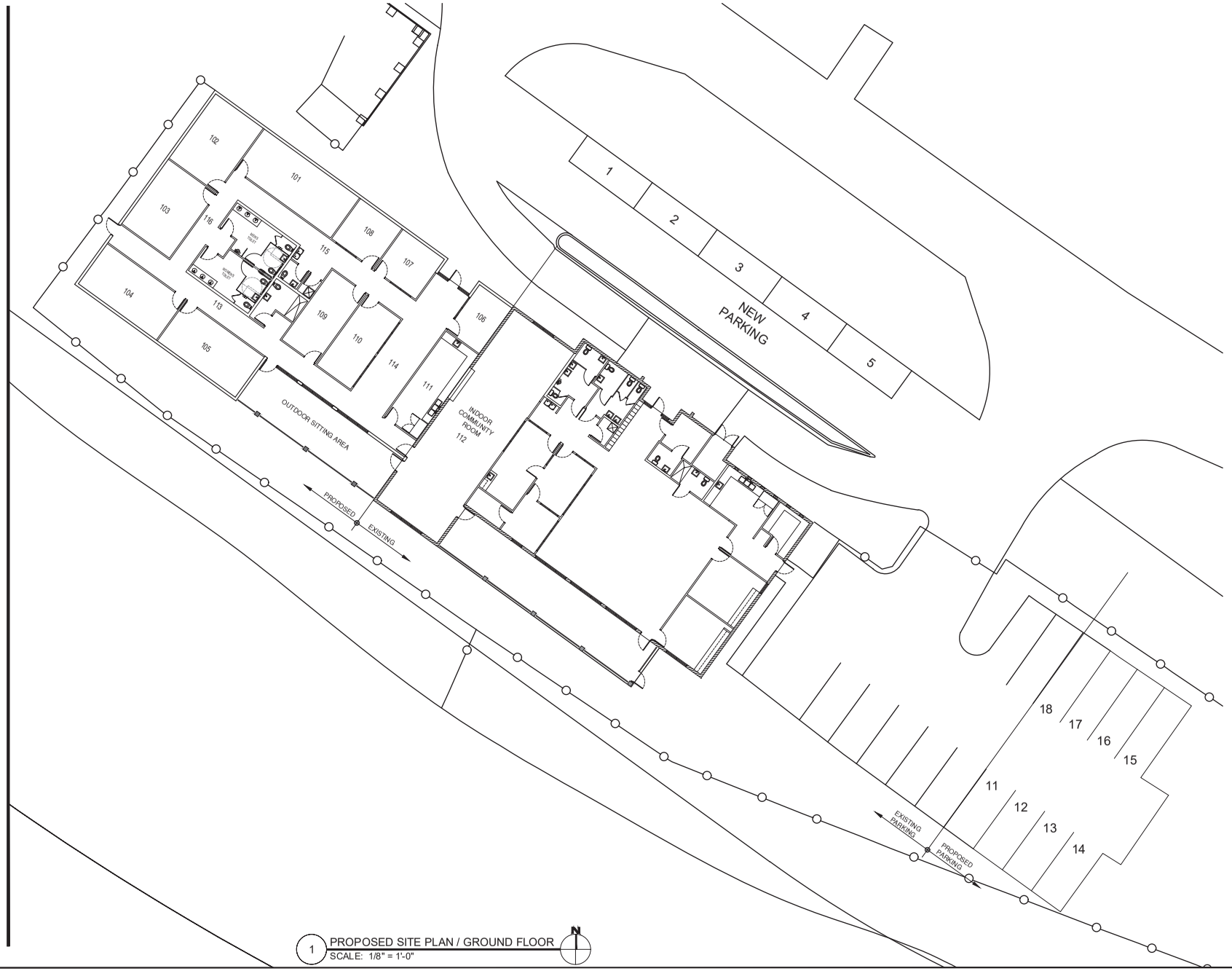
MACtown

PRELIMINARY DESIGN PACKAGE
MAY 9TH, 2022



PROJECT LOCATION

MDC040



1 PROPOSED SITE PLAN / GROUND FLOOR
SCALE: 1/8" = 1'-0"

red design group
architecture . interiors . planning

red design group LLC
1000 South Red Road, Suite 202
West Miami, FL 33144
t.305.392.0024
f.305.262.5098
AA 26000820, IB 26000657
rdg@reddesigngroup.net

A.D. BARNES ADULT DAYCARE

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Seal:

Eduardo H. Muhina, AR 0014862

Revisions

NUMBER	ISSUE	DATE
	PROGRESS PERMIT SET	04-06-22
	PROGRESS PERMIT SET	05-09-22

Sheet Information

Date	05-09-22
RDG Job Number	22012
Scale	AS SHOWN
Drawn	JC
Checked	EHM
Approved	EHM

Title

PROPOSED SITE PLAN / GROUND FLOOR

Sheet

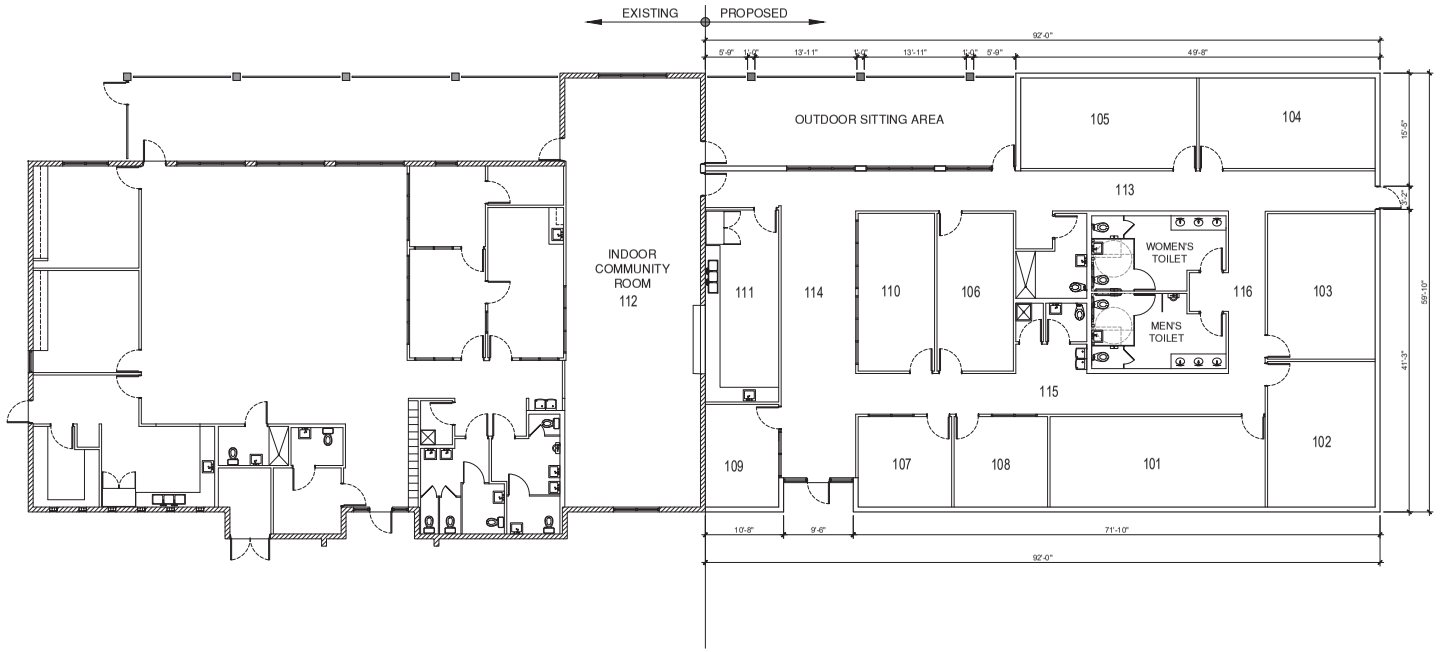
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MDC041

SPACE PLANNING TABLE					
ROOM NAME	ROOM NUMBER	ROOM CLASSIFICATION	OCCUPANT LOAD	SQUARE FOOTAGE	REMARKS/ NOTES
CLASSROOM	101	EDUCATIONAL: 1:20 GROSS LOAD FACTOR	18	361	
CLASSROOM	102		15	290	
CLASSROOM	103		15	290	
CLASSROOM	104		15	296	
CLASSROOM	105		15	296	
CLASSROOM	106		11	224	
OFFICE	107	BUSINESS: 1:150 GROSS LOAD FACTOR	1	157	
OFFICE	108		1	157	
OFFICE	109		1	140	
OFFICE	110		1	224	
KITCHEN	111	KITCHEN: 1:200 GROSS LOAD FACTOR	1	262	
INDOOR COMMUNITY ROOM	112	ASSEMBLY: 1:15 NET LOAD FACTOR	72	1082	
CORRIDOR	113	*			
CORRIDOR	114	*			
CORRIDOR	115	*			
CORRIDOR	116	*			
TOTAL OCCUPANT *			166		

NOTE:

* AREAS THAT MAKE UP CIRCULATION, RESTROOMS, VERTICAL, STORAGE, AND BUILDING SYSTEMS (I.E. PARTITIONS & PLUMBING CHASES) ARE NOT OCCUPABLE



1 PROPOSED GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0"

red design group
architecture . interiors . planning

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Seal:

Eduardo H. Muhina, AR 0014862

Revisions

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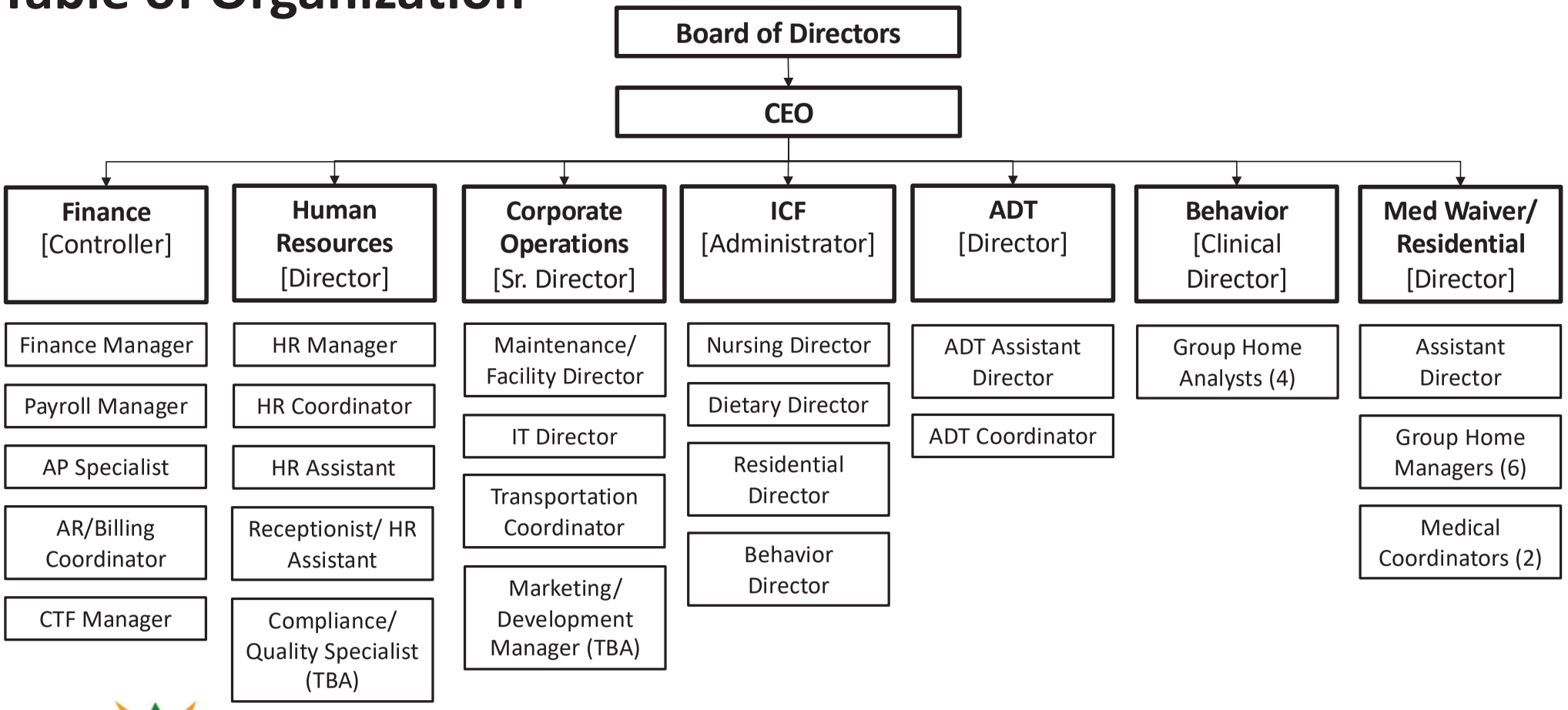
PROPOSED GROUND FLOOR PLAN

Sheet

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APPENDIX B

Table of Organization



MDC042

MACTown
Miami Achievement Center for the Developmentally Disabled

MACtown, Inc.
Board of Directors

Board Chair

Michael C. Foster Esq. √
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cmdisolutions@yahoo.com

Secretary

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Raisa.barragan@gmail.com

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Vida Naftali
Cell:908-229-5330

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Cell: 646-675-9489
dralisonthompson@gmail.com

Board Chair-Emeritus
Dr. Stanley Zakarin√
375 Campana Avenue
Coral Gables, FL 33156
Home: 305 661 2674
Cell: 305 496 2095
Work: 305 271 0861
Fax: 305 666 5272

zakfam375@aol.com

√ EXECUTIVE/FINANCE COMMITTEE MEMBERS:

Mactown, Inc.
Staff List

Payroll Name	Hire Date	Home Department Code	Home Department Description	Job Title Description
Dieudonne, Cesar	01/06/2020	730	66th Street Group Home	Behavior Analyst Assistant
Bush, Tiffanie	04/08/2019	730	66th Street Group Home	Behavior Assistant
Fleury, Mario	08/31/2020	730	66th Street Group Home	Behavior Assistant
Freeman, Tabushae	04/08/2019	730	66th Street Group Home	Behavior Assistant
Hall, Shaniqual	04/08/2019	730	66th Street Group Home	Behavior Assistant
Johnson, Quincy	06/11/2018	730	66th Street Group Home	Behavior Assistant
Kearse, Darius	08/31/2020	730	66th Street Group Home	Behavior Assistant
Lamour, Marie	07/23/2019	730	66th Street Group Home	Behavior Assistant
Kendrick, Claty	04/08/2019	730	66th Street Group Home	Intermediate Group Home Manager
Berroa, Malika	04/19/2001	420	ACCOUNTING DEPT	Billing & Benefits Specialist
Miguelena, Rosie G	07/19/1999	420	ACCOUNTING DEPT	Accounting Specialist
Saffadi, Christopher	04/01/2022	420	ACCOUNTING DEPT	Accounting Specialist
Zimmerer, Kathelyn	11/01/2020	420	ACCOUNTING DEPT	Accounting Specialist
Murray, Kenya	04/16/2020	420	ACCOUNTING DEPT	Billing and Benefits Coordinator
Cones, Joshua	08/26/2013	420	ACCOUNTING DEPT	Chief Executive Officer
Feldbeyn, Alla	03/14/1997	380	Adult Day Training	ADT Director
Holmes, Michael	05/17/2002	380	Adult Day Training	Assistant Director ADT
Abner, Landrea	06/15/2022	380	Adult Day Training	Behavior Assistant
Bell, Venise	06/17/2019	380	Adult Day Training	Behavior Assistant
Charles, Fermine	07/16/2021	380	Adult Day Training	Behavior Assistant
Collier, Takela	12/15/2020	380	Adult Day Training	Behavior Assistant
Cunningham, Rodney	02/09/2017	380	Adult Day Training	Behavior Assistant
Fleurimond, Wilnive	08/20/2019	380	Adult Day Training	Behavior Assistant
Frederick, Thomas	06/02/2014	380	Adult Day Training	Behavior Assistant
Howell, Tequila	09/21/2015	380	Adult Day Training	Behavior Assistant
Jean-Michel, Jacqueline	03/28/2019	380	Adult Day Training	Behavior Assistant
Joseph, Renette	06/17/2019	380	Adult Day Training	Behavior Assistant
Kelly, Theresita	03/14/2002	380	Adult Day Training	Behavior Assistant
Lee, Brenda	04/23/2013	380	Adult Day Training	Behavior Assistant
Leggett, Kevina	07/05/2016	380	Adult Day Training	Behavior Assistant
Martin, Mary	08/18/2005	380	Adult Day Training	Behavior Assistant
Mitchell-Haynes, Jaharia	05/10/2022	380	Adult Day Training	Behavior Assistant
Pericles, Ricardo	03/09/2018	380	Adult Day Training	Behavior Assistant
Pericles, Rickerson	03/08/2018	380	Adult Day Training	Behavior Assistant
Petit-Frere, Nancy	11/16/2020	380	Adult Day Training	Behavior Assistant
Pierre, Abauzit	06/17/2019	380	Adult Day Training	Behavior Assistant
Pierre, Junie	03/30/2015	380	Adult Day Training	Behavior Assistant
Pierre, Marie C	08/13/2018	380	Adult Day Training	Behavior Assistant
Rahming, Creola	06/13/2022	380	Adult Day Training	Behavior Assistant
Romain, Amonique	09/04/2018	380	Adult Day Training	Behavior Assistant
Ruffin, Jermaine	02/24/2017	380	Adult Day Training	Behavior Assistant
Saint Fleur, Rose	08/29/2022	380	Adult Day Training	Behavior Assistant
Saint Juste, Georgie	06/15/2022	380	Adult Day Training	Behavior Assistant
Smith, Clorise	02/22/2022	380	Adult Day Training	Behavior Assistant
Turner, Lana	03/08/2021	380	Adult Day Training	Behavior Assistant
Joseph, Mamiane	03/08/2010	380	Adult Day Training	Behavior Assistant
Maddox, Diana	03/12/1993	380	Adult Day Training	Behavior Assistant
Pericles, Edith	04/29/2006	380	Adult Day Training	Behavior Assistant
Dominique, Marie	12/07/2006	380	Adult Day Training	Program Coordinator
Sheffield, Javondra	07/20/2018	380	Adult Day Training	Skill Aquisition Coordinator
Wade, Joycelyn	12/26/2005	410	BUSINESS DEPT	Administrative Specialist
Da Silva, Odile B.	06/20/2017	410	BUSINESS DEPT	Director of Corporate Operations
Everett, Sharella Miller	06/22/2009	410	BUSINESS DEPT	Office Manager
Pierre, Kettlie	08/10/2022	410	BUSINESS DEPT	Human Resources Assistant and Receptionist
Mack, Leonard	11/07/2007	410	BUSINESS DEPT	IT Director
Dillard, Sabrina	06/01/2001	410	BUSINESS DEPT	ICF Residential Manager/ Transportation Coordinator
Emilien, Roseline	06/11/2021	610	DOLPHIN GROUP HOME DEPT	Behavior Assistant
Guillaume, Nadia	11/12/2018	610	DOLPHIN GROUP HOME DEPT	Behavior Assistant
Kersaint, Saintilia	03/18/2019	610	DOLPHIN GROUP HOME DEPT	Behavior Assistant
Metellus, Esther	06/10/2013	610	DOLPHIN GROUP HOME DEPT	Behavior Assistant
Victor, Margarette	03/31/2005	610	DOLPHIN GROUP HOME DEPT	Companion
Azpiazu, Daphne	01/21/2020	660	Edmor	Behavior Assistant
Casseus, Erna	10/01/2020	660	Edmor	Behavior Assistant
Datus, Leana	12/09/2019	660	Edmor	Behavior Assistant
Dezulme, Mezena	05/03/2010	660	Edmor	Behavior Assistant
Dossou, Marie W	02/24/2020	660	Edmor	Behavior Assistant
Estelhomme, Nahomie	08/29/2022	660	Edmor	Behavior Assistant
Meance, Elaide	07/23/2019	660	Edmor	Behavior Assistant
Michaud, Jean	08/29/2022	660	Edmor	Behavior Assistant
Montezuma Lima, Anne Sophia	05/16/2022	660	Edmor	Behavior Assistant
Morinvil, Madianite	10/14/2019	660	Edmor	Behavior Assistant
Phenelus, Arlette	08/13/2012	660	Edmor	Behavior Assistant
Romage, Jacqueline	04/23/2013	660	Edmor	Behavior Assistant
Thomas, Janicka	02/24/2020	660	Edmor	Behavior Assistant
Mallett, Antoinette	08/07/2017	660	Edmor	Lead Behavior Assistant
Justin, Betsaida	07/29/2020	660	Edmor	Registered Behavior Technician
Fitz Andrews Williams, Cynthia	07/17/2012	640	GATOR GROUP HOME DEPT	Behavior Analysis Coordinator
Duclervil, Ruth	11/12/2018	640	GATOR GROUP HOME DEPT	Behavior Assistant

