

## MEMORANDUM OF AGREEMENT

The Arch Creek Trust of Florida, hereinafter known as the Trust, a non-profit corporation organized under the law of the State of Florida, has for many years assisted the Metropolitan Dade County Park and Recreation Department, hereinafter known as the Department in various projects supportive of the Arch Creek Park at Miami. An Agreement is hereby established between the Department and the Trust in order that the function of the Trust as it relates to Arch Creek Park will be clearly understood by all concerned. It is the goal of the Department and the trust to develop and operate the Park consistently with its purpose.

The purpose of the Arch Creek Trust, a not for profit organization, is to preserve, protect, defend and enhance the natural character of the Arch Creek area; to recommend to the State of Florida, Metropolitan Dade County and/or the City of North Miami as to how best to preserve, protect, defend and enhance the natural flora, fauna, archeological artifacts and Natural character of the Arch Creek area; and to bring to the attention of the public the needs of the area and support to those working to preserve it.

This memo between the Department and the Trust will suffice from this date until December 31, 1991. During this period, therefore, it is understood by the Trust and the Department this:

1. That the Trust will assist in outlining the goals and objectives of the staff by:



A) The Trust may make suggestions concerning the job description of the manager of Arch Creek Park. The final decisions on the job description will be that of the Personnel Division of the Department in accordance with all Civil Service rules.

B) The Trust may have one representative on the Department Personnel Committee interviewing candidates for the position of manager of Arch Creek Park.

2. The Trust shall review all Master Site Plans and Master Maintenance Plans prior to submission to the County Commission. Comments as stated by the Trust shall be a part of the presentation to the Commission. It is the intention of the Department to keep an accurate inventory of plant materials that exist within the park and that a regular physical review of the park resources will be conducted a minimum of five days per week. A report of the inventory shall be given to the Trust twice each year at their semi-annual meetings. A regular work plan will be developed and an update of the work progress will be made a matter of information to the Trust at their regular meetings. Trust assistance will be requested by the Department where appropriate.

3. The Executive Board of the Trust or three representatives appointed by them shall review the use by the Department of any chemical insecticides, pesticides or fertilizers at Arch Creek Park. Further, the Executive Board of the Trust or the representatives appointed by them shall recommend the removal, trimming or planting, digging, artifact, or plant removal at Arch Creek Park.

4. The Trust, through its Executive Board or a meeting of its general



membership, will be asked to contribute to the goals and objectives outlined by the Department for the Park's annual budget, and will offer advice and consent on the final draft to be prepared by the Department.

5. The Trust will be granted permission to operate concessions at Arch Creek Park provided they have a "Permit to Conduct Private Business on County Property" which has been duly executed by the County Manager's Office. The Department assumes no responsibility or liability for the banking or accounting of funds raised by the Trust for Arch Creek Park.

6. The Trust shall set up a Trust Fund to deposit monies collected in conjunction with the restoration and preservation of Arch Creek Park.

7. Should a Junior Auxiliary be formed, it will be a part of the Trust.

8. All correspondence and communication bearing on the operation of this Memorandum of Agreement shall be directed to the Office of the Superintendent of the Department, North Division.

9. The Trust will enable the Department to conduct regular audits of the Trust's financial records. It is understood that the Trust will continue to keep their own financial system of receipts, deposits and disbursements of monies.

10. The Department agrees to provide commensurate recognition for any special sponsorship or donations which may be secured by the Trust.



11. The Department shall continue to cooperate with the Trust in the holding of special events designed to promote the Trust, its membership and Arch Creek Park.

12. The Department shall retain the right of approval on any third party agreements which impact the normal operation of the Arch Creek Park or that may obligate the Department to perform in any manner whatsoever.

13. The Trust is currently involved in fund raising for several projects within Arch Creek Park. It is agreed that all solicitations for private funding for capital funding and ongoing support within Arch Creek shall be the responsibility of the Trust and all solicitations for public funding shall be the responsibility of the Department.

14. The Department and the Trust shall jointly prepare and publish a guide book which will be distributed and sold, the Trust retaining all net (after costs) proceeds.

15. A committee of three from Trust and a committee from the Department shall meet monthly to assess the progress of implementation of this Agreement.

16. The Trust agrees to make no changes in their charter, constitution or bylaws without notifying the Department in writing.

17. The Trust and the Department acknowledge the designation of Arch Creek Park as an official Historical Site.



The Department agrees to cooperate with the Trust's increased role as outlined above and through whatever other joint efforts may be adopted.

The Department agrees that the intent of this Memorandum of Agreement is to further the relationship between the Trust and the Department in order that all citizens of Dade County may benefit.

Executed this 25 day of July, 1990.

Carol J. Helene  
President, Arch Creek Trust

Bill Bird  
Bill Bird, Director  
Park and Recreation Department