

MEMORANDUM

Agenda Item No. 4(D)


TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: February 2, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Ordinance amending Chapter 30A of the Code; creating section 30A-158 of the Code; establishing requirement for executed Community Benefits Agreements as a prerequisite for the distribution of County funds for certain developments unless exempt; providing definitions, requirement for community benefits, exemptions, penalties, and enforcement

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams
County Attorney

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APW/smm



MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
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SUBJECT: Agenda Item No. 4(D)

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 ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 4(D)
2-2-16

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 30A OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; CREATING SECTION 30A-158 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; ESTABLISHING REQUIREMENT FOR EXECUTED COMMUNITY BENEFITS AGREEMENTS AS A PREREQUISITE FOR THE DISTRIBUTION OF COUNTY FUNDS FOR CERTAIN DEVELOPMENTS UNLESS EXEMPT; PROVIDING DEFINITIONS, REQUIREMENT FOR COMMUNITY BENEFITS, EXEMPTIONS, PENALTIES, AND ENFORCEMENT; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, Miami-Dade County has subsidized significant projects which impact its local communities; and

WHEREAS, Community Benefit Agreements (“CBAs”) are contracts between developers and community organizations which can address a broad range of community needs; and

WHEREAS, CBAs are safeguards to ensure that affected residents share in the benefits of major developments; and

WHEREAS, CBAs allow community groups to have a voice in shaping and mitigating the impact that a project has on the surrounding community; and

WHEREAS, CBAs require developers to provide the impacted community with certain negotiated benefits; and

WHEREAS, CBAs provide a vehicle to enforce the developer’s promises,

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

Section 1. Section 30A-158 of the Code of Miami-Dade County, Florida, is hereby created to read as follows:¹

>>Sec. 30A-158. Community Benefit Agreements

- (1) Title. This section shall be referred to as the Miami-Dade County Community Benefits Agreement Ordinance.
- (2) Purpose. It shall be the policy of Miami-Dade County to require, wherever feasible, proportional community benefits as a condition precedent to significant public support for development in the form of bonds, subsidies, tax abatements, tax increment financings, below-market priced land, or other enhanced public resources.

As a prerequisite to a request for public support, the developer shall (i) submit the required application for such support, (ii) produce and distribute a Community Impact Report, (iii) organize and hold meetings with the affected communities and community representatives, and (iv) negotiate and execute a Community Benefits Agreement with the community representatives, or request and receive an exemption.

- (3) Definitions. The following definitions shall apply to this section:
 - A. “Apprentice” means an individual enrolled in a construction apprenticeship program that is registered with the State of Florida.
 - B. “Board” means the Board of County Commissioners of Miami-Dade County.
 - C. “CDBG Eligible Block Group” means a geographical area whose residents are extremely low to moderate income.

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.

- D. “Census Tract” means a small, relatively permanent statistical subdivision of a county or equivalent entity that is updated by local participants prior to each decennial census as part of the Census Bureau’s Participant Statistical Areas Program.
- E. “Code” means the Code of Miami-Dade County, Florida.
- F. “Community Benefits” means the amenities, benefits, commitments, urban revitalization, cash incentives, improvements, or promises to the Host Community described in Section (5)(C).
- G. “Community Benefits Agreement” or “CBA” means an agreement negotiated between a Developer and Community Representatives that provides for a range of community benefits in connection with the development of a Covered Project.
- H. “Community Representative” means the appointed leader or elected representative of a community group (i.e., church, community-based organization, labor or trade union, coalition, homeowners or condominium association, neighborhood alliance, school board, foundation). An elected official (i.e., mayor, manager, commissioner, councilperson) or designee cannot serve as a Community Representative.
- I. “Contractor” means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that enters into a contract for performance of construction work on the development project within the Host Community, including subcontractors of any level and/or type.
- J. “Covered Project” means a project, including a High Impact Project, where a Developer has or will request a Distribution of County Funds.
- K. “Department” means the Department of Regulatory and Economic Resources (“RER”) or its successor department.