Fleury, Wisbert	03/29/2016	640	GATOR GROUP HOME DEPT	Behavior Assistant
Nesbitt, Anne Rose	08/22/2018	640	GATOR GROUP HOME DEPT	Behavior Assistant
Noel, Kervens	03/18/2019	640	GATOR GROUP HOME DEPT	Behavior Assistant
Sunkett, Kathy	12/03/2015	640	GATOR GROUP HOME DEPT	Behavior Assistant
Harris, Cassandra	05/24/2006	640	GATOR GROUP HOME DEPT	Med Waiver Residential Director
Bernadel, Garry	02/21/2017	640	GATOR GROUP HOME DEPT	Medical Appointment Specialist
Williams, Teresa	07/16/1998	640	GATOR GROUP HOME DEPT	Medical Coordinator
Hayes, Ruth	08/03/2021	640	GATOR GROUP HOME DEPT	Residential Coordinator
Shelley, Antonio	04/28/2003	640	GATOR GROUP HOME DEPT	MW-Assistant Program Director
Jones, Dashaun	02/26/2016	640	GATOR GROUP HOME DEPT	Lead Behavior Assistant
Golub, Sabrina	05/07/2018	430	HUMAN RESOURCES DEPT	HR Coordinator
Thomas, Oneil	02/07/2019	430	HUMAN RESOURCES DEPT	HR Generalist
Dominique, Tracey	11/01/2021	430	HUMAN RESOURCES DEPT	Human Resources Assistant
Feldbeyn-Ninaquispe, Yevgeniya	10/06/2003	430	HUMAN RESOURCES DEPT	Human Resources Director
Alba, Lina	12/18/2017	310	ICF ADMINISTRATION DEPT	Client Support Manager
Rivera, Diego	07/17/2017	310	ICF ADMINISTRATION DEPT	ICF Administrative Assistant
Drake, Catherine	06/05/2006	310	ICF ADMINISTRATION DEPT	ICF Administrator
Shpigunova, Anna	02/22/2001	310	ICF ADMINISTRATION DEPT	Program Director
Agafonova, Yuliya	07/25/1998	310	ICF ADMINISTRATION DEPT	Qualified Intel. Disabilities Prof.
Hampton, Brenda	11/05/2018	310	ICF ADMINISTRATION DEPT	Qualified Intel. Disabilities Prof.
Arrechea, Amanda	12/09/2005	310	ICF ADMINISTRATION DEPT	Skill Aquisition Coordinator
Holmes, Nathaniel	05/27/2021	360	ICF DIETARY DEPT	Behavior Assistant
Soto, Yohandra	04/19/1993	360	ICF DIETARY DEPT	Consumer
Wilson, Terrence	08/24/2012	360	ICF DIETARY DEPT	Consumer
Blackshear, Carletha	12/15/2020	360	ICF DIETARY DEPT	Dietary Aid
Normil, Wood	05/20/2022	360	ICF DIETARY DEPT	Dietary Aid
Ouverty, Marie	04/30/2018	360	ICF DIETARY DEPT	Dietary Aid
McGill, Maggie Mae	04/26/2019	360	ICF DIETARY DEPT	Food Service Coordinator
Thomas, Charles	08/03/2017	360	ICF DIETARY DEPT	Food Service Coordinator
Boston, Latonya	09/05/2000	360	ICF DIETARY DEPT	Food Service Coordinator
Feinberg, Greg	10/20/2003	360	ICF DIETARY DEPT	Food Services Director
Peart, Terrence	11/05/2015	360	ICF DIETARY DEPT	Lead Cook
Blanchard, Josevane	07/19/2022	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Ivery, Teresa	08/07/2007	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Joseph, Melissa	01/09/2018	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Robasson, Carline	11/12/2018	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Simon, Rodney	09/01/2022	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Tassy, Elza	05/25/2005	350	ICF HEALTH SERVICES DEPT	Health Services Coordinator
Saunders-Clermont, Veronica	02/01/2021	350	ICF HEALTH SERVICES DEPT	Health Services Director
Samuels, Shantine	07/19/2022	350	ICF HEALTH SERVICES DEPT	Medical Appointment Specialist
Stewart, Doreen	12/15/2005	350	ICF HEALTH SERVICES DEPT	Medical Appointment Specialist
Holmes, Roma	12/07/2006	350	ICF HEALTH SERVICES DEPT	VICE PRESIDENT OF HEALTH SERVICES
Araujo, Martha	08/23/1993	326	ICF HOUSEKEEPING DEPT	Sanitation Technition
Charles, Jean-Claude	01/28/2008	326	ICF HOUSEKEEPING DEPT	Sanitation Technition
Delorme, Kettelie	12/07/2021	326	ICF HOUSEKEEPING DEPT	Sanitation Technition
Gilles, Lavanie	05/04/2020	326	ICF HOUSEKEEPING DEPT	Sanitation Technition
Lubin, Francoise	02/09/2001	326	ICF HOUSEKEEPING DEPT	Sanitation Technition
Williams, Earlene	08/22/1991	320	ICF RESIDENTIAL DEPT	Administrative Specialist
Walker, Wilma	05/03/1997	320	ICF RESIDENTIAL DEPT	Assistant Shift Supervisor
Calamito, Melissa	08/07/2018	320	ICF RESIDENTIAL DEPT	Behavior Analysis Coordinator
Pinto, Andrea	02/21/2017	320	ICF RESIDENTIAL DEPT	Behavior Analysis Coordinator
Drake, Christine	07/21/2006	320	ICF RESIDENTIAL DEPT	Behavior Analysis Director
Beaubrum, Ruthe	04/25/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Belle, Anastasia	02/16/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Bien Aime, Meotide	08/29/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Brown, Quinyetta	03/24/2005	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Calixte, Marjorie	08/29/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Carter, Linda	08/31/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Delancy, William	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Dozier, Ruthana	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Francois, Elizabeth	10/30/2021	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Gonzales, David	07/31/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Guerrier, Gemima	08/20/2019	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Henriquez Geneus, Elsie	11/12/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Hermilus, Marie	02/22/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Jean-Bart, Marie	10/08/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Jenkins, Tiqueisha	08/17/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Jerome, Murielle S	07/16/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Johnson, Bernice	09/13/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Johnson, Shakir	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Lattisaw, Carmen	04/22/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Leon, Maria	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Lozin, Ermilia	05/01/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Medina, Elida Isabel	06/15/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Napoleon, Fabiola	08/29/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Picado, Jennifer	05/10/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Pierre, Marc Dany	06/15/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Postemus, Ketty	12/07/2021	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Richiez, Romy	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Roberts, Tara	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Saint Germain, Emmeline	08/15/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant

Shuster, Fanny	12/02/2015	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Stephens, Bryant	08/20/2019	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Sweat, Virgina Ann	08/22/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Tanis, Juvena	11/12/2018	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Termine, Lionelson	08/10/2020	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Termine, Phyltrows	12/02/2019	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Toussaint, Mariquitta	02/22/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Williams, Travis	06/15/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Wright, Martha	08/20/2019	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Youyoute, Solange	08/29/2022	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Alfred, Magalie	01/26/2004	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Destine, Edline	03/01/2014	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Ledford, Sonia	11/16/1999	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Pericles, Kerline	08/05/2005	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Ashley, Silas	07/19/2010	320	ICF RESIDENTIAL DEPT	Behavior Assistant
Adelson, Marie	11/14/2001	320	ICF RESIDENTIAL DEPT	Floor Supervisor
Caffey, Patricia	12/29/2000	320	ICF RESIDENTIAL DEPT	Floor Supervisor
Jackson, Andrea	06/30/2004	320	ICF RESIDENTIAL DEPT	Floor Supervisor
Simpson, Suretha	08/28/2017	320	ICF RESIDENTIAL DEPT	Floor Supervisor
Coulouris, Gabrielle	10/04/2017	320	ICF RESIDENTIAL DEPT	Registered Behavior Technician
Sanchez, Ezequiel	05/03/2021	320	ICF RESIDENTIAL DEPT	Registered Behavior Technician
Alleyne, Ayanna	05/10/2020	320	ICF RESIDENTIAL DEPT	Residential Coordinator
Demon, Rogelia	11/14/2001	320	ICF RESIDENTIAL DEPT	Residential Coordinator
Weston, Yvonne	08/11/2000	320	ICF RESIDENTIAL DEPT	Residential Coordinator
Leon, Valencia	12/07/2005	320	ICF RESIDENTIAL DEPT	Skill Aquisition Coordinator
Rosales, Miguel	09/21/2015	370	MAINTENANCE DEPT	Maintenance Director
Campbell, Denzel S	07/20/2018	370	MAINTENANCE DEPT	Maintenance Technician
Dieudonne, Polius	09/27/1999	370	MAINTENANCE DEPT	Maintenance Technician
Pinnock, Adrian	04/25/2022	370	MAINTENANCE DEPT	Maintenance Technician
Fong, Marie	03/18/2008	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Noel, Jean	01/31/2011	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Owens, Jasmine	05/17/2014	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Pierre, Nancy	09/03/2022	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Scott, Asantwa	09/24/2018	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Udonna, Tiffany	03/18/2019	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Vicceus, Simania	02/05/2018	620	MARLIN GROUP HOME DEPT	Behavior Assistant
Joseph, Patrisia	10/02/2019	620	MARLIN GROUP HOME DEPT	Lead Behavior Assistant
Benjamin, Erla	04/09/2022	670	Oak Grove Group Home	Behavior Assistant
Blue, Shequina	07/02/2015	670	Oak Grove Group Home	Behavior Assistant
Dutervil, Sherline	01/21/2014	670	Oak Grove Group Home	Behavior Assistant
Fordham, William	11/18/2019	670	Oak Grove Group Home	Behavior Assistant
Jean Charles, Emmalouina	08/29/2022	670	Oak Grove Group Home	Behavior Assistant
Pierre, Roselor	06/22/2022	670	Oak Grove Group Home	Behavior Assistant
Sainsurin, Paula	04/25/2022	670	Oak Grove Group Home	Behavior Assistant
McCrea, Mallory	08/12/2013	670	Oak Grove Group Home	Lead Behavior Assistant
Young, Natavia	07/22/2016	670	Oak Grove Group Home	Residential Coordinator
Brown, Karis	05/29/2019	327	ON CALL	Behavior Assistant
Couch, Quintin	08/20/2019	327	ON CALL	Behavior Assistant
Dumorne, Mirlene	05/04/2009	327	ON CALL	Behavior Assistant
Brown, Lasonji	10/06/2021	630	PANTHER GROUP HOME DEPT	Behavior Assistant
Coach, Shaniya	02/22/2022	630	PANTHER GROUP HOME DEPT	Behavior Assistant
Etienne, Katia	03/27/2018	630	PANTHER GROUP HOME DEPT	Behavior Assistant
Jones, Saroya	04/09/2022	630	PANTHER GROUP HOME DEPT	Behavior Assistant
Jones-Thompson, Pamela	09/13/2022	630	PANTHER GROUP HOME DEPT	Behavior Assistant
Simeon, Elivena	06/17/2019	630	PANTHER GROUP HOME DEPT	Lead Behavior Assistant
Clarke, Lahoma	06/29/2016	630	PANTHER GROUP HOME DEPT	Residential Coordinator
Valerio, Chenelia	07/05/2018	680	Redding GH	Behavior Analysis Coordinator
Adele, Adedamola	09/16/2021	680	Redding GH	Behavior Assistant
Aime, Edith	11/12/2019	680	Redding GH	Behavior Assistant
Alcenat, Erline	09/14/2020	680	Redding GH	Behavior Assistant
Caliste, Sheniqua	12/14/2017	680	Redding GH	Behavior Assistant
Dorcent, Widlife	05/16/2022	680	Redding GH	Behavior Assistant
Jean Pierre, Elda	10/14/2019	680	Redding GH	Behavior Assistant
Joseph, Marie	04/08/2019	680	Redding GH	Behavior Assistant
Kirkland, Shakya	08/29/2022	680	Redding GH	Behavior Assistant
Lazarre, Sherly	08/12/2013	680	Redding GH	Behavior Assistant
Louis, Loudegenie	10/01/2020	680	Redding GH	Behavior Assistant
Maulter Lima, Jean	08/29/2022	680	Redding GH	Behavior Assistant
Millien, Johanne	11/11/2020	680	Redding GH	Behavior Assistant
Nerisse, Jean	05/16/2022	680	Redding GH	Behavior Assistant
Mawali, Jerry	01/21/2020	680	Redding GH	Registered Behavior Technician
Sansbury, Tesa	03/30/2010	680	Redding GH	Clinical Director
Dorcent, Jerone	12/09/2019	680	Redding GH	Lead Behavior Assistant
Barcan, Valerica	02/27/2017	680	Redding GH	Maintenance Technician
Brown, Lionel	05/16/2022	680	Redding GH	Registered Behavior Technician
Dejesus, Brenda	05/28/2019	680	Redding GH	Medical Coordinator

Miami-Dade County, Florida

Appendix D • Disability Non-Discrimination Affidavit
(To be completed and supplied prior to Contract execution and updated annually)

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (__) _____

I, _____ being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

_____
Signature

_____
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____
(Affiant)

He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)

A-4 - Rev. 1/2/98

DRAFT

APPENDIX E

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Amended
Agenda Item No. 7(B)

TO:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners	**DATE:**	January 10, 2008
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Ordinance pertaining to Chapter 26 of the Code, "Park and Recreation Department Rules and Regulations"

O#08-07

The accompanying ordinance was prepared and placed on the agenda at the request of Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/bw

Memorandum

MIAMI-DADE COUNTY

Date: January 10, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance pertaining to Chapter 26 of the Code entitled "Park and Recreation Department Rules and Regulations"; criminal background checks

---

The ordinance pertaining to the criminal background checks will have an initial estimated fiscal impact of $243,500 to the Miami-Dade County Park and Recreation Department (MDPR). The estimate includes the cost of one staff position in the MDPR Department ($60,000 in salary and fringes) to implement and monitor compliance with the ordinance and the cost of conducting the background checks. The adoption of this ordinance will have an estimated fiscal impact of $243,500 every third fiscal year and approximately $153,100 annually ($90,400 additional every third year for the re-checking of backgrounds on required full-time MDPR employees). The requirements in the ordinance may deter citizens from providing volunteer services. However, that impact cannot be determined at this time. Furthermore, Parks Programming Partners and other groups providing volunteer related services in Miami-Dade County Parks will be financially impacted due to the requirements of the ordinance.

Alex Muñoz
Assistant County Manager

Fiscal01408

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: January 10, 2008

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

SUBJECT: Amended Agenda Item No. 7(B)

Please note any items checked.

_____ "4-Day Rule" ("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

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

3

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 7(B)
01-10-08

ORDIDANCE NO. **08-07**

ORDINANCE PERTAINING TO CHAPTER 26 OF THE CODE OF MIAMI-DADE COUNTY ENTITLED "PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS"; DELETING SECTION 26-33; CREATING ARTICLE III TO REQUIRE CRIMINAL BACKGROUND CHECKS FOR ALL PERSONS WORKING OR VOLUNTEERING ON COUNTY PARK PROPERTY; PROHIBITING SEXUAL OFFENDERS, SEXUAL PREDATORS, CERTAIN VIOLENT FELONS, AND CERTAIN CONTROLLED SUBSTANCE TRAFFICKERS AND NON-LEGAL IMMIGRANTS FROM WORKING OR VOLUNTEERING ON PARK PROPERTY OWNED OR OPERATED BY MIAMI-DADE COUNTY; PROVIDING AUTHORITY FOR ENFORCEMENT BY CIVIL PENALTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, this Board is concerned about the security and safety of children visiting Miami-Dade County parks; and

WHEREAS, there is a strong likelihood that children visiting County-owned or operated parks will come into direct contact with persons working or volunteering on County-owned or operated parks; and

WHEREAS, the County currently requires criminal background checks only of staff members and volunteers of fairs, carnivals, and Programming Partners operating on County-owned or operated park property; and

WHEREAS, requiring criminal background checks of most persons working or volunteering on County-owned or operated park property would reduce the incidence of direct contact between children and sexual predators or violent felons,

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

Section 1. Section 26-33 of the Code of Miami-Dade County (the "Code") is hereby deleted in its entirety:[1]

~~[[Sec. 26-33. The Shannon Melendi Act.~~

~~A. All Programming Partner staff and volunteers who will have direct contact with program participants, at their expense, must show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. The Department will seek a cooperative agreement with the Miami-Dade Police Department to provide such services at a discount for Partners. All Programming Partner staff must show proof of legal immigrant status in the United States. The Programming Partner shall keep records of all background checks and proof of legal immigrant status.~~

~~B. All Programming Partner staff and permanent volunteer coaches shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~

~~C. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park, shall, at their expense, show proof of official statewide background checks (either through the Florida Department of Law Enforcement or the Miami-Dade Police) for substance abuse, family violence and crimes of moral turpitude. All fair and carnival employees or agents working in a Miami-Dade County park must show either proof of U.S. citizenship or legal immigrant status in the United States. The employer of any fair or carnival employee serving in a Miami-Dade County park shall keep records of all background checks and proof of legal immigrant status.~~

~~D. All fair and carnival employees or agents who will have direct contact with children under the age of 18 in a Miami-Dade County park shall wear a picture identification at all times while on County property and at all times when in direct contact with program participants.~~]]

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

Section 2. Article III of Chapter 26 of the Code is hereby created as follows:

Chapter 26 PARK AND RECREATION DEPARTMENT RULES AND REGULATIONS

* * *

ARTICLE III. THE SHANNON MELENDI ACT

Sec. 26-37. Definitions.

As used in this article the following terms shall have the following meanings:

A. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of Miami-Dade County at large or to improve or enhance the well-being of certain individuals within this community who have special needs.

B. *Child Event Worker* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by Miami-Dade County. The following persons shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries; and
(4) Military recruitment personnel.

C. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

D. *Park vendor* shall refer to any full- or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from, Miami-Dade County to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by Miami-Dade County. The following persons and events shall be exempted from this definition:

(1) Law enforcement personnel;
(2) Emergency or fire rescue personnel;
(3) Persons conducting deliveries;
(4) International or national sporting events;
(5) One-day events; and
(6) Carnivals, festivals, trade shows, and fairs that do not host amusement rides.

E. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.

F. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department under Article II of this chapter and the accompanying Administrative Order to provide programs in County Park and Recreation Facilities.

G. *Sexual Offender* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21(4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the National Sex Offender Public Website owned or operated by the United States Department of Justice.

H. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.

I. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the Miami-Dade Park and Recreation Department, as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Sec. 26-38. Background checks Required for Child Event Workers, Park Vendors, and Programming Partner or Community-Based Organization (CBO) Employees and Volunteers.

A. Upon adoption of this ordinance, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing, or allowing to volunteer, a person whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event

worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from no less than two independent databases/sources, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.

B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.

C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(3) is a sexual offender or a sexual predator; or
(4) has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall maintain the affidavits required by Section 26-38(C) and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer.

Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.

E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-38.

(2) It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-38.

(3) Any person who shall violate a provision of Sec. 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(4) Any person who violates or fails to comply with Sec. 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Sec. 26-39. Miami-Dade Park and Recreation Department Employees and Volunteers.

A. Upon adoption of this ordinance, the Miami-Dade Park and Recreation Department shall secure a nationwide criminal background check of all existing employees and volunteers whose primary duties require physical presence on park property owned or operated by Miami-Dade County. In addition, the Miami-Dade Park and Recreation Department shall secure a nationwide criminal background fingerprint check prior to employing, or allowing to volunteer, a person whose primary duties would require

physical presence on park property owned or operated by Miami-Dade County. This nationwide criminal background fingerprint check shall be conducted through the Florida Department of Law Enforcement.

B. Every three (3) years thereafter, the Miami-Dade Park and Recreation Department shall secure nationwide criminal background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by Miami-Dade County. These nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each employee or volunteer is located on the National Sex Offender Public Registry, and a comprehensive report and analysis, obtained from two independent databases/sources, on the nationwide criminal history of such employee or volunteer.

C. Any employee or volunteer of the Miami-Dade Park and Recreation Department who:

(1) has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
(2) has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
(3) has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
(4) is a sexual offender or a sexual predator; or
(5) has failed to provide the Miami-Dade Park and Recreation Department with proof of United States citizenship or legal immigration status in the United States,

shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All employees and volunteers of the Miami-Dade Park and Recreation Department shall submit to the Miami-Dade Park and Recreation Department an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this sub-section and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.

D. The Miami-Dade Park and Recreation Department shall maintain copies of the results of the criminal background checks required by this section for a period of three (3) years from the date they were secured. The Miami-Dade Park and Recreation Department shall maintain the affidavits required by Section 26-39(C) and shall maintain copies of the proof of United States citizenship or legal immigration status until the person is no longer an employee or volunteer.

E. Every employee and volunteer of the Miami-Dade Park and Recreation Department shall wear, in a conspicuous and visible manner, an identification badge that contains his/her photograph and full name while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a

performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.

F. Penalties and Enforcement.

(1) It shall be unlawful for any volunteer of the Miami-Dade Park and Recreation Department to volunteer on park property owned or operated by Miami-Dade County in violation of Sec. 26-39.

(2) Any volunteer who shall violate a provision of Sec. 26-39, or who shall knowingly or willingly provide false or erroneous information to the Miami-Dade Park and Recreation Department, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.

(3) Any volunteer who violates or fails to comply with Sec. 26-39 may be subject to civil penalties in accordance with Chapter 8CC of this code. Each day of violation or noncompliance shall constitute a separate offense.

Section 3. Section 8CC-10 of the Code of Miami-Dade County, Florida is hereby amended to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

The following table shows the sections of this Code, as they may be amended from time to time, which may be enforced pursuant to the provisions of this chapter; and the dollar amount of civil penalty for the violation of these sections as they may be amended.

The "descriptions of violations" below are for informational purposes only and are not meant to limit or define the nature of the violations or the subject matter of the listed Code sections, except to the extent that different types of violations of the same Code section may carry different civil penalties. For each Code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this Chapter 8CC, regardless of whether all activities proscribed or required within that particular section are described in the "Description of Violation" column. To determine the exact nature of any activity proscribed or required by this Code, the relevant Code section must be examined.

//

* * *

Code Section	*Description of Violation*	*Civil Penalty*
26-38(A)	>>Failure to secure nationwide criminal background check of a prospective child event worker, park vendor, or employee or volunteer of a Programming Partner or CBO whose duties would require physical presence on Miami-Dade County-owned or operated park property	500.00
26-38(B)	Failure to secure nationwide criminal background check of an existing park vendor, child event worker, or staff member or volunteer of a Programming Partner or CBO whose duties require physical presence on Miami-Dade County-owned or operated park property	500.00
26-38(C)	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has been convicted of a felony involving the trafficking of a controlled substance within the past five (5) years	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who is a sexual offender or a sexual predator	500.00
	Permitting or performing work or volunteerism on Miami-Dade County-owned or operated park property by child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance	500.00

26-38(D)	Failure to collect or maintain copies of criminal background checks, affidavits, or United States citizenship or legal immigration status proof of a child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO	500.00
26-38(E)	Failure of child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to wear in a conspicuous and visible manner the required identification badge while working or volunteering on Miami-Dade County-owned or operated park property	100.00
26-39(E)	Failure of Park and Recreation Department volunteer to wear in a conspicuous and visible manner the required identification badge while working or volunteering on Miami-Dade County-owned or operated park property	100.00<<

Section 4. 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 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made 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 6. 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: January 10, 2008

Approved by County Attorney as to form and legal sufficiency:

Prepared by: MR

Monica Rizo

Sponsored by Senator Javier D. Souto

13

Memorandum

MIAMI-DADE COUNTY

Date: January 10, 2008

Supplement to
Agenda Item No. 7(B)

To: Honorable Bruno A. Barreiro, Chairman
And Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Supplemental Information Relating to Ordinance on Park and Recreation Department Rules and Regulations

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This supplemental information is provided in response to discussion at the December 10, 2007 Recreation and Cultural Affairs Committee. This report addresses those questions raised regarding: what type of system works to meet the requirements of the ordinance; cost of checking/verifying immigration status and; the overall cost factors.

