

MEMORANDUM OF UNDERSTANDING

The Arch Creek Trust of Florida, a non-profit corporation organized under the laws of the State of Florida, has for many years assisted Dade County in various projects supportive of the Arch Creek Park at Miami. The role of the Trust has become increasingly important. This expanded role necessitates a formal agreement between the County 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 County and the Trust to preserve the Park consistent with it's purpose.

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

Because it is felt that this agreement can be more appropriately prepared after the County and Trust have jointly gained experience, this memorandum of understanding will suffice from this date until May 1, 1984. During this interim period, therefore, it is understood by the Trust and the County that:

1. The Trust will assist in outlining the goals and objectives of staff people by:
 - a. The Trust may make recommendations concerning job descriptions for County employees who work at Arch Creek Park to the Personnel Division of the County. The final decisions on job descriptions will be that of the Personnel Division of the County and in accordance with all Civil Service rules.
 - b. The Trust may have one representative on any County Personnel Committee interviewing candidates for positions at Arch Creek Park.
 - c. The Trust may make recommendations concerning job evaluations on each member of the Arch Creek Park Staff to the Director of the County's Park and Recreation Department. The Director will have the right to decide if the Trust's recommendations will be made a part of the employee's personnel file in accordance with Civil Service rules.

2. The Executive Board of the Trust or the representative appointed by them shall be consulted on the use by the County of any chemical insecticides, pesticides or fertilizers at Arch Creek Park. Further, the Executive Board of the Trust or the representative appointed by them shall be consulted before the removal, trimming or planting of any flora at Arch Creek Park.
3. 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 County for the Parks annual budget, and will offer advice and consent on the final draft to be prepared by the Park and Recreation Department.
4. The Trust shall be granted permission to operate concessions at Arch Creek Park provided they have a "Permit to do business on County property" which has been duly executed by the County Manager's office. The County assumes no responsibility or liability for the banking or accounting of funds raised by the Trust for Arch Creek Park.
5. The County will provide the steel structure or foundation for the bridge when funds are available which is to be constructed at Arch Creek Park and will submit site plans to the Trust's Executive Board for approval before construction commences. The Trust will provide the artist and the necessary funds to pay him or her for the reconstruction of the natural bridge project on the original site. The County reserves the right to approve the artist after submission of the artist's credentials to them. The Trust shall set up a Trust Fund to deposit monies collected in conjunction with the restoration and preservation of Arch Creek Park.
6. A Junior Arch Creek Auxiliary will be formed. For a fee of \$5.00 per year, children from the ages of four through thirteen will become members of the Junior Arch Creek Auxiliary. The \$5.00 annual fee will go to the Trust in return for their voluntary hours of service at the park (average 2 hours per week).
7. All correspondence and communication bearing on the operation of this Memorandum of Understanding shall be directed to the Office of the Superintendent of Park and Recreation, North Division.
8. The Trust shall provide to the County an annual report including a financial audit of the Trust's operation, activities and achievements for each year. Such report shall be provided within one hundred twenty (120) days following the end of the fiscal year of the Trust.

9. The County shall continue to cooperate with the Trust in the holding of special events designed to promote the Trust, its membership and Arch Creek Park.
10. The County agrees to provide commesurate recognition for any special sponsorships or donations which may be secured by the Trust.
11. The County shall retain the right of approval or any third party agreements which impact the normal operation of the Arch Creek Park or that may obligate the County to perform in any manner whatsoever.
- 12.. The Trust is currently involved in fund raising for several projects within Arch Creek Park, including the bridge. 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 County.
13. The County and the Trust shall jointly prepare and publish a guide book which will be distributed and sold by the Trust, the Trust retaining all net (after cost) proceeds.
14. A committee of the Arch Creek Trust and a committee of Dade County Park and Recreation shall meet semi-annually to assess the progress of the implementation of these agreements.
15. The Trust agrees to make no changes in their charter, constitution or bylaws without notifying the County in writing.

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

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

Executed this _____ day of _____ 1983.

Bill Bird, Director
Dade County Park and Recreation Department