- L. “Developer” means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that enters into a Development Agreement.
- M. “Development Agreement” means the agreement or agreements between the County and the Developer pursuant to which the County provides or commits to a Distribution of County Funds for a Covered Project, regardless of the label or title affixed to such agreement.
- N. “Director” means the Director of the Department of Regulatory and Economic Resources, or its successor department.
- O. “Distribution of County Funds” means:
- (1) direct or indirect transfer to the Developer of County-owned land parcels that have a cumulative market value of Two Hundred Fifty Thousand Dollars (\$250,000) or more (as determined by the County Property Appraiser or independent appraisal), without open bidding, or when priced below market rates (where allowed by law);
 - (2) any lease to a Developer of County-owned land;
 - (3) provision or approval by the County of other forms of public subsidies to the Developer, including but not limited to tax abatements, grants, or bonds, that are cumulatively valued at One Hundred Thousand Dollars (\$100,000) or more;
 - (4) any governmental contribution(s) cumulatively valued at the lesser of (i) ten percent (10%) of the total value of the Covered Project, or (ii) Five Hundred Thousand Dollars (\$500,000); or
 - (5) any plan amendment to an existing community redevelopment agency (“CRA”) or creation of a new CRA, after the effective date of this ordinance, for a subsequently approved Developer.
- P. “Employer” means any person or entity employing individuals to perform On-Site Jobs.

- Q. “Extremely Low Income Households” means one or more natural persons or a family whose total annual household income does not exceed thirty percent (30%) of the median annual adjusted gross income for households within the State of Florida.
- R. “First Source Hiring Program” means a collaborative partnership between the Developer, Miami-Dade County, and an appropriate workforce development agency that, to the extent consistent with federal and state law, includes provisions to promote the hiring, training, and employability of residents and displaced workers from the Host Community, including construction, temporary, and permanent jobs in connection with a project. Such hiring program shall be consistent with the goals and objectives of §§ 2-2113 (First Source Hiring Referral Program), 2-1701 (Community Workforce Program), and 2-11.17 (Residents First Training and Employment Program).
- S. “Focus Area” means a geographical area slated for economic revitalization.
- T. “High Impact Project” means any Covered Project proposed to be located in the County, that because of the nature of the development and/or the Host Community, is reasonably expected to produce disproportionately high human health or environmental impacts, including social, aesthetic, economic, physical, chemical, or biological impacts, in the Host Community. Determination of whether a project is a High Impact Project shall be made by the Director as set forth in Section (5)(B).
- U. “Host Community” means the community or communities within the Census Tract(s) where the Covered Project is physically located and may also include communities within adjacent Census Tracts that may be affected by the activities of the Covered Project, as determined by agreement among members of the Host Community and its representative party or parties to a Community Benefits Agreement, but shall in no case be smaller than the Census Tract where the Covered Project is physically located.
- V. “Lessee” means any person or entity leasing space in a Covered Project.

- W. “Living Wage” means the payment of the applicable living or responsible wage pursuant to §§ 2-8.9 and 2-11.16 of the Code.
- X. “Low-Income Households” means one or more natural persons or a family that has a total annual gross household income that does not exceed eighty percent (80%) of the median annual income adjusted for family size for households within Miami-Dade County. With respect to rental units, the Low Income Households’ annual income at the time of initial occupancy may not exceed eighty percent (80%) of the area’s median income adjusted for family size. While occupying the rental unit, a Low Income Households’ annual income may increase to an amount not to exceed one hundred-forty percent (140%) of eighty percent (80%) of the area’s median income adjusted for family size.
- Y. “On-Site Jobs” means any job for which at least fifty percent (50%) of the work hours are performed on-site at a Covered Project.
- Z. “Very Low Income Households” means one or more natural persons or a family that has a total annual gross household income that does not exceed fifty percent (50%) of the median annual income adjusted for family size for households within Miami-Dade County. With respect to rental units, the Very Low Income Households’ annual income at the time of initial occupancy may not exceed fifty percent (50%) of the area’s median income adjusted for family size. While occupying the rental unit, a Very Low Income Households’ annual income may increase to an amount not to exceed one hundred-forty percent (140%) of fifty percent (50%) of the area’s median income adjusted for family size.
- AA. “Workforce Housing” means dwelling units, the sale, rental or pricing of which is restricted to households whose income is within the workforce housing target income range established at sixty-five percent (65%) up to one hundred-forty percent (140%) of the most recent median family income for Miami-Dade County reported by the United States Department of Housing and Urban Development as maintained by the Department of Planning and Zoning.

(4) Community Impact Reports.