Current Policy

On June 21, 2005, the Miami-Dade Board of County Commissioners adopted legislation that requires all programming staff, fair and carnival employees or agents, coaches, umpires, and volunteers who will have direct contact with children to show proof of official statewide background checks for substance abuse, family violence and crimes of moral turpitude. The current County Code also requires that the above individuals provide proof of United States citizenship or legal immigration status and wear a picture identification at all times while on County property. The Board later adopted amendments to include national background checks and to include all fair and carnival employees or agents who will have direct contact with children under the age of 18.

Other Jurisdictions

National and statewide background check policies pertaining to employees, volunteers and vendors on parks property have been adopted in Broward, Palm Beach and Alachua Counties. These policies range from the requirement for sexual predator database screening up to and including the securing of a national, state and local background checks for staff, and volunteers. The National Recreation and Park Association (NRPA), reports that over sixty (60) state, county and municipal park and recreation departments and agencies are participating in a volunteer background screening process as a result of adopted or pending legislation.

Proposed Legislation

The proposed legislation would require a nationwide criminal background and sexual predator database check to be completed prior to employment or volunteering for Miami-Dade Park and Recreation Department (MDPR) employees, volunteers and the employees and volunteers of programming partners, community based organizations, vendors (with some exceptions), and child event workers employed by lessees. Additionally, the proposed legislation prohibits felons convicted of a violent crime or of conspiracy to commit a violent crime and the trafficking of narcotics within the past five (5) years, sexual offenders or sexual predators from being employed by or volunteering with MDPR, and their programming partners, community based organizations, vendors.

Under the proposed ordinance, MDPR would be required to secure a nationwide fingerprint criminal background check for park employees and volunteers upon adoption and every three years thereafter. Currently, the department conducts the national fingerprint background check only during the hiring and pre-volunteering process. Programming partners, community based organizations and non-exempted vendors would be required to secure a national background check upon adoption and every three (3) years thereafter. Employers of child event workers and volunteers would be required to secure a national background check upon adoption and every year thereafter.

The proposed ordinance requires that the employers of child event workers maintain background check results for a period of two (2) years from the date that they were secured and for employers of non-exempt park vendors, programming partners and community based organizations to maintain such copies for three (3) years from the date that they were secured. The above are required to maintain these affidavits until the person is no longer a child event worker, park vendor, staff member or volunteer.

Records maintenance and coordination of the national fingerprint background check for MDPR employees and volunteers is to be the purview of the department, however the securing, records maintenance and coordination of required background checks and affidavits for the employees and volunteers of program partners, community based organizations, and non-exempt vendors will be the responsibility of the hiring organization. Statements regarding adherence to all Miami-Dade County Ordinances in their respective agreements will obligate these organizations to comply with the provisions in the proposed amendment.

The County Attorney's Office has reviewed the proposed amendment and has determined that the County will not assume any additional legal liabilities with the adoption of this ordinance. However, it is important for me to advise you that although MDPR is not responsible for performing the checks for these organizations and verify and manage the data, the perception may be different and the County may be viewed as the responsible party which may lead to more judgements.

Information Reported at Committee

Fiscal Impact to the County

Upon adoption of this ordinance, the total initial estimated fiscal impact to MDPR is $243,500. Included in this total is the salary and fringe of an additional full-time staff person within MDPR who would coordinate and manage the processing of background checks for Park's employees and volunteers. The implementation of this ordinance must take into account the timeframe necessary for MDPR to hire a background check coordinator and to conduct the FDLE-statewide/FBI-national checks on required current employees and volunteers. The timeliness of the actual processing of the FDLE-statewide/FBI-national checks will be contingent upon the staffing levels and processes within the Human Resource Department. It is recommended that a review of the MDPR records maintenance and background check coordination process required if this ordinance be conducted within one year of adoption to ensure adequate staffing and funding levels.

A fiscal and operational impact resulted with the adoption of the current County Code in June, 2005, when the number of court ordered community service workers fulfilling their obligation on parks decreased by approximately 70%. This decrease is attributed to the requirement for individuals to pay the fee for the background check screening. Court ordered community service workers typically fill operational gaps at metropolitan and regional parks by cleaning restrooms, removing litter and augmenting maintenance crews. In order to make up for this operational shortfall, MDPR re-invigorated initiatives requiring volunteer participation. One example of these initiatives is the "Adopt-a-Park" program. However, the anticipated MDPR cost to secure background checks for "Adopt-a-Park" program participants will have a $58,500 fiscal impact, the cost of 1500 screenings.

Impact to Programming Partners

All of the twenty-five (25) MDPR programming partners and community based organizations are currently conducting national background checks for their staff and volunteers either directly with a vendor or through a vendor of their affiliated national organization. The current fiscal impact to MDPR program partners and community based organizations is estimated at $35,000 (based on the average price of $26 for a background check and ID card for 1,300 coaches and regular volunteers). The operational and fiscal impact due to the broad scope of this ordinance will require these entities to

conduct additional background checks for chaperones, boosters and other non-coaching volunteers, further research into the number of staff and volunteers is required, however preliminary figures estimate this ratio as high as one volunteer for every five participants.

The requirement for these entities to conduct the FDLE-statewide/FBI-national checks will increase costs incurred by programming partners, lessees and community based organizations and may deter volunteerism and ultimately increase the costs to program participants.

Overall System Requirements for Background Checks
The type of system needed and required is one that is compliant with the Fair Credit Reporting Act (FCRA).The FCRA is an American federal law that regulates the collection, dissemination, and use of consumer credit information. It forms the base of consumer credit rights in the United States. While some background screening companies do not create credit reports, they may gather the same type of information and as a result may subject some of their actions to the FCRA.

The systems to be used for full compliance with this ordinance must provide definitive information on a person's criminal background and also immigration status. After researching several background screening services the system which best meets the ordinance requirements is a combination of both the Florida Department of Law Enforcement and the web-based E-verify. The E-verify program, formally known as the Basic Pilot or Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security (DHS) through the United States Citizenship and Immigration Services and the Social Security Administration (SSA). E-Verify is described in detail below under the response; there is no cost for this service. The FDLE check, detailed below, costs $47 for a state and national check.

Research yielded other vendors for background screening, including one which provides both a nationwide criminal checking and immigration verification, United Screening Services Corporation (USSC). See the attached table for comparison purposes. The USSC is a company which conducts a criminal background check and also provides a service to verify immigrant status, at a cost of $15 and $5 respectively. USSC is accredited by the National Association of Professional Background Screeners which provides up to date laws and procedures for background screening companies to follow. This vendor currently conducts background checks for the Miami-Dade County Youth Fair and Santa's Enchanted Forest which both employ hundreds of event workers, vendors and volunteers. The USSC criminal background check complies with the requirements of the ordinance.

A system comparison might suggest that USSC may conduct the same services as using both FDLE and the free immigration service of E-Verify. However, a review of the mechanisms used for criminal background determination indicated that the FDLE and USSC base their checks on completely different methods. USSC verifies backgrounds based on information provided by the individual. FDLE verifies the background using fingerprints. Fingerprints are unique to an individual, and therefore, are accepted as the single factor in determining a person's identity and verifying criminal history. Misinformation may be provided by the very persons that this ordinance is intended to identify through altering a digit in a social security number, date of birth, or name information. For a detailed comparison of services and costs, a Comparison Chart of background screening services is attached.

Verification of Applicant's Immigration Status
To comply with Federal Requirements, all employees, citizens and non-citizens hired after November 6, 1986 and working in the United States must complete form I-9 Employment Eligibility Verification of the Department of Homeland Security (referred to as the I-9 form). The purpose of the I-9 form is to document that each new employee (both citizen and non-citizen) hired after November 6, 1986 is authorized to work in the United States. The I-9 form is filled out by both the employee and the employer. The I-9 form is filled out using a number of selected credentials supplied by the employee.

The I-9 form must be kept on file for three years while an active employee, or one year after the employee is inactive with this employer. The I-9 form is subject to inspection by the Federal Government. There is no cost for the I-9 form itself and it is not mandatory that the information provided be verified.

To have USSC verify the information on the I-9 form is an additional charge of $5.00 paid to USSC. The information provided on the I-9 form is done on-line and sent to USSC with the rest of the individual's information required for the background check. This confirmation is instant and provided through a web site set up by USSC through the Department of Homeland Security and the Social Security Administration who instantly verifies the individual's social security number and any legal documentation provided.

The benefits of having USSC verify the I-9 form is that it would be compared to the background information they receive of the individual being checked; the verification is instant; it would allow the I-9 form to be electronically stored and able to retrieve active and inactive I-9 forms, providing anytime, anywhere secure paperless access for updating, re-verification and government inspection as dictated by law; receive automated alerts 90, 60, and 30 days in advance of the expiration of employees' work authorization documents, enabling employees to apply for renewal of their work authorizations, greatly increasing the probability that they can legally continue to work without interruption.

The I-9 form can also be verified at no cost through the website E-verify. The E-verify program, formally known as the Basic Pilot or Employment Eligibility Verification System, is jointly administered by the Department of Homeland Security (DHS) through the United States Citizenship and Immigration Services and the Social Security Administration (SSA). This program allows participating employers to verify whether newly hired employees are authorized to work in the United States by checking the information provided by the employees on their I-9 form against both DHS and SSA databases. The results of the verifications are instant. The Department of Homeland Security United States Citizenship and Immigration Services only requires that paid employees complete the I-9 form. To have volunteers complete the I-9 form to verify United States citizen status would be at the discretion of the employer.

Overall Costs Factors

MDPR conducts criminal background screening of their employees by using FDLE. FDLE conducts statewide background checks by receiving a potential employee's personal information along with their fingerprints. The cost of this service is $23.00. For additional national background screening, FDLE sends the fingerprints and personal information to the Federal Bureau of Investigation (FBI) for a cost of $24.00. The total cost, both by FDLE/statewide screening ($23.00) and the FBI/national ($24.00) is $47.00, per employee. With regard to volunteers, FDLE charges $36.00 to conduct background checks. This is a combined cost for statewide and national checks. Background checks are completed within 72 hours. To document immigration status, another requirement of the ordinance MDPR requires that employees complete an I-9 form; volunteers are required to provide proof of citizenship (such as a driver's license, passport, or other document which verifies the ability to work in the United States). The information provided on the form is not verified, as described above. It is recommended that this be expanded to include the verification available through E-Verify at no additional cost.

In preparing this supplemental report, information was secured for background checking by two event organizations, the Miami-Dade County Youth Fair and Santa's Enchanted Forest. The Miami-Dade County Youth Fair (MDCYF), which employs approximately 700 people with an additional 300 volunteers, complies with the SMA by utilizing the USSC to conduct statewide and national background screening at a cost of $15.00 per applicant. USSC does not utilize fingerprinting in their background screening process. The 3,000 other vendors and their employees that work at the fair must pay for their own background checks using USSC and must fill out an affidavit stating that they comply with the SMA

ordinance. The vendors and their employees pay $5.00 to MDCYF for the identification badges. Employees must complete an I-9 form, and this information is not verified.

Similarly, Santa's Enchanted Forest employees approximately 600 people, and complies with the SMA by utilizing the USSC to conduct statewide and national background screening at a cost of $20.00 per applicant. As stated, USSC does not utilize fingerprinting in their background screening process. Employees must complete an I-9 form, and this information is not verified.

Assistant County Manager

Comparison Table of Background Screening

	Database Services	Costs	Fingerprints Used	Immigration Status Documented and Verified
Florida Department of Law Enforcement (FDLE)	*Uses their own data base. *Only does Statewide criminal background checks. *Will forward checks to the FBI for national background checks for additional fee with approximately 72 hour turnaround. . *Includes checks with counties, Department of Corrections and Administration of the Courts. *Checks are instant within the State only and done on-line. *Provides sexual offenders and predators in State of Florida only. *National check only provides criminal record, not sexual offender and predator registry. *Complies with Fair Credit reporting Act. *Currently has a user agreement with the Miami-Dade County Parks Department and the Miami-Dade County School Board.	*No set up fee. *$23.00 per applicant for Florida State background check. *$24.00 per applicant additional charge for national background check. $47.00 total per applicant for national and state background check, **utilizing fingerprints.** *$36.00 per volunteer for background check, **utilizing fingerprints.**	*Uses applicant's fingerprints in their criminal background checks and sends them to the FBI for national background checks.	Does not verify immigration status.

MDC066

Comparison Table of Background Screening

Listed below are identified vendors which provide screening services. Currently, a County contract does not exist for these services.				
United Screening Services Corporation	*Uses two data bases. *Researches over 250 million criminal records. * Search results are instant. *Conducts national background checks with most counties reporting *Checks with Department of Corrections and Administration of the Courts. *Checks sexual offenders and predators in all 50 States. *Done on-line ***Does not check fingerprints.** *Is a local company and will provide free training to users. *Currently conducts background checks for the Miami-Dade County Youth Fair and Santa's Enchanted Forest. *Not currently approved as a Miami-Dade County vendor *Complies with Fair Credit Reporting Act.	*No set up fee *$15.00 per applicant for national background check. *$5.00 extra to have U.S. citizenship verified through their service.	Does not use fingerprints in their background checks.	*Using the information provided on the I-9 form. Provides verification instantly via their website through the Department of Homeland Security and the Social Security Administration.
ChoicePoint	*Uses one database (as opposed to two). *Researches over 300 million criminal records. *Search results are instant. *Conducts national background checks with most counties reporting. *Checks with the Department of Corrections and the Administration of Courts *Checks sexual offenders and predators in all 50 States. *Checks are conducted on-line.	*$25.00 onetime initial set up fee. *$100.00 onetime initial set up fee to if invoiced. *$ 5.00 per applicant for national background check. *$8.00 additional fee for social security number verified	Does not use fingerprints in their background checks. Only for financial institutions.	*Will only verify the applicant's social security number. *Does not verify other supplied credentials for U.S. citizenship.

MDC067

Comparison Table of Background Screening

	*Is not a local company however supplies on-line customer support ***Does not use fingerprints** *Currently approved as a Miami-Dade County vendor. *Complies with Fair Credit reporting Act.	through their service.		
Criminal Watch Dog	*Uses several databases. *Researches nearly 465 million criminal background checks with most counties reporting. *Checks with Department of Corrections and Administration of the Courts. *Checks with sexual offenders and predators in all 50 States. *Searches are done on-line and results are instant. ***Does not use fingerprints.** *Not a local company however will provide customer service on-line. *Not currently approved as a Miami-Dade County vender. *Complies with Fair Credit Reporting Act.	*No set up fee. $38.95 per applicant for national background check.	*Does not use fingerprints in their background checks.	*Will only verify the applicant's social security number. *Does not verify other supplied credentials for U.S. citizenship.

APPENDIX F

THE

HOME RULE AMENDMENT

AND

CHARTER

(AS AMENDED THROUGH
NOVEMBER 8, 2016)

MIAMI-DADE COUNTY, FLORIDA

The Miami-Dade County Home Rule Amendment to the Florida State Constitution was adopted November 6, 1956.
The Miami-Dade County Home Rule Charter was adopted May 21, 1957.

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HOME RULE AMENDMENT

ARTICLE VIII, SECTION 11
FLORIDA CONSTITUTION 1885

Dade County, home rule charter. - (1) The electors of Dade County, Florida, are granted power to adopt, revise, and amend from time to time a home rule charter of government for Dade County, Florida, under which the Board of County Commissioners of Dade County shall be the governing body. This charter:

(a) Shall fix the boundaries of each county commission district, provide a method for changing them from time to time, and fix the number, terms and compensation of the commissioners, and their method of election.

(b) May grant full power and authority to the Board of County Commissioners of Dade County to pass ordinances relating to the affairs, property and government of Dade County and provide suitable penalties for the violation thereof; to levy and collect such taxes as may be authorized by general law and no other taxes, and do everything necessary to carry on a central metropolitan government in Dade County.

(c) May change the boundaries of, merge, consolidate, and abolish and may provide a method for changing the boundaries of, merging, consolidating and abolishing from time to time all municipal corporations, county or district governments, special taxing districts, authorities, boards, or other governmental units whose jurisdiction lies wholly within Dade County, whether such governmental units are created by the Constitution or the Legislature or otherwise, except the Dade County Board of County Commissioners as it may be provided for from time to time by this home rule charter and the Board of Public Instruction of Dade County.

(d) May provide a method by which any and all of the functions or powers of any municipal corporation or other governmental unit in Dade County may be transferred to the Board of County Commissioners of Dade County.

(e) May provide a method for establishing new municipal corporations, special taxing districts, and other governmental units in Dade County from time to time and provide for their government and prescribe their jurisdiction and powers.

(f) May abolish and may provide a method for abolishing from time to time all offices provided for by Article VIII, Section 6, of the Constitution or by the Legislature, except the Superintendent of Public Instruction and may provide for the consolidation and transfer of the functions of such offices, provided, however, that there shall be no power to abolish or impair the jurisdiction of the Circuit Court or to abolish any other court provided for by this Constitution or by general law, or the judges or clerks thereof although such charter may create new courts and judges and clerks thereof with jurisdiction to try all offenses against ordinances passed by the Board of County Commissioners of Dade County and none of the other courts provided for by this Constitution or by general law shall have original jurisdiction to try such offenses, although the charter may confer appellate jurisdiction on such courts, and provided further that if said home rule charter shall abolish any county office or offices as authorized herein, that said charter shall contain adequate provision for the carrying on of all functions of said office or offices as are now or may hereafter be prescribed by general law.

(g) Shall provide a method by which each municipal corporation in Dade County shall have the power to make, amend or repeal its own charter. Upon adoption of this home rule charter by the electors this method shall be exclusive and the Legislature shall have no power to amend or repeal the charter of any municipal corporation in Dade County.

(h) May change the name of Dade County.

(i) Shall provide a method for the recall of any commissioner and a method for initiative and referendum, including the initiation of and referendum on ordinances and the amendment or revision of the home rule charter, provided, however, that the power of the Governor and Senate relating to the suspension and removal of officers provided for in this Constitution shall not be impaired, but shall extend to all officers provided for in said home rule charter.

(2) Provision shall be made for the protection of the creditors of any governmental unit which is merged, consolidated, or abolished or whose boundaries are changed or functions or powers transferred.

(3) This home rule charter shall be prepared by a Metropolitan Charter Board created by the Legislature and shall be presented to the electors of Dade County for ratification or rejection in the manner provided by the Legislature. Until a home rule charter is adopted the Legislature may from time to time create additional Charter Boards to prepare charters to be presented to the electors of Dade County for ratification or rejection in the manner provided by the Legislature. Such charter, once adopted by the electors, may be amended only by the electors of Dade County and this charter shall provide a method for submitting future charter revisions and amendments to the electors of Dade County.

(4) The County Commission shall continue to receive its pro rata share of all revenues payable by the state from whatever source to the several counties and the State of Florida shall pay to the Commission all revenues which would have been paid to any municipality in Dade County which may be abolished by or in the method provided by this home rule charter; provided, however, the Commission shall reimburse the comptroller of Florida for the expense incurred, if any, in the keeping of separate records to determine the amounts of money which would have been payable to any such municipality.

(5) Nothing in this section shall limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and any other one or more counties in the State of Florida or to any municipality in Dade County and any other one or more municipalities of the State of Florida, and the home rule charter provided for herein shall not conflict with any provision of this Constitution nor of any applicable general laws now applying to Dade County and any other one or more counties of the State of Florida

except as expressly authorized in this section nor shall any ordinance enacted in pursuance to said home rule charter conflict with this Constitution or any such applicable general law except as expressly authorized herein, nor shall the charter of any municipality in Dade County conflict with this Constitution or any such applicable general law except as expressly authorized herein, provided however that said charter and said ordinances enacted in pursuance thereof may conflict with, modify or nullify any existing local, special or general law applicable only to Dade County.

(6) Nothing in this section shall be construed to limit or restrict the power of the Legislature to enact general laws which shall relate to Dade County and any other one or more counties of the State of Florida or to any municipality in Dade County and any other one or more municipalities of the State of Florida relating to county or municipal affairs and all such general laws shall apply to Dade County and to all municipalities therein to the same extent as if this section had not been adopted and such general laws shall supersede any part or portion of the home rule charter provided for herein in conflict therewith and shall supersede any provision of any ordinance enacted pursuant to said charter and in conflict therewith, and shall supersede any provision of any charter of any municipality in Dade County in conflict therewith.

(7) Nothing in this section shall be construed to limit or restrict the power and jurisdiction of the Railroad and Public Utilities Commission or of any other state agency, bureau or commission now or hereafter provided for in this Constitution or by general law and said state agencies, bureaus and commissions shall have the same powers in Dade County as shall be conferred upon them in regard to other counties.

(8) If any section, subsection, sentence, clause or provision of this section is held invalid as violative of the provisions of Section 1, Article XVII of this Constitution the remainder of this section shall not be affected by such invalidity.

(9) It is declared to be the intent of the Legislature and of the electors of the State of Florida to provide by this section home rule for the people of Dade County in local affairs and this section shall be liberally construed to carry out such purpose, and it is further declared to be the intent of the Legislature and of the electors of the State of Florida that the provisions of this Constitution and general laws which shall relate to Dade County and any other one or more counties of the State of Florida or to any municipality

in Dade County and any other one or more municipalities of the State of Florida enacted pursuant thereto by the Legislature shall be the supreme law in Dade County, Florida, except as expressly provided herein and this section shall be strictly construed to maintain such supremacy of this Constitution and of the Legislature in the enactment of general laws pursuant to this Constitution.

Note: *The Florida Constitution of 1968 contains the following language providing that the Home Rule Amendment to the Florida Constitution of 1885 remains in full force and effect:*

ARTICLE VIII, SECTION 6 FLORIDA CONSTITUTION 1968

Section 6. Schedule to Article VIII.–

(a) This article shall replace all of Article VIII of the Constitution of 1885, as amended, except those sections expressly retained and made a part of this article by reference.

* * *

(e) CONSOLIDATION AND HOME RULE. Article VIII, Sections 9, 10, 11 and 24, of the Constitution of 1885, as amended, shall remain in full force and effect as to each county affected, as if this article had not been adopted, until that county shall expressly adopt a charter or home rule plan pursuant to this article. All provisions of the Metropolitan Dade County Home Rule Charter, heretofore or hereafter adopted by the electors of Dade County pursuant to Article VIII, Section 11, of the Constitution of 1885, as amended, shall be valid, and any amendments to such charter shall be valid; provided that the said provisions of such charter and the said amendments thereto are authorized under said Article VIII, Section 11, of the Constitution of 1885, as amended.