- (a) Upon submission of an application for a Covered Project to the Department, on a form prescribed by the Director, the Developer must within thirty (30) days of such submission, request that a written notice be generated and mailed by the Department, informing the Host Community of the proposed project and of a scheduled meeting. The first meeting for purposes of informing the Host Community about the proposed project shall be called by the Miami-Dade County Commissioner(s) in whose district(s) the project is located within twenty-one (21) days, but not less than fourteen (14) days, of the date of notice informing the Host Community of the proposed project. The Developer will be responsible for the costs associated with the distribution and mailing of the meeting notice.
- (b) Not more than sixty (60) days following submission of an application pursuant to Section (4)(a), the Developer of any Covered Project must submit to the County a Community Impact Report detailing the following with respect to the project:
1. The number and type of all direct, indirect, and induced jobs anticipated to result from the project and the wage and benefit levels of each;
 2. a statement of the intention and obligation to comply with the provisions of the County's responsible wage ordinance (§ 2-11.16 of the Code);
 3. any enforceable commitments to hire local or disadvantaged residents from the Host Community;
 4. any workplace health and safety measures in place for project employers, including OSHA-10 hour trainings and illness and injury prevention programs;
 5. whether any project employers are signatory to collective bargaining, labor peace or neutrality agreements with any union;
 6. significant environmental impacts including, but not limited to air, water, and soil pollution, noise, and plans for on-site adaptation to projected sea-level rise;
 7. endangered species habitat disruption;

8. traffic impacts;
 9. housing impacts including the number, type, and affordability level of any residential units created or removed from the market in connection with the project;
 10. community services impacts including specific services that will be added or removed by the project (i.e., water, sewer, parks, roads, police, fire);
 11. local small business impacts, including any local small businesses that will be included in or displaced by the project; and
 12. the fiscal impact of the project on the County and State of Florida, including all subsidy (including tax abatements and credits) the project may receive and any payments the project will make to public coffers.
- (c) The Developer will include with its Community Impact Report an affidavit signed under penalty of perjury attesting to the report's accuracy.
- (d) The County will develop and publish detailed guidance regarding the required contents of a Community Impact Report and resources available to Developers for completing Community Impact Reports.
- (e) The County will verify the accuracy of any Community Impact Report it receives. In the event the County determines that a Community Impact Report contains inaccuracies, the submitting Developer must remedy the inaccuracies within ten (10) days of notification from the County. Once the County has verified the accuracy of a Community Impact Report, it will make that report available (i) online, (ii) to residents of the Host Community, (iii) to Community Representatives, and (iv) to anyone else requesting a copy. The Developer will be responsible for the costs associated with such distribution of the Community Impact Report.
- (f) Other than the duties and responsibilities outlined above, the Board and other County officials shall have no involvement in the processes of negotiating any Community Benefits Agreement.

(5) Provision of Community Benefits. The following standards and requirements shall apply to providing Community Benefits as a condition precedent to receipt of any Distribution of County Funds:

A. Covered Projects. For any proposed Covered Project that requests or proposes to receive a Distribution of County Funds, the Developer shall, following the County's publication of the Community Impact Report for the project, engage in the following actions:

1. Organize at least three (3) meetings, at a reasonable time and location, open to the Host Community to ensure adequate community participation.
2. Each subsequent meeting must be publicly noticed in a general circulation newspaper; posted at the future site of development; and for at least two (2) of the Host Community meetings, notice must be mailed to residents within the Census Tract.
3. Failure to adequately notice and hold the above mentioned meetings for a Covered Project renders the Developer's application for Distribution of County Funds invalid, unless the Developer can show good cause, per Section (6) below.
4. The Developer of a Covered Project shall interact with the Community Representatives for purposes of negotiating and executing a legally binding and enforceable Community Benefits Agreement to benefit the Host Community.

B. High Impact Projects. For any proposed High Impact Project that requests or proposes the receipt of a Distribution of County Funds, the Department may determine that the requirements of Section (5)(B)(1) shall apply. Determination of whether a project is a High Impact Project shall be made by a finding of the Director. The Director may consider the Comprehensive Development Master Plan ("CDMP"), other applicable County regulations, the recommendations of County departments, and other resources the Director deems relevant, to assist in this determination.

1. High Impact Project Required Community Benefits Agreement. Upon determination by the Director that a proposed project is a High Impact Project, the Developer must engage in the following actions:

a. After the first Host Community meeting occurs, the Developer must, following the County's publication of the Community Impact Report, organize at least five (5) subsequent meetings, at a reasonable time and location, open to the Host Community to ensure adequate community participation.

b. Each subsequent meeting must be publicly noticed in a general circulation newspaper; posted at the future site of development; and for at least three (3) of the Host Community meetings, notice must be mailed to residents within the Census Tract.

c. Failure to adequately notice and hold the above mentioned meetings for a High Impact Project renders the Developer's application for Distribution of County Funds invalid, unless the Developer can show good cause, per Section (6) below.

d. The Developer of a High Impact Project shall interact with the Community Representatives for purposes of negotiating and executing a legally binding and enforceable Community Benefits Agreement to benefit the Host Community.