(f) DADE COUNTY; POWERS CONFERRED UPON MUNICIPALITIES. To the extent not inconsistent with the powers of existing municipalities or general law, the Metropolitan Government of Dade County may exercise all the powers conferred now or hereafter by general law upon municipalities.

* * *

Miami-Dade County
Home Rule Charter

Preamble

We, the people of this County, in order to secure for ourselves the benefits and responsibilities of home rule, to create a metropolitan government to serve our present and future needs, and to endow our municipalities with the rights of self determination in their local affairs, do under God adopt this home rule Charter.

CITIZENS' BILL OF RIGHTS

(A). This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administrative management, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

1. **Convenient Access.** Every person has the right to transact business with the County and the municipalities with a minimum of personal inconvenience. It shall be the duty of the Mayor and the Commission to provide, within the County's budget limitations, reasonably convenient times and places for registration and voting, for required inspections, and for transacting business with the County.

2. **Truth in Government.** No County or municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

3. **Public Records.** All audits, reports, minutes, documents and other public records of the County and the municipalities and their boards, agencies, departments and authorities shall be open for inspection and copying, consistent with the requirements of the State of Florida's public records laws, at reasonable times and places convenient to the public.

4. **Minutes and Ordinance Register.** The Clerk of the Commission and of each municipal council shall maintain and make available for public inspection an ordinance register separate from the minutes showing the votes of each member on all ordinances and resolutions listed by descriptive title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than 30 days after the conclusion of the meeting.

5. **Right to be Heard.** So far as the orderly conduct of public business permits, any interested person has the right to appear before the Commission or any municipal council or any County or municipal agency, board or department for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the governmental entity involved; provided, nothing herein shall prohibit the Commission or any municipal council from referring

a matter to a committee of each of their respective bodies to conduct a public hearing, unless prohibited by law. Matters shall be scheduled for the convenience of the public, and the agenda shall be divided into approximate time periods so that the public may know approximately when a matter will be heard. Nothing herein shall prohibit any governmental entity or agency from imposing reasonable time limits for the presentation of a matter.

6. **Right to Notice.** Persons entitled to notice of a County or municipal hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for cancelling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

7. **No Unreasonable Postponements.** No matter once having been placed on a formal agenda by the County or any municipality shall be postponed to another day except for good cause shown in the opinion of the County Commission, the municipal council or other governmental entity or agency conducting such meeting, and then only on condition that any person so requesting is mailed adequate notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for cancelling the hearing or rendering invalid any determination made at such hearing.

8. **Right to Public Hearing.** Upon a timely request of any interested party a public hearing shall be held by any County or municipal agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Law Department of the County or of any municipality, nor to any body whose duties and responsibilities are solely advisory. At any zoning or other hearing in which review is exclusively by certiorari, a party or his counsel shall be entitled to present his case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of

the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

9. **Notice of Actions and Reasons.** Prompt notice shall be given of the denial in whole or in part of a request of an interested person made in connection with any County or municipal administrative decision or proceeding when the decision is reserved at the conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

10. **Mayor's, City Managers' and Attorneys' Reports.** The County Mayor and County Attorney and each City Manager and City Attorney shall periodically make a public status report on all major matters pending or concluded within their respective jurisdictions.

11. **Budgeting.** In addition to any budget required by state statute, the County Mayor shall prepare a budget showing the cost of each program for each budget year. Prior to the County Commission's first public hearing on the proposed budget required by state law, the County Mayor shall make public a budget summary setting forth the proposed cost of each individual program and reflecting all major proposed increases and decreases in funds and personnel for each program, the purposes therefore, the estimated millage cost of each program and the amount of any contingency and carryover funds for each program.

12. **Quarterly Budget Comparisons.** The County Mayor shall make public a quarterly report showing the actual expenditures during the quarter just ended against one quarter of the proposed annual expenditures set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.

13. **Adequate Audits.** An annual audit of the County and each municipality shall be made by an independent certified public accounting firm in accordance with generally accepted auditing standards. A summary of the results, including any deficiencies found, shall be made public. In making such audit, proprietary functions shall be audited separately and adequate depreciation on proprietary facilities shall be accrued so the public may determine the amount of any direct or indirect subsidy.

14. **Regional Offices.** Regional offices of the County's administrative services shall be maintained at locations in the County for the convenience of the residents.

15. **Financial Disclosure.** The Commission shall by ordinance make provision for the filing under oath or affirmation by all County and municipal elective officials, candidates for County and municipal elective offices, such employees as may be designated by ordinance, and such other public officials, and outside consultants who receive funds from the County or municipalities, within the County and who may legally be included, of personal financial statements, copies of personal Federal income tax returns, or itemized source of income statements. Provision shall be made for preparing and keeping such reports current from time to time, and for public disclosure. The Commission shall also make provision for the filing annually under oath of a report by fulltime County and municipal employees of all outside employment and amounts received therefrom. The Mayor and any City Manager may require monthly reports from individual employees or groups of employees for good cause.

16. **Representation of Public.** The Commission shall endeavor to provide representation at all proceedings significantly affecting the County and its residents before State and Federal regulatory bodies.

17. **Commission on Ethics and Public Trust.** The County shall, by ordinance, establish an independent Commission on Ethics and Public Trust comprised of five members, not appointed by the County Commission, with the authority to review, interpret, render advisory opinions and enforce the county and municipal code of ethics ordinances, conflict of interest ordinances, lobbyist registration and reporting ordinances, ethical campaign practices ordinances, when enacted, and citizens' bill of rights.

(B). The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of Dade County. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the County. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual

prerogatives, and for individual citizens to grant respect for the dignity of public office.

(C). **Remedies for Violations.** A citizen may bring a cause of action alleging a violation of this Article filed in the Dade County Circuit Court pursuant to its general equity jurisdiction and if successful, shall be entitled to recover costs as fixed by the Court. The Commission on Ethics and Public Trust may also enforce the provisions of this Article and may impose any penalty authorized by County Code not otherwise prohibited by a collective bargaining agreement, for a violation of this Article. Any penalty imposed by the Commission on Ethics and Public Trust pursuant to this subsection may be enforced in the Miami-Dade County Circuit Court.

(D). **Construction.** All provisions of this Article shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this Article shall be declared invalid, it shall not affect the validity of the remaining provisions.

ARTICLE - 1

BOARD OF COUNTY COMMISSIONERS

SECTION 1.01. **POWERS**.

A. The Board of County Commissioners shall be the legislative and the governing body of the county. The County shall have the power to carry on a central metropolitan government. The Board's powers shall include but shall not be restricted to the powers to:

1. Provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities; eliminate grade crossings; provide and regulate parking facilities; and develop and enforce master plans for the control of traffic and parking.
2. Provide and operate air, water, rail, and bus terminals, port facilities, and public transportation systems.
3. License and regulate taxis, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire operating in the county.
4. Provide central records, training, and communications for fire and police protection; provide traffic control and central crime investigation; provide fire stations, jails, and related facilities; and subject to Section 1.01A(18) provide a uniform system for fire and police protection.
5. Prepare and enforce comprehensive plans for the development of the county; provided, however, any decision to include any additional land within the Urban Development Boundary of the County's Comprehensive Development Master Plan shall require a two-thirds vote of the Board of County Commissioners then in office.
6. Provide hospitals and uniform health and welfare programs.
7. Provide parks, preserves, playgrounds, recreation areas, libraries, museums, and other recreational and cultural facilities and programs.

8. Establish housing, slum clearance, urban renewal, conservation, flood and beach erosion control, air pollution control, and drainage programs and cooperate with governmental agencies and private enterprises in the development and operation of these programs.
9. Provide and regulate or permit municipalities to provide and regulate waste and sewage collection and disposal and water supply and conservation programs.
10. Levy and collect taxes and special assessments, borrow and expend money and issue bonds, revenue certificates, and other obligations of indebtedness in such manner, and subject to such limitations, as may be provided by law.
11. By ordinance, establish, merge, and abolish special purpose districts within which may be provided police and fire protection, beach erosion control, recreation facilities, water, streets, sidewalks, street lighting, waste and sewage collection and disposal, drainage, and other essential facilities and services. All county funds for such districts shall be provided by service charges, special assessments, or general tax levies within such districts only. The Board of County Commissioners shall be the governing body of all such districts and when acting as such governing body shall have the same jurisdiction and powers as when acting as the Board; provided, however, that: (1) when an existing or proposed special purpose district is located entirely within the boundaries of a municipality, the Board of County Commissioners may, by ordinance, provide that upon assumption by a municipality of any and all liabilities of an existing special purpose district or upon the creation of a proposed special purpose district, the governing body of such municipality be the governing body of the special purpose district rather than the Board of County Commissioners; and (2) the governing board of the Children's Trust shall not be the Board of County Commissioners, but shall have membership as provided in state law for children's service councils serving home rule charter counties. The

Children's Trust shall have the authority to fund improvements to children's health, development and safety; promote parental and community responsibility for children; levy an annual ad valorem tax not to exceed one-half (1/2) mill to supplement current county expenditures for children services and require voter renewal in 2008.

Note: *By special election called pursuant to Resolution No. R-534-08, and held on August 26, 2008, the voters renewed the Children's Trust's ability to continue to levy an annual ad valorem tax.*

12. Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.
13. Adopt and enforce uniform building and related technical codes and regulations for both the incorporated and unincorporated areas of the county; provide for examinations for contractors and all parties engaged in the building trades and for the issuance of certificates of competency and their revocation after hearing. Such certificates shall be recognized and required for the issuance of a license in all municipalities in the county. No municipality shall be entitled to require examinations or any additional certificate of competency or impose any other conditions for the issuance of a municipal license except the payment of the customary fee. The municipality may issue building permits and conduct the necessary inspections in accordance with the uniform codes and charge fees therefor.
14. Regulate, control, take over, and grant franchises to, or itself operate gas, light, power, telephone, and other utilities, sanitary and sewage collection and disposal systems, water supply, treatment, and service systems, and public transportation systems, provided, however, that:
    (a) Franchises under this subsection may only be granted by a two-thirds vote of the members of the Board present and approved by a majority vote of those qualified electors voting at either a special or general election.

(b) The county shall not operate a light, power, or telephone utility to serve any territory in the county which is being supplied with similar service except by a majority vote of those qualified electors voting in an election held not less than six months after the Board has passed an ordinance to that effect by a two-thirds vote of the members of the Board present. Such ordinance shall contain information on cost, method of financing, agency to regulate rates, agency to operate, location, and other information necessary to inform the general public of the feasibility and practicability of the proposed operation.

15. Use public funds for the purposes of promoting the development of the county, including advertising of the area's advantages.

16. Establish and enforce regulations for the sale of alcoholic beverages in the unincorporated areas and approve municipal regulations on hours of sale of alcoholic beverages.

17. Enter into contracts with other governmental units within or outside the boundaries of the county for joint performance or performance by one unit in behalf of the other of any authorized function.

18. Set reasonable minimum standards for all governmental units in the county for the performance of any service or function. The standards shall not be discriminatory as between similar areas. If a governmental unit fails to comply with such standards, and does not correct such failure after reasonable notice by the Board, then the Board may take over and perform, regulate, or grant franchises to operate any such service. The Board may also take over and operate, or grant franchises to operate any municipal service if:

    (a) In an election called by the Board of County Commissioners within the municipality a majority of those voting vote in favor of turning the service over to the county; or

(b) The governing body of the municipality requests the county to take over the service by a two-thirds vote of its members, or by referendum.

19. By ordinance, abolish or consolidate the office of constables, or any county office created by the Legislature, or provide for the consolidation and transfer of any of the functions of such officers, provided, however, that there shall be no power to abolish the Superintendent of Public Instruction, or to abolish or impair the jurisdiction of the Circuit Court or to abolish any other Court, provided by the Constitution or by general law, or the judges or clerks thereof.
20. Make investigations of county affairs, inquire into the conduct, accounts, records, and transactions of any department or office of the county, and for these purposes require reports from all county officers and employees, subpoena witnesses, administer oaths, and require the production of records.
21. Exercise all powers and privileges granted to municipalities, counties, and county officers by the Constitution and laws of the state, and all powers not prohibited by the Constitution or by this Charter.
22. Adopt such ordinances and resolutions as may be required in the exercise of its powers, and prescribe fines and penalties for the violation of ordinances.
23. Perform any other acts consistent with law which are required by this Charter or which are in the common interest of the people of the county.
24. Supersede, nullify, or amend any special law applying to this county, or any general law applying only to this county, or any general law where specifically authorized by the Constitution.

B. No enumeration of powers in this Charter shall be deemed exclusive or restrictive and the foregoing powers shall be deemed to include all implied powers necessary and proper to carrying out such powers. All of these powers may be exercised in the incorporated and unincorporated areas, subject to the procedures herein provided in certain cases relating to municipalities.

C. The Board shall have the power of eminent domain and the right to condemn property for public purposes. The Board shall make fair and just compensation for any properties acquired in the exercise of its powers, duties, or functions. The Board shall also provide for the acquisition or transfer of property, the payment, assumption, or other satisfaction of the debts, and the protection of pension rights of affected employees of any governmental unit which is merged, consolidated, or abolished or whose boundaries are changed or functions or powers transferred.

D. The Board shall be entitled to levy in the unincorporated areas all taxes authorized to be levied by municipalities and to receive from the state any revenues collected in the unincorporated areas on the same basis as municipalities.

SECTION 1.02. **RESOLUTIONS AND ORDINANCES.**

A. The Board shall adopt its own rules of procedure and shall decide which actions of the Board shall be by ordinance or resolution, except as otherwise provided in this Charter and except that any action of the Board which provides for raising revenue, appropriating funds, or incurring indebtedness (other than refunding indebtedness), or which provides a penalty or establishes a rule or regulation for the violation of which a penalty is imposed shall be by ordinance.

B. Every ordinance shall be introduced in writing and shall contain a brief title. The enacting clause shall be "Be it Ordained by the Board." After passage on first reading, a short summary of the ordinance shall be published in a daily newspaper of general circulation at least once together with a notice of the time when and place where it will be given a public hearing and be considered for final passage. The first such publication shall be at least one week prior to the time advertised for hearing. No ordinance shall be declared invalid by reason of any defect in publication or title if the published summary gives reasonable notice of its intent.

C. At the time and place so advertised, or at any time and place to which such public hearing may from time to time be adjourned, the ordinance shall be read by title and a public hearing shall be held. After the hearing, the Board may pass the ordinance with or without amendment. No provision herein shall prohibit a committee of the commission from conducting such public hearing, as provided by Section 1.08.

D. The Board may adopt in whole or in part any published code by reference as an ordinance in the manner provided by law.

E. The effective date of any ordinance shall be prescribed therein, but the effective date shall not be earlier than ten days after its enactment.

F. To meet a public emergency affecting life, health, property, or public safety the Board by two-thirds vote of the members of the Board may adopt an emergency ordinance at the meeting at which it is introduced, and may make it effective immediately, except that no such ordinance may be used to levy taxes, grant or extend a franchise, or authorize the borrowing of money. After the adoption of an emergency ordinance, the Board shall have it published in full within ten days in a daily newspaper of general circulation.

G. Each ordinance and resolution after adoption shall be given a serial number and shall be entered by the clerk in a properly indexed record kept for that purpose.

H. Within two years after adoption of this Charter the Board shall have prepared a general codification of all county ordinances and resolutions having the effect of law. The general codification thus prepared shall be adopted by the Board in a single ordinance. After adoption the Board shall have the codification printed immediately in an appropriate manner together with the Charter and such rules and regulations as the Board may direct. Additions or amendments to the code shall be prepared, adopted, and printed at least every two years.

SECTION 1.03. **DISTRICTS.**

A. There shall be thirteen County Commission districts. The current boundaries of these districts shall be as shown on the map attached as Exhibit A and made a part hereof.

B. The Board may by ordinance adopted by two-thirds vote of the members of the Board change the boundaries of the districts from time to time. The boundaries shall be fixed on the basis of the character, population, and geography of the districts.

SECTION 1.04. **COMPOSITION OF THE COMMISSION.**

The Commission shall consist of thirteen members, each of whom shall be a qualified elector residing within his or her district for at least six months and within the County for at least three years before qualifying and who shall be elected by the qualified electors of his or her district.

SECTION 1.05. **FORFEITURE OF OFFICE OF COUNTY ELECTED AND APPOINTED OFFICIALS AND EMPLOYEES.**

A. Any member of the Board of County Commissioners who ceases to be a qualified voter of the county or removes himself from the county or the district from which he was elected, or who fails to attend meetings without good cause for a period of six months, shall immediately forfeit his office. Any Commissioner who ceases to reside in the district which he represents shall also immediately forfeit his office.

B. Any elected or appointed county official who holds any other elective office, whether federal, state or municipal, shall forfeit his county position, provided that the provisions of this subsection shall not apply to any officials presently holding such other office during the remainder of the present terms.

C. Any appointed official or employee of Dade County who qualifies as a candidate for election to any federal, state or municipal office shall immediately take a leave of absence from his or her county position until the date of the election and shall, if elected, immediately forfeit his or her county position. If the candidate is not elected, he or she shall immediately be reinstated to his or her former position.

SECTION 1.06. **SALARY.**

Each County Commissioner shall receive a salary of $6,000 per year payable monthly and shall be entitled to be reimbursed for such reasonable and necessary expenses as may be approved by the Board.

SECTION 1.07. **VACANCIES IN THE OFFICE OF MAYOR OR COUNTY COMMISSIONER.**

Any vacancy in the office of Mayor or the members of the Board shall be filled by majority vote of the remaining members of the Board within 30 days, or the Board shall call an election to be held not more than 90 days thereafter to fill the vacancy. The qualification period for such election shall be the first 10 days after the call of the election and any runoff election shall be held within 30 days of the certification of election results requiring a runoff. The person chosen to fill the office vacated must at the time of appointment meet the residence requirements for the office to which such person is appointed. A person appointed shall serve only until the next county-wide election. A person elected shall serve for the remainder of the unexpired term of office. If a majority of the members

of the Board should become appointed rather than elected to office, then the Board shall call an election to be held not more than 90 days thereafter to permit the registered electors to elect commissioners to succeed the appointed commissioners; appointed commissioners may succeed themselves unless otherwise prohibited by the Charter. The qualification period for such election shall be the first 10 days after the call of the election and any runoff election shall be held within 30 days of the certification of election results requiring a runoff. If a county-wide election is scheduled to be held within 180 days from the date on which the majority of the members of the Board become appointive, the Board may elect to defer the required election until the scheduled county-wide election.

SECTION 1.08. **ORGANIZATION OF THE COMMISSION AND COMMISSION COMMITTEES.**

The Mayor shall not be a member of the Commission. The Commission shall select the chairperson and vice-chairperson of the Commission. The Chairperson shall preside over commission meetings and perform such other duties set forth in the charter and ordinances of Miami-Dade County. The Vice-Chairperson shall perform the duties of the chairperson in the absence or incapacity of the Chairperson. Any member may be selected by the Commission to preside over commission meetings in the event of the absence of the Chairperson and the Vice-Chairperson.

The Commission may organize itself into standing committees, special committees, and ad hoc committees. Upon formation of any such committees, the Commission may appoint its members or authorize the Chairperson to appoint committee members. Commission committees may conduct public hearings, as authorized by ordinance of the Commission. The Clerk of the Circuit Court or a deputy shall serve as clerk of the Commission. No action of the Commission shall be taken except by a majority vote of those present at a meeting at which a majority of the Commissioners then in office is present. All meetings shall be public.

ARTICLE - 2

MAYOR

SECTION 2.01. **ELECTION OF MAYOR.**

There shall be elected by the qualified electors of the county at large a Mayor who shall be a qualified elector residing within the county at least three years before qualifying. The Mayor shall not serve as a member of the Commission.

SECTION 2.02. **RESPONSIBILITIES OF THE MAYOR.**

The Mayor shall serve as head of the county government with the following specific powers and responsibilities:

A. The Mayor shall be responsible for the management of all administrative departments of the County government and for carrying out policies adopted by the Commission. The Mayor, or such other persons who may be designated by the Mayor, shall execute contracts and other instruments, and sign bonds and other evidences of indebtedness. The Mayor shall serve as the head of the County for emergency management purposes.

B. The Mayor shall have the right to attend and be heard at any regular or special open session meeting of the Commission, but not the right to vote at such meetings.

C. Unless otherwise provided by this Charter, the Mayor shall have the power to appoint all department directors of the administrative departments of the County. Appointment of these department directors shall become effective unless disapproved by a two-thirds majority of those Commissioners then in office at the Commission's next regularly scheduled meeting. The Mayor shall also have the right to suspend, reprimand, remove, or discharge any administrative department director, with or without cause.

D. The Mayor shall within ten days of final adoption by the Commission, have veto authority over any legislative, quasi-judicial, zoning, master plan or land use decision of the Commission, including the budget or any particular component contained therein which was approved by the Commission; provided, however, that (1) if any revenue item is vetoed, an expenditure item in the same or greater dollar amount must also be vetoed and (2) the Mayor may not veto the selection of the chairperson or vice-chairperson of the

commission, the enactment of commission committee rules, the formation of commission committees, or the appointment of members to commission committees. The Commission may at its next regularly scheduled meeting after the veto occurs, override that veto by a two-thirds vote of the Commissioners present.

E. The Mayor shall prepare and deliver a report on the state of the county to the people of the county between November 1 and January 31 annually. Such report shall be prepared after consultation with the Commissioners.

F. The Mayor shall prepare and deliver a budgetary address annually to the people of the county in March. Such address shall set forth the Mayor's funding priorities for the County.

SECTION 2.03. **TEMPORARY TRANSFER OF MAYORAL POWERS AND RESPONSIBILITIES UPON A VACANCY OR INCAPACITY IN THE OFFICE OF MAYOR.**

Upon a vacancy or incapacity in the Office of Mayor and until such time as the vacancy is filled in accordance with Section 1.07 of the Charter or the Mayor is no longer incapacitated, the powers and responsibilities vested by this Charter in the Office of Mayor to head the County for emergency management purposes, to hire department directors and to recommend waivers of competitive bidding shall be temporarily vested in the Office of the Chairperson of the County Commission as supplementary powers and responsibilities of such Office and shall not reside in the Office of Mayor. During such time, if the Chairperson relinquishes such supplemental powers and responsibilities in writing filed with the Clerk of the Board, such supplemental powers shall be vested in the Office of Vice-Chairperson of the County Commission. If the Vice-Chairperson relinquishes such supplemental powers and responsibilities in writing filed with the Clerk of the Board, such supplemental powers shall be vested in a commissioner chosen by a majority of those Board members present. The temporary removal and transfer of powers and responsibilities provided for in this Section shall not be construed to fill the vacancy in the Office of Mayor. Immediately upon filling the vacancy in the Office of Mayor the powers and responsibilities vested in the Office of Mayor shall be as provided in this Charter without regard to this Section. The Board shall by ordinance establish a definition of incapacity in the Office of Mayor for purposes of this Section.

ARTICLE - 3

ELECTIONS

SECTION 3.01. **ELECTION AND COMMENCEMENT OF TERMS OF COUNTY COMMISSIONERS**.

A. The election of the Commissioners from even-numbered districts shall be held in 1994 and every four years thereafter and the election of Commissioners from odd-numbered districts shall be held in 1996 and every four years thereafter at the time of the state primary elections.

B. A candidate must receive a majority of the votes cast to be elected. Effective with the election for County Commission in 2004, if no candidate receives a majority of the votes cast there will be a runoff election at the time of the general election following the state primary election between the two candidates receiving the highest number of votes. Should a tie result, the outcome shall be determined by lot.

C. Except as otherwise provided in this Charter, beginning with the elections in 2004, the terms of office of the Mayor and County Commissioners shall commence on the second Tuesday next succeeding the date of the general election in November.

D. Notwithstanding any other provision of this Charter, effective with the term of Mayor scheduled to commence in October, 1996, no person shall be elected as Mayor for more than two consecutive four-year terms. Neither service as Mayor or County Commissioner prior to the terms scheduled to commence in October, 1996, nor service of a partial term subsequent to October, 1996, shall be considered in applying the term limitation provisions of this section.

E. Notwithstanding any other provision of this Charter, effective with the term of Commissioners scheduled to commence in 2012, no person shall be elected as Commissioner for more than two consecutive four-year terms. No term of service as a Commissioner commencing prior to 2012 shall be considered a part of or counted toward the two term limit.

SECTION 3.02. **RESERVED.**

SECTION 3.03. **NONPARTISAN ELECTIONS.**

All elections for Mayor and the other members of the Board shall be nonpartisan and no ballot shall show the party designation of any candidate. No candidate shall be required to pay any party assessment or state the party of which he is a member or the manner in which he voted or will vote in any election.

SECTION 3.04. **QUALIFICATIONS AND FILING FEE.**

A. All candidates for the office of Mayor or County Commissioner shall qualify with the Clerk of the Circuit Court no earlier than the 84th day and no later than noon on the 70th day prior to the date of the election at which he is a candidate in the method provided by law or ordinance, and shall pay a filing fee of $300. All filing fees shall be paid into the general funds of the county.

B. Notwithstanding the foregoing, a person who seeks to qualify as a candidate for the office of Mayor or County Commissioner and who meets the petition requirements of this section is not required to pay the filing fee required by this section or any other qualifying fee required by the state (collectively the "Qualifying Fee"). A candidate who seeks to qualify without paying the Qualifying Fee must obtain the number of signatures of voters in the geographical area represented by the office sought equal to at least 1 percent of the total number of registered voters of that geographical area, as shown by the compilation by the Supervisor of Elections for the immediately preceding general election. Signatures may not be obtained until the candidate has filed the appointment of campaign treasurer and designation of campaign depository pursuant to state law. The format of the petition shall be prescribed by the Supervisor of Elections and shall be used by candidates to reproduce petitions for circulation. Each petition must be submitted before noon of the 28th day preceding the first day of the qualifying period for the office sought to the Supervisor of Elections. The Supervisor shall check the signatures on the petitions to verify their status as voters in the geographical area represented by the office sought. No later than the 7th day before the first day of the qualifying period, the Supervisor of Elections shall certify the number of valid signatures. The Supervisor of Elections shall determine whether the required number of signatures has been obtained and shall notify the candidate. If the required number of signatures has been obtained, the candidate shall be eligible to qualify pursuant to this section without paying the Qualifying Fee.

SECTION 3.05. **RESERVED.**

SECTION 3.06. **ADDITIONAL REGULATIONS AND STATE LAWS.**

A. The Board may adopt by ordinance any additional regulations governing elections not inconsistent with this Charter.

B. Except as otherwise provided by this Charter or by ordinance adopted hereunder the provisions of the election laws of this state shall apply to elections held under this Charter.

SECTION 3.07. **CANVASSING ELECTIONS.**

All elections under this Charter shall be canvassed by the County Canvassing Board as provided under the election laws of this state.

ARTICLE - 4

RESERVED

ARTICLE - 5

ADMINISTRATIVE ORGANIZATION AND PROCEDURE

SECTION 5.01. **DEPARTMENTS.**

There shall be departments of finance, personnel, planning, law, and such other departments as may be established by administrative order of the Mayor. All administrative functions not otherwise specifically assigned to others by this Charter shall be performed under the supervision of the Mayor.

SECTION 5.02. **ADMINISTRATIVE PROCEDURE.**

The Mayor shall have the power to issue and place into effect administrative orders, rules, and regulations. The organization and operating procedure of administrative departments shall be set forth in regulations, which the Mayor shall develop, place into effect by administrative orders, and submit to the Board.

SECTION 5.03. **FINANCIAL ADMINISTRATION.**

A. The department of finance shall be headed by a finance director appointed by the Mayor and the Clerk of the Circuit and County Courts. The finance director shall have charge of the financial affairs of the county

B. Between June 1 and July 15, the County Mayor should prepare a proposed budget containing a complete financial plan, including capital and operating budgets, for the ensuing fiscal year. The budget prepared and recommended by the Mayor, shall be presented by the Mayor or his or her designee to the Commission on or before the Board adopts tentative millage rates for the ensuing fiscal year. A summary of the budget shall be published and the Board shall hold hearings on and adopt a budget on or before the dates required by law.

C. No money shall be drawn from the county treasury nor shall any obligation for the expenditure of money be incurred except pursuant to appropriation and except that the Board may establish working capital, revolving, pension, or trust funds and may provide that expenditures from such funds can be made without specific appropriation. The Board, by ordinance, may transfer any unencumbered appropriation balance, or any portion thereof, from one department, fund, or agency to another, subject to the provisions of ordinance. Any portion of the earnings or balance of the several funds, other than sinking funds for obligations not yet retired, may be transferred to the general funds of the county by the Board.

D. Contracts for public improvements and purchases of supplies, materials, and services other than professional shall be made whenever practicable on the basis of specifications and competitive bids. Formal sealed bids shall be secured for all such contracts and purchases when the transaction involves more than the minimum amount established by the Board of County Commissioners by ordinance. The transaction shall be evidenced by written contract submitted and approved by the Board. The Board, upon written recommendation of the Mayor, may by resolution adopted by two-thirds vote of the members present waive competitive bidding when it finds this to be in the best interest of the county. Notwithstanding any other provision of the Charter to the contrary, in circumstances where the Mayor informs the Chairperson of the Board of County Commissioners in writing that he or she has a conflict of interest in the solicitation, evaluation, award, or recommendation of award of a contract, the Chairperson of the Board of County Commissioners and not the Mayor shall have all authority provided by this Charter or the Board to solicit, evaluate, award or recommend the award of

such contract including, but not limited to, the authority to recommend a bid waiver in writing.

E. Any county official or employee of the county who has a special financial interest, direct or indirect, in any action by the Board shall make known that interest and shall refrain from voting upon or otherwise participating in such transaction. Willful violation of this Section shall constitute malfeasance in office, shall effect forfeiture of office or position, and render the transaction voidable by the Board.

F. Such officers and employees of the county as the Board may designate shall give bond in the amount and with the surety prescribed by the Board. The bond premiums shall be paid by the county.

G. At the end of each fiscal year the Board shall provide for an audit by an independent certified public accountant designated by the Board of the accounts and finances of the county for the fiscal year just completed.

H. The Budget Commission created by Chapter 21874, Laws of Florida, 1943, is hereby abolished, and Chapter 21874 shall no longer be of any effect.

SECTION 5.04. **ASSESSMENT AND COLLECTION OF TAXES.**

A. Commencing with the general election to be held in November 2008 and every four years thereafter, the Miami-Dade County Property Appraiser shall be elected on a nonpartisan basis, by a majority of the qualified electors voting at a county-wide election held within Miami-Dade County, Florida.

B. Beginning with the tax year 1961, the county tax rolls prepared by the county shall be the only legal tax rolls in this county for the assessment and collection of county and municipal taxes. Thereafter no municipality shall have an assessor or prepare an ad valorem tax roll. Each municipality shall continue to have the right to adopt its own budget, fix its own millage, and levy its own taxes. Each municipality shall certify its levies to the County not later than 30 days after the county tax rolls have been finally approved by the Board. Any municipality may obtain a copy of this tax roll upon payment of the cost of preparing such a copy, and copies of the tax rolls shall be available for public inspection at reasonable times. Maps showing the assessed valuation of each parcel of property may be prepared and made available for sale to the public at a reasonable price.

C. All county and municipal taxes for the tax year beginning January 1, 1961, and all subsequent tax years, shall be collected by the county on one bill prepared and sent out by the county. The amounts of county and municipal taxes shall be shown as separate items, and maybe paid separately.

D. Delinquent municipal taxes shall be collected in the same manner as delinquent county taxes.

E. All the tax revenues collected for any municipality shall be returned monthly by the county to the municipality.

SECTION 5.05. **DEPARTMENT OF PERSONNEL.**

A. The Board of County Commissioners shall establish and maintain personnel and civil service, retirement, and group insurance programs. The personnel system of the county shall be based on merit principles in order to foster effective career service in county employment and to employ those persons best qualified for county services which they are to perform.

B. The Mayor shall appoint a personnel director who shall head the department of personnel and whose duty it shall be to administer the personnel and civil service programs and the rules governing them. The standards of such programs shall not be less than those prevailing at the time of the effective date of this Charter.

C. Except as provided herein, Chapter 30255, General Laws, 1955, as it exists on the effective date of this Charter, shall remain in effect until amended or changed by ordinance of the Board of County Commissioners adopted by two-thirds vote of the members present after recommendation from either the Personnel Advisory Board or the County Mayor.

D. Employees of municipalities who, by merger, transfer, or assignment of governmental units or functions become county employees, shall not lose the civil service rights or privileges which have accrued to them during their period of employment with such municipality, and the county shall use its best efforts to employ these employees within the limits of their capabilities. However, if because of the merger of a department or division of a municipality with the county, all of the employees of such department or division are unable to be employed by the county either because of lack of funds or lack of work, the employee possessing the greater amount of service shall be retained in accordance with civil service rules and regulations. Those employees who are not retained shall be placed on a priority list for employment by the county

subject to seniority. Any non-retained employee shall have the option, if a vacancy occurs or exists in another department, and if he is qualified to render the service required, to either accept such employment or remain on the priority list until such time as employment shall be available for him in his own or similar classification.

E. The pension plan presently provided by the state for county employees shall not be impaired by the Board. Employees of municipalities, who by merger, transfer, or assignment of governmental units or functions become county employees shall not lose their pension rights, or any reserves accrued to their benefit during their period of employment with such municipality. The Board of County Commissioners shall provide a method by which these employees' rights and reserves shall be protected, and these employees shall continue until retirement, dismissal, or death in a pension status no less beneficial than the status held by them at the time of merger or assignment.

F. The Board of County Commissioners shall provide and place into effect a practical group insurance plan for all county employees.

SECTION 5.06. **DEPARTMENT OF LAW.**

There shall be a County Attorney appointed by the Board of County Commissioners, subject to veto by the Mayor unless overridden by a two-thirds majority of those Commissioners then in office who shall serve at the will of the Board and who shall head the department of law. He shall devote his full time to the service of the county and shall serve as legal counsel to the Board, Mayor, and all county departments, offices, and agencies, and perform such other legal duties as may be assigned to him. He may appoint such assistants as may be necessary in order that his duties may be performed properly. The Board may employ special counsel for specific needs.

SECTION 5.07. **DEPARTMENT OF PLANNING.**

The department of planning shall be headed by a planning director appointed by the Mayor. The planning director shall be qualified in the field of planning by special training and experience. Under the supervision of the Mayor and with the advice of the Planning Advisory Board elsewhere provided for in this Charter, the planning director shall among other things:

1. Conduct studies of county population, land use, facilities, resources, and needs and other factors which influence the county's development, and on the basis of such studies

prepare such official and other maps and reports as, taken together, constitute a master plan for the welfare, recreational, economic, and physical development of the county.

2. Prepare for review by the Planning Advisory Board, and for adoption by the Board of County Commissioners, zoning, subdivision and related regulations for the unincorporated areas of the county and minimum standards governing zoning, subdivision, and related regulations for the municipalities; and prepare recommendations to effectuate the master plan and to coordinate the county's proposed capital improvements with the master plan.

3. Review the municipal systems of planning, zoning, subdivision, and related regulations and make recommendations thereon with a view of coordinating such municipal systems with one another and with those of the county.

SECTION 5.08. **BOARDS.**

A. The Board of County Commissioners shall by ordinance create a Planning Advisory Board, a Zoning Appeals Board, and such other boards as it may deem necessary, prescribing in each case the number, manner of appointment, length of term, and advisory or quasi-judicial duties of members of such boards, who shall serve without compensation but who may be reimbursed for necessary expenses incurred in official duties, as may be determined and approved by the Board of County Commissioners.

B. The Board of County Commissioners may by ordinance provide for the expansion of the City of Miami Water and Sewer Board to an agency county-wide in scope and authority, with the power to acquire, construct and operate water and sewer systems within the incorporated and the unincorporated areas of Dade County, which agency shall be known as the Miami-Dade Water and Sewer Authority. The Miami-Dade Water and Sewer Authority shall have the responsibility to develop and operate a countywide water and sewer system for the purpose of providing potable water, sewage collection and disposal and water pollution abatement to the citizens of Dade County.

C. Dade County shall retain all its powers, including but not limited to that of eminent domain, in relation to the creation of a county-wide water and sewer system.

SECTION 5.09. **RESTRICTION ON THE COMMISSION MEMBERS.**

A. No Commissioner shall direct or request the appointment of any person to, or his or her removal from, office by any subordinate of the Mayor, or take part in the appointment or removal of officers and employees in the administrative services of the County, nor shall any subordinate of the Mayor accede to such direction or request.

B. Except where otherwise prohibited by Ordinance, Commissioners shall be permitted to communicate and make inquiries of the administrative services for the purpose of transmitting constituent inquiries or assisting Commissioners in the exercise of their powers as set forth in Section 1.01A. Except as provided elsewhere in this Charter, Commissioners shall not be permitted to give orders, either publicly or privately, to any subordinate of the Mayor.

No County employee or official, other than the County Mayor or his or her designee, shall respond to or undertake any action to comply with any request by any Commissioner which violates the provisions of the preceding paragraph. The County Mayor shall not knowingly allow any Commissioner to deal with the administrative services in violation of the provisions of this section.

ARTICLE - 6

MUNICIPALITIES

SECTION 6.01. **CONTINUANCE OF MUNICIPALITIES.**

The municipalities in the county shall remain in existence so long as their electors desire. No municipality in the county shall be abolished without approval of a majority of its electors voting in an election called for that purpose. Notwithstanding any provision of the Charter, the Board of County Commissioners shall have the authority to abolish a municipality by ordinance where such municipality has twenty or fewer electors at the time of adoption of the ordinance abolishing the municipality. The right of self determination in local affairs is reserved and pre-reserved to the municipalities except as otherwise provided in this Charter.

SECTION 6.02. **MUNICIPAL POWERS.**

Each municipality shall have the authority to exercise all powers relating to its local affairs not inconsistent with this Charter. Each municipality may provide for higher standards of zoning, service, and regulation than those provided by the Board of County Commissioners in order that its individual character and standards may be preserved for its citizens.

SECTION 6.03. **MUNICIPAL CHARTERS.**

A. Except as provided in Section 6.04, any municipality in the county may adopt, amend, or revoke a charter for its own government or abolish its existence in the following manner. Its governing body shall, within 120 days after adopting a resolution or after the certification of a petition of ten percent of the qualified electors of the municipality, draft or have drafted by a method determined by municipal ordinance a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of the municipalities. Unless an election occurs not less than 60 nor more than 120 days after the draft is submitted, the proposal shall be submitted at a special election within that time. The governing body shall make copies of the proposal available to the electors not less than 30 days before the election. Alternative proposals may be submitted. Each proposal approved by a majority of the electors voting on such proposal shall become effective at the time fixed in the proposal.

B. All municipal charters, amendments thereto, and repeals thereof shall be filed with the Clerk of the Circuit Court.

SECTION 6.04. **CHANGES IN MUNICIPAL BOUNDARIES.**

A. The planning director shall study municipal boundaries with a view to recommending their orderly adjustment, improvement, and establishment. Proposed boundary changes may be initiated by the Planning Advisory Board, the Board of County Commissioners, the governing body of a municipality, or by a petition of any person or group concerned.

B. The Board of County Commissioners, after obtaining the approval of the municipal governing bodies concerned, after hearing the recommendations of the Planning Advisory Board, and after a public hearing, may by ordinance effect boundary changes, with an affirmative vote of the members of the Board of County Commissioners. In making such decision, the Board shall

consider whether commercial areas are included in the boundaries of the proposed area to be annexed for the mere benefit of increasing the tax base of the annexing municipality. Changes that involve the annexation or separation of an area of which more than 250 residents are electors shall also require an affirmative vote of a majority of those electors voting. Upon any such boundary change any conflicting boundaries set forth in the charter of such municipality shall be considered amended.

C. No municipal boundary shall be altered except as provided by this Section.

SECTION 6.05. **CREATION OF NEW MUNICIPALITIES.**

A. The Board of County Commissioners and only the Board may authorize the creation of new municipalities in the unincorporated areas of the county after hearing the recommendations of the Planning Advisory Board, after a public hearing, and after an affirmative vote of a majority of the electors voting and residing within the proposed boundaries. The Board of County Commissioners shall appoint a charter commission, consisting of five electors residing within the proposed boundaries, who shall propose a charter to be submitted to the electors in the manner provided in Section 6.03. The new municipality shall have all the powers and rights granted to or not withheld from municipalities by this Charter and the Constitution and general laws of the State of Florida. Notwithstanding any provision of this Charter to the contrary, with regard to any municipality created after September 1, 2000, the pre-agreed conditions between the County and the prospective municipality which are included in the municipal charter can only be changed if approved by an affirmative vote of two-thirds (2/3) of the members of the Board of County Commissioners then in office, prior to a vote of qualified municipal electors.

B. A new municipality may also be created by petition of electors residing in the area to be incorporated in accordance with the following process:

1. An incorporation committee composed of a minimum of five (5) electors from the proposed area of incorporation will initiate the process by filing with the Clerk of the Circuit Court an initiatory petition on a form prescribed by the Clerk for such purpose. The form shall identify the names and addresses of the Incorporation Committee members and describe the proposed incorporation area. The form of the

petition shall prominently state that a budgetary analysis and a copy of the proposed charter will be distributed to the electors within the area and made available, as required by this section. Within seven (7) days of receipt of the form, the Clerk will determine if the form is acceptable and if it is acceptable shall approve the form of petition and provide the Incorporation Committee the total number of the electors within the proposed incorporation area and the number of required signatures which shall be equal to twenty percent (20%) of the electors in the proposed incorporation area and shall notify the Board of County Commissioners. If the Clerk determines that the form of petition does not comply with the requirements of this Charter or inaccurately describes proposed boundaries, the Clerk may disapprove the form of petition and provide notification to the Incorporation Committee and the Board of County Commissioners of the disapproval. The Clerk shall advise the Incorporation Committee as to the reasons for disapproval and the Incorporation Committee may submit a new petition at any time. If the Clerk approves the form of the petition, the Incorporation Committee, within ninety (90) days of such approval, shall submit to the Board of County Commissioners a proposed municipal charter, which, at a minimum, shall set forth the form of government and governing body of the newly incorporated area as well as provide for the conditions for incorporation as set forth in Section 6.05(B)(7) below. During such ninety (90) day period, the incorporation committee shall hold at least three public hearings on the proposed municipal charter, in three different locations in the area proposed to be incorporated, notice of which shall be mailed to all electors within the area proposed for incorporation.

2. (a) No later than ninety (90) days from the date of approval of the above form by the Clerk, the Board of County Commissioners shall review the appropriateness of the petition for incorporation and proposed municipal charter and recommend any changes to the boundaries of the proposed municipality and proposed municipal charter

to the Incorporation Committee at a public hearing.

(b) At such public hearing, the Board of County Commissioners shall approve the proposed incorporation petition, as presented in the petition or as revised by the Incorporation Committee, or reject the incorporation petition as presented or as revised by the Incorporation Committee.

(c) The County Commission's failure to review the incorporation petition within the time required by this paragraph is subject to mandamus by a court of competent jurisdiction.

3. The Incorporation Committee will have six (6) months from the date by which the Board was required to have reviewed the incorporation petition to obtain signatures equal to twenty percent (20%) of the electors in the proposed incorporation area, with signatures on a petition provided by the Clerk. The petition shall require the name, address and signature of the elector and such signatures shall be notarized.

4. The signed petitions will be submitted to the Supervisor of Elections, who shall have thirty (30) days to canvass the signatures contained therein.

5. Upon certification of the sufficiency of the signatures on the petition, the Supervisor of Elections shall present the petition to the Board of County Commissioners at their next regularly scheduled meeting. After conducting a public hearing at such meeting, the Board of County Commissioners shall decide whether or not to call an election to authorize the creation of a city and approve a municipal charter for the proposed municipality. If the Board decides to call an election to authorize the creation of the municipality and approve the municipal charter, such election shall occur no sooner than ninety (90) and no greater than one hundred twenty (120) days from the date the Supervisor of Elections certifies the signatures. The election shall be held, whenever practicable, in conjunction with another election scheduled to occur within the prescribed time

period. The election shall be decided by an affirmative vote of a majority of electors voting in the proposed incorporation area.

6. During the sixty (60) days following the certification of the petition, the Board shall complete a budgetary analysis in cooperation with the Incorporation Committee of and on the proposed incorporation area and schedule at least one public hearing prior to the incorporation election. The budgetary analysis, including a response by the incorporation committee if submitted, shall be provided to the resident electors of the proposed municipality by mail and shall be made available at locations within the proposed municipality. The proposed municipal charter shall be made available at locations within the proposed municipality and made available electronically. Such budgetary analysis shall at a minimum estimate all of the identifiable revenues generated by the proposed incorporation area prior to incorporation, and present the operating expenses of comparable small, medium and large municipalities providing typical municipal services.