C. Negotiated Benefits. The Community Benefits Agreement shall provide for Community Benefits as negotiated by the Developer and the Community Representatives, and must comply with the requirements contained in Section (7)(B) of the ordinance. The parties are not required to reach an agreement providing any particular Community Benefit. Each of the Community Benefits delineated below should be considered for inclusion in the CBA, as well as any other appropriate Community Benefits:

1. responsible wages for construction jobs, construction-related, and living wages for post-construction jobs;

2. targeted benefits or appropriately negotiated employment opportunities;
3. job training, including an apprenticeship program that is currently registered with and approved by the United States Department of Labor, or a state-approved apprenticeship agency or program;
4. extremely low, low and moderate income housing, or Workforce Housing or Community land trusts;
5. quality of life or environmental impacts and mitigations;
6. technological advances for the Host Community, including free Wi-Fi;
7. neighborhood infrastructure and amenities, including but not limited to, streetscape improvements, urban tree cover, green space, and public parks;
8. community representation for the benefit of the Host Community in the development and post-development processes;
9. transparency during development and post-development;
10. donations for Host Community services, such as schools, nonprofit programs, and public transportation;
11. provision of affordable, quality early childhood education and child care services to Host Community residents;
12. affordable housing units;
13. OSHA 10 Hour safety training established by the Occupational Safety and Health Administration of the United States Department of Labor;
14. a First Source Hiring Program;
15. percentage of contracting jobs and post-development jobs reserved for formerly incarcerated individuals;
16. to the extent permitted by law, local-owned contracting requirements, such as a requirement that a majority or other specified percentage of contractors retained to provide services relating to the Development Project consist of local businesses or one or more categories of local businesses;

17. adherence to green/environmental building best practices;
18. donation(s) to Host Community schools, nonprofits, and other community service providers;
19. workforce development programs, such as:
 - a) where specialized technical training is necessary for employment in the Developer's business, pre-apprenticeship, apprenticeship, and other training in the County's high schools, community colleges, and workforce training programs targeting residents of the Host Community;
 - b) one or more adult pre-apprenticeship programs operated by one or more qualified administrators or an administrative collaboration comprised of organizations that benefit residents of the Host Community;
 - c) actively supporting workforce development activities that provide employment opportunities for residents of the Host Community, including but not limited to programs through federal workforce funds received annually and allocated by agencies such as the State's Regional Workforce Boards, Workforce Florida, Inc., or another appropriate workforce development agency or entity;
 - d) providing annual contractor readiness training for local businesses, through the United States Department of Transportation Bonding Education Program or other relevant training opportunities; and
 - e) hosting annual contractor information and networking sessions about upcoming contracting opportunities with the Florida Department of Transportation in Miami-Dade County;
20. youth employment programs:
 - a) programs to require Contractors, subcontractors and developers to hire county youth in the Host Community, such as summer internship positions to qualified Miami-Dade County youth;

- b) providing program materials, training, and support for Miami-Dade Public Schools or other educational institutions in the Host Community; and
 - c) providing employment and career mentoring opportunities for youth who reside in the Host Community, including but not limited to the Florida Department of Education's Mentoring/Student Assistance Initiative;
21. land use programs:
- a) actively promoting county real estate and investment opportunities in the Host Community through agencies such as the local community development corporation, or another appropriate real estate investment agency or entity;
 - b) providing additional recreational opportunities, parks, educational services, environmental amenities, housing capacity or other benefits in the Host Community; and
 - c) providing funds for demolition of abandoned homes or other structures in the Host Community;
22. provisions that require periodic reporting, the frequency to be determined by the parties, of activities and ongoing monitoring of compliance by the parties throughout the course of the project;
23. provisions that require the parties to periodically meet and confer, the frequency to be determined by the parties, and disclose the parties' activities and the status of compliance to Host Community residents, and that require periodic public meetings with the opportunity for participation by Community Representatives;
24. a community needs assessment regarding the Host Community, conducted by the County in consultation with the Community Representatives, at the Developer's expense;
25. an environmental and public health assessment of the impacts of the proposed development, conducted by the County in consultation with the Host Community, at the Developer's expense, not otherwise required by law; and

26. specified remedies for violation of the Community Benefits Agreement, which unless otherwise agreed by the parties, may include without limitation, specific performance, liquidated damages, claw back provisions, or revocation or withdrawal of tax abatement and public subsidies, either directly by the County, or by application to the Florida Department of Revenue, as provided by law.