7. The new municipality shall have all the powers and rights granted to or not withheld from municipalities by the County Home Rule Charter and the Constitution and general laws of the State of Florida; provided, however, any proposed municipality whose boundaries include any area outside the urban development boundary, as may be described in the County's Comprehensive Development Master Plan, shall abide by the permitted uses as set forth in such plan. It is further provided, as a condition of incorporation, that the new municipality shall provide in its charter: to remain a part of the Miami-Dade Fire Rescue District, to remain a part of the Miami-Dade Library System, to contract with Miami-Dade County for local patrol police services for a minimum of three years, for Miami-Dade County to retain authority for residential garbage and refuse collection and disposal within the proposed new municipality, and for the payment, assumption, or other satisfaction for that portion of the County's preexisting debts and

obligations or other refundings secured by revenues or taxes collected within the proposed municipality's area and that neither the new municipality nor its electors shall take any action that would adversely affect the County's bond or other debt obligations that are secured by taxes or revenues from the area constituting the new municipality.

SECTION 6.06. **CONTRACTS WITH OTHER UNITS OF GOVERNMENT.**

Every municipality in this county shall have the power to enter into contracts with other governmental units within or outside the boundaries of the municipality or the county for the joint performance or performance by one unit in behalf of the other of any municipal function.

SECTION 6.07. **FRANCHISE AND UTILITY TAXES.**

Revenues realized from franchise and utility taxes imposed by municipalities shall belong to municipalities.

ARTICLE - 7

PARKS, AQUATIC PRESERVES, AND PRESERVATION LANDS

Note: *This Article does not apply to municipal property in Coral Gables, Hialeah, Hialeah Gardens, Miami, Sweetwater and West Miami. See Section 7.04.*

SECTION 7.01. **POLICY.**

Parks, aquatic preserves, and lands acquired by the County for preservation shall be held in trust for the education, pleasure, and recreation of the public and they shall be used and maintained in a manner which will leave them unimpaired for the enjoyment of future generations as a part of the public's irreplaceable heritage. They shall be protected from commercial development and exploitation and their natural landscape, flora and fauna, and scenic beauties shall be preserved. In lands acquired by the County for preservation and in parks along the Ocean or the Bay the public's access to and view of the water shall not be obstructed or impaired by buildings or other structures or concessions which are in excess of 1500 square feet each. Adequate maintenance shall be provided.

SECTION 7.02. **RESTRICTIONS AND EXCEPTIONS.**

In furtherance of this policy parks shall be used for public park purposes only, and subject to the limited exceptions set forth in this Article, there shall be no permanent structures or private commercial advertising erected in a public park or private commercial use of a public park or renewals, expansions, or extensions of existing leases, licenses, or concessions to private parties of public park property, unless each such structure, lease, license, renewal, expansion, extension, concession or use shall be approved by a majority vote of the voters in a County-wide referendum. Nothing in this Article shall prevent any contract with federally tax-exempt not-for-profit youth, adult, and senior cultural, conservation and parks and recreation program providers. To ensure aquatic preserves, lands acquired by the County for preservation, and public parks or parts thereof which are nature preserves, beaches, natural forest areas, historic or archeological areas, or otherwise possess unique natural values in their present state, such as Matheson Hammock, Greynolds Park, Redlands Fruit and Spice Park, Castellow Hammock, Crandon Park, Trail Glades Park, Deering Estate Park, Pine Shore Park, Old Cutler Hammock, Chapman Field, Tamiami Pinelands, Wainright Park, Larry and Penny Thompson Park, Whispering Pines Hammock, Mangrove Preserve, Owaissa Bauer Park, Fuchs Hammock, Black Point Marina, Simpson Park, Sewell Park, Barnes Park, Virginia Key, mangrove preserves, and all other natural or historical resource based parks do not lose their natural or historical values, any structure, lease, license, renewal, extension, concession or use in any of this class of public parks or in aquatic preserves and preservation lands must be approved by an affirmative vote of two-thirds of the voters in a County-wide referendum. No park shall be designed to be used beyond its appropriate carrying capacity and to the extent required by law all parks and facilities and permitted special events and concessions operating in the parks shall be fully accessible to persons with disabilities. Nothing in this Article shall prevent the maintenance of existing facilities, the maintenance, operation, and renovation of existing golf course and marina restaurants at their existing square footage by government agencies or private operators, provided such private operators are chosen as a result of competitive selection and their initial contract terms are limited to no more than ten years, or the construction, operation, maintenance, and repair by government agencies or private operators of or issuance of temporary permits for the following, provided that there be no adverse impact to natural resources on lands acquired or designated for preservation by the Board of County Commissioners:

A. Appropriate access roads, bridges, fences, lighting, flag poles, entrance features, picnic shelters, tables, grills, benches, irrigation systems, walls, erosion control devices, utilities, trash removal, parking and security and fire facilities for the primary use of the park system;

B. Food and concession facilities each not in excess of 1500 square feet of enclosed space, with any complementary outdoor or covered areas needed to service park patrons;

C. User-participation non-spectator recreation and, playground facilities, golf courses and golf-course related facilities, and bandstands and band shells containing less than 1,000 spectator seats and athletic facilities, sports fields and arenas containing less than 3,000 spectator seats;

D. Facilities for marinas, sightseeing and fishing boats, visiting military vessels, and fishing;

E. Park signage and appropriate plaques and monuments;

F. Rest rooms;

G. Fountains, gardens, and works of art;

H. Park service facilities, senior, day care and preschool facilities, small nature centers with not more than one classroom;

I. Film permits, temporary fairs, art exhibits, performing arts, concerts, cultural and historic exhibitions, regattas, athletic contests and tournaments, none of which require the erection of permanent structures;

J. Advertising in connection with sponsorship of events or facilities in the park, provided however all such facilities and uses are compatible with the particular park and are scheduled so that such events do not unreasonably impair the public use of the park or damage the park;

K. Programming partnerships with qualified federally tax exempt not-for-profit youth, adult, and senior cultural, conservation, and parks and recreation program providers;

L. Agreements with cable, internet, telephone, electric or similar service providers or utilities, so long as any installations are underground or do not adversely impact natural resources, or parks facilities and uses;

M. Campgrounds and limited overnight camping accommodations in cabins/lodges only for park patrons at Camp Matecumbe; and

N. Miami-Dade County Public Library System facilities providing library services to the public so long

as such library facilities are established within recreation facilities, are compatible within the surrounding park and do not unreasonably impair the public use of the park.

No park facilities, golf courses, or County lands acquired for preservation shall be converted to or used for non-park offices, purposes, or uses. The County, the municipalities, and agencies or groups receiving any public funding shall not expend any public money or provide any publicly funded services in kind to any project which does not comply with this Article. No building permit or certificate of occupancy shall be issued for any structure in violation of this Article. The restrictions applying to parks in this Article shall not apply to the Dade County Youth Fair site at Tamiami Park and to any expansion of Florida International University onto no more than 64 acres therein upon the relocation of the Miami-Dade County Fair & Exposition, Inc. No County funds shall be used for the University's expansion and for the required relocation of the Miami-Dade County Fair & Exposition, Inc. The restrictions applying to parks in this Article shall also not apply to Metro Zoo, Tamiami Stadium, Haulover Fishing Pier, the Dade County Auditorium, the Museum of Science, the Gold Coast Railroad Museum, Vizcaya Museum and Gardens, Trail Glade Range, the Orange Bowl, the Commodore Ralph Munroe Marine Stadium, the Seaquarium, Curtis Park track and stadium, Fairchild Tropical Gardens, the Miami-Dade County Regional Soccer Park on NW 58th Street, and mini and neighborhood parks except that no mini or neighborhood park may be leased or disposed of unless a majority of the residents residing in voting precincts any part of which is within 1 mile of the park authorize such sale or lease by majority vote in an election.

SECTION 7.03. **ENFORCEMENT AND CONSTRUCTION.**

All elections required by this Article shall be held either in conjunction with state primary or general elections or as part of bond issue elections. The provisions of this Article may be enforced by a citizen alleging a violation of this Article filed in the Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover costs as fixed by the Court. The provisions of this Article shall be liberally construed in favor of the preservation of all park lands, aquatic preserves, and preservation lands. If any provision of this Article shall be declared invalid it shall not affect the validity of the remaining provisions of this Article. This Article shall not be construed to illegally impair any previously

existing valid written contractual commitments or bids or bonded indebtedness.

SECTION 7.04. **JURISDICTION.**

Except as otherwise provided herein the provisions of this Article shall apply to all County and municipal parks, aquatic preserves, and lands acquired by the County for preservation now in existence or hereafter acquired, provided that if this Article was not favorably voted upon by a majority of the voters voting in any municipality at the time of the adoption of this Article the municipal parks of such municipality shall be excluded from the provisions of this Article.

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ARTICLE - 8

INITIATIVE, REFERENDUM, AND RECALL

SECTION 8.01. **INITIATIVE AND REFERENDUM.**

The electors of the county shall have the power to propose to the Board of County Commissioners passage or repeal of ordinances and to vote on the question if the Board refuses action, according to the following procedure:

1. The person proposing the exercise of this power shall submit the proposal, including proposed ballot language to the Clerk of the Circuit Court who shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire. A public hearing shall be held on the proposal at the next Board of County Commissioner meeting subsequent to the date the Clerk approves the petition as to form.
2. The person or persons circulating the petition shall, within 120 days of the approval of the form of the petition, obtain the valid signatures of voters in the county in numbers at least equal to four percent of the registered voters in the county on the day on which the petition is approved, according to the official records of the County Supervisor of Elections. In determining the sufficiency of the petition, no more than 25 percent of the valid signatures required shall come from voters registered in any single county commission district. Each signer of a petition shall place thereon, after his name, the date, and his place of residence or precinct number. Each person circulating a copy of the petition shall attach to it a sworn affidavit stating the number of signers and the fact that each signature was made in the presence of the circulator of the petition.
3. The signed petition shall be filed with the Board which shall within 30 days order a canvass of the signatures thereon to determine the sufficiency of the signatures. If the number of signatures is insufficient or the petition is deficient as to form or compliance

with this Section, the Board shall notify the person filing the petition that the petition is insufficient and has failed.

4. The Board may within 30 days after the date a sufficient petition is presented adopt the ordinance as submitted in an initiatory petition or repeal the ordinance referred to by a referendary petition. If the Board does not adopt or repeal the ordinance as provided above, then the proposal shall be placed on the ballot without further action of the Board.

5. If the proposal is submitted to the electors, the election shall be held either:

   (a) In the next scheduled county-wide election, or

   (b) If the petition contains the valid signatures in the county in numbers at least equal to eight percent of the registered voters in the county, the election shall take place on the first Tuesday after 120 days from certification of the petition. The result shall be determined by a majority vote of the electors voting on the proposal.

6. An ordinance proposed by initiatory petition or the repeal of an ordinance by referendary petition shall be effective on the day after the election, except that:

   (a) Any reduction or elimination of existing revenue or any increase in expenditures not provided for by the current budget or by existing bond issues shall not take effect until the beginning of the next succeeding fiscal year; and

   (b) Rights accumulated under an ordinance between the time a certified referendary petition against the ordinance is presented to the Board and the repeal of the ordinance by the voters, shall not be enforced against the county; and

   (c) Should two or more ordinances adopted at the same election have conflicting provisions, the one receiving the highest number of votes shall prevail as to those provisions.

7. An ordinance adopted by the electorate through initiatory proceedings shall not be amended or repealed by the Board for a period of one year after the election at which it was adopted, but

thereafter it may be amended or repealed like any other ordinance.

SECTION 8.02. **RECALL.**

Any member of the Board of County Commissioners, the Mayor, or the Property Appraiser may be removed from office by the electors of the county, district, or municipality by which he was chosen. The procedure on a recall petition shall be identical with that for an initiatory or referendary petition, except that:

1. The Clerk of the Circuit Court shall approve the form of the petition.
2. The person or persons circulating the petition must obtain signatures of electors of the county, district, or municipality concerned in numbers at least equal to four percent of the registered voters in the county district or municipality on the day on which the petition is approved, according to the official records of the County Supervisor of Elections.
3. The signed petition shall be filed with and canvassed and certified by the Clerk of the Circuit Court.
4. The Board of County Commissioners must provide for a recall election not less than 45 nor more than 90 days after the certification of the petition.
5. The question of recall shall be placed on the ballot in a manner that will give the elector a clear choice for or against the recall. The result shall be determined by a majority vote of the electors voting on the question.
6. If the majority is against recall the officer shall continue in office under the terms of his previous election. If the majority is for recall he shall, regardless of any defect in the recall petition, be deemed removed from office immediately.
7. No recall petition against such an officer shall be certified within one year after he takes office nor within one year after a recall petition against him is defeated.

ARTICLE - 9

GENERAL PROVISIONS

SECTION 9.01. **ABOLITION OF CERTAIN OFFICES AND TRANSFER OF FUNCTIONS.**

A. On May 1, 1958, the following offices are hereby abolished and the powers and functions of such offices are hereby transferred to the Mayor, who shall assume all the duties and functions of these offices required under the Constitution and general laws of this state: County Tax Collector, County Surveyor, County Purchasing Agent, and County Supervisor of Registration. The Mayor may delegate to a suitable person or persons the powers and functions of such offices.

B. In the event that other elective officers are abolished by the Board, the Board shall provide that any person duly elected to such office shall if he so desires remain in the same or similar position and receive the same salary for the remainder of the term for which he was elected, and shall provide for the continuation of all duties and functions of these offices required under the Constitution and general laws.

C. On November 9, 1966, the Office of Sheriff is hereby abolished and the powers and functions of such office are hereby transferred to the Mayor, who shall assume all the duties and functions of this office required under the Constitution and general laws of this state. The Mayor may delegate to a suitable person or persons the powers and functions of such office.

SECTION 9.02. **RESERVED.**

SECTION 9.03. **TORT LIABILITY.**

The county shall be liable in actions of tort to the same extent that municipalities in the State of Florida are liable in actions in tort. However, no suit shall be maintained against the county for damages to persons or property or for wrongful death arising out of any tort unless written notice of claim shall first have been given to the county in the manner and within the time provided by ordinance, except that the time fixed by ordinance for notice shall be not less than 30 days nor more than 120 days.

Note: *Waiver of County's tort immunity held unconstitutional in Kaulakis v. Boyd, Fla. 1962, 138 So.2d 505.*

SECTION 9.04. **SUPREMACY CLAUSE.**

A. This Charter and the ordinances adopted hereunder shall in cases of conflict supersede all municipal charters and ordinances, except as herein provided, and where authorized by the Constitution, shall in cases of conflict supersede all special and general laws of the state.

B. All other special and general laws and county ordinances and rules and regulations not inconsistent with this Charter shall continue in effect until they are superseded by ordinance adopted by the Board pursuant to this Charter and the Constitution.

SECTION 9.05. **EXISTING FRANCHISES, CONTRACTS, AND LICENSES.**

All lawful franchises, contracts, and licenses in force on the effective date of this Charter shall continue in effect until terminated or modified in accordance with their terms or in the manner provided by law or this Charter.

SECTION 9.06. **EFFECT OF THE CHARTER.**

A. This Charter shall be liberally construed in aid of its declared purpose, which is to establish effective home rule government in this county responsive to the people. If any Article, Section, subsection, sentence, clause, or provision of this Charter or the application thereof shall be held invalid for any reason, the remainder of the Charter and of any ordinances or regulations made thereunder shall remain in full force and effect.

B. Nothing in this Charter shall be construed to limit or restrict the power and jurisdiction of the Florida Railroad and Public Utilities Commission.

SECTION 9.07. **AMENDMENTS.**

A. Amendments to this Charter may be proposed by a resolution adopted by the Board of County Commissioners or by petition of electors numbering not less than ten percent of the total number of electors registered in Dade County at the time the petition is submitted. An initiative petition to amend this Charter shall be submitted, together with proposed ballot language, to the Clerk of the Circuit Court, who shall without delay approve as to form a petition for circulation in one or several copies as the proposer may desire. Initiatory petitions shall be certified in the manner required for initiatory petitions for an ordinance.

B. Amendments to this Charter may be proposed by initiatory petitions of electors. The Board of County Commissioners shall call a countywide election to be held

in conjunction with the next scheduled general election after the date that a certified petition is presented to the County Commission.

C. Amendments to this Charter may be proposed by the Board of County Commissioners at any time. Elections on charter amendments proposed by the Board shall be held in conjunction with the next scheduled general election after the Board adopts a resolution proposing any amendment.

D. The result of all elections on charter amendments shall be determined by a majority of the electors voting on the proposed amendment.

SECTION 9.08. **REVISIONS**.

At least once in every 5 year period the Board shall review the Charter and determine whether or not there is a need for revision. If the Board determines that a revision is needed, it shall establish a procedure for the preparation of a proposed revision of the Charter. The proposed revision shall then be presented to the Board for review, modification and approval. If the Board approves such proposed revision, either with or without modification, it shall present such proposed revision to the electorate in accordance with the provisions of Section 9.07 (C) and (D). Simultaneous elections may be held on a proposed revision and on individual amendments that are proposed.

SECTION 9.09. **EFFECTIVE DATE.**

This Charter shall become effective 60 days after it is ratified by a majority of the qualified electors of the county voting on the Charter.

SECTION 9.10. **COMMISSION AUDITOR.**

There is hereby created and established the Office of the Commission Auditor. The Commission Auditor, who shall be a certified public accountant, will be selected by the County Commission and shall report directly to the County Commission. The County Commission shall provide by ordinance for the specific functions and responsibilities of the Commission Auditor, which shall include but not be limited to providing the Commission with independent budgetary, audit, management, revenue forecasting, and fiscal analyses of commission policies, and county services and contracts.

ARTICLE - 10

NAME OF COUNTY

SECTION 10.01. **NAME OF COUNTY.**

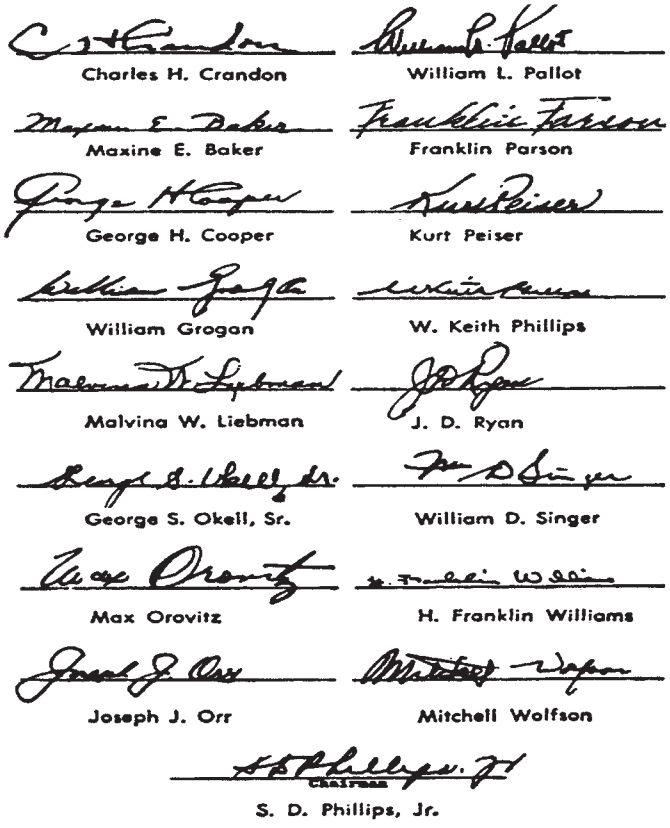
A. The name of Dade County shall officially be changed to Miami-Dade County and all references to Dade County in the Florida Constitution, Florida Statutes, Code of Metropolitan Dade County, federal law, case law and other legal documents, shall be deemed to be references to Miami-Dade County.

B. The Commission shall by ordinance provide a method to implement the official name change.

Note: *Miami-Dade County Ordinance 97-212. This ordinance is codified in Section 1-4.2 in the Code of Ordinances and is recorded in the Official Records of Miami-Dade County, Florida at Book 17968, Page 0498.*

SIGNERS OF METROPOLITAN CHARTER
BOOK 182 PAGE 691

The Metropolitan Charter Board of Dade County, Florida, hereby delivers to E.B. Leatherman as Clerk of the Circuit Court of Dade County, Florida, the foregoing proposed Charter for Dade County, and certifies that it has been prepared by the Metropolitan Charter Board pursuant to Chapter 31420, Laws of Florida, Acts of 1956 Extraordinary Session.



April 15, 1957

ORIGINAL CERTIFICATION OF CHARTER BOARD

April 15, 1957

APPENDIX G – DEVELOPMENT RIDER

This Development Rider is attached to and hereby made a part of the Programming Partnership License, Development and Operating Agreement (Agreement) and shall govern the development and construction of the Center at AD Barnes Park (the "Project"). Words and phrases used in this Development Rider shall have the same meaning as in the Agreement unless specifically provided otherwise. If there is any conflict between the provisions of this Development Rider and the provisions of the terms and conditions of the Agreement during the development phase, the terms and conditions of the Development Rider will prevail.

The Licensee shall maintain all files, records, accounts of expenditures for the Project and improvements, including improvements performed by Licensee's Subcontractor's, in a local office within Miami-Dade County. The County shall have access to such records as provided in the Agreement.

DESIGN CRITERIA PACKAGE

The Licensee shall provide Turn-Key designs, development, and management for the Project:

The Project built shall be in compliance with all applicable building codes (including Florida Building Code Chapter 11 ADA), this Development Rider, and Licensee shall obtain all necessary permits and approvals. Community Action and Human Services (CAHSD) approval of the design and plans must be obtained prior to submission to the applicable building and/or zoning department.

PROJECT MANAGEMENT FEE

A Project Manager shall be assigned by CAHSD to represent Miami-Dade County during the development phase. The Project Manager shall monitor compliance with the terms and conditions of the Development Rider; coordinate reviews; provide comments and approvals; attend design phase and construction meetings; perform periodic site visits/reviews to monitor compliance with the Scope of Services and schedule during the design and construction of the Project.

The Operator shall remit to the County a fee for the Project Management (PM). The PM shall retain the right to bill for services rendered as detailed above, to the amount, not to exceed one and one-half percent (1.5%) of the total proposed construction cost.

For purposes of this Development Rider, the total development cost shall include the cost of the Work including all fees and costs for registered and licensed Design Professionals, geotechnical testing, asbestos testing, asbestos abatement, surveyors, contractors, subcontractors, materialmen, testing and material, archeological testing, and archeologist to monitor and produce reports as required.

BONDING REQUIREMENTS

The Licensee shall duly execute and deliver to the County at 111 N.W. 1st Street, Suite 1300, Miami, FL, cc: Jason Edelstein, a Payment and Performance Bond (Bond) in accordance with all of the requirements of section 255.05, Florida Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Licensee as beneficiaries thereof, as joint obligees. The payment and performance bond shall be equal to 100% of any construction Work, and the Licensee shall obtain same within 30 Days of receiving a Notice to Proceed issued by the County and no less than 10 days prior to commencing any work, at the Licensee's own expense. The Bond shall be in the form of a Performance and Payment Bond and shall remain in effect until the Licensee receives a Certificate of Occupancy for the Food Service Operation. The Bond may be in the form of a Surety Bond written through a surety bond agency, rated as to Management and Strength as set forth below.

The following specifications shall apply to the bond required above:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII

Over 10,000,000 A IX

2. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   Providing evidence that the surety has twice the minimum surplus and capital required by the following:

   - Florida Insurance Code at the time the issued proposal is submitted; and
   - Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
   - Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

3. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

4. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

5. In lieu of a Performance Bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and as long as the funds are being held by Miami-Dade County.

6. The attorney-in-fact or other officer who signs a bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The bond must be countersigned by the surety's resident Florida Agent. The Licensee may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the Work in strict accordance with this Agreement and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified; the said bond shall be so worded as to make Lease Agreement a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said bond and Agreement to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

7. If a Surety Bond was furnished, the Licensee shall deliver to CAHSD's Project Manager the written consent of the Licensee's surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.

8. If a Cash Bond was furnished, CAHSD's Project Manager will examine the conditions relating to the delay, also the amount and nature of the work remaining to be completed and his decision will determine whether partial payments will continue to be made or withheld. The validity of the Bond shall in no way be affected regardless of which course of action is taken.

9. Irrevocable Letter of Credit - The Licensee may substitute the Performance, Warranty, and/or Payment Bond(s) with an Irrevocable Letter of Credit that otherwise satisfies the provisions of this section with respect to timing, amount and the beneficiary thereof. Irrevocable Letter(s) of Credit shall be in the form as approved by Miami-Dade County. Said Irrevocable Letter(s) of Credit shall be drawn on a financial institution, which is federally insured and authorized to do business in the State of Florida. Provisions of the Irrevocable Letter(s) of Credit shall not limit, in any way, any liability of the Licensee to Miami-Dade County in the performance of the Work.

Licensee shall not allow any mechanics liens or materialman's liens, or liens, judgments, or encumbrances of any kind to be placed on, or to cloud title of, the County's fee simple interest in the Project, including land underlying same, and shall promptly take all steps required to promptly remove or otherwise resolve all such encumbrances.

INDEMNIFICATION

Licensee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or

resulting only from the Licensee's negligence or the negligence of its employees, agents, servants, partners principals or subcontractors. Licensee shall only pay claims and losses in connection with its negligence only and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County arising from its own negligence, and not for the County's alleged negligence, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Licensee.

INSURANCE REQUIREMENTS FOR DESIGN & CONSTRUCTION

Licensee ***(and/or any sub-contractors providing design and construction services in relation to this Agreement)*** are to procure and maintain the following insurance coverage's throughout the course of site preparation and construction and shall require all subcontractors providing Work in relation to this Agreement to carry any and all insurance coverage that adequately covers each subcontractor's exposure based on the type of Work they are providing in connection with the site preparation and facility construction until the Project is accepted by the County.

REPORTS

Licensee shall submit monthly written reports to CAHSD of the progress with respect to development and construction of the Project until completion.

TIME OF THE ESSENCE

The timely completion of all activities set forth below, and the milestones set forth in the Development Schedule for each phase is of the essence, subject to force majeure.

Development Schedule

The schedule below denotes anticipated timeframes but can be amended as needed and agreed to by all parties:

Phase	Timeframe
Program Phase Development	1 Months
Review & Approval - Program Phase	1 Months
Schematic Phase Development	2 Months
Review & Approval - Schematic Phase	1 Months
Develop 50% Design/Construction Documents	2 Months
Review & Approval - 50% Design Phase	1 Month
Develop 100% Design/Construction Documents	4 Months
Review & Approval - 100% Design/Construction	1Months
Permitting Phase	6 Months
Construction Phase	18 Months

SITE CONDITIONS

The Licensee accepts complete responsibility for all conditions encountered at the Park, including, without limitation unforeseen site conditions, archeological findings, subsurface or otherwise concealed physical conditions which differ materially from those indicated or assumed in any of the construction plans, unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in the type of construction involved in the Project, and any dewatering activities necessary to construct the Project. The Licensee shall be responsible for the removal or relocation of man-made obstructions, abandoned foundations, utilities, and natural obstructions required for the completion of the Project. The Licensee shall also be responsible for any and all site conditions, including environmental conditions, caused, disturbed, or exacerbated by the construction, and agrees to be responsible for and pay for all environmental remediation work that is required to be performed resulting from the construction of the

Project. The Licensee shall be responsible for and pay for any archeological testing, monitoring and reports required, and incur the cost of any delay in construction due to archeological finding. The Licensee further agrees not to initiate any claims or suits against the County relating to any site condition, including environmental conditions, and to indemnify, defend and hold harmless the County from and against any claims arising from an environmental condition caused or exacerbated by the Licensee in the construction of the Project.

Notice of Discharge to County:
In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any hazardous material on or about the Demised Premises in connection with Licensee's operation thereon; or (ii) any written environmental claim affecting Licensee from any person or entity resulting from Licensee's use on or about the Demised Premises, then Licensee shall immediately notify Lessor orally within twenty-four (24) hours and in writing within three (3) days of said notice. If the County is reasonably satisfied that Licensee is not promptly commencing the response to either of such events, then County shall have the right but not the obligation to enter onto the Demised Premises or to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such hazardous material or environmental claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any hazardous material or an environmental claim pertaining to the Demised Premises, which if true, could result in an order, suit or other action against the County. If Licensee is unable to resolve such action in a manner which results in no liability on the part of County.

With regard to any reporting obligation arising out of Licensee's operations or during the Agreement, Licensee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Regulatory and Economic Resources, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to County.

Within sixty (60) days of execution of this Agreement, Licensee shall submit to County an emergency action plan/contingency plan setting forth in detail Licensee's procedures for responding to spills, releases, or discharges of hazardous materials. The emergency action plan/contingency plan shall identify Licensee's emergency response coordinator and Licensee's emergency response contractor.

SITE ACCESS
At the time the Licensee is authorized by the County to take control of the site and enter for the purpose of commencing construction, the Licensee shall be provided access over only that site. At the time the Licensee is authorized by the County to commence construction, the Licensee shall be granted access to the site and shall be required to coordinate with the County as to the schedule for commencement, duration and location of any construction, staging and mobilization areas outside of the site needed to complete the required work. All construction areas shall be covered during the development phase by the bonds and insurances required under this Development Rider.

SELECTING A DESIGN PROFESSIONAL
The Licensee desires to, and has agreed, to retain a professional architect, engineer and/or surveyor (Design Professional) to provide design, architectural, engineering, and/or surveying services (Professional Services) for the development of the site. In selecting and contracting with one or more Design Professionals to provide Professional Services to the Project, the Licensee understands it must comply, and agrees to comply, with Section 2-10.4.01 of the Code of Miami-Dade County, Florida (known as the Community Business Enterprise or CBE Program). As such, prior to contracting with any Design Professional for Professional Services, the Licensee agrees to consult with the Review Committee in the County's Internal Services Department's Small Business Development's Division (ISD) in order to determine whether CBE goals and/or measures are appropriate and, if so, what those goals and/or measures will be. The Licensee must comply with the CBE goals and/or measures established by the County's Review Committee. The Licensee shall enter into written agreements with the Design Professionals providing services for the Project, which agreements shall incorporate, and be consistent with, all of the terms and conditions of the Agreement and be subject to review and approval by the County prior to their execution.

All fees, costs, reimbursements and/or other monies paid to Design Professionals for Professional Services shall be paid solely by the Licensee. In no event shall the County be obligated to pay for or reimburse the Licensee and/or any Design Professional for any Professional Services rendered.

COUNTY RESILLIENCY REQUIREMENTS
1. Sustainable Buildings Program and Other Required Best Green Practices (as applicable)
   - The Sustainable Buildings Program (SBP) was created by the Sustainable Buildings Program Ordinance (07-65) on May 8, 2007. Sections 9-71 through 9-75 of the Code, together with Implementing Order 8-8 (IO 8-8), as thereafter amended, constitute the "Sustainable Buildings Program." If there are any conflicts between the provisions set forth herein and the Sustainable Buildings Program legislation, the Sustainable Buildings Program legislation shall prevail.

- The primary methods for complying with the SBP are the LEED standard

- For building projects and (per Resolution No. R-617-17) the Envision standard for infrastructure projects. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing the formal certification processes: a) LEED for building projects and b) Envision for infrastructure projects. A comparable third-party certification can be used if approved by Miami-Dade County Office of Resilience.

- Additional green building requirements that the project must comply with include Cool Roofs (Resolution No. R-1103-10 and Resolution No. R-54-18): All County-owned or -operated facilities, including those subjects to the SBP, as well as public and affordable housing projects, must comply with the "cool roof" requirement. For these qualifying projects, all new construction, roofing maintenance, and re-roofing work where the surface material is being replaced must utilize highly reflective and emissive materials that remain significantly cooler than traditional materials. "Cool roof" materials must meet the standards for solar reflectance and thermal emittance as determined by the Cool Roof Rating Council (CRRC-1) Product Rating Program and shall be labeled and certified by the manufacturer.

- Solar Hot Water and Solar Photovoltaic Feasibility Evaluation (Resolution No. R-303-17): proposer shall evaluate the feasibility of using solar hot water and solar photovoltaic installations to generate electricity. This evaluation, at a minimum, must include a preliminary analysis of the following: the estimated cost of installation and maintenance; available area where solar photovoltaic and solar hot water systems could be placed; the amount of electricity and hot water that are being used by the County onsite; and the opportunity to net-meter the output. The study shall also identify different funding options and creative low-interest financing opportunities using the County's own property and rooftops.

- Benchmarking Energy and Water Use and use of Energy Star Certified products when available (Resolution No. R-228-09, Resolution No. R-918-12, and Resolution No. R-795-12): All County buildings and projects, once occupied/functional, must continuously benchmark and track whole-building energy and water consumption using EnergyCAP, the County's utility billing management system software platform. This data must also be transmitted, via EnergyCAP or manual upload, to the free federal benchmarking tool known as EnergyStar Portfolio Manager.

- Electric Vehicle (EV) Charging Stations (Ordinance No. 19-17): proposer shall meet the zoning requirements outlined in Ordinance No. 19-17 for both community and County projects in the Unincorporated Miami-Dade County Service Area (UMSA) that involve parking or parking facilities for both parking spaces with charging equipment for electric vehicles and EV-ready parking spaces. In addition, per Resolution No. R-1101-15 and recommendations in the associated report titled "Plan to Install Electric Vehicle Charging Stations to Serve the General Public," new parking structures and surface lots shall have a 2% minimum number of parking spaces to be EV ready, meaning electrical capacity and other infrastructure (dedicated circuits, conduit, wire, electric panels) shall be in place to facilitate installation of charging stations when demand increases.

- Life Cycle Cost Analysis (LCCA) (County Administrative Order AO 11-3): Life Cycle Cost Analysis (LCCA) of specific equipment, such as light bulbs and air conditioning units, for the County Project is required.

- Sea Level Rise (Resolution No. R-451-14 and Ordinance No. 14-79): All County building and infrastructure projects that come before the Board of County Commissioners must consider sea level rise during all project phases including but not limited to planning, design, and construction in order to ensure the project will function properly for 50 years or the design life of the project, whichever is longer. All projects must be designed relative to the most recent regional sea level rise projections from the Southeast Florida Climate Change Compact. The sea level rise projection chosen should be aligned with the criticality and expected lifespan of the asset in question. As stated in the guidance document, more critical assets such as bridges, evacuation routes, electrical equipment, should be designed relative to a more conservative sea level rise projection.

- Additionally, all agenda items that go before the Board of County Commissioners must include a statement that the impact of sea level rise has been considered for the project in question.

2. Sustainable Design: Pertains to environmental performance of building elements and strategies, seeks to reduce negative impacts on the environment, and the health and comfort of building occupants, thereby improving building performance. The basic objectives of sustainability are to reduce consumption of non-renewable resources, minimize waste, and create healthy, productive environments.

a. Sustainable design principles include the ability to:
a) optimize site potential; and
b) minimize non-renewable energy consumption; and
c) use environmentally preferable products; and
d) protect and conserve water; and
e) enhance indoor environmental quality; and
f) optimize operational and maintenance practices.

b. Utilizing a sustainable design philosophy encourages decisions at each phase of the design process that will reduce negative impacts on the environment and the health of the occupants, without compromising the bottom line. It is an integrated, holistic approach that encourages compromise and tradeoffs. Such an integrated approach positively impacts all phases of a building's life cycle, including design, construction, operation, maintenance and decommissioning.

c. MDPROS is committed to incorporating principles of sustainable design and energy efficiency into this project to obtain an optimal balance of cost, environmental, societal and human benefits while meeting the mission and function of the intended facility. It is the intent of this contract that the D/B contractor incorporate sustainable design into the proposed design and construction process wherever possible and as seamlessly as possible.

d. The certification goal set for this project is to attain a minimum level of LEED "Silver" or higher-level rating under the LEED-NC Rating System as prescribed by the U.S. Green Building Council's LEED Rating System.

OTHER PROGRAMS

Licensee shall comply, and shall cause its contractor, architect/design professionals, and all subcontractors, sub-consultants, sub-Licensees and licensees to comply, with the County's Small Business Enterprise ("SBE") Programs including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, Residents First Training and Employment, and First Source Hiring Programs, as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-1701 and 2-11.17 of the Code of Miami-Dade County, Florida ("Code"), and the Employ Miami-Dade Program Administrative Order No. 3-63. Prior to advertisement and entering into any design or construction contract for the Project, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, the Licensee shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department ("SBD") for a determination and recommendation to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD ("Applicable Measures"). Licensee shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities. Licensee shall incorporate in all design and development contracts the prompt payment provisions contained in the Code with respect to SBE entities. Licensee agrees to include in construction contracts a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. Licensee shall require that its contractor(s) shall, at a minimum, use SBD's hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the Project, and any Project enhancements. Licensee shall comply with the SBE requirements during all phases of construction of the Project. Licensee shall require its contractor(s) to include Responsible Wages, and Workforce Programs requirements in all subcontractor agreements. Should the Licensee fail to comply with any of the SBE requirements, Licensee shall be obligated to make up such deficit in future phases of construction of the Project, and/or pay the applicable monetary penalty pursuant to the Code.

CONFORMITY OF PLANS

Preliminary plans and construction plans and all work by Licensee with respect to the Demised Premises and to Licensee's construction of thereon shall be in conformity with the Agreement, the design criteria package, applicable building codes, and all other applicable federal, state, county and local laws and regulations, including applicable provisions of Article 7 of the Miami-Dade County Home Rule Amendment and Charter.

LICENSEE'S OBLIGATIONS

CAHSD'S approval of any concept plans pursuant to this subsection shall not relieve Licensee of its obligations under law to file such plans with any department of the County, or any other governmental authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain issuance of such permits. The County agrees to cooperate with Licensee in connection with the obtaining of such approvals and permits. Licensee acknowledges that any approval given by Lessor, shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or in compliance with any laws or ordinances, codes or other applicable regulations, and no such approval shall impose any liability upon the County. Licensee shall include a provision

in each Leasehold Mortgage which will vest the County with all rights, title and interest in the construction plans and specifications financed thereby, should an Event of Default occur, and the affected Leasehold Mortgagee does not elect to complete and/or construct the Project.

DEVELOPMENT PHASE

Licensee shall have the right to develop the site and to perform construction in connection with such development, subject to the terms and conditions of the Agreement and this Development Rider.

1) Design Phase:

The Licensee, at its cost, shall prepare and deliver to CAHSD a schedule; a total development cost estimate; and three (3) sets of schematic design plans and a computer-aided design and drafting (CADD) file in compliance with the CAD Standards, Survey Standards, PDF, and CD-DVD Requirements referenced in this Development Rider for the construction of the Project prepared by an architect and/or engineer licensed to practice in the State of Florida, and outline specifications comprising the schematic design plans for the Project. The schematic design plans shall be delivered to CAHSD no later than four (4) weeks from the Agreement Effective Date.

Within 14 Days after CAHSD receives schematic design plans, the CAHSD shall either approve of them or deliver to Licensee specific corrective comments. CAHSD shall not be unreasonable in exercising its approval rights hereunder.

2) Design Plans; CAHSD Review and Approval Process:

(A) Licensee shall submit design and construction documents to CAHSD for review, coordination, and approval at the different stages of the Project. For each submittal, Licensee shall submit three (3) full-sized or half-sized sets of prints and an electronic copy with the date clearly noted.

(B) At 15% of the overall design completion of the Project, Licensee shall submit conceptual site layouts and plans, sections, and elevations to CAHSD for review in conformity with applicable building codes, federal, state, county and local laws and regulations.

(C) At 85% design completion of the Project, Licensee shall submit drawings, conceptual site layouts and plans, sections, elevations and pertinent documentation to CAHSD for review.

(D) At 100% design completion of the Project, Licensee shall submit to CAHSD the Final Design Plans. CAHSD shall review these plans to ensure that all previous CAHSD comments to which the parties have agreed have been incorporated therein. However, Licensee may request reconsideration of any comments made by CAHSD.

(E) Upon receipt of each of the above-mentioned submittals, CAHSD shall review same and shall, within thirty (30) days after receipt thereof, advise Licensee in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Licensee shall, within thirty (30) Days after the date Licensee receives such disapproval, make those changes necessary to meet CAHSD's stated grounds for disapproval or request reconsideration of such comments. Within thirty (30) business days of CAHSD's response to such request for reconsideration, Licensee shall, if necessary, resubmit such altered plans to CAHSD. Any resubmission shall be subject to review and approval by CAHSD, in accordance with the procedure herein above provided for an original submission, until the same shall receive final approval by CAHSD. CAHSD and Licensee shall in good faith attempt to resolve any disputes concerning the plans in an expeditious manner.

(F) Upon the approval of the Final Plans for the Project, such design shall be the construction plan for the Project. CAHSD approval shall be in writing and each party shall have a set of plans signed by all parties as approved. In the event any change occurs after approval of the Final Plan, then Licensee must resubmit the changed portion of the construction plans for CAHSD's reasonable approval (unless the change is required by another Miami-Dade County department as part of the permitting process).

3) Final Plans:

Licensee shall give the County final site and elevation plans prior to submittal for the building permits. All Construction Plans must be in conformity with the Final Design Plans approved by CAHSD and the procedure described above in this Agreement.

The Licensee, at its cost, shall prepare and deliver to CAHSD a schedule; a total development cost estimate; and three (3) sets of Final Plans and a computer-aided design and drafting (CADD) file in compliance with the Department's CAD Standards, Survey Standards,

PDF, and CD-DVD Requirements referenced in this Development Rider for the construction of this Project. Items noted above must be prepared by an architect and/or engineer licensed to practice in the State of Florida, and specifications comprising the Final Plans for the Project. The Final Plans must be consistent with the approved concept plans.

The Final Plans shall show without limitation any/all work to be performed in the field, including site plans; architectural, structural, mechanical, electrical, landscape and plumbing plans; preliminary grading and drainage plans; soil tests; utilities, sewer and service connections; vehicular and pedestrian traffic circulation plans including locations of ingress and egress, curbs, gutters and parkways; lighting; locations for outdoor signs; storage areas; and completed technical specifications; all sufficient to enable the CAHSD to make an informed judgment about the schedule, estimate, design and quality of construction and about any effect the Project shall have, hereinafter referred to as Final Plans. Additionally, such Final Plans shall be in strict adherence to applicable law. The Licensee shall also be responsible for all off-site improvements required to accomplish the construction and occupancy of the Project, including utilities and infrastructure needs. The Project shall be aesthetically and functionally compatible with the setting of the Park.

Within 21 Days after CAHSD receives Final Plans, CAHSD shall either approve of them or deliver to Licensee specific corrective comments. CAHSD shall not be unreasonable in exercising its approval rights hereunder.

The Licensee shall resolve all comments and requests for modifications by CAHSD to the Final Plans and obtain written approval from the CAHSD prior to submitting the Final Plans to the regulatory agencies for permitting. If the parties are unable to resolve any objections by CAHSD to the Final Plans within 60 Days after Licensee has received CAHSD's comments, then CAHSD shall have the right to terminate the option of Licensee to construct the Project, as applicable, in accordance with such Final Plans. The Licensee may thereafter submit new plans for the review and approval of the County.

The approved Final Plans and all associated addenda and attachments shall be incorporated into the Agreement by reference.

4) Permits:

When the Licensee receives the County's written approval of the Final Plans, Licensee shall immediately commence seeking from all regulatory agencies having jurisdiction over the Park and the Project all such required permits. Licensee shall exercise due diligence in processing and procuring such permits.

The Licensee shall keep the PM informed of the progress during the permitting phase and coordinate with CAHSD to ensure that permitting requirements are acceptable to CAHSD when said requirements will materially modify the work or aesthetics of the Project or its location within the Park. The Final Plans shall not be materially changed and/or modified without the CAHSD's approval, which approval shall not be unreasonably withheld or delayed. CAHSD's approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications may be required.

Subject to the timing requirements contained in the next paragraph, the obtaining of such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for such appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has final determinations.

If Licensee is unable to obtain such permits within 180 Days from the date Licensee receives the County's approval of the Final Plans, the County shall have the right to terminate the Agreement upon notice to the Licensee pursuant to the termination terms in the Agreement. The County shall have the right, in its sole discretion, to extend the time within which Licensee must obtain such permits. However, the County shall be under no obligation to grant said extensions of time.

Within 10 Days from the date that the Licensee obtains all permits, the Licensee shall submit copies of all permits to the County.

SELECTING A DESIGN PROFESSIONAL AND CONTRACTOR AND AWARDING A CONTRACT

The Licensee shall enter into written agreements with the architects, engineers, and contractor(s) providing construction services for the Project, which agreements shall incorporate, and be consistent with, all of the terms and conditions of this Agreement and be subject to review and approval by the County prior to their execution.

The Licensee shall comply with the County's Ordinances, Resolutions and Code requirements that are applicable to the Project as a condition of awarding the architectural and engineering services contract and the construction contract(s) and this Agreement shall be incorporated into constructional such contracts and all terms in all such contracts shall be consistent with the Agreement.