(6) Exemptions. The Developer may request from the Board, a determination via resolution, which exempts it from entering into a CBA. The installation of public infrastructure to support or supply the development, and the creation of jobs are not exempt activities under this Section, unless such project is otherwise deemed exempt as provided in this Section below. An exemption request may be made by demonstrating that:

- A. The main use and purpose of the development will be to provide a community benefit, such as (i) fifty percent (50%) of the housing units in the housing project will be for Workforce Housing or forty percent (40%) Low-Income Households or twenty-five percent (25%) Very Low Income Households or ten percent (10%) Extremely Low Income Households, (ii) creation of infill housing pursuant to § 17-121 et seq. of the Code, (iii) educational facilities, or (iv) a community health clinic; or
- B. identifying a Community Representative(s) to negotiate on behalf of the Host Community is infeasible or impractical; or
- C. good faith negotiations have occurred for a reasonable time period, but negotiations have reached an intractable impasse; or
- D. other exigencies make entering a Community Benefits Agreement infeasible in the particular instance.

To request an exemption, the Developer shall: (i) provide the Board with the basis of its request in writing; (ii) state with particularity the efforts made by the Developer to engage the Host Community and the Community Representatives, and the efforts made to reach accord on a CBA; and (iii) documentation as to how it will otherwise seek to implement the purpose of this Section to provide

Community Benefits. Clauses (ii) and (iii) above are only required if the Developer seeks an exemption based upon Sections (6)(B), (6)(C), or (6)(D) of the ordinance.

For an exemption based upon Sections (6)(B), (6)(C), or (6)(D) of the ordinance, a duly noticed public hearing will be held in which the Developer and Host Representatives will have an opportunity to speak. Written documentation of such public hearing will be submitted to the Board, prior to the Board's consideration and vote on an exemption request.

(7) Development Agreement.

- A. The County shall enter into a Development Agreement with any Developer to whom it provides a Distribution of County Funds. The County shall include in each Development Agreement, as material terms thereof, provisions requiring the Developer and all contractors, subcontractors, Lessees, transferees and successors in interest to comply with the applicable terms of Section (5), and to include such provisions in all contracts with subcontractors, employees, Lessees, or sub-Lessees naming the County as a third-party beneficiary of all such terms with the power to enforce those terms against the parties to the contract in any court of competent jurisdiction.
- B. A Community Benefits Agreement shall include a provision that the County is an intended Third-Party Beneficiary and as such the County may, in its discretion, enforce the CBA. Any CBA must contain the following provision: ***"Miami-Dade County retains all of its sovereign prerogatives and rights as a county under the laws of the State of Florida, and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the planning, design, construction, and development of the project or the operation thereof, or be liable for the same."***
- C. Any Community Benefits Agreement shall be incorporated as a material term of any Development Agreement for the subject project and shall include an acknowledgement by the Developer of the County's right to enforce against the Developer the Developer's

obligations under the CBA, and may also include commitments by the Developer to the County of specific Community Benefits. Nothing in any Development Agreement shall preclude, prevent, or otherwise limit the Community Representative(s) or its successors from having standing to enforce a CBA to which it is a party. This subsection shall not be interpreted to change, alter, or diminish the legal and equitable duties, rights, and remedies of the parties to the CBA.

D. Each Development Agreement shall require the Developer submit to the County and Community Representatives quarterly reports detailing compliance with any Community Benefits requirements, and shall permit the County to obtain liquidated damages for noncompliance pursuant to Section (9), as well as specific performance of the provisions of the Development Agreement, and recovery and return of any Distribution of County Funds.

(8) *Monitoring.* Developers seeking a Distribution of County Funds shall submit to the Board and the Community Representative(s) monthly activity reports related to the Covered Project. This requirement begins upon either the Developer's application to the Department or request to the Board for a Distribution of County Funds, whichever comes first. The Commission Auditor shall provide quarterly reports to the Board based upon the monthly activity reports.

(9) *Penalties for Noncompliance; Enforcement.* The provisions of this Section are prescriptive in nature, and are set forth as required conditions to request and to receive a Distribution of County Funds for Covered Projects. A material failure to comply with the provisions of this Section shall result in denial, suspension, termination, revocation, or withdrawal of applications for a Distribution of County Funds, or reimbursement to the County of the monetary value or equivalent of the Distribution of County Funds. Except when obtained through substantial and material misrepresentation or fraud, the resolution of the Board which approved the Distribution for County Funds shall be evidence of compliance with the provisions of this Section, and thereafter remedies shall be limited to enforcement of the Community Benefits Agreement and/or Development Agreement.<<

Section 2. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

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

Section 4. The County Mayor or County Mayor’s designee is hereby directed to prepare and submit the implementing order to this Board for approval, not later than ninety (90) days following the effective date of this ordinance.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

David Stephen Hope

Prime Sponsor: Commissioner Xavier L. Suarez

GRAL
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