If any of the funding sources to be used to pay for services covered by the provisions of section 287.055, Florida Statutes are County funds, including but not limited to, Building Better Communities General Obligation Bond Program funds, then the Licensee shall competitively select its architects, engineers, and surveyors in accordance with the qualifications-based competitive process set forth in and as required by section 287.055, Florida Statutes.

Prior to competitively selecting any contractor, the Licensee shall obtain, and the contractor shall meet Community Small Business Enterprise (CSBE) goals established by the County's Review Committee under the County's CSBE Program, as enacted under the County's Ordinance 97-52, as amended, and codified in Section 10-33.02 of the County Code; and Administrative Order 3-22, as amended. The Licensee shall cause the contractor to comply with the County's Resolution No. R-138-10, which mandates that the work of CSBE firms be identified in the Schedule of Values (SOV); and the requirements of Resolution No. R-1386-09 pertaining to sub-contracting. The Licensee shall submit its Schedule of Intent (SOI) for approval prior to commencing construction and comply with the reporting requirements of the CSBE Program. For purposes of the Lease Agreement, SOV is defined as a detailed breakdown of each lump sum bid item in the bid form indicating a complete breakdown of labor and material for all categories of work - shall include such items as building permit, mobilization, insurance, contractor administration, supervision, etc. The SOV shall be used as the basis to determine monthly progress payments. For purposes of the Agreement, the SOI is defined as a listing of all Small Business Enterprise (SBE") sub-contractors that will be utilized for work on the Project (form SBD 400).

The Licensee shall obtain, and the contractor shall meet Community Workforce Program (CWP) goals established by the County's Review Committee under the County's CWP, as enacted under Ordinance 03-01 and 03-27, if applicable.

The Licensee shall not discriminate against any employee or applicant for employment in the performance of the work with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All construction contracts/subcontracts shall include the above non-discrimination provisions.

The Licensee shall cause the contractor to comply with the requirements of the Ordinance and Code required affidavits and shall submit the executed documents to the PM for review and approval prior to awarding a contract.

Within ten (10) Days from the date that the Licensee obtains all permits, the Licensee shall submit copies of all permits, cost estimate, proof of compliance with the contractor selection process, SOI, SOV, and schedule indicating start and completion dates, major milestones regarding construction of the Project and constraints. Within 30 Days after the County receives copies of all permits, proof of compliance with the contractor selection process, SOI, SOV, and project schedule, the County shall either approve them or deliver to the Licensee specific written corrective comments. The County shall not be unreasonable in exercising their approval rights hereunder. If corrective comments are issued as provided above, then once all comments have been satisfactorily addressed by the Licensee, the County shall issue a Notice-to-Proceed - 1 (NTP-1) to the Licensee.

The contractor shall have fifteen (15) Days from the date of the NTP-1 to submit all required insurances and bonds to the Department prior to commencing construction. Within fifteen (15) Days after the County receives the required insurance and bonds, the County shall either approve them or deliver to the Licensee specific written corrective comments. Once the County reviews and approves the insurances and bonds it will issue a Notice-to-Proceed – 2 (NTP-2) to the Licensee.

The Licensee shall schedule a pre-construction meeting with the PM prior to mobilization. The pre-construction meeting shall serve to review and discuss the upcoming construction activities and any forthcoming impact to Park operations. Upon agreement by the PM to all construction work activities and the associated logistics and timing, the County will issue the Authorization to Occupy the Site. Upon issuance of the Authorization to Occupy the site, the County shall release the Demised Premises to the Licensee.

The Licensee shall, without delay, pursue commencement of construction and diligently pursue completion thereof, subject to force majeure. The construction of the Food Service Operation, as applicable shall be in accordance with the approved Final Plans and shall be completed within 6 months of the date of the NTP-2 for construction.

PRE-CONSTRUCTION REQUIREMENTS

Prior to construction:

(A) Licensee shall submit the preliminary plans of the Project at the appropriate stage of the Project; and

(B) The drawings and calculations shall have sufficient detail to allow both Miami-Dade County Parks Recreation and Open Spaces (PROS) and CAHSD to determine if such activities are likely to impact the Park and the extent of that impact, if any. The drawings and calculations shall include, if applicable, but not be limited to, the following:

(i) Site plan; and
(ii) Drainage area maps and calculations; and
(iii) Sheeting and shoring drawings and calculations; and
(iv) Architectural drawings; and
(v) Sections showing foundations in relation to site structures; and
(vi) Structural drawings; and
(vii) Pertinent drawings detailing possible impacts on the Park; and
(viii) Geotechnical reports; and
(ix) Settlement monitoring, mitigation, and remediation plan; and
(x) Proposed sequence of activities.

Licensee shall submit three (3) sets, full-sized or half-sized print copies and an electronic copy of all such plans, drawings and calculations.

Any such proposed construction, excavation, demolition, restoration, testing or staging may commence only after both PROS and CAHSD has completed its review and the PROS and CAHSD Director or designee has both issued written approval of the plans, drawings, and calculations.

Plans, drawings and calculations shall be reviewed within a reasonable period of time; however, such review periods may depend upon the volume, complexity and potential impact to the Park. Lessor reserves the right at all times to disapprove of plans, drawings and calculations in whole or in part if Lessor, in its sole discretion, determines that operations or facilities may be unacceptably impacted and/or to request additional information. If the County, in its sole discretion, determines that activities undertaken or authorized by the Licensee, or planned to be undertaken or authorized by the Licensee, may impact the Park, facilities or operations, the County may require the Licensee to submit a plan to monitor, mitigate and remediate any such impacts. The plan must be approved by the County in writing prior to the commencement of any such activities. If directed by the County, the Licensee must immediately mitigate all such impacts as specified by the County and Licensee shall immediately remediate all damage or impacts caused by activities performed or authorized by the Licensee, to the satisfaction of the County, at Licensee's sole expense. Additionally, the County shall have the right to slow or stop any activities that the County, in its sole discretion, determines to be potentially hazardous to the Park, facilities, and/or operations or to Miami-Dade County employees, patrons or to the public. The County shall not incur any expense as a result of such actions.

ART IN PUBLIC PLACES. The design and construction of the Center is subject to the Art in Public Places ("APP") provisions in Section 2.11.15 of the Miami-Dade County Code and Administrative Order 3-11, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual"). Licensee shall transmit 1.5% of the costs for all design and construction (as outlined in the Procedures Manual) of the Center to the Department of Cultural Affairs for the implementation of the APP program. Licensee is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
http://www.miamidade.gov/ao/home.asp?Process=alphalist
http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf (Exhibit C)]

CONSTRUCTION PHASE

The Licensee shall be responsible for the construction of the Project, as applicable, substantially in accordance with the approved Final Plans; the quality and workmanship shall meet or exceed the specifications; and the work shall comply with all applicable regulatory permits, authorizations and laws. The construction shall not be materially changed without the PM's approval, which approval shall not be unreasonably withheld or delayed. Such approval shall not be deemed as a substitute for approval from any agency which issues permits and whose approval of modifications is required.

1. All construction shall be performed by licensed contractors and subcontractors approved by the County, such approval shall not to be unreasonably withheld. If not approved within 15 days, the County waives their approval rights. The Licensee

shall provide the County with a true copy of its contract with the general contractor showing a breakdown of costs and including all the requisite insurance and bonding criteria. Such contract shall give the County the right, but not the obligation, to assume the general contractor's obligations and rights, if the general contractor should default thereunder.

2. During the construction phase, the PM shall attend weekly construction meetings, as needed, and periodically visit the site to review the progress of construction to ensure adequate performance and conformity with the approved Final Plans. The Capital Project Manager shall review all shop drawing submittals for conformance with the Final Plans.

3. Any limitations of ingress/egress to the Park must be approved in writing by the County.

4. In addition to the regular weekly construction meetings, the general contractor shall schedule and coordinate a pre-construction meeting, a 50% progress meeting, a 75% progress meeting and a 100% substantial completion walk-thru meeting with the PM.

5. The PM shall provide input to the construction punch-list items and shall coordinate with the general contractor and Licensee for the final acceptance of the Project once all Work has been completed and all permits have been approved and closed by all regulatory agencies having jurisdiction.

6. Upon completion of construction of the Project, as applicable, Licensee shall, at its cost, obtain a survey of the Project, as applicable and surrounding impacted areas and deliver said survey to CAHSD, along with one copy of the as built drawings and a CAD file in compliance with the CAD Standards, Survey Standards, PDF, and CD-DVD Requirements referenced in this Development Rider, accurately reflecting the constructed Project, as applicable, its supporting infrastructure, and off-site improvements at the Park. A new Appendix, based on the as-built information showing the exact location of the Project, as applicable at the Park shall be incorporated into the Agreement provided by the Licensee to the County. In addition, the Licensee shall, at its cost, obtain and provide to the PM all warranties and operational and maintenance manuals for the Project.

7. The warranty period warrants the work to be free from faulty materials and workmanship for a period of not less than one (1) year from the date of final acceptance. Within 30 Days after the one (1) year warranty period, the Licensee shall schedule a walk-thru of the Project with the PM and general contractor, to inspect all construction systems and ensure its intended functionality and life expectancy. After the warranty inspection is completed with satisfactory results as determined by the PM, the close-out period is concluded except as provided for under Florida Statue 95.11 (3) (c).

The Final Plans shall not be materially changed and/or modified without the County's approval, which approval shall not be unreasonably withheld or delayed, subject to force majeure. The County's approval shall not be deemed as a substitute for approval from any regulatory agency which issues permits and whose approval of modifications may be required. All requests for changes shall be coordinated through the PM. The PM will be provided sufficient notice and information (impact to scope, budget, schedule, materials; performance, etc.) to provide timely responses. Licensee will allow unobstructed inspection by the PM to determine compliance with the approved plans and specifications throughout construction. The Licensee shall be responsible to provide any temporary facilities needed in support of its construction of the Project, as applicable.

CHANGES

All requests from the Licensee for material modifications to the plans and/or schedule during any phase of the development process must be submitted in writing to the PM with sufficient documentation to justify said request. CAHSD will consider the information provided and any mitigating circumstances prior to approving or rejecting said requests. If approval is delayed upon 15 Days, such right shall be waived by the County.

AS-BUILT PLANS

At the completion of the entire Project, Licensee shall provide to both PROS and CAHSD eight (8) full-sized or half-sized sets and an electronic copy of as-built construction plans for any portions of the Project constructed under this Agreement that impact any portion of the Park.

CONNECTION OF BUILDINGS TO UTILITIES

Licensee, at its sole cost and expense, shall install or cause to be installed all necessary connections between the buildings/structures constructed or erected on the Demised Premises, and the water, sanitary and storm drain mains and mechanical and electrical conduits, as well as other utilities, whether owned or not owned by Lessor. Licensee shall pay for the additional cost, if any, of locating and

installing new facilities for sewer, water, electrical, and other utilities as needed for the Project and for any extension, relocation and/or upgrading of utilities including utilities serving County facilities.

Licensee's obligations hereunder shall be subject to Lessor's good faith efforts hereunder to disclose in writing (and accompanied by plats, surveys, legal descriptions or sketches of surveys to the extent available and known) the location of all recorded or unrecorded easements or licenses affecting the Demised Premises, which disclosure shall be made no later than the Effective Date.

CAD Compliance Submittal Review Requirements (format and content):

- All CAD files are to be submitted as an AutoCAD .DWG format (version 2018) and AutoCAD DWF.
- Custom menus or arx applications are not allowed if it creates a requirement for the drawing to be used. No menus, custom user interface (cui) files or arx applications are to be submitted.
- Each CAD drawing should represent a single printed sheet where the file name conspicuously identifies the sheet number
- No .zip files are allowed.

CAD Standards:

- Title block
    - All sheets are to have a title block.
    - Title block information is to be on the right side of the sheet.
    - Title blocks shall contain the following information, as appropriate:
        - Date
        - Project Number
        - Park Facility Number
        - Project Name
        - Sheet Name
        - Sheet Number
        - A Key Plan
        - List of Revisions
        - Consultant Company Name
        - The A/E's Seal

- Layering Format and Line weight
    - Use PROS CAD Standards. Prefer method is Line weight by layer not by color.

- Scale and Units
    - All objects are to be drawn at full scale for the assigned unit of measure.
    - All drawings are to have a unit of measure assigned and not set to "unitless". External references usage in CAD Documents must reference as relative.

- Area of Work
    - CAD drawings shall include a boundary to define the Area of Work encompassing all areas, and only those areas where work is to be performed.

- Metadata shall be provided for all submitted files in the form of a matrix as a Microsoft excel file as follow:

Metadata			
Project Number:			
Project Name:			
PROS PM Name:			
File name	**Drawing name**	**Description/Sheet Title**	**Data Source (company name)**
Example:			
SDP03001A-XP01.dwg	A-102	Mechanical Piping Drawing	ACME Corporation

Datums and Survey Related Files:

Drawings shall be referenced to the Florida East Zone/ NAD 83-90 HARN Feet State Plane Coordinate System. All elevations will be based on NAVD88. Architectural drawings may use architectural units on a coordinate system convenient for the project and reference a NAD83 coordinates at each building corner. Drawings shall be in 2D with z = 0 feet. 3D and BIM documents are welcome in addition, but not in lieu of standard submittals. Only data collection devices having alphanumeric capability to record comment, descriptions, and other relevant project information are to be used. Collection of field survey data should be comprehensive. All ground features pertinent to the required end product should be collected as part of the field effort. When submitting plans that include surveyed ground surfaces, a field book files, Survey Land XML files or an ASCII text file containing all elevation points shall be delivered.

PDF Requirements:

- All documents are to be created as PDF files from the original source files, unless approved otherwise in writing by Owner.
- PDF Files shall reside in the same folder as the CAD version of the sheet.
- The CAD printer shall be Autodesk DWG to PDF.pc3 print configuration.
- Layer information shall not be included.
- All documents are to be created with a resolution of not less than 300 dpi.
- All fonts are to be embedded in the PDF.
- When compression is used, the algorithm must be LZW, CITT Group 4, or Pack Bits.
- The PDF document size must be the same as the original document size if the document were printed (e.g., a 24x36 print should have a PDF sheet size of 24x36).
- Each document must be submitted as a single file, as follows:
    - A single document, such as a pre-design report or design calculations is one file.
    - A single drawing is one file.
    - A document larger than 11x17 inches is defined as a single document and is one file.
- No .zip files are allowed.

CD/DVD/USB Requirements:

- All CD/DVD/USB Drive document submittals required by the Agreement will be reviewed and approved by the Owner for CAD compliance and to determine completeness of the documents provided.
- The Contractor may request a CAD drawing compliance review at any time during the Project through the PROS Capital Project Manager.
- All CAD drawings shall be provided electronically to the PROS Capital Project Manager for review.

EXHIBIT I

CAD Standards, PDF and CD/DVD Requirements

This document describes the Miami-Dade Parks, Recreation and Open Spaces (PROS) Department standards for CAD drawings, PDF documents and CD/DVD/USB Flash's submittals.

CAD Standards

CAD Compliance Submittal review Requirements (format and content):

- All CAD files are to be submitted as an AutoCAD .DWG format. (version 2009)
- Custom menus or arx applications are not allowed if it creates a requirement for the drawing to be used. No menus, custom user interface (cui) files or arx applications are to be submitted.
- Each CAD drawing should represent a single printed sheet where the file name conspicuously identifies the sheet number using PROS File naming conventions.
- No .zip files are allowed.

CAD Standards (For a complete reference please review PROS CAD Standards Manual- December 2011):

- Title block
  - All sheets are to have a title block.
  - Title block information is to be on the right side of the sheet.
  - Title blocks shall contain the following information, as appropriate:
    - Date
    - Project Number
    - Park Facility Number
    - Project Name
    - Sheet Name
    - Sheet Number
    - A Key Plan
    - List of Revisions
    - Consultant Company Name
    - The A/E's Seal

- Layering Format
  - Use PROS CAD Standards

- Scale and Units
  - All objects are to be drawn at full scale for the assigned unit of measure.
  - All drawings are to have a unit of measure assigned and not set to "unitless". External references usage in CAD Documents

- Area of Work
    - CAD drawings shall include a boundary to define the Area of Work encompassing all areas, and only those areas where work is to be performed.

Portable Document Format (PDF) Requirements:

- All documents are to be created as PDF files from the original source files, unless approved otherwise in writing by Owner.
- PDF files shall reside in the same folder as the CAD version of the sheet.
- The CAD printer shall be Autodesk DWG to PDF.pc3 print configuration.
- Layer information shall not be included.
- All documents are to be created with a resolution of not less than 300 dpi.
- All fonts are to be embedded in the PDF.
- When compression is used, the algorithm must be LZW, CITT Group 4, or PackBits.
- The PDF document size must be the same as the original document size if the document were printed (e.g., a 24x36 print should have a PDF sheet size of 24x36).
- Each document must be submitted as a single file, as follows:
    - A single document, such as a pre-design report or design calculations is one file.
    - A single drawing is one file.
    - A document larger than 11x17 inches is defined as a single document and is one file.
- No .zip files are allowed.

CD (Compact Disc)/DVD (Optical Disc Storage) /USB Flash Drive Record Documents Requirements:

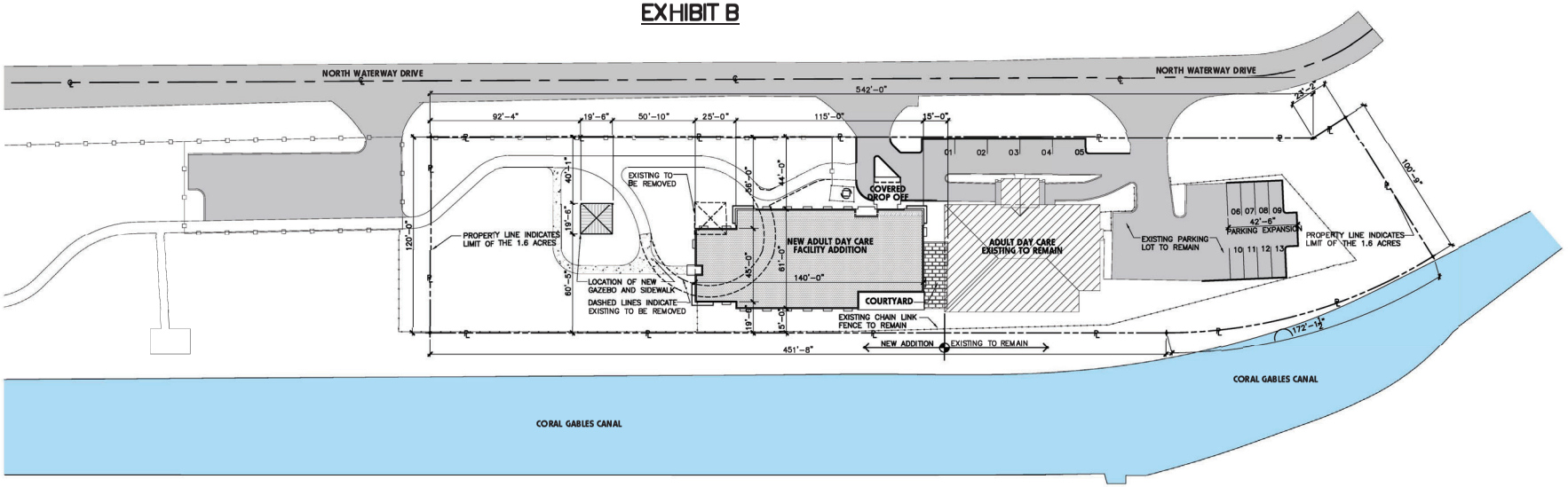
- All CD/DVD /Flash Drive record documents submittals, required by the Professional Services Agreement, will be reviewed and approved by the Owner for CAD compliance and to determine completeness of the documents provided.
- The consultant may request a CAD drawing compliance review at any time during the Project through the Project Manager.
- All CAD drawings shall be provided electronically to the Project Manager, for review

Contact Information

Please direct all compliance-related questions to:

Juan Carlos Garcia, CADD & Survey Manager
Miami-Dade Parks, Recreation and Open Spaces Department
275 NW 2 ST, Miami, Fl, 33128
Phone: 305-755-7907
Email: jcgarci@miamidade.gov

EXHIBIT B



01 Overall Site Plan

SCALE: 1/32" = 1'-0"

PROGRESS SET 02/23/2024

modis architects
4955 SW 75th Avenue
Miami, Florida 33155
Florida Corp.
t. 786.879.8882
f. 786.350.1515
AA#26001777
e. MODIS@MODISarchitects.com

project info :

Addition for: AD Barnes Adult Daycare Facility
6950 N. Waterway Dr.
Miami, Florida 33155

seal :

ROBERT K. MORISETTE, AIA, NCARB, LEED AP BD+C, CDP
FLORIDA REGISTERED ARCHITECT # AR 93259

revisions :

drawing data :

OVERALL SITE PLAN

project number : #23911
drawing scale : As Shown
drawing date : November 08, 2023
phase : Design Development
sheet number : **A1.00**

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Copyright © 2010 | MODIS ARCHITECTS, LLC | All Rights Reserved | M:\Construction Shop Inc\Construction Projects 2020\2091 - AD Barnes Adult Daycare\Drawings\Sheets\2091 - A1.00- Overall Site Plan.dwg

MDC137

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 20, 2027

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING FIRST AMENDMENT TO THE PROGRAMMING, PARTNERSHIP, LICENSE, DEVELOPMENT, AND OPERATING AGREEMENT ENTERED INTO BY MIAMI-DADE COUNTY, AND MACTOWN, INC., A NOT-FOR-PROFIT ENTITY, AUTHORIZED BY RESOLUTION NO. R-945-22, FOR THE CONSTRUCTION OF A STANDALONE FACILITY ADJACENT TO THE MIAMI-DADE COUNTY A.D. BARNES PARK ADULT DAY CENTER AND THE REHABILITATION AND MODERNIZATION OF SUCH CENTER WHICH SHALL BENEFIT THE PUBLIC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

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

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute an amendment ("First Amendment"), incorporated in and attached to the accompanying memorandum as Exhibit A, to the Programming, Partnership, License, Development, and Operating Agreement ("Agreement"), incorporated in and attached to the accompanying memorandum as Exhibit B, between Miami-Dade County and MacTown, Inc., a not-for-profit entity ("MacTown"), and to exercise all provisions contained therein, provided that any actions are consistent with the purposes described herein, do not commit additional County funding, and are executed following approval for form and legal sufficiency by the County Attorney's Office.

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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milan Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of January, 2027. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Melanie J. Spencer